

# ENTITLED– CREDIT STATEMENT

NAME	ROLE	TYPE	CONTRACTUAL OBLIGATIONS
TELEFILM CANADA	LOGO		Producer's Discretion
	On Screen Credit		<p>The Producer shall ensure that the following credit appears in connection with the Production:</p> <p>"Produced with the participation of Telefilm Canada"</p> <p>The font size shall be in a size of type not less than fifty percent (50%) of the size of that type used to display the title of the Production, and not less than the size of type used for the "Film By" credit to the Director or Producer's credit whichever is larger.</p> <p>The various credits described above shall be displayed as follows:</p> <p>Such credits shall be the first credit in the end titles with the exception of principal actors if principal actors and, in Telefilm's discretion, script writers, directors and narrators were not presented in the head credits. Such credits shall be placed with those of the other financial participants in descending order to the magnitude of such participants' funding.</p> <p>In the event that any other financial participant in the Production (other than the Producer and/or Distributor) is given an opening credit then Telefilm shall also be given an opening credit which shall be among the other financial participants' credits and such credits shall be set out as in subparagraph (i) above with respect to size and placement among other financial participants.</p> <p>The Telefilm credits shall be displayed as separate card credits or as rolling credits with sufficient screen time for them to be clearly and separately legible.</p>
	Paid Advertising		<p>Advertising, Publicity, Promotional Materials and Web Sites:</p> <p>The credits in advertising, publicity, promotional materials and on web sites shall be as specified in paragraph (a) above. The credits shall appear in a size, type and prominence which shall be in a ratio at least equal to Telefilm's participation as compared to the funding of other financial participants which receive a credit. Such credits shall be approved in advance by Telefilm.</p>
Paid ad exclusions and exceptions		<p>Advertising, Publicity, Promotional Materials and Web Sites:</p> <p>The credits in advertising, publicity, promotional materials and on web sites shall be as specified in paragraph (a) above. The credits shall appear in a size, type and prominence which shall be in a ratio at least equal to Telefilm's participation as compared to the funding of other financial participants which receive a credit. Such credits shall be approved in advance by Telefilm.</p>	

<b>THE NORTHERN ONTARIO HERITAGE FUND</b>	LOGO	The Recipient shall grant to NOHFC a screen credit, which shall not be smaller or less prominent than, and which shall be included on the same roll with, credits accorded to other financial participants, on all copies of the Production as broadcast or exhibited anywhere in the world in the following form:  "With the participation of the Northern Ontario Heritage Fund Corporation [NOHFC Logo]".
	On Screen Credit	The Recipient shall grant to NOHFC a screen credit, which shall not be smaller or less prominent than, and which shall be included on the same roll with, credits accorded to other financial participants, on all copies of the Production as broadcast or exhibited anywhere in the world in the following form:  "With the participation of the Northern Ontario Heritage Fund Corporation [NOHFC Logo]".
	Paid Advertising	Recipient shall also grant to NOHFC a credit in all publicity materials for the Production in which other financial participants are named.
	Paid ad exclusions and exceptions	Producer's Discretion
<b>FIDEC</b>	LOGO	Producer's Discretion
	On Screen Credit	an end credit for FIDEC;
	Paid Advertising	Producer's Discretion
	Paid ad exclusions and exceptions	Producer's Discretion
<b>ONTARIO MEDIA DEVELOPMENT CORPORATION</b>	LOGO	The OMDC shall receive prominent credit on all positive prints, videotapes and DVDs of the Project and in all paid advertising, press releases, publicity and promotional material for the Project as follows: <ul style="list-style-type: none"> <li>(a) Given substantially as "Produced with the participation of the Ontario Media Development Corporation [LOGO]"</li> <li>(b) In all material respects (including size of type, duration, placement in head or tail of the Project or in a other applications, sharing or exclusivity of a card) to be not less favorable than any other credit accorded to any equity investor or non-equity financial participant in the Project; and</li> </ul> Not to be deleted regardless of the market and media in which the project is exploited
	On Screen Credit	The OMDC shall receive prominent credit on all positive prints, videotapes and DVDs of the Project and in all paid advertising, press releases, publicity and promotional material for the Project as follows: <ul style="list-style-type: none"> <li>(c) Given substantially as "Produced with the participation of the Ontario Media Development Corporation [LOGO]"</li> <li>(d) In all material respects (including size of type, duration, placement in head or tail of the Project or in a other applications, sharing or exclusivity of a card) to be not less favorable than any other credit accorded to any equity investor or non-equity financial participant in the Project; and</li> <li>(e) Not to be deleted regardless of the market and media in which the project is exploited</li> </ul>

	Paid Advertising	<p>The OMDC shall receive prominent credit on all positive prints, videotapes and DVDs of the Project and in all paid advertising, press releases, publicity and promotional material for the Project as follows:</p> <ul style="list-style-type: none"> <li>(a) Given substantially as “Produced with the participation of the Ontario Media Development Corporation [LOGO]”</li> <li>(b) In all material respects (including size of type, duration, placement in head or tail of the Project or in a other applications, sharing or exclusivity of a card) to be not less favorable than any other credit accorded to any equity investor or non-equity financial participant in the Project; and</li> </ul> <p>Not to be deleted regardless of the market and media in which the project is exploited</p>
	Paid ad exclusions and exceptions	<p>The OMDC shall receive prominent credit on all positive prints, videotapes and DVDs of the Project and in all paid advertising, press releases, publicity and promotional material for the Project as follows:</p> <ul style="list-style-type: none"> <li>(a) Given substantially as “Produced with the participation of the Ontario Media Development Corporation [LOGO]”</li> <li>(b) In all material respects (including size of type, duration, placement in head or tail of the Project or in a other applications, sharing or exclusivity of a card) to be not less favorable than any other credit accorded to any equity investor or non-equity financial participant in the Project; and</li> </ul> <p>Not to be deleted regardless of the market and media in which the project is exploited</p>
<b>EONE ENTERTAINMENT</b>	LOGO	<p>E1 will be entitled to have its animated logo in first position on screen (i.e. prior to any other logo or credit before the start of the Picture) and a logo credit in all paid advertising in respect of the Picture in the Territory.</p> <p>Territory: “Canada and its territories and possessions (the “Territory”) in all languages including, without limitation, English and French. The Territory will include all diplomatic posts and military and government installations of the countries comprising the Territory, wherever located, all ships principally operating in or serviced from the Territory, and all aircraft and oil rigs flying the flag of the countries comprising the Territory.”</p>
	On screen credit	<p>E1 will be entitled to a sole presentation credit on screen in the main titles of the Picture and a first position presentation credit in the billing block portion of all paid advertising in respect of the Picture in the Territory.</p> <p>Territory: “Canada and its territories and possessions (the “Territory”) in all languages including, without limitation, English and French. The Territory will include all diplomatic posts and military and government installations of the countries comprising the Territory, wherever located, all ships principally operating in or serviced from the Territory, and all aircraft and oil rigs flying the flag of the countries comprising the Territory.”</p>
	Paid advertising	<p>E1 will be entitled to a first position presentation credit in the billing block portion of all paid advertising in respect of the Picture in the Territory.</p> <p>E1 will be entitled to have a logo credit in all paid advertising in respect of the Picture in the Territory.</p> <p>Territory: “Canada and its territories and possessions (the “Territory”) in all languages including, without limitation, English and French. The Territory will include all diplomatic posts and military and government installations of the countries comprising</p>

		the Territory, wherever located, all ships principally operating in or serviced from the Territory, and all aircraft and oil rigs flying the flag of the countries comprising the Territory.”
		Paid ad exclusions and exceptions
		Producers discretion
INFERNO ENTERTAINMENT		LOGO
		“Released by” credit, including its customary animated static and animated logo, on all prints and all paid advertising in positions and sizes to be determined by Agent. <b>[EMAIL RECEIVED FROM KIM FOX DATED MAR 31, 2011 WAIVING CREDIT]</b>
		On screen credit
		Presentation credit substantially in the form “Inferno Presents” on screen in the main titles of the Picture on a separate card “above” or “before” the title of the Picture in a position determined by Agent and above the title in the billing block of all paid advertising;  “Released by” credit, including its customary animated static and animated logo, on all prints and all paid advertising in positions and sizes to be determined by Agent. <b>[EMAIL RECEIVED FROM KIM FOX DATED MAR 31, 2011 WAIVING CREDIT]</b>
		Paid advertising
		Presentation credit substantially in the form “Inferno Presents” on screen in the main titles of the Picture on a separate card “above” or “before” the title of the Picture in a position determined by Agent and above the title in the billing block of all paid advertising; <b>[EMAIL RECEIVED FROM LESLEY GROSS DATED APRIL, 7 2011 REQUESTING A CREDIT IN THE BILLING BLOCK AS FOLLOWS: “International Sales by Inferno International”]</b>
		Paid ad exclusions and exceptions
		Producer’s discretion
FOUNDATION FEATURES		LOGO
		Producer’s discretion
		On screen credit
		Producer’s discretion
		Paid advertising
		Producer’s discretion
		Paid ad exclusions and exceptions
		Producer’s discretion
SOUTH CREEK PICTURES		LOGO
		Producer’s discretion
		On screen credit
		Producer’s discretion
		Paid advertising
		Producer’s discretion
		Paid ad exclusions and exceptions
		Producer’s discretion
KEVIN ZEGERS	Actor	Principal Agreement
		Artist will receive on screen credit in the main titles (whether such titles appear before or following the body of the film), on a separate card, in first position among the principal cast members, in a size no less favorable than the size of main title credit accorded to any other principal cast member.  All other attributes at Company’s discretion. No casual or inadvertent failure by Company shall be deemed a breach of this Agreement nor will any breach be deemed sufficient to entitle Artist to injunctive or other equitable relief. Upon written notice to Company by Artist of an error or omission in Artist’s credit, Company shall prospectively cure any such error.
		On Screen Credit
		Artist shall be accorded credit on screen, size, type and placement as set out in the Principal Agreement;
		Other Credit Matters: All other matters with respect to Artist’s credit hereunder shall

