Theodore Is Dying: From Development Through Distribution

2013

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THEODORE IS DYING:
PRODUCTION OF THE FEATURE FILM
FROM DEVELOPMENT THROUGH DISTRIBUTION

by

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B.F.A. University of Central Florida, 2006

A thesis submitted in partial fulfillment of the requirements
for the degree of Master of Fine Arts
in the Department of Film
in the College of Arts and Humanities
at the University of Central Florida
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ABSTRACT

Theodore Is Dying is a feature length film written and directed by Ryan Ceri Pomeranz. It was undertaken as a partial fulfillment of the requirements to receive a Master of Fine Arts in Film and Digital Media from the Department of Film in the College of Arts and Humanities at the University of Central Florida.

The film aims to explore both the immediate and the long-term effects of choices made by four people at specific moments of demarcation in their lives. Structurally, the film is presented in an episodic and non-linear style that attempts to examine each protagonist’s own set of conflicts, while simultaneously exposing how the choices they make affect one another.

The film’s production presented many unique challenges to our producing team, cast and crew such as shooting on location in Scranton, Pennsylvania, over one thousand miles from home and figuring out where to allocate funds from our “ultra-low” budget. These challenges were met head on and often times acted as catalysts for rethinking the way that films at our budget level could be produced. As a result, the following account of the making of Theodore Is Dying, from development through distribution, aims to contribute these ideas to the larger conversation about the role of Ultra-Low Budget Filmmaking in the modern filmmaking landscape.
For Mary Johnson, whose unceasing positivity and refusal to relinquish her convictions continue to inspire me.
ACKNOWLEDGMENTS

My time spent as both an undergraduate and later a graduate student in the UCF Film Department has, to a great deal, influenced who I’ve become both as an artist and as an adult. The creation of *Theodore is Dying* wouldn’t have been at all possible without the academic, intellectual, and moral support of the entire faculty and staff. Working with Ula Stoeckl has been a distinct privilege and her unrelenting support, advisement, and friendship have pushed me to develop my own cinematic voice. I also owe great thanks to Steve Schlow, Lisa C Peterson and Randy Finch who taught me to look at film production in new ways and to challenge established principles.

I must also thank the entire cast and crew of *Theodore is Dying*. What success this incredible undertaking finds is only the consequence of their commitment, their energy and their patience. I thank Becca Kenyon, Alix Duggins, and Meredith Kaulfers for their loyalty and incredible resourcefulness. I thank my cinematographer, Scott Uhlfelder, for lending his incredible talent and eye to the film. I thank my composer, Jason Kupfer, whose musical talent is only met by his incredible story telling sense. I also thank the main cast, Kevin Laibson, Katherine Waddell, and Bob Walz for their talent, resilience and dedication. Most of all I thank Allie Kenyon, my partner in crime, whose devotion and talent go unmatched.
Finally I am forever indebted to my mother, father, sister, grandmother and Aunt Margie, who have provided me with unceasing support, courage and resources. They make this whole thing worth it.
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The making of *Theodore is Dying (TID)* has been both at times incredibly exhilarating and an exercise in resilience. In either case, it’s been an amazing learning experience artistically, professionally, and personally. Throughout the entire process I’ve never lost sight of what an awesome privilege I have been afforded to have the opportunity to even attempt such a massive undertaking. The following document aims to distill this experience with the hope that others may learn from our successes and failures.

**Development**

**The Script**

The script for *Theodore is Dying (TID)* wasn’t actually written simply during the development stage, but actually continuously altered during pre-production, and even to a great extent in the editing room. The length of the writing process before production was due in large part to changes that had to be made based on the reality of what we were able to gain access to. For instance, in the original script, the character of Clair hits a deer with his car. After looking into
whether we’d be able to manage this effect convincingly, it was determined that the accident would happen off screen. This worked out well, as we were able, in post production, to alter the structure of the film and insinuate that Clair has a vision of Huggy, the large red puppet he remembers from TV as a child, whom he later meets and talks to in a cave.

When I first sat down to write the film, I started with a theme that was, at the time, very prevalent in my mind. I had just gotten out of a relationship that had lasted seven years and had essentially encompassed my transition from adolescence into adulthood. When it ended, I felt as if the entire structure of my being had crumbled. I often compare myself at that time to a deer in headlights, stunned and unable to react. It was as if all the rules had suddenly changed without warning and any plans I had and any goals I’d been working toward were suddenly seemingly without purpose. This reaction to abrupt and severe change is the overarching theme in Theodore is Dying.

The Characters

The characters and plots that make up the film were then pieced together from my own recent experiences as well as from different scripts and ideas for short films that I’d had. The character of Theo, an elderly man working as a gigolo to make ends meet after the death of his third wife, was based on my grandfather, Bernie. He was a traveling salesman, women’s clothing designer,
and all around entrepreneur who’d had three wives over the course of his lifetime and had left them all only to die alone in an apartment with rented furniture.

Renee’s character came from a short film I had written a few years prior and her story felt natural and indigenous to the universe of Theodore is Dying. Renee, the youngest character in the film at the age of fifteen, suddenly finds herself caring not only for her own needs, but for those of her heroin addict mother while stranded in a mostly deserted lake town in the dead of winter. Her actions, for the most part, reveal the lack of maturity that would seem consistent with being a teenage girl. The way she reacts, however, to the serious issues she is facing, and the responsibility she assumes for the care of her ailing mother show that when it really matters, Renee is the most emotionally mature character in the film.

The idea for the character of Donald came out of the city of Scranton itself with its terrible fall from grace as a formerly prosperous mining town, and the subsequent rise in crime and drug use that continues to plague it today. Donald, a disgraced children’s television personality and subsequent crystal-meth addict, exemplifies the fate of someone who makes the choice to give up when faced with sudden change.

Finally, the character of Clair was based on my own struggle with change and in so much as I was going through that experience during the early stages of development, the script leaves his story open-ended.
The Structure

While both the shooting script and the final cut of the film do follow a temporal logic, I think that it actually ends up being less important than I initially thought it would be in terms of how the audience will follow the events of the film. More emphasis is put both on associations between the characters; the ways they mirror each other and the ways they differ, and on the juxtaposition of their choices, than is put on what comes first or second in the grand timeline of the film.

The film actually takes place on two separate timelines, which we continually cross cut between throughout the film. They are split between the events that occur prior to Theo’s death and the events that occur after he dies.

Producers

The success of our production owes itself to the hard work, dedication, and support of so many people, both on set and off. There are, however, a few people that have truly taken this journey
with me from day one and who somehow continue to keep absolute faith in the project and deal with every obstacle unceasingly. I knew, as I started searching for a producer, how incredibly important the decision was going to be. One thing I’d learned, as an undergraduate, was that the people you surround yourself with can make or break your production. I was lucky enough, before TID, to work with people who were smarter than I am in really important ways, but I’d also witnessed and been on productions that were either completely miserable for the cast and crew, or that fell apart entirely because of the lack of a decent producing team. Having seen and experienced both sides of this coin, I set out looking for producers that shared specific qualities.

It was less important to me to find people that knew all the answers than it was to find people that were resourceful enough to work with me to find our way around a problem. It was also exceedingly important to me to find people that wouldn’t be afraid to argue with me if they disagreed with an idea. Too often, on student films especially, I find that the creative and production department heads see their jobs as simply to implement directives, rather than to take initiative. Basically, I knew I wasn’t going to be able to succeed alone; that I needed a partner or partners that would share the stakes with me.

Looking back, there would have been one more quality I would have searched out in a producer: the ability to read social cues and act accordingly. This is something that may seem obvious or even maybe too fine a detail to pick out in someone’s personality, but I think it’s maybe the most important quality a producer at our career and budget level can possess. A production such as ours with no cache behind it and limited funds can only survive with the aid of the people we inconvenience the most. Convincing property owners to let you use their space at no charge, or
convincing actors or crew to work way below their pay scale isn’t possible without a producer who realizes the sacrifices they’re asking of these people. I think producing requires a combination of tenacity and common sense that few people possess naturally, and ultimately it’s about finding the balance between these two qualities that is going to determine the success or failure of a production.

I ended up approaching two people for the role of producer: Allie Kenyon, and Christina Santa Cruz. Christina and I had worked together over a couple of years during the summer for the New York Film Academy. Her role during the development and early pre-production of the film was absolutely vital and she was instrumental in helping us set the stage for production. She even moved to Scranton for a month so we could start cementing locations. At some point, unfortunately, I could tell that she wasn’t having fun, and that her heart wasn’t in it. In November, went home for what was supposed to be a few weeks, and decided while there that she wasn’t going to return for production. We haven’t spoken much since then, and certainly there was tension between us, but absolutely I am grateful for the work she did. Knowing Christina, I can absolutely understand the pressure she must have felt and how difficult it must have been to leave and I admire her for being honest with us and true to her own needs.

Allie Kenyon and I met and became friends when I was a Graduate Teacher’s Assistant for her Directing I class only three months before I asked her to produce. Without a doubt the best decision I made personally throughout the process of making this film, was to approach Allie. She has been not only an incredible producer, but also an amazing influence on me personally,
and she probably deserves more than half of the credit for the film getting finished at all.

When Allie, Christina, and I sat down to start producing *TID*, the thing we all knew and agreed to out loud, was that making this film, if nothing else, was going to be an incredible learning experience. Now, nearly six years later, the conversations Allie and I have are absolutely infused with this education. Ultimately when I look back at this surreal, consistently daunting and occasionally exhilarating experience, I believe the story of this production will for me, be largely the story of our friendship and the way that together we grew up during this process.

Raising Money

Capital for the production of *Theodore is Dying* was, in the end, raised mostly through private investment and the production succeeded beyond that mostly by way of in kind donations of materials and time. However, it certainly wasn’t for lack of trying, as much effort was put into attempting to raise money through donations. In late 2008 we shot a short film based on scenes from the feature script. Entitled, “Driving and Crying”, the film centered on one crucial scene from the feature script where the character of Clair finds out that his girlfriend, Laura, is seeing a short order cook from the diner she waitresses at. Kevin Laibson, already cast in the part of Clair for the feature, flew in from New York and the film was shot over two days in Orlando and Sanford. Our intention was to use the short not only as practice for both me directorially and
Allie and Christina in a producer capacity, but also to have a produced piece with which to raise funds.

A fiscal sponsorship was set up through The Enzian Foundation in order to allow people to make tax-deductible donations to the film, and two fundraisers were held. Both the Orlando and Ft. Lauderdale fundraisers were great in terms of garnering a little press for the film, but neither could be called a great success in terms actual funds raised. In the end I think both events were able to do little more than break even.

Theodore Is Green

Early on in the development process we were trying to find a way to help our money raising effort stand out. At the same time Allie and I were looking for something that Becca Kenyon, Allie’s sister and also my good friend, could spearhead during development. Becca had made a couple of great documentaries as part of the World Cinema program at UCF that dealt with environmental issues such as recycling. She was also constantly talking about environmental issues and had set up Green initiatives at the “Guess?” store she was working at. That got us thinking that having a green set and promoting environmental issues could provide us with an extra talking point with which to give incentive to the press over the entire course of the film’s production.
The green initiative that we undertook, appropriately called “Theodore Is Green”, was subsequently conceptualized and put into place by Becca, who took on the additional, albeit invented, title of Environmental Impact Coordinator. Before we decided to move forward with making our set as carbon neutral as possible, we needed to determine which practices were going to be cost effective. It was also important that the production was able to find a way to exploit the effort by helping us garner publicity and if possible, to actually save us money. With this objective in mind we ended up partnering with the Environmental Media Association (EMA), and using their list of guidelines and parameters as a starting point with which to determine what ideas would be feasible at our budget level. The EMA’s mission, apart from recognizing films that promote an environmental message, is also to act as an on set auditor to determine whether a set meets the requirements to be considered environmentally conscious.

When all was said and done, “Theodore is Green” was a huge success. It turns out that many of the guidelines set up by the EMA were consistent with the limitations we faced simply by working at an ultra-low budget. Guidelines such as shooting digitally in order to avoid using the harmful chemicals that coat film stock and are used in the processing of film, and the implementation of a paperless production office were especially easy to accomplish, as we couldn’t afford to operate any other way. Other initiatives we introduced included ordering steel canteens for the cast and crew to refill in lieu of bottled water, and establishing an on-set recycling program. During the third week of production the EMA sent an auditor to the set, and the following September, Theodore is Dying became the first ultra-low budget film ever to be
awarded the Green Seal. Additionally, we were able to garner contributions from 7th Generation, and environmentally friendly cleaning supply company, and Earthshell, the maker of corn based plates and utensils.

**Pre Production**

**Locations**

From the beginning I knew that I wanted to shoot *Theodore is Dying* in Scranton, Pa. In a lot of ways I feel like the characters in the film are mirrors of the city itself. Scranton exists in somewhat of a bubble; seemingly searching for whatever get-rich-quick scheme it can exploit to crawl its way out of the economic hole it's found itself in since the decline of the mining industry almost a century ago. Despite a once a decade attempt to revitalize downtown Scranton and jump start the local economy, the city continuously finds itself falling further and further into debt even to the extent that Mayor Chris Doherty made national news in July of 2012 for a controversial proposal that cut pay to city workers, including firemen, to minimum wage in order to repay the city’s debt and balance the budget.

Another great example of this pattern is the film commission that opened in downtown Scranton after the success of the show “The Office” in 2005. When we shot my undergraduate thesis, “The History of Pennsylvania”, in Scranton in 2005, they had just opened up an office in a high rise
building downtown and the feeling in the air was one of excitement for things to come. The film commissioner, Paige Balitski, was intent on making sure we knew how in demand Northeast Pennsylvania was for production, listing off the numerous commercials and TV shows that were on the horizon. When we returned to film *Theodore is Dying* only four years later, not only had they given up the fancy office but also essentially shelved the entire commission. When we inquired as to how to get official permits for shooting on city property we were sent to the same office that you would visit in order to get a permit to open a McDonald's franchise. In the end permits were neither required nor were they available if you wanted one. We were instructed to simply call the local police station and inform them of our plans.

In September of 2009 I moved from Orlando to Scranton to begin location scouting. The script for *Theodore is Dying* had an ambitious number of both interior and exterior locations and so after moving in and getting settled I dedicated most of my time to driving around and scouting potential places to shoot.

**Casting**

Prior to even setting foot in Scranton, two of the three major roles in the film were already cast. Clair, arguably Kevin Laibson, a good friend and colleague I had met working summers during college for the New York Film Academy, if judging simply by screen time alone, played the lead
role in the film. This same summer gig was also responsible for introducing me to Katherine Waddell, who went on to play the role of Renee. Katherine was part of the high school acting program the second summer I worked there. After the program ended, Katherine and I kept in touch over Facebook, and when it came time to cast the role of Renee, I knew immediately that I wanted her to play the part. At that point I had seen her act only in silent short films made by other high school students, which isn’t generally the best example of someone’s talent or skill as an actor. When Katherine and I would discuss the part, however, I knew she understood the character. At the risk of sounding cliché, I could also tell that in so many ways Katherine is Renee. They share the same reserved awareness of their surroundings, and a reluctance to speak out. As long as she looked in the right direction and said all the lines, I had no doubt that we were going to be fine. Incidentally, her performance in the film absolutely reinforces my hunch.

In sharp contrast to the ease at which we cast the roles of Clair and Renee, the rest of the roles, including our titular character, Theodore, were much more difficult to cast. Shooting with an ultra-low budget in Pennsylvania meant that in some cases our resources were more limited than they would have been had we decided simply to shoot TID in Orlando. For the most part, and mostly due to the ingenuity and resourcefulness of my producers, these limits were overcome with minimal residual effects to the production and to the final piece. In some cases, however, I do feel like we found ourselves at a disadvantage.

It was easy enough to find actors for many of the smaller supporting roles in and around Scranton, but for the remaining lead role and for some of the bigger supporting roles, it was important that we had access to a larger, more experienced and classically trained group of
actors. This was especially important to me as a first time feature director. Coming into

*Theodore is Dying*, I’d had no experience working with actors on a project as large as this, and very little experience working with actors otherwise. Furthermore, some of the scenes in the film are incredibly intense and I knew that they would require a decent amount of work from the actors; work that I wasn’t completely sure I was up to the task of guiding them through. In a way I suppose my hope was that actors with more experience than I had would be able to fill in the gaps between my intentions as a director, and my ability to articulate those intentions effectively in a way that would be productive to an actor. To this end, the decision was made to hold auditions in New York, and also to seek out SAG actors for the major roles.

It’s hard for me to determine, even at this point, whether it was worth it for us to go through all this trouble. On the one hand, a few of the actors that we ended up casting from our auditions in New York, both SAG and non-SAG, were consummate professionals and went on to give what I think are incredible performances in the film, but this also wasn’t always the case.

Holding auditions in New York also came with its own set of issues. Because we were limited a great deal by the amount of time and resources we were able to allocate to day trips to the city, and renting audition space, I feel like we weren’t able to see enough actors or hold enough callback auditions to play those actors against each other. The question remains, however, if we would have been able to find actors suitable for the roles had we simply cast from the pool of actors we had access to in Scranton. In any case, the experience of casting *TID*, has cemented for me the importance of the audition process. The line that can be drawn from work done in
Production Design

Except for a few key elements, production design for the film was largely practical. In many cases locations were used as is, with a few added elements here and there as the script demanded. This was always our intention: to use Scranton and the particular architecture and interior design already present. Becca Kenyon did an incredible job of going into these locations and adding or removing things as necessary. She also took charge of wardrobe and makeup, learning how to add cuts and bruises to Clair’s face as he progressively becomes more and more beaten down and disheveled.

One of the key elements in the script that we knew going in was going to be a challenge, was the costume for Huggy, Donald’s friendly monster alter ego. Not only did we need someone to build the costume from scratch, but we also needed him or her to design the character. We met with a couple of major puppet designers in New York and understandably neither of them was willing to work within the budget we had. We were fortunately connected with Carolanne Voltarel, who not only designed and built the entire Huggy costume, but also actually traveled to Scranton and stayed on set to help us with
production design and makeup. Huggy is described as being a character on a local Pennsylvania children’s show, so we knew it had to look patched together to a certain extent. Huggy also appears to Clair at the end of the film and interacts with him directly, not as a man in a costume, but as a vision of the character itself. Therefore it was also important that Huggy was able to exist for Clair as he would have in the universe of the show Clair watched as a kid, meaning that the design couldn’t appear too shabby. We didn’t want the audience thinking of the man in the suit when he appeared to Clair at the end of the film. Incredibly, Carolanne struck this balance perfectly with the limited budget and resources she had access to.

The other major issue we knew we would face was vehicles, specifically Clair’s car, which as the film opens is turned over on the side of the road, and the drug dealer Chris’ van, which appears in multiple characters’ storylines. The car that Clair drives throughout the film was found at a junkyard and lent to us for the length of the film. When we got it, the car was barely functional and actually ceased only the day after we shot our last scene with it. When we see the car upside down in the film, we’re actually looking at a different vehicle. Luckily the junkyard where we found our original picture car had another car of the same make, model and color. The scene was actually filmed at the junkyard itself, where they were nice enough to flip the car with a forklift for us. Chris’ van was another lucky find. It came to us through a friend of a friend and we were able to use it at no cost.
Production

Principle photography on the film began in early February of 2010 and lasted for twenty-two days. With little variation, the shoot went as smoothly as we could have hoped, mostly due to prep work done by Allie, Becca, our 1st A.D., Alix Duggins and our Production Manager, Meredith Kaulfers. The key in many respects, to the production’s success, was our ability to be flexible and to adapt to situations that were out of our control and it was their preparation that afforded us this flexibility.

One particular morning found the entire city buried under more than a foot of snow. After spending an hour digging out the picture car, it wouldn’t start. Unfortunately this was precisely the morning that we were supposed to shoot a major scene between Clair and his friend Dan that took place in the car. Based on the availability of the actor that played Dan in the film, this meant that the scene we were supposed to shoot in the car that morning was going to have to be moved somewhere else. To make matters worse, an actor we had cast in a smaller role for a scene later that morning couldn’t make into the city to shoot. In quick succession, however, a location was found that fit the scene well enough without changing its meaning, and through connections Allie had made, another actor was found to take over the role. Their resourcefulness and skills problem solving saved the production in this way many times. Any “fires” that sprung up were dealt with in a way that caused a minimum of disruption to the production, at times to the extent that I wasn’t even aware of an issue until after it was resolved.
The Camera

It was determined fairly early on, by both myself and by my Director of Photography, Scott Uhlfielder, that we wanted to avoid shooting on a DSLR. One of our concerns was the lack of ability of these cameras to shoot in low light situations, as the film does contain a decent number of scenes that take place outside at night. I had also noticed that most films I’d seen shot with a DSLR tended, in most cases, to use an incredibly shallow depth of field. One thing that was important to me about shooting in Scranton was the landscape of the city itself. Since the lion’s share of the city is contained in a valley, it provided us with many opportunities to create incredibly dynamic, layered compositions, with the city perched on a hill in the background. In order to exploit the natural features of the area, we intended to use a lot of deep focus. We did, however, need to find a camera that would allow us the same flexibility that a DSLR provides in terms of its size and ease of use.

Allie, through an ad on Craigslist, connected us with a production company out of Philadelphia called Harmonic Distortion Productions. After meeting with the head of the company, Stephen Tucker, and showing him “Driving and Crying”, the short film we had produced in order to raise funds, Stephen signed on as an Associate Producer and additionally came on board to do our production sound. Stephen had access to two cameras: a Sony EX-3 and a RED. While at first our intention was to use the RED because of it’s higher resolution and on set color timing capabilities, we determined that the complexity of the workflow and the heft of the camera had the potential to become a liability on set. Furthermore, the RED would also require us to use prime lenses. While prime lenses were my preference initially, it was more important for us to be
able to move quickly and to avoid as much time between camera set-ups as possible.

The EX-3, by comparison was light enough and small enough to allow us flexibility of movement. More importantly, it shot beautifully with minimal grain in low light situations. Although I was concerned at first, we ended up shooting the entire film with the stock lens, and I couldn’t be happier with the results.

Aesthetic

*TID* was shot largely handheld and used natural lighting whenever it was available. Shooting this way was absolutely vital to the production and to the film itself in the sense that it allowed us to spend the bulk of our time actually shooting instead of setting up.

Despite the casual nature of the camera movement and the lighting, it was important to me that the film still retain a formal sense compositionally and temporally. The film focuses on characters mostly dealing with themselves, their inner conflicts, and their lack of ability to communicate. My fear was that an image rooted in cinema verité, would make the audience feel like a part of the action, and would run counter to the content. I’ve always envisioned *TID* as a story told at somewhat of a distance, not as a visceral experience. An aesthetic rooted in newsreels and documentary footage is often used to make the audience feel as if they are there,
in the moment, and to give the film a sense of reality. While at specific points, inferring this type of meaning was useful to us, such as when Clair is lost and wandering through the woods, for the most part we wanted *TID* to exist in a universe somewhat separate from the one that the audience inhabits, just as we all inhabit our own personal parts of our larger universe.

As a result, master shots tended to be shot at a wide enough angle to reduce camera movement and to allow the action to simply occur without calling attention to it. Camera movements were planned out to the extent that they would have been had the camera been sitting on a tripod on the ground or on a dolly.

Scenes in the film tend to alternate between movement and conversation. Scenes that are more intimate or where dialogue ramps up in intensity were shot and edited in mostly close-ups. This reinforces the sense of the bubble the characters live in, unaware of the outside influences that effect them.

**Performance**

One of the aspects of directing that I feel as if I need a lot of work on is working with actors and learning the process that an actor goes through when taking on a character. There were plenty of moments on set where I would resort to simply giving an actor the blocking and discussing their
motivation. In many cases, this was enough, but in certain instances I absolutely felt as if I didn’t know how to articulate clearly enough what I was looking for. As a result there are certain scenes in the film where the performances seem stilted, or hollow.

I think that part of the reason I had as much trouble as I did was because due to the limitations of time and money we found ourselves under, there wasn’t nearly enough time to rehearse. In many cases I would be given a day or less with an actor and this simply wasn’t enough time to cover the important material. This wasn’t even enough time to get to know the actors in any real way, let alone enough time to gain their trust and break through the awkwardness innate in working with strangers.

While some of the actors, like Katherine Waddell, didn’t seem to need more than I was able to give them in terms of direction, a few of the actors had real issues when we’d begin to roll camera. On Bob Walz’s first day on set, we spent a few minutes going through the scene we were getting ready to shoot and everything seemed like it was going fairly well. It was a scene we actually had rehearsed and Bob seemed to be recalling the few notes I had been able to give him. When I called, “Action” however, he went completely blank. The scene we were shooting, where Renee and Theo meet for the first and only time, was crucial to the third act of the film. Take after take found him unable to complete the scene. Words would seemingly get stuck in his throat. Eventually we were able to get enough takes that I was at least certain that we’d covered the entire scene. When I watch that scene now, I can absolutely tell that both Katherine’s and his performances feel forced and distant.
The issue isn’t even necessarily that Bob couldn’t remember his lines. For all I know, this isn’t uncommon for an actor to experience. I can understand how pressure and stress could render your mind blank. The issue becomes that I have no experience in working with an actor in this state. In the future, before I find myself in a similar situation, I’m going to have to take some acting classes and research methods of communicating with actors.

Post Production

The post production process on TID has, unfortunately, been plagued by a series of delays that has left us almost three years to the day since we wrapped production, without a completed product. It would be an understatement to call this a frustration, and to a certain extent I do feel like the process has left Allie and I feeling demoralized. No matter how we push, it constantly seems as if the film sits in an eternal state of “almost completion”. Production on TID wrapped in late March of 2010 and in March of 2013 we are on the very cusp of completion. The film is edited, ADR has been recorded and sound design is steps away from being complete. The score trickles in slowly and at this point, we’re looking at a completion date that falls somewhere in between April and May of this year. That said, I almost hesitate to put a time frame on it at this point, as in the past this has simply ended up acting as a deadline for disappointment.
The reasoning for this struggle, I believe, comes from a combination of things, stemming both from the editors, and from me.

**Working with the Editors**

The goal, initially, was to start the editing process in earnest the month after production wrapped. Our initial editor, Eric Carden, had however recently moved from Orlando to New York City, and my plan was to follow suit after my summer job in Orlando wrapped up in August. Believing that it was in the best interest if the film, we pushed back our start date to a time when we could be in the same room. When Eric and I did finally sit down in front of the film and he began to go through the footage, it became immediately apparent to me that he wasn’t going to be able to dedicate the time and attention to the cut, that it was going to need in order to come together.

For one thing, Eric had recently gotten a job as an assistant editor and he was working in that capacity upwards of sixty hours a week. Of course this left him with little energy to commit to *TID* in his few remaining off hours. Time restraints also made it impossible for us to sit down together and edit the film, and meetings were relegated to reviewing work he had done on his own. Had the project been simply a question of assembling the coverage and following the script, this way of working may have been suitable. Unfortunately, many of the scenes weren’t without problems that stemmed both from the writing and simply the realities of production. Consequently this pattern of watching a scene he’d assembled and then giving him notes on the
scene was simply unproductive and slowed the process down to a crawl. Three months after he began editing we only had three quarters of the film assembled. I concluded at this point that I wasn’t going to be able to get from Eric what I needed and expected from my editor and I decided to look for someone to replace him.

My experience working with Dan Brown was marginally better. I had met Dan when he ran the editing lab at New York Film Academy and I knew that he was actively looking for a project to work on. Dan, however, lived in Indiana, so this was another situation that was going to be less than ideal. Dan did work, in earnest, for a few months and got the film to rough cut status. Following this, I decided that ultimately, I was the only person who knew the film well enough and had the drive to put the necessary work in to see it to completion.

I had deliberately made an effort not to edit the film myself, because it was hard for me to maintain any sense of objectivity. When I looked at my footage, all I could see were the problems. This made it difficult to find performance. My availability was also an issue. I was working a full time job and so my editing times were relegated to nights and weekends. After months of struggling and cutting down, picture lock was reached in November of 2012.

The real solution to these issues would have been, of course, to pay someone for their work, and had that been a possibility it would have been a no-brainer. Even if we’re relying on someone’s good will, it’s difficult to overestimate what that work is worth. More than ever, time for pro-bono work is thin. Understanding this, and not having the foresight to plan for it in our budget
was an oversight. Had I also decided to stay in Orlando until we reached picture lock, I would have had access to resources at UCF that could have helped move things forward at a faster pace.

Sound and Music

Compared to the editing process, sound design and music have gone relatively smoothly. Julian Evans, who has done a remarkable job so far, is completing sound design. ADR was completed over a series of weekends, and luckily, all of the actors in major roles that required dialogue replacement were at least semi-local to New York City. The only person we weren’t able to get into the sound booth played a very small role. The character, named in the script as Utility Company Receptionist, has only a few lines, and we ended up simply replacing her voice with another actor.

Foley sounds, for the most part, were intended to convey an atmosphere completely grounded in reality. “The Wire” was used as a reference in the way that it serves to give the audience context for a location. On “The Wire”, sound also serves to ground the foreground action and give you the sense that you’re simply looking in on one of a million events transpiring at that exact moment.

When Jason Kupfer and I began talking about the score for the film, we needed to find a way to
give it consistency, while also realizing that each character’s storyline struck a slightly different chord. My fear was that each character’s theme would be too disparate and therefore break the connections and the bonds that we’d created on set and in the edit. It could too easily feel like a soap opera, where each character has their own defining theme. For our purposes, I think this would have the effect of taking the audience out of the story.

**Distribution**

Before determining our strategy for the marketing and distribution of *TID*, we’ve had to essentially sit down and figure out what our benchmarks are. In doing so we’ve figured out that the bar is set differently and greatly dependent upon perspective. It seems like common sense at first, to assume that the success of the film and our own personal sense of fulfillment would run completely parallel to each other. The film is “ours” after all and were the film to gain some kind of notoriety, it would in turn serve our career ambitions.

This is, of course, a perfectly accurate notion if indeed the film does go far and become well known. When I think of my own career, and my personal sense of artistic fulfillment on the other hand, I can define success with a different set of values. Put simply, my goal is to get the film seen, and the measure I’ll use to determine the film’s success for me personally will be based on
simply how many eyes we’re eventually able to put the film in front of. Whether those eyes are seated in a movie theater in Times Square, or in front of their computers at Starbucks is less important, especially now when there are so many alternative mediums and modes of distribution.

That said, whether TID can be called a successful film is defined not only by Allie’s own agenda, and mine, but also by the interests of our investors, and our own concern with making worthwhile the tireless efforts of our cast and crew. While it’s not my only priority, I do feel compelled to make every effort to make the film profitable or if nothing else, recoup its costs. Of course, there’s a very decent chance that we won’t meet this goal but in attempting to do so, I feel like we may run across other opportunities to take advantage of the work we put into making it. With all of these variables in mind, we have an initial strategy that I think sets us up well. Understanding the need to allow ourselves the flexibility to change strategies should need or opportunity arise is also going to be important as we move forward.

The Plan

The unfortunate fact is that I’m not sure that we have a film that will do well on the festival circuit, and certainly this remains to be seen. I certainly think it’s important for us to submit the
film to festivals, but to base our strategy on waiting for one of the top tier festival deadlines or to focus our efforts at getting the film picked up for distribution in this way seems like just wasting time. If we do make our money back, it won’t be based on using the traditional model of indie-film distribution, where a film is acquired for distribution after screening at Toronto or Sundance. Our strategy, plainly put, will be quantity over quality. This isn’t to say we shouldn’t aim high, but approach our festival strategy with the goal of building a repertoire of screenings at second tier, regional U.S., international, and niche festivals. In this way we open ourselves up to opportunities and audiences in a larger variety of markets. My feeling is that with enough of these festival screenings under our belt, it should absolutely be possible to find distribution support enough to get our film available online in some official capacity, whether that be through Netflix or Hulu, for sale through iTunes, or through some avenue that remains to be discovered. While this falls in line well in terms of my own goals for the film, even if this type of distribution did become available to us I doubt any offer we’d get would completely recoup our backers’ investments.

Barring this however, and if we find no other avenue for distribution, we’ll absolutely still make the film available online either for sale or through a Creative Commons license. One thought is to release the film in parts, delivering it to the audience as a web series. The structure and episodic nature inherent in the film could find us uniquely positioned to capitalize on this type of distribution.
Moving Forward

As it stands now the completion of TID is contingent only upon the delivery of the remaining thirty percent of the score. When this last remaining puzzle piece is in place, a whole new endeavor will begin. The lessons we’ve learned so far will absolutely inform our decisions as we move forward, and the education we’ve yet to receive LOOKS to be just as, if not more enlightening in terms of figuring out how to break ground in an ever-changing media environment.

I’m excited for the future, both for myself, and for the film industry as new avenues for distribution spark advances in content. Part of this excitement stems from uncertainty for both the medium and for myself. What will films look like in five years? What will the experience of both creating and consuming media be like? Where do my talent and particular skill set fit into this new landscape? The only thing I know for certain is that wherever film is headed, I want to be part of it.
CHAPTER TWO: PICTURE

Figure 1: Clair (Kevin Laibson) offers to join his girlfriend Laura (Hollis Witherspoon) on her trip to get an oil change.

Figure 2: Theo (Bob Walz) gets a styling and a lecture from ex-wife Sydney (Kathleen Godwin)
Figure 3: A physically scarred Clair (Kevin Laibson) finds out about Theo's untimely demise from Renee (Katherine Waddell)

Figure 4: Clair's friends Dan (Michael Robert Young) and Sandra (Jenae Miller) listen as Clair recalls his traumatic previous forty-eight hours.
Figure 5: Bored and alone in a Pennsylvania lake town, Renee (Katherine Waddell) causes mischief.

Figure 6: Clair (Kevin Laibson) and Laura (Hollis Witherspoon) end their long-term relationship outside an auto mechanic.
CHAPTER THREE: RESEARCH MATERIALS

SCREENPLAY

The shooting script for *Theodore is Dying* is included below. The numbers at the top right of each page indicate script pagination.
Theodore is Dying:
And Other Tragic Tales from The Electric City

By
Ryan Ceri Pomeranz

12/18/09

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FADE IN:

1. EXT. SCRANTON DOWNTOWN - DAY

It’s the dead of winter in northeast Pennsylvania. Shots of the city. A dog barks. A siren in the distance.

2. EXT. RESIDENTIAL STREET - DAY

DONALD, a middle-aged male gets out of a pretty nice car parked on a residential street. He’s homeless, wearing a bright red Christmas sweater.

OVER BLACK

SFX: DONALD

Donald is kind of crazy. He talks to a WELL-DRESSED YOUNG MAN in the passenger seat.

DONALD

Thanks man. Thank you so much.

The well-dressed man is literally pushing him out of the car.

WELL DRESSED YOUNG MAN

Look at me. Hey.

He snaps at Donald.

WELL DRESSED YOUNG MAN (CONT’D)

Hey look at me. Don’t mention it. You pay next time though right? This is fucking business.

DONALD

Yeah, of course, man. Thank you man. Give me a cigarette.

WELL DRESSED YOUNG MAN

What?

DONALD

Can I have a cigarette man?

WELL DRESSED YOUNG MAN

Fucking Christ! What the fuck is it with you people?

He’s taking out a pack of cigarettes as he says this. He tosses a cigarette at Donald.
MAN
Here, are you fucking happy now asshole?

The car pulls away, leaving Donald standing on a residential street. He looks around, picks the cigarette up, and walks.

EXT. SCRANTON DOWNTOWN #2 - DAY

Donald wears many layers, which makes him walk with his arms slightly out from his side. He also wears a black beanie cap, that make his ears appear to protrude from his head.

He walks into a coffee shop.

INT. COFFEE SHOP - DAY

Donald waits in line, a little jittery, a little fucked up. He keeps looking forward to see how long he’ll have to wait.

EXT. COFFEE SHOP - DAY

Donald walks out of the coffee shop with his coffee and gets a light for his cigarette from a STRANGER.

EXT. SCRANTON MULT LOCATIONS - DAY

A series of shots of Donald crossing the city on foot.

Finally he enters a wide open cleared piece of land that looks over the valley.

Suddenly Donald stops. He squeezes his coffee cup, spraying coffee everywhere; he then drops the cup and brings his clenched, coffee-covered fist to his chest.

He foams at the mouth, and screams through his teeth. His eyes are wide open.

Donald drops to the ground. From far away his red sweater is like a beacon.

FADE OUT.

SUPER: MAIN TITLES

Theodore is Dying:
...And Other Tragic Tales from The Electric City

CUT TO:

8
EXT. MOUNTAIN ROAD - MORNING

A broken down snow plow sits covered in overgrowth on the side of the road.

A figure, CLAIR, crosses through the frame from right to left with a slight limp.

OVER BLACK
SUPER: CLAIR

9
EXT. PUMP N’ PANTRY - MORNING

Claire is covered in bruises, cuts and blood. He hobbles up the road toward the gas station.

10
INT. PUMP N’ PANTRY - MORNING

Clair enters the store and looks around, first noticing the PREGNANT TEENAGE CLERK that stands behind the counter. She stares back at him, chomping on a piece of gum.

Moving on, he finally comes across a box of Band-Aids. It is the last box and it’s full of little round ones.

CLAIR
Damn.

Sighing, he makes his way to the beverage fridge and grabs a soda. Placing his items on the counter, he looks up at the clerk, who says nothing, but continues chomping her gum.

CLAIR (CONT'D)
Whatever the cheapest cigarettes are.

The girl grabs a pack of cigarettes from the rack behind her.

PREGNANT TEENAGE CLERK
You old enough?

CLAIR
Yes.
She looks him up and down.

PREGNANT TEENAGE CLERK
You got blood all over you.

CLAIR
Yes, I know. Thank you.

A beat

PREGNANT TEENAGE CLERK
You get in a fight or somethin?

CLAIR
Yeah something like that. Listen, what is the total here?

She gestures at the digital read out above the register.

PREGNANT TEENAGE CLERK
Fine whatever I was just tryin to be nice. Fucking people are so rude!

Clair doesn’t respond, but puts his cash down abruptly on the counter. She looks at him, grabs the cash and returns his change.

PREGNANT TEENAGE CLERK (CONT’D)
Here let me bag that for you.

She begins bagging his items.

CLAIR
Is there a lake somewhere out here?

She doesn’t look up.

PREGNANT TEENAGE CLERK
Oh now you want something from me? Now you’re nice to me! You’re all the same! Fucking men!

Clair is speechless.

PREGNANT TEENAGE CLERK (CONT’D)
Out the door, take a right.

Clair takes his shit.

CLAIR
Thank you.
EXT. LAKE ROAD - DAY

Clair makes his way down the road that circles the perimeter of the lake. He reaches a hill that looks down on a few cabins that sit on the banks.

As he approaches his destination, he stops and takes stock.

EXT. CABIN #1 FRONT - DAY

Clair walks up to the front door. He knocks and waits. Nothing happens. He tries the door. Locked.

EXT. CABIN #1 BACK - DAY

When he reaches the back door, he knocks on that also, before peering through the window. This door, however, is open. Clair just stands there for a beat, before he slowly makes his way into the cabin.

INT. CABIN #1 LIVING ROOM - DAY

Clair walks in. Light pours through the open door, silhouetting him.

        CLAIR

    Hello?

Silence.

He looks around the living room. Sheets cover much of the furniture, except the couch which has a pillow and a blanket on it. The television has been pulled right up to the couch, its power cord stretching across the entire room.

He makes his way into the kitchen. After a moment, he re-emerges.

INT. CABIN #1 STAIRWELL/UPSTAIRS HALLWAY - DAY

Clair makes his way up the stairs and peers into the bedrooms at either end of the hall.

INT. CABIN #1 BATHROOM - DAY

The roof slopes down forcing Clair to duck as he takes a piss.
17 INT. CABIN #1 BATHROOM - DAY

Clair studies his cut up face in the mirror. He turns on the hot water and washes his hands.

He winces as he takes the largest piece of glass out of his face. He grabs toilet paper and begins dabbing his cuts with hot water.

He pours out the box of Band-Aids and begins layering the small circular bandages on his face. When his cuts are totally covered, he surveys his work once again.

He looks ridiculous.

18 INT. CABIN #1 LIVING ROOM - DAY

Clair removes the sheet covering the chair and sits down. He looks around, his gaze eventually shifting out the window.

