

 XBOX 360®



⚠ 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

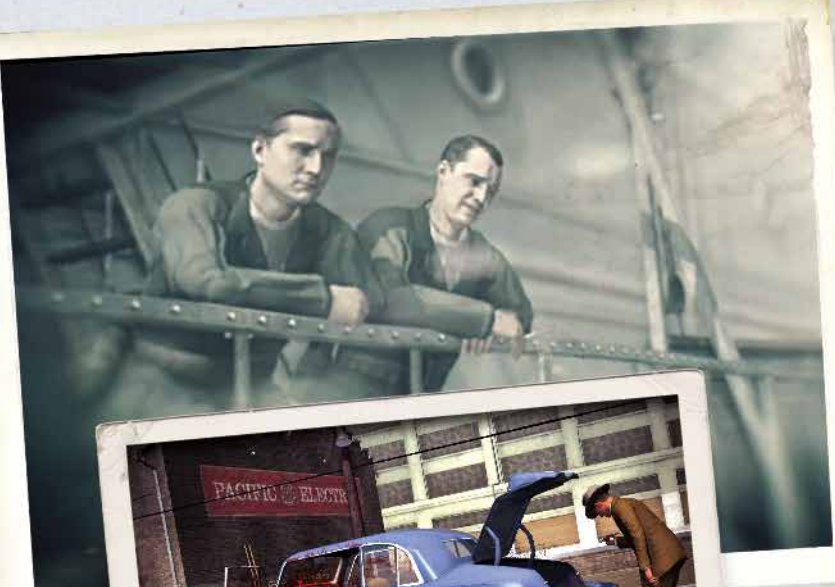
CONTENTS

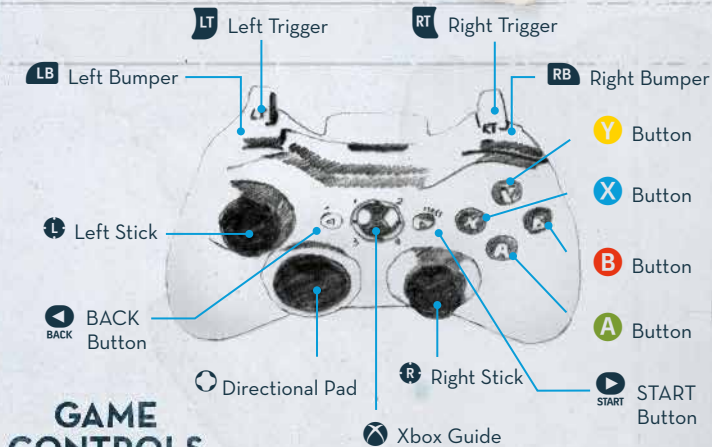
BACKSTORY	03
GAME CONTROLS	04
HEADS UP DISPLAY	06
NOTEBOOK ENTRIES	08
INVESTIGATIONS	10
INTERROGATION	13
MOVING UP THE RANKS	14
CREDITS	15
LICENSE & WARRANTY	26
TECHNICAL SUPPORT	29

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 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	Movement / Manipulate Clue
RIGHT STICK	Rotate Camera
Y	Enter / Exit Vehicle / Hold to Make Partner Drive
B	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

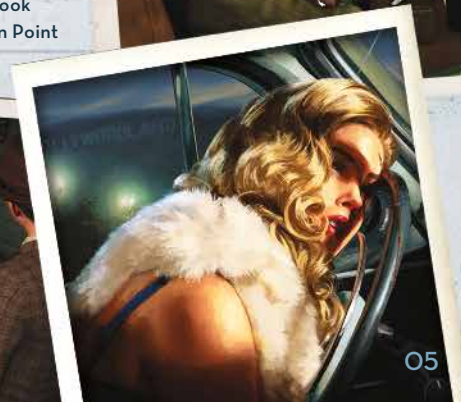
LEFT STICK	Steering
RIGHT STICK	Rotate Camera
DPAD UP	Change Camera
A	Respond to Dispatch Call
RIGHT BUMPER	Handbrake
RIGHT TRIGGER	Accelerate
RIGHT STICK BUTTON	Look Behind
LEFT TRIGGER	Brake
LEFT STICK BUTTON	Horn/Siren

FIGHTING

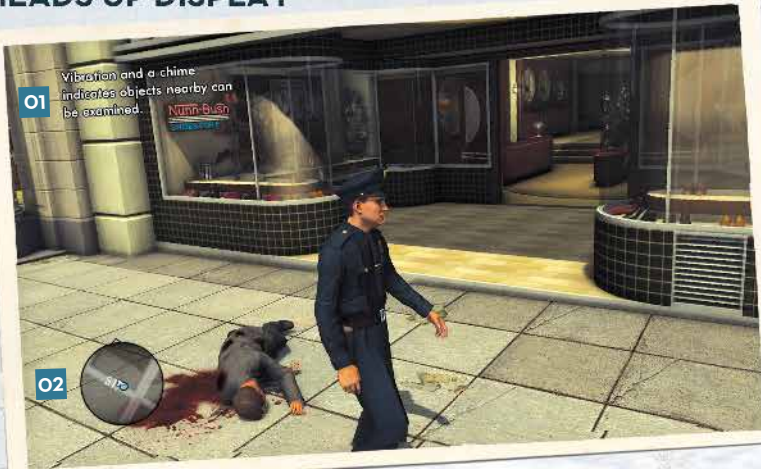
A	Punch
X	Dodge (hold to block)
Y	Grapple Moves
LEFT TRIGGER	Lock onto Target
B	Finishing Move

INTERROGATION

A	Select Truth
X	Select Doubt
Y	Select Lie
BACK BUTTON	View Notebook
LEFT BUMPER	Use Intuition Point



HEADS UP DISPLAY



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

02 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



03 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.



