

PRECAUTIONS

• This disc contains software for the PlayStatione3 system. Never use this disc on any other system, as it could damage it. • This disc conforms to PlayStatione3 system instruction Manual carefully to ensure correct usage. • When inserting this disc in the PlayStatione3 system Instruction Manual carefully to ensure correct usage. • When inserting this disc in the PlayStatione3 system always place it with the required playback side facing down. • When handling the disc, do not touch the surface. Hold it by the edge. • Keep the disc clean and free of scratches. Should the surface become dirty, wipe it gently with a soft dry cloth. • Do not leave the disc near heat sources or in direct sunlight or excessive moisture. • Do not use an irregularly shaped disc, a cracked or warped disc, or one that has been repaired with adhesives, as it could lead to malfunction.

HEALTH WARNING

Always play in a well lit environment. Take regular breaks, 15 minutes every hour. Discontinue playing if you experience dizziness, nausea, fatigue or have a headache. Some individuals are sensitive to flashing or flickering lights or geometric shapes and patterns, may have an undetected epileptic condition and may experience epileptic seizures when watching television or playing videogames. Consult your doctor before playing videogames if you have an epileptic condition and immediately should you experience any of the following symptoms whilst playing: altered vision, muscle twitching, other involuntary movement, loss of awareness, confusion and/or convulsions.

3D HEALTH WARNING

Some people may experience discomfort (such as eye strain, eye fatigue or nausea) while watching 3D video images or playing stereoscopic 3D games on 3D televisions. If you experience such discomfort you should immediately discontinue use of your television until the discomfort subsides.

Generally we recommend that you avoid prolonged use of your PlayStatione3 system and take T5 minute breaks during each hour of play. However, when playing stereoscopic 3D games or watching 3D video, the length and frequency of necessary breaks may vary from person to person —please take breaks that are long enough to allow any feelings of discomfort to subside. If symptoms persist, consult your doctor.

The vision of young children (especially those under six years old) is still under development. We recommend that you consult with your child's doctor or optometrist before allowing young children to watch 3D video images or play stereoscopic 3D games. Adults should supervise young children to ensure they follow the recommendations listed above.

PIRACY

The unauthorised reproduction of all or any game part of this product and the unauthorised use of registered trademarks are likely to constitute a criminal offence. Piracy harms consumers as well as legitimate developers, publishers and retailers. If you suspect this game product is an unauthorised copy, or have any other information about pirate product, please call your local Customer Service number given at the back of this manual.

SYSTEM SOFTWARE UPDATES

For details about how to perform System Software updates for the PlayStation®3 system, visit eu.playstation.com or refer to the PS3™ system's instruction manual.

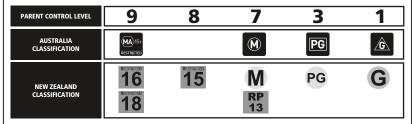


See back page of this manual for Customer Service Numbers.

PARENTAL CONTROL

This product has a preset Parental Control Level based on its content. You can set the Parental Control Level on the PlayStatione3 system to restrict the playback of a product with a Parental Control Level that is higher than the level set on the PS3TM system. For more information, please refer to the PS3TM system instruction manual.

This product is classified according to the PEGI age rating system except where by law another age rating system applies. The rating and content descriptors are displayed on the product packaging. The relationship between that age rating and the Parental Control Level is as follows:



In rare cases, the Parental Control Level of this product may be higher than the age rating which applies in your country, because of differences in the age rating systems in the various countries in which this product is sold. You may need to reset the Parental Control Level on your PS3™ system to enable play.

BLES-00933

FOR HOME USE ONLY: This software is licensed for play on authorised PlayStatione3 systems only. A PlayStatione3 system software update may be required. All unauthorised access, use or transfer of the product or its underlying copyright and trademark works is prohibide. See unplaystation.com/mems for full usage (rights). Library organize Sony Computer Enteriainment Inc. exclusively licensed to Sony Computer Enteriainment Europe (SCEE). RESALE AND RENTA, Lab POHIBITED UNLESS EXPRESSIV. AUTHORISED BY SCEE. PlayStationneNetwork, PlayStationsAthermone Subject to the unavailable in all countries and languages (cu, uplaystation, com/mems for subject). PlayStationneNetwork, PlayStationsAthermones Display to the unavailable in all countries and languages (cu, uplaystation, com/mems). Broadband Interest service required. Users are responsible for broadband access fees. Charges apply for some content. Users must be 7 years or older and users under 18 require parental consent. Network features may be withdrawar a reasonable notice) – see eu playstation.com/manservers for details. Licensed for sale only in Europe. Ite Middle East, Africa, India and Oceania.

"&", "PlayStation", "PlayStation", "PLATE ", "SUXXUS", "DUALSHOCK" and "&" are trademarks or registered trademarks of Sony Computer Entertainment Inc. "Blu-ray Disc™" and "Blu-ray"." are trademarks of the Blu-ray Disc Association. LA Noire © 2011 Rockstar Games, Inc. Published by Take-Two Interactive Software. Developed by Team Bondi. Made in Austria. All rights: reserved.

THE ROCKSTAR NEWSWIRE

Get the latest information, news and updates about all titles from Rockstar Games by visiting the Rockstar Newswire: rockstargames.com/newswire





DETECTIVE PHELPS LOS ANGELES POLICE DEPARTMENT

CONTENTS

-	BACKSTORY	05
	GAME CONTROLS	08
	HEADS UP DISPLAY	80
-	NOTEBOOK ENTRIES	10
	INVESTIGATIONS	12
-	INTERROGATION	15
_	MOVING UP THE RANKS	16
	CREDITS	17
-	LICENSE & WARRANTY	28



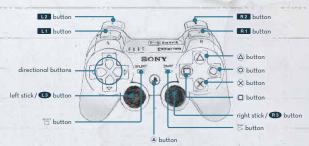
BACKSTORY

1023 Invill avenue

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 naive 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. 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 ...



GAME CONTROLS



ON FOOT

LEFT STICK **RIGHT STICK BUTTON** O BUTTON X BUTTON D BUTTON **R1 BUTTON R2 BUTTON R3 BUTTON** L1 BUTTON L2 BUTTON SELECT DIRECTIONAL BUTTONS **RIGHT BUTTON** DOWN BUTTON START

Movement / Manipulate Clue Rotate Camera Enter / Exit Vehicle / Hold to Make Partner Drive Leave Clues Analysis / Reload Interact / Investigate Clue Talk / Interrogate / Ask Partner for Help Enter / Exit Cover Run / Shoot (with weapon drawn) Look Behind **Discard Found Weapon** Aim Weapon Bring up Notebook / Exit Notebook Navigate Notebook Options Call Partner Zoom Out Mini Map Pause

GETTING STARTED

Set up the PlayStation®3 system according to the instructions in its instruction manual. At start-up, the power indicator light will glow red to indicate that the PlayStation®3 system is in Standby Mode. Press the power button and the power indicator light will turn green.

Insert the L.A. Noire disc into the disc slot with the label side facing upwards. Select the ■ icon from the XMB[™] Menu and press the ⊗ button to continue. Make sure there is enough free space on the Hard Disk Drive (HDD) before commencing play. Do not insert or remove peripherals once the power is turned on.

DRIVING	
LEFT STICK	Steering
RIGHT STICK	Rotate Camera
UP BUTTON	Change Camera
BUTTON	Respond to
Con the second s	Dispatch Call
R1 BUTTON	Handbrake
R2 BUTTON	Accelerate
R3 BUTTON	Look Behind
L2 BUTTON	Brake
L3 BUTTON	Siren/Horn





Please refer to the PlayStation®3 system's instruction manual for further details about setting up and recharging a Wireless Controller.