OVER BLACK
SUPER: Three Days Earlier

CUT TO:

The sound of rhythmic, labored breathing.

19 INT. CLAIR AND LAURA’S APARTMENT BEDROOM - NIGHT

Body parts. Arms, legs, breasts. Eyes. His are open, focused, and hers are closed.

From further back the sex seems somehow less glamorous. There is grunting. She breathes heavily.

LAURA
Oh yeah. Oh yeah.

CUT TO:

20 INT. CLAIR AND LAURA’S APARTMENT BEDROOM - NIGHT

Laura waits for Clair to get out of the bathroom. She has the covers pulled up to her neck. He walks out in his boxers.
LAURA
Hey, when you get back from work
today, I’m going to take the car
in.

CLAIR
For what?

LAURA
To get an oil change. We talked
about this.

Clair gets under the covers. His eyes are essentially closed.
He mumbles.

CLAIR
I’ll go with.

Laura appears taken by surprise.

LAURA
Hun, you don’t have to do that.
You’re going to be exhausted.

CLAIR
I want to.

LAURA
Why?

A beat

CLAIR
Hey if you don’t want me to go, I
won’t go.

LAURA
No, of course I want you to go.

Silence.

CLAIR
Ok

LAURA
Ok.

A beat.

CLAURA(CONT’D)
Good night.

He’s already asleep.
INT. CLAIR AND LAURA’S APARTMENT KITCHEN - NIGHT

Clair makes coffee. While it’s brewing he stands, lost in thought, smoking a cigarette with the window open. He looks toward the bedroom.

INT. CLAIR AND LAURA’S APARTMENT BEDROOM - NIGHT

Clair stands over a sleeping Laura.

CLAIR
(Whispering)
Laura.

She doesn’t respond, so he bends down and kisses her.

CLAIR (CONT’D)
Laura.

LAURA
What. Ew. You smell like smoke.

CLAIR
I’m leaving.

Laura is still not really awake.

LAURA
Ok. Have good

Clair stares at her for a moment, worried.

INT. CLAIR’S CAR - NIGHT

He drives through the city, smoking a cigarette.

INT. CABIN #2 RENEE’S BEDROOM - NIGHT

RENEE sits up in bed and stares out the window. She wears her pajamas.

At 16, her demeanor suggests an old soul, a lack of naivety, which stands in contrast to her porcelain doll looks. Her black hair frames an angelic, pale, flawless face.

Loud anguished groans come from a room on the other side of the house.
INT. CABIN #2 KITCHEN - NIGHT
Renee can be heard tip-toeing down the stairs and enters the kitchen fully dressed.
She rifles through a purse pocketing a ten dollar bill, but she can't find what she's looking for.

RENEE (WHispering)
Shit.

She looks around.

OVER BLACK

SUPER: RENEE

INT. CABIN #2 LIVING ROOM - NIGHT
Renee makes her way over to an ashtray on the windowsill, and locates the longest straightest leftover she can find.

EXT. CABIN #2 FRONT - NIGHT
Renee stands outside the front door shivering. She lights her gross cigarette and grimaces.
Her mother's groans and occasional screams come from inside, upstairs. Renee puts headphones on and sings quietly.

CUT TO:

EXT. WAREHOUSE - NIGHT
Clair's car pulls in front of a small warehouse.

INT. CLAIR'S CAR - NIGHT
He's rolling a joint. A car pulls up next to him, and a moment later, DAN is getting in the car. Another twenty-something guy, he's wrapped up in layers and he rubs his hands together to get warm.

DAN
Fuck this job in the face.

Clair hits the joint, breathes in, and passes it.
CLAIR
Yeah, this job is no good. I can’t
sleep anymore. It’s like my days
and nights are all fucked up.

DAN
Sandra has these pills I could get
you. She takes one and it’s like...

He gestures.

DAN (CONT’D)
...fucking out. She stole them from
work.

CLAIR
Eh....

They pass the joint back and forth as they talk.

DAN
You want em?

CLAIR
You’re doing that thing.

DAN
What?

CLAIR
That thing where you offer me drugs
when I’m getting stoned... At five
o’clock in the morning. I can’t
think straight man.

DAN
Speaking of which, I know what’s
gonna carry the front page this
morning.

CLAIR
Oh yeah? What’s that?

DAN
Ok, so you know Chris Haines?

CLAIR
Yeah we were in school together. I
dated his cousin in 7th grade and I
bought weed from him in high
school.
DAN
Right, well he calls me last night and asks if he can crash at my place because he needs to lay low.

CLAIR
Ok.

DAN
So I say fine and he comes over, but when Sandra gets home, she's kinda pissed cause we were going to bake her cousin this cake for her fucking... shower or whatever, and we're both like... fucked...

CLAIR
The truck is going to be here in 2 minutes. None of this so far sounds like an attention grabbing headline.

DAN
Sorry. Yeah so Buggy died yesterday.

Clair turns toward Dan, passes the joint.

CLAIR
Are you fucking serious?

DAN
As a heart attack. He actually had a heart attack.

CLAIR
How do you even know this?

DAN
Fucking Chris sells to him... Sold to him, sorry.

CLAIR
Sold what?

DAN
I dunno. Coke, probably.

CLAIR
That's crazy. Buggy was a coke head?
DAN
Yeah I guess so. You guys probably
know a lot of the same people.

CLAIR
I can’t believe Chris killed Huggy.
What a douche bag.

The truck’s lights catch Clair’s eyes as it pulls into the
parking lot.

Dan begins getting out of the car.

DAN
Ya but wasn’t he like a rapist or
some shit. With kids! So who the
fuck cares? Also are you picking up
later?

CLAIR
That’s not true, and yes.

A beat.

He finishes the joint and gets out of the car.

INT. WAREHOUSE - NIGHT

Clair stares at the front page which does indeed feature a
picture of Huggy, a large red puppet.

CLAIR
Fuck. I... that’s crazy. I used to
love that guy.

DAN
Huggy or the guy in the suit?

CLAIR
No, Huggy.

DAN
Well first of all, that is fucking
gay, but also he was a grown man
who put on a suit so he could go
around passing out hugs to
children.

Clair gets defensive.
CLAIR
He’s Huggy ok? Not fucking John Wayne Gacy or something.

DAN
How do you know? Oh my God are you covering for him? Clair, did Huggy rape you? Did he violate you with his long hard red felt cock? Did he put his gigantic thumb up your ass?

Clair ignores him.

CLAIR
He was an easy target.

DAN
Yes, but as we recently discussed, he was also a coke head.

CLAIR
Yeah well so are you.

DAN
I rest my case.

A beat.

CLAIR
Why does Chris even sell man? Isn’t he like... rich?

DAN
He says he likes giving back. He does it for fun.

A beat.

CLAIR
That’s kind of sick.

Dan shrugs.

DAN
Depends how you look at it I guess.

CLAIR
So let me get your thoughts on something.

A large fat man peeks his head into the warehouse.
LARGE FAT MAN
Hey can you hurry the fuck up?

DAN
Shut the fuck up, fat man!

The fat man looks at him angrily, before he moves silently
back around the corner.

CLAIR
So last night Laura tells me she’s
taking in the car for an oil
change.

A beat.

CLAIR (CONT’D)
And so I told her that I would go
with her. And then she acted like
she didn’t want me to go, so I
said, hey well I won’t go ya know,
if you don’t want me to and she...

He thinks.

DAN
She what?

CLAIR
I don’t know. Nothing. She said
kind of nothing.

DAN
Wow, that is a really boring story.

CLAIR
Yeah, I dunno. It almost felt like
she didn’t want me to go
because... She wasn’t really going
to get an oil change. Also it’s
strange because she’s always
complaining about how I use the car
for work but I don’t take
responsibility for this type of
shit and it’s her car, which is why
I volunteered to go.

He looks over at Dan.

CLAIR (CONT’D)
What do you think?
DAN
Hmmm. Well is she still fucking you?

CLAIR
Wow. Just... wow.

DAN
No cause I mean if she’s still fucking you then she’s probably not getting it from anywhere else because when girls cheat on you, you can always tell. The guilt renders them unable to fake orgasms.

CLAIR
Yeah, we had sex last night.

DAN
Well there you go then.

Dan begins wheeling the cart with his papers out to his car.

CLAIR
That is some faulty logic.

INT. CLAIR’S CAR - MORNING
Clair drives slowly down a residential street. It’s stop and go, with Clair tossing a paper from his passenger seat onto each subscriber’s lawn, a joint between his lips.

As he pulls past one house, he tosses a paper directly at a mailbox, which sends it flying.

He stops and sighs, staring off for a moment, lost in a stoned haze. He then backs his car up, and pulls it off to the side of the road in front of the box. He emerges, picks up the paper and tosses it again.

Getting back in his car, he looks down at a paper sitting on the passenger seat. As he’s reading the Huggy story once more, he puts on his seat belt, and puts the car into gear.

He forgets to check how his car is oriented, and as he looks up from the paper, he places his foot on the gas. This proceeds to propel the car through the mailbox.

Clair slams on the brake as the mailbox slams into the windshield and then slides down the hood and off the front of the car.
Clair is in shock. He backs his car up and gets out again.
He looks around, to see if anyone has noticed. He puts his hands on his head and whispers to himself so as not to draw attention.

CLAIR

He picks up the mailbox and attempts to place it back in the hole that’s been left in the ground. It won’t stay up. He lets it drop. He gets back into his car and he speeds off.

CUT TO:

INT. THEO’S APARTMENT BEDROOM - MORNING

A cell phone is ringing.

Theo sits on the edge of his bed. He wears a white t-shirt and boxers. His head is down and he has his hands running through what’s left of his hair. The phone keeps ringing. He doesn’t move.

OVER BLACK

SUPER: THEO

The cell stops.

His room is pretty bare, and his bed is a mess. He’s obviously just been woken up and he’s already in a shitty mood. An incredibly loud annoying cell phone song comes out of nowhere and he grimaces.

Theo, 65, is strikingly handsome. He’s the type of older man whose entire past has settled right behind his eyes.

He lights a smoke, and sits. He checks his phone and places it back on the night stand.

THEO

Fuck.

He reaches back toward the night stand and turns the switch on a small lamp. Nothing happens.

He tries the switch again. Nothing. So he unscrews the bulb.
INT. THEO’S APARTMENT KITCHEN - MORNING

Theo drops the bulb on top of a full trash can and then begins opening cabinets to try to find a new one. He can’t.

THEO

Fuck.

He thinks for a moment before noticing that the clock on the oven is also dark. He pokes at it.

THEO (CONT’D)

Fuck.

A beat before he decides to go back to the bedroom.

INT. THEO’S APARTMENT BEDROOM - MORNING

He walks in grabs his phone, and presses send. He looks around the room as he waits.

The other party answers.

THEO

Frank, hey, it’s Theo.

Theo listens and responds.

THEO (CONT’D)

Yeah. Ok.

INT. THEO’S KITCHEN - MORNING

Theo stands, redressed now in warm clothes, in front of the fridge. He grabs a bottle of O.J and shuts the door.

There’s a knock at the door. Theo goes over and looks through the peephole. Turning around and looking at the mess covering his apartment, he sighs heavily and opens the door.

Light pours in from the hallway outside.

A woman stands in the door. SYDNEY, beautiful, in her late sixties. She smiles at Theo, who takes a sip of his O.J.

SYDNEY

This was on your door handle.
She hands him a card explaining the power outage situation. He looks at it. Uninvited, she walks past him into the apartment.

SYDNEY (CONT'D)
The power's out.

THEO
Yes, I know. Thank you.

She walks up to him and grabs his face in her hands, kissing him on the cheek.

SYDNEY
How are you holding up, dear?

Theo answers apathetically.

THEO
I'm holding up.

Sydney looks around.

SYDNEY
Yes I can see.

THEO
How did you get in the building?

SYDNEY
I seduced the guard.

THEO
Hmm.

Theo walks toward the bathroom. Sydney stands in the "foyer" talking loudly.

SYDNEY
So you're not taking these women back here, are you?

Theo walks back out of the bathroom, carrying his toothbrush. He looks at her and says nothing.

SYDNEY (CONT'D)
We're worried about you Theo.

Theo walks over to the kitchen sink and turns it on. He begins brushing.
SYDNEY (CONT'D)
I mean how long do you plan on doing this... thing... that you are doing?

Theo spits and wipes his face on a dish towel.

THEO
Does John know you're here?

SYDNEY
Yes. I said we're both worried about you Theo.

Theo doesn't respond but continues going about his business.

He walks back into the bathroom and then returns with a spray can and a comb.

Sydney is trying to find a way to approach a subject, but it's not getting any easier. Theo is distracted by problems with his spray hair.

SYDNEY (CONT'D)
Here. Sit down.

She pulls a chair over towards the window and gestures for Theo to sit.

He does, hesitantly, handing her the spray can and the comb. Sydney shakes the can and aims it for the back of his head. She sprays it, and darkish gray paint covers his bald spot.

THEO
You have to comb around it for it to work.

She does.

SYDNEY
So it is the hair then. That makes the ladies crazy about you.

THEO
Well it sure isn't my personality.

SYDNEY
And everyone is... satisfied?

THEO
Weren't you?
SYDNEY
Well... yes. Most of the time.
Theo turns around and looks at her. She turns his head
around.

SYDNEY (CONT'D)
Anyhow, that was years ago.

THEO
It wasn't that many years ago.

Sydney doesn't say anything for a moment. She picks up the
can and sprays again.

SYDNEY
So... how long are you planning on
doing this Theo?

Theo thinks for a moment.

THEO
I really don't know.

SYDNEY
Well you know what's going to
happen, don't you?

THEO
What's that?

SYDNEY
You're going to get attached.

THEO
I really highly doubt that.

SYDNEY
Yeah well, that's what you said
before you shucked out the window.

THEO
That was completely different. I
was a different person then.

SYDNEY
I know.

An awkward beat.

THEO
I feel like you want me to say
sorry.
SYDNEY
No, no. No apologies.

A beat

SYDNEY (CCNT’D)
...So... how are you different now then?

THEO
I’m tired.

Sydney fluffs his hair.

SYDNEY
Oh rubbish Theodore.

He says nothing.

SYDNEY (CCNT’D)
So... John... had an idea.

THEO
Oh yeah? What’s that? A trek to India?

SYDNEY
Well first off, it’s Mexico Theo. John studies the Mayans. The Mayans are from Mexico. Secondly, no. It’s a job. And don’t mock him Theo. He doesn’t mock you.

THEO
Sure sign of a true asshole.

SYDNEY
Anyhow, so John had an idea.

Theo says nothing.

SYDNEY (CCNT’D)
You know his family is... well off—

Theo interrupts her.

THEO
I’m not going to be your butler.

She ignores this.
SYDNEY
Well they own some property about an hour from here, and normally every winter, his son, Seth will periodically check up on the place, ya know cause with the snow and the cold... deterioration or whatever.

Theo is listening, letting her finish.

SYDNEY (CONT'D)
Well, this year he can’t make it, cause his wife left him and she took the kids and it’s... well it’s all crazy, ya know?

Theo says nothing.

SYDNEY (CONT'D)
Anyhow, John was thinking that with the situation you’re in...

THEO
I am perfectly fine! What situation is this? I am ok! Why does everyone think I’m not?

Sydney looks around the apartment, looks at the spray can in her hand.

SYDNEY
.... Yeah, well anyhow, we were thinking instead of doing... what you have been doing... you might want to move up to the cabin and stay there for a while. You could get away from...

She gestures around.

SYDNEY (CONT'D)
...the memories here, and John could pay you.

Theo turns around to face her and speaks calmly.

THEO
Sydney, look at me.

He stands up and faces her, taking her face in his hands.
THEO (CONT'D)
... And I mean this as sincerely as possible. I would sooner walk dogs for a living, I would sooner lick dogs’ assholes for a living, before I would ever even consider for a brief moment working for that child you call a husband.

This is something Sydney is entirely used to.

Theo feels a tiny pang of guilt. He continues.

THEO (CONT'D)
Listen, I am fine, Sydney. I’m sorry if you have some sort of... moral... objection to the work I am doing.

SYDNEY
Theo-

THEO
Sweetie I have like a ton of stuff to get done.

Sydney grabs her things and heads toward the door.

SYDNEY
Listen... can I just say that... I know you loved Eleanore, fuck Theo I loved Eleanore. But don’t use it as an excuse to quit...

He mumbles.

SYDNEY (CONT'D)
Because your refusal to change may be one of the few endearing qualities you have left.

THEO
Thank you.

A beat.

SYDNEY
I am really sorry that these things have happened to you, but I also want you to know that most of it is your fault.

She waits for a response that never comes.
SYDNEY (CONT'D)
Have you talked to Clair?

THEO
Yeah I talked to him... like a week ago.

She walks up to him and wraps her arms around him.

SYDNEY
You have to hug your children Theo.

THEO
He’s 25.

SYDNEY
Yes, but you’re his grandfather and he’s an idiot like you.

Sydney kisses Theo on the cheek and then leaves. Theo sits down in the chair. Alone again.

EXT. THEO’S APARTMENT BUILDING - DAY

Theo steps outside the building and bundles himself up against the cold.

He begins walking toward his car when out of the corner of his eye, a figure captures his attention. He quickly puts his head down but it’s too late.

CAROL
Is that Theo?

It’s Carol, an elderly woman. Her voice is grating.

Oh Theo!

CAROL (CONT'D)

Theo stops and cringes. He turns around. Theo, at first, speaks to himself.

THEO

And then to Carol.

THEO (CONT'D)

Hello!

CAROL
Where are you off to?
THEO
Oh ya know. Errands.

CAROL
Oh don’t I. It’s funny. I was just talking to my girlfriends Marion and Margerie about you the other day. The mysterious handsome gentleman from the fifth floor that somehow misses all of our get-togethers.

THEO
Yeah, I’m not much for...

CAROL
Hey, do you have time to come up for a cup of coffee? Tea? I would loooove to learn a little more about our handsome stranger.

THEO
Now?

CAROL
Yeah why not. What huge pressing errands can’t wait a few minutes for a cup of coffee?

She grabs his lapel with her gloved hand.

THEO
Um.. I can’t right now. My power. Yeah they shut off my power. I have to go to the Utilities and pay...

Carol gasps.

CAROL
Did they? Oh no. You poor thing. Well they don’t close until five. You’ll have plenty of time. Come on in.

THEO
No really, I..

CAROL
Come on. Twenty minutes. Fifteen.

Theo gives up at this point and just turns away, whispering loudly.
THEO
Oh for fuck sake
Carol is somewhat taken aback. She walks toward the building.

CUT TO:

INT. CLAIR AND LAURA’S APARTMENT BEDROOM - NIGHT

FLASHBACK
The room is bathed in yellow light. Clair and Laura sit on their bed, both cross legged. Neither of them have a shirt on.

Laura’s hair is shorter, but Clair looks essentially the same. Laura brings a joint to her lips, and hits it without losing eye contact. She passes it to Clair, who hits it as well.

They keep eye contact for a long time, before Clair finally blinks.

LAURA
Fuck you! I win.

Clair leans forward and kisses her deeply. She kisses his neck. They make out.


They lay next to each other. Clair stares at the ceiling. She breaks the silence.

LAURA (CONT’D)
Have you ever wondered what it would be like to be a girl?

Clair hesitates. Laughs.

CLAIR
...no? Why?

Really?

LAURA

CLAIR
Why, have you thought about being a guy?
Laura doesn’t hesitate.

LAURA
Yeah. Totally. I’m really curious.

CLAIR
I have to admit that isn’t very reassuring to me.

LAURA
What is it like having sex as a guy?

A beat.

CLAIR
... I don’t even know how to respond to that.

LAURA
You know it doesn’t mean you’re gay just because you’re curious what it would be like to be a girl during sex.

CLAIR
Trust me. I don’t think there’s anyone on this Earth that would ever mistake me for gay. I mean... come on... look at me. I am fucking testosterone personified.

Laura laughs.

LAURA
It’s true. It’s true.

A silent beat.

LAURA (CONT’D)
Do you masturbate?

Clair just turns toward her and then back toward the ceiling.

LAURA (CONT’D)
What? I think that’s a fair question. There are SOME guys out there, you know, who don’t.

CLAIR
Do you?
Laura smiles, turns away from him toward the night stand, opens the drawer, and returns holding a small vibrator. Clair takes it from her and inspects it. He turns it on and off.

CLAIR (CONT'D)

Rockin.

He turns it on and off a few more times.

38

INT. CABIN #1 - NIGHT

CLAIR is sleeping in the easy chair, his head back, his mouth wide open.

Suddenly his head snaps up.

CLAIR

I'm not masturbating!

He's confused and looks around somewhat frantically, before he remembers where he is. He leans forward.

CUT TO:

39

EXT. CABIN #2 FRONT - DAY

Renee steps out the front door and puts her headphones on. She wears a different sweatshirt with a gigantic picture of a ferret on it.

40

EXT. LAKE ROAD - DAY

Renee slowly makes her way down the road.

41

INT. PUMP N' PANTRY - DAY

Renee walks into the gas station and makes her way straight up to the counter. The same pregnant teenage girl stands behind the register. She chomps her gum.

RENEE

Hi. I need to get two packs of cigarettes.

The clerk looks at Renee.

A beat.
PREGNANT TEENAGE CLERK
How old are you?
Renee looks at her.

RENEE
How old are YOU?

RENEE (CONT'D)
They're not for me. They're for my mom.
It would appear as if the clerk is thinking really hard.
A couple beats before:

PREGNANT TEENAGE CLERK
Ok. Which kind?
Renee stares at the huge selection, before pointing.
The clerk grabs them off the rack and begins ringing Renee up.
The door opens, and an OLD WOMAN walks in.
Renee glances at her as the clerk hands over her change.

RENEE
Thank you.
The clerk doesn't answer.

EXT. PUMP N' PANTRY - DAY
Renee walks out of the store. As she passes the brown Buick that has appeared in the small parking lot, she looks through the driver side window.
There are prescription pill bottles on the passenger seat, and Renee is trying to get a better look at them, when the door opens and the old woman walks out.
Renee quickly moves away from the car and heads to the side of the building, where she lights up a cigarette.
She watches the Buick make its way down the road.

CUT TO:
INT. THEO’S CAR — DAY

Theo pulls out of a shopping center. He makes his way through the city streets, smoking a cigarette and taking sips of a large smoothie.

EXT. UTILITY COMPANY PARKING LOT — DAY

Theo gets out of the car with the card that the utility company left on his door. We follow him as he makes his way around the front of the building and finally into the front doors.

INT. UTILITY COMPANY OFFICES — DAY

Theo walks into a lobby. Across from the entrance are four cubicles with open fronts, where large women sit behind desks.

One woman has a customer, and another speaks on a head set phone. Theo walks towards her.

She looks up at him and then back at her computer screen ignoring him. He continues to stand in front of her cubicle.

She looks up at him again, rolling her eyes this time, but continuing her conversation on the head set.

Theo turns around and sees a few chairs that line the wall near the entrance. He walks over and sits in one.

UTILITIES CUST. SERVICES AGENT #1
Next.

Theo walks over to the cubicle and sits down across from the WOMAN.

UTILITIES CUSTOMER SERVICE AGENT #2
How can I help you sir?

THEO
Yes, hi. When I woke up this morning, my power was turned off, and there was card on my door saying to come in here.

The woman holds out her hand. Theo stares at it momentarily, and then places the card in her hand.
She types frantically on her keyboard and brings up his account.

UTILITIES CUSTOMER SERVICE AGENT #2
Ok, this account is under Eleanor?

THEO
Yes. That is my wife... or rather my late wife.

UTILITIES CUSTOMER SERVICE AGENT #2
I see. Well sir...

THEO
Theodore

UTILITIES CUSTOMER SERVICE AGENT #2
Well Theodore. It would appear as if the account is in default, because the bill hasn’t been paid.

She looks over at Theo as if waiting for an explanation. He doesn’t say anything but just stares back at her.

UTILITIES CUSTOMER SERVICE AGENT #2
(CONT'D)
...So that’s why the power was turned off. If you pay today, we can have it turned back on...

She flips through a stack of paper and then checks a clock on the wall.

UTILITIES CUSTOMER SERVICE AGENT #2
(CONT'D)
... four p.m.

She looks back at Theo. After a moment he responds to her.

THEO
Right, well listen it’s been a weird month. Can you guys just turn it back on and I’ll pay you in a couple days?

The woman stares back at Theo with the look of an unimpressed parent.
UTILITIES CUSTOMER SERVICE AGENT #2

Sir... There is absolutely no way I can have someone go over to your residence and turn back on the power without a payment for last month's bill.

THEO

Listen...

He looks at her name tag

THEO (CONT'D)

... Bridget. Look, my wife passed away almost two months ago now, and she had always handled these type of things. I promise this will never happen again, I just... I can't have no power in my apartment.

She stares back at him.

BRIDGET

I am sorry sir. It’s company policy. You will have to pay the entire bill before we can turn on the power.

Theo stares back at her for a moment, before getting up and walking away. She yells to him.

BRIDGET (CONT'D)

Sir!

Theo turns around and Bridget holds out her hand with the card in it. Theo walks over to her and grabs it out of her hand and then walks out the front door.

EXT. UTILITY COMPANY PARKING LOT - DAY

Theo walks out the door and back around the building. As he enters the parking lot, he sees two spots close to the building, both with signs in front of them claiming them as reserved spots.

When he gets to his car, he reaches in and takes a sip of his smoothie. He walks to the back of the car and grabs a baseball bat from inside the trunk.
He walks over to the one occupied reserved spot, and after glancing around once more, he takes a hard swing at the tail light of the car.

It shatters. Theo steps back and then, screaming takes out the other tail light. He walks back over to his car and places the bat back in the trunk, shutting it.

He looks around making sure no one has witnessed his vandalism, before getting into his car. He lights yet another cigarette before casually and safely backing out of his parking spot.

As he passes the damaged car on the way out, he sips his smoothie.

CUT TO:

EXT. CABIN #1 BACK - MORNING

Clair stands out on the dock. He gazes around the lake, which, in each direction, disappears around a small peninsula that jets out into the middle of the water.

The banks of the lake, lined with empty summer houses, only serve to add to the feeling of isolation.

A voice comes from behind him.

RENEE (OS)

Hey.

She wears a bright blue sweatshirt from around 1985 that declares “I Am A College Student”, and a scarf around her neck.

Waiting for Clair’s response, she takes a drag of a cigarette.

Clair begins making his way toward her.

CLAIR

Hi. Hey there.

As he approaches her, it becomes more apparent that her face is red and puffy from crying.

CLAIR (CONT’D)

Do you know the man who is staying here?

A beat.
RENEE
Who are you?

Clair is taken aback by her defensiveness.

CLAIR
I’m his grandson. Who are you?

He goes further. This is awkward.

CLAIR (CONT’D)
Are you crying?

RENEE
What happened to your face?

Clair touches the collection of Band-Aids that cover his face, but ignores her question.

CLAIR
What’s your name?

RENEE
Renee.

A beat.

RENEE (CONT’D)
Is your grandfather Theo?

CLAIR
Yes.

RENEE
He’s... dead. I’m sorry.

Clair processes this information, before whispering to himself.

CLAIR
Fuck.

Renee takes a drag of her cigarette.

RENEE
I’m really sorry.

She sniffs.

CLAIR
How? When?
RENEE
Two nights ago. I... don’t know how.

A beat.

RENEE (CONT’D)
We just found him... lying on the dock.

Clair looks around him. There’s no evidence.

CLAIR
Are you serious?

RENEE
I’m really sorry

Clair is speechless.

RENEE (CONT’D)
They had a hearse that came.

CLAIR
Was anyone else here? Does anyone even know?

RENEE
There was an older lady and Seth’s dad. They took his car.

CLAIR
You know Seth?

RENEE
Yeah, he’s my mom’s... friend.

A beat.

RENEE (CONT’D)
Do you like him?

CLAIR
Who?

RENEE
Seth.

CLAIR
Not particularly.
RENEE
Well you shouldn’t. He’s an asshole.

He just stands there, the quiet lake behind him.

Finally.

CLAIR
Ok.

RENEE
Theo punched Seth in the face last night.

Clair begins to tear up.

CLAIR
That doesn’t completely surprise me. Why?

She shrugs

RENEE
I don’t know.

RENEE (CONT’D)
I bet you guys were close. Theo and you.

CLAIR
No. Not really. Why do you say that?

RENEE
He just seemed like a... pretty decent guy, and you’re... kind of crying.

CLAIR
He wasn’t generally a very nice guy actually and I don’t know why I’m crying.

A beat.

RENEE
Your shirts all covered in blood.

He looks down.

CLAIR
Yeah.
RENEE
Hold on.
She runs back toward the house.
Clair looks up at the house. It's dark. All the window shades are drawn except for one in the upstairs bedroom.
Renee is running back over. Clair walks toward her.

RENEE (CONT’D)
Here.
She hands him a cheesy maroon colored sweater which is covered front and back with a design featuring geese in flight.

RENEE (CONT’D)
Pretty cool, right?

CLAIR
Why are you giving this to me?

RENEE
Well because it's not covered in blood and I guess, I dunno. You seem nice. Theo was nice, and so I feel like you deserve a cool sweatshirt.

CLAIR
Thank you?

RENEE
Yeah you're welcome.

A beat.

RENEE (CONT’D)
Do you want me to call someone?

Clair thinks.

CLAIR
No. Thanks anyway.

RENEE
He talked about you a little bit.

CLAIR
Oh yeah? What did he say?

Renee thinks and shakes her head.
RENEE
Um, just that you were a lot like him.

CLAIR
Oh. That’s cool.

RENEE
Renee turns around and heads back toward her cabin.

CUT TO:

48
EXT. MOUNTAIN ROAD – DAY
Clair stands on a dirt road. He carries his duffle bag and wears Renee’s Goose Sweater underneath his jacket.

He stares across the field toward the forest.

He kneels down to go through his duffle and pulls out a plastic baggy full of shrooms, which he proceeds to eat dry with a horrible look on his face. He forces them down, gagging and dryheaving.

He lights a cigarette and begins making his way across the field.

CUT TO:

49
INT. LAURA’S CAR – DAY
Clair drives the car and they sit in silence. There’s a giant crack in the windshield

50
EXT. LASER LUBE – DAY
Clair pulls the car into the parking lot of the Laser Lube and they both get out and head to the entrance.

51
INT. LASER LUBE – DAY
Clair sits down in the waiting area. A television in front of him shows a news broadcast. Clair stares at the TV.

CUT TO:
INT. NEWS ROOM - DAY

REPORTER #1
A sad story today...

REPORTER #2
... a weird story.

REPORTER #1
Yes it's a little weird too. Sad and weird.

We cut back and forth between them as they have a chuckle.

When we finally cut back to Reporter #1, she's completely stone-faced.

REPORTER #1 (CONT'D)
Donald Graziano, famous to our viewers as the actor who portrayed the lovable monster, “Huggy”, on the long-running children’s television show, “Pilgrim Patty”...

Pictures of Huggy, Donald, Pilgrim Patty.

REPORTER #1 (CONT'D)
... was found dead late yesterday afternoon on the side of Washington Ave, just one mile North of downtown Scranton...

B-Roll of an old regional children’s show. The sets barely stand. Pilgrim Patty serenades the kids with her guitar.

REPORTER #1 (CONT'D)
... Graziano's career as a children’s personality was cut short following an incident that occurred during a live broadcast....

Huggy runs into the frame flailing his arms wildly, his language bleeped out.

HUGGY
Fuck! Fuck!

REPORTER #1
... where the normally silent furry monster shouted obscenities at his audience.
Huggy runs face first into the wall of the set, which shakes violently. The children scream. Huggy falls on his back and rolls around, still flailing.

Reporter #1 is stifling a laugh.

**REPORTER #1 (CONT’D)**

...Footage of the incident has become an Internet favorite among teenagers and college students.

She clears her throat.

**B-ROLL**

Donald sits in a chair while a reporter tosses questions. He has bee stings all over his face. He answers the questions quietly and seriously.

**DONALD**

There was a bee in the suit.

A beat.

**REPORTER #3**

So you’re saying this “bee” was stinging you and that was the cause of the wild gesturing and profane language?

**DONALD**

Yes.

**REPORTER #3**

What about reports that indicated a 1.2 blood alcohol content?

Donald shifts awkwardly.

**REPORTER #3 (CONT’D)**

Were you drunk at the time of this occurrence, Mr. Graziano?

**DONALD**

Yes, I was drunk.

Back to Reporter #1.

**REPORTER #1**

A cause of death has not been declare....

The channel switches to GOLF.
INT. LASER LUBE - DAY

Clair looks up at the culprit. A MIDDLE-AGED MAN.

MIDDLE AGED MAN

You mind?

Clair sits back in his chair.

CLAIR

No.

The man sits down and opens up his golf magazine. Clair looks at the guy with hatred.

Laura comes and sits down next to Clair. He continuously glances at the golf man while Laura simply stares forward.

LAURA

We can’t afford a new windshield right now.

CLAIR

I know.

Clair reaches out his hand and places it on Laura’s leg.

A beat.

Laura looks down at her leg and then glances over at Clair who is looking the other way.

LAURA

Clair.

CLAIR

What?

He doesn’t turn toward her.

CLAIR

He looks at her.

What?

A beat

LAURA

I want to break up.
Clair immediately shifts his gaze to the man, who now peers over the top of his magazine, then back to Laura.

CLAIR
Um... what?

LAURA
This is over. It’s been over. I want to break up.

Clair is trying to tow the line between his concern for the situation and the embarrassment he feels in front of the man.

CLAIR
I... are you sure you want to talk about this right now?

LAURA
Yes.

Clair looks over at the man, whose face is now buried deep in his magazine again, as if he’s pretending nothing is going on.

CLAIR
Well... can’t... Hold on, can you join me outside for a moment please?

Clair gets up and walks out the front door. Laura follows.

EXT. LASER LUBE - DAY

Clair comes out first, quickly, with Laura walking out behind him at a much more leisurely pace.

Traffic flows behind them, making them talk above their normal volume.

LAURA
I’m sorry.

CLAIR
At the fucking oil change place? Are you fucking serious?

LAURA
I know. That was stupid. I’m sorry.

CLAIR
Can we just talk about this?
LAURA

Yes... but I don’t know what there is to say.

CLAIR

You don’t know what there is to say? Are you fucking kidding me? After like a trillion years, you have nothing else to say?

LAURA

Come on, Clair. I’m not the only one. We both know there’s something wrong. Something different.

He walks up to her and puts his hands on her upper arms.

CLAIR

Yeah, but I mean, it’s just a bad time. All couples have rough patches. It’ll get better.

LAURA

When Clair?

He just looks at her.

LAURA (CONT’D)

When will it get better? I’ve been waiting.

A beat

CLAIR

I don’t know.

Another beat.

LAURA

Yeah well maybe the problem is you take all of it for granted.

He says nothing.

LAURA (CONT’D)

Maybe you don’t know when it’s going to get better because you’re just... expecting it to happen on its own.

They stand apart.
LAURA (CONT’D)
And I can’t believe you fucking
smashed my fucking windshield!

A beat

CLAIR
I’m sorry.

She can’t look him in the face.

LAURA
I’m cold. I’m going inside.

She heads for the door. He stands there in shock.

CLAIR
Where am I supposed to go?

LAURA
I don’t know.

She shrugs and heads in.

INT. LASER LUBE - DAY

Laura sits down in a chair. The golf man is now on his blue
tooth head set.

MIDDLE AGED MAN
Doug, I am telling you this is...
listen I’m not saying she was
raped...

She looks through the magazines.

MIDDLE AGED MAN (CONT’D)
... absolutely that would be
horrible, but what I’m saying is
that she didn’t go in the water
because someone told her that
dolphins are attracted to the
pregnant female form...

A loud knock comes from the window behind her. She turns
around to face Clair outside.

He flicks her off.

MIDDLE AGED MAN (CONT’D)
... right I’m saying she could have
gotten raped... I don’t know.
(MORE)
MIDDLE AGED MAN (CONT’D)
It’s my cousin’s kid so... I forget her name.

EXT. LASER LUBE - DAY
Clair walks away from the Laser Lube.

EXT. SCRANTON LOCAL 8 - DAY
Clair sits down on a bench. He takes a joint out of his pocket and he lights it. He takes out his cell phone and starts going through his contacts.

CUT TO:

EXT. LAKE WINOLA - DAY
Renee walks past a small row of seasonally empty shops that lay on one side of the lake. She looks through a window.

In the reflection she spots a rack of canoes sitting next to the lake, and makes her way over to them.

They aren’t tied down so she tries to lift one, finding it lighter than she thought it would be.

JUMP CUT TO:

EXT. LAKE WINOLA - DAY
Renee drags the canoe down a rickety dock. She pushes it into the water and then sets it off, watching it float a few feet towards the middle of the mostly frozen lake.

She continues to stare at the boat as it makes its way toward the ice sheet. It collides with an anticlimactic thump. She smirks.

Behind her, a car drives past. She watches as it makes its way around the lake.

CUT TO:

INT. THEO’S CAR - EVENING
Theo drives along a residential road. He’s dressed up for dinner. He checks a piece of paper and looks hard at the numbers on the houses. Eventually he finds his destination and stops the car.
He checks his hair in the mirror, and then takes a deep breath before opening the door.

EXT. DARLENE’S HOUSE – EVENING

Theo walks up to the house and knocks on the door. After a few moments a woman’s voice comes from inside.

DARLENE (O.S.)

Coming sweetheart.

Darlene, in her late sixties or early seventies, opens the door. She wears a fitting red dress and a lot of make up. She looks him over, pleased with what she sees.

DARLENE (CONT’D)

Theo.

THEO

Darlene.

There’s a momentarily awkward silence.

DARLENE

Would you like to come in for a drink?

THEO

No, no we should head out.

DARLENE

Ok, let me just grab my shawl, and my purse.

She walks back inside, leaving Theo standing in the entrance. Theo looks down as a cat comes to the door. The cat meows. Theo stares at it. Darlene comes back to the door, and addresses the cat.

DARLENE (CONT’D)

Get inside you little douchebag.

Without looking at Theo, she nudges the cat inside and closes the front door, locking it with a key.

THEO

Um. You look very pretty this evening.

Darlene turns to him.
DARLENE

What? Oh...
She looks down at herself.

DARLENE (CONT’D)
...Thank you. You too.
Theo looks at her awkwardly. Darlene collects herself, then
lets out a loud sigh.

DARLENE (CONT’D)
Ok let’s fucking do this!
They both walk to Theo’s car. He opens the passenger door for
her, and she gets in.
He closes the door and makes his way around the front of the
car mumbling to himself.

THEO
God damn shit.
He gets into the car.

CUT TO:

62
EXT. WOODS – DAY
Clair stumbles, mouth agape through the woods. He finds an
abandoned car randomly placed in the middle of the woods.
He gets in and curls up in a ball.

63
INT. CABIN #2 – KITCHEN – NIGHT

64
INT. CABIN #2 STAIRWELL – NIGHT
Renee makes her way up the stairs, carrying one of the
sandwiches and a can of soda. She gets to one of the doors in
the upstairs hallway.
She knocks and tries the doorknob. It’s locked.

RENEE
Mom?
No answer. She puts the plate on the floor and walks back downstairs.

CUT TO:

INT. GRAZIANO’S ITALIAN RESTAURANT - NIGHT

The hostess leads the couple to their table.

DARLENE
You ever been here before?

The hostess pulls the chair out for Darlene, and like a gentleman Theo waits for her to be seated, before sitting down himself. He looks toward the hostess.

THEO
Thank you.

He sits down, and answers Darlene’s question.

THEO (CONT’D)
Yeah. We used to take our son here.

DARLENE
Oh! A son!

She puts her napkin on her lap, and then props her elbows up on the table so she can rest her chin on her folded hands.

DARLENE (CONT’D)
Soooo Theo Theo Theo. THAT is an interesting name Theo. Why not Ted? He shrugs.

THEO
Yeah I don’t know. It’s what my parents called me.

DARLENE
Where does it come from?

THEO
Where did I get it?

DARLENE
Yeah what country? Where did your parents get it?

THEO
Well, I believe I was named after Theodore Roosevelt, but honestly it’s been so long...
Darlene is fixated on him.

