

WARNING: READ BEFORE USING YOUR PLAYSTATION®2 COMPUTER ENTERTAINMENT SYSTEM.

A very small percentage of individuals may experience epileptic seizures when exposed to certain light patterns or flashing lights. Exposure to certain patterns or backgrounds on a television screen or while playing video games, including games played on the PlayStation 2 console, may induce an epileptic seizure in these individuals. Certain conditions may induce previously undetected epileptic symptoms even in persons who have no history of prior seizures or epilepsy. If you, or anyone in your family, has an epileptic condition, consult your physician prior to playing. If you experience any of the following symptoms while playing a video game – dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions – IMMEDIATELY discontinue use and consult your physician before resuming play.

WARNING TO OWNERS OF PROJECTION TELEVISIONS:

Do not connect your PlayStation 2 console to a projection TV without first consulting the user manual for your projection TV, unless it is of the LCD type. Otherwise, it may permanently damage your TV screen.

USE OF UNAUTHORIZED PRODUCT:

The use of software or peripherials not authorized by Sony Computer Entertainment America may damage your console and/or invalidate your warranty. Only official or licensed peripherals should be used in the controller ports or memory card slots.

HANDLING YOUR PLAYSTATION 2 FORMAT DISC:

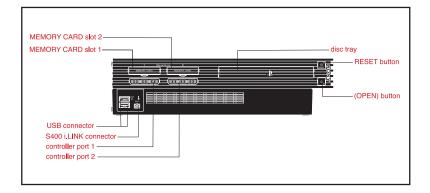
- This disc is intended for use only with PlayStation 2 consoles with the NTSC U/C designation.
- Do not bend it, crush it or submerge it in liquids.
- Do not leave it in direct sunlight or near a radiator or other source of heat.
- Be sure to take an occasional rest break during extended play.
- Keep this compact disc clean. Always hold the disc by the edges and keep it in its protective case when not in use. Clean the disc with a lint-free, soft, dry cloth, wiping in straight lines from center to outer edge. Never use solvents or abrasive cleaners.

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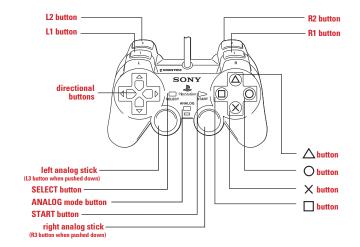
getting Started



Set up your PlayStation®2 computer entertainment system according to the instructions in its Instruction Manual. Make sure the MAIN POWER switch (located on the back of the console) is turned on. Press the standby/RESET button. When the power indicator lights up, press the open button and the disc tray will open. Place the Grand Theft Auto 3 disc on the disc tray with the label side facing up. Press the open button again and the disc tray will close. Attach game controllers and other peripherals, as appropriate. Follow on-screen instructions and refer to this manual for information on using the software.

Starting UP

DUALSHOCK™2 ANALOG CONTROLLER CONFIGURATIONS



▲ button - EXIT / ENTER CARS

Obutton - SHOOT

X button - ACCELERATE / SPRINT

■ button - BRAKE/JUMP

L2 button - WEAPON SELECT

L1 button - CENTERS CAMERA (on foot) / CHANGE RADIO STATIONS (in car)

R2 button - WEAPON SELECT

R1 button - TARGET LOCK-ON / HANDBRAKE

directional - MOVE AROUND

L3 button - HORN

SELECT button - TOGGLE CAMERA VIEW

START button - PAUSE MENU

R3 button - LOOK BEHIND (on foot) / TOGGLE VEHICLE MISSIONS ON or OFF (in car)

how to find your way around

LIBERTY CITY IS MADE UP OF THREE DISTRICTS:
PORTLAND, STAUNTON ISLAND AND SHORESIDE VALE



Portland

THIS IS THE INDUSTRIAL ZONE. HERE YOU WILL FIND THE DOCKS, THE RED LIGHT DISTRICT, WAREHOUSES, FACTORIES, MARKETS, GARAGES, AS WELL AS SOME USEFUL SUPPLIERS. THIS AREA IS POPULATED WITH HOOKERS, PIMPS, LABORERS, DOCKWORKERS, POLITICIANS AND GENERAL SCUM. CRIME IS RIFE IN PORTLAND AND IT HAS A LONG HISTORY OF MAFIA CONTROL, BUT THIS IS BEING CHALLENGED BY THE TRIADS. A BLOODY TURF WAR HAS BEEN UNDERWAY FOR SEVERAL MONTHS. A DELIGHTFUL DISTRICT WITH SOMETHING FOR EVERYONE.