		<p>be determined by Company in its sole discretion. All references in this Agreement to the "title" of the Picture shall be deemed to mean the regular title unless reference is specifically made to the artwork title. No casual or inadvertent failure of Company to comply with the provisions of this paragraph, nor any failure by third parties to comply with their agreements with Company with respect to such provisions, shall constitute a breach of this Agreement by Company. Provided either Lender or Artist notifies Company of Company's failure to accord Artist credit as provided herein, Company shall undertake reasonable efforts to promptly cure such failure on a prospective basis as to positive prints not yet made and advertisements not yet placed, as applicable, under Company's control; provided, however, that Company shall have no obligation to issue subsequent positive prints or Paid Ads. Company shall use commercially-reasonable efforts to ensure that any third party distributors, broadcasters and licensees of the Picture comply with the credit obligations herein contained.</p>
	Paid Advertising Credit	<p>Artist will receive credit in the billing block of all paid advertisements for the Picture including a full billing block, in first position among the principal cast members, in a size no less favorable than the billing block credit accorded to any other principal cast member, subject to each distributor(s) customary exclusions. In the event any other Artist receives credit above the title in the main titles or the billing block, Artist will receive credit above the title, in first position.</p>
	Paid Ad Exclusions and Exceptions	<p>Artist will receive excluded ad ties, above the title ties, artwork title ties, and likeness ties (but not audio ties) to every other Artist rendering services in connection with the Picture, with customary size protections.</p>
	Biography	<p>Either supplied by Artist or Artist's reasonable approval over Company-supplied biography, provided that Artist's comments are received within five (5) business days ("Response Period") of Artist's receipt of the submitted biography.</p>
	Behind the Scenes Approval	<p>Artist shall have prior written approval of any behind the scenes footage or bloopers in which he appears.</p>
	Photo and Likeness Approval	<p>Artist shall have the right of prior written approval of all photographic stills of Artist issued by or under the direct control of Company in connection with the advertising and publicising of the Picture provided that Artist shall approve at least fifty percent (50%) of all solo photographic stills or with others who do not have approval rights and at least seventy-five percent (75%) of all group photographic stills (i.e. of Artist and at least one other cast member having approval rights). Any photographic stills submitted by Company to Artist and not disapproved by Artist within three (3) business days during principal photography of the Picture and otherwise within five (5) business days after submission ("Response Period") shall be deemed approved and Company may select and use approved (including deemed approved) photographs in which Artist appears for all uses permitted under this Agreement.</p> <p>Artist shall have a right of prior written approval over all non-photographic likeness(es) of Artist alone to be used by Company in connection with the advertising and publicising of the Picture or for any other permitted purpose under this Agreement. Company shall submit such non-photographic likeness(es) to Artist and Artist shall notify Company whether Artist approves said likeness(es) within the Response Period.</p>

			<p>Any disapproval by Artist of a submitted likeness must be accompanied by notice of the specific reasons for such disapproval and Artist may not thereafter raise new or different objections unless an element was altered from a previous pass. Once any requested changes have been made the revised likeness shall be re-submitted to Artist for approval. If Artist does not approve of the resubmitted rendering, Artist shall notify Company within the Response Period accompanied by notice of the specific reasons therefor within five (5) business days of Artist's receipt thereof. There will be at least three (3) such submissions (if necessary) before Company shall have the right to curtail the submission/approval process and to use the non-photographic likeness completed after the previous set of revisions.</p>
		<p>Publicity</p>	<p>Any publicity, paid advertisements, press notices or other information with respect to the Picture shall be under the sole control of Company. Therefore, Artist shall not issue or consent to and/or authorize any person or entity to release such information without the express prior written approval of Company.</p> <p>Lender and Artist agree that during the photography of the Picture, if so requested by Company, Artist will cooperate with Company in promoting and publicizing the Picture by doing a reasonable amount of interviews for print and television and other similar promotional activities. Artist agrees to attend a reasonable amount of cast photo gallery sessions during principal photography at a time designated by Company. Company shall provide Artist with round-trip airfare and ground transportation to and from, and hotel accommodations for any such requested appearances. Company shall reimburse Artist for all other reasonable living expenses while Artist is required to be present at any such location.</p>
		<p>Merchandising</p>	<p>Company shall not have the right to use Artist's name, likeness or voice in merchandising and/or commercial tie-ups without Artist's prior written consent, provided however, that Artist's consent shall not be required for the use of Artist's name whenever it appears as part of the credit block or credits. Royalties, if any, for any merchandising using Artist's name, voice or likeness appearing outside the credits, shall be negotiated in good faith.</p>

		<p>Doubling and Dubbing</p>	<p>Company agrees that it will not, without the Artist’s consent, lip synchronize (in the English language) or use a photographic double in lieu of the Artist, except under the following circumstances:</p> <p>when necessary to meet expeditiously the requirements of the exhibition and Artist is unavailable during the time frame necessary;</p> <p>when necessary to meet expeditiously censorship requirements, domestic or foreign and Artist is unavailable during the time frame necessary;</p> <p>when, in the opinion of the Company, the failure to use a photographic double for the performance of hazardous acts might result in physical injury to the Artist;</p> <p>when the Artist is not available, after ten (10) business days advance notice (or such shorter period as the exigencies of production may require as reasonably determined by Company in its sole discretion); and</p> <p>when the Artist fails or is unable to meet certain requirements of the role, such as singing or the rendition of instrumental music, or other similar services requiring special talent or ability other than that possessed by the Artist.</p> <p>Pursuant to any of the provisions (a)(i) through (v) above, the Company shall have the right to lip synchronize or use a photographic double to synchronize or double not only the acts and poses, plays and appearances of the Artist, but also the voice of the Artist, and all instrumental, musical and other sound effects to be produced by the Artist to such an extent as may be required by the Company.</p>
<p>VICTOR GARBER</p>	<p>Actor</p>	<p>Principal Agreement</p>	<p>Artist will receive on screen credit in the main titles (whether such titles appear before or following the body of the film but wherever the lead cast credits are accorded), on a separate card, in no less than second position among the lead cast members, in a size and duration no less favorable than the size, prominence and duration of main title credit accorded to any other principal cast member.</p>
		<p>On Screen Credit</p>	<p>Artist shall be accorded credit on screen, size, type and placement as set out in the Principal Agreement;</p> <p>All other matters with respect to Artist’s credit hereunder shall be determined by Company in its sole discretion. All references in this Agreement to the “title” of the Picture shall be deemed to mean the regular title unless reference is specifically made to the artwork title. No casual or inadvertent failure of Company to comply with the provisions of this paragraph, nor any failure by third parties to comply with their agreements with Company with respect to such provisions, shall constitute a breach of this Agreement by Company. Provided Artist notifies Company of Company’s failure to accord Artist credit as provided herein, Company shall undertake reasonable efforts to promptly cure such failure on a prospective basis as to positive prints not yet made and advertisements not yet placed, as applicable, under Company’s control; provided, however, that Company shall have no obligation to issue subsequent positive prints or Paid Ads. Company shall use commercially-reasonable efforts to ensure that any third</p>