PLEASE NOTE: the information in this manual was correct at the time of going to print, but some minor changes may have been made late in the product's development. All screenshots for this manual have been taken from the English version of this product.

NOTE: Please select your preferred language from the system settings menu before commencing play. This title uses an autosave feature, do not reset or turn off the power when the HDD access indicator is flashing.

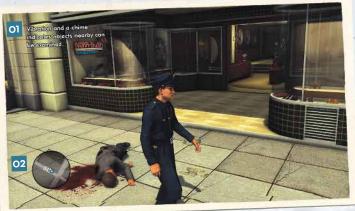
INTERROGATION

× BUTTON	Select Truth
BUTTON	Select Doubt
	Select Lie
SELECT	View Notebook
LI BUTTON	Use Intuition Point

FIGHTING CONTROLS × BUTTON Punch BUTTON Dodge / Hold to Block **BUTTON** Grapple Moves L2 BUTTON Lock onto Target O BUTTON 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.



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 (1) RANK UPD.

O5 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.

QUESTIONS PERSON OF INTEREST · Link to abandoned vehicle Frank Morgan · Location of Adrian Black ATT 34 Green SEX M Brown 1.10 Friend and coworker of missing person Adrian Black P.O.I. When you identify new persons of interest, the notebook stores key information and

characteristics for reference throughout the case.





CLUES

INSTAHEAT

Insy attear Horsel 12

STALLAT Dipe WOAK & F.

BLack Hill Ave.

HA

Clues and evidence that you uncover over the course of your investigation are logged in the notebook.

LOCATIONS

With crimes happening all around the city, your notebook will catalogue new address details and allow you to set waypoints to your destination

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 **SELECT** button. Consult your notebook frequently and pay close attention to each piece of information.

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 wish 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 (a) to instruct the driver to surrender the vehicle. Note that only L.A.P.D. vehicles have sirens and radio surrender the backguarters.

ERNON

they begins

SOUTH

TNWOOD

TON

AARK

MF

support from headquarters. NOTE: Completed cases can be replayed by accessing the CASES section of the main menu.

ive









Of A person who is lying may often 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.

03 If you challenge a person who is lying they may become momentarily angry or upset and then try to cover it up. 04 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

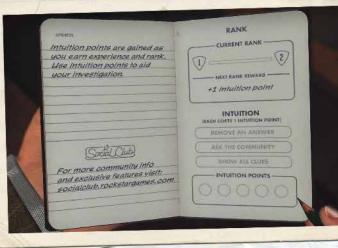
During interrogations, your notebook will open up automatically allowing you to select the first question you wish to ask. Questions can be asked in any order; simply scroll up and down with the Left Stick to select a question and press 🛞 to ask the question. Listen closely to the response given and 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 🔘 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 SELECT button.

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 PlayStation@Network 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

TEAM BONDI

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 Lefebvre Hugh Ravner 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 / BULLD 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 Cuvten Hemant Desai Michael Farley Amy Gallan Michael Gilvonio Ivan Kintanar Alfred Lee Craig Mackellar Jorge Hernan dez Ruiz Salim Tighnavard Ned Walker

David Whiddon INTERIORS Sam Henman Kevin Baker

> Jianxiong (Kent) Li Ben Muller Carl Ross LIGHTING Carl Ross Angus Bencke Mark Evans Michael Farley Jianxiong (Kent) Li FX Ben Muller **CLUES & PROPS** Andrew Hamilton Gordon Kam Anella Petrie Gabriel Rodriguez CHARACTERS *

Thomas Diakomichalis

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

CINEMATICS LEAD Sam Henman

> **DIRECTOR OF PHOTOGRAPHY** Andrew McLeod Aaron Smith **CINEMATIC PRODUCTION** Tina Chen

Philip Sullivan

Anella Petrie

David Whiddon

Sam Williams

ANIMATION - IN GAME

Tor Sigurdson

Karmen Coker

GRAPHIC DESIGNER

Wendy Cork

Karmen Coker

AUDIO DESIGN LEAD

AUDIO DESIGNER

STUDIO SUPPORT

Brad Gordon

Denise Wang

DEPTH ANALYSIS

MOTIONSCAN

HEAD OF RSD

Oliver Bao

PROGRAMMERS

Scott McMillan

UNIT PRODUCTION MANAGER/1ST

Douglas Turk

Vanessa Oxlad

Rosanna Sun

Peret Von Sturmer

Michael Theiler

Simon Wood

AUDIO

Gabriel Rodriguez

PRINCIPAL COSTUME DESIGNER

ADDITIONAL COSTUME DESIGN

Ned Walker

FLASHBACKS

Salim Tighnavard

Thomas Diakomichalis

ASSISTANT PRODUCTION DESIGNER

CINEMATIC ANIMATION Daniel Armstrong

David Zwierzchaczewski **CINEMATICS LAYOUT** Kevin Baker Nicholas Cuvten Thomas Diakomichalis Michael Farley Gordon Kam

Josh Rifkin Jianxiong (Kent) Li SOUND DELUXE Chip Beaman Dave Natale

> STUDIO SET UP Brandon Tate

PRODUCTION COORDINATOR

Stephanie Cramer

Matthew Crossett

Nicholas Kambio

Brandon Frazier

PRODUCTION ASSISTANT

Natalie Jeremic

Katrina Lubans

Emily Sandifer

James Baldzani

John Fitzsimons

Nicholas Martin

RIG OPERATOR

VIDEO EDITOR

Andrew Nicholson

ASSISTANT PRODUCTION COORDINATOR

James MacLaughlin HEAD OF MAKE UP & HAIR DEPT. (AU) **R&D MAKE UP & HAIR**

Margaret Aston HEAD OF MAKE UP & HAIR **DEPARTMENT (LA)**

Laini Thompson MAKE UP DEPARTMENT

Kali Balugo HAIR DEPARTMENT Linda Arnold

> Leslie Borchard Leonard Drake Kamaura Eley Darmesha Watkins

PRODUCTION COMPANY:

Oil Factory Inc ANIMATION SUPPORT

Original Force Ltd Technicolor MoAnima GOATI Outsourcing Pty., Ltd. Ian Bright Wayne Byrden Mitchell Clifford Mitchell Coote Upinder Dhaliwa

Chris Kong Garth Midgley STORYBOARD BY TUI STUDIOS

DIRECTOR/CONSULTANT Mike Uppendahl 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.