PLACES OF INTEREST: Luigi's, Mr Wong's Launderette, Belly-Up Artificial Mackerel Factory, Momma's, Ammu-Nation, 8-ball's, Salvatore's Gentlemen's Club.

staunton island

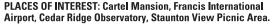
THIS IS THE CENTRAL BUSINESS DISTRICT. THIS IS WHERE ALL THE BIG BUSINESS TAKES PLACE IN LIBERTY CITY AND IS DOMINATED BY THE RICH, POWERFUL AND CORPORATE. DURING THE DAY THE AREA IS BUSTLING WITH BUSINESSMEN DOING THEIR 9-5 THING – INSIDER TRADING, TAKING BRIBES AND SELLING THEIR GRANDMOTHERS FOR TEN BUCKS, AT NIGHT IT IS DARK, DESOLATE AND VERY DANGEROUS.

PLACES OF INTEREST: the Love Media Building, Bush Stadium, Kenji's Casino, the shopping mall, Liberty Tree Offices.



shoreside vale

SUBURBAN BLISS AND TRANQUILITY LIBERTY CITY STYLE. HOME TO MANY OF LIBERTY CITY'S MORE AFFLUENT GANGSTERS, LIBERTY CITY'S COMMUTER-BELT IS A PATCHWORK OF SWIMMING POOLS, PICKET FENCES, BACKYARDS, BASKETBALL NETS, STREET GANGS AND 5 CAR GARAGES. IT IS LITTERED WITH OSTENTATIOUS MANSIONS PAID FOR IN BLOOD MONEY, PROTECTED BY HIGH SECURITY GUARDS AND GATES TO KEEP OUT THE GANGS OF BORED TEENAGERS LOOKING FOR SOMETHING TO DO TO BRING SOME EXCITEMENT TO THEIR MIDDLE CLASS EXISTENCE. THE DESIGNER DOGS AND THE STATION WAGONS GIVE A SHALLOW SERENITY TO SUBURBIA BUT DON'T BE FOOLED, VIOLENCE AND CORRUPTION ARE AT THE HEART OF EVERY HOME.





bridges and tunners



STAUNTON ISLAND CAN BE REACHED FROM PORTLAND VIA THE CALLAHAN BRIDGE.

THE PORTER TUNNEL PROJECT IS DELAYED, BUT SHOULD BE COMPLETED SOON.

map



YOU'LL FIND A RADAR IN THE BOTTOM LEFT HAND CORNER OF YOUR SCREEN, THIS WILL SHOW YOU WHERE YOU ARE, AND WHERE YOU'RE HEADED. THE WHITE DOT IS WHERE YOU ARE, THE PINK DOT IS WHERE YOU NEED TO BE. IF THE PINK DOT IS AT THE TOP OF THE RADAR, YOU'RE HEADED IN THE RIGHT DIRECTION. YOUR CONTACTS WHO HAVE WORK AVAILABLE FOR YOU WILL APPEAR ON THE MAP AS THEIR FIRST INITIAL. TELEPHONE BOXES WHERE YOU CAN GET JOBS WILL APPEAR AS PHONE SIGNS. AFTER ALL. ITS EASY TO FIND SOMETHING TO DO IN LIBERTY CITY.

FOR AN OVERVIEW OF THE WHOLE CITY YOU'LL FIND A HANDY FOLD OUT MAP INCLUDED OR REFER TO THE CENTER OF THIS GUIDE.

transportation



LIBERTY CITY IS FULL OF MANY DIFFERENT KINDS OF CARS AND VEHICLES, ALL OF WHICH ARE YOURS FOR THE TAKING. TO CARJACK ANY PARTICULAR CAR, APPROACH THE CAR AND PRESS button. BE WARNED, WHILE SOME DRIVERS WILL BE SCARED AND HAND OVER THEIR VEHICLE WITHOUT TOO MUCH RESISTANCE, OTHERS MAY NOT BE TOO HAPPY ABOUT IT AND WILL PUT UP A FIGHT. FURTHERMORE YOU AREN'T THE ONLY ONE WHO LIKES TO TRAVEL THIS WAY – YOU CAN BE CARJACKED AT ANY TIME.

YOUR HAND BRAKE IS R1 button. USING HAND BRAKE AND NORMAL BRAKE SIMULTANEOUSLY WILL QUICKLY BRING YOUR VEHICLE TO A STOP.

