



WARNING Before playing this game, read the Xbox 360® console, Xbox 360 Kinect® Sensor, and accessory manuals for important safety and health information. www.xbox.com/support.

Important Health Warning: Photosensitive Seizures

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people with no history of seizures or epilepsy may have an undiagnosed condition that can cause "photosensitive epileptic seizures" while watching video games. Symptoms can include light-headedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, momentary loss of awareness, and loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects. Immediately stop playing and consult a doctor if you experience any of these symptoms. Parents, watch for or ask children about these symptoms—children and teenagers are more likely to experience these seizures. The risk may be reduced by being farther from the screen; using a smaller screen; playing in a well-lit room, and not playing when drowsy or fatigued. If you or any relatives have a history of seizures or epilepsy, consult a doctor before playing.



DETECTIVE PHELPS LOS ANGELES POLICE DEPARTMENT

CONTENTS

BACKSTORY	0
GAME CONTROLS	0.
HEADS UP DISPLAY	0
NOTEBOOK ENTRIES	0
INVESTIGATIONS	10
INTERROGATION	13
MOVING UP THE RANKS	14
CREDITS	15
LICENSE & WARRANTY	20
TECHNICAL SUPPORT	29



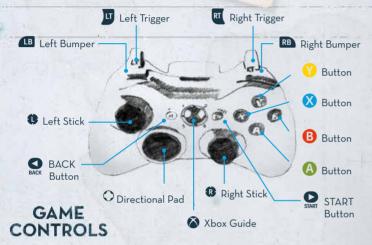
BACKSTORY

In the years after World War II, while many struggled to rebuild their lives in a devastated economy, Los Angeles embraced an era of unprecedented growth and prosperity, and Hollywood became a shining beacon of the American Dream to the rest of the world. Yet beneath the glitz and glamour lay a darker reality: a burgeoning drug trade, a movie industry relentlessly preying on naïve young girls, rampant corruption at every level of police and government, and thousands of demobilized troops trying to readjust to civilian life and leave the horrors of war behind them.

105 h I novell avenue

After years of fighting in the Pacific Theatre of World War II, one such young man, Marine Lieutenant Cole Phelps, was awarded one of the Navy's highest honours, the Silver Star, and was honourably discharged. Keen to continue serving his country on home soil, Cole signed up with the L.A.P.D., a police force suffering a public relations crisis amid accusations of corruption and brutality. A young, decorated war hero could be just what the department needs to turn the tide of public opinion. The powers that be are watching...





ON FOOT

LEFT STICK	Movement / Manipulate Clue
RIGHT STICK	Rotate Camera
Υ	Enter / Exit Vehicle / Hold to Make Partner Drive
В	Leave Clues Analysis / Reload
A	Interact / Investigate Clue
X	Talk / Interrogate / Ask Partner for Help
RIGHT BUMPER	Enter / Exit Cover
RIGHT TRIGGER	Run / Shoot (with weapon drawn)
RIGHT STICK BUTTON	Look Behind
LEFT BUMPER	Discard Found Weapon
LEFT TRIGGER	Aim Weapon
DPAD	Navigate Notebook Options
DPAD RIGHT	Call Partner
DPAD DOWN	Zoom Out Mini Map
START	Pause
BACK BUTTON	Bring up Notebook / Exit Notebook

DRIVING

	LEFT STICK	Steering
	RIGHT STICK	Rotate Camera
	DPAD UP	Change Camera
ļ	A	Respond to
		Dispatch Call
	RIGHT BUMPER	Handbrake
	RIGHT TRIGGER	Accelerate
	RIGHT STICK BUTTON	Look Behind
	LEFT TRIGGER	Brake
	LEFT STICK BUTTON	Horn/Siren

INTERROGATION

A	Select Truth
X	Select Doubt
Υ	Select Lie
BACK BUTTON	View Notebook
LEFT BUMPER	Use Intuition Poin

FIGHTING

	5
Α	Punch
X	Dodge (hold to block
Υ	Grapple Moves
LEFT TRIGGER	Lock onto Target
В	Finishing Move



HEADS UP DISPLAY



OI HELP MESSAGES: Help messages will pop up periodically with descriptions of your objectives and useful tips.

O2 MINI MAP: The mini map shows your current position and the names of nearby streets. Other important icons displayed on the mini map include:

- Red blips represent enemies
- Yellow blips indicate your current destination / objective
- Blue blips indicate the location of your partner
- Red figures indicate where street crimes are in progress
- Camera icons indicate nearby landmarks



O3 LEADS:

New destinations. clues, P.O.I.'s. locations, landmarks and case objectives will appear here.



04 HEALTH: As you experience damage, the game colour will begin fading to black and white. The greyer it gets, the closer you are to death. Colour will return as you regain health.



05 RANK INDICATOR: The Rank Indicator shows your XP progress and your rank as a member of law enforcement.

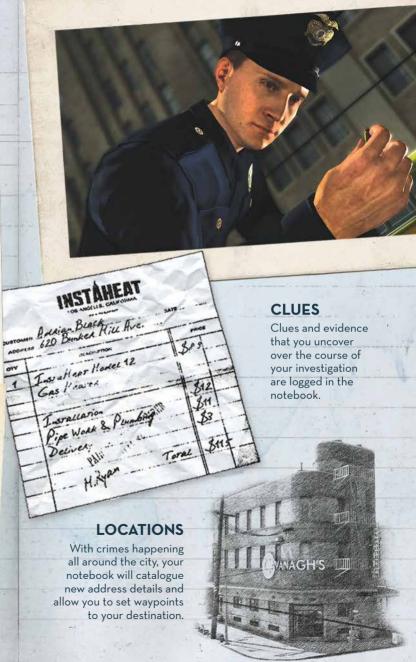
NOTEBOOK ENTRIES

Important information is automatically entered into your notebook. This includes case objectives, persons of interest (P.O.I.), new clues, and new locations.



P.O.I.

When you identify new persons of interest, the notebook stores key information and characteristics for reference throughout the case.



INVESTIGATIONS

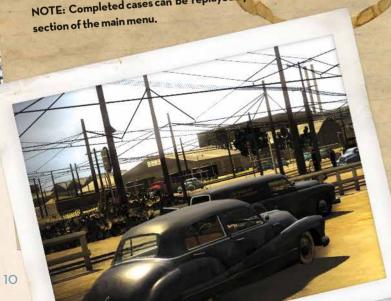
You must investigate each of the cases that are assigned to you.

Until a case is completed, you will not receive a new assignment. All information that you uncover relevant to the case will be stored in your notebook automatically. You can refer to your notebook at any time by pressing the Button. Consult your notebook frequently and pay close attention to each piece of information.

Throughout the game, you will have a partner who will work through each case with you. You can ask him for help at any time by pressing 🕉 when standing near him. If you want your partner to take over driving duties for a specific journey, press and hold near your car.

As a member of the L.A.P.D., you are able to commandeer any vehicle you see. Simply walk up to any car and press 🕥 to instruct the driver to surrender the vehicle. Note that only L. A.P.D. vehicles have sirens and radio support from headquarters.

NOTE: Completed cases can be replayed by accessing the CASES





ELES ISSION OF DISTRICT,









- of ten avoid direct eye contact.
- 02 Most people will feel uneasy telling a lie, so look out for signs of discomfort such as fidgeting or scratching.
- of If you challenge a person who is lying they may become momentarily angry or upset and then try to cover it up.

Above all, trust your instinct the human face has hundreds of muscles that can all betray a person's true feelings. And you have many years of practise at reading these subconscious signals.

TIP TO HELP DETECT LIES: Use Right Stick to look at the person

INTERROGATION

During interrogations, your notebook will open up automatically allowing you to select the first question you wish to ask.

Questions can be asked in any order; simply scroll up and down with the Left Stick to select a question and press (a) to ask the question. Listen closely to the response given and also pay careful attention to the facial expressions of the person you're interrogating. Even the best liars can give something away subconsciously, if you know what to look for. You can also press (3) to back out of an accusation and ask a different question, or ask the same question again.

After a person answers a question, you must then decide how to proceed. If you think they are telling the truth, press to coax more information from them. If you doubt that their answer is truthful, press to force more information from them. If they have said something that directly contradicts a piece of evidence that you have uncovered, press to accuse them of lying. When you accuse someone of lying, you will need to select a piece of evidence from your notebook to back up your accusation. To help you decide the correct course of action, you may refer to your notebook at any time during an interrogation by pressing the

A chime will be heard to let you know that you have got the correct response. Some questions are more important than others – it is not always essential to get every response correct to extract all the information you need.

INTERROGATION HINT:

If you are struggling with an interrogation, you can opt to "Ask the Community" to help determine how to proceed. This requires you to be signed into Xbox LIVE and requires one intuition point to access. For more intuition point rewards, see "Moving Up the Ranks".



MOVING UP THE RANKS

Throughout the game, you will earn experience (XP) through successful actions. A number of factors contribute to earning XP, including selecting the correct responses in interrogations, solving street crimes, and discovering hidden objects and landmarks. Gaining XP will give you intuition points, which can be spent either during an interrogation or while investigating a crime scene. Once an intuition point has been used, it cannot be used again. More XP must be gained to earn more intuition. You may store up to five intuition points until you think you need them.

INTUITION POINT REWARDS

REMOVE AN ANSWER

During an interrogation, this reward will remove one of the incorrect responses and the incorrect evidence when accusing a suspect.

ASK THE COMMUNITY

When questioning a person of interest. this reward will tell you which answers are most popular amongst L.A. Noire players.

SHOW ALL **CLUES**

While investigating a crime scene, this reward will display the location of all the clues on the mini map.

CREDITS

WRITTEN + DIRECTED BY Brendan McNamara

PRODUCER

Naresh Hirani

TECHNICAL DIRECTOR

Franta Fulin

LEAD GAMEPLAY PROGRAMMER

David Heironymus

LEAD DESIGN

Alex Carlyle

ART DIRECTOR

Chee Kin Chan

LEAD ARTIST

Ben Brudenell

PRODUCTION DESIGNER

Simon Wood

GRAPHIC DESIGN Andrew Hamilton

GENERAL MANAGER

Vicky Lord

PRODUCTION COORDINATOR

Lara Derham

ORIGINAL SCORE

Andrew Hale Simon Hale

PROGRAMMING

GAMEPLAY

Joel Beach James Beaumont-Field Stephen Beeson David Bray John Christie Ben Harding Zhen-Jock Lau

Charles Lefebyre Hugh Rayner Nicholas Young

VEHICLE DYNAMICS Javier Carrion

CINEMATICS

John McCarten

TOOLS

Joel Beach Stephen Beeson Ben Harding Zhen-Jock Lau

Hugh Rayner

ENGINE

David Bryson Franta Fulin (Lead) Paul Geerts George Harris Luke Hutchinson Garry Wallis

OA TOOLS / BUILD ANALYST

Michael Hart

DESIGN

DESIGNERS

Timur Anoshechkin Conrad Ramakers Tim Stobo Christopher Glerum Dean Longmore Jennifer Sandercock Shane Wicke Mark Wilson

ADDITIONAL WRITING

Daniel McMahon

DA ANALYST

Lino A Manansala

ART & CINEMATICS

WORLD

Robert Jones Nicholas Cuyten Hemant Desai Michael Farley Amy Gallan Michael Gilvonio Ivan Kintanar Alfred Lee Craig Mackellar Jorge Hernan dez Ruiz Ned Walker Salim Tighnavard Ned Walker David Whiddon

INTERIORS

Sam Henman Kevin Baker Thomas Diakomichalis Tor Sigurdson Jianxiong (Kent) Li Ben Muller Carl Ross