CLUES

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 **BACK** Button. Consult your notebook frequently and pay close attention to each piece of information.

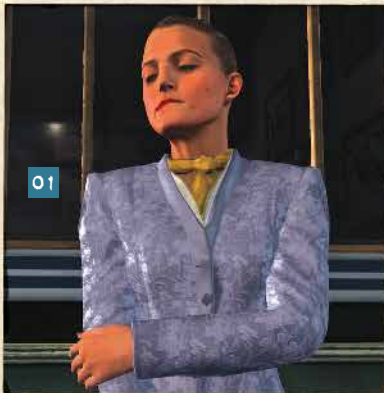
Throughout the game, you will have a partner who will work through each case with you. You can ask him for help at any time by pressing **X** when standing near him. If you want your partner to take over driving duties for a specific journey, press and hold **V** near your car.

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 **V** 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 section of the main menu.



ANGEL
S
LES
MISSION OF
DISTRICT,



01



02



03



04

01 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.

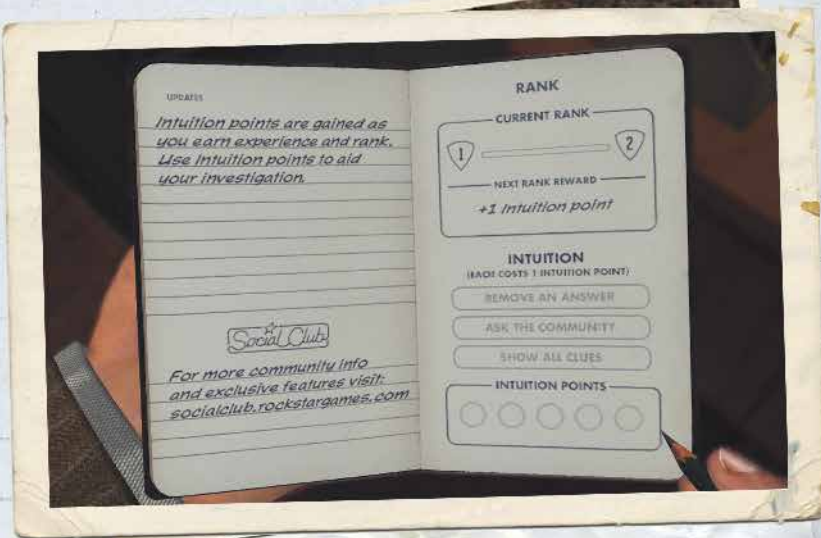
Questions can be asked in any order; simply scroll up and down with the Left Stick to select a question and press **A** to ask the question. Listen closely to the response given and also pay careful attention to the facial expressions of the person you're interrogating. Even the best liars can give something away subconsciously, if you know what to look for. You can also press **B** 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 **A** to coax more information from them. If you doubt that their answer is truthful, press **X** to force more information from them. If they have said something that directly contradicts a piece of evidence that you have uncovered, press **Y** 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 **BACK** 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 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

TEAM BONDI

WRITTEN + DIRECTED BY
Brendan McNamara

PRODUCER

Naresh Hirani

TECHNICAL DIRECTOR

Franta Fulin

LEAD GAMEPLAY PROGRAMMER

David Heironymus

LEAD DESIGNER

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 Rayner
Nicholas Young
VENUE 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

QA 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

QA 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
Salim Tighnavard
Ned Walker
David Whiddon

INTERIORS

Sam Henman
Kevin Baker
Thomas Diakomichalis
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

Alex Colvin
Oliver Cook
Luc Coté
Michael Gilvonio
Alexandre Petrov

CINEMATICS LEAD

Ilaria Ragusa

DIRECTOR OF PHOTOGRAPHY

Sam Henman
Andrew McLeod
Aaron Smith

CINEMATIC PRODUCTION

Tina Chen

CINEMATIC ANIMATION

Daniel Armstrong
Philip Sullivan
David Zwierschaczewski

CINEMATICS LAYOUT

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

FLASHBACKS

Thomas Diakomichalis

ANIMATION - IN GAME

Tor Sigurdson

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 SUPPORT

Brad Gordon

Denise Wang

DEPTH ANALYSIS - MOTIONSCAN

HEAD OF R&D

Oliver Bao

PROGRAMMERS

Scott McMillan

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
 Chip Beaman
 Dave Natale

STUDIO SET UP
 Brandon Tate
 James MacLaughlin

HEAD OF MAKE UP & HAIR DEPT. (AU)
 Margaret Aston

HEAD OF MAKE UP & HAIR DEPARTMENT (LA)
 Laini Thompson

MAKE UP DEPARTMENT
 Kali Balugo

HAIR DEPARTMENT
 Linda Arnold
 Leslie Borchart
 Leonard Drake
 Kamaura Eley
 Darnesha 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 Dhaliwal
 Chris Kong
 Garth Midgley

STORYBOARD BY TUI 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: Shunei 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 Hagle, 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 Benizes