			party distributors, broadcasters and licensees of the Picture comply with the credit obligations herein contained.
		Paid Advertising Credit	Artist will receive credit in the billing block of all paid advertisements for the Picture including a full billing block or in which any other cast is credited, in no less than second position among the principal cast members, subject to each distributor(s) customary exclusions.
		Biography	Either supplied by Artist or Artist's reasonable approval over Company-supplied biography, provided that Artist's comments are received within five (5) business days ("Response Period") of Artist's receipt of the submitted biography.
		Photo and Likeness Approval	<p>Artist shall have the right of approval of all photographic stills of Artist issued by or under the control of Company in connection with the advertising and publicising of the Picture provided that Artist shall approve at least fifty percent (50%) of all solo photographic stills or with others who do not have approval rights and at least seventy-five percent (75%) of all group photographic stills (i.e. of Artist and at least one other cast member having approval rights). Any photographic stills submitted by Company to Artist and not disapproved by Artist within three (3) business days during principal photography of the Picture and otherwise within five (5) business days after submission ("Response Period") shall be deemed approved and Company may select and use approved (including deemed approved) photographs in which Artist appears for all uses permitted under this Agreement.</p> <p>Artist shall have a right of approval over all non-photographic likeness(es) of Artist alone to be used by Company in connection with the advertising and publicising of the Picture or for any other permitted purpose under this Agreement. Company shall submit such non-photographic likeness(es) to Artist and Artist shall notify Company whether Artist approves said likeness(es) within the Response Period. Any disapproval by Artist of a submitted likeness must be accompanied by notice of the specific reasons for such disapproval and Artist may not thereafter raise new or different objections unless an element was altered from a pervious pass. Once any requested changes have been made the revised likeness shall be re-submitted to Artist for approval. If Artist does not approve of the resubmitted rendering, Artist shall notify Company within the Response Period accompanied by notice of the specific reasons therefor within five (5) business days of Artist's receipt thereof. There will be at least three (3) such submissions (if necessary) before Company shall have the right to curtail the submission/approval process and to use the non-photographic likeness completed after the previous set of revisions.</p>
		Publicity	<p>Any publicity, paid advertisements, press notices or other information with respect to the Picture shall be under the sole control of Company. Therefore, Artist shall not issue or consent to and/or authorize any person or entity to release such information without the express prior written approval of Company.</p> <p>Artist agrees that during the photography of the Picture, if so requested by Company, Artist will cooperate within reason with Company in promoting and publicizing the Picture by doing a reasonable amount of interviews for print and television and other similar promotional activities. Artist agrees to attend a reasonable amount of cast photo gallery sessions during principal photography at a time designated by Company.</p>



			Company shall provide Artist with round-trip airfare and ground transportation to and from, and hotel accommodations for any such requested appearances. Company shall reimburse Artist for all other reasonable living expenses while Artist is required to be present at any such location.
		Merchandising	Company shall not have the right to use Artist's name, likeness or voice in merchandising and/or commercial tie-ups without Artist's prior written consent, provided however, that Artist's consent shall not be required for the use of Artist's name whenever it appears as part of the credit block or credits. Royalties, if any, for any merchandising using Artist's name, voice or likeness appearing outside the credits, shall be negotiated in good faith.
		Doubling and Dubbing	<p>Company agrees that it will not, without the Artist's consent, lip synchronize (in the English language) or use a photographic double in lieu of the Artist, except under the following circumstances:</p> <p>when necessary to meet expeditiously the requirements of the exhibition and Artist is unavailable during the time frame necessary;</p> <p>when necessary to meet expeditiously censorship requirements, domestic or foreign and Artist is unavailable during the time frame necessary;</p> <p>when, in the reasonable opinion of the Company, the failure to use a photographic double for the performance of hazardous acts might result in physical injury to the Artist;</p> <p>when the Artist is not available, after ten (10) business days advance notice (or such shorter period as the exigencies of production may require as reasonably determined by Company in its sole discretion); and</p> <p>when the Artist fails or is unable to meet certain requirements of the role, such as singing or the rendition of instrumental music, or other similar services requiring special talent or ability other than that possessed by the Artist.</p>
LAURA VANDERVOORT	Actor	Principal Agreement	Artist will receive on screen credit in the main titles (whether such titles appear before or following the body of the film but wherever the lead cast credits are accorded), on a separate card, in no less than third position among the principal cast members, in a size and duration no less favorable than the size, prominence and duration of main title credit accorded to any other lead cast member.
		On Screen Credit	<p>Artist shall be accorded credit on screen, size, type and placement as set out in the Principal Agreement;</p> <p>Other Credit Matters: All other matters with respect to Artist's credit hereunder shall be determined by Company in its sole discretion. All references in this Agreement to the "title" of the Picture shall be deemed to mean the regular title unless reference is specifically made to the artwork title. No casual or inadvertent failure of Company to comply with the provisions of this paragraph, nor any failure by third parties to comply with their agreements with Company with respect to such provisions, shall constitute a</p>

			breach of this Agreement by Company. Provided either Lender or Artist notifies Company of Company's failure to accord Artist credit as provided herein, Company shall undertake reasonable efforts to promptly cure such failure on a prospective basis as to positive prints not yet made and advertisements not yet placed, as applicable, under Company's control; provided, however, that Company shall have no obligation to issue subsequent positive prints or Paid Ads. Company shall use commercially-reasonable efforts to ensure that any third party distributors, broadcasters and licensees of the Picture comply with the credit obligations herein contained.
		Paid Advertising Credit	Artist will receive credit in the billing block of all paid advertisements for the Picture including a full billing block or in which any other cast is credited, in no less than third position among the principal cast members, subject to each distributor(s) customary exclusions in all media.
		Paid Ad Exclusions and Exceptions	Artist will receive excluded ad ties to every other performer rendering services in connection with the Picture, with customary size protections
		Biography	Either supplied by Artist or Artist's reasonable approval over Company-supplied biography, provided that Artist's comments are received within five (5) business days ("Response Period") of Artist's receipt of the submitted biography.
		Photo and Likeness Approval	<p>Artist shall have the right of approval of all photographic stills of Artist issued by or under the control of Company in connection with the advertising and publicising of the Picture provided that Artist shall approve at least fifty percent (50%) of all solo photographic stills or with others who do not have approval rights and at least seventy-five percent (75%) of all group photographic stills (i.e. of Artist and at least one other cast member having approval rights). Any photographic stills submitted by Company to Artist and not disapproved by Artist within three (3) business days during principal photography of the Picture and otherwise within five (5) business days after submission ("Response Period") shall be deemed approved and Company may select and use approved (including deemed approved) photographs in which Artist appears for all uses permitted under this Agreement.</p> <p>Artist shall have a right of approval over all non-photographic likeness(es) of Artist alone to be used by Company in connection with the advertising and publicising of the Picture or for any other permitted purpose under this Agreement. Company shall submit such non-photographic likeness(es) to Artist and Artist shall notify Company whether Artist approves said likeness(es) within the Response Period. Any disapproval by Artist of a submitted likeness must be accompanied by notice of the specific reasons for such disapproval and Artist may not thereafter raise new or different objections unless an element was altered from a pervious pass. Once any requested changes have been made the revised likeness shall be re-submitted to Artist for approval. If Artist does not approve of the resubmitted rendering, Artist shall notify Company within the Response Period accompanied by notice of the specific reasons therefor within five (5) business days of Artist's receipt thereof. There will be at least three (3) such submissions (if necessary) before Company shall have the right to curtail the submission/approval process and to use the non-photographic likeness completed after the previous set of revisions.</p>
		Publicity	Any publicity, paid advertisements, press notices or other information with respect to

			<p>the Picture shall be under the sole control of Company. Therefore, Artist shall not issue or consent to and/or authorize any person or entity to release such information without the express prior written approval of Company.</p> <p>Lender and Artist agree that during the photography of the Picture, if so requested by Company, Artist will cooperate within reason with Company in promoting and publicizing the Picture by doing a reasonable amount of interviews for print and television and other similar promotional activities. Artist agrees to attend a reasonable amount of cast photo gallery sessions during principal photography at a time designated by Company. Company shall provide Artist with round-trip airfare and ground transportation to and from, and hotel accommodations for any such requested appearances. Company shall reimburse Artist for all other reasonable living expenses while Artist is required to be present at any such location.</p>
		Behind the scenes	Artist shall have approval of any behind the scenes footage, outtakes or bloopers in which he appears.
		Doubling and Dubbing	Company agrees that it will not, without Lender or Artist's consent, lip synchronize (in the English language) or use a photographic double in lieu of Artist.
		Merchandising	Company shall not have the right to use Artist's name, likeness or voice in merchandising and/or commercial tie-ups without Artist's prior written consent, provided however, that Artist's consent shall not be required for the use of Artist's name whenever it appears as part of the credit block or credits. Royalties, if any, for any merchandising using Artist's name, voice or likeness appearing outside the credits, shall be negotiated in good faith.
DUSTIN MILLIGAN	Actor	Principal agreement	Artist will receive on screen credit in the main titles (whether such titles appear before or following the body of the film but wherever the principal cast credits are accorded), on a separate card, in no less than fifth position among the principal cast members, in a size and duration no less favorable than the size and duration of main title credit accorded to any other principal cast member.
		On screen	<p>Artist shall be accorded credit on screen, size, type and placement as set out in the Principal Agreement;</p> <p>Other Credit Matters: All other matters with respect to Artist's credit hereunder shall be determined by Company in its sole discretion. All references in this Agreement to the "title" of the Picture shall be deemed to mean the regular title unless reference is specifically made to the artwork title. No casual or inadvertent failure of Company to comply with the provisions of this paragraph, nor any failure by third parties to comply with their agreements with Company with respect to such provisions, shall constitute a breach of this Agreement by Company. Provided either Lender or Artist notifies Company of Company's failure to accord Artist credit as provided herein, Company shall undertake reasonable efforts to promptly cure such failure on a prospective basis as to positive prints not yet made and advertisements not yet placed, as applicable, under Company's control; provided, however, that Company shall have no obligation to issue subsequent positive prints or Paid Ads. Company shall use commercially-reasonable efforts to ensure that any third party distributors, broadcasters and licensees of the</p>