LIGHTING

Carl Ross Angus Bencke Mark Evans Michael Farley Jianxiong (Kent) Li

Ben Muller

CLUES & PROPS

Andrew Hamilton Gordon Kam Anella Petrie Gabriel Rodriguez

CHARACTERS

Alex Colvin Oliver Cook Inc Coté Michael Gilvonio Alexandre Petrov Ilaria Ragusa

CINEMATICS LEAD

Sam Henman

DIRECTOR OF PHOTOGRAPH

Andrew McLeod Aaron Smith

CINEMATIC PRODUCTION

Tina Chen

CINEMATIC ANIMATION

Daniel Armstrong Philip Sullivan David Zwierzchaczewski

CINEMATICS LAYOUT

Kevin Baker Nicholas Cuyten Thomas Diakomichali Michael Farley Gordon Kam Jianxiong (Kent) Li Anella Petrie Salim Tighnavard David Whiddon Sam Williams

FLASHBACKS

Thomas Diakomichalis

ANIMATION - IN GAME

ASSISTANT PRODUCTION

DESIGNER Karmen Coker

GRAPHIC DESIGNER Gabriel Rodriguez

PRINCIPAL COSTUME DESIGNER

Wendy Cork

ADDITIONAL COSTUME DESIGN

Karmen Coker Simon Wood

AUDIO

AUDIO DESIGN LEAD Peret Von Sturmer

AUDIO DESIGNER

Michael Theiler

STUDIO SUPPOR

Brad Gordon Denise Wang

DEPTH ANALYSIS -MOTIONSCAN

HEAD OF RED

Oliver Bao

PROGRAMMERS

Scott WcWillan Douglas Turk

DIRECTOR/CONSULTANT

Mike Uppendahl

UNIT PRODUCTION MANAGER/1ST

Vanessa Oxlad Rosanna Sun

PRODUCTION COORDINATOR

Stephanie Cramer Matthew Crossett

ASSISTANT PRODUCTION COORDINATOR

Nicholas Kambic Brandon Frazier

PRODUCTION ASSISTANT

Natalie Jeremic Katrina Lubans Andrew Nicholson Emily Sandifer

RIG OPERATOR

James Baldzani John Fitzsimons Nicholas Martin

VIDEO EDITOR Josh Rifkin

SOUND DELUXE

Chin Reaman Dave Natale

STUDIO SET UP

Brandon Tate James MacLaughlin

HEAD OF MAKE UP & HAIR DEPT. (AII)

R&D MAKE UP & HAIR

Margaret Aston

HEAD OF MAKE UP & HAIR PRODUCTION COMPANY. Oil Factory Inc

Laini Thompson

DEPARTMENT (LA)

Kali Balugo

HAIR DEPARTMENT

Linda Arnold

Leonard Drake

Kamaura Elev

Leslie Borchard

Darmesha Watkins

MAKE UP DEPARTMENT

ANIMATION SUPPORT

Original Force Ltd Technicolor MoAnima

GOATi Outsourcing Pty., Ltd. Ian Bright Wayne Byrden Mitchell Clifford

Mitchell Coote

Upinder Dhaliwal Chris Kong Garth Midgley

STORYROARD BY THE STUDIOS

CASTING

Schiff Audino Casting Laura Schiff Carrie Audino Kendra Clark

SPECIAL THANKS

Team Bondi would like to thank those who have supported us throughout - our wives, husbands, girlfriends, boyfriends and partners who have shared the journey.

In addition: Shuhei Yoshida, Allan Becker, Riley Russell, Martin Cooper, Graham Ashworth, Fiona Bird, Stuart Bryson, Max Buchanan, Paul Cherry, Alex Deem, Chris Degeer, Saxon Dixon, Esther Duinker, Cam Dunn, David Fernandez, Rachel Roderick-Jones, Alex Fuller, Michael Anderson, Philip Hook, Donald Kirkland, Jeannette Manifold, Deborah Mars, Lloyd Price, Eddie Prickett, Megan Ralph, Ian Schmidt, Phuong Tran, David Whittaker, Belinda Wu; Thank you!

20th Century Fox Research Library: Lisa Fredsti, Kathleen Camplin, Brian Thomas, Lisa Jackson, Mark Holmes, Photo Office: Tamio Ota, Chris Majewski, University of Southern California - Special Collections Library: Dace Taube. UCLA Department of Special Collections: Simon Elliot, Nancy Lieu, Genie Guerard. USMC Motion Picture and TV Liaison Staff Sergeant Sergio Jimenez, Captain Joshua Redding, Staff Sergeant Chad E McMeen. Los Angeles Police Historical Society: Richard Kalk, Glynn Martin, 1 Force Inc: James Dever. Initial Motion Capture talent: Alex Chansky, Brendan Egan. UCLA Geography Air Photo Archives: John Franklin. Intermap Technologies. United States Geological Service. The Huntington Library: Alan Jutzi. USC Library: Matt Gainer. Researchers: Jen Moses, Marianne Krawczyk, Piyapong Kong Phongpatanakhum, Lisa Jackson. Local Photograph Team: Kyung Chung, Mark Dadlani, Pete Deevakul, Susan Jo, Lisa Ohlweiler, Mackenzie Schneider. Los Angeles Fire Department. Historical Society: Frank Borden. Department of Building Administration: Blanca Perez. Bill Pierce. Jay Leno Private Collection: Jay Leno, Helga Pollock. Sunset Stage. Lynn E Eaton. Cars supplied by: Sean Collins, Brendan Higle, Bill Eloridge, Frank Dallimore, Norm Bradford, Terry Dowell, Eddie Reynolds, Jack Provan, Doug Gorham, Allan Lethborg, Tom Lambert, Shane Taylor, Ed Bourke. Dispatch Consultant: Harry Marnell.

ROCKSTAR NORTH

PRODUCER Leslie Benzies

ART DIRECTOR Aaron Garbut

ASSOCIATE ART

TOOLS DIRECTOR DIRECTOR Greg Smith Michael Kane

AUDIO DIRECTOR TECHNICAL DIRECTOR Matthew Smith Adam Fowler

ASSOCIATE TECHNICAL DIRECTORS

Phil Hooker Klaas Schilstra

ANIMATION DIRECTOR

LEAD ANIMATION Mondo Ghulam PROGRAMMER Jonathon

Ashcroft

LEAD CAMERA PROGRAMMER Colin Entwistle

2D/UI GRAPHICS LEAD GRAPHICS DIRECTOR PROGRAMMER Stuart Petri Alex Hadjadj

IFAN AL PROGRAMMER Chris Swinhoe

John Whyte SENIOR **PROGRAMMERS**

James Broad Bernie Freidin **PROGRAMMER**

LEAD SYSTEMS

PROGRAMMER

Ben Lyons

SENIOR DEVELOPMENT ASSISTANTS

Christina Harvey John Sloan

DEVELOPMENT SUPPORT

Andrew Bailey-Smith TOOLS

PROGRAMMERS Marc Guerin Jonathan Martin IFAN SOCIAL CLUB DEVELOPER

Ian McFarland

SOCIAL CLUB **DEVELOPER**

Pete Andrews

GLOBAL LEAD VEX ARTIST

Malcolm Shortt

IFAD IN GAME ANIMATOR

Jim Jagger

IN GAME ANIMATORS

Andy Davies Daniel Lim Malcolm Angus Marcos Duran Alex Cartwright

Spencer Jones LEAD CUT SCENE ANIMATORS

Felipe Busquets Dermot Bailie

CUT SCENE ANIMATORS

Geoffrey Fermin Gus Braid Matt Tempest Michael Mangus Santiago Hurtado

Jenny Toft NORTH CONTRACT **ANIMATORS**

Matt Rochester Julian Laing

ANIMATION COORDINATOR

Francesca Howard

ANIMATION **RESOURCE ASSISTANT** Katherine Bodey

ANIMATION DEVELOPMENT **ASSISTANTS**

Anita Norfolk Mags Donaldson

Alwyn Roberts

BUILD ENGINEERS LEVEL DESIGN Craig Filshie Adam Westwood

Brenda Carev Chris McMahon David Watson Kevin Wong Paul Davies Vicki Eaton

SENIOR GRAPHIC DESIGNER Steve Walsh

GRAPHIC DESIGNERS

Alisdair Wood Jill Menzies

DEVELOPMENT **ASSISTANT** Roberta Gatti

LEAD MUSIC

PRODUCER Craig Conner

LEAD AUDIO PROGRAMMER Alastair

MacGregor **AUDIO DESIGNERS**

Allan Walker Will Morton Jon McCavish George

AUDIO DEVELOPMENT ASSISTANT

Lindsay Robertson

MUSIC PRODUCTION ASSISTANTS Rebecca Johnson

Fraser Morgan

OA MANAGER Craig Arbuthnott

SENIOR LEAD TEST Neil Corbett Brian Kelly

LEAD TEST Chris Thomson John Archibald Steev Douglas

TEST TOOLS SUPPORT Thomas Philips

Neil Walker Ross McKinstray

Andrew Auckland Andrew Scotland Chris Caira Colin Howard Daniel McFarline David Strachan Euan McLaren

Gawin Smart Gordon McKenzie Graeme Hutton Graeme Wright Jamie Trimmer

Jay Adams Jonathan Foot Katie Pica Liam Halley Mark Beagan Martin Logan Matt Wilson

Michael Burton Paul Kowal Peter Brittain Rory Jepson

Stephen King

Tarek Hamad

Ross Parker Scott Butchard Sean Casey

Vasiko

Williamson

Manjgaladze IT MANAGER Lorraine Stark

IT SYSTEMS ENGINEER

Adam Bown David Campbell IT SHPPORT

Christine Chalmers Paul Sharkey

> STUDIO DIRECTOR Andrew Semple

ROCKSTAR IFFRS

STUDIO PRESIDENT Gordon Hall

STUDIO VICE **PRESIDENT** Al Dukes

ART DIRECTOR Ian Bowden PRODUCTION

ARTISTS

Eric Dawe

Chris Edwards

James O'Hare

Graham Olek

Dan Roberts

Paul Smith

Ben Woods

Nick Robey

OA TESTERS

Mark Bentley

Sam Fowler

Dan Webster

Ebrahim Fadia

Chris Waring

OA LEAD

Michael Stephens

Bryan Reynolds Chris Smart

LEAD PROGRAMMER Brett Laming

PROGRAMMING

Richard Bull Jay Butler Ross Childs Andrew Collinson Neil Dodwell Matt Donkin Paul Dransfield Dichond Frankish Ash Henstock David Lloyd Robin Mangham Damian McKenna Finlay Munro Colin Olivant Stuart Roskell