ART DIRECTOR
 Aaron Garbut

ASSOCIATE ART DIRECTOR
 Michael Kane

TECHNICAL DIRECTOR
 Adam Fowler

ASSOCIATE TECHNICAL DIRECTORS
 Phil Hooker
 Klaas Schilstra

ANIMATION DIRECTOR
 Mondo Ghulam

TOOLS DIRECTOR
 Greg Smith

AUDIO DIRECTOR
 Matthew Smith

2D/UI GRAPHICS DIRECTOR
 Stuart Petri

LEAD AI PROGRAMMER
 Chris Swinhoe

LEAD ANIMATION PROGRAMMER
 Jonathon Ashcroft

LEAD CAMERA PROGRAMMER
 Colin Entwistle

LEAD GRAPHICS PROGRAMMER
 Alex Hadjadaj

LEAD SYSTEMS PROGRAMMER
 John Whyte

SENIOR PROGRAMMERS
 James Broad
 Bernie Freidin

PROGRAMMER
 Ben Lyons

SENIOR DEVELOPMENT ASSISTANTS
 Christina Harvey
 John Sloan

DEVELOPMENT SUPPORT
 Andrew Bailey-Smith

TOOLS PROGRAMMERS
 Marc Guerin
 Jonathan Martin

LEAD SOCIAL CLUB DEVELOPER
 Ian McFarland

SOCIAL CLUB DEVELOPER
 Pete Andrews

GLOBE LEAD VFX ARTIST
 Malcolm Shortt

LEAD 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

LEVEL DESIGN
 Craig Filshie
 Adam Westwood
 Alwyn Roberts

Brenda Carey
 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 Williamson

AUDIO DEVELOPMENT ASSISTANT
 Lindsay Robertson

MUSIC PRODUCTION ASSISTANTS
 Rebecca Johnson
 Fraser Morgan

QA MANAGER
 Craig Arbutnot

SENIOR LEAD TEST
 Neil Corbett
 Brian Kelly

LEAD TEST
 Chris Thomson
 John Archibald
 Steev Douglas

TEST TOOLS SUPPORT
 Thomas Phillips

BUILD ENGINEERS
 Neil Walker
 Ross McKinstry

TEST
 Andrew Auckland
 Andrew Scotland
 Chris Caira
 Colin Howard
 Daniel McFarlane
 David Strachan
 Euan McLaren
 Gavin 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
 Ross Parker
 Scott Butchard
 Sean Casey
 Stephen King
 Tarek Hamad
 Vasiko Manjgaladze

IT MANAGER
 Lorraine Stark

IT SYSTEMS ENGINEER
 Adam Bown
 David Campbell

IT SUPPORT
 Christine Chalmers
 Paul Sharkey

STUDIO DIRECTOR
 Andrew Semple

STUDIO PRESIDENT
 Gordon Hall

STUDIO VICE PRESIDENT
 Al Dukes

ART DIRECTOR
 Tan Bowden

ART DIRECTOR
 Brett Laming

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

QA LEAD
 Nick Robey

QA TESTERS
 Mark Bentley
 Sam Fowler
 Dan Webster

IT
 Ebrahim Fadia
 Chris Waring

ADMIN
 Carrie Panks
 Marielle Reuser
 Naomi Greensmith

PRODUCTION
 Bryan Reynolds
 Chris Smart

LEAD PROGRAMMER
 Brett Laming

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

QA LEAD
 Nick Robey

QA TESTERS
 Mark Bentley
 Sam Fowler
 Dan Webster

IT
 Ebrahim Fadia
 Chris Waring

ADMIN
 Carrie Panks
 Marielle Reuser
 Naomi Greensmith

ROCKSTAR 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

ANIMATORS
 David Dew
 Dan McGeoch
 Simon Papp

LEAD ANIMATOR

Sean Letts

IN GAME ANIMATORSKirk Cuming
Elliot Tokoroyama**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 DESIGNERSChristian Kjeldsen
Corey Ross**QA TESTERS**Geoff Show
Aaron Rubock
Jason Umbreit
Stephen Russo**RAGE TECHNOLOGY GROUP****DIRECTOR OF TECHNOLOGY**

Derek Tarvin

LEAD NETWORK PROGRAMMER

Kevin Baca

LEAD ANIMATION PROGRAMMER

James Miller

NETWORK PROGRAMMERSRob Trickey
Bill Sherman
Ron Roy**I.T. DIRECTOR**

Michael Mattes

I.T.David Counts
Paul Anderson**ROCKSTAR
NEW ENGLAND****ANIMATION**Andy Welihozkiy
Michael Bahurinsky**PRODUCTION**Robert Hannigen
Jarred Vaughan**ROCKSTAR
N.Y.C.****EXECUTIVE PRODUCER**

Sam Houser

VP OF CREATIVE

Dan Houser

VP OF PRODUCT DEVELOPMENT

Jeronimo Barrera

ART DIRECTOR

Rob Nelson

VP OF QUALITY ASSURANCE

Jeff Rosa

SENIOR PRODUCER

Josh Needleman

PRODUCERSNeil McCaffrey
Chris Choi**ASSOCIATE PRODUCER**

Jurgen Mol

SOCIAL CLUB PRODUCER

Brand Inman

LOCALIZATION PRODUCER

Koji Nonoyama

LEAD ANALYST

Sean Flaherty

TEST TEAMAdam Tetzloff
Brian Alcazar
Bryan Rodriguez
Christopher Mansfield
Christopher Plummer
Curtis Reyes
Gene Overton
Helen AndriacchiJames Dima
Jameel Vega
Jay Capozello
Lloyd Thompson
Mike Hong
Mike Nathan
Oswald Greene
Peter Woloszyn
Phil Castanheira
Rich Huie
Steve Guillaume
Tamara Carrion**TECHNICAL MANAGER**

Jared Raia

TECHNICAL ANALYST

Matthew Foreman

BUSINESS DEVELOPMENT DIRECTOR

Sean Macaluso

DIALOGUE WRITINGMichael Unsworth
Rupert Humphries**SOUNDTRACK SUPERVISION**Ivan Pavlovich
Andi Hanley
Tony Mesones**CUT SCENES MIXED BY**David Scott
Rocco Cambareri**PRODUCTION DIRECTOR**