			Picture comply with the credit obligations herein contained.
		Paid Advertising Credit	Artist will receive credit in the billing block of video and DVD packaging, and in all paid advertisements for the Picture including a full billing block or in which any other cast is credited, in no less than fifth position among the principal cast members, subject to each distributor(s) customary exclusions.
		Paid Ad Exclusions and Exceptions	Artist will receive excluded ad ties to every other performer rendering services in connection with the Picture, with customary size protections.
		Biography	Either supplied by Artist or Artist's reasonable approval over Company-supplied biography, provided that Artist's comments are received within five (5) business days ("Response Period") of Artist's receipt of the submitted biography.
		Photo and Likeness Approval	<p>Artist shall have the right of approval of all photographic stills of Artist issued in connection with the advertising and publicising of the Picture provided that Artist shall approve at least fifty percent (50%) of all solo photographic stills or with others who do not have approval rights and at least seventy-five percent (75%) of all group photographic stills (i.e. of Artist and at least one other cast member having approval rights). Any photographic stills submitted by Company to Artist and not disapproved by Artist within Response Period shall be deemed approved and Company may select and use approved (including deemed approved) photographs in which Artist appears for all uses permitted under this Agreement.</p> <p>Artist shall have a right of approval over all non-photographic likeness(es) of Artist alone to be used in connection with the advertising and publicising of the Picture or for any other permitted purpose under this Agreement. Company shall submit such non-photographic likeness(es) to Artist and Artist shall notify Company whether Artist approves said likeness(es) within the Response Period. Any disapproval by Artist of a submitted likeness must be accompanied by notice of the specific reasons for such disapproval and Artist may not thereafter raise new or different objections unless an element was altered from a previous pass. Once any requested changes have been made the revised likeness shall be re-submitted to Artist for approval. If Artist does not approve of the resubmitted rendering, Artist shall notify Company within the Response Period accompanied by notice of the specific reasons therefor. There will be at least three (3) such submissions (if necessary) before Company shall have the right to curtail the submission/approval process and to use the non-photographic likeness completed after the previous set of revisions.</p>
		Behind the Scenes	Artist shall have approval of any behind the scenes footage, outtakes or bloopers in which he appears.
		Publicity	<p>Any publicity, paid advertisements, press notices or other information with respect to the Picture shall be under the sole control of Company. Therefore, Artist shall not issue or consent to and/or authorize any person or entity to release such information without the express prior written approval of Company.</p> <p>Lender and Artist agree that during the photography of the Picture, if so requested by Company, Artist will cooperate with Company in promoting and publicizing the Picture by doing a reasonable amount of interviews for print and television and other similar</p>

			<p>promotional activities. Artist agrees to attend a reasonable amount of cast photo gallery sessions during principal photography at a time designated by Company. Company shall provide Artist with round-trip airfare and ground transportation to and from, and hotel accommodations for any such requested appearances. Company shall reimburse Artist for all other reasonable living expenses while Artist is required to be present at any such location.</p>
		Doubling and Dubbing	<p>Company agrees that it will not, without Lender or Artist's consent, lip synchronize (in the English language) or use a photographic double in lieu of Artist. Artist shall have the first opportunity to dub in the English language.</p>
		Merchandising	<p>Company shall not have the right to use Artist's name, likeness or voice in merchandising and/or commercial tie-ups without Artist's prior written consent, provided however, that Artist's consent shall not be required for the use of Artist's name whenever it appears as part of the credit block or credits. Royalties, if any, for any merchandising using Artist's name, voice or likeness appearing outside the credits, shall be negotiated in good faith.</p>
DEVON BOSTICK	Actor	Principal agreement	<p>Artist will receive on screen credit in the main titles (whether such titles appear before or following the body of the film but wherever the lead cast credits are accorded), on a separate card, in no less than fifth position among the lead cast members, in a size and duration no less favorable than the size, prominence and duration of main title credit accorded to any other principal cast member.</p>
		On screen	<p>On Screen: Artist shall be accorded credit on screen, size, type and placement as set out in the Principal Agreement;</p> <p>Other Credit Matters: All other matters with respect to Artist's credit hereunder shall be determined by Company in its sole discretion. All references in this Agreement to the "title" of the Picture shall be deemed to mean the regular title unless reference is specifically made to the artwork title. No casual or inadvertent failure of Company to comply with the provisions of this paragraph, nor any failure by third parties to comply with their agreements with Company with respect to such provisions, shall constitute a breach of this Agreement by Company. Provided either Lender or Artist notifies Company of Company's failure to accord Artist credit as provided herein, Company shall undertake reasonable efforts to promptly cure such failure on a prospective basis as to positive prints not yet made and advertisements not yet placed, as applicable, under Company's control; provided, however, that Company shall have no obligation to issue subsequent positive prints or Paid Ads. Company shall use commercially-reasonable efforts to ensure that any third party distributors, broadcasters and licensees of the Picture comply with the credit obligations herein contained.</p>
		paid advertising credit	<p>Artist will receive credit in the billing block of all paid advertisements for the Picture including a full billing block or in which any other cast is credited, in no less than fifth position among the principal cast members, subject to each distributor(s) customary exclusions in all media.</p>
		paid ad exclusions and exceptions	<p>Artist will receive excluded ad ties to every other performer rendering services in connection with the Picture, with customary size protections.</p>

		<p>biography</p>	<p>Either supplied by Artist or Artist's reasonable approval over Company-supplied biography, provided that Artist's comments are received within five (5) business days ("Response Period") of Artist's receipt of the submitted biography.</p>
		<p>Photo and Likeness Approval</p>	<p>Artist shall have the right of approval of all photographic stills of Artist issued by or under the control of Company in connection with the advertising and publicising of the Picture provided that Artist shall approve at least fifty percent (50%) of all solo photographic stills or with others who do not have approval rights and at least seventy-five percent (75%) of all group photographic stills (i.e. of Artist and at least one other cast member having approval rights). Any photographic stills submitted by Company to Artist and not disapproved by Artist within three (3) business days during principal photography of the Picture and otherwise within five (5) business days after submission ("Response Period") shall be deemed approved and Company may select and use approved (including deemed approved) photographs in which Artist appears for all uses permitted under this Agreement.</p> <p>Artist shall have a right of approval over all non-photographic likeness(es) of Artist alone to be used by Company in connection with the advertising and publicising of the Picture or for any other permitted purpose under this Agreement. Company shall submit such non-photographic likeness(es) to Artist and Artist shall notify Company whether Artist approves said likeness(es) within the Response Period. Any disapproval by Artist of a submitted likeness must be accompanied by notice of the specific reasons for such disapproval and Artist may not thereafter raise new or different objections unless an element was altered from a pervious pass. Once any requested changes have been made the revised likeness shall be re-submitted to Artist for approval. If Artist does not approve of the resubmitted rendering, Artist shall notify Company within the Response Period accompanied by notice of the specific reasons therefor within five (5) business days of Artist's receipt thereof. There will be at least three (3) such submissions (if necessary) before Company shall have the right to curtail the submission/approval process and to use the non-photographic likeness completed after the previous set of revisions.</p>
		<p>Publicity</p>	<p>Any publicity, paid advertisements, press notices or other information with respect to the Picture shall be under the sole control of Company. Therefore, Artist shall not issue or consent to and/or authorize any person or entity to release such information without the express prior written approval of Company.</p> <p>Lender and Artist agree that during the photography of the Picture, if so requested by Company, Artist will cooperate within reason with Company in promoting and publicizing the Picture by doing a reasonable amount of interviews for print and television and other similar promotional activities. Artist agrees to attend a reasonable amount of cast photo gallery sessions during principal photography at a time designated by Company. Company shall provide Artist with round-trip airfare and ground transportation to and from, and hotel accommodations for any such requested appearances. Company shall reimburse Artist for all other reasonable living expenses while Artist is required to be present at any such location.</p>
		<p>Behind the Scenes</p>	<p>Artist shall have approval of any behind the scenes footage, outtakes or bloopers in which he appears.</p>