Allan Walton

Jay Walton

HEAD DESIGNER

LEAD DESIGNER

Paul Colls

DESIGNERS

Joe Binks

Rob Carr

Neil Beggs

Kevin Edwards

Aaron Gandaa

Sean Fitzpatrick

Samuel T Hackett

Ben Hinchliffe

Simon Iwaniszak

Steven Kerrigan

Andrew Minghella

Paul Nettleton

Stephen Robertson

David Roberts

Joanna Wright

Rob Taylor

Tom Waters

ANIMATORS

David Dew

Dan McGeoch

Simon Papp

Tom Kingsley

Ahron Mason

Rob Ware

John Li

ADMIN

Carrie Panks Marielle Reuser Naomi Greensmith

RNCKSTAR SAN DIEGO

STUDIO MANAGER Steve Martin

ART DEPARTMENT DIRECTOR

Joshua Bass ART DIRECTOR

Daren Bader

ASSISTANT ART DIRECTOR George Davis

CONCEPT ARTISTS David Hong

Hethe Srodawa Jason Castagna

TECHNICAL ARTIST Kelby Fuchs

ENVIRONMENT ARTISTS

Adam Hernandez Brian Falotico Jude Liberty Mike Hughes Ryan Pearo

16

LEAD ANIMATOR Sean Letts

IN GAME ANIMATORS Kirk Cumming

Eliot Tokorovama CUT SCENE ANIMATORS

Tim Webb

Alan O'Brien Jae Chung

ANIMATION PROGRAMMER Bryan Musson

GAMEPLAY PROGRAMMER Ryan Satrappe

TECHNICAL ANALYSIS Michael Krehan

LEAD AUDIO DESIGNER Jeffery Whitcher

AUDIO DESIGNERS

Christian Kjeldsen Corey Ross

OA TESTERS Geoff Show

Aaron Robuck Jason Umbreit Stephen Russo

RAGE TECHNOLOGY GROUP

DIRECTOR OF TECHNOLOGY

Derek Tarvin

LEAD NETWORK PROGRAMMER

Kewin Baca LEAD ANIMATION

PROGRAMMER James Miller

NETWORK

PROGRAMMERS Rob Trickey

Bill Sherman Ron Roy

I.T. DIRECTOR Michael Mattes

LI. David Counts Paul Anderson ROCKSTAR NEW ENGLAND

ANIMATION

Michael

Lloyd Thompson Mike Hong Andy Welihozkiy Mike Nathan Oswald Greene

Bahurinsky PRODUCTION Robert Hannigen Jarred Vaughan

Tamara Carrion ROCKSTAR N.Y.C. TECHNICAL MANAGER

EXECUTIVE PRODUCER

Sam Houser

VP OF CREATIVE

Dan Houser

VP OF PRODUCT

DEVELOPMENT

ART DIRECTOR

Rob Nelson

VP OF QUALITY

ASSURANCE

Jeff Rosa

PRODUCERS

Chris Choi

ASSOCIATE

PRODUCER

Jurgen Mol

SOCIAL CLUB

Brand Inman

Koji Nonoyama

Sean Flaherty

Adam Tetzloff

Brian Alcazar

Christopher

Christopher

Curtis Reyes

Gene Overton

Helen Andriacchi

Mansfield

Plummer

Bryan Rodriguez

LOCALIZATION

LEAD ANALYST

TEST TEAM

PRODUCER

PRODUCER

SENIOR PRODUCER

Josh Needleman

Neil McCaffrey

Jeronimo Barrera

Jared Raia TECHNICAL ANALYST Matthew Foreman

James Dima

Jameel Vega

Jay Capozello

Peter Woloszyn

Rich Huie

Phil Castanheira

Steve Guillaume

BUSINESS DEVELOPMENT DIRECTOR

Sean Macaluso

DIALOGUE WRITING Michael Unsworth Rupert Humphries

SOUNDTRACK SUPERVISION

Ivan Pavlovich Andi Hanley Tony Mesones

CUT SCENES MIXED BY

David Scott Rocco Cambareri PRODUCTION

DIRECTOR Rod Edge

PRODUCTION TEAM

Lazlow Brad Cohn Ezequiel Guerisoli Forrest Karbowski Gethin Aldous Jaesun Celebre Jasmina Mathieu Luke Howard

Marisa Palumbo Michele Pearson Mike Berger Nick Giovannetti Omar Shakir Paul Martin Ryan Pate Shawn Allen Stephen Glenn Ted O'Brien

Tony Grinage Vincent Parker

David Manley

David Twinn

Sattorwhite

Elizabeth

Emmanuel

Tramblais

Fred Navarrete

Gareth Evans

Gena Feist

Hamish Brown

Hugh Michaels

James Crocker

Jennifer Kolbe

Jochen Faerber

Ifeoma Obi

Jack Rosa

Jeff Mayer

Jerry Chen

Jimmy Yoo

Jochen Till

John Gordon

Jordan Chew

Jordan Liles

Justin Scott

Keichia Bean

Kudrat Sapaev

Lee Strickland

Maikel Van Dijk

Kerry Shaw

Battistuzzi

Lilit Baron

Lucien King

Laura

Josh Moskowitz

Heloise Williams

Greg Lau

Gary St. Clare

Gauri Khindaria

PERFORMANCE CAPTURE & ANIMATION

Chuck Mongelli Evan Eldredge Cory Alderman Kelly Wetzel Adam De Oliveria Alan Michaels Brian Eldredge James MacLaughin Danna Finestone Robert Martin David Zani

SENIOR ANIMATION **SPECIALIST**

Che Ng

Abraham Ahmed RESEARCH

Gregory Johnson Sanford Santacroce Ayana Osada

ROCKSTAR PUBLISHING TEAM Adam Stennett

Adam Glogower Adam Tedman Alex Moulle-Rerteaux Alpher Xian Andrea Stapleton Angus Wong Anthony Macbain Ben Jennings Ben Sutcliffe Bill Woods Brian Alston Bruce Dugan Chris Madgwick Christian Capitan Christopher

Mark Adamson Marz Yamaguchi Mathias Breton Matt Smith Matt Way Michael Cohen Michael Zigon Mike Torok Mike Kazantzis Fiumano Neil Stephen CJ Gibson Nicholas Patterson Colin Snyder Nijiko Walker Craig Gilmore Onno Bos Damian Bulluck Patrick Conrov Daniel Acker Patricia Pucci Dan Cooper Paul Devonshire Daniel Einzig Paul Martin Dan Emerson Paul Nicholls Daniel Heacox Paul Yeates Dave Malcolm Pei Chien David Gomez Pete Andrews

Pete Shima Philip Doust PJ Sim Ramon Stokes

Raquel Garcia Ray Smiling Richard Barnes Richard Cole Rita Liberator Rob Spampinato

Robert Gross Rowan Hajaj Roxanna Vizcarra Sal Castiglione Sandra Louis Sarah O'Leary Sean Hollenbach Sean Wackenzie

Sean McGrath Seckin Oezduendar Shakira Wood Silvia Cabrera Simon Ramsey Siobhan Boes Sonny Sisto

Stanton Sarjeant Stephen Bliss Steve O'Neil Stuart Morrison Suzzee IIv Taylor Shawyer

Tim Choate Tim Chartier Ursula Baker Simon Watson

Zachary Gershman Ben Holgate Zephorah Nure

RUCKSTAR TINCOLN

GENERAL MANAGER Tim Bates

LOCALIZATION MANAGER Chris Welsh

SENIOR NA SUPERVISOR Kevin Hobson

OA SUPERVISORS Philip Deane André Mountain Andy Mason Eddie Gibson Matthew Hewitt Phil Alexander

SENIOR LEAD TESTERS Mike Emeny Dave Lawrence Mike Bennett Rob Dunkin Will Riggott

Steve McGagh

LEAD TESTERS Craig Reeve Mike Blackburn

Dan Goddard Dave Fahv David Sheppard James Cree Pete Broughton Pete Duke Richard Kealey

GAME TESTERS Nathan Buchanan Lindsey Bennett Andrew

Heathershaw Andy Parker Ashlev Kearton Ben Newman Christopher Fowler Christopher Hyde Emma Marshall Gemma Harris

Gemma James George Richards Jase Trindall Kieran McClung Marcus Pratt Matt Rowley Matt Timewell Matthew Deamer

Wike Griffiths Nathan Glasgow Nick Dablin Rachael Walker Rogan Ogden Scott Keenan Tim Leigh Toby Hughes

LOCALIZATION SUPERVISORS

Dominic Garcia Francois Xavier Fouchet Paolo Ceccotti

SENIOR LOCALIZATION TESTERS David Hoyte

Iglesias Benjamin Giacone Elisa Olmedo Camacho Turis Angel Galindo Muñoz Naomi Long Sebastian Huland

LOCALIZATION

Andrea Malerba

Benjamin Welby

TESTERS

Andreas

Andrew

Stertkamp

Mariuchno

Christian

Jungers

Charlie Kinloch HR COORDINATOR Tomas-David Sallarès Lee Johnson

I.T. SUPERVISOR Nick McVey

Emanuele

Braconnier

Janet Wong

Maksims

Avotins

Serge

Lukasz Bogai

Massimo Spiga

Rafael Alberto

Romain Baradat

Boguslavskii

Soichi Yasato

Teresa Manco

Thierry

Stokman

Gorelov

Vladimir

H.R. MANAGER

Lage Moraña

Tsabell Schulz

Orlando

Relix

I.T. SUPPORT Paul Oliver

CAST Cole Phelps Aaron Staton Rusty Galloway Michael McGrady Roy Earle Adam John Harrington Stefan Bekowsky..... Sean McGowan Herschel Biggs...... Keith Szarabajka Jack Kelso Gil McKinney Elsa Lichtmann Erika Hevnatz Leland Monroe John Noble Dr. Harlan Fontaine....Peter Blomquist Dr. Malcolm Carruthers . Andy Umberger Capt. James Donelly Andrew Connolly Capt. Lachlan McKelty .. Randy Oglesby Capt. Gordon Leary Ned Vaughn Lt. Archibald Colmyer .. Steve Rankin Watch Commander Mel Fleischer Michael Emanuel Ray Pinker......JD Cullum Patrolman Ralph Dunn ... Rodney Scott Courtney Sheldon Chad Todhunter Heather Swanson..... Erin Chambers Albert Lynch...... Michael Shamus Wiles Ira Hogeboom J. Marvin Campbell Henry Arnett..... Matthew Del Negro Vernon Mapes Jack Conley Grosvenor McCaffrey Chris J. Johnson Hugo Moller Greg Grunberg

Leroy Sabo Jeffrey Vincent Parise Eli Rooney Courtney Gains Lorna Pattison...... Kate Norby Carlo Arquero Jim Pirri Candy Edwards Jessica Kiper Gordon Leitvol Michael Chieffo Michelle Moller Abigail Mavity Airto Sanchez Carlos Alvarado Hank Werrill James Tmmekus Mickey Cohen Patrick Fischler Jermaine Jones..... Demetrius Grosse Curtis Benson..........Jim Abele Jacob Henry Scott MacDonald Reginald Varley Jamie Martz James Tiernan Will Collyer Fleetwood Morgan..... Greg Davis Jr. Matthew Ryan Eric Nenninger Barbara Lapenti..... Myra Turley Clem Feeney Brian Krause James Kennedy Chris Flanders Richard Bates Alex Solowitz Stuart Ackerman Andrew Rothenberg Owen Daniher Brandon Quinn Adrian Black......Larry Clarke Johnny Stompanato Andy Davoli William Dewey Lyle Kanouse

18

	T
Angel Maldonado Howard Parnell	
Anna Rodriguez	
Felix Alvarro	
Patrick Connolly	
June Ballard	
John Cunningham	
Lars Taraldsen	
Shannon Perry	
Don Steffens	
Catherine Barton	Ken Luckey
Patrolman Jack Tabot	Tyler Jacob Moore
Ivan Rasic	Michael Bofshever
Diego Aguilar	Joe Nieves
Dr. Harold Stoneman	
Edgar Kalou	Michael B. Silver
Merlon Ottie	Trov Winbush
Benny Cluff	Rich Hutchman
Margaret Black	Kate Connor
Walter Clemens	Vincent Kartheiser
Richard Coombs	Kurt Fuller
Jean Archer	
Olivia Volkert Mrs. Virginia	Aimee Desnayes
Reynoldson	Cyd Strittmatter
Oswald Jacobs	Hal Landon, Jr.
John Holmes	Doug Tompos
Bernard Metier	Wiley Dickett
Marlon Hopgood	
Cliff Harrison	
John Ferdinand Jamison.	Stephen Monroe Taylo
Herbert Chapman	
Walter Robbins	
Dick McColl	
Mrs. Beverly Evestrom	
Patrolman Enrique	
Gonzales James Jessop	Mnowen O'Prion
Mrs. Celia Stanley	Shawn Huff
Joe Nesco	Frank Novak
Frank Osterman	Ron Rogge
Steven Bigelow	John Thaddeus
Jessica Hamilton	Haley Ramm
Sergio Rojas	
James Belasco	
Juan Francisco Valdez	
Patrolman Sam Kaplan	John L. Curtis
Florence Jenkins	Pat Crawford Brown
Patrolman Thomas Houlihan	Andrew Caple-Shaw
Dudley Lynch	Michael Gladis
Nate Wilkey	Harrison White
Willie Holbeck	
Russell Holbeck	
Walt Austin Fred Nicholson	Pon Panking
Dotrolmon Tomac	
Mitchell	Justin Shenkarow
D.A. Donald Sandler	Tom Knickerbocker
Watch Commander James Hopkins	Christopher Darga
A.D.A. Leonard Petersen.	
Terrance Chilton	Lonnie Hughes
Little Boy	
Thomas Statham	Shad Hart
Steven Hendricks Walter Beckett	
maroor Decrebb	masonew Rian