Rod Edge

PRODUCTION TEAMLazlow
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'BrienTony Grinage
Vincent Parker**PERFORMANCE CAPTURE & ANIMATION**Chuck Mongelli
Evan Eldredge
Fred Navarrete
Gary St. Clare
Gauri Khindaria
Gena Feist
Greg Lau
Hamish Brown
Heloise Williams
Hugh Michaels
Ifeoma Obi
Jack Rosa
James Crocker
Jeff Mayer
Jennifer Kolbe
Jerry Chen
Jimmy Yoo
Jochen Faerber
Jochen Till
John Gordon
Jordan Chew
Jordan Liles
Josh Moskovitz
Justin Scott
Keichia Bean
Kerry Shaw
Kudrat Sapaev
Laura Battistuzzi
Lee Strickland
Lilit Baron
Lucien King
Maikel Van Dijk
Mark Adamson
Marz Yamaguchi
Mathias Breton
Matt Smith
Matt Way
Michael Cohen
Michael Zigon
Mike Torok
Mike Kazantzis
Neil Stephen
Colin Gibson
CJ Snyder
Craig Glynore
Damian Bulluck
Daniel Acker
Dan Cooper
Daniel Einzig
Dan Emerson
Daniel Heacox
Dave Malcolm
David Gomez**SENIOR ANIMATION SPECIALIST**

Abraham Ahmed

RESEARCHGregory Johnson
Sanford Santacroce
Ayana Osada**ROCKSTAR PUBLISHING TEAM**Adam Stennett
Adam Glogower
Adam Tedman
Alex Mouille-Berteaux
Alpher Xian
Andrea Stapleton
Angus Wong
Anthony Macbain
Ben Jennings
Ben Sutcliffe
Bill Woods
Brian Alston
Bruce Dugan
Chris Madgwick
Christian Capitan
Christopher Flumano
CJ Gibson
Colin Snyder
Craig Glynore
Damian Bulluck
Daniel Acker
Dan Cooper
Daniel Einzig
Dan Emerson
Daniel Heacox
Dave Malcolm
David GomezDavid Manley
David Twinn
Elizabeth Satterwhite
Emmanuel Tramblais
Fred Navarrete
Gareth Evans
Gary St. Clare
Gauri Khindaria
Gena Feist
Greg Lau
Hamish Brown
Heloise Williams
Hugh Michaels
Ifeoma Obi
Jack Rosa
James Crocker
Jeff Mayer
Jennifer Kolbe
Jerry Chen
Jimmy Yoo
Jochen Faerber
Jochen Till
John Gordon
Jordan Chew
Jordan Liles
Josh Moskovitz
Justin Scott
Keichia Bean
Kerry Shaw
Kudrat Sapaev
Laura Battistuzzi
Lee Strickland
Lilit Baron
Lucien King
Maikel Van Dijk
Mark Adamson
Marz Yamaguchi
Mathias Breton
Matt Smith
Matt Way
Michael Cohen
Michael Zigon
Mike Torok
Mike Kazantzis
Neil Stephen
Colin Gibson
CJ Snyder
Craig Glynore
Damian Bulluck
Daniel Acker
Dan Cooper
Daniel Einzig
Dan Emerson
Daniel Heacox
Dave Malcolm
David GomezPete Shima
Phillip 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 Mackenzie
Sean McGrath
Seokin Oezduendar
Shakira Wood
Silvia Cabrera
Simon Ramsey
Siobhan Boes
Sonny Sisto
Stanton Sarjeant
Stephen Bliss
Steve O'Neil
Stuart Morrison
Suzzee Uy
Taylor Shawyer
Tim Choate
Tim Chartier
Ursula Baker**SENIOR QA SUPERVISOR**

Kevin Hobson

QA SUPERVISORSPhilip Deane
André Mountain
Andy Mason
Eddie Gibson
Matthew Hewitt
Phil Alexander
Steve McGagh
Mike Emery
Dave Lawrence
Mike Bennett
Rob Dunkin
Will Riggott
Taylor Shawyer
Tim Choate
Tim Chartier
Ursula Baker**CAST**Oole Phelps Aaron Staton
Rusty Galloway Michael McGrady
Roy Earle Adam John Harrington
Stefan Bekowsky Sean McGowan
Herschel Biggs Keith Sarabajka
Jack Kelsó Gil McKinney
Elsa Lichtmann Erika Heynatz
Leland Monroe John Noble
Dr. Harlan Fontaine Peter Blomquist
Drt Malcolm Carruthers Andy Umberger
Capt. James Donnelly Andrew Connolly
Capt. Lachlan McKelty Randy Oglesby
Capt. Gordon Leary Ned Vaughn
Lt. Archibald Collymer Steve Rankin
Watch Commander
Mel Fleischer Michael Emanuel
Ray Finker JD Cullum
Patrolman Ralph Dunn Rodney Scott
Courtney Sheldon Chad Todhunter
Heather Swanson Erin Chambers
Albert Lynch Michael Shamus Wiles
Tra Hogeboom J. Marvin Campbell
Henry Arnett Matthew Del Negro
Vernon Maps Jack Conley
Grosvenor McCaffrey Chris J. Johnson
Hugo Moller Greg GrunbergZachary Gershman
Zephora Nure**ROCKSTAR
LINCOLN****GENERAL MANAGER**