LEAD GRAPHICS PROGRAMMER Marcos Duran

Alex Hadjadj

John Whyte

James Broad

PROGRAMMER

Ben Lyons

ASSISTANTS

John Sloan

Marc Guerin

IFAD SOCIAL CLUB

Ian McFarland

Pete Andrews

IN GAME ANIMATORS

Malcolm Angus

Daniel Lim

GLOBAL LEAD

VFX ARTIST

NEVELOPER

ROCKSTAR NORTH

PRODUCER Leslie Benzies ART DIRECTOR Aaron Garbut ASSOCIATE ART DIRECTOR Michael Kane TECHNICAL DIRECTOR Adam Fowler ASSOCIATE TECHNICAL DIRFCTORS Phil Hooker Klaas Schilstra ANIMATION DIRFCTOR Mondo Ghulam TOOLS DIRECTOR Greg Smith AUDIO DIRECTOR Matthew Smith 20/III GRAPHICS DIRFCTOR Stuart Petri LEAD AI PROGRAMMER Chris Swinhoe IFAD ANIMATION PROGRAMMER Jim Jagger Jonathon Ashcroft LEAD CAMERA PROGRAMMER Andy Davies Colin Entwistle

Alex Cartwright Spencer Jones IFAD SYSTEMS PROGRAMMER LEAD CUT SCENE ANIMATORS Felipe Busquets SENIOR PROGRAMMERS Dermot Bailie CUT SCENE ANIMATORS Bernie Freidin Geoffrey Fermin Gus Braid Matt Tempest SENIOR DEVELOPMENT Michael Mangus Santiago Hurtado Christina Harvey Jenny Toft NORTH CONTRACT ANIMATORS **DEVELOPMENT SUPPORT** Matt Rochester Andrew Bailey-Smith Julian Laing TOOLS PROGRAMMERS Animation Coordinator Francesca Howard Jonathan Martin ANIMATION RESOURCE ASSISTANT Katherine Bodey ANIMATION DEVELOPMENT SOCIAL CLUB DEVELOPER ASSISTANTS Anita Norfolk Mags Donaldson LEVEL DESIGN Malcolm Shortt Craig Filshie IFAD IN GAMF ANIMATOR Adam Westwood Alwyn Roberts Brenda Carey Chris McMahon David Watson Kewin Wong

Paul Davies Vicki Eaton Steev Douglas SENIOR GRAPHIC DESIGNER TEST TOOLS SUPPORT Steve Walsh **GRAPHIC DESIGNERS BUILD ENGINEERS** Alisdair Wood Neil Walker Jill Menzies **DEVELOPMENT ASSISTANT** TEST Roberta Gatti LEAD MUSIC PRODUCER Chris Caira Craig Conner Colin Howard LEAD AUDIO PROGRAMMER Alastair MacGregor AUDIO DESIGNERS Euan McLaren Allan Walker Gavin Smart Will Morton Jon McCavish Graeme Hutton George Williamson Graeme Wright Jamie Trimmer **AUDIO DEVELOPMENT** Jay Adams ASSISTANT Jonathan Foot Lindsay Robertson Katie Pica MUSIC PRODUCTION Liam Halley ASSISTANTS Mark Beagan Rebecca Johnson Martin Logan Fraser Morgan Matt Wilson **DA MANAGER** Craig Arbuthnott Paul Kowal SENIOR LEAD TEST Rory Jepson Neil Corbett Ross Parker Brian Kelly Sean Casey Chris Thomson Stephen King

TEST LEAD

John Archibald Thomas Philips Ross McKinstrav Andrew Auckland Andrew Scotland Daniel McFarline David Strachan Gordon McKenzie Michael Burton Peter Brittain Scott Butchard

Tarek Hamad	Sa
Vasiko Manjgalad	ze Be
IT MANAGER	Si
Lorraine Stark	St
IT SYSTEMS ENGINEER	To
Adam Bown	Ah
David Campbell	An
	Pa
IT SUPPORT	Da
Christine Chalmers	St Ro
Paul Sharkey	To
STUDIO DIRECTOR	Jo
Andrew Semple	AN
Andrew Semple	Da
ROCKSTAR LEEDS	Da
1. · · · · · · · · · · · · · · · · · · ·	Si
STUDIO PRESIDENT	AR
Gordon Hall	Er
STUDIO VICE PRESIDENT	Ch
Al Dukes	Ja
ART DIRECTOR	Gr
Ian Bowden	Da
PRODUCTION	Pa
Bryan Reynolds	Mi
Chris Smart	Be
	0A
LEAD PROGRAMMER	Ni
Brett Laming	DA
PROGRAMMING	ч и Ма
Richard Bull	Sa
Jay Butler	Da
Ross Childs	IT
Andrew Collinson Neil Dodwell	Eb
Matt Donkin	Ch
Paul Dransfield	AD
Richard Frankish	
Ash Henstock	Ca Ma
David Lloyd	Na
Robin Mangham	Ind
Damian McKenna	R
Finlay Munro	
Colin Olivant	SI
Stuart Roskell	STI
Allan Walton	St
Jay Walton	AR
Rob Ware	Jo
HEAD DESIGNER	AR
John Li	Da
LEAD DESIGNER	AS
Paul Colls	
DESIGNERS	Ge
Joe Binks	CO
Rob Carr	Da
Neil Beggs	He
Kevin Edwards	Ja
Sean Fitzpatrick	
Aaron Gandaa	

muel T Hackett en Hinchliffe imon Iwaniszak teven Kerrigan m Kingsley hron Mason ndrew Minghella aul Nettleton avid Roberts ephen Robertson ob Taylor om Waters anna Wright UMATORS avid Dew an McGeoch imon Papp RTISTS ric Dawe hris Edwards ames O'Hare raham Olek an Roberts aul Smith ichael Stephens en Woods LEAD ick Robey TESTERS ark Bentley am Fowler an Webster orahim Fadia hris Waring MIN arrie Panks arielle Reuser aomi Greensmith OCKSTAR AN DIEGO TUDIO MANAGER teve Martin T REPARTMENT DIRECTOR shua Bass T DIRFCTOR aren Bader SSISTANT ART DIRECTOR eorge Davis NCEPT ARTISTS awid Hong the Srodawa son Castagna

TECHNICAL ARTIST ROCKSTAR Kelby Fuchs NEW ENGLAND ENVIRONMENT ARTISTS Adam Hernandez

Jude Liberty

Mike Hughes

Ryan Pearo

LEAD ANIMATOR

Sean Letts

IN GAME ANIMATORS

Kirk Cumming

CUT SCENE ANIMATORS

Alan O'Brien

Bryan Musson

Ryan Satrappe

TECHNICAL ANALYSIS

LEAD AUDIO DESIGNER

AUDIO DESIGNERS

Corey Ross

Geoff Show

Aaron Robuck

Jason Umbreit

Stephen Russo

Derek Tarvin

IFAD NETWORK

PROGRAMMER

Kevin Baca

LEAD ANIMATION

James Miller

PROGRAMMER

PROGRAMMERS

Rob Trickey

Bill Sherman

Michael Mattes

David Counts

Paul Anderson

NETWORK

Ron Roy

LL.

I.T. DIRECTOR

RAGE TECHNOLOGY GROUP

DIRECTOR OF TECHNOLOGY

OA TESTERS

Jeffery Whitcher

Christian Kjeldsen

Michael Krehan

Tim Webb

Jae Chung

GAMEPIAY

PROGRAMMER

Eliot Tokorovama

ANIMATION PROGRAMMER

ANIMATION Andy Welihozkiy Brian Falotico

Michael Bahurinsky PRODUCTION Robert Hannigen Jarred Vaughan

EXECUTIVE PRODUCER

Sam Houser **VP OF CREATIVE**

DEVELOPMENT Jeronimo Barrera

ART DIRECTOR Rob Nelson

Jeff Rosa

SENIOR PRODUCER Josh Needleman PRODUCERS -----

Chris Choi **ASSOCIATE PRODUCER**

SOCIAL CLUB PRODUCER Brand Inman

LOCALIZATION PRODUCER

LEAD ANALYST

TEST TEAM Adam Tetzloff

Brian Alcazar Bryan Rodriguez Christopher Mansfield Christopher Plummer Curtis Reyes Gene Overton Helen Andriacchi James Dima Jameel Vega Jay Capozello Lloyd Thompson Mike Hong Mike Nathan Oswald Greene Peter Woloszyn Phil Castanheira Rich Huie Steve Guillaume Tamara Carrion

Sanford Santacroce Avana Osada

TECHNICAL MANAGER Jared Raia

TECHNICAL ANALYST Matthew Foreman

BUSINESS DEVELOPMENT DIRECTOR

Sean Macaluso **DIALOGUE WRITING**

Ivan Pavlovich

Andi Hanley

PRODUCTION TEAM

Ezequiel Guerisoli

Forrest Karbowski

Gethin Aldous

Jaesun Celebre

Luke Howard

Mike Berger

Omar Shakir

Paul Martin

Shawn Allen

Ted O'Brien

Stephen Glenn

Tony Grinage

Vincent Parker

Ryan Pate

Jasmina Mathieu

Marisa Palumbo

Michele Pearson

Nick Giovannetti

Lazlow

Brad Cohn

Michael Unsworth Rupert Humphries SOUNDTRACK SUPERVISION

ROCKSTAR N.Y.C.