Lieutenant Taylor Andy Hoff
Patrolman Mike BraniganMichael Rodrick
Nat SpencerLa Monde Byrd
Police Chief William Wannell Pron Cutnons
William WorrellRyan Cutrona Patrolman Clem Dalbey Stewart Carrico
Mark Bishop
Dispatch
Dispatch Tim Barker
Arthur MossKevin Scott Allen
Chuck Hadley Jerry O'Donnell
James RaineyRobert Maxhimer
Patrolman Fred Wallis Mark Kelly
Eddie McGoldrickEliot Benjamin
Patrolman Andy Brown Bill Dawes
Errol SchroederDavid Meunier
Michael DriscollEvan Helmuth
José Ramez Brian Burnett
Eileen ClarkPatricia Destro
John HigginsJohn Brickner
Audrey Gill Katherine Boecher
James Elsinore Jarrett Sleeper
Dimitri Pedachenko Matt Clendenin Marlene Varner Trisha Debski
Harry SullivanBob Rusch
Patrolman Harry SumnerShane Conrad
Patrolman Max Faber A.J. Castro
Det. Sgt. Finis BrownMichael Dempsey
Lenny Finkelstein Bruce Nozick
Daniel Ullman
Frank Lacey William Francis McGuire
Elinor HopkinJoanne Baron
William SheltonRon Morehouse Det. Floyd RoseJack Impellizzeri
Leo Epstein Griff Furst
Victor JiminezR.J. Cantu
Joanna Alford Adria Tennor
Garrett Mason Andrew Lukich
Arthur MothTim Barraco
Clovis Galletta Iyari Limon
Marion Launders Jen Drohan
Gabriel Del Gado Alejandro Chaban
Wendell BowersAdam Bitterman David ParkerBrice Beckham
Marguerite Cansino Bar Paly
Samuel HonisSterling Jones
Det. Harold Caldwell Brandon Keener
Patrolman Isaac Kelly Aaron Nelms
Don Carraway Paul McCarthy-Boyington
Walter MenschKen Lerner
Irwin Bousman Bob Clendenin
David Bremner Bruno Oliver
Patrolman
Emmet Campbell Michael Yurchak Miss Deborah Williams Karis Campbell
Arturro Rivera Sal Lopez
Nelson GainesDesean Terry
Cynthia Graham Veronica Taylor
Cynthia Graham Veronica Taylor Hanna Taraldsen Lexi Jourden
Dan Rogers Mickey Meyer
William Purdy Daniel McMahon
Benjamin Keever Hugh Holub
Gianni Temperino Michael Cornacchia
Victor SandersScott Hoxby
Mayor Fletcher Bowron J. Patrick McCormack
Andrew Fickman David Wells
Freddie Calhoun James Jordan Errol Angio Rey Gallegos
Johnny Goldberg Don Luce
Johnny Goldberg Don Luce Frank Zeferelli James Giordano Stuart Barnes Patrick Cavanaugh
Stuart Barnes Patrick Cavanaugh

	Chin Wong	Ming Lo
	Willard Philbrick	Sal Viscuso
	Marianne Belle	
	Vernon McNeal	
	Thomas Bailey	
	Wilt Edgerson	
	Wanny the Bestmaken	Tohn Dougles
	Harry the Bookmaker	Williams
	Harry Douglas	
	Maria Aranda	
	Hollis Stone	
	Page Franklin	
	Ernie Barrow	
	Marie Phelps	Connie Fletcher
	Frank Steiner	Josh Reinman
	Jennifer Horgan	
	Jacob Schmidt	Allen Hooner
	Winifred Grey	Thiche Le Feche
	Voiceover	Tad Hawak
	Paul Kadarowski	Ban Davis
	Mach Sarvices Officer	Dell Davis
	Tech Services Officer Ivan Robinson	Andy Hirsch
	Dr. Elias Webley	Paul Schackman
	Ambulance Officer Remy	Robert A. Johnson
	Alvin Woolf	Eric Callero
	MP Saxon Shirley	
	Chuck Vanderhorst	Marc Goldsmith
	Invest. Jake Rampley	David Greenman
	Jack Foreman	
	Det. William Tilden	
	Grace Houston	
	Tech Services Officer	
	Sam Turner	William Watterson
	Edward Hemmings	Guy Nardulli
	MP Stephen Vagg	Jonathan Kowalsky
	Monty Reynolds	Carlton Wilborn
	Hipolito Maldonado	Joseph Julian Soria
	Herman Denzler	
	James Maher	Chris Erric Maddox
	Patrolman David Ramirez	Admian Sanchez
	Joseph Jackson	Rnian Nannie
	William Barlow	Donald Sage Mackay
	Rex Buckland	
	MP Troy Brown	
	Emily Luckenbach	
	Det. Theo Rossi	
	Lena Taraldsen	
	Alonzo Mendez	
	Philip Tonkins	
	Darcy Connors	Miranda Lilley
	Woman Hiltschan	Vieneten Lyone
	Eddie Findlay	Nick Few
	Harold Kirby	Raymond O'Connor
	Patrolman John Dierkes .	Jake McLaughlin
0	Eddie Margolis	Ramon Camacho
-	Adelaide Finch	Julie Sanford
	Patrolman Levon Tate	Adam Leiphart
	Ray the Bookmaker	David H. Lawrence XVI
	Garfield Henderson	Joe Basile
	Walter Tyler	
	Louise Steffens	Porter Kelly
	Morris Greenfeld	
	Daniel Wellington	
	Chester King	
	Nurse Dabner	
	Patrolman	
	Dudley Wheelright	Ben Hogestyn
	Dale Gadberry	John Eric Bentley
	Betty Joyner	Lily Rains
	Emmet-Schneider	
	Julian Marino	Vinicius Machado

Hank Newbern	Twlor Chase
Flowd Walker	Ricky Horne Jr.
Floyd Walker	Dowid Tongol
Invest. Aurian lucker	pavid penger
Lewis Pelton	
Maria Latorella	Gabrielle Made
Det. Graham Sommers	
Patrolman Danny Aiello.	Paul Diaz
Tech Services Officer	
Ernest Avery	John Ciccolini
Alfonse Dagbo	Bambadjan Bamba
Albert Reading	
Louis Lincoln	
Paul Miller	Coott Woothowbw
Lefty Roberts	
Det. Joseph Hobbes	
Raymond Gordon	
Lester Wagner	Ryan Honey
Casey Watts	Dan Flood
Francis Watkins	Daniel Kountz
Jesse Dunne	Cutter Cutshaw
Geneva Mayhew	Togonn McCibbon
Rufus Dixon	Don Creech
Christopher Majewski	Blake Griffin
Calvin Shaughnessy	Ryan Christiansen
Kurt Holland	
Eddie Adams	Brett Tinnes
Roger Becket	Mitchell Fink
Ronald Bellamy	
Morgan Boehringer	
Charlie Conway	
Tan Do	
Doris West	Mackenzie
Nathan Duntly	
Elizabeth Eberly	
Rudy Galletta	
Scout Hillier	Evan Arnold
Travis Hornibrook	John Ciccolini
Travis Hornibrook Maureen Kegley	John Ciccolini Danielle Kaplowitz
Travis Hornibrook Maureen Kegley Barton Keyes	John Ciccolini Danielle Kaplowitz Robert Beuth
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz
Travis Hornibrook Maureen Zegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy. Frank Horris	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman Morris Callahan	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn. Bob Marshall Mervin the Bookmaker George Murphy. Frank Horris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover Patrolman Harvey Keller Patrolman	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover Patrolman Harvey Keller Patrolman	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover Patrolman Harvey Keller Patrolman Martin Mathiason Patrolman	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman Morris Cailahan George Hennessey Steven Hoover Patrolman Harvey Keller Patrolman Marrin Mathiason	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn. Bob Marshall Mervin the Bookmaker George Murphy. Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover Patrolman Martin Mathiason Patrolman Martin Mathiason Patrolman Carl Radoliffe.	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton Patrick Quinlan
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murpby Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover Patrolman Harvey Keller Patrolman Martin Mathiason Patrolman John Sarsfield	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton Patrick Quinlan
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn. Bob Marshall Mervin the Bookmaker George Murphy. Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover Patrolman Harvey Keller Patrolman John Sarsfield Patrolanan John Sarsfield	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton Patrick Quinlan Joe Delano
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Korris Gale O'Hara Patrolman Harvey Keller Patrolman Martin Mathiason Patrolman Martin Mathiason Patrolman Artin Mathiason Patrolman Harvey Keller Harvey	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton Patrick Quinlan Joe Delano Brantley M. Dunaway
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover Patrolman Harvey Keller Patrolman Martin Mathiason Patrolman Patrolman Patrolman Patrolman Patrolman Patrolman Patrolman Harvin Mathiason Patrolman Patrolman Harvin Mathiason Patrolman Patrolman Herbert Walwick Patrolman Herbert Walwick Patrolman Glen Wheeler	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton Patrick Quinlan Joe Delano Brantley M. Dunaway
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover Patrolman Harvey Keller Patrolman Martin Mathiason Patrolman Carl Radcliffe. Patrolman Carl Radcliffe. Patrolman John Sarsfield Patrolman Patrolman Herbert Walwick Patrolman Patrolman Glen Wheeler Patrolman Glen Wheeler	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton Patrick Quinlan Joe Delano Brantley M. Dunaway Jack Slavkin
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover Patrolman Harvey Keller Patrolman Martin Mathiason Patrolman Patrolman Glen Wheeler Patrolman Patrolman Glen Wheeler Patrolman	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesi Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton Patrick Quinlan Joe Delano Brantley M. Dunaway Jack Slavkin Nick Hoffa
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover Patrolman Harvey Keller Patrolman Martin Mathiason Patrolman Patrolman Glen Wheeler Patrolman Patrolman Glen Wheeler Patrolman	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesi Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton Patrick Quinlan Joe Delano Brantley M. Dunaway Jack Slavkin Nick Hoffa
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover Patrolman Harvey Keller Patrolman Martin Mathiason Patrolman Patrolman Glen Wheeler Patrolman Patrolman Glen Wheeler Patrolman	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesi Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton Patrick Quinlan Joe Delano Brantley M. Dunaway Jack Slavkin Nick Hoffa
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover Patrolman Harvey Keller Patrolman Martin Mathiason Patrolman Herbert Walwick Patrolman Patrolman Patrolman Patrolman Horbert Walwick Patrolman Victor Zimmerman Natin Herman Salter	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton Patrick Quinlan Joe Delano Brantley M. Dunaway Jack Slavkin Nick Hoffa Melanie Marnell Robert Peters
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover Patrolman Harvey Keller Patrolman Martin Mathiason Patrolman Patrolman Patrolman Patrolman Patrolman Harvey Keller Patrolman Patrolman Patrolman Patrolman Patrolman Patrolman Patrolman Patrolman Glen Wheeler Patrolman Glen Wheeler Patrolman Salter Jess Sammons	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesi Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton Patrick Quinlan Joe Delano Brantley M. Dunaway Jack Slavkin Nick Hoffa Melanie Marnell Robert Peters Doug Sinclair
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover Patrolman Harvey Keller Patrolman Martin Mathiason Patrolman Carl Radoliffe Patrolman John Sarsfield Patrolman John Sarsfield Patrolman Horbert Walwick Patrolman Herbert Walwick Patrolman Herbert Walwick Patrolman Herbert Malwick Patrolman Herbert Malwick Patrolman Herbert Malwick Patrolman Herbert Malwick Patrolman Victor Zimmerman R&I Herman Salter Jess Sammons William Strong	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton Patrick Quinlan Joe Delano Brantley M. Dunaway Jack Slavkin Nick Hoffa Melanie Marnell Robert Peters Doug Sinclair Rob Blk
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover Patrolman Harvey Keller Patrolman Martin Mathiason Patrolman Martin Mathiason Patrolman Harvey Keller Patrolman Harvey Keller Patrolman Harvin Mathiason Patrolman Herbert Walwick Patrolman Flatolman Herbert Walwick Patrolman Herbert Sammons William Strong Chuck Totterman	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton Patrick Quinlan Joe Delano Brantley M. Dunaway Jack Slavkin Nick Hoffa Melanie Marnell Robert Peters Doug Sinclair Rob Elk Drew Cheetwood
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy. Frank Norris Gale O'Hara Patrolman Morris Callahan George Hennessey Steven Hoover Patrolman Harrey Keller Patrolman Patrolman Patrolman Patrolman Patrolman Patrolman Patrolman Patrolman Hartin Mathiason Patrolman Herbert Walwick Patrolman Herbert Walwick Patrolman Rål Herman Salter Jess Samaons William Strong Chuck Totterman Harry Westoott Harry Mestoott Harry Mestoott	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesi Shardt Patrick Joseph Rieger PJ. Marshall Griff Kohout Adam Harrington Southey Blanton Patrick Quinlan Joe Delano Brantley M. Dunaway Jack Slavkin Nick Hoffa Melanie Marnell Robert Peters Doug Sinclair Rob Blk Drew Cheetwood John Colella
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Korris Gale O'Hara Patrolman Horsis Callahan George Hennessey Steven Hoover Patrolman Harvey Keller Patrolman Martin Mathiason Patrolman Carl Radcliffe. Patrolman Carl Radcliffe. Patrolman Harvey Keller Patrolman Carl Radcliffe. Patrolman Carl Radcliffe. Patrolman Herbert Walwick Patrolman Yetor Jimmerman Yetor Jimmerman Yetor Jimmerman Kal Herman Salter Jess Sammons William Strong Chuck Totterman Harry Westcott Ruth Douglas	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesl Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton Patrick Quinlan Joe Delano Brantley M. Dunaway Jack Slavkin Nick Hoffa Melanie Marnell Robert Peters Doug Sinclair Rob Elk Drew Cheetwood John Colella Julie MoNiven
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Morris Gale O'Hara Patrolman Morris Callahan George Henessey Steven Hoover Patrolman Harvey Keller Patrolman Martin Mathiason Patrolman Fatrolman Garl Radoliffe Patrolman Fatrolman Fatrolman Garl Radoliffe Patrolman Garl Radoliffe Patrolman Garl Radoliffe Patrolman Gulmar Fatrolman Chok Totteman Rat Jess Sammons William Strong Chuke Totteman Harry Westcott Ruth Douglas Stuart Barclay	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesi Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton Patrick Quinlan Joe Delano Brantley M. Dunaway Jack Slavkin Nick Hoffa Melanie Marnell Robert Peters Doug Sinclair Rob Blk Drew Cheetwood John Colella Julie McNiven Matt Price
Travis Hornibrook Maureen Kegley Barton Keyes Nurse Randall Judy Lynn Bob Marshall Mervin the Bookmaker George Murphy Frank Korris Gale O'Hara Patrolman Horsis Callahan George Hennessey Steven Hoover Patrolman Harvey Keller Patrolman Martin Mathiason Patrolman Carl Radcliffe. Patrolman Carl Radcliffe. Patrolman Harvey Keller Patrolman Carl Radcliffe. Patrolman Carl Radcliffe. Patrolman Herbert Walwick Patrolman Yetor Jimmerman Yetor Jimmerman Yetor Jimmerman Kal Herman Salter Jess Sammons William Strong Chuck Totterman Harry Westcott Ruth Douglas	John Ciccolini Danielle Kaplowitz Robert Beuth Maury Morgan Suzanne Goldish George Gerdes Cutter Garcia Zane Holtz Max Adler Liesi Ehardt Patrick Joseph Rieger P.J. Marshall Griff Kohout Adam Harrington Southey Blanton Patrick Quinlan Joe Delano Brantley M. Dunaway Jack Slavkin Nick Hoffa Melanie Marnell Robert Peters Doug Sinclair Rob Blk Drew Cheetwood John Colella Julie McNiven Matt Price