Tim Bates

LOCALIZATION MANAGER

Chris Welsh

SENIOR QA SUPERVISOR

Kevin Hobson

QA SUPERVISORSPhilip Deane
André Mountain
Andy Mason
Eddie Gibson
Matthew Hewitt
Phil Alexander
Steve McGagh
Mike Emery
Dave Lawrence
Mike Bennett
Rob Dunkin
Will Riggott
Craig Reeve
Mike Blackburn
Simon WatsonBen Holgate
Dan Goddard
Dave Fahy
David Sheppard
James Cree
Pete Broughton
Pete Duke
Richard Kealey**GAME TESTERS**Nathan Buchanan
Lindsey Bennett
Andrew Heathershaw
Andy Parker
Ashley 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
Mike Griffiths
Nathan Glasgow
Nick Dablin
Rachael WalkerRogan Ogden
Scott Keenan
Tim Leigh
Toby Hughes**LOCALIZATION SUPERVISORS**Dominic Garcia
Francois Xavier Fouchet
Paolo Ceccotti
David Hoyte
Iglesias
Benjamin Giacine
Elisa Olmedo
Camacho
Luis Angel Galindo Muñoz
Naomi Long
Sebastian Huland
Tomás-David Sallares**LOCALIZATION TESTERS**Andrea Malerba
Andreas Stertkamp
Andrew Mariuchno
Benjamin Welby
Christian JungersEmanuele Orlando
Felix Bracconnier
Isabell Schulz
Janet Wong
Lukasz Bogaj
Maksims Avotins
Massimo Spiga
Rafael Alberto Lage Moraña
Romain Baradat
Serge Boguslavskij
Soichi Yasato
Teresa Manco
Thierry Stokman
Vladimir Gorelov**SENIOR LOCALIZATION TESTERS**David Hoyte
Iglesias
Benjamin Giacine
Elisa Olmedo
Camacho
Luis Angel Galindo Muñoz
Naomi Long
Sebastian Huland
Tomás-David Sallares**LOCALIZATION TESTERS**Andrea Malerba
Andreas Stertkamp
Andrew Mariuchno
Benjamin Welby
Christian Jungers**H.R. MANAGER**

Charlie Kinloch

H.R. COORDINATOR

Lee Johnson

I.T. SUPERVISOR

Nick McVey

I.T. SUPPORT

Paul Oliver

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

Angel Maldonado Jorge Luis-Pallo
Howard Parnell..... Morlan Higgins
Anna Rodriguez Vane Millon
Felix Alvarro Manny Montana
Patrick Connolly..... Jonathan Chase
June Ballard..... Maria Cina
John Cunningham..... Rich Sommer
Lars Taraldsen..... Matt Corboy
Shannon Perry..... Amanda Booth
Don Steffens Scott Michael Morgan
Catherine Barton..... Debra Christofferson
Patrolman Clyde Hart .. Ken Luckey
Patrolman Jack Tabot .. Tyler Jacob Moore
Ivan Basic Michael Bofshever
Diego Aguilar Joe Nieves
Dr. Harold Stoneman ... John Prosky
Edgar Kalou Michael B. Silver
Dudley Forman..... Dennis Coozkum
Merlon Ottie Troy Winbush
Benny Cluff Rich Hutchman
Margaret Black..... Kate Connor
Walter Clemens..... Vincent Kartheiser
Richard Coombs..... Kurt Fuller
Jean Archer..... Kimberlee Peterson
Olivia Volkert..... Almee Deshayes
Mrs. Virginia
Reynoldson..... Cyd Strittmatter
Oswald Jacobs..... Hal Landon, Jr.
John Holmes..... Doug Tompos
Bernard Metier..... Travis Schuldt
Sgt. Chishold..... Wiley Pickett
Marlon Hopgood..... William Charlton
Cliff Harrison..... Jonathan Runyon
John Ferdinand Jamison. Stephen Monroe Taylor
Herbert Chapman Matthew Frauman
Walter Robbins..... Joseph Culp
Dick McCall Robert Curtis Brown
Gloria Bishop..... Carla Gallo
Mrs. Beverly Evestrom . Barbara Kerr Condon
Patrolman Enrique
Gonzales..... Alexis Cruz
James Jessop..... Trevor O'Brien
Mrs. Celia Stanley..... Shawn Huff
Joe Nesco Frank Novak
Frank Osterman Ron Rogge
Steven Bigelow..... John Thaddeus
Jessica Hamilton..... Haley Ramm
Sergio Rojas Ramón Franco
Japanese Soldier..... Akie Kotabe
James Belasco..... Lukas Behnken
Juan Francisco Valdez . Geoffrey Rivas
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..... Claude Shires
Russell Holbeck..... Matt Riedy
Walt Austin..... Graham Norris
Fred Nicholson..... Ron Perkins
Patrolman James
Mitchell..... Justin Shenkarow
D.A. Donald Sandler... Tom Knickerbocker
Watch Commander
James Hopkins..... Christopher Darga
A.D.A. Leonard Petersen. Larry Sullivan
Terrance Chilton..... Lonnie Hughes
Little Boy Bob Kohert
Thomas Statham Shad Hart
Steven Hendricks..... Randolph Adams
Walter Beckett..... Matthew Alan