DIFFERENT VEHICLES TEND TO BE FOUND IN DIFFERENT AREAS; YOU ARE MORE LIKELY TO FIND SUV'S OR STATION WAGONS IN SUBURBIA, MORE SPORTS CARS IN THE AFFLUENT COMMERCIAL DISTRICT AND MORE TRUCKS IN THE INDUSTRIAL AREA, SO IF THERE'S SOMETHING IN PARTICULAR YOU ARE AFTER – SHOP AROUND!



by train

LIBERTY CITY TRAIN RUNS ACROSS PORTLAND 24/7 ON A REGULAR SCHEDULE. STATIONS CAN BE FOUND IN CHINATOWN BY THE WATER, IN PORTLAND VIEW AND IN HEPBURN HEIGHTS.



by subway

THE LIBERTY CITY SUBWAY IS A DANGEROUS PLACE. ALWAYS TAKE WEAPONS WITH YOU WHEN TRAVELING ALONE, ESPECIALLY AFTER DARK. THE SUBWAY RUNS 24/7 AND STATIONS ARE LOCATED IN: RED LIGHT DISTRICT, PORTLAND; LIBERTY CAMPUS, STAUNTON ISLAND; BEDFORD POINT, STAUNTON ISLAND; FRANCIS INTERNATIONAL AIRPORT, SHORESIDE VALE.



by boat

HEAD DOWN TO THE DOCKS AND SEE IF THERE ARE ANY BOATS LYING AROUND UNSUPERVISED.



by Plane

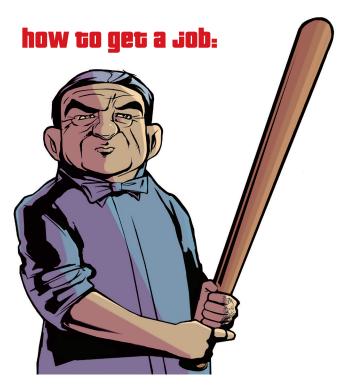
FRANCIS INTERNATIONAL AIRPORT IS LOCATED IN SHORESIDE VALE.



on Foot

WALK OR RUN AROUND THE CITY –
DEPENDING ON WHO'S AFTER YOU.
HOLD THE X button DOWN HARDER TO
RUN FASTER, BUT BE WARNED, YOU
CAN'T SPRINT FAR.

Recruitment





it's not what you know...

IF YOU ARE LOOKING FOR A CAREER, THE BEST JOBS ARE LANDED BY PERSONAL INTRODUCTIONS. WHEN YOUR 'EMPLOYERS' HAVE WORK AVAILABLE FOR YOU THEY WILL APPEAR ON YOUR RADAR, GO VISIT THEM AND THEY'LL GIVE YOU A BRIEF.

extra Work



by **Phone**

SOME OF YOUR CONTACTS DON'T LIKE TO MEET IN PERSON AND WILL GIVE OUT INSTRUCTIONS ON CERTAIN PAYPHONES AROUND THE CITY, THESE PAYPHONES WILL APPEAR ON YOUR RADAR WHEN THEY WANT TO EMPLOY YOUR SPECIAL SERVICES.



by pager

ALWAYS KEEP YOUR PAGER ON YOU. IT PAYS TO BE REACHABLE, YOU NEVER KNOW WHEN A BIT OF EXTRA WORK MAY COME YOUR WAY. WHEN SOMEONE IS TRYING TO BEEP YOU YOUR PAGER WILL APPEAR AT THE TOP LEFT OF YOUR SCREEN



TAXIS, POLICE CARS, AMBULANCES AND FIRETRUCKS ALL PROVIDE OPPORTUNITIES FOR A BIT OF EXTRA CASH MOONLIGHTING IN ANOTHER PROFESSION (WHEN ENTERING ONE OF THESE VEHICLES PRESS R3 button TO TOGGLE THE MISSIONS ON OR OFF).

where to stay



YOU NEED TO FIND SOMEWHERE TO STASH YOUR STUFF, KEEP A NICE SET OF WHEELS, LAY LOW, HIDE OUT AND TAKE A BREAK. WE RECOMMEND STARTING WITH SOMEWHERE BASIC -A WAREHOUSE IN THE INDUSTRIAL AREA. BUT JUST A WORD OF WARNING, ONCE YOU HAVE MOVED ON AND FOUND A NEW SAFE HOUSE IN A DIFFERENT PART OF TOWN, DON'T TRY RETURNING TO YOUR OLD HAUNT, YOUR ENEMIES WILL BE WAITING.



RANGING FROM THE LCPD TO SWAT TEAMS AND THE FBI, LIBERTY CITY HAS A FULL LAW ENFORCEMENT SYSTEM TO KEEP THE CITY PROPERLY CORRUPT AND SOMEWHAT SAFE.

PROTECTION



YOUR SELECTED WEAPON IS DISPLAYED IN THE TOP LEFT HAND CORNER OF THE SCREEN. YOU CAN GET WEAPONS BY: BUYING THEM (FOR EXAMPLE FROM AMMU-NATION), STEALING THEM, OR BEING GIVEN THEM

TO SCROLL THROUGH YOUR AVAILABLE WEAPONS PRESS R2 button

TO FIRE YOUR WEAPON PRESS Obutton

TO LOCK YOUR WEAPON ONTO THE MOST DANGEROUS PERSON

AROUND YOU PRESS R1 button

TARGET SWITCH L2 button AND R2 button

CERTAIN WEAPONS CAN ONLY BE FIRED USING FIRST PERSON VIEW (SNIPER RIFLE AND ROCKET LAUNCHER) PRESS R1 button TO AIM BEFORE FIRING.