Tony Mesones CUT SCENES MIXED BY David Scott

Dan Houser Rocco Cambareri **VP OF PRODUCT** PRODUCTION DIRECTOR Rod Edge

VP OF QUALITY ASSURANCE

Neil McCaffrey

Jurgen Mol

Koji Nonoyama

Sean Flaherty

PERFORMANCE CAPTURE & ANIMATION

> Chuck Mongelli Evan Eldredge Corv Alderman Kelly Wetzel Adam De Oliveria Alan Michaels Brian Eldredge

James MacLaughin Danna Finestone Robert Martin David Zani

Che Ng SENIOR ANIMATION

SPECIALIST Abraham Ahmed

RESEARCH Gregory Johnson

ROCKSTAR **PUBLISHING TEAM** Adam Stennett Adam Glogower Adam Tedman Alex Moulle Berteaux Alpher Xian Andrea Stapleton Angus Wong Anthony Macbain Ben Jennings Ben Sutcliffe Bill Woods Brian Alston Bruce Dugan Chris Madgwick Christian Capitan Christopher Fiumano CJ Gibson Colin Snyder Craig Gilmore Damian Bulluck Daniel Acker Dan Cooper Daniel Einzig Dan Emerson Daniel Heacox Dave Malcolm David Gomez David Manley David Twinn Elizabeth Satterwhite Emmanuel Tramblais Fred Navarrete Gareth Evans Gary St. Clare Gauri Khindaria Gena Reist Greg Lau Hamish Brown Heloise Williams Hugh Michaels Ifeoma Obi Jack Rosa James Crocker Jeff Maver

CAST

Jennifer Kolbe

Jochen Faerber

Jerry Chen

Jochen Till

John Gordon

Jordan Chew

Jordan Liles

Justin Scott

Keichia Bean

Kudrat Sapaev

Laura Battistuzzi

Lee Strickland

Maikel Van Dijk

Marz Yamaguchi

Mathias Breton

Michael Cohen

Michael Zigon

Mike Kazantzis

Nicholas Patterson

Neil Stephen

Nijiko Walker

Patrick Conroy

Patricia Pucci

Paul Martin

Paul Yeates

Pete Andrews

Philip Doust

Ramon Stokes

Ray Smiling

Richard Cole

Raquel Garcia

Richard Barnes

Pete Shima

PJ Sim

Pei Chien

Paul Nicholls

Paul Devonshire

Onno Bos

Matt Smith

Mike Torok

Matt Way

Mark Adamson

Kerry Shaw

Lilit Baron

Lucien King

Josh Moskovitz

Jimmy Yoo

Rita Liberator Rob Spampinato Robert Gross Rowan Hajaj Roxanna Vizcarra Sal Castiglione Sandra Louis Sarah O'Leary Sean Hollenbach Sean Mackenzie Sean McGrath Seckin Oezduendar Shakira Wood Silvia Cabrera Simon Ramsey Siobhan Boes Sonny Sisto Stanton Sarjeant Stephen Bliss Steve O'Neil Stuart Morrison Suzzee Uv Taylor Shawyer Tim Choate Tim Chartier Ursula Baker Zachary Gershman Zephorah Nure ROCKSTAR LINCOLN GENERAL MANAGER Tim Bates **INCALIZATION MANAGER** Chris Welsh SENIOR OA SUPERVISOR Kevin Hobson **QA SUPERVISORS** Philip Deane Andre Mountain Andy Mason Eddie Gibson

Matthew Hewitt

Phil Alexander Tim Leigh Steve McGagh Toby Hughes SENIOR LEAD TESTERS INCALIZATION SUPPRVISORS Mike Emeny Dominic Garcia Francois Xavier Fouchet Dave Lawrence Mike Bennett Paolo Ceccotti Rob Dunkin SENIOR LOCALIZATION Will Riggott TESTERS LEAD TESTERS David Hoyte Iglesias Craig Reeve Benjamin Giacone Mike Blackburn Elisa Olmed Camacho Simon Watson Luis Ange Galindo Munoz Ben Holgate Naomi Long Dan Goddard Sebastian Huland Tomàs David Sallares Dave Fahy David Sheppard LOCALIZATION TESTERS James Cree Andrea Malerba Pete Broughton Andreas Stertkamp Pete Duke Andrew Mariuchno Richard Kealey Benjamin Welby Christian Jungers GAME TESTERS Emanuele Orlando Nathan Buchanan Lindsey Bennett Felix Braconnier Andrew Heathershaw Isabell Schulz Andy Parker Janet Wong Ashley Kearton Lukasz Bogaj Ben Newman Maksims Avotins Christopher Fowler Massimo Spiga Christopher Hyde Rafael Alberto Emma Marshall Lage Moraña Gemma Harris Romain Baradat Gemma James Serge Boguslavskij George Richards Soichi Yasato Jase Trindall Teresa Manco Kieran McClung Thierry Stokman Marcus Pratt Vladimir Gorelov Matt Rowley H R MANAGER Matt Timewell Charlie Kinloch Matthew Deamer H.R. COORDINATOR Mike Griffiths Lee Johnson Nathan Glasgow **I.T. SUPERVISOR** Nick Dablin Rachael Walker Nick McVey Rogan Ogden I.T. SUPPORT Scott Keenan Paul Oliver

Leroy Sabo Jeffrey Vincent Parise Eli Rooney Gains Lorna Pattison......Kate Norby Carlo Arquero.....Jim Pirri Candy EdwardsJessica Kiper Gordon Leitvol Michael Chieffo Frank Morgan......William O'Leary Michelle Moller Abigail Mavity Airto Sanchez.....Carlos Alvarado Hank Merrill.....James Immekus Jermaine Jones......Demetrius Grosse Curtis Benson.....Jim Abele Jacob HenryScott MacDonald Reginald Varley Jamie Martz James Tiernan......Will Collyer Fleetwood Morgan.....Greg Davis Jr. Matthew Ryan......Eric Nenninger Clem FeeneyBrian Krause James Kennedy.....Chris Flanders Richard Bates Alex Solowitz Stuart AckermanAndrew Rothenberg Owen Daniher.....Brandon Quinn Adrian Black.....Larry Clarke Johnny StompanatoAndy Davoli William Dewey.....Lyle Kanouse Angel MaldonadoJorge Luis-Pallo Howard Parnell.....Morlan Higgins Anna RodriguezVane Millon Felix Alvarro......Manny Montana Patrick ConnollyJonathan Chase June Ballard......Maria Cina John CunninghamRich Sommer Lars TaraldsenMatt Corboy Shannon PerryAmanda Booth Don SteffensScott Michael Morgan Catherine BartonDebra Christofferson Patrolman Clvde HartKen Luckey Patrolman Jack TabotTyler Jacob Moore Ivan RasicMichael Bofshever Diego AguilarJoe Nieves Dr. Harold StonemanJohn Prosky Edgar KalouMichael B. Silver Dudley Forman......Dennis Cockrum Merlon OttieTroy Winbush Margaret Black......Kate Connor Richard Coombs......Kurt Fuller Olivia Volkert Aimee Deshayes Mrs. Virginia Revnoldson Cvd Strittmatter Bernard Metier Travis Schuldt Sgt. Chisholm Wiley Pickett Cliff Harrison.....Jonathan Runvon John Ferdinand Jamison Stephen Monroe Taylor Herbert ChapmanMatthew Frauman Walter RobbinsJoseph Culp Gloria Bishop Carla Gallo