THEO (CONT'D)
... and it's..... Greek? I believe?

DARLENE
Greek yes of course. Strong.
Powerful. Passionate.

Theo nods in confused acknowledgement. An awkward beat.

THEO
I'm not Greek.

She's slightly disappointed in him for ruining her fantasy.

DARLENE
Oh. Ok I see.

They both look at their respective menus in silence. Darlene finishes studying hers and places it on the table, looking anxiously around the restaurant.

DARLENE (CONT'D)
I need a fucking drink. Where is the waiter?

She looks back at Theo, just noticing now that he's also looking at the menu.

DARLENE (CONT'D)
Oh Theo, have you tried the picatta here?

He looks up at her.

THEO
I have not. No. You recommend it?

DARLENE
I am ordering it to split.

He puts down his menu. Fuck it.

THEO
Ok sounds good.

The waiter comes by.

WAITER
Sorry bout that folks. Can I get you something to drink?
DARLENE
We’re ready to order.

WAITER
Well ok.

Darlene opens the menu again as if she doesn’t know exactly what she wants.

DARLENE
We are.. Going.. To.. Split the...
Chicken picatta.

WAITER
Good choice.

Darlene exchanges a look with Theo that says, “See?”

WAITER (CONT’D)
What kind of dressing would you like on your salad?

Without missing a beat.

DARLENE
Vinaigrette.

The waiter nods and writes on his waiter pad.

WAITER
Ok and to drink?

DARLENE
Whatever your cheap red is.

WAITER
The house Merlot?

DARLENE
Is that the cheapest?

WAITER
It is.

DARLENE
House Merlot it is then genius.

The waiter looks to Theo.

THEO
Um... Gin.
WAITER
Just Gin?
THEO
Just Gin. Over ice.
WAITER
Any specific kind?
THEO
Whatever’s on the middle shelf.
The waiter rolls his eyes.
WAITER
Okee. I will get your drinks and some bread and I’ll be right back.
The waiter walks away. Theo and Darlene exchange an awkward glance.
THEO
So tell me about you. Married? Children?
DARLENE
Yes. Both. Widowed and three daughters.
THEO
Wow. Three daughters. That’s a handful.
DARLENE
Not really. Ya know I don’t understand how parents can complain about their children. My daughters and I get along like the best of friends.
THEO
Well maybe you just did something right.
Darlene laughs.
DARLENE
I don’t know. They’re all cunts the three of ‘em.
On the word “cunts” the waiter puts down their drinks and a basket of bread. The word hangs in the air. The waiter waits a beat and then backs away.
DARLENE (CONT'D)
I mean, I love 'em all to death ya know, but I raised an evil holy trinity of cunts.

How do you respond to that?
A beat.
You don't.

THEO
And your husband?

DARLENE
Passed three years ago. Army Colonel, owned a Ford dealership in Dunmore. A really decent guy.

She drinks from her glass.

DARLENE (CONT'D)
Had a heart attack the fat fuck. I kept telling him, I said, you are going to have a MASSIVE heart attack. But ya know....

She drinks from her glass.

DARLENE (CONT'D)
... men or whatever.

THEO
I do. I do.

DARLENE
To men.

She holds up her glass, and Theo matches it.

THEO
Men.

They drink, but Darlene speaks before her glass hits the table.

DARLENE
I am going to go and powder my nose. Do you think you can hold down the fort?
THEO
I'll do my best. She begins to get up.

DARLENE
I like you Theo. You're a quiet reserved kind of guy, but I can tell there's something very passionate underneath this... facades.

THEO
I don't know.

She laughs.

DARLENE
I should tell you, your reputation precedes you. You can't fool me young man. Don't go anywhere.

She winks and walks away.

Theo sits momentarily alone. He looks around the restaurant, feeling conspicuous. He gulps down the rest of his drink, and hands it to the waiter as he puts down Darlene's salad.

WAITER
And the lady?

Theo thinks about this.

THEO
Yes. Another for her as well.

The waiter walks off, and passes Darlene on the way out of the bathroom. She sits back down.

DARLENE
Oh yum! I love when you go to the bathroom and when you get back your food is waiting for you. Don't you love that?

THEO
That is nice yes. I agree.

She takes a bite.

DARLENE
So let me guess.
She squints, staring at him, concentrating hard. Theo sits politely as a piece of meat is wont to do.

DARLENE (CONT'D)
Scorpio.

THEO
Very good.

DARLENE
I knew it. I fucking knew it. It’s that fiery passion monster just waiting to burst free.

Theo has no response once again, and once again Darlene isn’t waiting for one.

DARLENE (CONT'D)
We are going to have fun tonight.
Oh I can’t wait!

A beat.

THEO
So I hear you were a dancer.

DARLENE
Yes. Indeed I was. Camp Tamiment in the Poconos. You know it?

THEO
Very well.

DARLENE
That’s what brought me to this...

She gestures around.

DARLENE (CONT'D)
...Place. So Theo, what are you into?

THEO
Um... well you know... I live downtown. Really I...

DARLENE
Sorry. I’m sorry. I meant like what are you INTO?

THEO
I’m sorry?
DARLENE
Sex Theo. This is what we are here for remember? Not just the gin and the picatta.

THEO
Oh well... I don’t know, ya know... I’m into... whatever ya know?

DARLENE
Are you a dom? A sub?

THEO
Well I mean, I guess I could do—or sorry—GO with either...

DARLENE
So you’re a switch?

THEO
A switch?

DARLENE
Yeah a switch, like you can go either way, like you can be dominant and tie me up and then spank me when I do something naughty....

She sips her wine.

DARLENE (CONT'D)
... or you can be the submissive one and I’ll get to put a gag in your mouth and treat you like a bitch.

On the words “treat you like a bitch”, the waiter puts down a plate of food in front of Darlene, and an empty plate in front of Theo. Without hesitation this time, Theo downs his drink, and hands the waiter his glass.

THEO
Seven and seven.

The waiter glares at Theo, and takes the glass, walking away. Theo stares down at his empty plate.

DARLENE

Theo smiles politely at Darlene.
He takes another piece of bread.

CUT TO:

INT. CLAIR AND LAURA’S APARTMENT - NIGHT

We follow Clair as he walks through the apartment. He approaches the bedroom and walks in.

The sound of the shower can be heard through the bathroom door.

Clair walks up to it and knocks lightly. From inside comes Laura’s voice, in a loud whisper.

   LAURA (O.C.)
   Hey. Let me call you back.

She hangs up the phone and yells to him.

   LAURA (CONT’D)
   Hold on.

Clair has a confused look on his face. He sits down on the bed, still holding the flowers.

After a few beats, Laura exits the bathroom, fully dressed. She sees the flowers and sighs, ignoring them.

   CLAIR
   Who was that?

   LAURA
   Who? What?

   CLAIR
   On the phone.

She stops.

   LAURA
   Oh. A friend from work.

   CLAIR
   Oh. A friend from work.

A beat.
CLAIR (CONT'D)
So... I'm sorry for earlier. The way I handled it was...

LAURA
No. I'm sorry. I should have waited.

Clair doesn't answer her, but suddenly notices that Laura is packing things.

CLAIR
Are you going somewhere?

Laura stops.

LAURA
I... I feel like this is best.

CLAIR
Can we just talk about this please?

LAURA
Talk about what Clair?

CLAIR
This! I think I am owed some sort of explanation.

LAURA
I gave you an explanation.

CLAIR
Which was?

She sighs.

LAURA
Listen, we will do this. I just can't do it right now.

CLAIR
It can get better.

LAURA
Not now Clair.

She begins packing again. Clair watches her in silence.

CLAIR
Where are you going?
LAURA
It doesn’t matter.

CLAIR
Who was on the phone?

LAURA
I told you a friend from work.

CLAIR

LAURA
It doesn’t matter Clair.

CLAIR
Who?

She stops packing and looks him in the eye briefly before averting them again.

LAURA
Dennis.

Clair glares at her.

CLAIR
Dennis? Who’s Dennis?

LAURA
He’s a friend from the diner. He’s a short order cook. Listen, he said I could crash at his place.

CLAIR
Oh.

Clair says nothing. Laura goes back to packing.

Clair stands up and walks over to her. He stops her and puts his arms around her. She hugs him back.

CLAIR (CONT’D)
So... have you been hanging out with this guy?

Still in the hug, they both stare off.

LAURA
A few times.

A beat.
CLAIR
Do you like... like this guy?
Laura hesitates before answering.

LAURA
I don’t know.
He releases her from the hug and turns away.

CLAIR
You’re going to him.
A beat.

CLAIR (CONT’D)
Laura. I love you.

LAURA
Yeah you keep saying that Clair. They’re just...
She thinks.

LAURA (CONT’D)
... words. They have no inherent meaning.

CLAIR
So have you like... kissed this guy?
Laura looks away.

CLAIR (CONT’D)
Have you?
A beat.

LAURA
Yes.
Clair sits down on the bed. He puts his head in his hands.
Laura sits down next to him. He doesn’t say anything.

LAURA (CONT’D)
I’m sorry.

CLAIR
When?
She averts her eyes again.
CLAIR (CONT’D)

When?

A beat.

LAURA

Today.

Another beat.

CLAIR
Are you serious?

LAURA
I’m sorry Clair. I don’t want to hurt you. This isn’t how I wanted this to happen.

CLAIR
Then why is it happening this way?

She shrugs, tears rolling down her cheeks.

LAURA
It just did.

Clair takes this in.

CLAIR
OK.

He stands up and grab the flowers from her. Looking around awkwardly for a sturdy piece of furniture, he finally finds one and smashes the flowers on it again and again, until they litter the ground.

She just looks at him.

LAURA
What are you going to do about work?

CLAIR
What do you mean?

LAURA
The car.

CLAIR
Oh. Right. I dunno.

A beat.
LAURA
Take it for tonight and drop it to me after work tomorrow.

She hands the keys to him. He takes them without a word.

LAURA (CONT’D)
I’ll be gone in thirty minutes if you want to stay here tonight.

He looks at her incredulously.

CLAIR
I...um... I have to go.

EXT. DARLENE’S HOUSE - NIGHT
Theo pulls his car up in front of the house. Darlene gets out and Theo follows her to the door.

INT. DARLENE’S HOUSE - NIGHT
When they walk in, Theo takes a look around. The cat comes from in the den and meows.

DARLENE
Get the fuck out of here.

She nudges the cat gently with her foot and then turns to Theo.

DARLENE (CONT’D)
Let’s get you a drink and you’re gonna fuck my brains out.

THEO
Um... is there a restroom?

She points.

INT. DARLENE’S HOUSE BATHROOM - NIGHT
Theo takes a pill bottle out of his pocket and pops a Viagra. He looks at himself in the mirror.

THEO
You ready? Just stay focused big guy.

A couple of deep breathes.
THEO (CONT'D)

Go.

INT. DARLENE'S HOUSE FOYER - NIGHT

Theo begins looking at the pictures that line the wall. Pictures of Darlene's daughters and of her deceased husband. A large full size mirror interrupts the succession of frames, and Theo catches himself in it. He stares at himself in the mirror and then looks into his own eyes.

Darlene comes back into the den, and makes no reference to the pictures. She hands Theo a drink.

THEO
These are your daughters?

DARLENE
Yes. These are my daughters.

THEO
And this is your husband?

DARLENE
Yes that was my husband... my deceased for SEVEN years husband. Great guy. Sad he's gone.

She grabs Theo's hand and pulls him away from the wall of pictures, and up the stairs.

INT. DARLENE'S BEDROOM - NIGHT

Theo follows Darlene into the room. She puts her drink down on the dresser and immediately begins to undress. Theo stares at her as she takes off the tight red dress. She looks over at him.

DARLENE
I'm not doing this alone you know.

Theo thinks for a second and gulps down the rest of his drink. He takes off his jacket and begins unbuttoning his shirt. When he has his shirt off he hesitates for a moment but then begins taking off his pants.
INT. DARLENE'S BEDROOM - NIGHT

Darlene lays on her back. Theo lays on top of her and she wraps her arms around him.

She grabs his head and kisses him. Theo kisses back and she begins to grind against him. He pushes up against her and closes his eyes, concentrating.

Darlene whispers to him.

DARLENE
   It's ok. Here.

She reaches down and tries to help him. It doesn't work.

DARLENE (CONT'D)
   Here, let me help you out, big guy.

She flips Theo over so he's on his back, and as she goes down on him, Theo closes his eyes and then opens them, as we slowly push in on his face.

CUT TO:

FOUND FOOTAGE.

Footage of the ventricles of a heart opening and closing. Cells flow through veins. Gradually they speed up. Electrical charges in the brain. The body is racing.

CUT TO:

INT. DARLENE'S BEDROOM - NIGHT

Close up on Theo's face. He isn't feeling good, trying to slow his heart rate down.

He gazes upward, his eyes not focused on anything while Darlene does her best down below.

Suddenly Theo lurches forward, grabbing his chest.

THEO
   Fuck.

Darlene is startled, and concerned.
DARLENE
Theo, are you ok?
He is curled up.

THEO
Yes. I’m fine.
Not true, though his body finally relaxes.

DARLENE
Do you want me to call someone?
When he speaks it’s in anguished tones.

THEO
No. No. I’m fine.

INT. CABIN #2 - LIVING ROOM - NIGHT
Static on a television. Renee sleeps quietly on the couch. There is an empty plate on the floor in front of her.

EXT. CABIN #2 FRONT - NIGHT
A silk flag with a butterfly on it blows lightly in the wind. A flock of geese is heard off in the distance.

CUT TO:

INT. DARLENE’S BEDROOM - NIGHT
Theo sits on the edge of the bed. He’s half dressed. Darlene sits with her back against the headboard, wearing a slip. Theo begins to put his shoes on.

DARLENE
So that’s it?
Theo doesn’t look at her when he speaks.

THEO
Yeah that’s it.
He finishes getting dressed and walks out of the room, leaving Darlene alone.
EXT. DARLENE'S HOUSE - NIGHT
Theo walks out the front door and walks to his car.

INT. THEO'S CAR - NIGHT
He sits in the driver's seat, doing nothing. The car is off. A beat.
He begins pounding on the steering wheel.

THEO
Fuck! Fuck! Fuck! Fuck!
He stops.
A beat.
He turns the key in the ignition and back out of the spot.

CUT TO:

EXT. ROCKY'S - NIGHT
Theo's car pulls up to a spot on the side of the street. He gets out of the car.
He makes his way up to an old bar, Rocky's.

INT. ROCKY'S - NIGHT
The bar is pretty empty.
Theo makes his way over to one of the few patrons who line the bar and he takes a seat next to him.
This is FRANK. He's likewise as elderly as Theo, and he wears a golf hat. He appears to be lost in thought, sipping whiskey from his glass.
The bartender sees Theo and immediately takes out a glass. In the corner a small band gets ready to play. The singer is a twenty-something woman, in a black dress.
The bartender nods at Theo.

BARTENDER
Theo.
THEO
Yeah. Line em up.
The bartender stares at Theo.

BARTENDER
Line what up?

THEO
Oh. Whiskey. Small glass. Ice.

FRANK
You’re here early.

THEO
You’re gonna get a call.

FRANK
Oh yeah? What about?

A beat.
The bartender arrives with Theo’s drink.

THEO
Thanks.

He stirs the drink, takes a sip.

THEO (CONT’D)
Great fucking bartender here.

A beat.

THEO (CONT’D)
It didn’t go... as planned.

FRANK
For Christ’s sake Theo.

Frank looks over to Theo now, waiting for an explanation.

THEO
What do you want me to say?

FRANK
Were you drunk?

THEO
No. No. Shit if I was drunk, that probably would have helped.

Frank sips his whiskey.
FRANK
Oh man. That one’s a crazy. I’m gonna hear this.

Theo takes out a cigarette. He answers Frank as if it really doesn’t matter.

THEO
Yeah sorry.

Frank signals to the bartender, who walks up and hands Theo a very small wad of bills.

THEO (CONT’D)
Actually, I may have done enough work to warrant this payment...

A beat.

THEO (CONT’D)
...So my second wife showed up this morning, talking about my morals.

FRANK
Yeah, well... just own it. They are your morals so she should get her nose out of it. Besides, if we all lived by Sydney’s moral standards, I’d be married to a 30-year-old with huge knockers.

THEO
Fuck. Yeah.

The singer for the band comes over to the bar.

LOUNGE SINGER
Four shots whiskey barman.

Theo says nothing, but stares at her. She smiles at him.

LOUNGE SINGER (CONT’D)
You guys staying for the show?

FRANK
You bet, honey. Wouldn’t miss it.

Theo nods in agreement.

LOUNGE SINGER
Good. Good.
She walks back over towards the band. Theo watches her as she walks.

FRANK
In your day, Theo.

THEO
Yeah.

FRANK
She would have been all over you like flies on shit. All the women were.

THEO
I guess I'm the shit in that analogy.

Frank holds up his glass, and Theo meets it with his.

THEO (CONT'D)
Back in the day. Back in the day.

He sips his drink.

THEO (CONT'D)
You ever feel like we're killing time Frank?

FRANK
Theo, I feel like you're killing ME.

THEO
Sydney was saying that I'm going to fall in love with one of my... our... clients.

FRANK
Yeah well I guess she would have reason to suspect that.

THEO
Yeah.

Theo shakes his head.

THEO (CONT'D)
Fucking three wives.

FRANK
I know a lot of guys that would have said you did it right.

(MORE)
FRANK (CONT'D)
If Beth were still with us I may have said the same thing. God rest her soul.

THEO
Nah. Not Beth. Beth was great man.
An amazing woman.

FRANK
Yes she was.

He holds up his glass again. Theo meets it with his. They drink.

FRANK (CONT'D)
Eleanor too Theo. Incredible.
Smart, funny, beautiful.

THEO
The love of my life.

Frank looks over at Theo.

FRANK
I know.

THEO
It took me so long. So so long, and then when I found it, I got two years. Two mother fucking years.

Frank signals the bartender, who comes over with a whiskey bottle. He pours into Frank’s glass, then gestures toward Theo.

THEO (CONT’D)
Yes sir.

He receives his whiskey.

THEO (CONT’D)
This is bad Frank.

FRANK
What’s that?

Theo shakes his head.

THEO
I don’t know. I’m...

He can’t think of what he is.
THEO (CONT’D)
Who the fuck is going to want this?
He gestures to himself.

THEO (CONT’D)
What am I supposed to do now?
Frank looks at Theo. A beat before he speaks.

FRANK
Honestly Theo. I don’t know.
They each take a sip.

THEO
You think our parents, when they came here, ever looked ahead, and thought their son would be this sad sack fucking sitting in a bar... alone. Their grandson dead.

FRANK
I don’t know Theo. I think when our parents came here they were more worried about black lung and mine shaft collapses.

THEO
Ya.

FRANK
How’s Clair?

THEO
He’s good. Good.

FRANK
Good. He’s a good kid. Unfortunately he seems to take after you.

FRANK (CONT’D)
Theo, for everything you are, and I’ve known you for how long now?

THEO
60 years.
FRANK
Well for all the reasons I am still sitting in this bar, still talking to you 60 years later, it doesn’t change the fact that you’re a fucking selfish asshole.

THEO
You know quoting some sort of poem here or sharing some words of inspiration would be helpful. Not that making me feel like shit isn’t doing it’s part.

Frank thinks for a moment.

FRANK
A wise old owl sat in an oak, The more he heard the less he spoke. The less he spoke the more he heard. Why aren’t we all like that wise old bird.

Theo lets it hang for a beat.

THEO
Who is that?

FRANK
Anonymous

At this moment, the band behind them begins to play. Conversation ceases.

82  EXT. ROCKY’S - NIGHT
Theo stumbles out the door. He makes his way around to his car and gets in.

He sits behind the wheel for a beat before getting out again, and then making his way down the street.

He passes a couple homeless people sleeping on the sidewalk.

83  INT. THEO’S APARTMENT BUILDING - ELEVATOR - NIGHT
Theo doesn’t notice that the elevator doors have opened until Carol speaks up.

CAROL
Theo!
Theo stops and looks over at her. She wears a night gown and a hair net. She carries a small laundry basket.

CAROL (CONT'D)
I was... going to get my... laundry.

THEO
Oh. I see.

JUMP CUT TO:

INT. CAROL’S BEDROOM - NIGHT
Theo is on top of Carol. They make love. A look of determination in his face, of ecstasy in hers.

JUMP CUT TO:

INT. THEO’S APARTMENT BUILDING - HALLWAY - NIGHT
Theo, still slightly drunk, but certainly pleased with himself, makes his way down the hallway to his door.

Behind him, Carol looks on longingly. She eventually closes her door.

INT. THEO’S APARTMENT - ENTRANCE - NIGHT
Theo walks into his apartment and flips a switch. Nothing happens.

THEO
Oh yeah. Fuck!

CUT TO:

INT. CLAIR AND LAURA’S APARTMENT BEDROOM - NIGHT
FLASHBACK
Clair sits on the ground next to their bed. He has a crate of LP’s in front of him and he’s sorting through them.

He wears a white button down shirt and a tie, and his face is puffy and red from crying.
Laura walks in from the next room. Her hair is shorter, and she wears a simple black dress. She sits on the edge of the bed facing him.

For a few beats, neither one of them say anything.

LAURA
Anything good?

Clair picks up Michael Jackson's Thriller album and shows it to her.

They both chuckle and Clair puts it back in the crate.

CLAIR
This is such a weird day.

Laura doesn't know what to say.

LAURA
I know Clair.

A beat.

CLAIR
I can't believe he didn't show up.

LAURA
I know. There's a lot of history there Clair. I'm sure...

CLAIR
You're sure what?

LAURA
I'm sure that Theo loved your dad. He probably feels... guilty.

CLAIR
Yeah well fuck him.

Clair takes another album out of the crate and holds it up for her. This time it's Neil Diamond's, The Christmas Album.

LAURA
Well it's something anyway.

CLAIR
Yeah.

Clair starts crying.
CLAIR (CONT'D)

We don’t even have a record player.

Laura moves off the bed and pushes aside the crate, kneeling down face to face with Clair.

She takes his face in her hands and while he’s crying, she kisses him, and then holds him.

INT. ABANDONED CAR - DAY

The car Clair slept in all night shakes. Clair wakes up. He gets out of the car.

Looking around, he sees a flash of Huggy’s tail.

CLAIR

Huggy!

INT. CLAIR’S CAR - MORNING

Clair’s head snaps up.

CLAIR

Your hair smells good!

He gets his bearings. He’s parked his car in front of a diner. The sun is coming out and he has papers he decided not to deliver filling the car. He lights a cigarette.

A car pulls up to the diner. A man in his mid-twenties gets out of the driver’s seat and Laura steps out of the passenger side door.

The man is DENNIS, and he carries an apron with him toward the front door of the diner, where a MAN sits, holding his morning paper, and waiting to get inside. Laura follows behind.

DENNIS

Mornin. Sorry I’m late.

MAN

Yeah, no problem.

DENNIS

Cold one.

MAN

Indeed.
They all go inside and the door to the diner shuts. Clair waits a moment before getting out of the car.

EXT. DINER - MORNING

He walks briskly toward the front door of the diner, looking around him as he does.

When he gets to the door, he tosses his cigarette, collects himself and walks in.

INT. DINER - MORNING

As Clair walks in, the bell hanging on the door jingles. Laura looks up smiling and then immediately changes her expression.

LAURA

Clair.

Ignoring her, he walks behind the counter and into the kitchen.

INT. DINER KITCHEN - MORNING

Clair steps into the kitchen, where Dennis stands over the grill. He turns toward Clair as he enters. As Clair gets closer to him, Dennis' hands instinctively go up.

CLAIR

Hey Dennis you mother fucker.

Clair punches Dennis in the face, and he falls to the ground.

CLAIR (CONF'D)

What the fuck Dennis? You fuck my fucking girlfriend? You fucking asshole.

Clair kicks Dennis hard a few times, and then walks out of the kitchen.

INT. DINER - MORNING

Laura backs away from him as he walks out of the kitchen.
He approaches her, and places her keys on the counter. He knocks a plate on the floor, and then picks up a glass of orange juice that she’s just filled, and pours it at her feet.

LAURA
Oh real mature Clair.

Without saying anything, he walks out the front door.

EXT. DINER - MORNING

In slow motion Clair makes his way back to his car. He takes out another cigarette, and incredibly pleased with himself, he lights it as if he’s James Bond or some shit.

Behind him, and out of focus, a shape comes out the door. As the shape gets closer, it becomes apparent that this shape is Dennis, and he’s wielding a large metal spatula.

When Dennis reaches Clair he punches him in the side of the head, which causes Clair to fall to the ground. Continuing in slow motion, Dennis proceeds to beat the shit out of Clair.

EXT. DOWNTOWN SCRANTON STREET - MORNING

Theo’s car sits parked where he left it last night, and it appears empty until his head pops up.

A HOMELESS MAN walks by, and nods to Theo, who politely nods back.

CUT TO:

EXT. DAN’S APARTMENT - DAY

Clair stands on the stoop outside of Dan’s apartment. He buzzes Dan and then waits.

His face is covered in bruises, and his eye has a little dried blood on it.

A female voice comes over the intercom.

FEMALE VOICE (O.S.)
Yeah?

Clair is taken aback.
CLAIR
Um... hey this is Clair. Dan's friend. Is he...

He's cut off by a buzzing sound which indicates that the door is open. He rushes to grab it and gets it just in time.

INT. DAN'S APARTMENT BUILDING - DAY

Clair makes his way up a set of stairs. He reaches Dan's apartment and knocks on the door. A moment later, it opens and a girl, 23, stands in front of him holding a lit cigarette. This is SANDRA, and she is your typical twenty-something Scrantonian. She has a short haircut and looks at him half dazed.

CLAIR
Hi.

SANDRA
Hello.

He's waiting for his invitation. It never comes.

CLAIR
Can I come in?

Without a word, she takes a drag of her cigarette and then puts it in Clair's mouth. She turns and walks toward the living room. Clair takes a drag from the cig and follows her in.

INT. DAN'S APARTMENT LIVING ROOM - DAY

Dan sits on the couch. Sandra walks over and takes a seat immediately next to him. He looks up momentarily from hitting a bong and gives Clair a thumbs up.

DAN
What the fuck happened to your face?

He passes the bong to Sandra.

CLAIR
Ugh. Long story short; Me and Laura broke up. She's seeing this guy she works with. I went there this morning and got the shit kicked out of me.
DAN

Oh man.
This statement hangs for a moment.

DAN (CONT'D)
That sucks dude.

CLAIR
Everything is falling apart.

DAN
Hang in there man. You need a place to crash?

CLAIR
Yeah I do.

DAN
Well you're always welcome here buddy.

CLAIR
Thank you. I really appreciate it.

DAN
Actually I'm really glad you stopped by. Chris is on his way over.

CLAIR
Chris who killed Huggy?

DAN
The one and only. He says he has something to show us, well Sandra and I but you can come too.

CLAIR
I dunno man. I'm not really...

DAN
...
Shut the fuck up man. Trust me.
This guy...he...well you'll see.
This'll be good for you.

The buzzer rings from downstairs. Dan raises his eyebrows at Clair.

DAN (CONT'D)
Speak of the mother fucking devil.
Dan gets up and heads for the door. Sandra hands Clair the bong. As he’s exhaling, Dan comes back in with CHRIS. He’s tall, super skinny and completely fucked up looking.

DAN (CONT'D)
Clair, Chris. Chris, Clair.

Clair nods toward Chris.

CHRIS
Ok, dude. I have something to show you guys. I’m serious. This shit will blow your fucking mind.

Clair looks to Sandra. She’s smiling all of the sudden. He looks toward Dan, who is also smiling like an idiot.

DAN
Let’s go!

INT. CHRIS’ CAR – DAY

Clair takes shotgun and Dan and Sandra take the back. They pass around a joint as they drive.

CHRIS
Ok so, here’s the setup man. So you know how like, in Indian, I’m sorry, Native American cultures, when a boy is about become a man he has to go on a vision quest or whatever?

No one answers. Apparently it wasn’t a rhetorical question.

CHRIS (CONT'D)
You guys know?

DAN
Yeah.

SANDRA
Yeah.

Chris looks to Clair.

CLAIR
I guess.
CHRIS
Ok, well fucking dude. I was
talking to this fucking guy the
other night under the railway
bridge right? And he started
talking about how these fucking
Indian motherfuckers would go into
the woods or into the desert with
nothing and they would just keep
going until they had a fucking
vision man.

A beat. Chris is waiting for acknowledgment.

DAN
Awesome dude.

CHRIS
Yeah I know right? Ok so I was
like, dude, that’s fucking awesome,
and then last night I fucking went
on a vision quest.

A beat.

CLAIR
Don’t those guys walk for days
before they see anything?

CHRIS
Yeah I know. I was shrooming.

Clair nods in understanding.

CUT TO:

100
EXT. CABIN #3 - DAY

Renee hides behind a fence overlooking another cabin. She has
her headphones on, and she sings along softly, while smoking
a cigarette.

The door to the cabin opens and the OLD WOMAN comes out. She
walks to her car, gets in and pulls out of the driveway.

101
INT. CABIN #3 - BACK PORCH - DAY

Renee tries the door to the cabin. It’s open.
INT. CABIN #3 - LIVING ROOM - DAY

The inside of the house is cluttered but clean. Family heirlooms and the like, sit next to china and antique furniture.

Renee looks around, and then makes her way up the stairs on the other side of the room.

INT. CABIN #3 - BEDROOM - DAY

Renee walks into the bedroom. The bed is nicely made, and everything seems perfect and untouched. Renee sits on the bed for a brief moment and then heads for the bathroom.

INT. CABIN #3 - BATHROOM - DAY

She looks at herself in the mirror for a moment before opening the medicine cabinet.

Jackpot.

Renee goes through all of the meds and takes what interests her. She closes the medicine cabinet and inspects her reflection again momentarily.

INT. CABIN #3 - LIVING ROOM - DAY

She makes her way quietly down the stairs. The coast is clear, and she makes her way out.

EXT. CABIN #3 - DAY

She puts her headphones on and walks away.

EXT. SYDNEY’S HOUSE - DAY

Theo’s car pulls up to a house on a residential street. He parks on the street and gets out.

He rings the doorbell. The door opens, and a bearded man faces Theo. This is JOHN, Sydney’s husband. He holds a pipe and wears a sweater vest. He is younger than Sydney by at least a decade.

JOHN
Theo! How are you my friend?
THEO
Yeah good John. Can I come in?

JOHN
Sure thing.

John lets Theo in and shuts the door behind him.

INT. SYDNEY’S HOUSE FOYER – DAY

The house is spotless and the walls are lined with pictures
and bookcases.

There is a moment of awkward silence before Sydney walks in.

SYDNEY
Theo. Is everything ok?

THEO
Yeah. Yeah I’m fine.

This is obviously not true, based on his appearance, which
causes John and Sydney to exchange a look.

SYDNEY
Ok. Ok well come on in the kitchen
and lets get you something to
drink.

Theo follows her into the kitchen, with John trailing close
behind.

INT. SYDNEY’S KITCHEN – DAY

Theo takes a seat at the kitchen table. John stands awkwardly
to the side and puffs his pipe.

SYDNEY
So can I get you some coffee?

THEO
So I’ve rethought things and I
think I’m gonna take you up on that
job offer.

Sydney sits next to Theo at the table and puts her hand on
his leg, concerned.

THEO (CONT’D)
Cause you were right. I need to get
away from here.

(MORE)
THEO (CONT'D)
There really is nothing for me in
this town anymore.

John begins to rub Theo's shoulders.

JOHN
You poor poor man.

Theo looks incredibly uncomfortable.

THEO
So...

He shrugs Johns hands off his shoulders.

THEO (CONT'D)
... what do you think?

Sydney looks up at John, who nods to her.

SYDNEY
Oh that's great Theo.

JOHN
Very very nice. When would you like
to go up there?

THEO
Today. Now.

John and Sydney exchange glances again.

JOHN
Well... Theo, I haven't gotten time
to clean it up yet. The living room
is full of... outdoor equipment,
swimming toys for the kids and the
like.

THEO
That's fine. I'll take care of it.
I just need to go today.

A beat.

JOHN
I'll grab the keys.

He's off.

SYDNEY
Theo...
THEO
...what?
Theo looks over at her. She doesn’t say anything, but stares right back at him.

SYDNEY
I don’t know...

John returns with the keys, and hands them to Theo.

JOHN
So there are actually two properties up there. You’ll be taking the one on the right if you’re facing the lake.

THEO
Ok.

JOHN
I don’t know which key does what but that should cover all the doors.

THEO
Ok.

JOHN
You need directions. I’ll write them down.

John walks over to the kitchen counter. Sydney still stares at Theo. Finally she whispers to him.

SYDNEY
Are you sure?

THEO
Yes.

John comes back over to Theo and hands him the directions.

JOHN
Here ya go. Pretty simple. Mostly one road the whole way.

Theo gets up and walks into the foyer. They follow him out.

INT. SYDNEY’S HOUSE FOYER – DAY

They all stand near the front door.
Sydney is studying Theo.

SYDNEY
You don’t... look so well Theo.

THEO
It’s been a rough couple days. I’m fine.

Theo shakes John’s hand.

JOHN
Enjoy the peace and quiet Theo. Maybe think about stuff, what you’re doing, what’s next. That stuff ya know? Sometimes we all need to take a step back.

Theo swallows his contempt hard.

THEO
... Thanks John.

Theo walks away.

JOHN
Hmm.

John walks back into his study.

111 EXT. SYDNEY’S HOUSE - DAY
Sydney stands at the door alone and watches Theo walk to his car and get in. He looks at her before driving off.

CUT TO:

112 EXT. TRAIN TUNNEL - DAY
Clair and Dan and Sandra stand at the entrance to a train tunnel that goes into the side of a mountain. Chris stands just inside, excited.

CHRIS
So?

They all exchange glances.

DAN
So what?
Chris gets a confused look on his face.

**DAN (CONT'D)**
Dude my sister used to take me here when I was twelve. So what? Did you really just drive us an hour out here to look at this?

**CHRIS**
Fucking dude! I had a vision here last night.

Dan and Sandra turn around and head toward the car. Clair follows behind.

**CHRIS (CONT'D)**
Assholes.

He follows them out.

**CUT TO:**

113 **INT. THEO'S CAR - DAY**

Theo’s Buick makes its way up the mountain. He passes barns, fields, houses and ponds.

Eventually he pulls into the Pump N’ Pantry lot.

114 **INT. PUMP N’ PANTRY - DAY**

Theo waits at the register with his items. The clerk looks at Theo suspiciously as she rings him up.

**THEO**
And a pack of smokes. Those.

He points to a pack on the shelf, which the girl hands to him.

115 **INT. CABIN #2 KITCHEN - DAY**

Renee makes another sandwich.

116 **INT. CABIN #2 STAIRWELL - DAY**

Renee makes her way up the stairs.

She knocks on her mom’s door. From inside comes a weak voice.
RENEE’S MOM (O.C.)

No. Go away.

Renee considers this.

RENEE

I have pills.

A few beats and then the door opens. RENEE’S MOM is a mess. The effects of her withdrawal are just starting to become apparent. Her sunken face is yellow with sickness, and she has multiple sores on her mouth.

She looks directly to the pills on the plate.

RENEE’S MOM

Where did you get those?

Renee doesn’t answer.

Her mom takes the plate from her, and looks up at her, before closing the door. Renee bends down and picks up the old plate, still containing the last sandwich.

CUT TO:

117  EXT. CABIN #1 FRONT - AFTERNOON  117

Theo’s car pulls up to the cabin. He gets out of the car and looks around.

118  INT. CABIN #1 - AFTERNOON  118

Theo pushes hard on the front door, which gives way. He walks into the house. Dust is everywhere, and stuff covers the floor.

He makes his way through the house and then out the back door.

119  EXT. CABIN #1 BACK - AFTERNOON  119

He steps out onto the porch and looks around. The dock behind the house extends out into the frozen lake.

He goes back inside.
INT. CABIN #1 LIVING ROOM - AFTERNOON
Theo lights a cigarette inside the house, and sits on the covered couch.

INT. CHRIS’S CAR - DAY
They all ride in silence. It’s awkward.

DAN
Hey so Clair’s girlfriend left him last night.

CLAIR
Dude, shut the fuck up.

CHRIS
Oh man. That sucks. How long?

CLAIR
Four years.

CHRIS
Holy shit. I don’t even think I’ve known anyone that long.

INT. CABIN #1 - DAY
Theo pulls the cover off the couch and sets up the TV.

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EXT. DAN’S APARTMENT BUILDING - NIGHT
Chris’ car pulls up to the building. As he gets out of the car, Clair sees Laura sitting on the stoop.
He hurries over to her, but then stops.

CLAIR
Hey.

LAURA
Hey.

A beat.

LAURA (CONT'D)
Listen, I’m not here because of you.
CLAIR

Ok.

LAURA
I got to the apartment today and there was a message on the voicemail.

Clair shrugs as if to indicate; so?

LAURA (CONT’D)
It was Theo Clair. It’s a weird message. I’m worried about him.

CLAIR
What did it say?

She shakes her head.

LAURA
I think you need to come and listen to it.

Clair considers this.

CLAIR
Ok.

CHRIS (O.S.)

Clair!

He looks over at Chris.

CHRIS (CONT’D)
Come here.

Clair walks over to him and Chris hands Clair a bag of shrooms.

CHRIS (CONT’D)
Just take it.

CLAIR
Are you sure man?

Chris cups his hands over Clair’s.

CHRIS
Trust me.

A beat.
CLAIR

Ok.

Chris turns and walks toward Dan.

DAN

You know it kind of creeps people out when you do shit like that.

Clair pockets his shrooms and gets in Laura’s car.

INT. CLAIR AND LAURA’S APARTMENT LIVING ROOM – AFTERNOON

BEEP

Clair and Laura stand in front of the answering machine.

THEO (V.O.)

Hey Clair, it’s Theo, er, Grandpa.
Um... so I know I am calling you out of the blue, but I have had a... strange time... lately, and I... miss you.

Clair looks over at Laura. She looks back at him concerned.

INT. ROCKY’S – AFTERNOON

Clair walks in the door, letting light into the windowless room. He heads directly over to Frank.

CLAIR

Do you know where Theo is?

FRANK

Clair! How goes it my boy?

CLAIR

Hey I’m worried about Theo. He’s not at home and he... left me this weird message.

Frank thinks.

FRANK

Did you try calling his cell?

CLAIR

Straight to voicemail.

A beat.
FRANK

Go talk to Sydney.

CUT TO:

EXT. SYDNEY’S HOUSE - AFTERNOON

Clair gets out of the car and looks around before slowly making his way up to the front door. He rings the doorbell. Moments later the door opens and John stands behind it with his pipe in his mouth.

INT. SYDNEY AND JOHN’S HOUSE LIVING ROOM - AFTERNOON

John sits on an ottoman and Clair stands in front of a set of shelves.

JOHN

So how are you and... what’s her name?

CLAIR

Laura.

JOHN

Laura right. How are you and Laura doing?

CLAIR

We broke up.

JOHN

I’m sorry to hear that. These things happen though I suppose. It’s for the better I’m sure.

Clair looks at him curiously.

CLAIR

Really? Are you sure John? How do you know? Are you the wise old man?

At that moment Sydney walks in. John acts oblivious to Clair’s antagonism.

SYDNEY

Hey sweetie. It’s so good to see you.

She walks over and gives him a hug and a kiss on the cheek.
JOHN
Honey, Clair was just telling me that he and Laura broke it off.

SYDNEY
Oh honey. I’m so sorry.

CLAIR
Do you know where my grandfather is? I went to his place, but he wasn’t there.

SYDNEY
He’s up at John’s cabin hun. Watching it for the winter.

CLAIR
Are you serious? Why would he do that?

SYDNEY
He just went this morning. Is everything ok? Is there something we can do?

She gestures to John. Clair locks over at him. John smiles around his pipe.

CLAIR
No. No.. I just need to see him. I need to ask him something is all.

JOHN
Well let me grab you directions.

John walks out of the room.

SYDNEY
So what happened with Laura Clair?

CLAIR
What? Oh nothing. It just... it didn’t work out ya know.

SYDNEY
Yeah I know how that is.