		Doubling and Dubbing	Company agrees that it will not, without Lender or Artist's consent, lip synchronize (in the English language) or use a photographic double in lieu of Artist.
		Merchandising	Company shall not have the right to use Artist's name, likeness or voice in merchandising and/or commercial tie-ups without Artist's prior written consent, provided however, that Artist's consent shall not be required for the use of Artist's name whenever it appears as part of the credit block or credits. Royalties, if any, for any merchandising using Artist's name, voice or likeness appearing outside the credits, shall be negotiated in good faith.
TATIANA MASLANY	Actor	Principal agreement	Single card, main titles, no less than 6th position.
		On screen	Producers discretion
		paid advertising credit	Producers discretion
		paid ad exclusions and exceptions	Producers discretion
		Biography Photo and Likeness	Principal Agreement: Approval of photo/likeness and bio of Artist.  Standard Terms and Conditions: Artist hereby grants Producer the nonexclusive right in perpetuity throughout the universe to use and permit others to use Artist's name, image, likeness, voice (or simulation thereof) and biography (collectively, "Name and Likeness") solely as embodied in the Picture, by any means and all media, whether now know or hereafter developed.
		Behind the Scenes Approval	Subject to the approval rights set forth in the Agreement in which these Standard Terms and Conditions are attached, Producer may also use images from the Picture of film clips from the Picture (which contain Artist's name and likeness) as well as outtakes, extra footage, "behind the scenes" or "making of" footage, or photos in which Artist appears, in any manner that it elects, including, without limitation, in connection with videodisks, promotional films or "making of" or similar programs.
		Publicity	Artist agrees to be available, subject to prior professional contractual commitments, for publicity and promotion, as when and where Producer may require for the minimum applicable additional compensation prescribed for such use in the SAG agreement, if any.
		Doubling and Dubbing	Producers discretion
		Merchandising	Producers discretion
STEPHEN MCHATTIE	Actor	Principal agreement	Single card, main titles.
		On screen	Producers discretion
		paid advertising credit	Producers discretion
		paid ad exclusions and exceptions	Producers discretion
		Photo and Behind the Scenes Approval	Subject to the approval rights set forth in the Agreement in which these Standard Terms and Conditions are attached, Producer may also use images from the Picture of film clips from the Picture (which contain Artist's name and likeness) as well as outtakes, extra footage, "behind the scenes" or "making of" footage, or photos in which Artist appears, in any manner that it elects, including, without limitation, in connection with videodisks, promotional films or "making of" or similar programs.

		Biography and Likeness	Artist hereby grants Producer the nonexclusive right in perpetuity throughout the universe to use and permit others to use Artist's name, image, likeness, voice (or simulation thereof) and biography (collectively, "Name and Likeness") solely as embodied in the Picture, by any means and all media, whether now know or hereafter developed.
		Publicity	Artist agrees to be available, subject to prior professional contractual commitments, for publicity and promotion, as when and where Producer may require for the minimum applicable additional compensation prescribed for such use in the SAG agreement, if any.
		Doubling and Dubbing	Producers discretion
		Merchandising	Producers discretion
RAY LIOTTA	Actor	Principal agreement	Artist will receive on screen credit in the main titles (whether such titles appear before or following the body of the film), in the form "and" Ray Liotta on a separate card, in last position among the principal cast members credited on separate cards, in a size, height, thickness, boldness, prominence and duration no less favorable than the size, height, thickness, boldness, prominence and duration of main title credit accorded to any other principal cast member and no less than fifty (50) percent of the size and type used to display the title of the Picture on screen.
		On screen	
		paid advertising credit	Artist will receive credit in the billing block of all paid advertisements for the Picture, in the same position as above for the screen credit among the principal cast members, in a size no less than 100% the size of the title, and no less than 35% the size of the artwork title and no less favorable than the billing block credit accorded to any other principal cast member, subject to each distributor(s) customary exclusions. In the event any other performer receives credit above the title in the main titles or the billing block, Artist will receive credit above the title, in last position.
		paid ad exclusions and exceptions	Artist will receive excluded ad ties, above the title ties, artwork title ties, likeness and parity ties, and audio ties to every other performer rendering services in connection with the Picture, with customary size protections.
		biography	Artist shall within ten (10) business days of Artist's receipt of Company's written request to Artist therefor furnish Company with a pre-approved biography to be used by Company in connection with the advertising, publicity and promotion of the Picture and provided Artist timely submits such biography Company shall not use biographical information other than that contained in the biography furnished (except that Company may update professional credits) without Artist's prior written approval (which approval shall not be unreasonably withheld or delayed).
		Photo and Likeness Approval	Artist shall have the right of approval of all photographic stills of Artist issued by or under the control of Company in connection with the advertising and publicising of the Picture or otherwise provided that Artist shall approve at least fifty percent (50%) of all solo photographic stills or with others who do not have approval rights and at least seventy-five percent (75%) of all group photographic stills (i.e. of Artist and at least one other cast member having approval rights). Any photographic stills submitted by Company to Artist and not disapproved by Artist within five (5) business days during Artist's services during principal photography of the Picture and otherwise within ten



			<p>(10) business days after submission ("Response Period") shall be deemed approved and Company may select and use approved (including deemed approved) photographs in which Artist appears for all uses permitted under this Agreement.</p> <p>Artist shall have a right of approval over all non-photographic likeness(es) of Artist to be used by Company in connection with the advertising and publicizing of the Picture or for any other permitted purpose under this Agreement. Company shall submit such non-photographic likeness(es) to Artist and Artist shall notify Company whether Artist approves said likeness(es) within the Response Period. Any disapproval by Artist of a submitted likeness must be accompanied by notice of the specific reasons for such disapproval. Once all requested changes have been made the revised likeness shall be re-submitted to Artist for approval. If Artist does not approve of the resubmitted rendering, Artist shall notify Company within the Response Period accompanied by notice of the specific reasons therefor within ten (10) business days of Artist's receipt thereof. There will be at least three (3) such submissions (if necessary), subject to the response period before Company shall have the right to curtail the submission/approval process and to use the non-photographic likeness completed after the previous set of revisions. In the event none of the three submissions result in an approval by Artist, Artist will have a right to select which likeness of the three shall be utilized.</p>
		Publicity	Company shall provide Artist with reasonable notice of any press or publicity personnel that Company grants access to set.
		Behind the Scenes	Artist shall have approval of any behind the scenes and/or EPK footage, outtakes and bloopers in which he appears.
		Doubling and Dubbing	Company agrees that it will not, without Lender or Artist's consent, lip synchronize (in the English language) or use a photographic double in lieu of Artist. Company shall provide Artist with a first opportunity to dub in the English language.
		Merchandising	<p>Company shall not use Artist's name, voice or actual or simulated likeness in merchandising items, commercial tie-ins, endorsements, co-promotions, soundtrack, novelizations, interactive media and/or music videos without Artist's prior written consent in each instance, except that Company shall have the right to use in merchandising items Artist's name as it appears in the "billing block". For the avoidance of doubt, Company may not use sound-a-likes or look-a-likes to circumvent the approval rights set forth herein. In the event Artist approves the use of his name, voice, or actual or simulated likeness, Lender shall be entitled to a customary royalty therefor to be negotiated in good faith.</p> <p>Company shall not have the right to use Artist's name, likeness or voice in merchandising or commercial tie-ups or the soundtrack for the Picture (if any) without Artist's prior written consent in each instance, provided however, that Artist's consent shall not be required for the use of Artist's name whenever it appears as part of the credit block or credits. Royalties, if any, for any merchandising using Artist's name, voice or likeness appearing outside the credits, shall be negotiated in good faith in accordance with Artist's precedent.</p>
STEPHANIE GORIN	Casting	Principal agreement	For the movie, NORTH PORT PRODUCTIONS INC.. agrees to give credit to Stephanie

			Gorin. NORTH PORT PRODUCTIONS INC.. will ensure that such credit appears on a single card or shared with U.S. casting director in the main titles.
		On screen	The size, style, prominence and duration of the credit shall be at the sole discretion of NORTH PORT PRODUCTIONS INC.. and shall read along the lines of: Canadian Casting by: Stephanie Gorin, CSA, CDC
		paid advertising credit	Producers discretion
		paid ad exclusions and exceptions	Producers discretion
		biography	Producers discretion
		Photo and Likeness Approval	Producers discretion
		Merchandising	Producers discretion
RICK MONTGOMERY	US Casting	Principal agreement	Producers discretion
		On screen	Producers discretion
		paid advertising credit	Producers discretion
		paid ad exclusions and exceptions	Producers discretion
		biography	Producers discretion
		Photo and Likeness Approval	Producers discretion
		Merchandising	Producers discretion
JENNIFER EVANS	Costume Designer	Principal agreement	Company shall be under no obligation to accord crew member credit on screen. In the event Company desires to accord crew member credit on screen, Company shall in its sole discretion determine such credit including, without limitation, the size, style and placement of such credit. No casual or inadvertent failure to comply with the provisions of this paragraph shall constitute a breach of this agreement, nor give rise to any form of equitable relief whatsoever.
		On screen	Producers discretion
		paid advertising credit	Producers discretion
		paid ad exclusions and exceptions	Producers discretion
		biography	Producers discretion
		Photo and Likeness Approval	Crew member hereby grants Company the right to use his/her name, likeness and voice in publicity related photographs, "behind the scene" films and "electronic press kits" video releases and in advertising or promoting the film.
Merchandising	Producers discretion		
ROBERT DUNCAN	Music By	Principal agreement	<p>SUBJECT to the Lender duly rendering all of the services required of him hereunder and to a substantial use of the Compositions and Sound Recordings being made in the Production the Composer shall to the best of the Producer's endeavours be accorded on all positive copies of the Film credit in the words "MUSIC BY ROBERT DUNCAN" and as far as possible ensure that the same size of type as the credit given to the director of the Production and such screen credit shall appear in the main credit titles, provided that the Composer credit will not interfere with any of the other contractual obligations of the Producer in regard to the granting of credits in which case the foregoing shall be changed to meet the Producer's requirements in this regard.</p> <p>Credit on Soundtrack album covers and other types of recordings are to be negotiated in good faith.</p>