Mrs. Beverly EvestromBarbara Kerr Condon Patrolman Enrique Gonzales.....Alexis Cruz James Jessop Trevor O'Brien Mrs. Celia StanleyShawn Huff Joe NescoFrank Novak Frank OstermanRon Rogge Steven BigelowJohn Thaddeus Sergio RojasRamón Franco Japanese Soldier Akie Kotabe James Belasco.....Lukas Behnken Juan Francisco ValdezGeoffrey Rivas Patrolman Sam KaplanJohn L. Curtis Florence JenkinsPat Crawford Brown Patrolman Thomas HoulihanAndrew Caple-Shaw Dudley Lynch......Michael Gladis Willie Holbeck Claude Shires Russell Holbeck......Matt Riedy Walt AustinGraham Norris Fred Nicholson Ron Perkins Patrolman James MitchellJustin Shenkarow Watch Commander James Hopkins Christopher Darga A.D.A. Leonard Petersen.....Larry Sullivan Terrance ChiltonLonnie Hughes Little BoyBob Koherr Lieutenant TaylorAndy Hoff Patrolman Mike Branigan Michael Rodrick Nat SpencerLa Monde Byrd Police Chief William Worrell Ryan Cutrona Patrolman Clem DalbeyStewart Carrico Mark Bishop Daniel Roebuck DispatchTim Barker Chuck Hadley.....Jerry O'Donnell James Rainey.....Robert Maxhimer Patrolman Fred WallisMark Kelly Eddie McGoldrick Eliot Benjamin Patrolman Andy BrownBill Dawes Errol SchroederDavid Meunier José RamezBrian Burnett Eileen Clark Patricia Destro John Higgins.....John Brickner James Elsinore.....Jarrett Sleeper Dimitri PedachenkoMatt Clendenin Marlene Varner.....Trisha Debski Harry SullivanBob Rusch Patrolman Harry Sumner Shane Conrad Patrolman Max FaberA.J. Castro Det. Sgt. Finis Brown......Michael Dempsey Lenny FinkelsteinBruce Nozick Watch Commander Frank LacevWilliam Francis McGuire Elinor Hopkin.....Joanne Baron William Shelton......Ron Morehouse Det. Floyd RoseJack Impellizzeri Leo EpsteinGriff Furst

Victor JiminezR.J. Cantu Joanna Alford......Adria Tennor Garrett Mason.....Andrew Lukich Clovis Galletta.....Iyari Limon Marion LaundersJen Drohan Gabriel Del Gado Alejandro Chaban Wendell Bowers Adam Bitterman David ParkerBrice Beckham Marguerite CansinoBar Palv Samuel Honis Sterling Jones Det. Harold Caldwell.....Brandon Keener Patrolman Isaac Kelly Aaron Nelms Walter Mensch......Ken Lerner Irwin BousmanBob Clendenin David Bremner.....Bruno Oliver Miss Deborah WilliamsKaris Campbell Nelson Gaines Desean Terry Cynthia GrahamVeronica Taylor Hanna TaraldsenLexi Jourden Dan RogersMickey Meyer William PurdyDaniel McMahon Gianni TemperinoMichael Cornacchia Victor Sanders Scott Hoxby Mayor Fletcher BowronJ. Patrick McCormack Errol Angio......Rev Gallegos Johnny GoldbergDon Luce Frank Zeferelli.....James Giordano Stuart BarnesPatrick Cavanaugh Chin WongMing Lo Willard PhilbrickSal Viscuso Marianne BelleAnnemarie Kenover Vernon McNealJames Moses Black Thomas Bailey Kasey Mahaffy Harry the BookmakerJohn Douglas Williams Maria Aranda.....Jill Remez Hollis StoneKevin E. West Page FranklinReba Daniels Ernie Barrow.....Bobby Hall Marie Phelps Connie Fletcher Frank Steiner.....Josh Feinman Jennifer HorganAudrey Wasilewski Jacob Schmidt Allen Hooper Winifred Grev.....Trisha La Fache Paul KadarowskiBen Davis Tech Services Officer Ivan Robinson.....Andy Hirsch Dr. Elias Webley Paul Schackman Ambulance Officer RemyRobert A. Johnson Alvin WoolfEric Callero

Tech Services Officer Sam Turner. . William Watterson Edward HemmingsGuy Nardulli MP Stephen Vagg.....Jonathan Kowalsky Monty Reynolds.....Carlton Wilborn Hipolito MaldonadoJoseph Julian Soria Herman Denzler......Darin Toonder James MaherChris Erric Maddox Patrolman David RamirezAdrian Sanchez Joseph Jackson.....Brian Norris William BarlowDonald Sage Mackay Rex Buckland.....Nicholas Youssef MP Troy Brown......Rvan K. Smith Emily LuckenbachErin Sanders Det. Theo RossiBen Wilson Lena Taraldsen.....Emmalee Abrams Alonzo Mendez.....Luis Villalta Philip TonkinsJoe Egender Darcy ConnorsMiranda Lilley Karen HiltscherKiersten Lvons Eddie FindlayNick Few Harold KirbyRaymond O'Connor Patrolman John DierkesJake McLaughlin Eddie Margolis......Ramon Camacho Adelaide Finch.....Julie Sanford Patrolman Levon TateAdam Leiphart Garfield HendersonJoe Basile Walter TylerPaul Parducci Louise Steffens.....Porter Kelly Morris Greenfeld.....Brian Catalano Daniel WellingtonJay Seals Patrolman Dudley Wheelright Ben Hogestyn Dale Gadberry.....John Eric Bentley Betty Joyner Lily Rains Emmet SchneiderBrandon Molale Julian Marino.....Vinicius Machado Hank Newbern.....Tvlor Chase Floyd WalkerRicky Horne, Jr. Invest. Adrian TuckerDavid Lengel Lewis PeltonCary Hungerford Maria Latorella......Gabrielle Madé Patrolman Danny Aiello Paul Diaz Tech Services Officer Ernest AveryJohn Ciccolini Alfonse Dagbo Bambadjan Bamba Albert ReadingJason L. Brandt Paul Miller Scott Weatherby Lefty Roberts Dusty Sorg