She laughs. Clair doesn’t. There’s an awkward silence.

SYDNEY (CONT’D)
Plenty of fish in the sea Clair, or so they say.
While she says this John comes back in with the directions.

    JOHN
    It’s pretty easy. One straight shot.

Clair grabs the directions from John.

    CLAIR
    Thanks.

Sydney stands up and follows Clair to the front door.

128

INT. SYDNEY’S HOUSE FOYER - AFTERNOON

Clair opens up the front door.

    SYDNEY
    Clair.

He turns around. She hugs him, which he accepts.

    SYDNEY (CONT’D)
    I wish I got to do this more often.
    If you need anything, you come here ok?

He pulls away from her.

    CLAIR
    Thanks.

He walks out the door.

129

INT. CLAIR’S CAR - NIGHT

Clair drives up the mountain, his headlights illuminating the road.

    THEO (V.O.)
    ...So I was thinking about you. I miss you. I miss Eleanor a lot.
    She really loved you ya know?...

130

INT. CABIN #2 BATHROOM - NIGHT

Renee is drawing with lipstick on the mirror. A car pulls up outside and Renee looks out the window.
RENEE
Oh fuck.

INT. CABIN #2 - NIGHT

We follow Renee as she rushes down the stairs and attempts to head the guest off at the door. She fails.

A rather proper-looking 40-something man walks into the kitchen carrying a pizza. This is SETH.

RENEE
Get the fuck out of here Seth!

SETH
I brought you a pizza.

RENEE
You said you weren't coming back. Why did you come back?

SETH
Where's your mom?

RENEE
She doesn't want to see you.

SETH
Bullshit. She can tell me that.

He starts heading for the stairs

RENEE
She doesn't want to see you fuck face!

SETH
Eat some pizza.

RENEE
I am going to rip your fucking dick off!

He gets angry.

SETH
Shut the fuck up and eat some fucking pizza!

He heads upstairs.
INT. CABIN #1 LIVING ROOM - NIGHT

Theo sleeps sitting up on the couch. He has the television pulled all the way out, and a bottle of wine in his lap.

A loud scream from next door and Theo stirs. He wakes up slowly. The scream comes again and this time he gets up and hobbles to the window. The house next door is dark, but the source of the noise is obvious.

EXT. CABIN #1 FRONT - NIGHT

Theo is outside now with his coat on. He looks up at the cabin next door. It’s still dark.

The scream comes again. This time it’s intelligible.

RENEE’S MOM (O.S.)
Asshole!

She throws something against the wall.

SETH
Come on baby!

RENEE’S MOM (O.S.)
You mother fucker. I fucking hate you!

Theo gets it now.

RENEE’S MOM (O.S.) (CONT’D)
You fucking small dick asshole mother fucker!

Seth pushes her, and she falls into something with a loud crash.

Theo turns and heads back inside.

INT. CABIN #2 UPSTAIRS - NIGHT

Renee watches Theo head back inside.

INT. CABIN #1 LIVING ROOM - NIGHT

Theo walks in and grabs his cigarettes and a lighter. He heads back outside.
136

EXT. CABIN #2 FRONT - NIGHT

Theo lights his cigarette as he walks up to the silk butterfly flag that hangs from the shed. When he reaches it, he lights it on fire.

He steps back and watches it burn. He steps over to his car and opens the front door, laying on the horn.

Seth comes outside.

SETH
Theo?

THEO
Hey Seth.

SETH
What are you doing here?

Theo kicks him in the groin. Seth rebounds and takes a swing at Theo, but Theo ducks and kicks him again.

THEO
Get the fuck out of here and leave these people alone, or you can be sure I’ll be telling Daddy, you yuppy piece of shit.

Seth stumbles to his car and leaves.

Renee speaks up from behind Theo.

RENEE
Hey.

Theo is startled and as he turns, he slips on ice and lands flat on his back.

THEO
Mother fucker! Ow!

137

FOUND FOOTAGE.

A gland produces adrenaline.

CUT TO:
138  EXT. CABIN #2 FRONT - NIGHT
Renee stands over him.

RENEE
Are you retarded?

139  INT. CABIN #1 - LIVING ROOM - NIGHT
Renee helps Theo inside. She sits him down on the couch and then flips on a light.
He cringes in pain.
She sits across from him on a chair, looking around the living room.

RENEE
I hope you're not renting this place.
Theo settles back onto the couch. He looks over at her.

THEO
Thank you.

RENEE
Why were you trying to burn down our flag?
Theo doesn't have an answer for this.

THEO
Are you Seth's daughter?

Renee looks Theo in the eye.

RENEE
You know Seth?

THEO
No. No I don't. He's my ex-wife's current husband's son.

RENEE (SARCASTICALLY)
Oh. Well I guess that explains why you're here.

Theo laughs through his pain.
RENEE (CONT'D)
Well Seth is gone.

THEO
Gone?

RENEE
Yeah. He just left us here. That’s what my mom was screaming about.

THEO
Why would he just leave you guys here?

RENEE
He couldn’t handle it.

Theo is confused.

THEO
Handle what?

A beat.

RENEE
My mom...well... my mom right now.

Theo looks at her, waiting for her to explain. She looks back at him.

RENEE (CONT'D)
She’s...sick. She’s coming down, and it gets really ugly.

THEO
Coming down off of what?

RENEE
Heroin.

Theo doesn’t know how to respond to this.

THEO
Is she ok?

RENEE
She will be.

A beat.

THEO
How old are you?
RENEE
Fifteen.

THEO
So you're just alone here?

Renee shrugs. They sit in silence for a beat.

RENEE
Are you ok?

THEO
I'll live.

Renee's eyes light up.

RENEE
Oh shit. I'll be right back.

She runs out of the room and the cabin.

From outside comes the sound of the front door of the other cabin closing and moments later, Renee returns.

RENEE (CONT'D)
Here.

She hands Theo some pill bottles.

RENEE (CONT'D)
Vicodin.

Theo is impressed. He takes the two Vicodin and washes them down with another swig of wine.

THEO
Thank you.

Renee nods her head. Theo looks over at her.

An awkward beat.

THEO (CONT'D)
My son died of a heroin overdose.

RENEE
So did my dad.

THEO
Are you worried that your mom might die too?

A beat.
RENEE
I don’t know.

THEO
My son had a son.

RENEE
Oh yeah?

THEO
Yeah.

Theo readjusts himself in his seat.

RENEE
Where’s your grandson now?

Theo looks down.

THEO
Honestly? I don’t know.

RENEE
Why? Do you guys like not talk or something.

Theo looks Renee in the eye again.

THEO
I didn’t go to his father’s funeral. We talk but...

RENEE
Do you miss him?

Theo doesn’t answer for a long time.

THEO
Terribly.

Theo blinks his eyes.

THEO (CONT’D)
Two of these? You think maybe that was too many?

RENEE
That’s what my mom takes. So why don’t you call your grandson?

THEO
He doesn’t want to talk to me.
RENEE
How do you know?

A beat.

THEO
I don’t know. I just... know.

At this point Theo is really fucked up.

THEO (CONT’D)
I’m sorry about this Seth guy.

RENEE
Whatever. He can go fuck himself.

Theo thinks for a moment.

THEO
You stick by your mom huh?

RENEE
She’s my mom.

Theo nods his head.

THEO
Well I hope she’s ok.

RENEE
She will be.

There’s an awkward moment.

RENEE (CONT’D)
I’ll let you get to sleep. Enjoy the ride.

She stands up and heads toward the front door.

THEO
Hey.

She turns around.

THEO (CONT’D)
What’s your name?

RENEE
Renee.

THEO
Theo.
She smiles at him.

THEO (CONT’D)

Come here.

She walks back into the living room. He whispers at her and beckons her closer.

THEO (CONT’D)

Hey. Hey. Ok. Um...

He can’t get his thoughts totally straight.

THEO (CONT’D)

Listen Renee. You’re sixteen right?

RENEE

Right.

THEO

I want you to know something.

She waits.

THEO (CONT’D)

Ok are you listening?

RENEE

Yes.

THEO

You, my friend, are really great.

RENEE

Thank you.

THEO

No. No wait a minute. I mean you seem really smart, and you take care of your mom, and that’s really cool. But listen; first off, this shit... heroin or whatever... it’s like a fucking plague. Don’t catch it.

Renee speaks to him quietly.

RENEE

Ok.
THEO
Also though... men, I mean you’re fifteen so none of this matters yet... hopefully, but men...

RENEE
Yeah?

THEO
They will always always disappoint you, but the thing is this; you’re going to be tempted at some point to let it all slide.

A beat.

THEO (CONT’D)
Don’t let it slide. Don’t let them disappoint you. And if you can’t stop them, then leave them, but do it before they leave you.

Renee just stares at him. He looks back at her and then catches himself.

THEO (CONT’D)
Wow. Ok never mind. I don’t know.

A beat.

THEO (CONT’D)
Thanks for the Vicodin.

Renee shrugs.

RENEE
No problem.

THEO
It was nice to meet you Renee.

RENEE
Nice to meet you too.

She stands up and walks out of the room.

Theo sits on the couch in silence.

CUT TO:
INT. CABIN #1 UPSTAIRS BEDROOM - NIGHT

Theo has a small address book cut and stares at the phone that sits on the windowsill.
He picks it up and dials.
He waits.

THEO
Hey. Oh.

It’s the voicemail. Theo waits for the beep.

THEO (CONT’D)
Hey Clair. It’s Theo, er, Grandpa.

INT. THEO’S CABIN LIVING ROOM - NIGHT

Theo gets up off the couch and makes his way to the back door. He looks out the window before opening the door.

THEO (V.O.)
She always talked about you... and... I know I pissed you off...

EXT. THEO’S CABIN - NIGHT

He makes his way slowly down the stairs toward the dock.

THEO (V.O.)
... but I was thinking about how these things... things like this... they can rip people up... rip them apart... I don’t want that to happen...

INT. CLAIR’S CAR - NIGHT

The car speeds around curves. Clair smokes a cigarette.

THEO (V.O.)
... or at least anymore. I should have gone to the funeral. I was mad. I was angry that he would do that to us...
EXT. CABIN #1 BACK - NIGHT

Theo makes his way down the stairs to the dock and begins to walk toward the end.

THEO (V.O.)
... to you really, but also to me I mean... I... know I wasn’t great, but I did what I could...

INT. CLAIR’S CAR - NIGHT

Clair drives with intention.

His headlights illuminate the road in front of him, but his surroundings are completely black.

THEO (V.O.)
... I owe him... or... that doesn’t make sense.... I was gone a lot of the time... maybe if I was there more... things would have been...better.

EXT. CABIN #1 BACK - NIGHT

Theo makes his way down the dock, stumbling.

THEO (V.O.) (CRYING)
I’m so sorry. I... just want you to know that.

About halfway down the dock, Theo collapses with a thump.

INT. CLAIR’S CAR - NIGHT

Clair continues his drive up the mountain.

His cell phone rings, but he can’t find it. He’s checking everywhere, and when he looks up he slams on the brakes, and veers to avoid what looks like Fuggy.

JUMP CUT TO:

EXT. MOUNTAIN ROAD - NIGHT

Clair is covered in blood and crying. Laura’s car is now crumpled against a tree. He just stares at the car.
CLAIR
What the fuck?

EXT. CABIN #1 BACK - NIGHT
Theo’s lifeless body.

CUT TO:

FOUND FOOTAGE.
The body shutting down. Electricity ceasing. Cells slowing
down. Etc...

BACK TO:

EXT. CABIN #1 BACK - NIGHT
Theo’s face. He takes short shallow breaths, followed by
short intakes of air and long stretches of exhaling.
Lifeless.

EXT. MOUNTAIN ROAD - NIGHT
Bloody Clair stumbles away from the wrecked car.

EXT. TRAIN TUNNEL - DAY
Clair makes his way down a steep hill to the train track. He
walks up to the entrance of the tunnel and looks into the
abyss.
The edge of the tunnel is littered with blankets and sleeping
bags, but is otherwise empty. Clair walks back out the tunnel
and takes stock of his surroundings. He closes his eyes.

OVER BLACK
The sounds of the mountain. Birds, tree branches in the wind.
A voice comes from behind him. It’s the voice of a middle-
aged man.
VOICE (O.S.)

Clair.

CUT TO:

154 EXT. TRAIN TUNNEL - DAY

Clair opens his eyes and turns around.

Twenty feet into the dark tunnel, a round, red shape is moving forward into the light.

It’s HUGGY.

Clair is speechless, if only because he’s exhausted.

HUGGY

Hey Clair.

Acknowledging this greeting would only be indicative of much larger issues for Clair.

HUGGY (CONT’D)

Clair it’s me, Huggy.

Screw it.

CLAIR

Hey Huggy.

HUGGY

How’s it going buddy?

CLAIR

Honestly? It’s been better.

Huggy moves to the side of the tunnel and awkwardly sits down

HUGGY

Come here Clair. Sit with me.

Clair considers this momentarily. He gives in to the last of his will and accepts Huggy’s existence, stumbling his way over to where the large red felt creature sits. Clair plops down next to him, and brings his knees up to his chest.

Huggy puts his arm around Clair and holds him close.

HUGGY (CONT’D)

You’ve had a tough week Clair.
CLAIR
I know.

Clair is beginning to sob.

HUGGY
But it’s just one week buddy. One week out of a million.

CLAIR
I know, but... everything just feels... lost.

HUGGY
I know. I know.

Huggy puts his felt hand on Clair’s head and hugs him.

CUT TO:

155 EXT. CABIN #1 BACK - DAY
Renee stands on the dock. She looks out over the water and smokes a cigarette.

156 INT. CABIN #2 STAIRWELL - DAY
Renee makes her way up the stairs, and to the door of her mother’s room. She knocks on the door.

157 EXT. TRAIN TUNNEL - DAY
Clair has his head on Huggy’s lap, and Huggy pats his head. Clair is sobbing now, uncontrollably.

HUGGY
It’s ok. It’s ok my little friend.

Snot runs down Clair’s nose, mixing with the dirt and dried blood that cover his face.

CLAIR
I just don’t understand what happened.

HUGGY
I know.
CLAIR
First you, then Laura, then the car, and... fucking Theo.

A rat scampers by. Like a predator, Huggy reaches out his large felt paw and snatches it up, putting the entire thing in his mouth.

Claire, startled, sits up.

CLAIR (CONT'D)
That's new.

HUGGY
Sorry. I'm a monster ya know?

Claire puts his head back down on Huggy's lap.

HUGGY (CONT'D)
Here's the thing Claire. You have choices. Everything can only be as bad as it seems it is.

A beat.

HUGGY (CONT'D)
Am I making any sense Claire?

Claire talks through his sniffles.

CLAIR
No.

HUGGY
I see.

Huggy needs to recontextualize.

HUGGY (CONT'D)
The thing is this. I know all this stuff that's happening to you feels the way it does because it's happening to you, but... and take it from me, when it comes down to the true meaning of all of this stuff... really... there is none. It's just a small collection of events... unfortunate for you, me, the car, Theo, but meaning nothing in the great scheme of things.

CUT TO:
INT. CABIN #2 BEDROOM – DAY

Renee opens the door to her mom’s room and quietly walks in. Her mother lays on her side, crying. She wears only her slip and is curled up, holding her knees to her chest. The linens of the bed are scattered around the room, and a bucket for vomit sits next to the bed.

Renee climbs over her mother and onto the bed. She wraps her arms around her mom and presses her face against hers.

RENEE’S MOM
I’m sorry.

RENEE
I know.

Renee begins to cry now.

RENEE’S MOM
This is the last time I swear.

RENEE
I know it is.

They stay silent in that position.

CUT TO:

EXT. TRAIN TUNNEL – DAY

Clair and Huggy haven’t moved.

HUGGY
This is going to get easier.

CLAIR
How do you know?

HUGGY
... I just know. It always gets easier.

CLAIR
I don’t know.

HUGGY
Clair...

A beat.
CLAIR
..yeah?

HUGGY
Do you know why I came here today?

CLAIR
Why?

HUGGY
Because you believed in me.

Clair is confused.

CLAIR
Wait, what? That’s a little cliche.

HUGGY
Let me explain. This world isn’t made for a monster that lives to hug children. Back when I started out, I was supposed to be the answer to the problem of loveless marriages and neglected children.

Clair sniffs.

HUGGY (CONT’D)
... but you see Clair, this world is... it isn’t made for sincerity. It isn’t made for a monster that hugs children to make their sad go away. This world is shit.

A beat.

HUGGY (CONT’D)
Yeah that’s right. I said shit.

Huggy is waiting for a sense of surprise from Clair that never comes.

HUGGY (CONT’D)
My point is this; you don’t have to be a part of it. You can be the one who says you need a hug. It’s ok.

Clair sits up.

CLAIR
Ok.
HUGGY
You feel a little better?

CLAIR
Yeah... a little.

HUGGY
That's what Huggy does little friend.

Clair smiles at him. His eyes are puffed from crying. He sniffs.

CLAIR
Hey Huggy?

HUGGY
Yes?

A beat.

CLAIR
Did you used to buy coke from Dan's friend Chris?

HUGGY
Ludes.

CLAIR
Excuse me?

HUGGY
Quaaludes. Methaqualone. It was a tough few years.

A beat.

CLAIR
Yeah I guess it probably was.

HUGGY
Hey.

Clair looks to Huggy.

HUGGY (CONT'D)
Come here.

Clair hugs Huggy.
INT. CABIN #2 BATHROOM - DAY

The shower is on. Renee sits, fully clothed on the toilet lid, holding a towel.

Her mother showers, letting the water hit her face. She looks down and opens her eyes. Renee is staring off, but is broken out of it and looks over at the shower curtain. She smiles a very small smile.

CUT TO:

EXT. MAJOR ROAD - DAY

Clair crosses over a major road, looking out of place covered in dirt and blood. He walks up to a Denny’s on the other side of the road.

EXT. DENNY’S - DAY

The area where Clair has ended up is purely commercial. Layer upon layer of mega store and chain restaurant, stacked on top of each other.

Clair walks up to the entrance of the Denny’s and approaches a CUSTOMER who is walking out of the restaurant.

CLAIR
Excuse me.

CUSTOMER
Holy shit. Are you ok?

Clair looks down at himself.

CLAIR
Oh. Yeah I’m fine. Actually I was wondering if I could use your phone.

The customer hands Clair a cell phone. He opens it and dials.

EXT. DENNY’S - DAY

Clair sits on the guard rail that sits on the perimeter of the parking lot. From behind him, Dan walks up and takes a seat next to him.
DAN
You look like shit.

CLAIR
Yeah. I know.

A beat.

DAN
What happened?

Another beat.

CLAIR
I went on a vision quest.

DAN
To the tunnel?

CLAIR
To the tunnel.

DAN
Did you see anything?

Clair hesitates.

CLAIR
Not really. No.

DAN
Oh well.

Yeah.

Dan waits a beat.

DAN
Wanna go get high?

CLAIR
Actually...

A beat.

Yeah?

DAN

Another beat.
CLAIR
I think I need to go to the hospital. These cuts are going to get infected.

Dan looks him over.

DAN
Yeah I see that. Jesus.

CLAIR
Do you have a cigarette?

DAN
Indeed.

Dan hands Clair a cigarette and lights it for him.

Clair takes a drag.

CUT TO:

164  EXT. MOUNTAIN - DAY
Repeating the motif of the beginning of the film, still shots and ambient sounds from the mountain.

165  EXT. DOWNTOWN SCRANTON - DAY
The city moves.

THE END.
CHAPTER FOUR: MARKETING PLAN

While theatrical release is the traditional goal of marketing and distributing a film, *TID* seeks to reach a more attainable goal: to gain as much exposure for the film and filmmakers as possible.

**Film Festivals**

Abandoning the traditional model of applying to every top tier film festival in hopes of securing a coveted premiere status at one of these prestigious events, *Theodore is Dying* will forge its own festival strategy, with emphasis on regional and European film festivals.

As a full-length narrative drama without any star power in the cast or crew, *TID* is looking to avoid being “just another indie drama” at these events by selecting festivals that would allow the film to stand out in a crowd. Appealing to regional festivals in the United States such as the Florida Film Festival and Ft. Lauderdale International Film Festival in the Southeast and the Great Lakes Film festival and the Philadelphia Film Festival in the Northeast (regions where the film was developed and shot respectively) the filmmakers can tap into an audience of people who may have a unique interest in the film.
European film festivals have also historically been a good place for up-and-coming American filmmakers to debut their freshman films, many even having student categories with discounted rates to encourage and celebrate new filmmakers.

Niche film festivals can also be highly lucrative to films that qualify, curating festivals that share certain attributes and attracting people with a specific taste. As a digital production, TID will be looking to partake in festivals that promote digital filmmaking practices. With digital filmmaking altering the landscape of film, several festivals even promote low budget filmmaking by separating low budget and undistributed films into a category to be judged amongst their peers. As a film produced as part of the University of Central Florida Master’s program in digital filmmaking, TID will also pursue festivals that celebrate student films.

**Self Distribution**

After an initial push on the festival circuit and providing that the film has not garnered any form of distribution deal, the filmmakers will self distribute the film directly through digital downloads and DVD purchases off of the film’s website.
By selling digital copies of the film directly to its audience, the filmmakers retain the most cost effective and sustainable distribution method possible by eliminating the need for DVD’s, plastic cases, and the fossil fuels required to ship the product. Through this method, the film would be available immediately to anyone in the world with an Internet connection.

DVD’s will be available in a limited number to those who desire physical copies of the film that will also be available from the website for an additional cost. DVD duplication services such as those available at Kunaki.com allow users to publish professional looking DVD and packaging for only a few dollars to the disc, allowing filmmakers to sell them for a markup and creating a small profit that can be used to further promote and distribute the film.

**Semi-Theatrical Screenings**

The filmmakers may host screenings to help promote the film in areas such as Orlando, Florida and Scranton, Pennsylvania where there are groups of people with personal and invested interest in seeing the film. Having built in audiences of the associates, friends, family, and friendly local relations would greatly benefit any such events and would help promote the film, future screenings, digital downloads, and DVD’s. The entrance fees will help recoup the costs of the screening and pay for additional promotion and distribution.
Promotion

The filmmakers of *TID* will make a push to promote any screenings and digital/DVD sales on a grassroots level. Having built and maintained an Internet presence on social media outlets such as Facebook and Twitter during the last three years, filmmakers can tap into a small community with unique and specific interest in all things *TID*. Outlets such as Reddit, Twitter and Facebook allow users to find and target groups with special interests that would make *TID* attractive to them, making it easy to appeal to a new, larger and international audience.

Huggy, a life sized stuffed monster puppet, is a children’s icon derived from the film will be an invaluable tool in the marketing and promotion of the film. By having someone dressed in the Huggy costume at events prior to the screening of the film, Huggy can help create buzz around the film with his characteristic frantic behavior, Huggy can hand out promotional materials and direct people to screenings of the film. By also releasing existing B-roll film featuring Huggy acting in a lewd and inappropriate behavior, the filmmakers can launch viral videos online to direct people to information where they can see or purchase the film to learn more about the videos and their antihero Huggy.
Figure 7: Sample Poster
EP Budgeting
Budget Title: Theodore is Dying
Script Dated: 12/18/2009
Producer: Allie Kenyon & Christina Santa Cruz
Budget Draft Dated: 01/02/2010
Location: Scranton, PA
Start Date: 02/17/2010
Finish Date: 03/07/2010
Total Days: 21 Days
Prepared By: Allie Kenyon

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| 1200   | PRODUCERS UNIT             |        |       |   |      |      |          |       |
| 1202   | PRODUCER                   |        |       |   |      |      |          |       |
|        | ALLIE KENYON               | 1 Allow| 1     | 0 | 0    | 0    |          | 0     |
|        | CHRISTINA SANTA CRUZ       | 1 Allow| 1     | 0 | 0    | 0    |          | 0     |
|        | Total                      |        |       |   |      |      |          | 0     |
| 1203   | SCOUTING TRIP              |        |       |   |      |      |          |       |
|        | AIRFARE FOR DIRECTOR & PRODUCERS | 1 Allow| 1     | 0 | 0    | 0    |          | 418   |
|        | RENTAL CAR                  | 1 Allow| 1     | 0 | 0    | 0    |          | 214   |
|        | GAS FOR LOCATION SCOUTING  | 35 Gallons | 1 | 0 | 0    | 0    |          | 105   |
|        | Total                      |        |       |   |      |      |          | 737   |
|        | **Account Total for 1200** |        |       |   |      |      |          | 737   |

| 1400   | CAST                        |        |       |   |      |      |          |       |
| 1401   | CAST                        |        |       |   |      |      |          |       |
|        | CAIR- Kevin Lohse          | 1 Allow| 1     | 0 | 0    | 0    |          | 0     |
|        | NENN- Katherine Wadskil     | 1 Days  | 1     | 0 | 0    | 0    |          | 0     |
|        | HUGGY                       | 2 Days  | 1     | 0 | 0    | 0    |          | 0     |
|        | THEO                        | 1 Day   | 1     | 0 | 0    | 0    |          | 0     |
|        | SYDNEY                      | 2 Days  | 1     | 0 | 0    | 0    |          | 0     |
|        | DEAN- Hollis Witherspoon    | 5 Days  | 1     | 0 | 0    | 0    |          | 0     |
|        | DARLINGER- Grace Gawthrop   | 2 Days  | 1     | 0 | 0    | 0    |          | 0     |
|        | CAROL                       | 1 Day   | 1     | 0 | 0    | 0    |          | 0     |
|        | XX88- Lawrence Cantor       | 1 Day   | 1     | 0 | 0    | 0    |          | 0     |
|        | DAN                         | 1 Day   | 1     | 0 | 0    | 0    |          | 0     |
|        | SONDRA                      | 2 Days  | 1     | 0 | 0    | 0    |          | 0     |
|        | MARRION                    | 1 Day   | 1     | 0 | 0    | 0    |          | 0     |
|        | DENNIS                      | 1 Day   | 1     | 0 | 0    | 0    |          | 0     |
|        | PREGNANT TEENAGE CLERK      | 1 Day   | 1     | 0 | 0    | 0    |          | 0     |
|        | ZACHARY                    | 1 Day   | 1     | 0 | 0    | 0    |          | 0     |
|        | FRANK                       | 1 Day   | 1     | 0 | 0    | 0    |          | 0     |
|        | WALTER                      | 1 Day   | 1     | 0 | 0    | 0    |          | 0     |
|        | ROCKY’S BARTENDER           | 1 Day   | 1     | 0 | 0    | 0    |          | 0     |
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**1404 CAST HOTELS**

- **Rental**
  - =31 Nights 1
  - Total 1,705

**Account Total for 1400**

- **Total** 4,205

### 1500 FUNDRAISING

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- **CINEMA PARADISO VENUE RENTAL**
  - 1 Allow 1
  - Total 212

- **PROMOTIONAL PRINTING - Booklets & Posters**
  - 1 Allow 1
  - Total 320

**Total**

- **Total 532**

**Account Total for 1500**

- **Total 1,458**

### 1810 Total Fringes

- **FICA**
  - 7.65%
  - 1,800
  - 138

- **FUTA**
  - 3.5%
  - 1,800
  - 63

- **SUTA**
  - 2.7%
  - 1,800
  - 49

- **SAG PENSION/HEALTH**
  - 14.8%
  - 1,800
  - 266

**Total Above-The-Line**

- **Total 516**
- **Total 7,010**

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The Entertainment Partners Services Group, EP Budgeting

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The Entertainment Partners Services Group, EP Budgeting
## The Entertainment Partners Services Group, EP Budgeting

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### 3100 CAMERA

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### 3200 PRODUCTION SOUND

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The Entertainment Partners Services Group, EP Budgeting
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**Account Total for 3200**: 600

3400 LOCATION EXPENSES

3410 CATERING SERVICE

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<th>Curr</th>
<th>Rate</th>
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<tr>
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**Total**

**Account Total for 3400**: 4,300

3600 TRANSPORTATION

3630 GAS & OIL

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<tr>
<td>GAS FOR BUDGET TRUCK FL TO PA</td>
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**Total**

**3640 AIR FARE**

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**Total**

**Account Total for 3600**: 5,125

3800 PRODUCTION MEDIA STORAGE

3802 HARD DRIVES

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</thead>
<tbody>
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<td>1TB HARD DRIVES</td>
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**Total**

**Account Total for 3800**: 400

4810 Total Fringes

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The Entertainment Partners Services Group, EP Budgeting
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The Entertainment Partners Services Group, EP Budgeting
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<tr>
<th>Sheet #</th>
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<th>Time</th>
<th>Pages</th>
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<tbody>
<tr>
<td>89</td>
<td>1/8 pgs</td>
<td>Diner</td>
<td>Morning</td>
<td>2, 4, 17, 25</td>
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<tr>
<td>90</td>
<td>1/8 pgs</td>
<td>Diner</td>
<td>Morning</td>
<td>2</td>
</tr>
<tr>
<td>94</td>
<td>3/8 pgs</td>
<td>Diner</td>
<td>Morning</td>
<td>2, 17</td>
</tr>
<tr>
<td>91</td>
<td>2/8 pgs</td>
<td>Diner</td>
<td>Morning</td>
<td>2, 4</td>
</tr>
<tr>
<td>93</td>
<td>3/8 pgs</td>
<td>Diner</td>
<td>Morning</td>
<td>2, 4</td>
</tr>
<tr>
<td>92</td>
<td>3/8 pgs</td>
<td>Diner Kitchen</td>
<td>Morning</td>
<td>2, 17</td>
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<td>49</td>
<td>1/8 pgs</td>
<td>Car</td>
<td>Day</td>
<td>2, 4</td>
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**COMPANY MOVE**

<table>
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<th>Pages</th>
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<tbody>
<tr>
<td>57</td>
<td>1/8 pgs</td>
<td>Scranton Local 8</td>
<td>Day</td>
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**End Day #1 Friday, February 19, 2010 -- Total Pages: 2 5/8**

<table>
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</thead>
<tbody>
<tr>
<td>124</td>
<td>2/8 pgs</td>
<td>Apartment Living Room</td>
<td>Night</td>
<td>2, 4</td>
</tr>
<tr>
<td>20</td>
<td>1 1/8 pgs</td>
<td>Apartment Bedroom</td>
<td>Night</td>
<td>2, 4</td>
</tr>
<tr>
<td>22</td>
<td>4/8 pgs</td>
<td>Apartment Bedroom</td>
<td>Night</td>
<td>2, 4</td>
</tr>
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<td>37</td>
<td>2 1/8 pgs</td>
<td>Apartment Bedroom</td>
<td>Night</td>
<td>2, 4</td>
</tr>
<tr>
<td>87</td>
<td>5/8 pgs</td>
<td>Apartment Bedroom</td>
<td>Night</td>
<td>2, 4</td>
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<tr>
<td>21</td>
<td>1/8 pgs</td>
<td>Apartment Kitchen</td>
<td>Night</td>
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**End Day #2 Saturday, February 20, 2010 -- Total Pages: 4 6/8**

<table>
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<th>Location</th>
<th>Time</th>
<th>Pages</th>
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<tbody>
<tr>
<td>19</td>
<td>2/8 pgs</td>
<td>Apartment Bedroom</td>
<td>Night</td>
<td>2, 4</td>
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### End Day # 3 Sunday, February 21, 2010 -- Total Pages: 5 4/8

<table>
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<th>Location</th>
<th>Time</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheet #: 51</td>
<td>51</td>
<td>INT</td>
<td>LASER LUBE</td>
<td>Day</td>
<td>Clair watches TV in the Laser Lube waiting area.</td>
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<tr>
<td>Sheet #: 53</td>
<td>53</td>
<td>INT</td>
<td>LASER LUBE</td>
<td>Day</td>
<td>Laura tells Clair she wants to break up.</td>
</tr>
<tr>
<td>Sheet #: 55</td>
<td>55</td>
<td>INT</td>
<td>LASER LUBE</td>
<td>Day</td>
<td>Laura returns to the waiting room while Clair waits outside.</td>
</tr>
<tr>
<td>Sheet #: 50</td>
<td>50</td>
<td>EXT</td>
<td>LASER LUBE</td>
<td>Day</td>
<td>Clair and Laura arrive at the Laser Lube.</td>
</tr>
<tr>
<td>Sheet #: 54</td>
<td>54</td>
<td>EXT</td>
<td>LASER LUBE</td>
<td>Day</td>
<td>Clair and Laura continue to fight.</td>
</tr>
<tr>
<td>Sheet #: 56</td>
<td>56</td>
<td>EXT</td>
<td>LASER LUBE</td>
<td>Day</td>
<td>Clair walks away from the Laser Lube</td>
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</tbody>
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### COMPANY MOVE

<table>
<thead>
<tr>
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<th>Scenes:</th>
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<th>Location</th>
<th>Time</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Sheet #: 31</td>
<td>31</td>
<td>INT</td>
<td>LAURA'S CAR</td>
<td>Morning</td>
<td>Clair delivers papers and crashes into a mailbox.</td>
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</tbody>
</table>

### End Day # 4 Monday, February 22, 2010 -- Total Pages: 5 2/8

<table>
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<th>Location</th>
<th>Time</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheet #: 123</td>
<td>123</td>
<td>EXT</td>
<td>DAN'S APARTMENT BUILDING</td>
<td>Day</td>
<td>Laura tells Clair about Theo’s message and Chris gives Clair his keys.</td>
</tr>
<tr>
<td>Sheet #: 96</td>
<td>96</td>
<td>EXT</td>
<td>DAN'S APARTMENT BUILDING</td>
<td>Day</td>
<td>Clair arrives at Dan’s apartment.</td>
</tr>
<tr>
<td>Sheet #: 99</td>
<td>99</td>
<td>INT</td>
<td>CHRIS’S CAR</td>
<td>Day</td>
<td>Chris tells Clair, Dan and Sandra about his vision quest which is coming up.</td>
</tr>
<tr>
<td>Sheet #: 121</td>
<td>121</td>
<td>INT</td>
<td>CHRIS’S CAR</td>
<td>Day</td>
<td>Dan tells Chris about Laura and Clair’s breakup.</td>
</tr>
<tr>
<td>Sheet #: 97</td>
<td>97</td>
<td>INT</td>
<td>DAN'S APARTMENT BUILDING</td>
<td>Day</td>
<td>Clair goes upstairs and knocks on Dan’s door.</td>
</tr>
<tr>
<td>Sheet #: 98</td>
<td>98</td>
<td>INT</td>
<td>DAN'S APARTMENT LIVING ROOM</td>
<td>Day</td>
<td>Clair and Dan smoke until Chris arrives and has something to say.</td>
</tr>
</tbody>
</table>

### End Day # 5 Tuesday, February 23, 2010 -- Total Pages: 5 6/8

<table>
<thead>
<tr>
<th>Sheet #:</th>
<th>Scenes:</th>
<th>INT</th>
<th>Location</th>
<th>Time</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheet #: 112</td>
<td>112</td>
<td>EXT</td>
<td>TRAIN TUNNEL</td>
<td>Day</td>
<td>Chris shows Clair, Dan, and Sandra the location of his visit.</td>
</tr>
<tr>
<td>Sheet #: 153</td>
<td>153</td>
<td>EXT</td>
<td>TRAIN TUNNEL</td>
<td>Day</td>
<td>Clair arrives at the train tunnel.</td>
</tr>
</tbody>
</table>

166
<table>
<thead>
<tr>
<th>Sheet #:</th>
<th>Pages</th>
<th>Scenes:</th>
<th>Type</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>154</td>
<td>2/8</td>
<td>154</td>
<td>EXT</td>
<td>TRAIN TUNNEL Day Clair and Huggy talk.</td>
<td>2.5</td>
</tr>
<tr>
<td>157</td>
<td>1 3/8</td>
<td>157</td>
<td>EXT</td>
<td>TRAIN TUNNEL Day Clair and Huggy talk some more.</td>
<td>2.5</td>
</tr>
<tr>
<td>159</td>
<td>2 3/8</td>
<td>159</td>
<td>EXT</td>
<td>TRAIN TUNNEL Day Clair and Huggy talk even more (and hug).</td>
<td>2.5</td>
</tr>
</tbody>
</table>

**COMPANY MOVE**

<table>
<thead>
<tr>
<th>Sheet #:</th>
<th>Pages</th>
<th>Scenes:</th>
<th>Type</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>129</td>
<td>2/8</td>
<td>129</td>
<td>INT</td>
<td>LAURA’S CAR Night Clair drives to the cabin.</td>
<td>2</td>
</tr>
<tr>
<td>143</td>
<td>2/8</td>
<td>143</td>
<td>INT</td>
<td>LAURA’S CAR Night Clair drives towards the cabin and smokes a cigarette.</td>
<td>2</td>
</tr>
<tr>
<td>145</td>
<td>2/8</td>
<td>145</td>
<td>INT</td>
<td>LAURA’S CAR Night Clair drives.</td>
<td>2</td>
</tr>
<tr>
<td>147</td>
<td>2/8</td>
<td>147</td>
<td>INT</td>
<td>LAURA’S CAR Night Clair brakes suddenly and swerves to avoid what he thinks.</td>
<td>2</td>
</tr>
</tbody>
</table>

**End Day # 6 Wednesday, February 24, 2010 -- Total Pages: 7 1/8**

**OFF -- Thursday, February 25, 2010**

<table>
<thead>
<tr>
<th>Sheet #:</th>
<th>Pages</th>
<th>Scenes:</th>
<th>Type</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>161</td>
<td>1/8</td>
<td>161</td>
<td>EXT</td>
<td>SCENIC SCRANTON #1 Day Clair walks.</td>
<td>2</td>
</tr>
<tr>
<td>167</td>
<td>1/8</td>
<td>B161</td>
<td>EXT</td>
<td>SCENIC SCRANTON #2 Day Clair walks some more.</td>
<td>2</td>
</tr>
<tr>
<td>168</td>
<td>1/8</td>
<td>B161</td>
<td>EXT</td>
<td>SCENIC SCRANTON #3 Day Clair walks some more.</td>
<td>2</td>
</tr>
<tr>
<td>162</td>
<td>4/8</td>
<td>162</td>
<td>EXT</td>
<td>DENNY’S/STOREFRONT Day Clair borrows a customer’s phone.</td>
<td>2, 23</td>
</tr>
<tr>
<td>163</td>
<td>1 4/8</td>
<td>163</td>
<td>EXT</td>
<td>DENNY’S Day Dan picks Clair up.</td>
<td>2</td>
</tr>
</tbody>
</table>

**COMPANY MOVE**

<table>
<thead>
<tr>
<th>Sheet #:</th>
<th>Pages</th>
<th>Scenes:</th>
<th>Type</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>3</td>
<td>30</td>
<td>INT</td>
<td>WAREHOUSE Day Clair and Dan work and talk about Huggy and Laura.</td>
<td>2, 8, 24</td>
</tr>
<tr>
<td>28</td>
<td>1/8</td>
<td>28</td>
<td>EXT</td>
<td>WAREHOUSE Day Clair drives up to the warehouse.</td>
<td>2</td>
</tr>
<tr>
<td>29</td>
<td>2 6/8</td>
<td>29</td>
<td>INT</td>
<td>LAURA’S CAR Day Clair and Dan get stoned and talk about Huggy.</td>
<td>2, 8</td>
</tr>
</tbody>
</table>