Paul Miller Bow Borden Georgia Kent......Jules Willcox Male Pedestrian 1 Bryant K. Rolle Wale Pedestrian 2 Markhum Stansbury.Jr Male Pedestrian 3..... Lonnie Hughes Male Pedestrian 4..... Nigel Gibbs Male Pedestrian 5..... V K Female Pedestrian 1 Karimah Westbrook Female Pedestrian 2 Cheryl Carter Female Pedestrian 3 Regan Carrington Female Pedestrian 4 Joyce Guy Female Pedestrian 5 Cwnthia Addai-Robinson Female Pedestrian 6 Tina Y. Hahn Female Pedestrian 7 Sharon Omi Female Pedestrian 8 Vivian Bang Female Pedestrian 9 Jennifer Chu Remale Pedestrian 10 ... Hira Ambrosino Male Pedestrian 6..... Martin Chow Male Pedestrian 7.....! Robert Wu Male Pedestrian 8 Evan Lai Male Pedestrian 9 Jamison Yang Male Pedestrian 10..... Jack Ong Male Pedestrian 11..... Ethan Le Phong Female Pedestrian 11 ... Carole Gutierrez Female Pedestrian 12 ... Norma Maldonado Female Pedestrian 13 ... Julia Vera Female Pedestrian 14 ... Arlene Santana Female Pedestrian 15 ... Natalie Jeremic Female Pedestrian 16 ... Sara Mendoza Male Pedestrian 12..... Damien Luvara Male Pedestrian 13..... Miguel Naiera Male Pedestrian 14..... Mike Gomez Male Pedestrian 15..... Jesus Marquez Wole Pedestrien 16 Wint Coceres Female Pedestrian 17 ... Aileen Burdock Female Pedestrian 18 ... Chauntal Lewis Female Pedestrian 19 ... Alexandra Ruddy Female Pedestrian 20 ... Valerie Azlynn Female Pedestrian 21 ... Tyler Kain Female Pedestrian 23 ... Jeannine Kaspar Female Pedestrian 24 ... Andres Faucher Cave Victim Sloan Tome Male Pedestrian 17..... David Urv Male Pedestrian 18..... Kevin Lowe

MOTION CAPTURE

ADDITIONAL COLE PHELPS MOCAP PERFORMED BY: Jeffrey C. Hawkins, Brad Schmidt, Chris Comfort, Colin Donnell

COLE PHELPS STUNTS PERFORMED BY: Drew Leary

OTHER CHARACTERS PERFORMED BY: Alex Ferrari. Apolla Echino, Art LaFleur, Bill Porter, Bill Watterson, Brad Schmidt, Branden Cook, Brandon Williams, Brice Harris, Cameo Martine, Chad Lindberg, Cheryl Burns, Chris Comfort, Clementina Sonn, Colin Donnell, Daniel Ponickly, David Ury, Demetrius Grosse, Dennis Flanagan, Eric Ladin, Eric Rywalski, Glean Lewis, Greg Skura, Heather Ann Davis, James B. Kennedy, James Mount, Jeffrey C. Hawkins, Jesse Teeters, Jessica Graves, Jessica Littlefield, J. Marvin Cambell, Jocko Sims, Joseph Napoli, Kelsey McNamee, Kevin Scanlon, Maria Couch, Marley DelDuchetto, Warshall Givens, Watthew Scott Lewis, Maureen Flanigan, Mimi Karsh, Morgan Spector, Nick Bush, Ronald Okubo, Russell Koplin, Sam Littlefield, Scott Narver, Sean Bridgers, Steve Sears, Tina Mayer, Tom Mesmer, Tracey Fairaway, Tug Coker, Wendi Bergamini.

THE LOCAL POPULATION

Adam Tetzloff, Adam Glogower, Alex Reside, Alicia Hornstein, Alicia Manwaring, Ana Fernando, Andrew St. Clair, Anthony J. Selvaggi, Anthony Macbain, Arismendy Ciprian, Auerlio Kim, Aya Fujimori, Brian Harmande, Brian Schott, B-Rod, Catherine McKinney, Chelsey C. Calloway, Chris Mansfield, Colin Snyder, Coury Carlson, Damian Bulluck, Dan Cartwright, Dan Derwin, Dani Burr, Daniel Acker, Danielle Grinage, David Grinage Sr., David Scott. Devon Clarke, Diane White, Duane Hubner, Eva Prinz, Forrest Karbowski, Franco Salandra, Frank W. Miller Jr., Frederick Navarrete, Gabriel Deleon, Gail Bennington, Gena Feist, Gene Overton, Giorgio Piccoli, Greg Lau. Gregory Johnson, Hillary Crosley. Hillary J. Scott, Ifeoma Obi, J. Nicholson, Jameel Vega, Jane Lee, Jason Bishop, Jason Liles. Jeremiah Wallace Jr., Joela Dos Santos, Jordan Liles, Joseph De Rocco, Josh Moskovitz, Joshua Kahn, Julie Bennington, Justin Scott, Kayla Koschel, Kelly Wetzel, Kerry Shaw, Kiechia Bean, Kimberly Newman, Kong Chun Yu, Lazlow Jones, Lilit Baron, Logan Laflotte, Luke Howard, Marisa Palumbo, Mark Adamson, Mary Lee Palumbo, Michael Berger, Michael Mignano, Michael Nathan, Michele Pearson, Mike Kimberling, Miles Bennington, Nash Membreno, Nathaniel Bryan, Nick Giovannetti, Omar Shakir, Oswald Greene Jr., Peter Woloszyn, Ramon Stokes, Ravi S. Lakheeram, Ray Smiling, Richard Cole, Rob Spampinato, Robert A. Meyer, Robert E. Wagner, Rocco Cambareri, Ron Bennington, Ross Federman, Ryan Brady, Sandy Loh, Sanford Santacroce, Shawn Allen, Shawn Martin, Simone Vega, Steve Ross, Steven Huie, Tamara Carrion, Ted O'Brien, Timothy Chartier, Timothy Choate, Todd Rappoport, Tony Galarza, Ukamaka C. OnyekeluEze, Victor K. Chu, Vincent A. Parker, Yoojin Yoo, Zain Surmawala, Zan Jabara, Zephorah Nuré

I A NOIRE SCORE SCORF COMPOSED BY

Andrew Hale

ORCHESTRAL SCORE COMPOSED BY

Andrew Hale and Simon Hale

"INVESTIGATION THEME" COMPOSED BY

Bob Brockman and Andrew Hale

"LI" COMPOSED BY

Larry Grenadier

ANDREW HALE:

Piano, Keyboards, Programming

SIMON HAIF-

Piano, Orchestral Arrangements.