Det. Joseph Hobbes Andy Henry

Lester WagnerRyan Honey

Casey WattsDan Flood

Rufus Dixon......Don Creech

Raymond GordonMichael Ensign

Francis WatkinsDaniel Kountz

Jesse DunneCutter Cutshaw

Geneva Mavhew.....Josann McGibbon

Christopher MajewskiBlake Griffin

Kurt Holland......Alan Loayza

Calvin ShaughnessyRyan Christiansen

Ronald BellamyWilliam Duffy Morgan BoehringerCletus Young Charlie ConwayMorgan Rusler Tan DoClyde Yasuhara Doris West Angela Little Mackenzie Nathan Duntly.....John Bobek Elizabeth Eberly.....Alexa Alemanni Travis HornibrookJohn Ciccolini Maureen KeglevDanielle Kaplowitz Barton KeyesRobert Beuth Nurse RandallMaury Morgan Bob MarshallGeorge Gerdes Mervin the BookmakerCutter Garcia George MurphyZane Holtz Frank NorrisMax Adler Gale O'HaraLiesl Ehardt Patrolman Morris Callahan......Patrick Joseph Rieger George HennessevP.J. Marshall Steven HooverGriff Kohout Patrolman Harvey KellerAdam Harrington Patrolman Martin MathiasonSouthey Blanton Patrolman Carl RadcliffePatrick Quinlan Patrolman John SarsfieldJoe Delano Patrolman Herbert Walwick Brantley M. Dunaway Patrolman Glen WheelerJack Slavkin Patrolman Victor Zimmerman......Nick Hoffa R&IMelanie Marnell Herman SalterRobert Peters William StrongRob Elk Chuck TottermanDrew Cheetwood Harry WestcottJohn Colella Ruth DouglasJulie McNiven Stuart BarclayMatt Price Eric SalzmanBrian Konowal Paul Miller.....Bow Borden Georgia Kent.....Jules Willcox Male Pedestrian 1Bryant K. Rolle Male Pedestrian 2Markhum Stansbury, Jr Male Pedestrian 3 Lonnie Hughes Male Pedestrian 4.....Nigel Gibbs Male Pedestrian 5.....V K Female Pedestrian 2Cheryl Carter Female Pedestrian 3Regan Carrington Female Pedestrian 4Joyce Guy Female Pedestrian 5Cynthia Addai Robinson Female Pedestrian 6Tina Y. Hahn Female Pedestrian 7Sharon Omi Female Pedestrian 8Vivian Bang Female Pedestrian 9Jennifer Chu Female Pedestrian 10Hira Ambrosino Male Pedestrian 6.....Martin Chow Male Pedestrian 7.....Robert Wu Male Pedestrian 8.....Bvan Lai Male Pedestrian 9.....Jamison Yang Måle Pedestrian 10.....Jack Ong Male Pedestrian 11......Bthan Le Phong Female Pedestrian 11Carole Gutierrez

Eddie Adams.....Brett Tinnes

Female Pedestrian 12Norma Maldonado Female Pedestrian 13Julia Vera Female Pedestrian 14Arlene Santana Female Pedestrian 15Natalie Jeremic Female Pedestrian 16Sara Mendoza Male Pedestrian 12.....Damien Luvara Male Pedestrian 13......Miguel Najera Male Pedestrian 14.....Mike Gomez Male Pedestrian 15.....Jesus Marquez Male Pedestrian 16......Kurt Caceres Female Pedestrian 17Aileen Burdock Female Pedestrian 18Chauntal Lewis Female Pedestrian 19Alexandra Ruddy Female Pedestrian 20Valerie Azlynn Female Pedestrian 21Tyler Kain Female Pedestrian 23Jeannine Kaspar Female Pedestrian 24Andres Faucher Male Pedestrian 17.....David Ury 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, Kelsev McNamee, Kevin Scanlon, Maria Couch, Marley DelDuchetto, Marshall Givens, Matthew 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 Clprian, Auerlio Kim, Aya Fujimori, Brian Harmande, Erian Schott, B-Rod, Catherine McXinney, Chelsey C. Calloway, Chris Mansfield, Colin Snyder, Coury Carlson, Danian Sulluck, Dan Cartwright, Dan Derwin, Dani Burr, Daniel Acker, Danielle Grinage, David Grinage Sr., David Scott, Devon Clarke, Diane White, Duane Hubner, Fwa Prinz, Forrest Karbowski, Franco Salandra, Frank W. Miller Jr., Frederick Navarrete, Gabriel Deleon, Gail Bennington, Gena Feist, Gene Overton,

Hillary Crosley, Hillary J. Scott, Ifeoma Obi, J. Nicholson, Jameel Vega, Jane Lee, Jason Bishov, Jason Liles, Jeremiah Wallace Jr., Joela Dos Santos, Jordan Liles, Joseph De Rocco, Josh Moskovitz, Joshua Kahn, Julie Bennington, Justin Scott, Kavla 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, Rvan 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 Nure

L.A. NOIRE SCOR	E CONTRACTOR OF T	1st VIOLA:	Bill Hawkes		
SCORE COMPOSED BY		1st CELLO:	Chris Worsey		
Andrew Hale			Ian Burdge		
ORCHESTRAL SCORE COMPOSED BY Andrew Hale and Simon Hale		1 st BASS:	Stacey Watton Nick Moss		
		CLARINET/ALTO SAX/SOPRANO SAX /FLUTE:			
"INVESTIGATION THEME"	COMPOSED BY	CLARINET/TENOR SAX/FLUTE:	Jamie Talbot		
Bob Brockman and Andrew Hale		BASS CLARINET/BARITONE SAX/FLUTE:	Tim Holmes		
".L.I" COMPOSED BY		SAXOPHONE/FLUTE:	Phil Todd		
Larry Grenadier		FRENCH HORN:	Philip Eastop Neil Shewan		
ANDREW HALE: Piano, Keyboard SIMON HALE:	s, Programming	TRUMPETS/FLUGELHORN:	John Barclay Noel Langley Tom Rees-Roberts		
	al Arrangements,Conductor	TENOR TROMBONE:	Richard Edwards		
ADDITIONAL PROGRAMMI	- Comment of the second s	RASS TROMBONE:	Dave Stewart		
Ian Duncan and		TUBA:	Owen Slade		
		HARP:	Camilla Pav		
JAZZ RECORDING S	ESSIONS:	PIANO:	Simon Chamberla:		
GERARD PRESENCER:	Trumpet/Flugelhorn/ Arrangements	PERCUSSION:	Bill Lockhart Chris Baron		
MARK TURNER:	Saxophones	RECORDED AT ABBEY ROAD STUDIOS LONDON	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
JOHN TAYLOR:	Piano	ENGINEERED AND MIXED BY Peter Cobb	in and Andrew Dudm		
DAVID FRIEDMAN:	Vibraphone	ADDITIONAL MATERIAL RECORDED AT OWLSP			
LARRY GRENADIER:	Acoustic Bass	RECORDED AND MIXED BY Mike Pela a			
JEFF BALLARD:	Drums	RECORDED AND MIRED DI MIREC ICIA A	nd Andrew Hare		
RECORDED AT METROPOLI	NUMBER OF STREET	JAZZ VOCAL RECORDING SESSION	:		
	V Mike Pela and Andrew Hale	MARA CARLYLE: Voc	als		
LAURILLEU AND MIALD L	mike rela and khurew hale	SIMON HALE: Pia	ano		
ORCHESTRAL RECO	RDING SESSIONS:	NOEL LANGLEY: Tr	umpet		
ORCHESTRA CONTRACTED	BY Isobel Griffiths	STEVE MCMANUS: Bas	35		
CONDUCTOR:	Simon Hale	RALPH SALMINS: Dr:	lms		
LEAD VIOLIN:	Everton Nelson	RECORDED AT ANGEL STUDIOS. LONDON AND O	WISPACE STUDIO LONDON		
LEAD 2 ND VIOLIN:	Richard George Fiona McNaught	ENGINEERED BY Gary Thomas MIXED			

TAIKO RECORDING SESSION:

TETSURO NAITO GROUP: Taiko Drums SACHIO SUGIURA: Shakuhachi

RECORDED AT ONKIO HAUS STUDIOS, TOKYO

ENGINEERED BY Makoto Kubota MIXED BY Andrew Hale

ADDITIONAL SCORE COMPOSED BY WOODY JACKSON.