**End Day # 7 Friday, February 26, 2010 -- Total Pages: 8 2/8**
<table>
<thead>
<tr>
<th>Sheet #:</th>
<th>Scenarios:</th>
<th>Ext/Int</th>
<th>Scene Description</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>#107 3/8 pgs</td>
<td>107</td>
<td>EXT</td>
<td>SYDNEY’S HOUSE</td>
<td>1, 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Theo arrives at Sydney’s house.</td>
<td></td>
</tr>
<tr>
<td>#111 1/8 pgs</td>
<td>111</td>
<td>EXT</td>
<td>SYDNEY’S HOUSE</td>
<td>1, 6</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sydney watches Theo drive off.</td>
<td></td>
</tr>
<tr>
<td>#126 1/8 pgs</td>
<td>126</td>
<td>EXT</td>
<td>SYDNEY’S HOUSE</td>
<td>2, 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Clair arrives at Sydney’s house.</td>
<td></td>
</tr>
<tr>
<td>#108 4/8 pgs</td>
<td>108</td>
<td>INT</td>
<td>SYDNEY’S HOUSE FOYER</td>
<td>1, 6, 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sydney greets Theo.</td>
<td></td>
</tr>
<tr>
<td>#128 3/8 pgs</td>
<td>128</td>
<td>INT</td>
<td>SYDNEY’S HOUSE FOYER</td>
<td>2, 6</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sydney and Clair say goodbye.</td>
<td></td>
</tr>
<tr>
<td>#127 2 1/8 pgs</td>
<td>127</td>
<td>INT</td>
<td>SYDNEY’S HOUSE LIVING ROOM</td>
<td>2, 6, 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Day</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Clair asks about Theo and they talk about his break-up.</td>
<td></td>
</tr>
<tr>
<td>#110 5/8 pgs</td>
<td>110</td>
<td>INT</td>
<td>SYDNEY’S HOUSE FOYER</td>
<td>1, 6, 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Theo, Sydney and John say goodbye.</td>
<td></td>
</tr>
<tr>
<td>#109 2 3/8 pgs</td>
<td>109</td>
<td>INT</td>
<td>SYDNEY’S HOUSE KITCHEN</td>
<td>1, 6, 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Theo accepts Sydney’s offer to stay at the cabin.</td>
<td></td>
</tr>
</tbody>
</table>

**End Day # 8 Saturday, February 27, 2010 -- Total Pages: 6 5/8**

<table>
<thead>
<tr>
<th>Sheet #:</th>
<th>Scenarios:</th>
<th>Ext/Int</th>
<th>Scene Description</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>#100 2/8 pgs</td>
<td>100</td>
<td>EXT</td>
<td>CABIN #3</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee stakes out the cabin waiting for the old woman to le</td>
<td></td>
</tr>
<tr>
<td>#106 1/8 pgs</td>
<td>106</td>
<td>EXT</td>
<td>CABIN #3</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee walks away from the cabin.</td>
<td></td>
</tr>
<tr>
<td>#101 1/8 pgs</td>
<td>101</td>
<td>INT</td>
<td>CABIN #3 BACK PORCH</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee opens the door.</td>
<td></td>
</tr>
<tr>
<td>#102 2/8 pgs</td>
<td>102</td>
<td>INT</td>
<td>CABIN #3 LIVING ROOM</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee enters the house and walks through the room.</td>
<td></td>
</tr>
<tr>
<td>#105 1/8 pgs</td>
<td>105</td>
<td>INT</td>
<td>CABIN #3 LIVING ROOM</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee sneaks out of the house.</td>
<td></td>
</tr>
<tr>
<td>#103 1/8 pgs</td>
<td>103</td>
<td>INT</td>
<td>CABIN #3 BEDROOM</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee checks out the bed.</td>
<td></td>
</tr>
<tr>
<td>#104 2 1/2 pgs</td>
<td>104</td>
<td>INT</td>
<td>CABIN #3 BATHROOM</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee takes pills from the medicine cabinet.</td>
<td></td>
</tr>
</tbody>
</table>

**COMPANY MOVE**

<table>
<thead>
<tr>
<th>Sheet #:</th>
<th>Scenarios:</th>
<th>Ext/Int</th>
<th>Scene Description</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>#12 1/8 pgs</td>
<td>12</td>
<td>EXT</td>
<td>CABIN #1 FRONT</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Clair knocks on the cabin door.</td>
<td></td>
</tr>
<tr>
<td>#13 1/8 pgs</td>
<td>13</td>
<td>EXT</td>
<td>CABIN #1 BACK</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Clair knocks and enters the cabin.</td>
<td></td>
</tr>
<tr>
<td>#15 1/8 pgs</td>
<td>15</td>
<td>INT</td>
<td>CABIN #1 STAIRWELL/UPSTAIRS HALLWAY</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Clair looks around the cabin. (continued).</td>
<td></td>
</tr>
</tbody>
</table>
**End Day # 9 Sunday, February 28, 2010 -- Total Pages: 2 1/8**

<table>
<thead>
<tr>
<th>Sheet #: 58 2/8 pgs</th>
<th>Scenes: 58</th>
<th>Ext</th>
<th>Lake Winola</th>
<th>Day</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Int CABIN #1 BATHROOM</td>
<td>Int CABIN #1 BATHROOM</td>
<td>Oakland</td>
<td>Reneé walks past shut-up shops.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clairs sits in bed listening to her mother.</td>
<td>Theo enters the cabin.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Theo sits and smokes a cigarette.</td>
<td>Theo sets up the TV.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Theo looks around the cabin</td>
<td>Theo gets up and heads outside.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Theo makes his way to the end of the dock.</td>
<td>Theo collapses on the dock.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Theo's lifeless body lies on the dock.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**COMPANY MOVE**

<table>
<thead>
<tr>
<th>Sheet #: 24 2/8 pgs</th>
<th>Scenes: 24</th>
<th>Int</th>
<th>CABIN #2 RENEE'S BEDROOM</th>
<th>Night</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reneé sits in bed listening to her mother.</td>
<td>Theo is woken up by screaming from next door.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Theo comes in for his cigarettes and lighter and goes back</td>
<td>Theo makes his way to the end of the dock.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Theo's lifeless body lies on the dock.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #: 18 1/8 pgs</th>
<th>Scenes: 18</th>
<th>Int</th>
<th>CABIN #1 LIVING ROOM</th>
<th>Night</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clairs sits down.</td>
<td>Theo gets up and heads outside.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Theo walks down towards the dock.</td>
<td>Theo makes his way to the end of the dock.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Theo collapses on the dock.</td>
<td>Theo's lifeless body lies on the dock.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### COMPANY MOVE

<table>
<thead>
<tr>
<th>Sheet #: 151 1/8 pgs</th>
<th>Scenes: 151</th>
<th>EXT</th>
<th>CABIN #1 BACK</th>
<th>Night</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Theo takes short shallow breaths and dies.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### End Day # 10 Monday, March 1, 2010 -- Total Pages: 3 3/8

<table>
<thead>
<tr>
<th>Sheet #: 160 2/8 pgs</th>
<th>Scenes: 160</th>
<th>INT</th>
<th>CABIN #2 BATHROOM</th>
<th>Day</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee sits while her mom showers.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #: 130 1/8 pgs</th>
<th>Scenes: 130</th>
<th>INT</th>
<th>CABIN #2 BATHROOM</th>
<th>Night</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee draws on the mirror and sees Seth arrive.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### End Day # 11 Tuesday, March 2, 2010 -- Total Pages: 5 3/8

<table>
<thead>
<tr>
<th>Sheet #: 26 1/8 pgs</th>
<th>Scenes: 26</th>
<th>INT</th>
<th>CABIN #2 LIVING ROOM</th>
<th>Morning</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee looks through the ashtray for a cig.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #: 75 1/8 pgs</th>
<th>Scenes: 75</th>
<th>INT</th>
<th>CABIN #2 LIVING ROOM</th>
<th>Night</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee sleeps on the couch.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #: 116 5/8 pgs</th>
<th>Scenes: 116</th>
<th>INT</th>
<th>CABIN #2 STAIRWELL</th>
<th>Day</th>
<th>3.15</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee takes her mom a sandwich and some pills.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #: 156 1/8 pgs</th>
<th>Scenes: 156</th>
<th>INT</th>
<th>CABIN #2 STAIRWELL</th>
<th>Day</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee goes up to her mother's room.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #: 158 4/8 pgs</th>
<th>Scenes: 158</th>
<th>INT</th>
<th>CABIN #2 BEDROOM</th>
<th>Day</th>
<th>3.15</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee climbs into bed with her mother.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #: 64 3/8 pgs</th>
<th>Scenes: 64</th>
<th>INT</th>
<th>CABIN #2 STAIRWELL</th>
<th>Night</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee takes food to her mom.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #: 25 3/8 pgs</th>
<th>Scenes: 25</th>
<th>INT</th>
<th>CABIN #2 KITCHEN</th>
<th>Morning</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee searches through purse.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #: 63 1/8 pgs</th>
<th>Scenes: 63</th>
<th>INT</th>
<th>CABIN #2 KITCHEN</th>
<th>Night</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee makes sandwiches.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #: 115 1/8 pgs</th>
<th>Scenes: 115</th>
<th>INT</th>
<th>CABIN #2 KITCHEN</th>
<th>Day</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee makes a sandwich.</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #: 131 1 pgs</th>
<th>Scenes: 131</th>
<th>INT</th>
<th>CABIN #2</th>
<th>Night</th>
<th>3.16</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee runs through the house and confronts Seth.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #: 76 1/8 pgs</th>
<th>Scenes: 76</th>
<th>EXT</th>
<th>CABIN #2 FRONT</th>
<th>Night</th>
<th>1</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>A flag blows in the wind.</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Sheet #: 138 1/8 pgs</th>
<th>Scenes: 138</th>
<th>EXT</th>
<th>CABIN #2 FRONT</th>
<th>Night</th>
<th>1.3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renee stands over Theo after he falls.</td>
<td></td>
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</tr>
</tbody>
</table>

<table>
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<tr>
<th>Sheet #: 133 4/8 pgs</th>
<th>Scenes: 133</th>
<th>EXT</th>
<th>CABIN #1 FRONT</th>
<th>Night</th>
<th>1.15.16</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Theo stands outside listening to Renee's mom yell at Seth</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheet #: 136 6/8 pgs</th>
<th>Scenes: 136</th>
<th>EXT</th>
<th>CABIN #2 FRONT</th>
<th>Night</th>
<th>1.3.16</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Theo lights the flag on fire, kicks Seth and falls on his back</td>
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</tbody>
</table>
### COMPANY MOVE

| Sheet #: 148 | Scenarios: 148 | EXT | MOUNTAIN ROAD #3 | Clair stares at the crashed car. | Night | 2 |
| Sheet #: 152 | Scenarios: 152 | EXT | MOUNTAIN ROAD #3 | Clair stumbles away from the car. | Night | 2 |

### End Day #12 Wednesday, March 3, 2010 -- Total Pages: 5 5/8

#### OFF -- Thursday, March 4, 2010

| Sheet #: 117 | Scenarios: 117 | EXT | CABIN #1 FRONT | Theo arrives at the cabin. | Day | 1 |
| Sheet #: 119 | Scenarios: 119 | EXT | CABIN #1 BACK | Theo investigates the cabin. | Day | 1 |
| Sheet #: 39 | Scenarios: 39 | EXT | CABIN #2 FRONT | Renee steps outside | Day | 3 |
| Sheet #: 27 | Scenarios: 27 | EXT | CABIN #2 FRONT | Renee smokes. | Morning | 3 |
| Sheet #: 139 | Scenarios: 139 | INT | CABIN #1 LIVING ROOM | Theo and Renee talk. | Night | 1, 3 |

### End Day #13 Friday, March 5, 2010 -- Total Pages: 7 4/8

| Sheet #: 9 | Scenarios: 9 | EXT | PUMP N PANTRY | Clair hobbles toward the gas station. | Morning | 2 |
| Sheet #: 42 | Scenarios: 42 | EXT | PUMP N PANTRY | Renee sees pill bottles in the old woman's car. | Day | 3 |

### COMPANY MOVE

| Sheet #: 41 | Scenarios: 41 | INT | PUMP N PANTRY | Renee buys cigarettes. | Day | 3, 13 |
| Sheet #: 10 | Scenarios: 10 | INT | PUMP N PANTRY | Clair buys band-aids and cigs. | Morning | 2, 13 |
### COMPANY MOVE

#### End Day # 14 Saturday, March 6, 2010 -- Total Pages: 3 6/8

| Sheet #: 44 | Scenes: 44 | EXT | UTILITY COMPANY OFFICES PARKING LOT | Day | Theo parks and walks to the building. |
| Sheet #: 46 | Scenes: 46 | EXT | UTILITY COMPANY OFFICES PARKING LOT | Day | Theo breaks cars taillights with a baseball bat and drives a |
| Sheet #: 43 | Scenes: 43 | INT | THEO’S CAR | Day | Theo drives and drinks a smoothie. |
| Sheet #: 113 | Scenes: 113 | INT | THEO’S CAR | Day | Theo drives to the Pump N’ Pantry |

#### COMPANY MOVE

| Sheet #: 62 | Scenes: 62 | EXT | WOODS | Day | Clair finds an abandoned car and climbs inside to rest. |
| Sheet #: 88 | Scenes: 88 | INT | ABANDONED CAR | Day | Clair wakes up and sees Huggy’s tail. |

#### COMPANY MOVE

| Sheet #: 48 | Scenes: 48 | EXT | MOUNTAIN ROAD #2 | Day | Clair eats shrooms and walks away from the road. |
| Sheet #: 164 | Scenes: 164 | EXT | MOUNTAIN | Day | Still shots of the mountain. |

### End Day # 15 Sunday, March 7, 2010 -- Total Pages: 1 5/8

| Sheet #: 95 | Scenes: 95 | EXT | ROCKY’S | Morning | Theo wakes up in his car. |
| Sheet #: 125 | Scenes: 125 | INT | ROCKY’S | Day | Clair asks Frank if he knows where Theo is. |
| Sheet #: 82 | Scenes: 82 | EXT | ROCKY’S | Night | Theo stumbles out of the bar and decides to walk. |
| Sheet #: 80 | Scenes: 80 | EXT | ROCKY’S | Night | Theo parks and walks to the bar. |
### End Day #16 Monday, March 8, 2010 -- Total Pages: 7 1/8

| Sheet #: 68 | Scenes: 68 | INT | DARLENE'S HOUSE DEN | Night | Theo and Darlene enter the house and meet the cat. | 1, 7 |
| Sheet #: 68 | Scenes: 68 | INT | DARLENE'S HOUSE DEN | Night | Theo looks at pictures of Darlene's daughters and husband | 1, 7 |
| Sheet #: 69 | Scenes: 69 | INT | DARLENE'S HOUSE BATHROOM | Night | Theo takes a Viagra. | 1 |
| Sheet #: 70 | Scenes: 70 | INT | DARLENE'S HOUSE BEDROOM | Night | Darlene and Theo undress. | 1, 7 |
| Sheet #: 71 | Scenes: 71 | INT | DARLENE'S HOUSE BEDROOM | Night | Darlene and Theo get physical. | 1, 7 |
| Sheet #: 74 | Scenes: 74 | INT | DARLENE'S HOUSE BEDROOM | Night | Theo feels unwell while in bed with Darlene. | 1, 7 |
| Sheet #: 77 | Scenes: 77 | INT | DARLENE'S HOUSE BEDROOM | Night | Theo gets dressed and leaves. | 1, 7 |
| Sheet #: 60 | Scenes: 60 | INT | THEO'S CAR | Evening | Theo drives to Darlene's. | 1 |
| Sheet #: 61 | Scenes: 61 | EXT | DARLENE'S HOUSE | Evening | Theo meets Darlene and they head off on their "date". | 1, 7 |
| Sheet #: 67 | Scenes: 67 | EXT | DARLENE'S HOUSE | Night | Theo and Darlene return from the restaurant. | 1, 7 |
| Sheet #: 77 | Scenes: 77 | EXT | DARLENE'S HOUSE | Night | Theo walks to his car. | 1 |
| Sheet #: 79 | Scenes: 79 | INT | THEO'S CAR | Night | Theo gets upset about what happened with Darlene. | 1 |

### End Day #17 Tuesday, March 9, 2010 -- Total Pages: 5 4/8

| Sheet #: 65 | Scenes: 65 | INT | GRAZIANO'S ITALIAN RESTAURANT | Night | Theo and Darlene have dinner. | 1, 7, 20 |

### End Day #18 Wednesday, March 10, 2010 -- Total Pages: 7

**OFF -- Thursday, March 11, 2010**

<p>| Sheet #: 2 | Scenes: 2 | EXT | RESIDENTIAL STREET | Day | Donald (Huggy) gets drugs from Chris. | 5, 9 |
| Sheet #: 6 | Scenes: 6 | EXT | SCRANTON MULTIPLE LOCATIONS | Day | Donald/Huggy walks around Scranton and dies. | 5 |</p>
<table>
<thead>
<tr>
<th>Sheet #:  3</th>
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<tbody>
<tr>
<td>1/8 pgs</td>
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<td>2 Scenes</td>
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<tr>
<td>EXT</td>
</tr>
<tr>
<td>COFFEE SHOP</td>
</tr>
<tr>
<td>Day</td>
</tr>
<tr>
<td>Establishing the coffee shop and showing the locals.</td>
</tr>
<tr>
<td>5</td>
</tr>
<tr>
<td>Sheet #:  5</td>
</tr>
<tr>
<td>1/8 pgs</td>
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<tr>
<td>5 Scenes</td>
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<tr>
<td>EXT</td>
</tr>
<tr>
<td>COFFEE SHOP</td>
</tr>
<tr>
<td>Day</td>
</tr>
<tr>
<td>Donald leaves coffee shop and smokes a cigarette.</td>
</tr>
<tr>
<td>5</td>
</tr>
<tr>
<td>Sheet #:  4</td>
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<tr>
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<tr>
<td>4 Scenes</td>
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<tr>
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<tr>
<td>COFFEE SHOP</td>
</tr>
<tr>
<td>Day</td>
</tr>
<tr>
<td>Donald waits in line for a coffee.</td>
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**COMPANY MOVE**

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<td>INT</td>
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<tr>
<td>NEWS ROOM</td>
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<tr>
<td>Day</td>
</tr>
<tr>
<td>News story on the death of Huggy--Donald interview only.</td>
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**End Day # 19 Friday, March 12, 2010 -- Total Pages: 3 6/8**

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<td>32 Scenes</td>
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<tr>
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<tr>
<td>THEO'S APARTMENT BEDROOM</td>
</tr>
<tr>
<td>Morning</td>
</tr>
<tr>
<td>Theo wakes up to his cell phone and the power out.</td>
</tr>
<tr>
<td>1</td>
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<tr>
<td>Sheet #:  34</td>
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<tr>
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<tr>
<td>THEO'S APARTMENT BEDROOM</td>
</tr>
<tr>
<td>Morning</td>
</tr>
<tr>
<td>Theo calls Frank.</td>
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<td>Sheet #:  33</td>
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<tr>
<td>THEO'S APARTMENT KITCHEN</td>
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<tr>
<td>Morning</td>
</tr>
<tr>
<td>Theo looks for a new lightbulb and realizes the power is off</td>
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<td>Sheet #:  35</td>
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<td>THEO'S APARTMENT KITCHEN</td>
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<tr>
<td>Morning</td>
</tr>
<tr>
<td>Theo receives a visit from Sydney.</td>
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**End Day # 20 Saturday, March 13, 2010 -- Total Pages: 8 1/8**

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<tr>
<td>UTILITY COMPANY OFFICES</td>
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<tr>
<td>Day</td>
</tr>
<tr>
<td>Theo tries (and fails) to get his power turned back on.</td>
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<tr>
<td>1, 18, 19</td>
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**COMPANY MOVE**

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<td>36 Scenes</td>
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<tr>
<td>EXT</td>
</tr>
<tr>
<td>THEO’S APARTMENT BUILDING</td>
</tr>
<tr>
<td>Day</td>
</tr>
<tr>
<td>Theo runs into Carol on his way to the utility office.</td>
</tr>
<tr>
<td>1, 11</td>
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<tr>
<td>Sheet #:  65</td>
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<tr>
<td>1/6 pgs</td>
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<tr>
<td>65 Scenes</td>
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<tr>
<td>THEO’S APARTMENT BUILDING HALLWAY</td>
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<tr>
<td>Night</td>
</tr>
<tr>
<td>Theo leaves Carol's apartment and heads back to his own.</td>
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<td>1, 11</td>
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<tr>
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<tr>
<td>THEO’S APARTMENT BUILDING ELEVATOR</td>
</tr>
<tr>
<td>Night</td>
</tr>
<tr>
<td>Theo runs into Carol.</td>
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<td>1, 11</td>
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<tr>
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<td>84 Scenes</td>
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<tr>
<td>INT</td>
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<tr>
<td>CAROL’S BEDROOM</td>
</tr>
<tr>
<td>Night</td>
</tr>
<tr>
<td>Theo and Carol make love.</td>
</tr>
<tr>
<td>1, 11</td>
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<tr>
<td>Sheet #:  86</td>
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<td>86 Scenes</td>
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<tr>
<td>THEO’S APARTMENT ENTRANCE</td>
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<tr>
<td>Night</td>
</tr>
<tr>
<td>Theo walks in and tries to turn on the light.</td>
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**End Day # 21 Sunday, March 14, 2010 -- Total Pages: 4 7/8**

UnScheduled
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<tr>
<td>1</td>
<td>1/8</td>
<td>1</td>
<td>EXT</td>
<td>SCRANTON DOWNTOWN</td>
<td>Day</td>
<td>Shots of the city.</td>
</tr>
<tr>
<td>165</td>
<td>1/8</td>
<td>165</td>
<td>EXT</td>
<td>SCRANTON DOWNTOWN</td>
<td>Day</td>
<td>The city moves.</td>
</tr>
<tr>
<td>166</td>
<td>2</td>
<td>52A</td>
<td>INT</td>
<td>NEWS ROOM</td>
<td>Day</td>
<td>News story on the death of Huggy--featuring past footage.</td>
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<tr>
<td>73</td>
<td>1/8</td>
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<td></td>
<td></td>
<td></td>
<td>Found footage of the heart, blood, cells, brain, etc.</td>
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<tr>
<td>137</td>
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<td>137</td>
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<td>Found footage: a gland produces adrenaline.</td>
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<td>150</td>
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<td>Found footage of the body shutting down</td>
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<td>7</td>
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<tr>
<td>134</td>
<td>1/8</td>
<td>134</td>
<td>INT</td>
<td>CABIN #2 UPSTAIRS</td>
<td>Night</td>
<td>Renee watches Theo head back inside.</td>
</tr>
</tbody>
</table>

1, 3
# THEODORE IS DYING

## Day Out of Days Report for Cast Members

**February 19, 2010**

**12:03 AM**

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<tr>
<th>Day of Week</th>
<th>Fri</th>
<th>Sat</th>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
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<th>Fri</th>
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<tr>
<td><strong>Shooting Day</strong></td>
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<td>2</td>
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<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
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<td>1. Theo</td>
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<tr>
<td>2. Clair</td>
<td>SW</td>
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<tr>
<td>3. Renee</td>
<td>SW</td>
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<td>SW</td>
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<td>4. Laura</td>
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<td>5. Donald/Huggy</td>
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<td>6. Sydney</td>
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<td>7. Darlene</td>
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<td>9. Chris</td>
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<td>10. John</td>
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<td>11. Carol</td>
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<td>12. Frank</td>
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<td>13. Pregnant Teenage Clerk</td>
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<td>14. Sandra</td>
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<td>15. Renee’s Mom</td>
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<td>16. Seth</td>
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<td>18. Utilities Cust. Service Agent #2/Bridget</td>
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<td>19. Utilities Customer Service Agent #1</td>
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APPENDIX C: CHAIN OF TITLE
DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-05-2009
Employer Identification Number: 26-2955228
Form: 23-4
Number of this notice: 35-75 B
For assistance you may call us at: 1-800-829-8150

MOVING PICTURE PARTY LLC
RYAN KERI KENNAMER MBR
1020 ALMA DR
ORLANDO, FL 32809

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 26-2955228. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filling tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or cause you to be assessed more than one EIN. If the information is not correct as shown above, please make the corrections using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 09/15/2010

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Limited Liability Company. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-8150 (TTY/TDD 1-800-829-4059) or visit your local IRS office.
IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.
Electronic Articles of Organization
For
Florida Limited Liability Company

Article I
The name of the Limited Liability Company is:
MOVING PICTURE PARTY, LLC

Article II
The street address of the principal office of the Limited Liability Company is:
1020 ALBA DRIVE
ORLANDO, FL. US 32804

The mailing address of the Limited Liability Company is:
1020 ALBA DRIVE
ORLANDO, FL. US 32804

Article III
The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV
The name and Florida street address of the registered agent is:
LAW OFFICES OF LAWRENCE H. HABER, P.A.
6131 MESSINA LANE
COCOA BEACH, FL. 32931

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: LAWRENCE HABER
Article V
The name and address of managing members/managers are:

Title: MGR
RYAN POMERANZ
1020 ALBA DRIVE
ORLANDO, FL. 32804 US

Title: MGR
ALLIE KENYON
7641 BRANDYWOOD CIRCLE APT 253
WINTER PARK, FL. 32792 US

Title: MGR
MEREDITH KAULFERS
65 ARTHUR TERRACE
KENILWORTH, NJ. 07033 US

Title: MGR
CHRISTINA SANTA-CRUZ
3915 STONEFIELD DR
ORLANDO, FL. 32826 US

Signature of member or an authorized representative of a member

Signature: LAWRENCE HABER
OPERATING AGREEMENT
FOR
MOVING PICTURE PARTY, LLC
A FLORIDA LIMITED LIABILITY COMPANY

SECTION I
DEFINITIONS

Unless the context otherwise indicates, the terms used in this Operating Agreement shall have the following meanings:

1. **ACT:** The Florida Limited Liability Company Act.

2. **ADDITIONAL MEMBER:** A member other than an initial member or a substitute member.

3. **ADMISSION AGREEMENT:** The Agreement between an additional member and the Company.

4. **ARTICLES:** The Articles of Organization of the Company and any amendments.

5. **ASSIGNEE:** A transferee of a membership interest who has not been admitted as a substitute member.

6. **BANKRUPT MEMBER:** A member who has become the subject of an Order for Relief under the United States Bankruptcy Code.

7. **BUSINESS DAY:** A day other than: (1) Saturday; (2) Sunday; or (3) any legal holiday observed by the State.

8. **CAPITAL CONTRIBUTION:** A member's contribution of, or obligation to contribute, property or services.

9. **CODE:** The Internal Revenue Code of 1986, as amended from time to time.

10. **COMMITMENT:** The capital contributions that a member is obligated to make.

11. **COMPANY:** Moving Picture Party, LLC, the limited liability company and any successor.

12. **CONTRIBUTING MEMBER:** Those members making contributions as a result of the failure of a delinquent member to make required contributions.
13. **DEFAULT INTEREST RATE:** Eighteen percent (18%) per annum.

14. **DELINQUENT MEMBER:** A member who has failed to meet a commitment.

15. **DISTRIBUTION:** A transfer of property to a member on account of a membership interest.

16. **DISPOSITION (DISPOSE):** Any sale, assignment, transfer, exchange, mortgage, pledge, grant or other transfer.

17. **DISASSOCIATION:** Any action which causes a person to cease to be a member as provided for in Section XII below.

18. **DISSOLUTION EVENT:** An event which will result in the dissolution of the Company unless the Members agree to the contrary.

19. **EFFECTIVE DATE:** The date of execution of this Operating Agreement by any two members.

20. **IMMEDIATE FAMILY:** Members' immediate family includes the member's spouse, children (including natural, adopted, and stepchildren), grandchildren, and parents.

21. **INITIAL CAPITAL CONTRIBUTION:** The capital contribution agreed to be made by the initial members.

22. **INITIAL MEMBERS:** Those persons identified in Section V of this Operating Agreement who have executed this Operating Agreement.

23. **MANAGEMENT RIGHT:** A member's right to participate in company management, including the rights to information and to consent to company's action.

24. **MEMBER:** An initial member, substituted member, or additional member, and unless the context expressly indicates to the contrary, managing members and assignees.

25. **MEMBER NONRECIPOSE LIABILITY:** Any company liability to the extent the liability is non-recourse under State law, and on which a member or related person bears the economic risk of loss under Section 1.752-2 of the Code.

26. **MEMBERSHIP INTEREST:** A member's right to distributions (liquidating and otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Company.

27. **NET LOSSES:** Company losses and deductions determined in accordance with accounting principles consistently applied from year to year and as reported on the Company federal income tax return.
28. **NET PROFITS:** Company income and gains determined in accordance with accounting principles consistently applied from year to year and as reported on the Company federal income tax return.

29. **NONRECOUSe LIABILITY:** Company non-recourse liabilities and member non-recourse liabilities.

30. **NOTICE:** Notices shall be in writing. Notices to the Company shall be considered given when mailed first class certified mail, postage prepaid, addressed to any other Managing Member in care of the Company at the address of its principal office. Notice to a Member shall be considered given when mailed by first class certified mail, postage prepaid, addressed to the Member at the Member’s address as reflected in the Operating Agreement and any amendments, unless the Member has given the Company a notice of a different address, said notice to be sent in accordance with this paragraph.

31. **OPERATING AGREEMENT:** This Operating Agreement, including all subsequent agreements and amendments adopted in accordance with this Operating Agreement and the Act.

32. **ORGANIZATION:** A person other than a natural person. Organization includes, without limitation, any type of corporation, any type of partnership, joint ventures, limited liability companies, and unincorporated associations. Organization does not include joint tenancies and tenancies by the entirety.

33. **ORGANIZATION EXPENSES:** The expenses incurred in the organization of the Company including the costs of preparation of the Operating Agreement and the Articles.

34. **PROCEEDING:** Any judicial or administrative trial, hearing, or other activity, civil, criminal, or investigative, the result of which may result in entry of a judgment, order, decree, or other determination that is binding upon the Company or a Member.

35. **PROPERTY:** Any property, real or personal, tangible, or intangible, including money and legal or equitable interest in such property. Services and promises to perform services in the future are not property.

36. **PERMITTED TRANSFEREE:** The member’s immediate family, or an Organization controlled by a Member or by the Member’s immediate family.

37. **PERSON:** An individual, trust, estate, or any incorporated or unincorporated organization permitted to be a member of a limited liability company under the laws of the State.

38. **REGULATIONS:** Except where the context indicates otherwise, the regulations of the Department of the Treasury under the Code.

39. **RELATED PERSON:** A person having a relationship to a Member that is described in Section 1.752-4(b) of the Regulations.
40. **SHARING RATIO:** The fraction (expressed as a percentage), of the distribution a Member is entitled to receive during the operation of the business and the fraction (expressed as a percentage), of the distribution a Member is entitled to receive upon the liquidation and/or sale of the business and/or its assets after the capital contributions of all Members have been distributed. The Sharing Ratios of the Initial Members are set forth in Exhibit A.

41. **SUBSTITUTE MEMBER:** An assignee who has been admitted to all rights of Membership pursuant to the Operating Agreement and amendments.

42. **TAXABLE YEAR:** The taxable year of the Company as determined pursuant to Section 706 of the Code.

43. **VOTING RATIO:** The fraction (expressed as a percentage) of the total vote count which each Member is entitled to cast upon a matter in which the Member is entitled to or is required to vote. The Voting Ratios of the Initial Members are set forth in Exhibit A.

44. **ALTERNATIVE CORPORATE DEFINITION:** If this Agreement is utilized by an entity which is a corporation, then the Initial Members shall be synonymous with Shareholders, and the Managing Member with a Director.

45. **ALTERNATIVE PARTNERSHIP DEFINITION:** If this Agreement is utilized by a partnership, then the Initial Members shall be synonymous with Partners and the Managing Member with a Managing Partner.

**SECTION II**

**FORMATION**

1. **ORGANIZATION:** The Members hereby organize the Company as a limited liability company pursuant to the provisions of the Act.

2. **AGREEMENT:** In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Initial and Additional Members execute this Operating Agreement. The Members intend that the Operating Agreement shall be the sole source of agreement of the parties. To the extent any provision of this Operating Agreement is prohibited or ineffective under the Act, this Operating Agreement shall be considered amended to the most limited degree possible in order to make the Amended Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make invalid any provision of this Operating Agreement, such invalidity shall not affect the remaining provisions of this Operating Agreement.

3. **NAME:** The name of the Company is Moving Picture Party, LLC. All Company business shall be conducted under that name or a properly registered trade name.
4. **EFFECTIVE DATE:** This Operating Agreement shall become effective upon the date of its execution by any two Members.

5. **TERM:** The Company shall be dissolved and its affairs wound up only by amendment to this Operating Agreement and the Articles of Organization, or by any act of the State or a proceeding by any authority so authorized and with valid jurisdiction, in law or in equity.

6. **REGISTERED AGENT AND OFFICE:** The Registered Agent for the service of process and the Registered Office shall be that person and location reflected in the Articles as filed with the Secretary of State. The Managing Members may change the Registered Agent or Office through appropriate filings with the Secretary of State. If the Registered Agent ceases to act as such for any reason or the Registered Office shall change, the Managing Members shall promptly designate a replacement Registered Agent or file a notice of change of address as the case may be. If the Managing Members shall fail to designate a replacement Registered Agent or change of address of the Registered Office, any Member may designate a replacement Registered Agent or file a notice of change of address for the Registered Office.

7. **PRINCIPAL OFFICE:** The principal office of the Company shall be located at 1020 Alba Drive, Orlando, Florida 32804.

**SECTION III**

**NATURE OF BUSINESS**

The Company may engage in any lawful business permitted by the Act or the law of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business.

**SECTION IV**

**ACCOUNTING RECORDS**

2. **RECORDS TO BE MAINTAINED:** The Company shall maintain the following records at the principal office:

   a. A current list of the full name, contact information and last known business address of each Member;

   b. A copy of the Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any Articles have been executed;

   c. Copies of the Company’s federal, state, and local income tax returns and reports, if any, for the three recent years;
d. Copies of this Operating Agreement including all amendments thereto;

e. Any Company financial statements for the three most current years;

f. A writing or retrievable computer data setting forth the following:

1. The amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute;

2. The times at which or events on the happening of which any additional commitments agreed to be made by each Member are to be made;

3. A Member’s right to receive, or the Company to make, distributions, including a return of all or any part of the Member’s capital contribution; and

4. An accurate ledger of each Member’s capital accounts, including allocation of profit and loss, loans or draws, unreimbursed expenses, allocated tax and interest liability (if any), credits, debits, and any pro rata allocation of security encumbrance liability or guarantee liability (if any).

g. The Company dissolution events.

h. Any record of significant Company meetings (notes, reviewed or submitted documents, minutes, etc.) concerning material and substantial decisions by Company management (whether or not attended by all of the Members).

i. Originals and copies of all contracts entered into by the Company.

j. All banking records; and all accounts receivable and accounts payable (as such accounting terms are commonly used in accounting), for the past three years.

3. **REPORTS TO MEMBERS:** The Managing Members shall timely and accurately provide all Members with the information returns required by the Code and the laws of any state.

4. **ACCOUNTS:** The Managing Members shall maintain a record of capital accounts for each Member.

SECTION V

**NAMES AND DESIGNATION OF MEMBERS**

The Members and their designations are set forth in Exhibit “A.”

6
SECTION VI

RIGHTS AND DUTIES OF MEMBERS

1. **MANAGEMENT RIGHTS:** All Members (other than assignees) who have not dissociated shall be entitled to vote, if given voting rights, on any matter submitted to a vote of the Members. The following actions require the consent of a Super-Majority of the Members as defined below:

   a. Amendment of this Operating Agreement;

   b. Admission of assignees to management rights; and

   c. Continuation of the Company after a dissolution event.

2. **MAJORITY:** Whenever reference is made herein to a "majority" of voting interests, it shall mean a simple majority of Members. Whenever any matter is required or allowed to be approved by Seventy Five Percent (75%) of the Members (a Super-Majority vote), such matter shall be considered approved if consented to, either in writing or at a meeting of the Members, by Members having voting ratios in excess of Seventy Five Percent (75%) of the voting ratios of all the Members entitled to vote. Assignees and Disassociating Members are not considered to be entitled to vote for purposes of determining a Super-Majority. If a Member has disposed of an entire Membership Interest to an assignee, but has not been removed, the voting ratio of the assignee shall be considered in determining a majority and the disposing assignee shall be considered in determining a majority and the disposing Member's vote or consent shall be determined by such voting ratio.

3. **LIABILITY OF MEMBERS:** No Member shall be liable for Company liabilities. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Operating Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managing Members for Company liabilities.

4. **INDEMNIFICATION:** The Company shall indemnify the Members, Managing Members, and agents for all costs, losses, liabilities, and damages they incur in connection with Company business.

5. **REPRESENTATIONS AND WARRANTIES:** Each Member, and in the case of an Organization, the person(s) executing this Operating Agreement on behalf of the Organization, hereby represents and warrants to the Company and each other Member that:

   a. if that Member is an Organization, that it is duly organized, validly existing, and in good standing under the law of its state of organization and that it has full power to execute and agree to the obligations in this Operating Agreement;
b. that the Member is acquiring its interest in the Company for the Member’s own account as an investment and without an intent to distribute the interest; and

c. the Member acknowledges that the interests have not been registered under the Securities Act of 1933 or any state securities law, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

6. CONFLICTS OF INTEREST:

a. Members, and individuals owning a Member directly or indirectly, if the Member is an entity, may not enter into transactions that may be considered to be in competition with the Company. Notwithstanding the foregoing, Members, and individuals owning a Member directly or indirectly, if the Member is an entity, shall be entitled to personally enter into a business opportunity that may benefit the Company if such Member fully discloses such transactions or business opportunity to the Managing Members.

b. A Member or Managing Member does not violate a duty or obligation to the Company merely because the Member’s conduct furthers the Member’s own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transact business with the Company are the same as those of a person who is not a Member. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if the transaction is fair to the Company.

c. A Member agrees to not contract with any of the Company’s employees for a period of two (2) years after the Member has disassociated for the purpose of soliciting such employees for employment or for entering into any business relationship with such employees.

SECTION VII
MANAGING MEMBERS

1. ORIGINAL MANAGING MEMBERS: The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Managing Members. Managing Members are those Members or the representative(s) of a Member of the Company designated on Exhibit “A.”

2. TERM OF OFFICE AS MANAGING MEMBER: No Managing Member shall have any contractual right to such position. Each Managing Member shall serve until the earliest of:

a. the dissociation of such Managing Member, or
b. removal of such Managing Member.

3. **AUTHORITY OF MEMBERS TO BIND THE COMPANY:** The Members hereby agree that only Managing Members shall have the authority to bind the Company. No Member shall take any action to bind the Company, and shall indemnify the Company for any costs or damages incurred by the Company as a result of the unauthorized action of such Member. Managing Members, and authorized agents with consent of a majority of the Managing Members have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, without limitation:

   a. Institution, prosecution, and defense of any proceeding in the Company's name;

   b. Purchase, receipt, lease, sale conveyance, pledge, exchange, disposition, or other transaction dealing with property, wherever located;

   c. Entering into contracts and guaranties; incurring of liabilities, borrowing money, issuance of notes, bonds, and other obligations and the securing of any of its obligations by mortgage or pledge of any of its property or income;

   d. Leading money, investment, and reinvestment of the Company's funds, and receipt and holding of property as security for repayment, including without limitation, the loaning of money to, and otherwise helping members, officers, employees, and agents;

   e. Conducting the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without the State;

   f. Appointment of employees and agents of the Company, the defining of their duties, and the establishment of their compensation;

   g. Payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit incentive plans for all or any of the current or former Members, employees, and agents of the Company;

   h. Making donations to the public welfare or the religious, charitable, scientific, literary, or educational purposes;

   i. Payment of compensation to any Members and employees on account of services previously rendered to the Company, whether or not an agreement to pay such compensation was made before such services were rendered;

   j. Purchase of insurance on the life of any Member or employment for the benefit of the Company;

   k. Participation in partnership agreements, joint ventures, or other associations of any
kind; and

1. Indemnification of Members or any other person.

4. ACTIONS OF THE MANAGING MEMBERS: Each Managing Member has the power to bind the Company as provided in this section. Any difference arising as to any matter within the authority of the Managing Members shall be decided by a majority in number (and not a Super-Majority as defined in Section VI) of the Managing Members. No act of a Member in contravention of such determination shall bind the Company to persons having knowledge of such determination. Notwithstanding such determination, the act of a Managing Member for the purpose of apparently carrying on in the usual way the business or affairs of the Company, including the exercise of authority indicated in this section, shall bind the Company and no persons dealing with the Company shall have any obligation to inquire into the power or authority of the Managing Member acting on behalf of the Company.

5. COMPENSATION OF MANAGING MEMBER: Each Managing Member or assigns shall be reimbursed for all reasonable expenses incurred in managing the Company, but shall not be entitled to compensation for services as a Managing Member. The foregoing shall not prevent any Managing Member from receiving compensation as an officer, executive or other role for services performed for the Company.