		On screen	SUBJECT to the Lender duly rendering all of the services required of him hereunder and to a substantial use of the Compositions and Sound Recordings being made in the Production the Composer shall to the best of the Producer's endeavours be accorded on all positive copies of the Film credit in the words "MUSIC BY ROBERT DUNCAN" and as far as possible ensure that the same size of type as the credit given to the director of the Production and such screen credit shall appear in the main credit titles, provided that the Composer credit will not interfere with any of the other contractual obligations of the Producer in regard to the granting of credits in which case the foregoing shall be changed to meet the Producer's requirements in this regard.
		paid advertising credit	<p>Producer is to use best efforts to secure Credit substantially in the form as set forth above to appear in all paid advertisements issued by Producer or under Producer's control in which Producers are accorded credit, including trailers, television spots, one-sheets and billboards where Writer, Producer, and Director are all accorded credit subject to customary exclusions except that if Writer, Producer, and Director are accorded credit, Composer shall also be credited in such excluded ads. Composer credit to appear on the packaging of all video cassettes, video discs, DVDs and similar projects.</p> <p>Credit on Soundtrack album covers and other types of recordings are to be negotiated in good faith.</p>
		paid ad exclusions and exceptions	<p>Producer is to use best efforts to secure Credit substantially in the form as set forth above to appear in all paid advertisements issued by Producer or under Producer's control in which Producers are accorded credit, including trailers, television spots, one-sheets and billboards where Writer, Producer, and Director are all accorded credit subject to customary exclusions except that if Writer, Producer, and Director are accorded credit, Composer shall also be credited in such excluded ads. Composer credit to appear on the packaging of all video cassettes, video discs, DVDs and similar projects.</p>
		Biography, Photo and Likeness Approval	<p>the Producer shall have the irrevocable right to use and permit the use of the Composer's name, approved biographies, approved photographs and other approved reproductions of the Composer's physical likeness for advertising and publicity purposes in connection with the production and exploitation in all media of the Production. The Lender will, if requested by the Producer, provide an approved biography within five (5) business days of a request therefor from the Producer. The Lender will agree to communicate his approval (or not) of any reproductions of his physical likeness (including stills) within five (5) business days of any request from the Producer therefor, failing which the Lender shall be deemed to have approved the same.</p>
		Merchandising	Producer's discretion
MATTHEW HANNAM	Edited By	Principal agreement	<p>Editor shall be accorded a single card credit, of equal size and prominence as other single cards in the main credits, no less favorable than the Director of Photography, reading substantially – EDITOR: MATTHEW HANNAM. Same in paid ads and publicity, DVD/Video jackets and billing blocks wherever the DP's name appears. In the event of failure to accord credit as specified hereof, Producer shall make best efforts to cure</p>

			prospectively.
		On screen	Editor shall be accorded a single card credit, of equal size and prominence as other single cards in the main credits, no less favorable than the Director of Photography, reading substantially – EDITOR: MATTHEW HANNAM.
		paid advertising credit	Same in paid ads and publicity, DVD/Video jackets and billing blocks wherever the DP's name appears.
		paid ad exclusions and exceptions	Producers discretion
		biography	Producers discretion
		Photo and Likeness Approval	Producers discretion
		Merchandising	Producers discretion
AIDAN LEROUX	Production Designer	Principal agreement	PD shall accorded a single card on all prints of the Picture in the main titles (wherever they appear), of equal size, type, duration and prominence as other single card main title credits, reading substantially – PRODUCTION DESIGNER: AIDAN LEROUX. The same credits shall be accorded in paid ads, publicity, DVD /video jackets and billing block wherever the DP's name appears. All aspects of the credit, including placement, size and type shall be no less favorable than the Director of Photography. In the event of failure to accord credit as specified hereof, Producer shall make best efforts to cure breach prospectively.
		On screen	All aspects of the credit, including placement, size and type shall be no less favorable than the Director of Photography. In the event of failure to accord credit as specified hereof, Producer shall make best efforts to cure breach prospectively.
		paid advertising credit	The same credits shall be accorded in paid ads, publicity, DVD /video jackets and billing block wherever the DP's name appears.
		paid ad exclusions and exceptions	Producers discretion
		Biography	Producers discretion
		Photo and Likeness Approval	Crew member hereby grants Company the right to use his/her name, likeness and voice in publicity related photographs, "behind the scene" films and "electronic press kits" video releases and in advertising or promoting the film.
		Merchandising	Producers discretion
DAVID GREEN	Director of Photogrphahy	Principal agreement	DP shall receive a single card credit on all prints of the Picture, in the main titles (wherever they appear), of equal size, type, duration and prominence as other single card main title credits, reading substantially: DIRECTOR OF PHOTOGRAPHY: DAVID GREENE, CSC. DP shall also be accorded same credit in paid ads, billing block, and video/DVD jackets, as applicable, subject to standard exclusions and exceptions. In the event of failure to accord credit as specified herefo, Producer shall make best efforts to cure prospectively.
		On screen	DP shall receive a single card credit on all prints of the Picture, in the main titles (wherever they appear), of equal size, type, duration and prominence as other single card main title credits, reading substantially: DIRECTOR OF PHOTOGRAPHY: DAVID GREENE, CSC.
		paid advertising credit	DP shall also be accorded same credit in paid ads, billing block, and video/DVD jackets, as applicable, subject to standard exclusions and exceptions. In the event of failure to accord credit as specified herefo, Producer shall make best efforts to cure prospectively.

		paid ad exclusions and exceptions	Producers discretion
		Biography	Producers discretion
		Photo and Likeness Approval	Crew member hereby grants Company the right to use his/her name, likeness and voice in publicity related photographs, "behind the scene" films and "electronic press kits" video releases and in advertising or promoting the film.
		Merchandising	Producers discretion
TEX ANTONUCCI	Associate Producer	Principal agreement	Company shall accord Antonucci an Associate Producer credit, on no less than a shared card in the end titles, on all positive prints of the Picture, and in the billing block portion of all paid ads (subject to customary distributor exclusions),the size, boldness, and duration of which shall be on a most favored nations basis with all other Associate Producer credits.
		On screen	Company shall accord Antonucci an Associate Producer credit, on no less than a shared card in the end titles, on all positive prints of the Picture, and in the billing block portion of all paid ads (subject to customary distributor exclusions),the size, boldness, and duration of which shall be on a most favored nations basis with all other Associate Producer credits.
		paid advertising credit	Company shall accord Antonucci an Associate Producer credit, on no less than a shared card in the end titles, on all positive prints of the Picture, and in the billing block portion of all paid ads (subject to customary distributor exclusions),the size, boldness, and duration of which shall be on a most favored nations basis with all other Associate Producer credits.
		paid ad exclusions and exceptions	Producers discretion
		Biography	Producers discretion
		Photo and Likeness Approval	Producers discretion
		Merchandising	Producers discretion
WILLIAM MORRISSEY	Executive Producer	Principal agreement	Company shall accord Morrissey an Executive Producer credit, on no less than a shared card in the main titles, on all positive prints of the Picture, and in the billing block portion of all paid ads (subject to customary distributor exclusions),the size, boldness, and duration of which shall be on a most favored nations basis with all other Executive Producer credits. <b>[EMAIL CONFIRMATION SENT APRIL 25, 2011 FROM WILLIAM MORRISSEY CONFIRMING CREDIT SHOULD READ "WILLIAM MORRISSEY"]</b>
		On screen	Company shall accord Morrissey an Executive Producer credit, on no less than a shared card in the main titles, on all positive prints of the Picture, and in the billing block portion of all paid ads (subject to customary distributor exclusions),the size, boldness, and duration of which shall be on a most favored nations basis with all other Executive Producer credits. <b>[EMAIL CONFIRMATION SENT APRIL 25, 2011 FROM WILLIAM MORRISSEY CONFIRMING CREDIT SHOULD READ "WILLIAM MORRISSEY"]</b>
		paid advertising credit	Company shall accord Morrissey an Executive Producer credit, on no less than a shared card in the main titles, on all positive prints of the Picture, and in the billing block portion of all paid ads (subject to customary distributor exclusions),the size, boldness, and duration of which shall be on a most favored nations basis with all other Executive Producer credits. <b>[EMAIL CONFIRMATION SENT APRIL 25, 2011 FROM WILLIAM MORRISSEY CONFIRMING CREDIT SHOULD READ "WILLIAM MORRISSEY"]</b>
		paid ad exclusions and exceptions	Producers discretion