MASA TSUZUKI:	Engineer and Editor
VALENTE TORREZ:	Engineer
TODD SIMON:	Orchestration, Flugelhorn
DAVEY CHEGWIDDEN:	Percussion and Drums
PABLO CALOGERO:	Bass Clarinet, Baritone Saxophone, Bass Flute
RYAN FEVES:	Upright Bass
GUS SEYFFERT:	Upright Bass
MIKE BOLGER:	Trumpet, French Horn
ANOUSH SABOKTAKIN:	Additional
	Orchestration on Fall from Grace

RECORDED AT FLECTRO-VOX RECORDING STUDIOS, LOS ANGELES, CA

ELSA SONGS: "GUILTY"

"(I ALWAYS KILL) THE THINGS I LOVE"

"TORCHED SONG"

in

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 RADIO

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. 194os 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

"REFORE LONG"

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

"BLACK AND BLUE"

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. (BMT) Courtesy Charly Records/Captiol Music Grou

"EAGER BEAVER"

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) Courtesy 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 Reynolds 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 Morley Performed by Maxine Sullivan Published by Dimension Gate Music (BMI) Courtesy Cleopatra Records by arrangement with The Orchard

"JUICE HEAD BARY"

Charles Cootie Wiliams Performed by The Cootie Williams Orchestra 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/Boosev and Hawkes, Inc. (ASCAP) Courtesv RCA/Victor/ Sonv BMG

"MAYRE I SHOULD CHANGE MY WAYS"

Edward Kennedy Ellington, John Latouche Performed by Duke Ellington Published by Chappell-Co. Inc. (ASCAP), Sonv/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

"PISTOL PACKIN' MAMA"

Al Dexter Performed by Bing Crosby & Andrew Sisters Published by Universal Songs of Polygram International, Inc. (BMI) Courtesy Music & Memories/Universal Music Enterprises

"RED SILK STOCKINGS AND GREEN PERFILME"

Bob Hillard, Sammy Mysels, Dick Sanford 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/ Sony BMG

"SING SING SING"

Louis Prima Performed by Gene Krupa Published by EMI Robbins Catalog, Inc. (ASCAP) / Courtesy Verve/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 Milburn Performed by Amos Milburn Published by EMI Longitude Music (BMI) Courtesy EMI/Capitol Music Group

"YOU DO"

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

IICENSE & 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, COPYING, OR OTHERWISE USING THE SOFTWARE. AND ANY OTHER MATERIALS INCLUDED WITH THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT WITH THE UNITED STATES COMPANY TAKE-TWO INTERACTIVE SOFTWARE, INC. ("LICENSOR"). AS WELL AS THE PRIVACY POLICY LOCATED AT www.rockstargames.com/privacy AND TERMS OF SERVICE LOCATED AT www.rockstargames.com/legal.

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.

T.T.CENSE

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 below).

The Software is licensed, not sold, to you, and you hereby acknowledge that no title or ownership in the Software is being transferred or assigned and this Agreement should not be construed as a sale of any rights in the Software. Licensor retains all right, title, and interest to the Software, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, 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.

LICENSE CONDITIONS

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; 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-ROM or DVD-ROM (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 time to time.

ACCESS TO SPECIAL FEATURES AND/OR SERVICES, INCLUDING 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 cannot 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 supersede any other term in this Agreement.

TRANSFER OF PRE-RECORDED 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 Goods 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 deleted or the pre-recorded copy is unavailable to the user. The Software is intended for private use only. NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER ANY PRE-RELEASE COPIES OF THE SOFTWARE.

TECHNICAL PROTECTIONS: The Software may include measures to control access to the Software, control access to certain features or content, prevent unauthorized copies, or otherwise attempt to 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 any time. You may not interfere with such access control measures or attempt to disable or circumvent such security features, and if you do, the Software may not function properly. If the Software permits access to Special Features, only one copy of the Software may access those Special Features at one time. Additional terms 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, including downloading updates and patches. Except as otherwise prohibited by applicable law, Licensor may limit, suspend, or terminate the license granted hereunder 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 CREATED CONTENT: The Software may allow you to create content, including, but not limited to, a gameplay map, scenario, screenshot, car design, item, 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 waive and agree never to assert any moral rights of paternity, publication, reputation, or attribution with respect to Licensor's and other players' use and enjoyment of such assets in connection with the Software and related goods and services under applicable law. This license grant to Licensor, and terms above regarding any applicable moral rights, will survive 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 with this 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 you 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.

EARNING & 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, application store, or other store authorized by Licensor (all referred to herein as "Software Store"). Purchase and use of in-game items or currency through a Software Store are subject to the Software Store's governing documents, including but not limited to, the Terms of Service and User Agreement. This online service has been sublicensed to you by the Software Store. Licensor may offer discounts or promotions on the purchase of VC, and such discounts and promotions may be modified or discontinued by Licensor at any time without notice to you. Upon completing an authorized purchase of VC from an Application Store, the amount of , purchased VC will be credited to your User Account. The Licensor shall establish a maximum amount you may spend to purchase VC per transaction and/or per day, which may vary depending on the associated Software. Licensor, in its sole

discretion, may impose additional limits on the amount of VC you may purchase or use, how you may use VC, and the maximum balance of VC that may be credited to your User Account. You are solely responsible for all VC purchases made through your User Account regardless of whether or not authorized by you.

BALANCE CALCULATION: You can access and view your available VC and VG in your User Account when logged into your User 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 calculation was or is intentionally incorrect.

USING VIRTUAL CURRENCY AND VIRTUAL GOODS: All purchased in-game Virtual Currency and/or Virtual Goods may be consumed or lost by players in the course of gameplay according to the game's rules applicable to currency and goods, which may vary depending on the associated Software. VC 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. The authorized uses and purposes of VC and VG may change at any time. Your available VC and/or VG as shown in your User Account will be reduced each time you use VC and/or VG within the Software. The use of any VC and/or VG constitutes a demand against and withdrewal from your variable VC and/or or VG in your User Account. You must have sufficient available VC and/or VG in your User Account in order to complete a transaction within the Software. YC and/or VG nour User Account may lose VC or VG upon the loss of a game or the death of your character. You are responsible for all uses of VC and/or VG made through your User Account, regardless of whether or not authorized by you. You must notify Licensor immediately upon discovering the unauthorized use of any VC and/or VG made through your User Account hy submitting a support request at www.rockstargames.com.tymport.

NON-REDERNALE: VC and VG may only be redeemed for in-game goods and services, You may not sell, less, 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 here 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 rights.

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 Transactions"), 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 VC and the Arreement 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 schowledge that Licensor may request that the applicable Application Store to any request of any applicable is worregulation, or any intentional act designed to fraid, violations of the Agreement, violations of any applicable is worregulation, or any intentional act designed to fits of the or have shown or have any reason to suspect that you have angaged in an Unauthorized Transaction, you further agree that Licensor may in its sole discretion, restrict your access to your available VC and VC in your User Account of terminate or suspend 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 VG) 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 or through as 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 aupport 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 whatsover 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 are governed by this Agreement, and the Software Store is not responsible for such claims. You was comply with the Software Store Terms of Service and any other Software Store applicable device that you own or control. You represent that you are not located in any U.S.-embargoed countries or other goorgraphical areas or on the U.S. Treasury Department's list of Specially Designated Mationals 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 you.

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 Pollcy, including (where applicable) (i) 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; (ii) the public display of your data, such as identification of your user-created content or displaying your scores, ranking, achievents, and other gameplay data on websites and other platforms; (iii) the sharing of your gameplay data with hardware manufacturers, platform hosts, and Licensor's marketing partners; and (iy) other uses and disclosures of your personal information or other information as specified in the above-referenced Privacy Policy, as amended from time 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, the Frivacy Policy located at www.rockstargames.com/privacy, as amended from time to time, takes precedence over any other statement in this Agreement.