6. MANAGING MEMBERS' STANDARD OF CARE: A Managing Members' duty of care in the discharge of his or her duties to the Company and the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, material breach of this Agreement intentional misconduct, or a knowing violation of law. In discharging his or her duties, a Managing Member shall be fully protected in relying in good faith upon the records required to be maintained by the Company and upon such information, opinions, reports, or statements by any of its other Managing Members, Members, or agents, or by any other person, as to matters the Managing Members reasonably believes are within such other person's professional or expert competence.

7. REMOVAL OF MANAGING MEMBERS: A Managing Member may be removed by vote of the Members possessing a Super-Majority.

SECTION VIII

CONTRIBUTIONS AND CAPITAL ACCOUNTS

1. INITIAL CONTRIBUTIONS: Each Initial Member shall make the capital contribution described for that Member on Exhibit “B” and shall perform that Member's commitment (the “Commitment”). If no time for contribution is specified, the Commitment shall be made upon the execution of this Operating Agreement. The value of the Commitment shall be set forth on Exhibit “B”. No interest shall accrue on any Commitment except as provided in this Operating Agreement. Each Additional Member shall make the initial capital contribution
described in the Admission Agreement. The value of the Additional Member's initial capital contribution and the time for making such contribution shall be set forth in the Admission Agreement.

2. ENFORCEMENT OF COMMITMENTS: A Member who fails to perform a Commitment shall be considered a delinquent Member. The Managing Members shall give delinquent Members notice of a failure to meet a Commitment. If the delinquent Member fails to perform the Commitment within ten (10) business days of the giving of the notice, the Managing Members may take such action as authorized by this Operating Agreement, including court action. The Managing Members may elect to allow the other Members to contribute the amount of the Commitment in proportion to such other Member's sharing ratios. Members who so contribute (Contributing Members) shall be entitled to treat the amount contributed as a loan from the Contributing Member's interest in the Company. Contributing Members shall be entitled to all distributions to which the delinquent Member would have been entitled until the loan, with interest, is repaid in full. No Commitment may be enforced by a creditor of the Company unless the Member expressly consents to such enforcement.

3. ADDITIONAL CONTRIBUTIONS: Subject to paragraphs 8 and 9 of this Section below, the Managing Members may determine that additional contributions are needed to enable the Company to conduct its business. Upon making such a determination, the Managing Members shall give notice to all Members in writing at least ten (10) business days prior to the date on which such contribution is due. Such notice shall set forth the amount of additional contribution needed, the purpose for which the contribution is needed, and the date by which the Members should contribute. Each Member shall be entitled to contribute a proportionate share of such additional contribution. No Member shall be obligated to make any such additional contributions. To the extent a Member elects not to make such additional contribution, the other Members can contribute the unmet call on a pro rata basis based on the Members' percentage interests at that time, and the sharing ratio of each Member will be adjusted accordingly to reflect the value of the additional contributions so contributed by the other Members.

4. MAINTENANCE OF CAPITAL ACCOUNTS: The Company shall establish and maintain capital accounts for each Member.

   a. Each Member's capital account shall be increased by:

      i. The amount of any money actually contributed;

      ii. The fair market value of any property contributed, as determined by the Company and the Contributing Member at arm's length at the time of contribution; and

      iii. The Member's share of net profits and of any separately allocated items of income or gain, except adjustments of the Code (including any unrealized gain and
income from accounts receivable allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

b. Each Member’s capital account shall be decreased by:

i. The amount of any money distributed to the Member, except under separate contract (e.g., employment agreement, promissory note);

ii. The fair market value of any property distributed to the Member; and

iii. The Member’s share of the losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the Member to reflect the difference between the book value and the basis of assets contributed by the Member).

5. DISTRIBUTION OF ASSETS: If the Company distributes any of its assets in kind to a Member, the capital account of each Member shall be adjusted to account for that Member’s allocable share of the net profits or net losses that would have been realized by the Company had it sold the distributed assets at their fair market values as of the date of the in-kind distribution.

6. SALE OR EXCHANGE OF INTEREST: In the event of a sale or exchange of some or all of a Member’s Interest in the Company, the capital account of the transferring Member shall become the capital account of the assignee, to the extent it relates to the portion of the interest transferred.

7. COMPLIANCE WITH SECTION 704(b) OF THE CODE: The Company’s maintenance of capital accounts is intended and shall be construed to cause allocations of profits, losses, income, gains, and credit to have substantial economic effect under the regulations promulgated under Section 704(b) of the Code.

8. DILUTION WITH RESPECT TO CERTAIN MEMBERS ONLY: Notwithstanding anything else to the contrary contained elsewhere in this Agreement, the Members agree that the Member’s Interest of Ryan Pomeranz, Christina Santa-Cruz and Alexandra Kenyon only (as a percentage of ownership and sharing ratio of the Company, but not of voting rights) and no other Member, shall be subject to dilution when, but only if, additional capital is needed by the Company.

SECTION IX

ALLOCATIONS AND DISTRIBUTIONS

1. ALLOCATIONS OF NET PROFITS FROM OPERATIONS TO ALL MEMBERS: Except as may be required by Section 704(c) of the Code, net profits, and other items of
income, gain, loss, deduction, and credit shall be next apportioned among the Members in proportion to their Sharing Ratios. Net losses shall be apportioned among the Members in proportion to their cash capital contributions.

2. **INTERIM DISTRIBUTIONS:** Managing Members shall determine, from time to time in their reasonable judgment, to what extent the Company's cash on hand exceeds the current and anticipated needs, including, without limitation, operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. The Managing Members may make distributions from such excess to the Members in accordance with their Sharing Ratios. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both. Such distributions shall occur on a monthly basis.

**SECTION X**

**TAXES**

1. **ELECTIONS:** The Managing Members may make any tax elections for the Company allowed under the Code or the tax laws of any state.

2. **TAX MATTERS PARTNER:** The Managing Members shall designate one of their number as the Company tax matters partner. The initial tax matters partner shall be Alexandra Kenyon. If there are no Managing Members eligible to act as tax matters partner, the Managing Members shall designate any other Member as the Company tax matters partner. Any member designated as tax matters partner shall take such action as may be necessary to cause each Member to become a notice partner within the meaning of Section 6223 of the Code. Any Member who is designated tax matters partner may not take any action contemplated by Section 6222 through Section 6232 of the Code without the consent of the Managing Members.

3. **METHOD OF ACCOUNTING:** The records of the Company shall be maintained on a federal income tax basis method of accounting.

**SECTION XI**

**DISPOSITION OF MEMBERSHIP INTERESTS**

1. **REQUIREMENTS FOR DISPOSITION:** Any Member may dispose of all or a portion of its, his or her Membership Interest upon compliance with this section. No Membership Interest shall be disposed of:

   a. If such disposition, alone or when combined with other transactions, would result in a termination of the Company within the meaning of Section 708 of the Code;
b. Without a legal opinion from a licensed lawyer satisfactory to the Managing Members that such assignment is subject to an effective registration under, or exempt from the registration requirements of the applicable state and federal securities law;

c. Unless and until the Company receives from the assignee the information and agreements that the Managing Members may reasonably require, including, but not limited to, any taxpayer identification number and any agreement that may be required by a taxing jurisdiction;

d. Unless the Company has been given an opportunity to acquire the Member’s interest on the same terms and conditions as the transferee.

e. Unless and until all Members have consented to such disposition which may be withheld for any reason.

The section is not meant to preclude a transferee as defined in definition number 36 from obtaining an interest.

2. **Voluntary Disposition:** Upon compliance with the requirements of paragraph 1 of this section, the following shall govern the voluntary disposition of a Membership Interest:

a. If a Member desires to voluntarily withdraw, and sell his/her Membership Interest, he/she shall give written notice to the Company of his/her desire to sell all of his/her Membership Interest and must first offer the interest to the Company. The Company shall have the option to buy the offered interest at the then existing Set Price as provided in this Agreement. The Company shall have thirty (30) days from the receipt of the assigning Member’s notice to give the assigning Member written notice of its intention to buy all, some, or none of the offered interest. The decision to buy shall be made by a majority of the other Members. Closing on the sale shall occur within sixty (60) days from the date that the Company gives written notice of its intention to buy. The purchase price shall be paid in cash at closing unless the total purchase price is in excess of Ten Thousand Dollars ($10,000.00), in which event the purchase price shall be paid in twelve (12) equal monthly installments beginning with the date of closing. The installment amounts shall be computed by applying the following interest factor to the principal amount: interest compounded quarterly at the Quarterly Federal Short Term Rate existing at closing under the Applicable Federal Rates used for purposes of Internal Revenue Code §1 274(d) or any successor provision.

b. To the extent the Company does not buy the offered interest of the selling Member, the other Members shall have the option to buy the offered interest at the Set Price on a pro rata basis based on the Members’ percentage interests at that time. If the Member does not desire to buy up to his/her proportional part, the other Members can buy the remaining interest on the same pro rata basis. Members shall have fifteen (15) days from the date the Company gives its written notice to the selling Member to give the selling Member notice in writing of their intention to buy all, some, or none of the
offered interest.

c. Closing on the sales shall occur within sixty (60) days from the date that the Members
give written notice of their intention to buy. The purchase price from each purchasing
Member shall be paid in cash at closing.

d. To the extent the Company or the Members do not buy the offered interest, the selling
Member can then assign the interest to a non-member. The selling Member must close
on the assignment within ninety (90) days of the date that he/she gave notice to the
Company. If he/she does not close by that time, he/she must again give the notice and
options to the Company and the Members before he/she sells the interest.

e. The selling Member must close on the assignment within ninety (90) days of the date
that he/she gave notice to the Company. If he/she does not close by that time, he/she
must again give the notice and options to the Company and the Company Members
before he/she sells the interest.

f. A non-member purchaser of a Member’s interest cannot exercise any rights of a
Member unless a majority of the non-selling Members consents to him/her becoming a
Member. The non-member purchaser will be entitled, however, to share in such profits
and losses, to receive such distributions, and to receive such allocation of income, gain,
loss, deduction, credit, or similar items to which the selling Member would be entitled,
to the extent of the interest assigned, and will be subject to calls for contributions under
the terms of this Agreement. The purchaser, by purchasing the selling Member’s
interest, agrees to be subject to all the terms of this Agreement as if he/she or she were
a Member.

g. The “Set Price” for purposes of this Agreement shall be the price fixed by
consent of a majority of the Members. The Set Price shall be memorialized and made
a part of the Company records. The initial Set Price for each Member’s interest is the
amount of the Member’s contribution(s) to the Company as provided above, as
updated in accordance with the terms hereof. Any future changes in the Set Price by
the Members shall be based upon net equity in the assets of the Company (fair market
value of the assets less outstanding indebtedness), considering the most recent
appraisal obtained by the Company for its assets, as may be adjusted by the Members
in their discretion plus a good faith estimate of the value of future potential business
opportunities. The initial Set Price shall be adjusted no later than one (1) year from
the execution of this Agreement. This basis for determining the Set Price shall remain
in effect until changed by consent of a majority of the Members. The Members will
consider revising the basis for determining the Set Price at least annually.

3. DISPOSITIONS NOT IN COMPLIANCE WITH THIS SECTION VOID: Any
attempted disposition of a Membership Interest or any part thereof, not in compliance with
this section is null and void from the date the attempted disposition occurred.
SECTION XII

DISASSOCIATION OF MEMBER

1. DISASSOCIATION: A person shall cease to be a Member upon the happening of any of the following events:

   a. The voluntary withdrawal of a Member;

   b. The bankruptcy of a Member, unless that Member's interest in the Company is declared exempt or abandoned by the trustee and such Member has not promptly commenced to cure, if curable;

   c. In the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction that the Member is incompetent to manage the Member's person or estate;

   d. In the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

   e. In the case of a Member that is a separate organization other than a corporation, the dissolution and commencement of winding up of the separate organization;

   f. In the case of a Member that is a corporation, the filing of a Certificate of Dissolution or its equivalent, for the corporation or the renovation of its charter; or

   g. In the case of an estate, the distribution by the fiduciary of the estate's entire interest in the limited liability company.

2. RIGHTS OF DISASSOCIATION MEMBER: In the event any Member dissociates prior to the dissolution and winding up of the Company:

   a. If the dissociation causes a dissolution and winding up of the Company, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other member except that any distribution to which the Member would have been entitled shall be reduced by the damages sustained by the Company as a result of the dissolution and winding up;

   b. If the dissociation is other than a voluntary withdrawal, the Managing Members may pay the value (as determined by the Company’s accountants) of the Member's Membership Interest in the Company out over a period not to exceed five years, provided that the disassociating Member shall be entitled to participate as an assignee in the Company until the value of such interest (plus interest at the default interest rate) is paid in full. In such event, the value of the Member's Membership Interest shall include the amount of any distributions to which the Member is entitled under this
Operating Agreement and the fair value of the Member's Membership Interest as of the date of dissociation based upon the Member's right to share in distributions from the Company reduced by any damages sustained by the Company as a result of the Member's dissociation.

SECTION XIII

RIGHTS OF MEMBERS TO ACQUIRE MEMBERSHIP INTERESTS OF OTHER MEMBERS UPON DISSOCIATION BEFORE JANUARY 1, 2013.

Notwithstanding anything else in this Agreement to the contrary, if a Member who provides services to the Company, and as may further be defined by an employment agreement or independent contractor agreement executed by such Member with the Company, discontinues providing such services before January 1, 2013 (unless due to the fault of, or a breach of any contract by, the Company or another Member), or if a Member attempts to transfer or assign any or all of its, his or her Membership Interest with the Company before January 1, 2013 (a "Disassociating Member"), the remaining Members of the Company shall have the right to purchase the Membership interest of the Disassociating Member for its book value, as determined by the Company's accountant. The amount that each remaining Member shall have the right to purchase shall be the amount that is equal to the proportion of such Disassociating Member’s Sharing Ratio divided by the total of the Sharing Ratios of all of the non-Disassociating Members. If any non-Disassociating Member declines to exercise his or her right to purchase its, his or her portion of the Disassociating Member’s Membership Interest pursuant to this Section, the remaining non-Disassociating Members shall have the right to purchase such interest in proportion to their Sharing Ratios.

SECTION XIV

ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

1. RIGHTS OF ASSIGNEES: The assignee of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The assignee is only entitled to receive the distributions and return of capital, and to be allocated the net profits and net losses attributable to the Membership Interest.

2. ADMISSION OF SUBSTITUTE MEMBERS: An assignee of a Membership Interest shall be admitted as a substitute Member and admitted to all the rights of the Member who initially assigned the Membership Interest only with the approval of all the Managing Members and a Super-Majority of the Members. The Managing Members may grant or withhold the approval of such admission. Substitute Members have all the rights and powers and are subject to all restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a substitute Member, without more, shall not release the Member originally assigning the Membership Interest from any liability to Company that may have
existed prior to the approval.

1. **ADMISSION OF PERMITTED TRANSFEREES:** The Membership Interest of any Member shall be transferable without the consent of the Managing Members or any of the Members if:

   a. The transfer occurs by reason of or incident to the death, dissolution, divorce, liquidation, merger, or termination of the transferee Member; and

   b. The transferee is a permitted transferee.

2. **ADMISSION OF ADDITIONAL MEMBERS:** The Managing Members may permit the admission of new Members and determine the capital contributions of such Members only upon an affirmative Super-Majority vote.

**SECTION XV**

**DISSOLUTION AND WINDING UP**

1. **DISSOLUTION:** The Company shall be dissolved and its affairs wound up, upon the occurrence of any of the following events:

   a. the expiration of the Company term, unless the business of the Company is continued with the consent of a majority of the Members; or

   b. the unanimous written consent of all of the Members.

2. **EFFECT OF DISSOLUTION:** Upon dissolution, the Company shall cease carrying on Company business, but a Company continues in existence until the winding up of its affairs is completed and a Certificate of Dissolution is issued by the Secretary of State.

3. **DISTRIBUTION OF ASSETS ON DISSOLUTION:** Upon the winding up of Company, the Company property shall be distributed to:

   a. Creditors, including Members who are creditors, to the extent allowed by law, in satisfaction of Company liabilities;

   b. Members in accordance with positive capital account balances taking into account all capital account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within sixty (60) days of the end of the Company's taxable year or, if later, within ninety (90) days after the date of liquidation. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the Managing Members.

   c. Otherwise, in accordance with the requirements of the Act.
4. **WINDING UP AND CERTIFICATE OF DISSOLUTION:** The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid or reasonably adequate provision therefore has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, a Certificate of Dissolution shall set forth the information required by the Act.

**SECTION XVI**

**AMENDMENT**

1. **OPERATING AGREEMENT MAY BE MODIFIED:** This Operating Agreement may be modified as provided in this section. No Member or Managing Member shall have any vested right in this Operating Agreement.

2. **AMENDMENT OR MODIFICATION OF OPERATING AGREEMENT:** This Operating Agreement may be amended or modified only by a written instrument adopted by the Managing Members and executed by Members whose votes constitute a Super-Majority.

**SECTION XVII**

**AGREEMENT DRAFTED BY COMPANY’S LEGAL COUNSEL**

The Members each acknowledge that the Company’s legal counsel, Lawrence Haber, prepared this Agreement on behalf of and in the course of his representation of the Company, as directed by its Members, and that:

a. **HE OR SHE HAS BEEN ADVISED THAT A CONFLICT MAY EXIST BETWEEN HIS OR HER INTERESTS AND THOSE OF THE COMPANY AND THE OTHER MEMBERS;**

b. **HE OR SHE HAS BEEN ADVISED BY COMPANY’S COUNSEL TO SEEK THE ADVICE OF INDEPENDENT COUNSEL;**

c. **HE OR SHE HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL;**

d. **HE OR SHE HAS RECEIVED NO REPRESENTATIONS FROM THE COMPANY’S COUNSEL ABOUT THE TAX CONSEQUENCES OF THIS AGREEMENT;**

e. **HE OR SHE HAS BEEN ADVISED BY COMPANY’S COUNSEL THAT THIS AGREEMENT MAY HAVE TAX CONSEQUENCES;**

f. **HE OR SHE HAS BEEN ADVISED BY COMPANY’S COUNSEL TO SEEK THE ADVICE OF INDEPENDENT TAX COUNSEL; AND**
g. HE OR SHE HAS HAD OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT TAX COUNSEL.

SECTION XVIII
MINORITY PROVISIONS

1. The following actions shall require at least a Super-Majority vote of the Membership Interests:

   a. The sale of or other disposition of substantially all of the assets of the Company;
   
   b. Any merger, liquidation, dissolution or consolidation of the Company or the Company entering any partnership or joint venture;
   
   c. Amending this Agreement or the Company’s Articles of Organization;
   
   d. Admitting additional Members in the Company.

2. The following actions shall require at least a sixty percent (60%) vote of the Membership Interests:

   a. The granting of any lien or security interest in any of the Company's assets;
   
   b. The guarantee by the Company of any debt by any other person or entity;
   
   c. Capital expenditures in excess of ten thousand ($10,000.00) dollars in any period of three (3) months or entering any contract on behalf of the Company which may result in any expenditure in excess of ten thousand ($10,000.00) dollars;
   
   d. The incurring of any loan on behalf of the Company or by the Company or the making of any loan by the Company which shall result in indebtedness in excess of ten thousand ($10,000.00) dollars;
   
   e. Distributions to Members as Members in excess of the distributions required herein;
   
   f. The confession of any judgment or settlement of any lawsuit or the bringing of any lawsuit on behalf of the Company;
   
   g. Engaging in any transaction not in the usual and ordinary course of the Company's business and not specifically authorized herein;
h. Entering any transaction for the lease of any offices for the Company unless the lease is terminable at will or upon thirty (30) days, or less, prior written notice;

i. Establishing any employee benefit or welfare plan for employees generally, or hiring or firing any employees.

SECTION XIX

MISCELLANEOUS PROVISIONS

1. ENTIRE AGREEMENT: The Articles of Organization, and this Operating Agreement, represent the entire and sole agreement among all the Members and between the Members and the Company. Any other representations or promises not included in this Operating Agreement are void and reliance thereon is waived.

2. RIGHTS OF CREDITORS AND THIRD PARTIES UNDER OPERATING AGREEMENT: This Operating Agreement is entered into among the Company and the Members for the exclusive benefit of the Company and the Members, but only to the extent of the contribution set out in Exhibit “B”.

3. CONFLICT/DISPUTE RESOLUTION: Upon the discovery of the Managing Members that disputes and conflicts have arisen which substantially impede the successful operation of the business, the Managing Members will seek the services of a professional mediation, arbitration, or other conflict resolution firm. Said disputes and conflicts will be submitted for resolution to qualified service providers, who shall be familiar with the business in which the Company operates, and who are certified mediators and arbitrators under the Alternative Dispute Resolution programs in the Supreme Court of the States of Florida. The proceedings will be governed by the then existing rules and procedures established by the American Arbitration Association. If a mediator has declared an impasse or a party refuses to mediate, then the matter will be submitted to binding confidential, private arbitration, the arbitration being the sole and exclusive forum for dispute resolution.

4. LEGAL COUNSEL: Upon the recommendation of the Managing Members, the Company shall retain the services of legal counsel. Every effort will be made by the Parties to resolve disputes without the expense of legal counsel, but when the need shall arise, in the opinion of the Managing Members, advice of legal counsel will be sought. The cost of such legal services will be borne in the same manner and proportion as described in this Agreement, as any other financial obligation of the Company.

5. WAIVER OF RIGHTS AND DUE DILIGENCE: Each party to this Agreement acknowledges that it, he or she has had ample time to conduct due diligence and investigate the claims of the other parties. Each party hereby waives any claims or defenses arising from misrepresentation or omission of any fact known or unknown, but reasonably discoverable, material or otherwise from the beginning of time to the date of this Agreement.
6. **BANKRUPTCY AND INSOLVENCY:** The parties agree that should the Company become insolvent or become subject voluntarily or involuntarily to Title II of the United States Code (bankruptcy) or any lesser sovereignty’s insolvency statute, it will be considered a corporation not a partnership.

EXECUTED as of this first day of January, 2010.

Ryan Portenanz, individually

Christina Santa-Cruz, individually

Alexandra Kenyon, individually

Donna Waddell, individually
### EXHIBIT A

**SHARING AND VOTING RATIOS OF INITIAL MEMBERS**

<table>
<thead>
<tr>
<th>Member and Designation</th>
<th>Membership Interest</th>
<th>Sharing Ratio</th>
<th>Voting Ratio</th>
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<td>34%</td>
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<tr>
<td>Donna Waddell, Member</td>
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<td>Christina Santa-Cruz, Managing Member</td>
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<tr>
<td>Ryan Pomeranz</td>
<td>The sum of $100, and services as requested by the Company through January 1, 2013.</td>
<td></td>
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<tr>
<td>Alexandra Kenyon</td>
<td>The sum of $100, and services as requested by the Company through January 1, 2013.</td>
<td></td>
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<tr>
<td>Donna Waddell</td>
<td>The sum of $15,000, and services as Associate Producer and Business Advisor as requested by the Company through January 1, 2013.</td>
<td></td>
<td></td>
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<tr>
<td>Christina Santa- Cruz</td>
<td>The sum of $100, and services as requested by the Company through January 1, 2013.</td>
<td></td>
<td></td>
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</tbody>
</table>
APPENDIX D: MUSIC SYNCHRONIZATION LICENSES
COMPOSER AGREEMENT

This “Agreement” entered into as of this day, February 12, 2012, between Moving Picture Party, LLC (“Company”) located at: 219 NW 12th Ave, #611 Miami, Florida 33128 and Jason Kupfer (“Artist”), located at: 62 W. Colonial Dr. Suite 201, Orlando, Florida 32801.

The parties hereby agree as follows:

1) Services
Artist shall prepare a musical composition for Company. Artist shall perform other reasonable duties as customarily performed and attributed to artists for the composition of music for a film Company intends to use the composition in a motion picture with the working title Theodore is Dying.

2) Term
The “Term” shall commence on the last signature under the Execution section of the Agreement and shall continue until completion of all services as required under the Agreement.

3) Compensation
   a) Artist shall be compensated a flat fee in the amount of $1 (one dollar) be paid upon execution of the Agreement.
   In addition to the aforementioned flat fee, Artist shall be entitled to an additional deferred payment of $5,000 for services rendered to the Company. This deferral shall be payable after gross revenues of at least Thirty-Five Thousand Dollars ($35,000) plus 10% have been realized and money received by the company for the film has been applied to payment of all outstanding accounts payable for the production and distribution of the film until paid in full, next to the repayment to the investors of the entire amounts of their contributions actually expended for the production and distribution of the film.

4) Expenses
   If Artist incurs expenses as a result of necessary activities associated with services for Company required for fulfillment of services, Company agrees, in addition to other monies paid to Artist, to provide Artist reimbursement for all reasonable expenses incurred by Artist, presented to Company with supporting documentation within 60 days of incurring the expense.

5) Exclusivity:
   Artist’s services will be rendered on a non-exclusive basis as when and where required by Company.
6) Publicity
a) Any publicity, paid advertisements, press notices or other information with respect to the Film will be under the sole control of Company. Therefore, Artist, his/her agents or representatives, or any of them, will not issue or consent to and/or authorize any person or entity to release such information without the express prior written approval of Company. Any violation of this paragraph shall be considered a material breach of this agreement.
b) Artist hereby grants Company the right during the Term of this Agreement, to issue and authorize publicity, paid advertisements, press notices and other information concerning Artist.

7) Name and Likeness
Artist hereby grants to Company the perpetual right to use, and license others to use, Artist’s name, approved likeness, biography, voice and other sound effects in connection with the rights granted by Artist hereunder, the Film based upon or utilizing Artist’s services or musical compositions hereunder and/or in connection with any exploitation or publicizing of such services, compositions or Film.

8) Rights
a) Artist acknowledges that all or any portion of Artist’s services, musical compositions, procedures, ideas and performance, of every kind rendered pursuant to this Agreement (“Work”), and the results, and proceeds thereof, including Artist’s appearance hereunder as well as each and every work or procedure that Artist shall write, perform, conceive or compose during the Term of this Agreement in the performance of services in connection with the Film, shall from the moment of creation constitute works made for hire for Company as defined in sections 101 and 201 of the copyright Act of 1976, Title 17, United States Code, including without limitation, Work specifically commissioned by Company for use as part of an audiovisual work and/or supplementary work.
Company and Artist agree to share in the right to copyright the Work as copyright author and proprietor thereof and to obtain renewals of such copyright and other protection, as deemed necessary by the Company and Artist.
Any Work rendered from this Agreement shall remain exclusive to the Company during the theatrical run of the Picture; this includes any festival screenings, commercial releases, or any such event at the discretion of the Company.
In the event that Artist wishes to expound upon a Work created for this Agreement, the Company abdicates any and all claims to copyrights and royalties of works derived from Work created for the Company, so long as the Picture has completed theatrical run as previously set forth.
b) Company shall have the right, but not the duty, to use, adapt and charge the Work or any part thereof, and to combine the same with other work of Artist’s or others, and
to vend, copy, publish, reproduce, record, transmit, telescast by radio, film or television, perform, photograph with or without sound, and to communicate the same by any means now known or hereafter devised, either publicly or otherwise, and for profit, or otherwise, throughout the world in perpetuity.

9) Limitations on Authority
Artist shall not employ any person to serve in any capacity, or contract for the purchase or renting of any article or material, nor make any agreement committing Company to pay any sum of money for any reason whatsoever in connection with Artist's services hereunder, or otherwise, without the express prior written consent of a duly authorized officer of Company.

12) Relationship of Parties
The parties hereto are entering into this Agreement as independent contractors, and no partnership or joint venture or other association shall be deemed created by this Agreement.

10) Screen Credit
a) Artist shall receive credit as Artist substantially as follows: “Original Music by” or “Composed by” or “Musical Score by” in the opening and closing credits. Size, type, style, placement and duration shall be determined by Company.
b) Artist and shall be given the above credits only in the event that the Film is produced and in the event of any inadvertent error with either credit, Artist is not entitled to any injunctive relief.

11) Artistic Control
Company maintains all artistic control over the Film throughout the entire course of the production.

12) Representations and Warranties
a) Artist hereby warrants and represents that he/she will not violate any law, regulation or contractual obligation by entering into this Agreement, and that he/she is free to enter into this Agreement, is not subject to any obligation or disability and has not made or will not make any grant or assignment which can, will or reasonably might prevent or materially interfere with the full performance of his/her exclusive obligations hereunder.
b) Artist warrants and represents that all Compositions written or composed by Artist hereunder shall be Artist’s original work. Artist further warranties and represents that to the best of Artist’s knowledge after diligent investigation, such Composition(s), and Company’s use thereof, shall not infringe upon or violate the right of privacy of, or constitute a libel or slander against, or violate any common law rights or any other rights of any person or entity.

a) Artist hereby agrees to indemnify and hold harmless Company, its successors,
transferees, assignees and licensees, and the respective agents from and against any and all damages, costs, expenses, liabilities, claims and causes of action in any way arising by reason of the breach by Artist of any warranty or representation hereunder or any other provision in this Agreement, including, without limitation, reasonable outside attorneys fees and costs in the defense and disposition of such matters, and any claim for any compensation by Artist.
b) Company shall defend and indemnify Artist from and against all judgments, damages, costs and expenses, including reasonable outside attorneys fees and court costs, arising out of material assigned and/or supplied to Artist by Company, material altered or added by Company, and/or Company’s development, production, distribution or exploitation of any film produced hereunder.

13) Remedies
a) Artist’s services to be furnished and the rights herein granted to Company are of a unique character of such value that the loss of these services could not adequately be compensated in damages in an action at law, and a breach by Artist of any material provision hereunder will cause irreparable injury. Artist, therefore, expressly agrees that Company shall be entitled to seek equitable relief by way of a temporary restraining order, preliminary or permanent injunction or otherwise to prevent the breach of this Agreement and to secure its enforcement.
b) The sole right of Artist as to any breach or alleged breach by Company shall be the recovery of money damages, and the rights herein granted by Artist shall not terminate by reason of such breach or alleged breach.

14) Termination for Cause
Company shall have the right to terminate this Agreement and Artist’s services if, Company in good faith belief, based on the facts then available to Company, Artist has engaged in any of the following conduct a) fraud, misappropriation or embezzlement of funds; b) willful disregard of instructions, applicable company policies, regulations or procedures of which Artist was or should have been aware; or c) gross misconduct. Termination under this provision shall be effective immediately upon receipt of notice by Artist.

15) Incapacity
If Artist suffers incapacity, Company may suspend Artist’s services during the duration of such incapacity and be relieved of its obligations to pay Artist for each day Artist is under such incapacity. “Incapacity” as used herein, shall include, without limitation, and physical or mental disability rendering Artist unable to perform any or all of Artist’s obligations hereunder. This Agreement shall automatically terminate in the event of Artist’s death and Company may terminate this Agreement in the event Artist’s incapacity extends beyond fourteen (14) consecutive days or three (3) weeks in the aggregate during the Term of this Agreement.
a) If Artist refuses or neglects to perform any of Artist's obligations hereunder to the best of his ability, for any reason other than incapacity, Artist shall be in "default" of this Agreement. If Artist refuses or states that Artist will refuse to comply with any of his obligations hereunder, such refusal or statement may be treated by Company as an immediate default, regardless if the time for performance of such obligation or obligations has arrived.

b) Company may suspend this Agreement as to compensation while such default continues and during the week after Artist serves a written notice upon Company stating that they are ready willing and able to resume full performance. Company may terminate this Agreement immediately at any time during the period Artist is in default or within a reasonable time thereafter. Company's obligations or guarantees to pay Artist for Artist's services shall be reduced by the number of days affected by such default.

16) Force Majeure

a) "Force majeure events" include, without limitation, the passage and/or enforcement of a statute, law, ordinance, regulation, order, judgment, or decree, whether legislative, executive, or judicial and whether or not valid; an act of God including, without limitation, earthquake, flood, or fire; epidemic; accident; explosion; casually; lock-out, boycott or other labor controversy; riot; civil disturbance; war or armed conflict; invasion; occupation; intervention of military forces; an act of a public enemy; embargo; delay of a common carrier; changed economic conditions; inability without fault on Company's part to obtain sufficient material, labor, transportation, power or other essential commodity required in the course of production of the film; and any events beyond Company's control which restricts, prevents or in Company's good faith opinion materially interferes with the orderly or economically efficient production or distribution of the film, or which, otherwise adversely affect a substantial part of Company's business.

b) If, during the time Artist is obligated to furnish Artist's services to Company hereunder, Company is, by reason of "force majeure event(s)", restricted or prevented from producing the film and/or in using Artist's services, Company may suspend this Agreement as to services and compensation while such event(s) continue. Company may also elect, from time to time during the continuance of such for majeure event(s) or within a reasonable time thereafter, to continue such suspension or to terminate this Agreement. Such suspensions may occur more than once during any force majeure event. At Company's election, Company's obligations or guarantees to pay Artist may be reduced by the number of days affected by such force majeure event(s).

c) In the event any force majeure suspension hereunder extends beyond sixty (60) consecutive days, Artist may terminate this Agreement upon one (1) week prior written notice to Company, however, Company shall have the right to retain Artist's services herein if Company restores Artist's compensation for the period commencing
within one (1) week notice period. Company does not represent or warrant any obligation to make Film, release Film or use services of Artist.

17) Assignability
This Agreement is exclusive to the services of Artist hereunder and not assignable for the personal services of Artist to anyone else.

18) No Authority to Bind
Artist has no authority to bind Company in any third party agreements or any other agreements unless a prior agreement has been made with Company in writing.

19) Additional Provisions
a) Voluntary Agreement: Artist represents and warrants that he/she has entered into this Agreement freely and voluntarily without any duress, coercion or undue influence.

b) Choice of Law and Submission to Jurisdiction: This Agreement shall be governed by applicable federal law and by the laws of the State of Florida. Artist and Company hereby submit and consent to the jurisdiction of the state and federal courts located in Florida and stipulate that such courts are convenient for the resolution of any disputes relating to this Agreement or the formation, interpretation or breach hereof.

c) Paragraph Headings: Paragraph headings contained in this Agreement are for convenience and shall not be considered for any purpose in construing this Agreement.

d) Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or seven (7) days after being sent by first-class registered or certified mail, return receipt requested, to the party for which intended at its or his or her address set forth in this Agreement or to such other address as either party may hereafter specify by similar notice to the other. If the date for the exercise of an option or a date on which a notice must be received falls on a weekend or a legal holiday, the date shall be deemed extended through the close of the next business day thereafter.

e) Ambiguities: This Agreement shall be deemed to have been drafted by all the parties hereto, since all parties had the opportunity to review and agree thereto and no ambiguity shall be resolved against any party by virtue of its participation in drafting of this Agreement.

f) Attorneys or Agents Fees: The fees, expenses and commissions of any attorney, accountant, agent or manager employed, retained or consulted by Artist shall be borne solely by Artist.

g) Agreement Copies: This Agreement may be manufactured, or executed in as many copies or counterparts and are all one in the same Agreement and are executed.

20) Entire Agreement
a) This Agreement cancels and supersedes all prior negotiations and understandings between Company, and Artist relating hereto. No officer, employee or representative of Company has any authority or make any representation or promise not contained in this Agreement and Artist expressly represents and warrants that Artist has not executed this Agreement in reliance on any such representation or promise.
b) Should any provision of this agreement be invalidated for any reason, such invalidation shall have no effect on the remainder of the Agreement and the Agreement shall remain in full force and effect.

21) Agreement must be Signed
This Agreement is not valid or binding unless and until in writing signed by a duly authorized officer of Company. No amendment, modification, extension, release, discharge or waiver of this Agreement, or of any provision hereof, shall be valid or binding unless in writing signed, in the case of Company, by a duly authorized officer of Company, or in the case of Artist, by Artist. No oral agreement shall be binding on Company unless and until reduced to writing and signed by a duly authorized officer of Company.

22) Commencement of Agreement
This Agreement shall commence upon the date of execution, and all parties intend to be bound throughout the Term of the Agreement.