YOU CAN CONTROL THE DISTANCE THAT YOU THROW GRENADES AND MOLOTOV COCKTAILS BY EITHER TAPPING OR HOLDING O button. THE HARDER YOU PRESS THE FURTHER IT GOES.

iay Local amenities



hospitial

THERE IS A HOSPITAL LOCATED IN EACH AREA AND THIS IS WHERE YOU WILL END UP IF YOU DON'T WATCH YOUR BACK. IT IS ALSO WORTH A TRIP IF YOU ARE FEELING UNDER THE WEATHER, THEY CAN USUALLY GIVE YOU SOMETHING TO RESTORE YOUR HEALTH AND GIVE YOU THAT EXTRA SENSE OF WELL-BEING. LOCAL HOSPITALS: Sweeney General Hospital, Portland; Carson General Hospital, Staunton Island; Hope Medical College, Shoreside Vale



spray shops

THESE CAN BE USED FOR REPAIRING VEHICLES AND GETTING RID OF UNWANTED LEGAL ATTENTION AND ARE LOCATED IN: The Red Light District, Portland; Newbort. Staunton Island; Pike Creek. Shoreside Vale



bomb shop

RUN BY THE TRUSTY 8-BALL, THE EXPLOSIVES EXPERT, THIS PLACE IS WORTH MAKING A NOTE OF. LOCATIONS: Harwood, Portland; Newport, Staunton Island: Pike Creek. Shoreside Vale



Police Station/

POLICE STATIONS AND JAILS CAN BE FOUND IN EACH DISTRICT AND THIS IS WHERE YOU'LL FIND YOURSELF IF YOU PUSH YOUR LUCK TOO FAR.

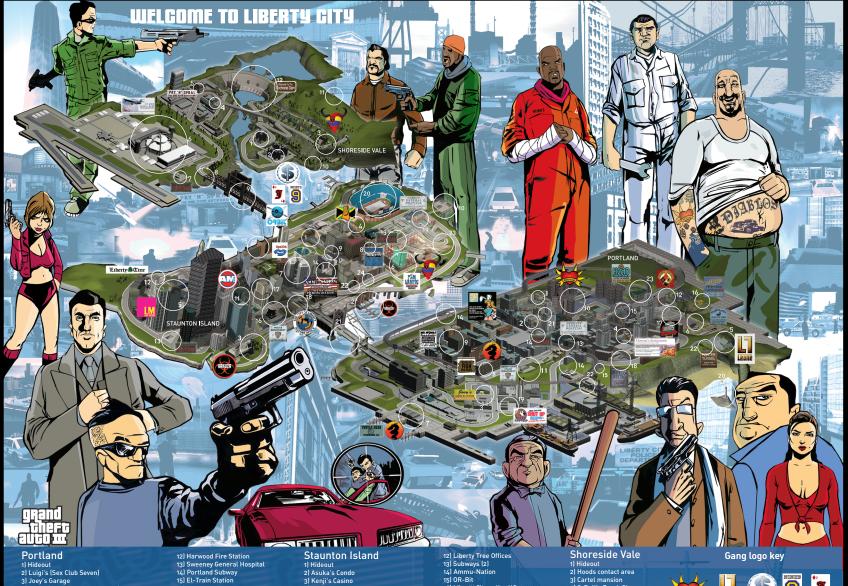
LOCAL POLICE STATIONS: Portland view, Portland; Torrington, Staunton Island; Pike Creek, Shoreside Vale



ammu-nation

AN AMERICAN TRADITION. LIBERTY CITY'S LEADING WEAPONS SUPPLIER IS LOCATED IN: Red Light District, Portland; Newport, Staunton Island

welcome to liberty city



- 4) Toni's (Momma's Restaurante)
- 5) Salvatore's 'Gentlemen's Club' 6) 8-Ball's Autoyard
- 7) Triad fish factory (Turtle Head Fishing Co.)
- 8) China Town Fish Market (Triad)
- 9) Mr.Wong's Launderette ("If it ain't Wong's, it ain't white!") 10) Diablo's/El Buro contact point
- (Hepburn Heights)
- 11) Trenton Police Precinct

- 16) Car crusher
- 17) Capital autos (Dealership)
- 18) Marco's Bistro (Forelli)
- 19) Bitchin' Dog Foods
- 20) Portland Rock
- 21) Pay'n'Spray