Lieutenant Taylor Andy Hoff
Patrolman Mike Branigan. Michael Rodrick
Nat Spencer La Monde Byrd
Police Chief
William Worrell..... Ryan Cutrona
Patrolman Clem Dalbey .. Stewart Carrico
Mark Bishop..... Daniel Roebuck
Dispatch Harry Marnell
Dispatch Tim Barker
Arthur Moss..... Kevin Scott Allen
Chuck Hadley..... Jerry O'Donnell
James Rainey..... Robert Maxhimer
Patrolman Fred Wallis .. Mark Kelly
Eddie McGoldrick..... Elliot Benjamin
Patrolman Andy Brown... Bill Dawes
Errol Schroeder..... David Nemnier
Michael Driscoll..... Evan Helmuth
José Ramez Brian Burnett
Bileen Clark..... Patricia Destro
John Higgins..... John Erickner
Audrey Gill Katherine Boecher
James Eskinore..... Jarrett Sleeper
Dimitri Pedachenko ... Matt Clendenin
Marlene Varner..... Trisha Desbki
Harry Sullivan Bob Rusch
Patrolman Harry Sumner.. Shane Conrad
Patrolman Max Faber ... A.J. Castro
Det. Sgt. Finis Brown.. Michael Dempsey
Daniel Ullman..... Eddie Driscoll
Lenny Finkelstein Bruce Nozick
Watch Commander
Frank Lacey William Francis McGuire
Elinor Hopkin..... Joanne Baron
William Shelton..... Ron Morehouse
Det. Floyd Rose Jack Impellizzeri
Leo Epstein Griff Furst
Victor Jimenez..... R.J. Cantu
Joanna Alford..... Adria Tennor
Garrett Mason..... Andrew Lukich
Arthur Moth..... Tim Barraço
Clovis Galletta..... Iyari Limon
Marion Lauanders Jen Drohan
Gabriel Del Gado..... Alejandro Chaban
Wendell Bowers..... Adam Bitterman
David Parker..... Brice Beckham
Marguerite Cansino Bar Paly
Samuel Honis..... Sterling Jones
Det. Harold Caldwell... Brandon Keener
Patrolman Isaac Kelly . Aaron Nelms
Don Carraway..... Paul McCarthy-Boyington
Walter Mensch..... Ken Lerner
Irwin Bousman..... Bob Clendenin
David Brenner..... Bruno Oliver
Patrolman
Emmet Campbell..... Michael Yurchak
Miss Deborah Williams . Karis Campbell
Arturro Rivera Sal Lopez
Nelson Gaines..... Desean Terry
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 King..... Scott Horby
Mayor Fletcher Bowron . J. Patrick McCormack
Andrew Fickman David Wells
Freddie Calhoun James Jordan
Errol Angio Rey Gallegos
Johnny Goldberg Don Luce
Frank Ziferelli..... James Giordano
Stuart Barnes..... Patrick Cavanaugh

Chin Wong Ming Lo
Willard Philbrick Sal Viscuso
Marianne Belle Annemarie Kenoyer
Vernon McNeal James Moses Black
Thomas Bailey..... Kasey Mahaffy
Wilt Edgerson..... Malcolm Foster Smith
Harry the Bookmaker ... John Douglas
Williams
Harry Douglas..... E.J. Callahan
Maria Aranda..... Jill Remez
Hollis Stone..... Kevin E. West
Page Franklin Reba Daniels
Ernie Barrow..... Bobby Hall
Marie Phelps..... Connie Fletcher
Frank Steiner..... Josh Feinman
Jennifer Horgan..... Audrey Wasilewski
Jack Schmidt..... Allen Hooper
Winifred Grey..... Trisha La Fache
Wincover Ted Heyck
Paul Kadarowski Ben 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 Jared Ward
Chuck Vanderhorst Marc Goldsmith
Invest. Jake Rampley .. David Greenman
Jack Foreman..... Michael Edwin
Det. William Filden... Joe Sabatino
Grace Houston..... Emily Sandifer
Tech Services Officer
Sam Turner..... William Wattersson
Edward Hemmings Guy Nardulli
MP Stephen Vagg..... Jonathan Kowalsky
Monty Reynolds..... Carlton Wilborn
Hipolito Maldonado ... Joseph Julian Soria
Herman Denzler..... Darin Toonder
James Maher Chris Erric Maddox
Patrolman
David Ramirez..... Adrian Sanchez
Joseph Jackson..... Brian Norris
William Barlow..... Donald Sage Mackay
Rex Buckland..... Nicholas Yousef
MP Troy Brown..... Ryan K. Smith
Emily Luckenbach Erin Sanders
Det. Theo Rossi..... Ben Wilson
Lena Taraldsen..... Emalee Abrams
Alonso Mendez..... Luis Villalta
Phillip Tonkins Joe Egender
Darcy Conhors Miranda Lilley
Karen Hitchenscher..... Kiersten Lyons
Eddie Findlay Nick Pew
Harold Kirby Raymond O'Connor
Patrolman John Dierkes . Jake McLaughlin
Eddie Margolis..... Ramon Camacho
Adelaide Finch..... Julie Sanford
Patrolman Levon Tate .. Adam Leiphart
Ray the Bookmaker..... David H. Lawrence XVII
Garfield Henderson Joe Basile
Walter Tyler Paul Parducci
Louise Steffens..... Porter Kelly
Norris Greenfeld..... Brian Catalano
Daniel Wellington Jay Seals
Chester King..... Michael Peoples
Nurse Dabner..... Caroline Duncan
Patrolman
Dudley Wheelright Ben Hogestyn
Dale Gadbrey..... John Eric Bentley
Betty Joyner..... Lily Rains
Emmet Schneider Brandon Molale
Julian Marino..... Vinicius Machado