MOVING PICTURE PARTY, LLC
A Florida limited liability company

By: Alexandra Kenyon

As a managing member

AGREED AND ACCEPTED
“Artist”

Jason Kupfer
As an individual
APPENDIX E: CREDIT LIST
THEODORE IS DYING

CAST

THEODORE – Bob Walz
CLAIR – Kevin Laibson
RENEE – Katherine Waddell
DONALD – J. Center
LAURA – Hollis Witherspoon
CHRIS – Joe Burch
DAN – Michael Robert Young
JON – Laurence K. Cantor
RENEE’S MOM – Liz Douglas
CAROL – Carol Fritz
DARLENE – Grace Gawthrop
SYDNEY – Kathleen Godwin
FRANK – Scott McIntosh
SANDRA – Jenae Miller
DENNIS – Jeff Musillo
SETH – Joe Osheroff
PREGNANT TEENAGE CLERK – Jenny Satinover
NEWSPAPER BOSS – KK Gordon
MAN IN DINER – Joseph Carnevale
UTILITY COMPANY RECEPTIONIST – Lauren Darby
WAITER – Danila James
MAN AT MECHANIC – Michael Laibson
BARTENDER – Paul O’Brien
PILGRIM PATTY – Chelsy Barwick
HUGGY’S FRIEND #1 – Carolina Barros
HUGGY’S FRIEND #2 – Stephy Piedras
THEODORE IS DYING

CREW

Writer, Director – Ryan Ceri Pomeranz
Producers - Allie Kenyon & Ryan Ceri Pomeranz
Associate Producer – Becca Kenyon
Associate Producer - Christina Santa Cruz
Associate Producer - Stephen Tucker
Composer – Jason Kupfer
Cinematographer – Scott Uhfelder
Editor – Daniel Brown
Assistant Editor – Eric Carden
Production Designer – Becca Kenyon
Production Manager – Meredith Kaufers
Environmental Impact Coordinator – Becca Kenyon
Pre-Production Coordinator – Georgia Hurge
Assistant Pre-Production Coordinator – Britney Hazboun
Pre-Production Consultant – Kate Wilcox
Office Production Assistants – Tony Annone, Tyler Justice
1st Assistant Director – Alix Duggins
2nd Assistant Director – Megan McGraw
Production Assistants – Nick Secoolish, Jeff Davis, Anne Marie Coar, Rose Bonevich, Marty Palumbo
SPX Make-Up & Puppet Effects – Carolanne Voltarel
Graphic Designer – Sara Englehardt
Art Department Consultant – Meghan Lyons
Art Department Production Assistant – Chelsy Barwick
Sound Mixer – Stephen Tucker
Boom Operator – Maximilian Brownstein
Camera Assistant – Jared Melman
Still Photography – John Heppe
Gaffer – Marco Cordero
Best Boy – John Heppe
Electrician – Ian Campbell

2nd UNIT
Director – Allie Kenyon
Director of Photography – Julian Yuri Rodriguez
Camera Assistant – Ariel Castro
**CALL SHEET**

**THEODORE IS DYING**

**DAY/DATE:** Friday, February 19, 200.

**PRODUCTION DAY:** 1 of 21.

**DIRECTOR:** Ryan Pomerantz.

**1st A.D.:** Alix Duggins.

**SET PHONE:** 407.234.4579.

**SUNRISE:** 6:53AM. **SUNSET:** 5:40PM.

**WEATHER:** H36 L25, overcast, 30% chance of snow flurries.

**CARPOOL INSTRUCTIONS:**
Meredith’s Car: Meredith and Alix
Allie’s Car: Allie, Ryan, Kevin, Becca
Ryan’s Car: Scott, Ian, John, Jared
Steve’s Car: Steve, Max
Megan’s Car: Megan PU cast from hotel

**SET LOCATION:**
Terry’s Diner
4118 Biney Ave
Moosic, PA 18507

**NEAREST HOSPITAL:**
Mercy Hospital of Scranton
746 Jefferson Ave
Scranton, PA 18510
(570) 348-7100

**SCHEDULE**

<table>
<thead>
<tr>
<th>Scripted Name</th>
<th>Scene #</th>
<th>Description</th>
<th>D/N</th>
<th>I/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>DINER</td>
<td>91</td>
<td>Clair enters the diner and walks to the kitchen.</td>
<td>D</td>
<td>I</td>
<td>2, 4</td>
<td>2/8</td>
<td>Terry’s Diner</td>
</tr>
<tr>
<td>DINER</td>
<td>93</td>
<td>Clair returns Laura’s keys, dumps OJ on the floor.</td>
<td>D</td>
<td>I</td>
<td>2, 4</td>
<td>3/8</td>
<td>Terry’s Diner</td>
</tr>
<tr>
<td>DINER</td>
<td>92</td>
<td>Clair punches and kicks Dennis.</td>
<td>D</td>
<td>I</td>
<td>2, 17</td>
<td>3/8</td>
<td>Terry’s Diner</td>
</tr>
<tr>
<td>LAURA’S CAR</td>
<td>89</td>
<td>Clair sits outside the diner</td>
<td>D</td>
<td>I/E</td>
<td>2, 4, 17, 25</td>
<td>6/8</td>
<td>Terry’s Diner</td>
</tr>
<tr>
<td>DINER</td>
<td>90</td>
<td>Clair walks to the diner.</td>
<td>D</td>
<td>E</td>
<td>2</td>
<td>1/8</td>
<td>Terry’s Diner</td>
</tr>
<tr>
<td>DINER</td>
<td>94</td>
<td>Dennis follows Clair from diner and beats him up.</td>
<td>D</td>
<td>E</td>
<td>2, 17</td>
<td>3/8</td>
<td>Terry’s Diner</td>
</tr>
<tr>
<td>LAURA’S CAR</td>
<td>49</td>
<td>Clair and Laura drive in silence.</td>
<td>D</td>
<td>I/E</td>
<td>2, 4</td>
<td>1/8</td>
<td>Depart from Terry’s Diner.</td>
</tr>
<tr>
<td>SCRANTON</td>
<td>57</td>
<td>Clair sits and rolls a joint.</td>
<td>D</td>
<td>E</td>
<td>2</td>
<td>1/6</td>
<td>Nay Aug Park</td>
</tr>
</tbody>
</table>

**COMPANY MOVE**

<table>
<thead>
<tr>
<th>Local &amp; Park Bench</th>
<th>D/E</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAURA’S CAR</td>
<td>N</td>
<td>1/8</td>
</tr>
</tbody>
</table>

**TALENT**

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>Talent Name</th>
<th>Pick-Up/ Self-Drive</th>
<th>Location Call</th>
<th>Wardrobe/ Make-Up</th>
<th>Shooting Call</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Clair</td>
<td>Kevin Leibson</td>
<td>D, w crew</td>
<td>7:30A</td>
<td>7:45A</td>
<td>8:00A</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Laura</td>
<td>Hollis Witherspoon</td>
<td>PU @ 6:45am</td>
<td>7:30A</td>
<td>7:45A</td>
<td>8:00A</td>
<td>Meet in lobby for pickup.</td>
</tr>
<tr>
<td>17</td>
<td>Dennis</td>
<td>Jeff Musillo</td>
<td>PU @ 6:45am</td>
<td>7:30A</td>
<td>7:45A</td>
<td>8:00A</td>
<td>Meet in lobby for pickup.</td>
</tr>
<tr>
<td></td>
<td>Diner Patron</td>
<td>Joseph Cramer</td>
<td>Self-drive</td>
<td>7:30A</td>
<td>7:45A</td>
<td>8:00A</td>
<td></td>
</tr>
</tbody>
</table>

**EXTRAS:** 1 **NEEDED FOR:** Diner **CALL:** 7:30am **REPORT TO:** Megan
## SPECIAL DEPARTMENT INSTRUCTIONS

**Art:**

**Camera:**

**Catering:**

**Grip/Lighting:**

**Locations:**

**Make-up:** Split lip/blood for Dennis

**Production:**

**Sound:** Crash pad (from the van), furniture pads, couch cushion/pillow

---

## ADVANCE SCHEDULE: Day 2

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #s</th>
<th>Description</th>
<th>DN</th>
<th>I/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLAIR AND LAURA’S APT</td>
<td>124</td>
<td>Clair and Laura listen to Theo’s message.</td>
<td>D</td>
<td>I</td>
<td>2, 4</td>
<td>2/8</td>
<td>244 10th Ave Scranton, PA</td>
</tr>
<tr>
<td>20, 22, 37, 87, 21</td>
<td>Laura and Clair talk about the car. Clair says goodbye to Laura before work. Clair and Laura talk about sex. Clair goes through records. Clair makes coffee.</td>
<td>N</td>
<td>I</td>
<td>2, 4</td>
<td>5 2/8</td>
<td>244 10th Ave Scranton, PA</td>
<td></td>
</tr>
</tbody>
</table>

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## CREW CALLS

<table>
<thead>
<tr>
<th>Department/Position</th>
<th>Name</th>
<th>Phone #</th>
<th>Call</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Production</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director</td>
<td>Ryan Pomeranz</td>
<td>561-702-5285</td>
<td>7:30A</td>
</tr>
<tr>
<td>Producer</td>
<td>Alix Kenyon</td>
<td>315-427-1301</td>
<td>7:30A</td>
</tr>
<tr>
<td>Associate Producer</td>
<td>Stephen C. Tucker</td>
<td>267-290-6271</td>
<td>7:30A</td>
</tr>
<tr>
<td>Production Manager</td>
<td>Meredith Kauffers</td>
<td>908-337-8588</td>
<td>6:50A</td>
</tr>
<tr>
<td>Environmental Impact Coordinator</td>
<td>Becca Kenyon</td>
<td>315-427-1636</td>
<td>7:30A</td>
</tr>
<tr>
<td>Production Coordinator</td>
<td>Georgina Hurge</td>
<td>863-242-6323</td>
<td>NC</td>
</tr>
<tr>
<td>Production Coordinator</td>
<td>Brittney Nadia Grace</td>
<td>321-652-1294</td>
<td>NC</td>
</tr>
<tr>
<td>1st Assistant Director</td>
<td>Alix Duggins</td>
<td>407-234-4579</td>
<td>6:50A</td>
</tr>
<tr>
<td>Key Production Assistant</td>
<td>Martin Palumbo</td>
<td>570-561-6628</td>
<td>7:30A</td>
</tr>
<tr>
<td>Key Set PA</td>
<td>Megan McGraw</td>
<td>570-561-9858</td>
<td>6:45A</td>
</tr>
<tr>
<td>Production Assistant</td>
<td>Alexie Loukopoulos</td>
<td>347-291-4425</td>
<td>7:30A</td>
</tr>
<tr>
<td>Production Assistant</td>
<td>Anne Marie Coar</td>
<td>570-357-5519</td>
<td>NC</td>
</tr>
<tr>
<td>Production Assistant</td>
<td>Nick Sweeney</td>
<td>570-657-6399</td>
<td>NC</td>
</tr>
<tr>
<td>Production Assistant</td>
<td>Jeff Davis</td>
<td>570-854-4793</td>
<td>NC</td>
</tr>
<tr>
<td><strong>Camera</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director of Photography</td>
<td>Scott Uhlfelder</td>
<td>561-788-1717</td>
<td>7:30A</td>
</tr>
<tr>
<td>1st Assistant Camera</td>
<td>Janet Meiman</td>
<td>561-317-4894</td>
<td>7:30A</td>
</tr>
<tr>
<td>Set Photographer</td>
<td>Zak Zavada</td>
<td>570-561-3518</td>
<td>NC</td>
</tr>
</tbody>
</table>

## DAY 1 of 21

<table>
<thead>
<tr>
<th>Department/Position</th>
<th>Name</th>
<th>Phone #</th>
<th>Call</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Locations</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location Manager</td>
<td>Meredith Kauffers</td>
<td>908-337-8588</td>
<td>6:50A</td>
</tr>
<tr>
<td><strong>Grip/Lighting</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gaffer</td>
<td>Marco Cordero</td>
<td>863-409-2126</td>
<td>NC</td>
</tr>
<tr>
<td>Gaffer</td>
<td>Ian Campbell</td>
<td>407-491-7917</td>
<td>7:30A</td>
</tr>
<tr>
<td><strong>Art</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Production Designer</td>
<td>Meghan Lyons</td>
<td>508-274-3192</td>
<td>NC</td>
</tr>
<tr>
<td>Art Director</td>
<td>Becca Kenyon</td>
<td>315-427-1636</td>
<td>7:30A</td>
</tr>
<tr>
<td><strong>Costume Designer/FX Makeup</strong></td>
<td>Caroline Votar</td>
<td>407-461-5002</td>
<td>NC</td>
</tr>
<tr>
<td><strong>Sound</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mixer</td>
<td>Stephen C. Tucker</td>
<td>267-290-6271</td>
<td>7:30A</td>
</tr>
<tr>
<td>Boom Op</td>
<td>Maximilian Brownstein</td>
<td>347-993-1315</td>
<td>7:30A</td>
</tr>
</tbody>
</table>

**Breakfast @ 7:00AM**

**LUNCH @ 1:30PM**
**CALL SHEET**
**“THEODORE IS DYING”**

**DAY/DATE:** Saturday, February 20, 2010.

**PRODUCTION DAY:** 2 of 21.

**DIRECTOR:** Ryan Pomeranz.

**1st A.D.:** Alix Duggins.

**SET PHONE:** 407.234.4579.

**SUNRISE:** 6:51AM.  **SUNSET:** 5:41PM.

**WEATHER:** H36 L27, 30% chance of flurries. BE PREPARED!!!

**BREAKFAST:** 7:00AM

**SET CALL:** 7:30AM

**SHOOTING CALL:** 8:30AM

**LUNCH:** 1:30PM

---

**CARPOOL INSTRUCTIONS:**
Meredith’s Car: Meredith and Alix (depart 6:30am)
Allie’s Car: Allie, Ryan, Kevin, Becca (depart 6:50am)
Ryan’s Car: Scott, Ian, John, Jared (depart 6:50am)
Steve’s Car: Steve, Max, Marco (depart 6:50am)
Megan’s Car: Megan PU Hollis from hotel @ 6:50am

**SET LOCATION:**
244 10th Ave
Scranton, PA 18504

**NEAREST HOSPITAL:**
Mercy Hospital of Scranton
746 Jefferson Ave
Scranton, PA 18510
(570) 346-7100

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**SCHEDULE**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Description</th>
<th>D/N</th>
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<tbody>
<tr>
<td>CLAIR AND LAURA’S APT</td>
<td>124</td>
<td>Clair and Laura listen to Theo’s message.</td>
<td>D</td>
<td>I</td>
<td>2, 4</td>
<td>2/8</td>
<td>244 10th Ave Scranton, PA</td>
</tr>
<tr>
<td>CLAIR AND LAURA’S APT</td>
<td>20</td>
<td>Laura and Clair talk about the car.</td>
<td>N</td>
<td>I</td>
<td>2, 4</td>
<td>5/28</td>
<td>244 10th Ave Scranton, PA</td>
</tr>
<tr>
<td>CLAIR AND LAURA’S APT</td>
<td>22</td>
<td>Clair says goodbye to Laura before work.</td>
<td>N</td>
<td>I</td>
<td>2, 4</td>
<td>4/6</td>
<td>244 10th Ave Scranton, PA</td>
</tr>
<tr>
<td>CLAIR AND LAURA’S APT</td>
<td>37</td>
<td>Laura and Clair talk about sex.</td>
<td>N</td>
<td>I</td>
<td>2, 4</td>
<td>2/18</td>
<td>244 10th Ave Scranton, PA</td>
</tr>
<tr>
<td>CLAIR AND LAURA’S APT</td>
<td>87</td>
<td>Clair goes through his father’s records.</td>
<td>N</td>
<td>I</td>
<td>2, 4</td>
<td>5/8</td>
<td>244 10th Ave Scranton, PA</td>
</tr>
<tr>
<td>CLAIR AND LAURA’S APT</td>
<td>21</td>
<td>Clair makes coffee.</td>
<td>N</td>
<td>I</td>
<td>2</td>
<td>1/8</td>
<td>244 10th Ave Scranton, PA</td>
</tr>
</tbody>
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**TALENT**

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>Talent Name</th>
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<th>Location Call</th>
<th>Wardrobe/ Make-Up</th>
<th>Shooting Call</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Clair</td>
<td>Kevin Laibson</td>
<td>D, w/ crew</td>
<td>7:30am</td>
<td>7:45am</td>
<td>8:30am</td>
<td>Meet in lobby for pickup. Radisson Hotel 700 Lackawanna Ave.</td>
</tr>
<tr>
<td>2</td>
<td>Laura</td>
<td>Hollis Withenspoon</td>
<td>Megan PU</td>
<td>6:45</td>
<td>7:30am</td>
<td>7:45am</td>
<td></td>
</tr>
</tbody>
</table>

---

**EXTRAS:** 0  **NEEDED FOR:**  **CALL:**  **REPORT TO:**

---

**SPECIAL DEPARTMENT INSTRUCTIONS**

**Art:**
Answering Machine, Joint—(have multiples), Vibrator, Records, Cigarettes (have multiples), coffee machine and coffee.

**Camera:**

**Grip/Lighting:**
Black out windows.

**Locations:**

**Make-up:**
Clair split lip for scene 124, Puffy-crying face scene 87.

**Production:**

**Sound:**

**Wardrobe:**
Boxers and underwear. Funeral clothes.
CALL SHEET

“THEODORE IS DYING”

DAY/DATE: Sunday, February 21, 2010

PRODUCTION DAY: 3 of 21.

DIRECTOR: Ryan Pomeranz.

1st A.D.: Alix Duggins.

SET PHONE: 407.234.4579.

SUNRISE: 6:50AM. SUNSET: 5:42PM.

WEATHER: H36 L25, Partly Cloudy, 10% Chance of Precip.

CARPOOL INSTRUCTIONS:
Meredith’s Car: Meredith and Alix (depart 6:30am)
Allie’s Car: Allie, Ryan, Kevin, Becca (depart 6:50am)
Ryan’s Car: Scott, Ian, John, Jared (depart 6:50am)
Steve’s Car: Steve, Max, Marco (depart 6:50am)
Nick’s Car: Nick PU Holls from hotel @ 6:50am

SET LOCATION:
244 10th Ave
Scranton, PA 18504

NEAREST HOSPITAL:
Mercy Hospital of Scranton
746 Jefferson Ave
Scranton, PA 18510
(570) 346-7100

SCHEDULE

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Description</th>
<th>D/N</th>
<th>I/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLAIR AND LAURA’S APT</td>
<td>19</td>
<td>Clair and Laura have sex.</td>
<td>N</td>
<td>I</td>
<td>2, 4</td>
<td>2/6</td>
<td>244 10th Ave Scranton, PA</td>
</tr>
<tr>
<td>CLAIR AND LAURA’S APT</td>
<td>65</td>
<td>Clair and Laura talk about their break-up and Dennis.</td>
<td>N</td>
<td>I</td>
<td>2, 4</td>
<td>5/2/6</td>
<td>244 10th Ave Scranton, PA</td>
</tr>
</tbody>
</table>

TALENT

<table>
<thead>
<tr>
<th>#</th>
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<th>Wardrobe/ Make-Up</th>
<th>Shooting Call</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Clair</td>
<td>Kevin Laibson</td>
<td>D, w/ crew</td>
<td>7:30am</td>
<td>7:45am</td>
<td>8:30am</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Laura</td>
<td>Hollis Witherspoon</td>
<td>Nick PU @ 6:45</td>
<td>7:30am</td>
<td>7:45am</td>
<td>8:30am</td>
<td>Meet in lobby for pickup. Radisson Hotel 700 Lackawanna Ave.</td>
</tr>
</tbody>
</table>

EXTRAS: 0  NEEDED FOR:  CALL:  REPORT TO:  

SPECIAL DEPARTMENT INSTRUCTIONS

Art:  
Clothes for packing and suitcase/bag. Keys. Flowers (multiples!)

Camera:  

Catering:  

Grip/Lighting:  

Locations:  

Make-up:  

Production: --Closed set for scene 19--

Sound:  

Wardrobe:  Tank top.

ADVANCE SCHEDULE: Day 3, February 21, 2010

<table>
<thead>
<tr>
<th>Scripted Location</th>
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<th>I/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>LASER LUBE</td>
<td>51, 53, 55</td>
<td>Clair watches TV in the Laser Lube waiting area. Laura tells Clair she wants to break up. Laura returns to the waiting room while Clair waits outside.</td>
<td>D</td>
<td>I</td>
<td>2, 4, 26</td>
<td>2 3/6</td>
<td>1011 North Keyser Ave. Scranton, PA</td>
</tr>
</tbody>
</table>
CALL SHEET

“THEODORE IS DYING”


PRODUCTION DAY: 3 of 21.

DIRECTOR: Ryan Pomeranz.

1st A.D.: Alix Duggins.

SUNRISE: 6:48AM. SUNSET: 5:44PM.

WEATHER: H40, L33 70% chance of precipitation! PREPARE FOR NASTY WEATHER!!

CARPOOL INSTRUCTIONS:
Steve’s Car: Steve, Scott and Max depart @ 6:10am
Ryan’s Car: John, Marco, Jared, Ian depart @ 6:20am
Allie’s Car: Allie, Becca, Alix, “Claire’s Car”: Ryan and Kevin depart @ 6:25am

SET LOCATION:
1. Manila Pl. between N. Garfield & N. Fillmore Scranton, PA
2. TNT Autosales 1001 North Keyser Ave. Scranton, PA

NEAREST HOSPITAL:
Mercy Hospital of Scranton
746 Jefferson Ave
Scranton, PA 18510
(570) 349-7100

SCHEDULE

<table>
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<th>I/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>INT LAURA’S CAR</td>
<td>31</td>
<td>Claire delivers papers and rear-ends a car.</td>
<td>D</td>
<td>I</td>
<td>2</td>
<td>6/8</td>
<td>1. Manila Pl. between N. Garfield &amp; N. Fillmore Scranton, PA</td>
</tr>
</tbody>
</table>

COMPANY MOVE

| Ext Laser Lube | 50 | Claire and Laura arrive at the Laser Lube. | D | E | 2, 4 | 1/8 | 2. 1001 North Keyser Ave. Scranton, PA |
| Ext Laser Lube | 54 | Claire and Laura continue to fight. | D | E | 2, 4 | 1 5/8 | 2. 1001 North Keyser Ave. Scranton, PA |
| Ext Laser Lube | 56 | Claire walks away from the Laser Lube. | D | E | 2, 4 | 5/8 | 2. 1001 North Keyser Ave. Scranton, PA |
| Ext Laser Lube | 51 | Claire watches TV in the Laser Lube waiting area. | D | I | 2 | 1/8 | 2. 1001 North Keyser Ave. Scranton, PA |
| Ext Laser Lube | 53 | Laura tells Claire she wants to break up. | D | I | 2, 4, 26 | 1 7/8 | 2. 1001 North Keyser Ave. Scranton, PA |
| Ext Laser Lube | 55 | Laura returns to the waiting room while Claire waits outside. | D | I | 2, 4, 26 | 1/8 | 2. 1001 North Keyser Ave. Scranton, PA |

TALENT

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<th>Wardrobe/ Make-Up</th>
<th>Shooting Call</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Clair</td>
<td>Kevin Laibson</td>
<td>D, w/ crew</td>
<td>7:30am</td>
<td>7:30am</td>
<td>8:00am</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Laura</td>
<td>Hollis Witherspoon</td>
<td>Pick-up @ 9:00am</td>
<td>9:15am @ TNT AUTOSALES</td>
<td>9:30am</td>
<td>10:00am</td>
<td>Meet Michael in lobby for carpool. Radisson Hotel 700 Lackawanna Ave.</td>
</tr>
<tr>
<td>16</td>
<td>Middle Aged Man</td>
<td>Michael Laibson</td>
<td>Self-drive</td>
<td>9:15am</td>
<td>9:30am</td>
<td>10:00am</td>
<td>Meet Hollis in lobby for carpool. Radisson Hotel 700 Lackawanna Ave.</td>
</tr>
</tbody>
</table>

EXTRAS: 0

SPECIAL DEPARTMENT INSTRUCTIONS
Art: Television, Golf magazines, magazines, blue tooth headset, Damage to car, Newspapers

Camera:
Catering:
Grip/Lighting:

MOVING PICTURE PARTY LLC

CALL: REPORT TO:
225
**CALL SHEET**

**THEODORE IS DYING**

**DAYDATE:** Tuesday, February 23, 2010.

**PRODUCTION DAY:** 5 of 21.

**DIRECTOR:** Ryan Pomerantz.

**1st A.D.:** Alix Duggins.

**WEATHER:** H36, L32, 30% chance of snow.

**SET PHONE:** 407.234.4579.

**SET LOCATION:**

**1404 N Washington Ave Apt #3**

Scranton, PA

**CALL SHEET**

**BREAKFAST:** 7:00am

CRUML CALL: 7:30am

SHOOTING CALL: 8:15am

LUNCH: 1:30pm

**Quote of the Day:**

“TNT. Auto. Hollis speaking.” – Hollis Witherspoon

**SCHEDULE**

<table>
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<tr>
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<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DAN’S APARTMENT BUILDING</strong></td>
<td>123, 96</td>
<td>Laura tells Clair about Theo’s message and Chris gives Clair shrooms.</td>
<td>D</td>
<td>E</td>
<td>2, 4, 8, 9, 14</td>
<td>1/8</td>
<td>1404 N Washington Ave Apt #3 Scranton, PA</td>
</tr>
<tr>
<td><strong>DAN’S APARTMENT BUILDING</strong></td>
<td>96</td>
<td>Clair arrives at Dan’s apartment</td>
<td>D</td>
<td>E</td>
<td>2</td>
<td>2/8</td>
<td>1404 N Washington Ave Apt #3 Scranton, PA</td>
</tr>
<tr>
<td><strong>CHRIS’S CAR</strong></td>
<td>99</td>
<td>Chris tells Clair, Dan and Sandra about his vision quest</td>
<td>D</td>
<td>I/E</td>
<td>2, 8, 9, 14</td>
<td>1/8</td>
<td>1404 N Washington Ave Apt #3 Scranton, PA</td>
</tr>
<tr>
<td><strong>CHRIS’S CAR</strong></td>
<td>121</td>
<td>Dan tells Chris about Laura and Clair’s breakup</td>
<td>D</td>
<td>I/E</td>
<td>2, 8, 9, 14</td>
<td>3/8</td>
<td>1404 N Washington Ave Apt #3 Scranton, PA</td>
</tr>
<tr>
<td><strong>DAN’S APARTMENT BUILDING</strong></td>
<td>97</td>
<td>Clair goes upstairs and knocks on Dan’s door.</td>
<td>D</td>
<td>I</td>
<td>2, 14</td>
<td>4/8</td>
<td>1404 N Washington Ave Apt #3 Scranton, PA</td>
</tr>
<tr>
<td><strong>DAN’S APARTMENT LIVING ROOM</strong></td>
<td>98</td>
<td>Clair and Dan smoke until Chris arrives and has something to tell them.</td>
<td>D</td>
<td>I</td>
<td>2, 8, 14</td>
<td>1/8</td>
<td>1404 N Washington Ave Apt #3 Scranton, PA</td>
</tr>
</tbody>
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<tbody>
<tr>
<td>2</td>
<td>Clair</td>
<td>Kevin Laibson</td>
<td>D, w/ crew</td>
<td>7:30am</td>
<td>7:45am</td>
<td>8:00am</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Laura</td>
<td>Hollis Witherspoon</td>
<td>Pick up @ 6:45am</td>
<td>7:30am</td>
<td>7:45am</td>
<td>8:00am</td>
<td>Meet Megan at Radisson Hotel 700 Lackawanna Ave</td>
</tr>
<tr>
<td>8</td>
<td>Dan</td>
<td>Michael Robert Young</td>
<td>Self-Drive</td>
<td>7:30am</td>
<td>7:45am</td>
<td>8:00am</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Chris</td>
<td>Joe Burch</td>
<td>Self-Drive</td>
<td>7:30am</td>
<td>7:45am</td>
<td>8:00am</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Sandra</td>
<td>Jenae Miller</td>
<td>Self-Drive</td>
<td>7:30am</td>
<td>7:45am</td>
<td>8:00am</td>
<td></td>
</tr>
</tbody>
</table>

**EXTRAS:** 0

**NEEDED FOR:**

**CALL:**

**REPORT TO:**

**SPECIAL DEPARTMENT INSTRUCTIONS**

**Art:** Bag of (fake) shrooms, Joints (multiples), Cigarettes (multiples), bongs.

**Camera:** Car mount for scene 99.

**Catering:**

**Grip/Lighting:**

**MOVING PICTURE PARTY LLC**

226

PRODUCTION DAY: 6 of 21.

DIRECTOR: Ryan Pomerantz.

CALL SHEET

"THEODORE IS DYING"

1st A.D.: Alix Duggins.

SUNRISE: 6:45AM, SUNSET: 5:46PM.

Quote of the Day: Something Hepple said that isn’t fit for publication.

SET PHONE: 407.234.4579.

WEATHER: H36 L29 60% chance of snow in the AM, Sunshine in the PM.

SCHEDULE

<table>
<thead>
<tr>
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<th>I/E</th>
<th>Cast</th>
<th>Page</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRAIN TUNNEL</td>
<td>112</td>
<td>Chris shows Clair, Dan, and Sandra the train tunnel.</td>
<td>D</td>
<td>E</td>
<td>2,8,9,14</td>
<td>5/8</td>
<td>Nay Aug Park Myrtle Street and James Ave Scranton, PA 18510</td>
</tr>
<tr>
<td>TRAIN TUNNEL</td>
<td>153</td>
<td>Clair arrives at the train tunnel.</td>
<td>D</td>
<td>E</td>
<td>2.5</td>
<td>4/8</td>
<td>Nay Aug Park Myrtle Street and James Ave Scranton, PA 18510</td>
</tr>
<tr>
<td>TRAIN TUNNEL</td>
<td>154</td>
<td>Clair talks to Huggy.</td>
<td>D</td>
<td>E</td>
<td>2.5</td>
<td>1/2</td>
<td>Nay Aug Park Myrtle Street and James Ave Scranton, PA 18510</td>
</tr>
<tr>
<td>TRAIN TUNNEL</td>
<td>157</td>
<td>Clair talks to Huggy some more.</td>
<td>D</td>
<td>E</td>
<td>2.5</td>
<td>1/3</td>
<td>Nay Aug Park Myrtle Street and James Ave Scranton, PA 18510</td>
</tr>
<tr>
<td>TRAIN TUNNEL</td>
<td>159</td>
<td>Clair talks to Huggy even more (and they hug).</td>
<td>D</td>
<td>E</td>
<td>2.5</td>
<td>2/3</td>
<td>Nay Aug Park Myrtle Street and James Ave Scranton, PA 18510</td>
</tr>
</tbody>
</table>

COMPANY MOVE

| LAURA’S CAR           | 129     | Clair drives to the cabin.                       | N   | I/E | 2           | 2/8   | Rt 307 Lake Winola Crooked Lane and Farmers Road |
| LAURA’S CAR           | 143     | Clair drives toward the cabin and smokes a cigarette. | N   | I/E | 2           | 2/8   | Rt 307 Lake Winola Crooked Lane and Farmers Road |
| LAURA’S CAR           | 145     | Clair drives.                                    | N   | I/E | 2           | 2/8   | Rt 307 Lake Winola Crooked Lane and Farmers Road |
| LAURA’S CAR           | 147     | Clair brakes suddenly and swerves to avoid what he thinks is Huggy. | N   | I/E | 2           | 2/8   | Rt 307 Lake Winola Crooked Lane and Farmers Road |

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</thead>
<tbody>
<tr>
<td>1</td>
<td>Clair</td>
<td>Kevin Laibson</td>
<td>D. w/ crew</td>
<td>6:30AM</td>
<td>9:30AM</td>
<td>10:15AM</td>
<td>Report to basecamp 1304 Schlager for rehearsal before breakfast.</td>
</tr>
<tr>
<td>8</td>
<td>Dan</td>
<td>Michael Robert Young</td>
<td>Self-Drive</td>
<td>9:30AM</td>
<td>9:30AM</td>
<td>10:15AM</td>
<td></td>
</tr>
</tbody>
</table>
**CALL SHEET**  
**“THEODORE IS DYING”**

**1ST A.D.:** Ali Duggins.  
**2ND A.D.:** Ali Duggins.  

**SUNRISE:** 6:42AM.  
**SUNSET:** 5:48PM.  

**WEATHER:** H33, L27. SNOW!!!!!!!!!

**SET LOCATION:**  
1. 149 Penn Ave  
2. 328 Pittston Ave  
Scranton, PA

**NEAREST HOSPITAL:**  
Mercy Hospital of Scranton  
746 Jefferson Ave  
Scranton, PA  
(570) 346-7100

**CARPOOL INSTRUCTIONS:**  
Ryan’s Car: Scott, John, Jared, Marco  
Steve’s Car: Steve, Max, Ian  
Allie’s Car: Becca, Carolann, Allie  
Meredith’s Car: Meredith, Alix  
"Clair/Laura’s Car": Ryan, Kevin

**COMPANY MOVE:**

**TALENT**

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<tbody>
<tr>
<td>2</td>
<td>Clair</td>
<td>Kevin Laibson</td>
<td>D, w/ crew</td>
<td>7:30AM</td>
<td>7:45AM</td>
<td>8:15AM</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Dan</td>
<td>Michael Robert Young</td>
<td>Self-drive</td>
<td>8:45AM</td>
<td>8:45AM</td>
<td>9:00AM</td>
<td>@ Location 1. 149 Pittston Ave Scranton, PA</td>
</tr>
<tr>
<td>14</td>
<td>Sandra</td>
<td>Jena Miller</td>
<td>Self-drive</td>
<td>3:00PM</td>
<td>3:00PM</td>
<td>3:15PM</td>
<td>@ Location #2. 328 Pittston Ave Scranton, PA</td>
</tr>
<tr>
<td>24</td>
<td>Ben</td>
<td>Anthony DiSanto</td>
<td>Self-drive</td>
<td>7:30AM</td>
<td>7:45AM</td>
<td>8:15AM</td>
<td></td>
</tr>
</tbody>
</table>

**EXTRAS:** 0  
**NEEDED FOR:**  
**CALL:**  
**REPORT TO:**

**SPECIAL DEPARTMENT INSTRUCTIONS**  
Art: Newspapers, Papers with Huggy picture, Joints (multiples), Intercom, Cigarettes (multiples)  
Camera: 

**DAY/DATE:** Friday, February 26, 2010.  
**PRODUCTION DAY:** 7 of 21.  
**DIRECTOR:** Ryan Pomerantz.
DAY/DATE: Saturday, February 27, 2010.  
PRODUCTION DAY: 8 of 21.  
DIRECTOR: Ryan Pomeranz.  

CALL SHEET  
“THEODORE IS DYING”  

1st A.D.: Alix Duggins.  

SUNRISE: 6:41AM. SUNSET: 5:50PM.  
WINNER OF THE DAY: Jeff.  
LOSER OF THE DAY: Everyone else.  
QUOTE OF THE DAY: “…but I’ll be around when Miley Cyrus dies and you won’t...”--Ian  

SET PHONE: 407.234.4579.  
WEATHER: H34, L29, SNOW!!!!  

CARPOOL INSTRUCTIONS:  
Ryan’s Car: Scott, John, Jared, Marco  
Steve’s Car: Steve, Max, Ian  
Allie’s Car: Carolann, Allie, Ryan, Becca  
Meredith’s Car: Meredith, Alix  
Nick’s Car: Katherine, Mrs. Waddell, Ula  

SET LOCATION:  
481 Fear Road  
Factoryville, PA  

NEAREST HOSPITAL:  
Mercy Hospital of Scranton  
746 Jefferson Ave  
Scranton, PA 18510  
(570) 346-7100  

SCHEDULE  

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<th>Cast</th>
<th>Page</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABIN #3</td>
<td>100</td>
<td>Renee stakes out the cabin.</td>
<td>D</td>
<td>E</td>
<td>3, X</td>
<td>2/8</td>
<td>481 Fear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #3</td>
<td>106</td>
<td>Renee walks away from the cabin.</td>
<td>D</td>
<td>E</td>
<td>3</td>
<td>1/8</td>
<td>481 Fear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #3 BACK PORCH</td>
<td>101</td>
<td>Renee opens the door.</td>
<td>D</td>
<td>E</td>
<td>3</td>
<td>1/8</td>
<td>481 Fear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #3 LIVING ROOM</td>
<td>102</td>
<td>Renee enters the house and walks through the room.</td>
<td>D</td>
<td>I</td>
<td>3</td>
<td>2/8</td>
<td>481 Fear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #3 LIVING ROOM</td>
<td>105</td>
<td>Renee sneaks out of the house.</td>
<td>D</td>
<td>I</td>
<td>3</td>
<td>1/8</td>
<td>481 Fear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #3 BEDROOM</td>
<td>103</td>
<td>Renee checks out the bed.</td>
<td>D</td>
<td>I</td>
<td>3</td>
<td>1/8</td>
<td>481 Fear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #3 BATHROOM</td>
<td>104</td>
<td>Renee takes pills from the medicine cabinet.</td>
<td>D</td>
<td>I</td>
<td>3</td>
<td>2/8</td>
<td>481 Fear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #1 FRONT</td>
<td>12</td>
<td>Clair knocks on the cabin door.</td>
<td>D</td>
<td>E</td>
<td>2</td>
<td>1/8</td>
<td>481 Fear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #1 BACK</td>
<td>13</td>
<td>Clair knocks and enters the cabin.</td>
<td>D</td>
<td>E</td>
<td>2</td>
<td>1/8</td>
<td>481 Fear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #1 STAIRWELL</td>
<td>15</td>
<td>Clair looks around the cabin.</td>
<td>D</td>
<td>I</td>
<td>2</td>
<td>1/8</td>
<td>481 Fear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #1 BATHROOM</td>
<td>16, 17</td>
<td>Clair takes a piss. Clair puts band-aids on his cuts.</td>
<td>D</td>
<td>I</td>
<td>2</td>
<td>4/8</td>
<td>481 Fear Road Factoryville, PA</td>
</tr>
</tbody>
</table>

TALENT  

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>Talent Name</th>
<th>Pick-Up/ Self-Drive</th>
<th>Location Call</th>
<th>Wardrobe/ Make-Up</th>
<th>Shooting Call</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Clair</td>
<td>Kevin Laibson</td>
<td>Pick up @ 10:30A</td>
<td>11:00AM</td>
<td>11:00AM</td>
<td>12:15PM</td>
<td>Meredith pick up @ Radisson Hotel 700 Lackawanna Ave</td>
</tr>
<tr>
<td>3</td>
<td>Renee</td>
<td>Katherine Waddell</td>
<td>Pick up @ 6:30A</td>
<td>7:30AM</td>
<td>7:30AM</td>
<td>8:15AM</td>
<td>Nick Pick up @ Radisson Hotel 700 Lackawanna Ave</td>
</tr>
</tbody>
</table>

EXTRAS: 1  
NEEDED FOR: Cabin #3  
CALL: 7:30AM  
REPORT TO: Alix
CALL SHEET
“THEODORE IS DYING”

PRODUCTION DAY: 9 of 21.
DIRECTOR: Ryan Pomeranz.

1st A.D.: Alix Duggins.

SET PHONE: 407.234.4579.
WEATHER: H34, L29, 30% chance of snow.