- 22) Porter Tunnel
- 23) Head Radio

- 4) Yardie Contact Point
- 5) Love Media
- 6) Pan-Lantic Construction
 - (Cartel gang area) 7) Lips 106 FM
 - 8) Rise FM
 - 9) Shopping Mall
 - 10) Phil Cassidy's Army Surplus 11) AMCO HQ
- 16) Liberty City police HQ (+rooftop helipad) 17) FBI

24) Pay'n'Spray

- 18) City Hall (Mayor O'Donovan) 19) Carson General Hospital
- 20) Liberty Memorial Coliseum 21) Callahan Bridge
- 22] 8-Ball's Bomb Shop 23) Porter Tunnel, Rockford Slipway
- 4) 8-Ball's Bomb Shop

12) Cochrane Dam

- 5) Pay'n'Spray
 6) Francis International Airport
 7) Airport Subway Station 8) Porter Tunnel (Francis Slipway)
- 9) Shoreside Lift Bridge 10) Staunton View picnic area 11) Cedar Ridge Observatory







POPULATION

4 MILLION PEOPLE LIVE IN THE LIBERTY CITY AREA.

LOCAL GANGS



LEONE FAMILY

headed up by Salvatore Leone

TURF: Around St Marks (Industrial Sector) **BUSINESS: Protection, Extortion, Robbery**

FRONT: Restaurants, Clubs

STYLE: Charming, smart, traditionally well-dressed, strong Sicilian family CHARACTERISTICS: Lovalty to the family above all else, strong family values, very traditional

WHEELS: Limos, supplied by Joey Leone **FAVORITE RADIO STATION: Double Cleff FM**



TRIADS

TURF: Chinatown (Industrial Sector) BUSINESS: Protection, Laundry, Bullving the Mafia FRONT: Artificial Mackerel Factory ('more fish, less kipper') STYLE: Heavily tattooed CHARACTERISTICS: Intensely loval and obsessively territorial WHEELS: Laundry Vans



YAKUZA

TURF: Central Business district (Commercial sector) **BUSINESS: Gambling, Protection, Counterfeiting**

FAVORITE RADIO STATION: Chatterbox FM

FRONT: Casinos

STYLE: Impeccably dressed

CHARACTERISTICS: Traditional Japanese organized crime syndicate that is centuries old. Honor, loyalty, efficiency are key.

Patriarchal hierarchy

FAVORITE RADIO STATION: Lips 106



DIABLOS

El Burro is back

TURF: Hepburn Heights (Industrial sector) STYLE: Denim, trainers, red bandannas and slicked back hair.

CHARACTERISTICS: Hispanic street gang WHEELS: Stallions

FAVORITE RADIO STATION: Head Radio



SOUTH SIDE HOODS

TURF: The projects (suburbia)

STYLE: Gold chains, rings and teeth, branded streetwear,

hooded sweatshirts, platinum

WHEELS: Rumpo XL

FAVORITE RADIO STATION: Game Radio, MSX



COLOMBIAN CARTEL

TURF: Around the airport, the construction site and the

derelict freighter (all over the city)

FRONT: Freight

STYLE: Snake skin cowboy boots, jeans, printed shirts and

ten-gallon hats rimmed with gator/snake teeth. CHARACTERISTICS: Ruthless and disloval

WHEELS: Suped-up 4x4 chrome-buckets

FAVORITE RADIO STATION: Flashback FM, Rise FM



YARDIES

TURF: Up town (commercial sector)

STYLE: Loaded with Caribbean style, dreadlocks and long dark suits.

CHARACTERISTICS: They love penthouse suites and

often mark their territory with voodoo charms

WHEELS: Lobo

FAVORITE RADIO STATION: K-Jah

LOCAL Figureheads

(the People who Run this town)



maria



8-parr



LUigi



Joey Leone



toni



salvatore Leone





misty



el burro



Kenji



asuka



miguel



donald Love

CLassifieds

employment



WANTED: SMALL TIME CROOK AS ERRAND BOY FOR LARGE SCALE GANGSTER OPERATION, MUST BE WILLING TO DO ANYTHING. GOOD PAY AND VERY GOOD PROSPECTS FOR PROMOTION. VISIT LUIGIS IN PORTLAND IF YOU THINK YOU ARE UP TO THE JOB.

no questions asked





SAFE HOUSE; WAREHOUSE PROPERTY AVAILABLE NOW. SECURE, GOOD FOR STORING SPECIAL WEAPONS AND VEHICLES AND FOR SAVING THE GAME.







Fernando's New Deginnings



I GUARANTEE IT

welcome to Liberty City

DELIVERING LITTLE BUNDLES OF LOVE, IN A BOX, DIRECTLY TO YOUR DOOR

Pets Overnight .com

REMEMBER EVERYONE LOVES KITTENS...





FISH AND SEAFOOD PROCESSING PLANT Finest 100% Artificial Mackerel. More Fish, Less Kipper.