Conductor

- ADDITIONAL PROGRAMMING / SOUND DESIGN BY

Ian Duncan and Nick Phillips

JAZZ RECORDING SESSIONS:

GERARD PRESENCER-

Trumpet/Flugelhorn/ Arrangements

MARK TURNER: Saxophones

JOHN TAYLOR:

Piano

DAVID FRIFDMAN-

Vibraphone

LARRY GRENADIER:

Acoustic Bass

JEFF BALLARD:

Drums

RECORDED AT METROPOLIS STUDIOS LONDON

ENGINEERED AND MIXED BY

Mike Pela and Andrew Hale

ORCHESTRAL RECORDING SESSIONS:

ORCHESTRA CONTRACTED BY Isobel Griffiths

CONDUCTOR:

Simon Hale

LEAD VIOLIN: LEAD 2ND VIOLIN: Everton Nelson Richard George

1ST VIOLA:

Fiona McNaught Bill Hawkes

1ST CELLO:

Chris Worsey

Ian Burdge Stacey Watton

1ST BASS:

CLARINET/ALTO SAX/ SOPRANO SAX /FLUTE: Nick Moss

CLARINET/TENOR SAX/FLUTE: Jamie Talbot

BASS CLARINFT/

BARITONE SAX/FLUTE: SAXOPHONE/FLUTE:

Tim Holmes Phil Todd

FRENCH HORN-

Philip Easton Neil Shewan

TRUMPETS/FLUGELHORN:

John Barclay Noel Langley Tom Rees-Roberts

TENOR TROMBONE: BASS TROMBONE-

Richard Edwards Dave Stewart Owen Slade

TUBA: HARP:

PIANO-

Camilla Pav Simon Chamberlain

PERCUSSION:

Bill Lockhart

Chris Baron

RECORDED AT ARREY ROAD STUDIOS LONDON

ENGINEERED AND MIXED BY

Peter Cobbin and Andrew Dudman

ADDITIONAL MATERIAL RECORDED

at Owlspace Studio London

RECORDED AND MIXED BY

Mike Pela and Andrew Hale

JAZZ VOCAL RECORDING SESSION:

MARA CARLYLE:

SIMON HALE: NOFI LANGIFY-

Trumpet STEVE MCMANUS-Bass

RALPH SALMINS:

Drums

Vocals

Piano

RECORDED AT ANGEL STUDIOS, LONDON AND OWLSPACE STUDIO LONDON

ENGINEERED BY Gary Thomas.

MIXED BY Andrew Hale

TAIKO RECORDING SESSION.

TETSURO NAITO GROUP: SACHIO SUGIURA:

Taiko Drums Shakuhachi

RECORDED AT ONKIO HAUS STUDIOS, TOKYO

ENGINEERED BY Makoto Kubota.

MIXED BY Andrew Hale

ADDITIONAL SCORE COMPOSED BY WOODY JACKSON.

MASA TSUZUKI: **VALENTE TORREZ**: Engineer and Editor Engineer

TODD SIMON:

Orchestration. Flugelhorn '

DAVEY CHEGWIDDEN:

Percussion and Drums

PABLO CALOGERO:

Bass Clarinet. Baritone Saxophone,

22

Bass Flute

RYAN FEVES: Upright Bass GUS SEYFFERT: Upright Bass

MIKE BOLGER: Trumnet, French Horn

ANOUSH SABOKTAKIN: Additional Orchestration on Fall from Grace

RECORDED AT ELECTRO-VOX RECORDING STUDIOS.

LOS ANGELES, CA

ELSA SONGS:

"GIIIITY"

"(I ALWAYS KILL) THE THINGS I LOVE" "TORCHED SONG"

ALL SONGS WRITTEN AND PRODUCED BY

Stephen Coates.

PERFORMED BY

The Real Tuesday Weld.

VOCALS PERFORMED BY: Claudia Brucken.

VOCALS RECORDED BY: Paul Humphreys.

PUBLISHED BY:

Six Degrees Music.

KTI RADIN

WRITTEN BY: Lazlow, Mike Unsworth, Rupert Humphries

RADIO VOICES: Bill Lobley, Henry Strozier. Larry Kenney, Laura Heywood

RADIO SHOWS.

The Bickersons originally aired 1/12/47 The Bickersons originally aired 4/20/47 The Bickersons radio program is Copyright Philip Rapp. All rights reserved. Audio segments provided by RadioSpirits.com

THE JACK BENNY PROGRAM:

originally aired 11/16/47 The Jack Benny radio program is Copyright Trust "C" under Will of Jack Benny, under license from Trust "C" under Will of Jack Benny. All rights reserved. Audio segments provided by RadioSpirits.com.

THE CHARLIE MCCARTHY SHOW:

originally aired 10/19/47 The Edgar Bergen & Charlie McCarthy Show radio program is Copyright The Bergen Foundation, under license from the Bergen Foundation. All rights reserved. Audio segments provided by RadioSpirits.com. 1940s radio consulting by Greg Bell Media

RADIO SONGS.

"AIN'T NOBODY HERE BUT US CHICKENS"

Alex Kramer, Joan Whitney Performed by Louis Jordan Published by Bourne Co. (ASCAP), Universal Music Publishing (ASCAP) Courtesy MCA/Universal Music Enterprises

"BATTLE OF THE BLUES, PART 1"

Harris Joe Turner Performed by Big Joe Turner Published by EMI Unart Catalog. Inc. (BMI) Courtesy Capitol Music Group

"BEFORE LONG"

Sid Catlett, Carl Sigman Performed by Louis Armstrong & His Orchestra Published by Music Sales Corp. (ASCAP) Courtesy RCA/Sony BMG

Thomas Waller, Andy Razaf, Harry Brooks Performed by Frankie Laine Published by Anne Rachel Music/Warner/Chappell Music. Inc. (ASCAP). Filmtrax Copyright Holdings. Inc./EMI Mills Music, Inc. (ASCAP), Razaf Music Company/Wixen Music (ASCAP) Courtesy Universal Music Enterprises

"BOBBY SOX BLUES"

Dootsie Williams Performed by T-Bone Walker Published by Black and White Music/Unichappell Music. Inc. (BMI) Courtesy Charly Records/Captiol Music Group

Stanley Kenton Performed by Stan Kenton & His Orchestra Published by EMI Robbins Catalog, Inc. (ASCAP) Courtesy Echo Jazz/Capitol Music Group

"HEY! BA-BA-RE-BOP"

Curley Hamner, Lionel Hampton Performed by Lionel Hampton & His Orchestra Published by Universal Music Corp. (ASCAP) Courtesv RST Records/Universal Music Enterprises

"HUMPH"

Thelonious Monk Performed by Thelonious Monk Published by Thelonious Music Corp./Second Floor Music (BMI) Courtesy Capitol Music Group

"I'M CONFESSIN'"

Doc Daugherty, Al J. Neiburg, Ellis Revnolds Performed by Peggy Lee Published by Bourne Co. (ASCAP) Courtesy Capitol Music Group

"INTO EACH LIFE SOME RAIN MUST FALL"

Doris Fisher, Allan Roberts Performed by The Ink Spots Published by Roberts Allan Music Co./Music Sales Corp. (ASCAP), Universal Music Corp. (ASCAP) Courtesy Smash Records/Universal Music Enterprises

"IT WAS A LOVER AND HIS LASS"

William Shakespeare. Thomas Worley Performed by Maxine Sullivan Published by Dimension Gate Music (BMT) Courtesy Cleopatra Records by arrangement with The Orchard

"JUICE HEAD BARY"

Charles Cootie Wiliams Performed by The Cootie Williams Orchestra Bob Hillard, Sammy Wysels, Dick Sanford Published by Warner/Chappell Music, Inc. (ASCAP) / Courtesy Capitol Music Group

"A LITTLE BIRD TOLD ME"

Harvey Brooks Performed by Evelyn Knight & The Stardusters Published by Bourne Co. (ASCAP) / Courtesy Decca/ Universal Music Enterprises

"MANTECA"

walter Gilbert Fuller, John Gillespie, Luciano Chano Pozo Gonzales . Performed by Dizzy Gillespie Published by Music Sales Corp. (ASCAP), Twenty-Eighth Street Music/Boosey and Hawkes, Inc. (ASCAP) Courtesy RCA/Victor/ Sony BMG

"MAYBE I SHOULD CHANGE MY WAYS"

Edward Kennedy Ellington, John Latouche Performed by Duke Ellington Published by Chappell-Co. Inc. (ASCAP), Sony/ATV Tunes LLC (ASCAP) Courtesy Sony BMG

"MOVE IT ON OVER"

Hank Williams Performed by Hank Williams Published by Sony/ATV Acuff Rose Music (BMI) Courtesy Polydor/Universal Music Enterprises

"MURDER HE SAYS"

Frank Loesser, Jimmy McHugh Performed by Dinah Shore Published by Sony/ATV Harmony (ASCAP) Courtesy RCA/Sony BMG

"MY HEART IS A HORO"

Johnny Burke, Jimmy Van Heusen Performed by Bing Crosby Published by Bourne Co. (ASCAP), Music Sales Corp. (ASCAP) Courtesy Seth Berg

"NEAR YOU"

Francis Craig, Kermit Goell Performed by Andrew Sisters Published by Warner/Chappell, Inc. (ASCAP) Courtesy MCA Records/Universal Music Enterprises

"ONE O'CLOCK JUMP'

William Count Basie Performed by Count Basie & His Orchestra Published by EMI Music Publishing, Inc. (ASCAP) Courtesy Verve Records/Universal Music Enterprises

"OOP POP A DA"

Babs Gonzales Performed by Dizzie Gillespie & Charlie Parker Published by Music Sales Corp. (ASCAP) Courtesy Classics/Capitol Music Group

"PISTOI PACKIN' MAMA"

41 Devter Performed by Bing Crosby & Andrew Sisters Published by Universal Songs of Polygram International, Inc. (BMI) Courtesy Music & Memories/Universal Music Frterrices

"RED SILK STOCKINGS AND GREEN PERFUME"

Performed by Swing and Sway with Sammy Kave Published by Bourne Co. (ASCAP), Music Sales Corp. (ASCAP), Penn Music Co. (ASCAP) Courtesy Sony BMG

"SFFMS LIKE OLD TIMES"

John Jacob Loeb, Carmen Lombardo Performed by Vaughn Monroe Published by Bughouse Music (ASCAP), The Flojan Music Publishing Co. (ASCAP) / Courtesy Columbia Records/ Sonw BMG

"BNI2 BNI2 BNI2"

Louis Prima Performed by Gene Krupa Published by EMI Robbins Catalog, Inc. (ASCAP) / Courtesy Verye/Universal Music Enterprises

"A SLICK CHICK ON THE MELLOW"

Harvey O. Brooks Performed by Dinah Washington Published by Universal Music Corp. (ASCAP) Courtesy Mercury/Universal Music Enterprises

"SMOKE! SMOKE! SMOKE! (THAT CIGARETTE)"

Merle Travis, Tex Williams Performed by Tex Williams Published by Unichappell Music, Inc. (BMI) Courtesy Capitol Music Group

"STONE COLD DEAD IN THE MARKET"

Frederick W. Hendricks Performed by Ella Fitzgerald & Louis Jordan Published by Universal Music Publishing (ASCAP) Courtesy Universal Music Enterprises

"THAT OLE DEVIL CALLED LOVE"

Doris Fisher, Allan Roberts Performed by Billie Holiday Published by Roberts Allan Music Co./Music Sales Corp. (ASCAP), Universal Music Corp. (ASCAP) Courtesy Disky/Universal Music Enterprises

"THAT'S MY DESIRE"

Helmy Kresa, Carroll Loveday Performed by Martha Tilton Published by EMI Mills Music, Inc. (ASCAP), Music Sales Corp. (ASCAP) /Courtesy EMI/Capitol Music Group

"WOLF ON THE RIVER"

Amos Wilburn Performed by Amos Milburn Published by EMI Longitude Music (BMI) Courtesy EMI/Capitol Music Group

Mack Gordon, Josef Myrow Performed by Margaret Whiting Published by WB Music Corp. (ASCAP) Courtesy Capitol Music Group

LICENSE & WARRANTY

LIMITED SOFTWARE WARRANTY AND LICENSE AGREEMENT

This limited software warranty and license agreement (this "Agreement") may be periodically updated and the current version will be posted at

www.rockstargames.com/eula (the "Website"), Your continued use of the Software after a revised Agreement has been posted constitutes your acceptance of its terms.

THE "SOFTWARE" INCLUDES ALL SOFTWARE INCLUDED WITH THIS AGREEMENT, THE ACCOMPANYING MANUAL(S), PACKAGING, AND OTHER WRITTEN FILES, ELECTRONIC OR ON-LINE MATERIALS OR DOCUMENTATION, AND ANY AND ALL COPIES OF SUCH SOFTWARE AND ITS MATERIALS.