		Biography, Photo and Likeness Approval	Company agrees that it will not use or authorize the use of Morrissey's name, biography, photograph and/or likeness as a direct endorsement of any product or service (other than the Picture) or in merchandising without first obtaining Morrissey's written consent. For purposes hereof, soundtrack albums and tapes, music publishing materials, sheet music, novelizations and other publications, merchandising featuring Morrissey's name in the credit block and commercial tie-ins relating to the Picture will not be considered "merchandising" items with respect to which Morrissey's consent is required.
		Merchandising	Company agrees that it will not use or authorize the use of Morrissey's name, biography, photograph and/or likeness as a direct endorsement of any product or service (other than the Picture) or in merchandising without first obtaining Morrissey's written consent. For purposes hereof, soundtrack albums and tapes, music publishing materials, sheet music, novelizations and other publications, merchandising featuring Morrissey's name in the credit block and commercial tie-ins relating to the Picture will not be considered "merchandising" items with respect to which Morrissey's consent is required.
DEBORAH BALDERSTONE	Executive Producer	Principal agreement	Company shall accord Executive Producer an "Executive Producer" credit, on a single card, on all positive prints of the Picture and in the billing block portion of all paid ads (subject to customary distributor exclusions), in first position of all Executive Producer Credits, and the size, boldness, and duration of which shall be on a most favored nations basis with all other Executive Producer credits. <b>[EMAIL APPROVAL FROM DEB RECEIVED Feb 28, 2011, CONFIRMING SHARED CARD, SECOND POSITION.]</b>
		On screen	Company shall accord Executive Producer an "Executive Producer" credit, on a single card, on all positive prints of the Picture and in the billing block portion of all paid ads (subject to customary distributor exclusions), in first position of all Executive Producer Credits, and the size, boldness, and duration of which shall be on a most favored nations basis with all other Executive Producer credits. <b>[EMAIL APPROVAL FROM DEB RECEIVED Feb 28, 2011, CONFIRMING SHARED CARD, SECOND POSITION.]</b>
		paid advertising credit	Company shall accord Executive Producer an "Executive Producer" credit, on a single card, on all positive prints of the Picture and in the billing block portion of all paid ads (subject to customary distributor exclusions), in first position of all Executive Producer Credits, and the size, boldness, and duration of which shall be on a most favored nations basis with all other Executive Producer credits. <b>[EMAIL APPROVAL FROM DEB RECEIVED Feb 28, 2011, CONFIRMING SHARED CARD, SECOND POSITION.]</b>
		paid ad exclusions and exceptions	Producers discretion
		Biography	Producers discretion
		Photo and Likeness Approval	Producers discretion
		Merchandising	Producers discretion
BRYAN GLISERMAN	Executive Producer	Principal agreement	one (1) "Executive Producer" credit (to be given to E1's designee, in its sole discretion, provided such designee is a Canadian citizen) on screen in the end titles of the Picture on no less than a shared card in equal size and prominence as any other producer, adjacent to other producer credits, and in the billing block portion of all paid advertising; provided that if any executive producer is accorded credit in the on screen in the main titles, E1's designee shall likewise be credited in the main titles of the

			Picture on no less than a shared card in equal size and prominence as any other producer, adjacent to other producer credits.
		On screen	one (1) "Executive Producer" credit (to be given to E1's designee, in its sole discretion, provided such designee is a Canadian citizen) on screen in the end titles of the Picture on no less than a shared card in equal size and prominence as any other producer, adjacent to other producer credits, and in the billing block portion of all paid advertising; provided that if any executive producer is accorded credit in the on screen in the main titles, E1's designee shall likewise be credited in the main titles of the Picture on no less than a shared card in equal size and prominence as any other producer, adjacent to other producer credits.
		paid advertising credit	one (1) "Executive Producer" credit (to be given to E1's designee, in its sole discretion, provided such designee is a Canadian citizen) on screen in the end titles of the Picture on no less than a shared card in equal size and prominence as any other producer, adjacent to other producer credits, and in the billing block portion of all paid advertising; provided that if any executive producer is accorded credit in the on screen in the main titles, E1's designee shall likewise be credited in the main titles of the Picture on no less than a shared card in equal size and prominence as any other producer, adjacent to other producer credits.
		paid ad exclusions and exceptions	Producers discretion
		Biography	Producers discretion
		Photo and Likeness Approval	Producers discretion
		Merchandising	Producers discretion
JOHN PANTAGES	Executive Producer	Principal agreement	Company shall accord Pantages an Executive Producer credit, on no less than a shared card in the main titles, on all positive prints of the Picture, and in the billing block portion of all paid ads (subject to customary distributor exclusions),the size, boldness, and duration of which shall be on a most favored nations basis with all other Executive Producer credits.
		On screen	Company shall accord Pantages an Executive Producer credit, on no less than a shared card in the main titles, on all positive prints of the Picture, and in the billing block portion of all paid ads (subject to customary distributor exclusions),the size, boldness, and duration of which shall be on a most favored nations basis with all other Executive Producer credits.
		paid advertising credit	Company shall accord Pantages an Executive Producer credit, on no less than a shared card in the main titles, on all positive prints of the Picture, and in the billing block portion of all paid ads (subject to customary distributor exclusions),the size, boldness, and duration of which shall be on a most favored nations basis with all other Executive Producer credits.
		paid ad exclusions and exceptions	Producers discretion
		biography Photo and Likeness Approval	Company agrees that it will not use or authorize the use of Pantage's name, biography, photograph and/or likeness as a direct endorsement of any product or service (other than the Picture) or in merchandising without first obtaining Pantage's written consent. For purposes hereof, soundtrack albums and tapes, music publishing materials, sheet music, novelizations and other publications, merchandising featuring Pantage's name in the credit block and commercial tie-ins relating to the Picture will not be considered "merchandising" items with respect to which Pantages's consent is required.
		Merchandising	Company agrees that it will not use or authorize the use of Pantage's name, biography,

			<p>photograph and/or likeness as a direct endorsement of any product or service (other than the Picture) or in merchandising without first obtaining Pantage’s written consent. For purposes hereof, soundtrack albums and tapes, music publishing materials, sheet music, novelizations and other publications, merchandising featuring Pantage’s name in the credit block and commercial tie-ins relating to the Picture will not be considered "merchandising" items with respect to which Pantages’s consent is required.</p>
LINDSAY MACADAM	Executive Producer	Principal agreement	Company shall accord Executive Producer a courtesy “Executive Producer” credit, on no less than a shared card, on all positive prints of the Picture and in the billing block portion of all paid ads (subject to customary distributor exclusions), the size, boldness, and duration of which shall be on a most favored nations basis with all other Executive Producer credits.
		On screen	Company shall accord Executive Producer a courtesy “Executive Producer” credit, on no less than a shared card, on all positive prints of the Picture and in the billing block portion of all paid ads (subject to customary distributor exclusions), the size, boldness, and duration of which shall be on a most favored nations basis with all other Executive Producer credits.
		paid advertising credit	Company shall accord Executive Producer a courtesy “Executive Producer” credit, on no less than a shared card, on all positive prints of the Picture and in the billing block portion of all paid ads (subject to customary distributor exclusions), the size, boldness, and duration of which shall be on a most favored nations basis with all other Executive Producer credits.
		paid ad exclusions and exceptions	Producers discretion
		Biography, Photo and Likeness Approval	Company agrees that it will not use or authorize the use of Executive Producer name, biography, photograph and/or likeness as a direct endorsement of any product or service (other than the Picture) or in merchandising without first obtaining Executive Producer written consent. For purposes hereof, soundtrack albums and tapes, music publishing materials, sheet music, novelizations and other publications, merchandising featuring Executive Producer name in the credit block and commercial tie-ins relating to the Picture will not be considered "merchandising" items with respect to which Executive Producer consent is required.
		Merchandising	Company agrees that it will not use or authorize the use of Executive Producer name, biography, photograph and/or likeness as a direct endorsement of any product or service (other than the Picture) or in merchandising without first obtaining Executive Producer written consent. For purposes hereof, soundtrack albums and tapes, music publishing materials, sheet music, novelizations and other publications, merchandising featuring Executive Producer name in the credit block and commercial tie-ins relating to the Picture will not be considered "merchandising" items with respect to which Executive Producer consent is required.
ROB MERILEES	Executive Producer	Principal agreement	Company shall accord Executive Producer a “Executive Producer” credit, on no less than a shared card with one other Executive Producer, on all positive prints of the Picture and in the billing block portion of all paid ads (subject to customary distributor exclusions), the size, boldness, and duration of which shall be on a most favored nations basis with all other Executive Producer credits.