LIMITED WAREAUTY: 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 services 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 original. 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 against interference with your enjoyment of the Software will be corrected. No oral or written advice provided by Licensor of the Software will be uninteryupted or error-free; or that the Software will be corrected. No oral or written advice provided by Licensor or an authorized representative shall create a warranty. Because some jurisdictions do not allow the exclusion of or limitations on impliced warranties or the limitations on the applicable statutory rights of a consumer, some or all of the above exclusions and limitations

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 through abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day proid described above.

Except as set forth above, this warranty is in lieu of all other warranties, whether oral 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 address; a photocopy of your dated sales receipt; and a brief note describing the defect and the system on which you are running the Software.

INDEMNITY

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 NO EVENT WILL LICENSOR BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE, NO MALFINGTION GF.THE SOFTMARE, INCLUDING, BUT NOCILIMITED TO, DAMAGES OF DEROBATY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, AND, TO THE EXTEMT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, FROPERTY DAMAGE, OR LOST FROFITS OR PUNITYVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER ARISING IN TORY (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY, OR OTHERNISS, WHETHER OR NOT LICENSOR HAS BEEN ADVISED THE POSSIBILITY OF SUCE DAMAGES. IN NO EVENT SHALL LICENSOR'S LIABILITY FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEND THE ACTUAL PRICE PAID BY VOU FOR USE OF THE SOFTWARE.

IN NO EVENT STALL LICENSOR'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS HEREUNDER BY YOU, REGARDLESS OF THE FORM OF ACTION, EVER EXCEED THE GREATER OF THE FEES PAID BY YOU TO LICENSOR FOR THE PRECEDING TWELVE (12) MONTH PERIOD FOR ANYTHING RELATING TO THE SOFTWARE OR USESOO, WHICHWYER IS GREATER.

TERMINATION

This Agreement is effective until terminated by you or by the Licensor. This Agreement automatically terminates when Licensor ceases to operate the Software servers (for games exclusively operated online), if Licensor determines or believes your use of the Software involves or may involve fraud or money laundering or any other illicit activity, or upon your failure to comply with terms and conditions of this Agreement, including, but not limited to, the License Conditions above. You may terminate this Agreement at any time by (i) requesting Licensor to terminate and delete your User Account that is used to access or use the Software using the method set forth in the Terms of Service or (ii) destroying and/or deleting any and all copies of all Software in your possession, custody, or control. Deleting the Software from your Game Platform will not delete the information associated with your User Account, including any VC and VG associated with your User Account. If you reinstall the Software using the same User Account, then you may still have access to your prior User Account information, including any VC and VGassociated with your User Account. However except as otherwise prohibited by applicable law, if your User Account is deleted upon termination of this Agreement for any reason, all VC and/or VGassociated with your User Account will also be deleted, and you will no longer be available for use the Software or any VC or VG associated with your User Account. If this Agreement terminates due to your violation of this Agreement, Licensor may prohibit you from re-registering or re-accessing the Software. Upon any termination of this Agreement, you must destroy or return the physical copy of Software to Licensor, as well as permanently destroy all copies of the Software, accompanying documentation, associated materials, and all of its component parts in your possession or control, including from any client server, computer, gaming unit, or mobile device on which it has been installed. Upon termination of this Agreement, your rights to use the Software, including any VC or VG associated with your User Account, will terminate immediately, and you must cease all use of the Software. The termination of this Agreement will not affect our rights or your obligations arising under this Agreement.

U.S. GOVERNMENT RESTRICTED RIGHTS

The Software and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication, or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252,227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Licensor at the location listed below.

FOULTABLE 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. TAXES AND 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.

MISCRIJANROUS

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 and venue 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 UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute or transaction arising out of this Agreement.

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

02006 - 2011 Rockstar Games, Inc. Rockstar Games, L.A. Noire, and the 🗛 marks and logos are trademarks and/or registered trademarks of Take-Two Interactive Software. Portions @ Copyright Master Licensing, Inc., 2010, all rights reserved, Naked City and Naked City-related trademarks and trade dress are trademarks of Master Licensing, 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 Havok@. @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 SUPPOR

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.

For Help & Support please visit: **eu.playstation.com** or refer to the telephone list below.

Australia	1300 365 911 Calls charged at local rate	Italia 11,88 centesimi di
Österreich	0820 44 45 40	11,00 centesiini ui
	0,116 Euro/Minute	Malta
Belgique/België/Belgien	011 516 406 Tarif appel local/Lokale kosten	Nederland
Česká republika	222 864 111	
Po – Pa 9:00 – 17:00 Sony Czech. Tarifov Pro další informace a přípa www.playstation.sony.cz nebo vole	New Zealar	
Tarifo	283 871 637 Po – Pa 10:00 – 18:00 Help Line váno dle platneých telefonních sazeb	Before yo respo
Danmark	70 12 70 13	Norge
	n-fredag 18–21; Lør–søndag 18–21	support
Suomi 0.79 Euro/m	0600 411 911 in + pvm fi-hotline@nordiskfilm.com	Portugal
	maanantai – perjantai 15–21	España
France	0820 31 32 33	

rance	0820 31 32 33 prix d'un appel local – ouvert du lundi au samedi
eutschland	01805 766 977 0,12 Euro/minute

De

Ελλάδα

Ireland

00 32 106 782 000

Εθνική Χρααση 0818 365065 All calls charged at national rate

Lun/Ven 8:00 - 18:30 e Sab 8:00 - 13:00: ntesimi di euro + IVA al minuto Festivi: 4.75 centesimi di euro + IVA al minuto Telefoni cellulari secondo il piano tariffario prescelto

ta	23 436300 Local rate

0495 574 817 Interlokale kosten

199 116 266

Zealand 09 415 2447

National Rate

0900 97669

Before you call this number, please seek the permission of the person responsible for paying the bill. Call cost \$1.50 (+ GST) per minute

81 55 09 70

0.55 NOK i startavgift og deretter 0.39 NOK pr. Minutt support@no.playstation.com Man-fredag 15-21; Lør-søndag 12-15

Serviço de Atendimento ao	707 Consumidor/					
	90	2	10	2	10)2

Tarifa nacional

+7 (499) 238 36 32 Россия

08 587 822 25

support@se.playstation.com Mån-Fre 15-21, Lör-söndag 12-15

Suisse/Schweiz/Svizzera 0848 84 00 85 Tarif appel national/Nationaler Tarif/Tariffa Nazionale

0844 736 0595

Calls may be recorded for training purposes

If your local telephone number is not shown, please visit **eu.playstation.com** for contact details.

Sverige

UK

Where you see either symbol on any of our electrical products, batteries or packaging, it indicates that the relevant electrical product or battery should not be disposed of as general household waste in Europe. To ensure the correct waste treatment of the product and battery, please dispose of them in accordance with any applicable local laws or requirements for disposal of electrical equipment/batteries. In so doing, you will help to conserve natural resources and improve standards of environmental protection in treatment and disposal of electrical waste.

This symbol may be used on batteries in combination with additional chemical symbols. The chemical symbols for mercury (Hq) or lead (Pb) will appear if the battery contains more than 0.0005% mercury or more than 0.004% lead.



BLES-00933

"♣", "PlayStation", "△ ⊙ ⊗ □ " and "DUALSHOCK" are trademarks or registered trademarks of Sony Computer Entertainment Inc. "Blu-ray Disc™" and "Blu-ray™" are trademarks of the Blu-ray Disc Association. All rights reserved.