HEAD RADIO

DJ: Russ Mottla as Michael Hunt IMAGING AND PRODUCTION: Jeff Berlin

Dil-Donit "Stripe Summer" Written and produced by Craig Conner Vocals ñ Heidi Hazelton

Whatever ñ "Good Thing" Written and produced by Allan Walker, Craig Conner Vocals ñ Craig Conner

Craig Gray "Fade Away" Written and produced by Stuart Ross Vocals ñ Stuart Ross

Conor And Jay "Change" Written and produced by Craig Conner, Julie Wemyss Vocals ñ Julie Wemvss

Frankie Fame "See Through You" Written and produced by Craig Conner Vocals ñ Raff Corrilla, Craig Conner, Nancy Jenkinson

Scatwerk "Electronic Go Go" Written and produced by Stuart Ross

Dezma "Life Is But A Mere Supply" Written and produced by Craig Conner Vocals ñ Kate Mckinnon

DOUBLE CLEFF FM

DJ: Gerry Cosgrove as Morgan Merryweather

ì Non piu andrai farfallone amorosoî from Le Nozze di Figaro written by Wolfgang Amadeus Mozart ñ erformed by Sesto Bruscantini and Teresa Berganza with the Orchestra e Corodi Roma della RAI: conducted by Zubin Mehta

ì Chi mi frena in tal momentoî from Lucia di Lammermoor written by Gaetano Donizetti ñ Performed by Renata Scotto, Luciano Pavarotti and Piero Cappuccilli with the Orchestra Sinfonica e Coro di Torino della RAI conducted by Franchesco Molinari

ì Libiamo neilieti calicii from La Traviata written by Guiseppe Verdi ñ Performed by Renata Scotto, Jose Carreras and Sesto Bruscantini, conducted by Nino Verchi

ì Finchíhan del vinoî from Don Giovanni written by Wolfgang Amadeus Mozart ñ Performed by Sesto Bruscantini, Nicolai Ghiaurov and Alfredo Kraus with the Orchestra e Corodi Roma della RAI, conducted by Carlo Maria Guilini

ì O mio babbino caroî from Gianni Schicchi written by Giacomo Puccini, performed by Tito Gobbi, Cecilia Fusco and Renzo Casellato with the RAI Orchestra & Chorus, Milan. conducted by Massimo Pradella

ì Le Donna E Mobileî from Rigoletto written by Guiseppe Verdi, Performed by Luciano Pavarotti and Renata Scotto with the Orchestra and Chorus of Teatro Comunale of Florence conducted by Carlo Maria Giulini

All above recordings courtesy of Opera diOro Records and Allegro Corporation, www.allegro-music.com

K-JAH

with Horace 'the Pacifist' Walsh - Herman Stephens aka 'Self' Produced by Hamish Brown at Wavelength Studios, London

ì Dance Of The Vampiresî ì The Mummyis Shroudî

ì The Corpse Risesî

ì Your Teeth In My Neckî

ì Plague Of Zombiesî

All from the Scientist album: i Scientist Rids The World Of The Evil Curse Of Vampiresî

Produced and Arranged by: Henry Junjo Lawes Rhythm Tracks laid at Channel One Mixed at King Tubbyís by Scientist Published by and courtesy of Greensleeves Records, Ltd.

RISE FM

DJ: Andre as Andre The Accelrator MUSIC MIX: Terry Donovan PRODUCTION: Lazlow

ì Neo (The One)î - Performed by Slyder

i Score [Original Mix]î ñ Performed by Slyder

ì Shake [revolt clogrock remix] ñ performed by Chris Walsh & Dave Beran

ì Deep Timeî ñ Performed by Shiver ì Innerbattleî ñ Performed by r.r.d.s.

All of the above appear courtesy of Generation Records

LIPS RADIO DJ

DJ: Shelley Miller as Andee IMAGING AND PRODUCTION: Jonathan Hanst

Fatamarse "Bump To The Music" Written and produced by Craig Conner Vocals ñ Nancy Jenkinson

Marydancin "Wash Him Off" Written and produced by Craig Conner Vocals - Anna Stewart

Aprilís In Paris "Feels Like I Just Can't Take No More" Written and produced by Craig Conner Vocals ñ Paul Mackie, Craig Conner Guitars written and performed by Allan Walker

Written and produced by Stuart Ross Vocals ñ Anne Somerville Boyz 2 Girlz "Pray It Goes Ok?"