THE SOFTWARE IS LICENSED, NOT SOLD. BY OPENING, DOWNLOADING, INSTALLING, COPYLING OR OTHERWISE USING THE SOFTWARE, AND ANY OTHER MATERIALS INCLINED WITH HE SOFTWARE, YOU AGREE TO BE BOUND BY THE THIS OF THIS AGREEMENT WITH THE UNITED STATES COUPANY TAKE-TWO INTERACTIVE SOFTWARE, NO. ("LICENSOR"), AS WELL AS THE PRIVACY POLICY LOCATED AT WWW.rockstargames.com/rivacy AND TERMS OF SERVICE LOCATED AT

PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO OPEN, DOWNLOAD, INSTALL, COPY, OR USE THE SOFTWARE.

LICENSE

Subject to this Agreement and its terms and conditions, Licensor hereby grants you a nonexclusive, non-transferable, limited, and revocable right and license to use one copy of the Software for your personal, non-commercial use for gameplay on a single Game Platform (e.g. computer, mobile device, or gaming console) unless otherwise expressly specified in the Software documentation. Your license rights are subject to your compliance with this Agreement. The term of your license under this Agreement shall commence on the date that you install or otherwise use the Software and ends on the earlier date of either your disposal of the Software or the termination of this Agreement (see helow).

The Software is licensed, not sold, to you, and you hereby acknowledge that not title or ownership in the Software is being transferred or assigned and this Agreement should not be construed as a sale day rights in the Software. Licensor retains all right, title, and interest to the Software, including, but not limited to, all copyrights, tradesmarks, trades exerts, trades makes, themes, characters, character names, stories, dialog, settings, artwork, sounds effects, musical works, and moral rights. The Software is protected by U.S. copyright and trademark law and applicable laws and treaties throughout the world. The Software may not be copied, reproduced, or distributed in any manner or medium, in whole or in part, without prior written consent from Licensor. Any persons copying, reproducing, or distributing all or any portion of the Software in any manner or medium, will be willfully violating the copyright laws and may be subject to civil and criminal penalties in the U.S. or their local country. Be advised that U.S. copyright violations are subject to statutory penalties of up to \$150,000 per violation. The Software contains certain licensed materials and Licensor's licensors may also protect their rights in the event of any violation of this Agreement. All rights not expressly granted under this Agreement are reserved by Licensor and, as applicable, its licensors.

You agree not to:

commercially exploit the Software;

distribute, lease, license, sell, rent, convert into convertible currency, or otherwise transfer or assign the Software, or any copies of the Software, including but not limited to Virtual Goods or Virtual Currency (defined below) without the express prior written consent of Licensor or as expressly set forth in this Agreement;

make a copy of the Software or any part thereof (other than as set forth herein);

make a copy of the Software available on a network for use or download by multiple users;

except as otherwise specifically provided by the Software or this Agreement, use or install the Software (or permit others to do same) on a network, for on-line use, or on more than one computer or gaming unit at the same time; only the Software order, a bond drive or other storage days an order to be provided by the Software of the requirement to use the Software of the Software of

copy the Software onto a hard drive or other storage device in order to bypass the requirement to run the Software from the included CD-ROW or DUD-ROW (this prohibition does not apply to copies in whole or in part that may be made by the Software itself during installation in order to run more efficiently);

use or copy the Software at a computer gaming center or any other location-based site; provided, that Licensor may offer you a separate license agreement to make the Software available for commercial use;

reverse engineer, decompile, disassemble, display, perform, prepare derivative works based on, or otherwise modify the Software, in whole or in part;

remove or modify any proprietary notices, marks, or labels contained on or within the Software;

restrict or inhibit any other user from using and enjoying any online features of the Software;

cheat or utilize any unauthorized robot, spider, or other program in connection with any online features of the Software;

violate any terms, policies, licenses, or code of conduct for any online features of the Software; or

transport, export, or re-export (directly or indirectly) into any country forbidden to receive the Software by any U.S. export laws or regulations or U.S. economic sanctions or otherwise violate any laws or regulations, or the laws of the country in which the Software was obtained, which may be amended from the to time.

ACCESS TO SPECIAL FRATURES AND/OR SERVICES, INCLIDING DIGITAL COPIES: Software download, redemption of a unique serial code, registration of the Software, membership in a third-party service and/or membership in a Licensor service (including acceptance of related terms and policies) may be required to activate the Software, access digital copies of the Software, or access certain un-lockable, downloadable, online, or other special content, services, and/or functions (collectively, "Special Features"). Access to Special Features is limited to a single-User Account (as defined below) per serial code and access to Special Features can be transferred, sold, leased, licensed, rented, converted into convertible virtual currency, or re-registered by another user unless otherwise expressly specified. The provisions of this paragraph supersed any other term in this Agreement.

TRANSPER OF PRE-RECORDE COPY LICENSE: You may transfer the entire physical copy of pre-recorded Software and accompanying documentation on a permanent basis to another person as long as you retain no copies (including archival or backup copies) of the Software, accompanying documentation, or any portion or component of the Software or accompanying documentation, and the recipient agrees to the terms of this Agreement Transfer of the pre-recorded copy license may require you to take specific steps, as set forth in the Software documentation. You may not transfer, sell, lease, license, rent, or convert into convertible virtual currency any Virtual Currency or Virtual Soods except as expressly set forth in this Agreement or with Licensor's prior written consent. Special Features, including content otherwise unavailable without a single-use serial code, are not transferrable to another person under any circumstances, and Special Features may cease functioning if the original installation copy of the Software is adeleted or the pre-recorded copy is unavailable to the user. The SOftware is intended for private use only. NOWITHISTANDING THE SOFTWARE.

TECHNICAL PROTECTIONS: The Software may include measures to control access to the Software, control access to certain features or content, prevent anyone from exceeding the limited rights and licenses granted under this Agreement. Such measures may include incorporating license management, product activation, and other security technology in the Software and monitoring usage, including, but not limited to, time, date, access, or other controls, counters, serial numbers, and/or other security devices designed to prevent the unauthorized access, use, and copying of the Software, or any portions or components thereof, including any violations of this Agreement. Licensor reserves the right to monitor use of the Software at the result of the software and if you do, the Software may not function properly. If the Software parts access to Special Peatures, only one copy of the Software may not function properly. If the Software access on Special Peatures are under the services and registration may be required to access online services and to download Software updates and patches. Only Software subject

to a valid license can be used to access online services, includend downloading updates and patches. Except as otherwise prohibited by applicable law, Licensor may limit, not prohibited by applicable law, Licensor may limit, and access to the Software, including, but not limited to, any related services and products, at any time without notice for any reason whatsoever.

USER GREATED CONTENT: The Software may allow you to create content, including, but not limited to, a gameplay map, scenario, screenahot, car design, ttem, or video of your game play. In exchange for use of the Software, and to the extent that your contributions through use of the Software give rise to any copyright interest, you hereby grant Licensor an exclusive, perpetual, irrevocable, fully transferable, and sub-licensable worldwide right and license to use your contributions in any way and for any purpose in connection with the Software and related goods and services, including, but not limited to, the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown and distribute your contributions without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual property rights by applicable laws and international conventions. You hereby to Licensor's and other players' use and enjoyment of such assets in connection with Software and related goods and services under applicable law. This license grant to Licensor, and terms above regarding any applicable moral rights, will surrive any termination of this Agreement.

INTERNET CONNECTION: The Software may require an internet connection to access internet-based features, authenticate the Software, or perform other functions.

USER ACCOUNTS: In order to use the Software or a software feature, or for certain features of the Software to operate properly, you may be required to have and maintain a valid and active user account with an online service, such as a third-party gaming platform or social network account ("Third-Party Account"), or an account with Licensor or a Licensor affiliate, as set forth in the Software documentation. If you do not maintain such accounts, then certain features of the Software may not operate or may cease to function properly, either in whole or in part. The Software may also require you to create a Software-specific user account with Licensor or a Licensor affiliate ("User Account") in order to access the Software and its functionality and features, Your User Account log-in may be associated with a Third-Party Account. You are responsible for all use and the security of your User Accounts and any Third-Party Accounts that you use to access and use the Software.

VIRTUAL CURRENCY AND VIRTUAL GOODS

If the Software allows you to purchase and/or earn though play a license to use Virtual Currency and Virtual Goods, the following additional terms and conditions apply.

VIRTUAL CURRENCY & VIRTUAL GOODS: The Software may enable users to (i) use fictional virtual currency as a medium of exchange exclusively within the Software ("Virtual Currency" or "VC") and (ii) gain access to (and certain limited rights to use) virtual goods within the Software ("Virtual Goods" or "VG"). Regardless of the terminology used, VC and VG represent a limited license right governed by this Agreement. Subject to the terms of and compliance withis Agreement, Licensor hereby grants you the nonexclusive, non-transferable, non-sublicensable, limited right and license to use VC and VG obtained by you for your personal non-commercial gameplay exclusively within the Software. Except as otherwise prohibited by applicable law, VC and VG obtained by your are licensed to you, and you hereby acknowledge that no title or ownership in or to VC and VG is being transferred or assigned hereunder. This Agreement should not be construed as a sale of any rights in VC and VG.

VC and VG do not have an equivalent value in real currency and do not act as a substitute for real currency. You acknowledge and agree that Licensor may revise or take action that impacts the perceived value of or purchase price for any VC and/or VG at any time except as prohibited by applicable law. VC and VG do not incur fees for non-use; provided, however, that the license granted hereunder to VC and VG will terminate in accordance with the terms and conditions of this Agreement and the Software documentation, when Licensor ceases providing the Software, or this Agreement is otherwise terminated. Licensor, in its sole discretion, reserves the right to charge fees for the right to access or use VC or VG and/or may distribute VC or VG with or without charge.

ERRINIO & PURCHASING VIRTUAL CURRENCY AND VIRTUAL GOODS: You may have the ability to purchase VC or to earn VC from Licensor for the completion of certain activities or accomplishments in the Software. For example, Licensor may provide VC or VG upon the completion of an in-game activity, such as attaining a new level, completing a task, or creating user content. Once obtained, VC and/or VG will be credited to your User Account. You may purchase VC and VG only within the Software, or through a platform, participating third-party online store, amplication store, or the store authorized Software or through a platform, participating third-party online store, application store, or the store authorized Software Store Turnicated and use of the store and the store and the store of the store and the store of the store and the store of the store and the store of the store o

BALANCE CALCULATION: You can access and view your available VC and VG in your User Account when logged into your beer Account. Licensor reserves the right, in its sole discretion, to make all calculations regarding the available VC and VG in your User Account. Licensor further reserves the right, in its sole discretion, to determine the amount of and manner, in which VC is credited and debited from your User Account in connection with your purchase of VG or for other purposes. While Licensor strives to make all such calculations on a consistent and reasonable basis, you hereby acknowledge and agree that Licensor's determination of the available VC and VG in your User Account is final, unless you can provide documentation to Licensor that such calculations on a consistent and reasonable basis, is final, unless you can provide documentation to Licensor that such calculation was or is intentionally incorrect.

SINKO VIRANDAL CURRENCY AND VIRANIA GOODS: All purchased in-game Virtual Currency and/or Virtual Goods may be goods, which may vary depending on the associated Software. We and VG may only be used within the Software, and goods, which may vary depending on the associated Software. We and VG may only be used within the Software, and Licensor, in its sole discretion, may limit use of VG and/or VG to a single game. Huthorized uses and purposes of VC and/Or WG and you use VC and/or VG within the Software. We use of any VC and/or VG and and you was VC and/or VG an

NON-REMEMBLE: VC and VG may only be redeemed for in-game goods and services. You may not sell, lease, license, or rent VC or VG, convert them into convertible VC. VC and VG may only be redeemed for in-game goods or services and are not redeemable for any sum of money or monetary value or other goods from Licensor or any other person or entity at any time, except as expressly provided herein or otherwise required by applicable law. VC and VG have no cash value, and neither Licensor nor any other person or entity has any obligation to exchange your VC or VG for anything of value, including, but not limited to, real currency.