Hank Newbern..... Tylor Chase
Floyd Walker..... Ricky Horne, Jr.
Invest. Adrian Tucker .. David Lengel
Lewis Pelton..... Cary Hungerford
Maria Latorella..... Gabrielle Madé
Det. Graham Sommers ... Kevin Fry-Bowers
Patrolman Danny Aiello . Paul Diaz
Tech Services Officer
Ernest Avery..... John Ciccolini
Alfonse Dagbo..... Bambadjan Bamba
Albert Reading..... Jason L. Brandt
Louis Lincoln..... Paul Ganus
Paul Miller..... Scott Weatherby
Lefty Roberts..... Dusty Sorg
Det. Joseph Hobbes..... Andy Henry
Raymond Gordon Michael Ensign
Lester Wagner..... Ryan Honey
Casey Watts Dan Flood
Francis Watkins Daniel Kountz
Jesse Dunne..... Cutter Cutshaw
Geneva Mayhew..... Joann McGibbon
Rufus Dixon..... Don Creech
Christopher Majewski .. Blake Griffin
Calvin Shaughnessy ... Ryan Christiansen
Kurt Holland..... Alan Loaysa
Eddie Adams..... Brett Tinnus
Roger Becket Mitchell Fink
Ronald Bellamy..... William Duffy
William Boehringer Cletus Young
Charlie Conway Morgan Rusler
Tan Do Clyde Yasuhara
Doris West Angela Little
Mackenzie
Nathan Duntly..... John Bobek
Elizabeth Eberly..... Alexa Alemanni
Rudy Galletta..... Thomas Crawford
Scout Hillier Evan Arnold
Travis Hornbrook John Ciccolini
Maureen Kegley Danielle Kaplowitz
Barton Keyes Robert Beuth
Nurse Randall Maury Morgan
Judy Lynn..... Suzanne Goldish
Bob Marshall George Gerdes
Mervin the Bookmaker ... Cutter Garcia
George Murphy..... Zane Holtz
Frank Norris..... Max Adler
Gale O'Hara Liesl Ehardt
Patrolman
Morris Callahan Patrick Joseph Rieger
George Hennessey P.J. Marshall
Steven Hoover Griff Kohout
Patrolman
Harvey Keller Adam Harrington
Patrolman
Martin Mathiason Southey Blanton
Patrolman
Carl Radcliffe..... Patrick Quinlan
Patrolman
John Sarsfield Joe Delano
Patrolman
Herbert Walwick..... Brantley M. Dunaway
Patrolman Glen Wheeler . Jack Slavkin
Patrolman
Victor Zimmerman Nick Hoffa
R&I Melanie Marnell
Herman Salter Robert Peters
Jess Sammons Doug Sinclair
William Strong Rob Elk
Chuck Totterman Drew Cheetwood
Harry Westcott John Colella
Ruth Douglas Julie McNiven
Stuart Barclay Matt Price
Eric Salzman Brian Konowal

Paul Miller Bow Borden
 Georgia Kent Jules Willcox
 Male Pedestrian 1 Bryant K. Rolle
 Male 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 Cynthia Adai-Robinson
 Female Pedestrian 6 Tina Y. Hahn
 Female Pedestrian 7 Sharon Omi
 Female Pedestrian 8 Vivian Bang
 Female Pedestrian 9 Jennifer Chu
 Female 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 Najera
 Male Pedestrian 14 Mike Gomez
 Male Pedestrian 15 Jesus Marquez
 Male Pedestrian 16 Kurt Caceres
 Female Pedestrian 17 Aileen Burdock
 Female Pedestrian 18 Chantal Lewis
 Female Pedestrian 19 Alexandra Ruddy
 Female Pedestrian 20 Valerie Aslynn
 Female Pedestrian 21 Tyler Kain
 Female Pedestrian 23 Jeannine Kaspar
 Female Pedestrian 24 Andres Faucher
 Cave Victim Sloan Tome
 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, Apollia Echino, Art LaFleur, Bill Porter, Bill Watterson, Brad Schmidt, Brandon 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 DeDuchetto, 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 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 Wetzell, 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 Santacrocce, 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

L.A. NOIRE SCORE

SCORE COMPOSED BY

Andrew Hale

ORCHESTRAL SCORE COMPOSED BY

Andrew Hale and Simon Hale

"INVESTIGATION THEME" COMPOSED BY

Bob Brockman and Andrew Hale

"JJ" COMPOSED BY

Larry Grenadier

ANDREW HALE:

Piano, Keyboards, Programming

SIMON HALE:

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 FRIEDMAN:

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:

Everton Nelson

LEAD 2ND VIOLIN:

Richard George

Fiona McNaught

Bill Hawkes

1ST VIOLA:

Chris Worsley

1ST CELLO:

Ian Burdge

1ST BASS:

Stacey Watton

CLARINET/ALTO SAX/ SOPRANO SAX /FLUTE:

Nick Moss

CLARINET/TENOR SAX/FLUTE:

Jamie Talbot

BASS CLARINET/ BARITONE SAX/FLUTE:

Tim Holmes

SAXOPHONE/FLUTE:

Phil Todd

FRENCH HORN:

Philip Bastop
Neil Shewan

TRUMPETS/FLUGELHORN:

John Barclay
Noel Langley
Tom Rees-Roberts

TENOR TROMBONE:

Richard Edwards

BASS TROMBONE:

Dave Stewart

TUBA:

Owen Slade

HARP:

Camilla Pay

PIANO:

Simon Chamberlain

PERCUSSION:

Bill Lockhart
Chris Baron

RECORDED AT ABBEY 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:

Vocals

SIMON HALE:

Piano

NOEL LANGLEY:

Trumpet

STEVE MCMANUS:

Bass

RALPH SALMINS:

Drums

RECORDED AT ANGEL STUDIOS, LONDON AND

OWLSPACE STUDIO LONDON

ENGINEERED BY

Gary Thomas.