Written and produced by Craig Conner Vocals ñ Raff Corrilla, Craig Conner

Da Shootaz "Grand Theft Auto" Written and produced by Craig Conner Vocals - Robert De Negro

Funky Bis "Rubber Tip" Written and performed by Stuart Ross

GAME FM

Lucy "Forever"

Hosted by Stretch Armstrong and Lord Sear as themselves

Mixed by Stretch Armstrong

Produced by Shecky Green and Stretch Armstrong for Game Records

ì Scary Moviesî (Instrumental) ñ produced and preformed by Reef

ì Weire Live (Danger)î ñ Performed by Royce Da 5i9î, produced by Rush

ì Nature Freestyleî ñ Performed by Nature, produced by

ì JoJo Pelligrino Freestyleî ñ Performed by JoJo Pelligring, produced by Rush

ì Spit Gameî ñ Performed by Pretty Ugly and Royce Da 5í9î produced by Rush

ì lím The Kingî ñ Performed by Royce Da 5í9î, produced by Alchemist

i By A Strangerî ñ performed by Black Rob, produced by

ì Rising To The Topî ñ Performed by Agallah and Sean Price, Produced by Agallah

ì Instrumental Bed 1î ñ produced and preformed by Rush ì Instrumental Bed 2î ñ produced and preformed by Rush

JoJo Pelligrino appears courtesy of Violator Records All of the above appear courtesy of Game Records

MSX FM

MC: Code breaker DJ: Timecode Produced by Timecode

MIX A: ì First Contactî by Omni Trio

Written and produced by R. Haigh ì Spectreî by Aquasky Written and produced by B. Newitt, K. Bailey, D. Wallace ì Winner Takes Allî by Rascal & Klone Written and produced by G. Lomas and S. Ward

MIX B: i Agent 007î by TJ Rizing Written and produced by J.T. Manou ì Quagmireî by Calyx Written and produced by L. Cons ì Get Wildî by Rascal and Klone Written and produced by G. Lomas and S. Ward ì Judgment Dayî by Ryme Tyme Written and Produced by S. Martins

All lyrics performed by MC Codebreaker All mixes done by Timecode All the above tracks appear courtesy of Moving Shadow, Ltd.

FLASHBACK FM with TONI

DJ: Maria Chambers as Toni IMAGING AND PRODUCTION: Sean Lynch

i Scarface (Push It To The Limit)î Words & Music by Giorgio Moroder & Arthur W. Barrow

ì Rush Rushî Words & Music by Giorgio Moroder & Deborah Harry ì Sheis On Fireî Words & Music by Giorgio Moroder & Peter Bellotte ì Shake It Upî Words & Music by Giorgio Moroder & Arthur W.

ì lím Hot Tonightî Words & Music by Giorgio Moroder & Peter

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CHATTERBOX FM

Hosted and produced by Lazlow as himself Written by Dan Houser and Lazlow

Guests: Lucien Jones, Karin Bykowski, Hank Stewart, Abbi Davis, Mellowvision.com, Paul Maloney, bernieS, Frank Fava, Kit Halsted. Joe Casalino, Dan Houser, Jay Crutcher, Frank Chavez, DJ Rush, A.M. Watson, Laura Bykowski, Navid Khonsari, Sherry Wohglmuth, Porkchop, Renaud Sebbane, Kyle Maclachlan, Sabby, Kim Schaefer, Debi Mazar, Nick Mandelos, David Connell, Reed Tucker, Jennifer Kolbe, Ami Plasse. Keith Broadus, Cameo Carlson, JD Leeds, Michael Madsen

COMMERCIALS

All commercials written by Dan Houser and Lazlow Produced by Lazlow

Voiced by: Stephanie Roy, Gerry Cosgrove, Sean Lynch, Lazlow, Alex Anthony, Jonathan Hanst, Chris Silvestro, Jeff Berlin, Shelley Miller, Ron Reeve, Maria Chambers, Alana Silvestro, Alice Saltzman, Dan Houser, Frank Chavez, Craig Olivo, Laura Bykowski

credits

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ART DIRECTOR Aaron Garbut

TECHNICAL DIRECTION Obbe Vermeij Adam Fowler

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ANIMATION Alex Horton Lee Montgomery

AUTO DESIGN Paul Kurowski

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Andrzej Madajczyk
Mark Hanlon
Alexander Roger
Raymond Usher
Graeme Williamson

SOUND DESIGN & MASTERING Allan Walker

AUDIO PROGRAMMING Raymond Usher

SCORE Craig Conner, Stuart Ross

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TESTERS Graeme Jennings, David Murdoch, David Beddoes, Edwin Smith, Mark Flett, Michael Sutherland

TECHNICAL SUPPORT Lorraine Roy Christine Chalmers

STUDIO MANAGER Andrew Semple

ROCKSTAR

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PRODUCER Dan Houser

DIRECTOR OF DEVELOPMENT Jamie King

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ASSOCIATE PRODUCER Jeremy Pope MUSIC SUPERVISOR Terry Donovan

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Jeronimo Barrera

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QA MANAGER Jeff Rosa

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AUDIO DIRECTED by Dan Houser

AUDIO PRODUCED by Renaud Sebbane

CAST:

FRANK VINCENT as Salvatore Leone JOE PANTOLIANO as Luigi Goterelli MICHAEL MADSEN as Toni Cipriani MICHAEL RAPPAPORT as Joev Leone **DEBI MAZAR as Maria** KYLE MACLACHAN as Donald Love ROBERT LOGGIA as Rav Machowski **GURU** as 8-Ball SONDRA JAMES as Momma LIANA PAI as Asuka LES MAU as Kenii **CYNTHIA FARRELL as Catalina** AL ESPINOSA as Miguel **CHRIS PHILLIPS as El Burro HUNTER PLATIN as Chico WALTER MUDU as D-ICE CURTIS MCCLARIN** as Curtly **BILL FIORE** as Darkel **CHRIS PHILLIPS as Marty Chonks HUNTER PLATIN as Curly Bob WALTER MUDU as King Courtney** KIM GURNEY as Misty

MOTION CAPTURE

Phil the One-Armed Bandit

HUNTER PLATIN as

TECHNICAL DIRECTION by Alex Horton DIRECTED by Navid Khonsari PRODUCED by Jamie King and Renaud Sebbane RECORDED at Modern Uprising Studios, Brooklyn

ACTORS: Renaud Sebbane Giselle Jones Stephen Daniels Robert Stio Jenny Gross

PEDESTRIAN DIALOGUE

WRITTEN by Dan Houser and Navid Khonsari and James Worrall DIRECTED by Craig Conner, Dan Houser and Lazlow PRODUCED by Renaud Sebbane

CAST:

Hunter Platin, Dan Houser, Renaud Sebbane, Maria Chambers, Jeff Stanton, Rvan Crov. Deena Berman. Alice B. Saltzman, Alex Anthony Sioukas, Sean R. Lynch, Amy Salzman, Colin McShane, Corey Wade, Gerald Cosgrove, Stephanie Roy, Doris Woo, Joseph Greene, Lazlow Jones, Hsiang Lin, Steve Michael Robert, Mathew Murray, Richard Huie, Garvin Atwell, Steve Knezevich, Yukimura Sato, Frank Chavez, Liezl Jacinto, Canaan McKoy, Adam Davidson, Lance Williams, Neil McCaffrey, Laura Paterson, Rey Concepcion, Charles Herold, Andrew Greenwald, James Mielke, Peter Suciu, Alex Odulio, Don Nkrumah, Kendall Pittman, Sal Suazo, Erek Mateo, Chris Difate, Leila Milton, Darren Zoltowski, Virginia Smith, Kevin Cassin, Jason Shigemori, Kelly Kinsella, Mollie Stickney, Stanton Sarjeant, Laura Walsh, Mark Garone, Joanna Sly, Elizabeth Howell, Ana Hercules, Shirley Irick, Kashona Fields, Joel M. Lilje, John Dibenedetto, Nancy Giles, Ryan Croy, Jennifer Kolbe, Liam Burke, Sigrid Preissl, Anita Fitzsimons Philippa Raselli, Wil Quesnel, Falko Burkert, Sara Sewell

RADIO STATIONS AND MUSIC

PRODUCER FOR DMA DESIGN Craig Conner and Stuart Ross

SOUNDTRACK COORDINATOR Terry Donovan

PRODUCER FOR ROCKSTAR GAMES
Dan Houser

EDITED by Craig Conner, Allan Walker and Lazlow

DJ BANTER AND IMAGING written by Dan Houser and Lazlow

SPECIAL THANKS TO: Nick Love, Little T, Alex Mason, Judy Henderson Casting, Hamish Brown, Chrissy Hoban, Innes Ricard, Lilion Brozska, Bob Hillary, Emily Anderson, Richie Henderson, Justin Chisholm, Szufelka & Rodzinka, Anne Morgan Spalter and Ed Bielawa, Tommy, Christine and Monkey, Alan McGregor, Martin & Claire Logan, Jennie Baillie, Willie Pettigrew, Pete Smith, Rita Liberator, The Angry Captain, Sandra Hutton, Rob Playford

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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.

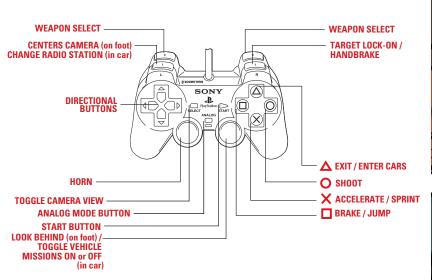
<u>EOVERNING LAW</u>: This Agreement shall be construed (without regard to conflicts or choice of law principles) under the laws of the State of New York, as such law is applied to agreements between New York residents entered into and to be performed within New York, except as governed by federal law. 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, Dev 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 LICENSE, YOU MAY CONTACT IN WRITING

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