NO REFUND: All purchases of VC and VG are final and under no circumstances will such purchases be refundable, transferable, or exchangeable. Except as prohibited by applicable law, Licensor has the absolute right to manage, regulate, control, modify, suspend, and/or eliminate such VC and/or VG as it sees fit in its sole discretion, and Licensor shall have no liability to you or anyone else for the exercise of such right.

NO TRANSFERS: any transferring, trading, selling, or exchanging of any VC or VC to anyone, other than in game play using the Software as expressly authorized by Licensor ("Unauthorized Transftions"), including, but not limited to, among other users of the Software, is not sanctioned by Licensor and is strictly forbidden. Licensor reserves the right, in its sole discretion, to terminate, suspend, or modify your User Account and your VC and VC and terminate this Agreement if you engage in, assist in, or request any Unauthorized Transactions. All users who

participate in such activities do so at their own risk and hereby agree to indemnify and hold harmless Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents from all damages, losses and expenses arising directly or indirectly from such actions. You acknowledge that Licensor may request that the applicable Application Store stop, suspend, terminate, discontinue, or reverse up unauthorized Transaction, regardless of when such Unauthorized Transaction occurred (or has yet to occur) when it suspects or has evidence of fraud, violations of this Agreement, violations of any applicable law or regulation, or any intentional act designed to interfere or that otherwise has the effect of or may have the effect of intervening in any way with the operation of the Software. If we believe or have any reason to suspect that you have engaged in an Unauthorized VC and VO in your User Account or terminate or suspend your User Account and your rights to any VC, VG, and other items associated with your User Account.

LOCATION: VC is only available to customers in certain locations. You may not purchase or use VC if you are not in an approved location.

SOFTWARE STORE TERMS

This Agreement and the provision of the Software through any Software Store (including the purchase of VC or VC) is subject to the additional terms and conditions set forth on or in or required by the applicable Software Store and all such applicable terms and conditions are incorporated herein by this reference. Licensor is not responsible or liable to you for any credit card or bank-related charges or other charges or fees related to your purchase transactions within the Software of through a Software Store. All such transactions are administered by the Software Store, not Licensor. Licensor expressly disclaims any liability for any such transactions, and you agree that your sole remedy regarding all transactions is from or through such Software Store.

This Agreement is solely between you and Licensor, and not with any Software Store. You acknowledge that the Software Store has no obligation to furnish any maintenance or support services to you in connection with the Software. Except for the foregoing, to the maximum extent permitted by applicable law, the Software Store will have no other warranty obligation whatseever with respect to the Software. Any claim in connection with the Software related to product liability, a failure to conform to applicable legal or regulatory requirements, claims under consumer protection or similar legislation or intellectual property infringement according to this Agreement, and the Software Store is not responsible for such claims. You must comply with the Software Store Terms of Services and any other Software Store applicable rules or policies. The license to the Software is a non-transferable license to use the Software only on an applicable device that you own or control. You represent that you are not located in any U.S.-embargoed countries or other geographical areas or on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's list or Entity List. The Software Store is a third-party beneficiary to this Agreement and may enforce this Agreement against Verment verme

INFORMATION COLLECTION & USAGE

By installing and using the Software, you consent to the information collection and usage terms set forth in this section and licensor's Privacy Policy, including (where applicable) (1) the transfer of any personal information and other information to Licensor, its affiliates, vendors, and business partners, and to certain other third parties, such as governmental authorities, in the U.S. and other countries located outside Europe or your home country, including countries that may have lower standards of privacy protection; (1) the public display of your data, such as identification of your user-created content or displaying your scores, ranking, achievements, and other gameplay data on websites and other platforms; (111) the sharing of your gameplay data with hardware manufacturers, platform hosts, and Licensor's marketing partners; and (1v) other uses and disclosures of your to time. If you do not want your information used or shared in this manner, then you should not use the Software.

For the purposes all data privacy issues, including the collection, use, disclosure, and transfer of your personal information and other information, the Privacy Policy located at www.rockstargames.com/privacy, as amended from time to time, takes precedence over any other statement in this Agreement.

LIMITED WARRANTY: Licensor warrants to you (if you are the initial and original purchaser of the Software but not if you obtain the pre-recorded Software and accompanying documentation as a transfer from the original purchaser) that the original storage medium holding the Software is free from defects in material and workmanship under normal use and service for 90 days from the date of purchase. Licensor warrants to you that the Software is compatible with a personal computer meeting the minimum system requirements listed in the Software documentation or that it has been exertified by the gaming unit producer as compatible with the gaming unit for which it has been published. However, due to variations in hardware, software, internet connections, and individual usage, Licensor does not warrant the performance of the Software on your specific computer or gaming unit. Licensor does not warrant tagainst interference with your enjoyment of the Software will meet your requirements; that operation of the Software will be compared will be compared by Licensor or any autorized representative shall create a warranty. Because some jurisdictions don't allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, some or all of the above exclusions and limitations may not apply to you.

If for any reason you find a defect in the storage medium or Software during the warranty period, Licensor agrees to replace, free of charge, any Software discovered to be defective within the warranty period as long as the Software is currently being manufactured by Licensor. If the Software is no longer available, Licensor retains the right to substitute a similar piece of Software of equal or greater value. This warranty is limited to the storage medium and the Software as originally provided by Licensor and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect has arisen though abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above. Except as set forth above, this warranty is in lieu of all other warranties, whether or all or written, express or implied, including any other warranty of merchantability, fitness for a particular purpose, or non-infringement, and no other representations or warranties of any kind shall be binding on Licensor.

When returning the Software subject to the limited warranty above, please send the original Software only to "licensor address specified below and include: your name and return addres; a photocopy of your dated sales receipt; and a brief note describing the defect and the system on which you are running the Software.

You agree to indemnify, defend, and hold Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents harmless from all damages, losses, and expenses arising directly or indirectly from your acts and omissions to act in using the Software pursuant to the terms of the Agreement.

IN MO EVENT WILL LICENSOR BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE, OR MALFUNCTION OF THE SOFTWARE, INCLIDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR LOST PROFITS OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER RAISING IN TOT (INCLUDING MEGLICENCS) CONTRACT, STRICT LIABILITY, OR OTHERWISE, WHETHER ARE ON NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR'S LIABILITY FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCERD THE ACTUAL PRICE PAID BY YOU FOR USE OF THE SOFTWARE.

IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS HERGUIDERS BY YOU, REGARDLESS OF THE FORM OF ACTION, EVER EXCEST THE GREATER OF THE FEES PAID BY YOU TO LICENSOR FOR THE PRECEDING TWELVE (12) MONTH PERIOD FOR ANYTHING RELATING TO THE SOFTWARE OR US\$200, WHICHEVER IS GREATER

BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, DEATH, OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, FRAID, OR WILLFUL MISCONDUCT, THESE LIMITATIONS AND/OR EXCLUSIONS AND ANY EXCLUSION OR LIMITATION OTHERWISE RESULTING FROM THE ABOVE INDEMNITY MAY NOT APPLY TO YOU. THIS WARRANTY SHALL NOT BE APPLICABLE SOLELY TO THE EXTENT THAT ANY SECTIFIC PROVISION OF THIS WARRANTY IS FORHIBITED BY ANY YEARL, STATE, OR MUNICIPAL LAW, WHICH CANNOT BE PER-EMPTED. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISOLICION TO JURISOLICION.

WE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OUR NETWORK AND OTHER PORTIONS OF THE INTERNET, WIRELESS NETWORKS, OR OTHER THIRD-PARTY NETWORKS, SUCH FLOW DEFENDED IN LARGE PART ON THE PERFORMANCE OF THE INTERNET WIRELESS SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OR SUCH THIRD PARTIES MAY LIMPAIR OR DISRUPT YOUR CONNECTIONS OF THE INTERNET WIRELESS SERVICES, OR PORTIONS THEREOF, WE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THERPARTY ACTIONS OR INACTIONS THAT IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF OR THE USE OF THE SOFTWARE AND RELATED SERVICES AND PRODUCTS.

The same that the server of th

The Software and documentation have been developed entirely at private expense and are provided as "Gomerotal Computer Software" or "restricted computer software" or "restricted computer software" or "restricted computer software" or "software" or "list of the state of the software or "software" or "software clauses of the software or "software software softwar

EQUITABLE REMEDIES
You hereby agree that if the terms of this Agreement are not specifically enforced, Licensor will be irreparably damaged, and therefore you agree that Licensor shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any of this Agreement, including temporary and permanent injunctive relief, in addition to any other available remedies.

TAYEN ANY EXPENSES

You shall be responsible for and shall pay and shall indemnify and hold harmless Licensor and any and all of its affiliates, officers, directors, and employees against all taxes, duties, and levies of any kind imposed by any governmental entity with respect to the transactions contemplated under the this Agreement, including interest and penalties thereon (exclusive of taxes on Licensor's net income), irrespective of whether included in any invoice sent to you at any time by Licensor. You shall provide copies of any and all exemption certificates to Licensor if you are entitled to any exemption. All expenses and costs incurred by you in connection with your activities hereunder, if any, are your sole responsibility. You are not entitled to reimbursement from Licensor for any expenses, and will hold Licensor harmless therefrom.

TERMS OF SERVICE

All access to and use of the Software is subject to this Agreement, the applicable Software documentation, Licensor's Terms of Service, and Licensor's Privacy Policy, and all terms and conditions of the Terms of Service are hereby incorporated into this Agreement by this reference. These agreements represent the complete agreement between you and Licensor relating to use of the Software and related services and products and supersede and replace any prior agreements between you and Licensor, whether written or oral. To the extent there is a conflict between this Agreement and the Terms of Service, this Agreement shall control.

MINGCHLANKONIS

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected. GOVERNING LAW

This Agreement shall be construed (without regard to conflicts or choice of law principles) under the laws of the State of New York, as such law is applied to agreements between New York residents entered into and to be performed within New York, except as governed by federal law. Unless expressly waived by Licensor in writing for the particular instance or contrary to local law, the sole and exclusive jurisdiction evenue for actions related to the subject matter hereof shall be the state and federal courts located in Licensor's principal corporate place of business (New York County, New York, U.S.A.). You and Licensor consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by New York state or federal law. You and Licensor agree that the ON Convention on Contracts for the International Sale of Goods (Yemma, 1980) shall not apply to this Agreement or to any disjute or transaction sizing out of this Agreement.

If YOU HAVE ANY QUESTIONS CONCENTING THIS AGREEMENT, YOU MAY CONTACT US IN WRITING AT: TAKE-TWO INTERACTIVE SOFTWARE, INC., 622 BEROADWAY, NEW YORK, NY 10012.

02006 - 2011 Rockstar Games, Inc. Rockstar Games, L.A. Noire, and the \$\mathbb{q}\$, marks and logos are trademarks and/or registered trademarks of Take-Two Interactive Software. Portions 0 Copyright Master Licensing, Inc., 2010, all rights reserved, Naked City and Naked City-related trademarks and trade dress are trademarks of Master Elemsing, Inc. The Team Bondi mark and logo is property of Team Bondi Pty. Ltd. All other marks and trademarks are properties of their respective owners. Dolby and the double-D symbols are trademarks of Dolby Laboratories. All rights reserved

L.A. Noire uses Havok0. @Copyright 1999-2008 Havok.com, Inc. (and its Licensors). All Rights Reserved. See www. havok.com for details.

MPEG Layer-3 audio coding technology licensed from Fraunhofer IIS and Thomson.

Uses Bink Video. Copyright @ 1997-2011 by RAD Game Tools, Inc.

Certain imagery supplied by CSA Images. All rights reserved.

Depth Analysis and MotionScan are trademarks of Depth Analysis Pty. Ltd. All rights reserved.

TECHNICAL SUPPORT

If you are experiencing technical difficulties, please visit www.rockstargames.com/support for the latest support contact information and answers to frequently-asked questions. We offer support via web, email, phone, and Twitter.