		On screen	Company shall accord Executive Producer a "Executive Producer" credit, on no less than a shared card with one other Executive Producer, on all positive prints of the Picture and in the billing block portion of all paid ads (subject to customary distributor exclusions), the size, boldness, and duration of which shall be on a most favored nations basis with all other Executive Producer credits.
		paid advertising credit	Company shall accord Executive Producer a "Executive Producer" credit, on no less than a shared card with one other Executive Producer, on all positive prints of the Picture and in the billing block portion of all paid ads (subject to customary distributor exclusions), the size, boldness, and duration of which shall be on a most favored nations basis with all other Executive Producer credits.
		paid ad exclusions and exceptions	Producers discretion
		Biography, Photo and Likeness Approval	Company agrees that it will not use or authorize the use of Executive Producer name, biography, photograph and/or likeness as a direct endorsement of any product or service (other than the Picture) or in merchandising without first obtaining Executive Producer written consent. For purposes hereof, soundtrack albums and tapes, music publishing materials, sheet music, novelizations and other publications, merchandising featuring Executive Producer name in the credit block and commercial tie-ins relating to the Picture will not be considered "merchandising" items with respect to which Executive Producer consent is required.
		Merchandising	Company agrees that it will not use or authorize the use of Executive Producer name, biography, photograph and/or likeness as a direct endorsement of any product or service (other than the Picture) or in merchandising without first obtaining Executive Producer written consent. For purposes hereof, soundtrack albums and tapes, music publishing materials, sheet music, novelizations and other publications, merchandising featuring Executive Producer name in the credit block and commercial tie-ins relating to the Picture will not be considered "merchandising" items with respect to which Executive Producer consent is required.
ROBIN CRUMLEY	Co-Producer	Principal agreement	Company shall accord Co-Producer a "Co-Producer" credit, on a single card, in the main credits on all positive prints of the Picture and in the billing block portion of all paid ads (subject to customary distributor exclusions), the size, boldness, and duration of which shall be on a most favored nations basis with all other Co-Producer credits.
		On screen	Company shall accord Co-Producer a "Co-Producer" credit, on a single card, in the main credits on all positive prints of the Picture and in the billing block portion of all paid ads (subject to customary distributor exclusions), the size, boldness, and duration of which shall be on a most favored nations basis with all other Co-Producer credits.
		paid advertising credit	Company shall accord Co-Producer a "Co-Producer" credit, on a single card, in the main credits on all positive prints of the Picture and in the billing block portion of all paid ads (subject to customary distributor exclusions), the size, boldness, and duration of which shall be on a most favored nations basis with all other Co-Producer credits.
		paid ad exclusions and exceptions	Producers discretion
		Biography, Photo and Likeness Approval	Company agrees that it will not use or authorize the use of Co-Producer name, biography, photograph and/or likeness as a direct endorsement of any product or service (other than the Picture) or in merchandising without first obtaining Co-Producer written consent. For purposes hereof, soundtrack albums and tapes, music publishing materials, sheet music, novelizations and other publications, merchandising featuring Co-Producer name in the credit block and commercial tie-ins relating to the Picture will not be considered "merchandising" items with respect to which Co-Producer consent is

			required.
		Merchandising	Company agrees that it will not use or authorize the use of Co-Producer name, biography, photograph and/or likeness as a direct endorsement of any product or service (other than the Picture) or in merchandising without first obtaining Co-Producer written consent. For purposes hereof, soundtrack albums and tapes, music publishing materials, sheet music, novelizations and other publications, merchandising featuring Co-Producer name in the credit block and commercial tie-ins relating to the Picture will not be considered "merchandising" items with respect to which Co-Producer consent is required.
DAVE VALLEAU	Produced By	Principal agreement	Company shall accord Producer a "Produced By" credit, on a single card, on all positive prints of the Picture and in the billing block portion of all paid ads (subject to customary distributor exclusions), the size, boldness, and duration of which shall be on a most favored nations basis with all other Producer credits.
		On screen	Company shall accord Producer a "Produced By" credit, on a single card, on all positive prints of the Picture and in the billing block portion of all paid ads (subject to customary distributor exclusions), the size, boldness, and duration of which shall be on a most favored nations basis with all other Producer credits.
		paid advertising credit	Company shall accord Producer a "Produced By" credit, on a single card, on all positive prints of the Picture and in the billing block portion of all paid ads (subject to customary distributor exclusions), the size, boldness, and duration of which shall be on a most favored nations basis with all other Producer credits.
		paid ad exclusions and exceptions	Producers discretion
		biography	Producers discretion
		Photo and Likeness Approval	Producers discretion
		Merchandising	Producers discretion
WILLIAM MORRISSEY	Writer	Principal agreement	If the Producer produces the Film all aspects of the Writer's credit shall be awarded in with the provisions of the Screenwriting Credit Agreement. For the avoidance of doubt, provided the Writer is the only writer engaged by the Producer in connection with the Film the Writer shall be given a screen credit as the writer thereof in the main titles on a single card unless on all positive and negative copies of the Film in the same size and boldness as the title as that of the individual producer of the Film the Writers shall receive a screenwriter's credit in a substantially similar form to: "Written by Bill Morrissey" <b>[EMAIL CONFIRMATION SENT APRIL 25, 2011 FROM WILLIAM MORRISSEY CONFIRMING CREDIT SHOULD READ "WILLIAM MORRISSEY"]</b>
		On screen	Writer shall be given a screen credit as the writer thereof in the main titles on a single card unless on all positive and negative copies of the Film in the same size and boldness as the title as that of the individual producer of the Film the Writers shall receive a screenwriter's credit in a substantially similar form to: "Written by Bill Morrissey" <b>[EMAIL CONFIRMATION SENT APRIL 25, 2011 FROM WILLIAM MORRISSEY CONFIRMING CREDIT SHOULD READ "WILLIAM MORRISSEY"]</b>
		paid advertising credit	Producers discretion <b>[EMAIL CONFIRMATION SENT APRIL 25, 2011 FROM WILLIAM MORRISSEY CONFIRMING CREDIT SHOULD READ "WILLIAM MORRISSEY"]</b>
		paid ad exclusions and exceptions	Producers discretion
		Biography Photo and Likeness Approval	The Producer shall be entitled to use and authorize others to use the name, approved photograph, approved likeness and approved biography of the Writer (such approved

			<p>photograph, likeness and biography to be submitted by the Writer to the Producer within 7 days request by the Producer to the Writer to supply the same) in connection with the Work and in the advertising, exploitation and exhibition of any film based upon or incorporating the whole or any part of the Work.</p>
		Merchandising	Producers discretion
AARON WOODLEY	Director	Principal agreement	Subject to the production of the Picture, and provided that Director is not terminated for material default of this agreement and the Picture is substantially directed by Director, then the Director shall receive credit as follows, substantially in the form of "Directed by Aaron Woodley".
		On screen	<p>On positive prints, on a separate card in the main titles (if main titles are used, otherwise in the end credits) in no less favorable size of type and duration than the size of type and duration used to accord credit to any individual</p> <p>Any reference to the "main titles" are to the credits, whether before or after the body of the Picture, where the "written by" and/or "produced by" credits appear. As used herein, "size" shall mean duration, height, width and thickness. Except as set forth above, the size, colour, shape, placement, duration and all other characteristics of Director's credits shall be at Company's sole discretion. No casual or inadvertent failure by Company to comply with the provisions of this paragraph 5, and no failure for any reason by third parties to comply with their agreements with Company or the provisions of this paragraph shall be a breach hereof by Company. Upon receipt of written notice from Director of the failure to properly accord credit to Director as specified herein, Company shall take reasonable steps to prospectively cure any such failure which is economically practicable to cure. Company shall advise its distributors and licensees of the foregoing credit obligations.</p>
		paid advertising credit	In the billing block of all paid advertising for the Picture issued by or under the control of Company or its distributors, whenever and wherever the billing block appears, in no less favorable size of type than the size of type used to accord credit to any individual. The foregoing shall be subject to each distributor's customary exclusions.
		paid ad exclusions and exceptions	Director shall appear in any excluded advertising whenever or wherever any other individual appears (with the exception of congratulatory ads or nominations when only such honoree is mentioned).
		Biography, Voice and Likeness Approval	Company shall have the right, throughout the universe, in perpetuity, to use and reproduce, and to license others to use and reproduce Director's name, voice, approved likeness and biography (such biography to be in a form furnished or pre-approved by Director) in connection with the production, exhibition, advertising, promotion, and/or other exploitation of the Picture, and/or the services of any distributor of the Picture, and/or any and all subsidiary and/or ancillary rights of any nature relating thereto and/or Director's services hereunder, in any and all media, whether now known or hereafter devised, (including, without limitation, in connection with interviews, features, promotional films, and so-call "behind the scenes" programming).
		Publicity	Director agrees that, upon Company's request Director shall perform reasonable promotion and publicity services, with respect to the Picture including, without limitation, the making and exploitation of so-called "behind the scenes" motion picture documentaries, and electronic press kits, subject to Director's prior, bona-fide, contractual professional commitments. Such services shall not be separately

			compensated, provided that Company shall pay Director's actual expenses in relation thereto. Director acknowledges that, notwithstanding the foregoing, it is of the essence of this Agreement that Director be reasonably available to Company and the distributor(s) of the Picture to publicize and promote the Picture, as set forth above.
		Merchandising	Producers discretion