MIXED BY

Andrew Hale

TAIKO RECORDING SESSION:

TETSURO HAITO 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 ELECTRO-VOX RECORDING STUDIOS,
LOS ANGELES, CA**

ELSA SONGS:

"GUILTY"

"(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 RADIO

WRITTEN BY: Lazlow, Mike Unsworth,
Rupert Humphries

RADIO VOICES: Bill Lobley, Henry Strozler,
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 "O" under Will of Jack Benny, under
license from Trust "O" 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

"BLACK AND BLUE"

Thomas Waller, Andy Razaf, Harry Brooks
Performed by Frankie Laine
Published by Anne Rachel Music/Warner/Chappell
Music, Inc. (ASCAP), Filmatrax 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/Capitol Music Group

"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 EBT 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 BABY"

Charles Cootie Williams
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/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 HOBO"

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 PERFUME"

Bob Hillard, Sammy Mysels, Dick Sanford
Performed by Swing and Sway with
Sammy Kaye
Published by Bourne Co. (ASCAP), Music Sales Corp.
(ASCAP), Penn Music Co. (ASCAP)
Courtesy Sony BMG

"SEEMS 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

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"). You 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.

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 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, sounds, characters, characters, dialogs, settings, artwork, sound 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 copy, or virtual goods, 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 be notified in writing of the location, 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 should not be transferred, sold, leased, or otherwise redistributed, or registered, or converted into convertible virtual goods, unless otherwise expressly specified. The provisions of this paragraph supersede any other term in this Agreement.

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, or activation 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 should not be transferred, sold, leased, or otherwise redistributed, or registered, or converted into convertible virtual goods, 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, and/or services, and/or functions (collectively, "Special Features") are not transferable 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 Software. This license 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 license 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 CREATIONS/CONTENT: The Software may allow you to create content, including, but not limited to, a gameplay map, scenario, screenshot, cut scene, 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 access to the product, 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 agree to grant Licensor any and all rights of publicity, publication, reproduction, and distribution within, and to Licensor's other players' use and enjoyment of such content 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 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 (1) use fictional virtual currency as a medium of exchange excluding Virtual Goods or accounts ("VC") or (2) create accounts ("VG") and (3) create accounts and use of virtual 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-licensable, 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 and without notice. 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.

EARNED PURCHASES OF VIRTUAL CURRENCY AND VIRTUAL GOODS: You may have the ability to purchase VC or to earn VC from Licensor for the completion of certain tasks 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. Items or currency purchased through a platform, participating third-party online store, application store, or other store, or 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 a purchase of VC, the purchase of VC from an Application Store or other store 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 reasons, and Licensor reserves the right to make such calculations on a non-commercial 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 items, which may include but not limited to, the game's rules applicable to currency and items. Licensor, in its sole discretion, may limit use of VC 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 withdrawal from your available VC and/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. VC and/or VG in your User Account may be reduced without notice upon the occurrence of certain events related to your use of the Software: For example, you 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 of any unauthorized use of your VC and/or VG made through your User Account by submitting a support request at www.rockstargames.com/support.

NON-REDEEMABLE: 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 any other person or entity for any use of such VC and/or VG.

NO TRANSFERS: Any transferring, trading, selling, or exchanging of any VC or VG 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 VG 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 any Unauthorized Transaction, and that such applicable actions 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 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 through the 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 whatsoever 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 laws, or other legal claims or claims under applicable law, shall be limited to the Software Store and the Software Store is not responsible for such claims. You must comply with the Software Store Terms of Service 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 the U.S. or in any other geographical area, 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, achievements, and other gameplay data on websites and other platforms; (iii) the sharing of your gameplay data with hardware manufacturers and Licensor's marketing department (iv) other legal departments that have been notified 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 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.

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) (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, achievements, and other gameplay data on websites and other platforms; (iii) the sharing of your gameplay data with hardware manufacturers and Licensor's marketing department (iv) other legal departments that have been notified 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 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.

WARRANTY

LICENSEE 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 is not certain that the game will be playable on your specific computer or gaming unit. 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; that the Software will meet your requirements; that operation of the Software will be uninterrupted or error-free; or that the Software will be compatible with third-party software or hardware or that any errors in the Software will be corrected. No oral or written advice provided by Licensor or any authorized representative shall create a warranty. Because some jurisdictions do not 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 through abuse, mistreatment, or neglect. Any implied warranties present 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 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, OR MALFUNCTION OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGE, OR LOST PROFITS. ANY IMPLIED WARRANTIES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY, OR OTHERWISE, WHETHER OR 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) EXCEED THE ACTUAL PRICE PAID BY YOU FOR USE OF THE SOFTWARE.

IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS HEREUNDER BY YOU, REGARDLESS OF THE FORM OF ACTION, EVER EXCEED THE GREATER OF THE PRICE PAID BY YOU 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, FRAUD, 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 SPECIFIC PROVISION OF THIS WARRANTY, STATE, OR MUNICIPAL LAW, WHICH CANNOT BE PRE-EMPTED, THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

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 DEPENDS IN LARGE PART ON THE PERFORMANCE OF THE INTERNET AND WIRELESS SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES MAY IMPAIR OR DISRUPT YOUR CONNECTIONS TO 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 THIRD-PARTY 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.

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 that you have violated 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 (1) 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 (1i) 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 V associated 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 V associated 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 your 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.

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.

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, employees, and agents from all taxes due, and any levies of any kind imposed by any governmental entity with respect to the transactions contemplated under 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.


MISCELLANEOUS

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.

©2006 - 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.

Use 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.