CARPOOL INSTRUCTIONS:
Ryan’s Car: Scott, John, Jared, Marco
Steve’s Car: Steve, Max, Ian
Allie’s Car: Becca, Allie, Alix
Meredith’s Car: Meredith, Ryan
Nick’s Car: Katherine, Mrs. Waddell, Ula

CAMERA:...
GRIFF/LIGHTING:...
LOCATIONS:...
MAKE-UP:...
PRODUCTION: THEO’S CAR
SOUND:...
WARDROBE: Ferret Sweatshirt

SCHEDULE

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Description</th>
<th>D/N</th>
<th>I/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABIN #1 FRONT</td>
<td>117</td>
<td>Theo arrives at the cabin.</td>
<td>D</td>
<td>E</td>
<td>1/8</td>
<td></td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #1 BACK</td>
<td>119</td>
<td>Theo investigates the cabin.</td>
<td>D</td>
<td>E</td>
<td>1/8</td>
<td></td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #2 FRONT</td>
<td>27, 39</td>
<td>Renee smokes.</td>
<td>D</td>
<td>E</td>
<td>3/8</td>
<td></td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #2 FRONT</td>
<td>39</td>
<td>Renee steps outside.</td>
<td>D</td>
<td>E</td>
<td>3/8</td>
<td></td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #1 LIVING ROOM</td>
<td>139</td>
<td>Theo and Renee talk.</td>
<td>N</td>
<td>I</td>
<td>1,3</td>
<td>6 7/8</td>
<td>481 Frear Road Factoryville, PA</td>
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<tr>
<td>CABIN #1 UPSTAIRS BEDROOM</td>
<td>140</td>
<td>Theo calls Clair.</td>
<td>N</td>
<td>I</td>
<td>1,3</td>
<td>3/8</td>
<td>481 Frear Road Factoryville, PA</td>
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TALENT

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>Talent Name</th>
<th>Pick-Up/ Drive</th>
<th>Location Call</th>
<th>Wardrobe/ Make-Up</th>
<th>Shooting Call</th>
<th>Notes</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Theo</td>
<td>Bob Walz</td>
<td>Self-drive</td>
<td>7:30AM</td>
<td>7:45AM</td>
<td>8:15AM</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Renee</td>
<td>Katherine Waddell</td>
<td>Pick up @ 7:30AM</td>
<td>8:00AM</td>
<td>8:00AM</td>
<td>8:45AM</td>
<td>Nick will pick up at Radisson Hotel 700 Lackawanna Ave.</td>
</tr>
</tbody>
</table>

EXTRAS: NEED FOR:

SPECIAL DEPARTMENT INSTRUCTIONS

ART: Headphones, Gross cigarette, Bottle of wine, Pills and Pill bottles, Address Book, Phone

CAMERA:...
GRIFF/LIGHTING:...
LOCATIONS:...
MAKE-UP:...
PRODUCTION: THEO’S CAR
SOUND:...
WARDROBE: Ferret Sweatshirt
**CALL SHEET**

**THEODORE IS DYING**

**D A Y / D A T E:** Monday, March 1, 2010.

**P R O D U C T I O N D A Y :** 10 of 21.

**D I R E C T O R :** Ryan Pomerantz.

**1 st A.D.:** Alix Duggins.

**S U N R I S E :** 6:38AM. **S U N S E T :** 5:52PM.

**S E T P H O N E :** 407.234.4579.

**C A R P O O L I N S T R U C T I O N S :**
- Ryan’s Car: Allie & Becca pick up Scott & Jared @ 9:00AM
- Steve’s Car: Steve, Max, Ian, John, Marco
- Meredith’s Car: Meredith, Alix, Ryan
- Megan’s Car: Katherine, Mrs. Waddell

**B R E A K F A S T L O C A T I O N :**
- 481 Frear Road
  - Factoryville, PA

**S E T L O C A T I O N :**
- 1. Lake Road
  - Factoryville, PA
- 2. 481 Frear Road
  - Factoryville, PA

**Q U O T E O F T H E D A Y :** “I’ll get run over if I wanna get run over.” — Ryan Pomerantz

**W E A T H E R :** H36, L30 Partly cloudy.

**S H E D U L E**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Description</th>
<th>D/N</th>
<th>I/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAKE WINOLA</td>
<td>58</td>
<td>Renee walks past shut-up shops.</td>
<td>D</td>
<td>E</td>
<td>3</td>
<td>2/8</td>
<td>Lake Road</td>
</tr>
<tr>
<td>LAKE WINOLA</td>
<td>59</td>
<td>Renee pushes a canoe into the lake.</td>
<td>D</td>
<td>E</td>
<td>3</td>
<td>2/8</td>
<td>Lake Road</td>
</tr>
<tr>
<td>LAKE ROAD</td>
<td>40</td>
<td>Renee walks down the road.</td>
<td>D</td>
<td>E</td>
<td>3</td>
<td>1/8</td>
<td>Lake Road</td>
</tr>
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</table>

**C O M P A N Y M O V E**

<table>
<thead>
<tr>
<th>Scene #</th>
<th>Description</th>
<th>D/N</th>
<th>I/E</th>
<th>Pages</th>
<th>Set Location</th>
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</thead>
<tbody>
<tr>
<td>24</td>
<td>Renee sits in bed listening to her mother.</td>
<td>D</td>
<td>I</td>
<td>3</td>
<td>2/8</td>
</tr>
<tr>
<td>120</td>
<td>Theo sits and smokes a cigarette.</td>
<td>D</td>
<td>I</td>
<td>1</td>
<td>1/8</td>
</tr>
<tr>
<td>122</td>
<td>Theo sets up the TV.</td>
<td>D</td>
<td>I</td>
<td>1</td>
<td>1/8</td>
</tr>
<tr>
<td>18</td>
<td>Clair sits down.</td>
<td>D</td>
<td>I</td>
<td>2</td>
<td>1/8</td>
</tr>
<tr>
<td>142</td>
<td>Theo walks down towards the dock.</td>
<td>N</td>
<td>E</td>
<td>1</td>
<td>2/8</td>
</tr>
<tr>
<td>144</td>
<td>Theo makes his way to the end of the dock.</td>
<td>N</td>
<td>E</td>
<td>1</td>
<td>2/8</td>
</tr>
<tr>
<td>146</td>
<td>Theo collapses on the dock.</td>
<td>N</td>
<td>E</td>
<td>1</td>
<td>2/8</td>
</tr>
<tr>
<td>149</td>
<td>Theo’s lifeless body lies on the dock.</td>
<td>N</td>
<td>E</td>
<td>1</td>
<td>1/8</td>
</tr>
<tr>
<td>151</td>
<td>Theo takes short shallow breaths and dies.</td>
<td>N</td>
<td>E</td>
<td>1</td>
<td>1/8</td>
</tr>
<tr>
<td>36</td>
<td>Clair sleeps and dreams in the easy chair.</td>
<td>N</td>
<td>I</td>
<td>2</td>
<td>2/8</td>
</tr>
<tr>
<td>132</td>
<td>Theo is woken up by screaming from next door.</td>
<td>N</td>
<td>I</td>
<td>1</td>
<td>2/8</td>
</tr>
<tr>
<td>135</td>
<td>Theo comes in for his cigarettes and lighter and goes back outside.</td>
<td>N</td>
<td>I</td>
<td>1</td>
<td>1/8</td>
</tr>
<tr>
<td>141</td>
<td>Theo gets up and heads outside.</td>
<td>N</td>
<td>I</td>
<td>1</td>
<td>1/8</td>
</tr>
<tr>
<td>140</td>
<td>Theo calls Clair.</td>
<td>N</td>
<td>I</td>
<td>1</td>
<td>3/8</td>
</tr>
</tbody>
</table>

**B R E A K F A S T @ L o c a t i o n 2 :** 9:30AM

**C R E W C A L L :** 10:00AM

**S H O O T I N G C A L L :** 10:45AM

**L U N C H :** 4:00PM

**N E A R E S T H O S P I T A L :**
- Mercy Hospital of Scranton
  - 746 Jefferson Ave
  - Scranton, PA 18510
  - (570) 348-7100
**CALL SHEET**  
"THEODORE IS DYING"  
**DAY/DATE:** Tuesday, March 2, 2010.  
**PRODUCTION DAY:** 11 of 21.  
**DIRECTOR:** Ryan Pomerantz.  
**1st A.D.:** Alix Duggins.  
**SET PHONE:** 407.234.4579.  
**SET LOCATION:** 481 Frear Road  
Factoryville, PA  
**NEAREST HOSPITAL:**  
Clark Summit State Hospital  
1451 Hillside Drive  
Clarks Summit, PA 18411-9504  

**WEATHER:** H36, L30 Chance of snow showers.  

**SUNRISE:** 6:36AM.  
**SUNSET:** 5:53PM.  

**BREAKFAST:** 11:00AM  
**CREW CALL:** 11:30AM  
**SHOOTING CALL:** 12:00PM  
**LUNCH:** 5:30PM  

**Quote of the day:**  
"I want your body heat." —Max  

---  

**SCHEDULE**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Description</th>
<th>D/N</th>
<th>I/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABIN #2 BATHROOM</td>
<td>130</td>
<td>Renee sits while her mom showers.</td>
<td>D</td>
<td>I</td>
<td>15</td>
<td>1/8</td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #2 LIVING ROOM</td>
<td>26</td>
<td>Renee looks through ashtray.</td>
<td>D</td>
<td>I</td>
<td>3</td>
<td>1/8</td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #2 LIVING ROOM</td>
<td>75</td>
<td>Renee sleeps on the couch.</td>
<td>N</td>
<td>I</td>
<td>3</td>
<td>1/8</td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #2 STARWELL</td>
<td>64</td>
<td>Renee takes her mom food. Renee runs to confront Seth.</td>
<td>N</td>
<td>I</td>
<td>3</td>
<td>3/8</td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #2 STARWELL</td>
<td>131A</td>
<td>Renee runs to confront Seth.</td>
<td>N</td>
<td>I</td>
<td>3</td>
<td>1/8</td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #2 STARWELL</td>
<td>116</td>
<td>Renee goes up to her mother’s room.</td>
<td>D</td>
<td>I</td>
<td>3</td>
<td>1/8</td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #2 STARWELL</td>
<td>156</td>
<td>Renee takes her mom a sandwich.</td>
<td>D</td>
<td>I</td>
<td>3, 15</td>
<td>5/8</td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #2 BEDROOM</td>
<td>158</td>
<td>Renee climbs into bed with her mother.</td>
<td>D</td>
<td>I</td>
<td>3, 15</td>
<td>4/8</td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #2 KITCHEN</td>
<td>25</td>
<td>Renee searches through purse.</td>
<td>D</td>
<td>I</td>
<td>3</td>
<td>3/8</td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #2 KITCHEN</td>
<td>115</td>
<td>Renee makes sandwiches.</td>
<td>D</td>
<td>I</td>
<td>3</td>
<td>1/8</td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #2 KITCHEN</td>
<td>63</td>
<td>Renee makes sandwiches.</td>
<td>N</td>
<td>I</td>
<td>3</td>
<td>1/8</td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #2 KITCHEN</td>
<td>131B</td>
<td>Renee confronts Seth.</td>
<td>N</td>
<td>I</td>
<td>3, 16</td>
<td>1</td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #1/2 FRONT</td>
<td>75</td>
<td>Flag blows in the wind.</td>
<td>N</td>
<td>E</td>
<td>1, 3, 16</td>
<td>1</td>
<td>4/8</td>
</tr>
<tr>
<td>CABIN #1/2 FRONT</td>
<td>133</td>
<td>Theo stands outside listening to Renee’s mom yell at Seth.</td>
<td>N</td>
<td>E</td>
<td>1</td>
<td>4/8</td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #1/2 FRONT</td>
<td>136</td>
<td>Theo lights the flag on fire, kicks Seth and falls on his back.</td>
<td>N</td>
<td>E</td>
<td>1, 3, 16</td>
<td>6/8</td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
<tr>
<td>CABIN #1/2 FRONT</td>
<td>138</td>
<td>Renee stands over Theo after he falls.</td>
<td>N</td>
<td>E</td>
<td>1, 3</td>
<td>4/8</td>
<td>481 Frear Road Factoryville, PA</td>
</tr>
</tbody>
</table>

**TOTAL PAGES:** 5 2/8

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MOVING PICTURE PARTY LLC
**CALL SHEET**

**“THEODORE IS DYING”**

**DAN GE DATE:** Wednesday, March 3, 2010.

**PRODUCTION DAY:** 12 of 21.

**DIRECTOR:** Ryan Pomeranz.

**1st A.D.:** Alix Duggins.

**SUNRISE:** 6:35AM.  **SUNSET:** 5:54PM.

**SET PHONE:** 407.234.4579.

**WEATHER:** H33 50% chance of snow.

**CARPOOL INSTRUCTIONS:**
- Steve’s car: Steve, Max, Ian, Marco, Jared
- Megan pick up John and Scott @11:30A
- Ryan’s car: Ryan, Allie, Kevin, Carolann
- Meredith’s Car: Meredith, Alix, Becca
- Jeff’s Car: Jeff, Katherine, Donna

**SET LOCATION:**
- 1: 481 Frear Road
  Factoryville, PA
- 2: Morgan Highway Auto Parts
  400 Morgan Highway
  Scranton, PA 18508
- 3: 1304 Schlager St
  Scranton, PA

**NEAREST HOSPITAL:**
- Clark Summit State Hospital
  1451 Hillside Drive
  Clarks Summit, PA 18411-9504

---

**SCHEDULE**

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</tr>
</thead>
<tbody>
<tr>
<td>CABIN #1 BACK</td>
<td>47</td>
<td>Clair and Renee meet and she tells him Theo is dead.</td>
<td>D</td>
<td>E</td>
<td>2.3</td>
<td>5</td>
<td>1. 481 Frear Road</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Factoryville, PA</td>
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<tr>
<td>COMPANY MOVE</td>
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<td></td>
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<tr>
<td>MOUNTAIN ROAD #3</td>
<td>148</td>
<td>Clair stares at the crashed car.</td>
<td>N</td>
<td>E</td>
<td>2</td>
<td>1/8</td>
<td>2. Morgan Highway Autoparts</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td>400 Morgan Highway</td>
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<td></td>
<td>Scranton, PA 18508</td>
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<tr>
<td>MOUNTAIN ROAD #3</td>
<td>152</td>
<td>Clair stumbles away from the car.</td>
<td>N</td>
<td>E</td>
<td>2</td>
<td>1/8</td>
<td>2. Morgan Highway Autoparts</td>
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<tr>
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<td></td>
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<td></td>
<td>400 Morgan Highway</td>
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<td>Scranton, PA 18508</td>
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<tr>
<td>COMPANY MOVE</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CABIN #2 BATHROOM</td>
<td>130A</td>
<td>Renee sits while her mom showers.</td>
<td>D</td>
<td>I</td>
<td>3</td>
<td>2/8</td>
<td>3. 1304 Schlager</td>
</tr>
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<td>Scranton, PA</td>
</tr>
<tr>
<td>CABIN #2 BATHROOM</td>
<td>160</td>
<td>Renee draws on the mirror.</td>
<td>N</td>
<td>I</td>
<td>3</td>
<td>1/8</td>
<td>3. 1304 Schlager</td>
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<td>5/8</td>
<td></td>
</tr>
</tbody>
</table>

**TALENT**

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>Talent Name</th>
<th>Pick-Up/ Self-Drive</th>
<th>Location Call</th>
<th>Wardrobe/ Make-Up</th>
<th>Shooting Call</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Clair</td>
<td>Kevin Laibson</td>
<td>Drive w/ Crew</td>
<td>12:30PM</td>
<td>10:30PM</td>
<td>1:00PM</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Renee</td>
<td>Katherine Waddell</td>
<td>Pick up @ 11:30AM</td>
<td>12:30PM</td>
<td>12:30PM</td>
<td>1:00PM</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**EXTRAS: NEEDED FOR: CALL: REPORT TO:**

**SPECIAL DEPARTMENT INSTRUCTIONS**

**Art:**

**Camera:**

**Grip/Lighting:**

---

**quote of the day:**

Ted: “Well, I have a mind to call Bill Davis right now!”

Merna: “They’re so mean it makes me want to cry!”

---

**MOVING PICTURE PARTY LLC**

**233**
**CALL SHEET**

"THEODORE IS DYING"

**DAY/DATE:** Friday, March 35, 2010.

**PRODUCTION DAY:** 13 of 21.

**DIRECTOR:** Ryan Pomeranz.

**1st A.D.:** Alix Duggins.

**SUNRISE:** 6:31am  **SUNSET:** 5:58pm

**SET PHONE:** 407.234.4579.

**WEATHER:** H35, L29, cloudy, 20% chance of precipitation.

**CARPOOL INSTRUCTIONS:**
- For Call #1: Ryan’s Car: Scott, Jared, Max
  Allie’s Car: Alix, Carolann, Ryan, Kevin
  For Call #2: Steve’s car: Steve, Ian, Marco, John
  Megan pick up Katherine and Jenny @ 8:30A
  Meredith’s Car: Meredith, Alix, Becca

**SET LOCATION:**
1. 307 en route to Lake Winola
2. Lake Road Café
   Lake Road @ 307
   Factoryville, PA (Lake Winola)
3. Schultzville Deli
   1309 Winola Road
   Clarks Summit, PA 18411

**NEAREST HOSPITAL:**
- Clark Summit State Hospital
  1451 Hillside Drive
  Clarks Summit, PA 18411-9504

**SCHEDULE**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Description</th>
<th>D/N</th>
<th>V/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOUNTAIN ROAD #1</td>
<td>8</td>
<td>Clair crosses the road.</td>
<td>D</td>
<td>E</td>
<td>2/8</td>
<td></td>
<td>307 en route to Lake Winola</td>
</tr>
<tr>
<td><strong>COMPANY MOVE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUMP N’ PANTRY</td>
<td>9</td>
<td>Clair hobbles toward the gas station.</td>
<td>D</td>
<td>E</td>
<td>1/8</td>
<td></td>
<td>Lake Road Café (Ice Cream Shop)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lake Road @ 307</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lake Winola/Factorville</td>
</tr>
<tr>
<td>PUMP N’ PANTRY</td>
<td>42</td>
<td>Renee sees pill bottles in the old woman’s car.</td>
<td>D</td>
<td>E</td>
<td>3/8</td>
<td></td>
<td>Lake Road Café (Ice Cream Shop)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lake Road @ 307</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lake Winola</td>
</tr>
<tr>
<td><strong>COMPANY MOVE</strong></td>
<td></td>
<td></td>
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<td></td>
<td>1309 Winola Rd</td>
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<td></td>
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<td></td>
<td></td>
<td>Clarks Summit 18411</td>
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<td>1309 Winola Rd</td>
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<td>Clarks Summit 18411</td>
</tr>
</tbody>
</table>

**TALENT**

<table>
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<th>#</th>
<th>Scripted Name</th>
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<th>Wardrobe/ Make-Up</th>
<th>Shooting Call</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Theo</td>
<td>Bob Walz</td>
<td>Self-Drive</td>
<td>12:00P</td>
<td>12:15P</td>
<td></td>
<td>2 Location 3. Schultzville Deli</td>
</tr>
<tr>
<td>2</td>
<td>Clair</td>
<td>Kevin Laibson</td>
<td>Drive w/ Crew</td>
<td>8:00A</td>
<td>8:00A</td>
<td>Make-up @ Schlager Street—do breakfast first and depart for location @ 7:30A</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Renee</td>
<td>Katherine Waiddell</td>
<td>Pick up @ 8:30AM</td>
<td>9:00A</td>
<td>9:15A</td>
<td></td>
<td>2. Lake Road Café</td>
</tr>
</tbody>
</table>

MOVING PICTURE PARTY LLC

234
**CALL SHEET**

**“THEODORE IS DYING”**

**DAY/DATE:** Friday, March 6, 2010.

**PRODUCTION DAY:** 14 of 21.

**DIRECTOR:** Ryan Pomerantz.

**1st A.D.:** Alix Duggins.

**SUNRISE:** 6:29am  **SUNSET:** 5:59pm  **Quote of the day:**

"$20,000 more and I get a new titanium tibia."  
---John Hepple

**SET PHONE:** 407.234.4579.

**WEATHER:** Sunny  **H43!!! No Snow!!**

**CARPOOL INSTRUCTIONS:**

- Steve's Car: Steve, Max, Ian
- Ryan's Car: Scott, Marco, Jared, John
- Meredith's Car: Meredith, Alix
- Allie's Car: Allie, Ryan, Becca, Kevin
- Megan's Car: Megan pick up Laurence @ 6:45AM

**NEAREST HOSPITAL:**

Mercy Hospital of Scranton  
746 Jefferson Ave  
Scranton, PA 18510  
(570) 346-7100

---

**SCHEDULE**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Description</th>
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<th>I/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EXT SYDNEY’S HOUSE</strong></td>
<td>107</td>
<td>Theo arrives at Sydney’s house.</td>
<td>D</td>
<td>E</td>
<td>1,10</td>
<td>3/8</td>
<td>701 Haven Lane</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Clarks Summit, PA</td>
</tr>
<tr>
<td><strong>EXT SYDNEY’S HOUSE</strong></td>
<td>111</td>
<td>Sydney watches Theo drive off.</td>
<td>D</td>
<td>E</td>
<td>1,8</td>
<td>3/8</td>
<td>701 Haven Lane</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Clarks Summit, PA</td>
</tr>
<tr>
<td><strong>EXT SYDNEY’S HOUSE</strong></td>
<td>126</td>
<td>Clair arrives at Sydney’s house.</td>
<td>D</td>
<td>E</td>
<td>2,10</td>
<td>3/8</td>
<td>701 Haven Lane</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Clarks Summit, PA</td>
</tr>
<tr>
<td><strong>SYDNEY’S HOUSE FOYER</strong></td>
<td>128</td>
<td>Sydney and Clair say goodbye.</td>
<td>D</td>
<td>I/E</td>
<td>2,8</td>
<td>3/8</td>
<td>701 Haven Lane</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Clarks Summit, PA</td>
</tr>
<tr>
<td><strong>SYDNEY’S HOUSE FOYER</strong></td>
<td>110</td>
<td>Theo, Sydney and John say goodbye</td>
<td>D</td>
<td>I/E</td>
<td>1,6,10</td>
<td>5/8</td>
<td>701 Haven Lane</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Clarks Summit, PA</td>
</tr>
<tr>
<td><strong>SYDNEY’S HOUSE FOYER</strong></td>
<td>108</td>
<td>Sydney greets Theo.</td>
<td>D</td>
<td>I/E</td>
<td>1,6,10</td>
<td>4/8</td>
<td>701 Haven Lane</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Clarks Summit, PA</td>
</tr>
<tr>
<td><strong>SYDNEY’S HOUSE</strong></td>
<td>109</td>
<td>Theo accepts Sydney’s offer to</td>
<td>D</td>
<td>I</td>
<td>1,6,10</td>
<td>2 3/8</td>
<td>701 Haven Lane</td>
</tr>
<tr>
<td><strong>KITCHEN</strong></td>
<td></td>
<td>stay at the cabin.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Clarks Summit, PA</td>
</tr>
<tr>
<td></td>
<td>127</td>
<td>Clair asks about Theo and they</td>
<td>D</td>
<td>I</td>
<td>2,6,10</td>
<td>2 1/8</td>
<td>701 Haven Lane</td>
</tr>
<tr>
<td></td>
<td></td>
<td>talk about his break-up.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Clarks Summit, PA</td>
</tr>
</tbody>
</table>

**TOTAL PAGES:** 6 5/8

**TALENT**

<table>
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<th>#</th>
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<tbody>
<tr>
<td>1</td>
<td>Theo</td>
<td>Bob Waltz</td>
<td>Self-Drive</td>
<td>7:30A</td>
<td>7:30A</td>
<td>8:15A</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Clair</td>
<td>Kevin Laibson</td>
<td>Drive w/ Crew</td>
<td>7:30A</td>
<td>7:30A</td>
<td>8:45A</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Sydney</td>
<td>Kathleen Godwin</td>
<td>Self-Drive</td>
<td>7:30A</td>
<td>7:30A</td>
<td>8:30A</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>John</td>
<td>Laurence Cantor</td>
<td>Pick up @ 6:45AM</td>
<td>7:30A</td>
<td>7:30A</td>
<td>8:15A</td>
<td>Megan will pick up @ Radisson Hotel 700 Lackawanna Ave Scranton, PA</td>
</tr>
</tbody>
</table>

**EXTRAS:**

**NEEDED FOR:**

**CALL:**

**REPORT TO:**

**SPECIAL DEPARTMENT INSTRUCTIONS**

- **Art:** Pipe, Directions (x2), Cabin keys
- **Camera:**
- **Grip/Lighting:**
- **Locations:**
- **Make-up:** Clair black eye and split lip

**MOVING PICTURE PARTY LLC**

235
**CALL SHEET**

**THEODORE IS DYING**

**DAY/DATE:** Friday, March 7, 2010.

**PRODUCTION DAY:** 15 of 21.

**DIRECTOR:** Ryan Pomerantz.

---

**1st A.D.:** Alix Duggins.

**SUNRISE:** 6:23 AM **SUNSET:** 5:51 PM

**Quote of the day**

Katherine (to Ian): Do you do anything important on set?  
Kevin: Sometimes he holds my hand when I’m sad.

---

**SET PHONE:** 407.234.4579.

**WEATHER:** Sunshine and patchy clouds – 47 degrees.

---

**CARPOOL INSTRUCTIONS:**

Steve drive Jeep to Schlagere, pick up Ryan and Kevin  
Scott drive Civic w/ John to Schlagere, pick up Alix and Becca

---

**SET LOCATION:**

1. 2342 Cherry Hill Road  
   Clarks Summit, PA  
2. Crooked Lane and Farmers Road  
   Falls, PA  
3. 1430 Birch Street, Scranton, PA  
4. 1325 Cronkey Avenue, Scranton, PA

**NEAREST HOSPITAL:**

Mercy Hospital of Scranton  
746 Jefferson Ave  
Scranton, PA 18510  
(570) 348-7100

---

**SCHEDULE**

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<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>WOODS</td>
<td>62</td>
<td>Clair finds an abandoned trailer and climbs inside to rest.</td>
<td>D</td>
<td>E</td>
<td>2</td>
<td>1/8</td>
<td>1. 2342 Cherry Hill Road Clarks Summit, PA</td>
</tr>
<tr>
<td>ABANDONED TRAILER (CAR)</td>
<td>88</td>
<td>Clair wakes up and sees Huggy's tail.</td>
<td>D</td>
<td>E</td>
<td>2</td>
<td>1/8</td>
<td>1. 2342 Cherry Hill Road Clarks Summit, PA</td>
</tr>
<tr>
<td>MOUNTAIN ROAD #2</td>
<td>48</td>
<td>Clair</td>
<td>D</td>
<td>E</td>
<td>2</td>
<td>2/8</td>
<td>2. Crooked Lane and Farmers Road Falls, PA</td>
</tr>
<tr>
<td>SCENIC SCRANTON #2</td>
<td>161B</td>
<td>Clair walks.</td>
<td>D</td>
<td>E</td>
<td>2</td>
<td>1/8</td>
<td>3. 1430 Birch Street</td>
</tr>
<tr>
<td>SCENIC SCRANTON #3</td>
<td>161C</td>
<td>Clair walks some more.</td>
<td>D</td>
<td>E</td>
<td>2</td>
<td>1/8</td>
<td>4. 1325 Cronkey Ave</td>
</tr>
<tr>
<td>MOUNTAIN</td>
<td>164</td>
<td>Still shots of the mountain.</td>
<td>D</td>
<td>E</td>
<td>1/8</td>
<td>Various—2nd Unit.</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL PAGES:** 1/8

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<tbody>
<tr>
<td>2</td>
<td>Clair</td>
<td>Kevin Laibson</td>
<td>Drive w/ Crew</td>
<td>7:30AM</td>
<td>6:45AM</td>
<td>8:00AM</td>
<td>Make-up at Schlager Street. Eat breakfast first.</td>
</tr>
</tbody>
</table>

---

**EXTRAS:**

**NEEDED FOR:**

**CALL:**

**REPORT TO:**

---

**SPECIAL DEPARTMENT INSTRUCTIONS**

Art: Abandoned Trailer, Huggy’s Tail, Cigarettes, Lighter, Joints, Sleeping Bag

Camera: 

Grip/Lighting: 

MOVING PICTURE PARTY LLC

236
**CALL SHEET**

"THEODORE IS DYING"

**DAY/DATE:** Monday, March 8, 2010.

**PRODUCTION DAY:** 16 of 21.

**DIRECTOR:** Ryan Pomerantz.

**1st A.D.:** Alix Duggins.

**SET PHONE:** 407.234.4579.

**WEATHER:** Sunny with a High of 50!

**CARPOOL INSTRUCTIONS:**
- Steve’s Car: Steve, Max, Marco
- Ryan’s Car: Scott, John, Jared
- Allie’s Car: Allie, Alix, Becca
- Sophie’s Car: Ryan, Kevin
- Meredith’s Car: Meredith

**BREAKFAST LOCATION:**

**SET LOCATION:**
1. 1304 Schluger Street
2. 119 Penn Ave
3. Rocky’s

**NEAREST HOSPITAL:**
Mercy Hospital of Scranton
746 Jefferson Ave
Scranton, PA 18510
(570) 348-7100

**SCHEDULE**

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<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONVENIENCE STORE</td>
<td>162A</td>
<td>Clair approaches a man at the convenience store.</td>
<td>D</td>
<td>E</td>
<td>2</td>
<td>2/8</td>
<td>1. 119 Penn Ave Scranton, PA</td>
</tr>
<tr>
<td>CONVENIENCE STORE</td>
<td>162B</td>
<td>Clair talks to Laura on the phone.</td>
<td>D</td>
<td>E</td>
<td>2</td>
<td>4/8</td>
<td>1. 119 Penn Ave Scranton, PA</td>
</tr>
<tr>
<td>CONVENIENCE STORE</td>
<td>162C</td>
<td>Clair watches a woman draw a heart in a car window.</td>
<td>D</td>
<td>E</td>
<td>2</td>
<td>3/8</td>
<td>1. 119 Penn Ave Scranton, PA</td>
</tr>
<tr>
<td><strong>(a short) COMPANY MOVE</strong></td>
<td>EXT ROCKY’S</td>
<td>Theo wakes up in his car.</td>
<td>D</td>
<td>I/E</td>
<td>1</td>
<td>1/8</td>
<td>2. Spruce and Adams Street Scranton, PA</td>
</tr>
<tr>
<td><strong>(a short) COMPANY MOVE</strong></td>
<td>INT ROCKY’S</td>
<td>Clair asks Frank if he knows where Theo is.</td>
<td>D</td>
<td>I</td>
<td>2, 12</td>
<td>5/8</td>
<td>3. Rocky’s 141 Jefferson Ave Scranton, PA</td>
</tr>
<tr>
<td>INT ROCKY’S</td>
<td>81</td>
<td>Theo talks to Frank.</td>
<td>N</td>
<td>I</td>
<td>1, 12, 21</td>
<td>6</td>
<td>3. Rocky’s 141 Jefferson Ave Scranton, PA</td>
</tr>
<tr>
<td><strong>(a short) COMPANY MOVE</strong></td>
<td>EXT ROCKY’S</td>
<td>Theo stumbles out of the bar.</td>
<td>N</td>
<td>E</td>
<td>1</td>
<td>2/8</td>
<td>2. Spruce and Adams Street Scranton, PA</td>
</tr>
<tr>
<td>EXT ROCKY’S</td>
<td>80</td>
<td>Theo parks and walks to the bar.</td>
<td>N</td>
<td>E</td>
<td>1</td>
<td>1/8</td>
<td>2. Spruce and Adams Street Scranton, PA</td>
</tr>
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**TOTAL PAGES:** 8 2/8

**TALENT**

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<th>Shooting Call</th>
<th>Notes</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Theo</td>
<td>Bob Waiz</td>
<td>Self-drive</td>
<td>12:00PM</td>
<td>12:00PM</td>
<td>12:15PM</td>
<td>@ location 1. 119 Penn Ave</td>
</tr>
<tr>
<td>2</td>
<td>Clair</td>
<td>Kevin Labison</td>
<td>Drive w/ Crew</td>
<td>10:00AM</td>
<td>10:00AM</td>
<td>10:45AM</td>
<td>@ Schlager Street</td>
</tr>
<tr>
<td>12</td>
<td>Frank</td>
<td>Scott McIntosh</td>
<td>Self-drive</td>
<td>3:00PM</td>
<td>3:00PM</td>
<td>3:45PM</td>
<td>@ location 3. Rocky’s</td>
</tr>
<tr>
<td>21</td>
<td>Bartender</td>
<td>Paul O’Brien</td>
<td>Self-drive</td>
<td>3:00PM</td>
<td>3:00PM</td>
<td>3:45PM</td>
<td>@ location 3. Rocky’s</td>
</tr>
</tbody>
</table>

**EXTRAS:** 6 **NEEDED FOR:** Man, Woman, Homeless Man, Rocky’s

**CALL:** 3:00PM

**REPORT TO:** Alix @ location 3. Rocky’s
** CALL SHEET  
** THEODORE IS DYING  

**DAY/DATE:** Monday, March 9, 2010.  
**PRODUCTION DAY:** 17 of 21.  
**DIRECTOR:** Ryan Pomerantz.  
**1st A.D.:** Alix Duggins.  
**SET PHONE:** 407.234.4579.  
**WEATHER:** H50, Sunny.  
**SUNRISE:** 6:25AM  **SUNSET:** 6:02PM  
**BREKFAST @ 328 Pittston Ave:**  
**SET LOCATION:**  
1. 328 Pittston Ave, Scranton, PA  
2. Lafayette and N. Van Buren, Scranton, PA  
3. Linden and N. 9th, Scranton, PA  
4. Curry Donuts  
   111 Wyoming Ave, Scranton, PA  
5. Ash Street and Ridge Ave, Scranton, PA  
6. 328 Pittston Ave, Scranton, PA  
7. Radisson Hotel  
   700 Lackawanna Ave, Scranton, PA  

**Quote of the day:** "So, my hypothesis was incorrect; butterflies actually do burn faster than kittens."—Ryan Pomeranz  

**CALL SHEET**  
**SCHEDULE**  

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
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<th>D/N</th>
<th>I/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAN’S APARTMENT BUILDING</td>
<td>123</td>
<td>Laura tells Clair about Theo’s massage.</td>
<td>D</td>
<td>E</td>
<td>2,4</td>
<td>1</td>
<td>1. 328 Pittston Ave</td>
</tr>
<tr>
<td></td>
<td></td>
<td>COMPANY MOVE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SCRANTON MULTIPLE LOCATIONS</td>
<td>6 (part 1)</td>
<td>Donald/Huggy walks around Scranton.</td>
<td>D</td>
<td>E</td>
<td>5</td>
<td>1/8</td>
<td>2. Lafayette and N. Van Buren Scranton, PA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>COMPANY MOVE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SCRANTON MULTIPLE LOCATIONS</td>
<td>6 (part 2)</td>
<td>Donald/Huggy walks around Scranton and dies.</td>
<td>D</td>
<td>E</td>
<td>5</td>
<td>2/8</td>
<td>3. Linden and N. 9th Scranton, PA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>COMPANY MOVE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| COFFEE SHOP              | 3       | Donald arrives at the coffee shop.              | D   | E   | 5    | 1/8   | 4. Curry Donuts  
   111 Wyoming Ave Scranton, PA |
|                          | 5       | Donald leaves the coffee shop and smokes.       | D   | E   | 5    | 1/8   | 4. Curry Donuts  
   111 Wyoming Ave Scranton, PA |
|                          | 4       | Donald waits in line for coffee.                | D   | I   | 5    | 1/8   | 4. Curry Donuts  
   111 Wyoming Ave Scranton, PA |
|                          |         | COMPANY MOVE                                    |     |     |      |       |                               |
| RESIDENTIAL STREET       | 2       | Chris sits in his van smoking.                  | D   | E   | 9    | 1     | 5. Ash Street & Ridge Ave |
| RESIDENTIAL STREET       | 2B      | Donald and Chris talk.                          | D   | E   | 5, 9 | 7/8   | 5. Ash Street & Ridge Ave |
| CHRIS’S CAR              | 2A      | Donald/Huggy does crystal meth.                 | D   | I/E | 5    | 1/8   | 5. Ash Street & Ridge Ave |
|                          |         | COMPANY MOVE                                    |     |     |      |       |                               |
| DAN’S APARTMENT/CHRIS’S CAR| 123A    | Chris gives Clair joints.                       | D   | E   | 2, 9 | 5/8   | 6. 328 Pittston Ave Scranton, PA |
| CHRIS’S CAR              | 99A     | Clair and Chris talk about vision quest.        | D   | I/E | 2, 9 | 1/8   | 6. 328 Pittston Ave Scranton, PA |
| CHRIS’S CAR              | 121A    | Clair and Chris talk about Clair’s break-up.    | D   | I/E | 2, 9 | 3/8   | 6. 328 Pittston Ave Scranton, PA |
|                          |         | COMPANY MOVE                                    |     |     |      |       |                               |
| NEWS ROOM                | 52      | News story on the death of Huggy.               | D   | I   | 5    | 2     | 7. Radisson Hotel  
   700 Lackawanna Ave |

MOVING PICTURE PARTY LLC
### CALL SHEET

**“THEODORE IS DYING”**

**DAY/DATE:** Wednesday, March 10, 2010  
**PRODUCTION DAY:** 18 of 21  
**DIRECTOR:** Ryan Pomeranz.

**1st A.D.:** Alix Duggins.  
**SET PHONE:** 407.234.4570.  
**WEATHER:** H53, Mostly Sunny, 30% chance of rain.

**CARPPOOL INSTRUCTIONS:**  
Remember don’t idle cars when not driving!  
Allie’s Car: Becca, Alix, Ryan  
Meredith’s Car: Meredith, Allie  
Ryan’s Car: Scott, John, Marco  
Steve’s Car: Steve, Max, Jared

**BREAKFAST LOCATION:** 328 Pittston Ave  
**SET LOCATION:**  
1. Mulberry Towers  
   499 Mulberry Street  
   Scranton, PA  
2. Rocky’s  
   141 Jefferson Ave

**NEAREST HOSPITAL:** Mercy Hospital of Scranton  
746 Jefferson Ave  
Scranton, PA 18510  
(570) 348-7100

---

### SCHEDULE

<table>
<thead>
<tr>
<th>Scripted Location</th>
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<th>I/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>THEO’S APARTMENT BEDROOM</td>
<td>32</td>
<td>Theo wakes up with no electricity.</td>
<td>D</td>
<td>I</td>
<td>1</td>
<td>6/8</td>
<td>1. Mulberry Towers</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>499 Mulberry Street Scranton, PA</td>
</tr>
<tr>
<td>THEO’S APARTMENT BEDROOM</td>
<td>34</td>
<td>Theo calls Frank.</td>
<td>D</td>
<td>I</td>
<td>1</td>
<td>2/8</td>
<td>1. Mulberry Towers</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>499 Mulberry Street Scranton, PA</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>499 Mulberry Street Scranton, PA</td>
</tr>
<tr>
<td>THEO’S APARTMENT KITCHEN</td>
<td>35</td>
<td>Theo receives a visit from Sydney.</td>
<td>D</td>
<td>I</td>
<td>1, 6</td>
<td>8/6/8</td>
<td>1. Mulberry Towers</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>499 Mulberry Street Scranton, PA</td>
</tr>
<tr>
<td>THEO’S APARTMENT ENTRANCE</td>
<td>86</td>
<td>Theo walks in and tries to turn on the</td>
<td>N</td>
<td>I</td>
<td>1</td>
<td>1/8</td>
<td>1. Mulberry Towers</td>
</tr>
<tr>
<td></td>
<td></td>
<td>light.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>499 Mulberry Street Scranton, PA</td>
</tr>
</tbody>
</table>

**COMPANY MOVE**

| ROCKY’S                      | 80      | Theo parks and walks to the bar.         | N   | E   | 1    | 2/8   | 2. Rocky’s 141 Jefferson Ave.   |
|                             |         |                                          |     |     |      |       |                                  |
| ROCKY’S                      | 82      | Theo stumbles out of the bar.            | N   | E   | 1    | 1/8   | 2. Rocky’s 141 Jefferson Ave.   |

**TOTAL PAGES:** 8 5/8

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### TALENT

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>Talent Name</th>
<th>Pick-Up/ Self-Drive</th>
<th>Location Call</th>
<th>Wardrobe/ Make-Up Call</th>
<th>Shooting Call</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Theo</td>
<td>Bob Walz</td>
<td>Self-Drive</td>
<td>9:00A</td>
<td>9:00A</td>
<td>10:00A</td>
<td>Report for Breakfast at 328 Pittston @ 8:15A OR report to set 1 @ 9AM</td>
</tr>
<tr>
<td>6</td>
<td>Sydney</td>
<td>Kathleen Godwin</td>
<td>Self-Report</td>
<td>9:00A</td>
<td>9:00A</td>
<td>10:00A</td>
<td>Report for Breakfast at 328 Pittston @ 8:15A OR report to set 1 @ 9AM</td>
</tr>
</tbody>
</table>

---

### EXTRAS:

**NEEDED FOR:**  
**CALL:**  
**REPORT TO:**

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### SPECIAL DEPARTMENT INSTRUCTIONS
# CALL SHEET

**“THEODORE IS DYING”**

**DAY/DATE:** Friday, March 12, 2010.

**PRODUCTION DAY:** 19 of 21.

**DIRECTOR:** Ryan Pomeranz.

**1 A.D.:** Alix Duggins.

**SUNRISE:** 6:19AM  
**SUNSET:** 6:06PM

**SET PHONE:** 407.234.4579.

**WEATHER:** H47, rain all day 🌭

**CARPOOL INSTRUCTIONS:** Remember-don’t idle cars when not driving!
- Allie’s Car: Becca, Alix, Ryan
- Meredith’s Car: Meredith, Allie
- Ryan’s Car: Scott, John, Marco
- Steve’s Car: Steve, Max, Jared

**SET LOCATION:**
1. Utility Company Office
   - "Future Gateway Center"
   - 135 Jefferson Ave
2. Mulberry Towers
   - 499 Mulberry Street
   - Scranton, PA

**Parking Instructions:** For Utility Company Park at Radisson Hotel 700 Lackawanna Ave.

**NEAREST HOSPITAL:**
- Mercy Hospital of Scranton
  - 746 Jefferson Ave
  - Scranton, PA 18510
  - (570) 348-7100

**CALL SHEET**

<table>
<thead>
<tr>
<th>Scene #</th>
<th>Description</th>
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<th>I/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>Theo tries to get his power turned on.</td>
<td>D</td>
<td>I</td>
<td>1, 18</td>
<td>2 3/8</td>
<td>&quot;Future Gateway Center&quot; 135 Jefferson Ave</td>
</tr>
<tr>
<td>36</td>
<td>Theo runs into Carol on his way to the utility office.</td>
<td>D</td>
<td>E</td>
<td>1, 11</td>
<td>1 6/8</td>
<td>Mulberry Towers 499 Mulberry Street Scranton, PA</td>
</tr>
<tr>
<td>85</td>
<td>Theo leaves Carol’s apartment and heads back to his own.</td>
<td>N</td>
<td>I</td>
<td>1, 11</td>
<td>1/8</td>
<td>Mulberry Towers 499 Mulberry Street Scranton, PA</td>
</tr>
<tr>
<td>83</td>
<td>Theo runs into Carol.</td>
<td>N</td>
<td>I</td>
<td>1, 11</td>
<td>3/8</td>
<td>Mulberry Towers 499 Mulberry Street Scranton, PA</td>
</tr>
<tr>
<td>84</td>
<td>Theo and Carol make love.</td>
<td>N</td>
<td>I</td>
<td>1, 11</td>
<td>1/8</td>
<td>Mulberry Towers 499 Mulberry Street Scranton, PA</td>
</tr>
</tbody>
</table>

**TOTAL PAGES:** 4 6/8

## TALENT

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Theo</td>
<td>Bob Walz</td>
<td>Self-report</td>
<td>7:30A</td>
<td>7:30A</td>
<td>8:15A</td>
<td>Report to Location #1.</td>
</tr>
<tr>
<td>11</td>
<td>Carol</td>
<td>Carol Fritz</td>
<td>Pick up @ 10:15A</td>
<td>10:30A</td>
<td>10:30A</td>
<td>11:00A</td>
<td>Pick up at Radisson Hotel 700 Lackawanna Ave. Report to Location #2: Mulberry Towers</td>
</tr>
<tr>
<td>16</td>
<td>Utility Customer Service Agent/Bridget</td>
<td>Lauren Darby</td>
<td>Self-report</td>
<td>7:30A</td>
<td>7:30A</td>
<td>8:15A</td>
<td>Report to Location #1.</td>
</tr>
</tbody>
</table>

## Extras
- **NEEDED FOR:** Utility Company Office  
  - **CALL:** 7:30A  
  - **REPORT TO:** Alix

## SPECIAL DEPARTMENT INSTRUCTIONS

**Art:** Keyboard, utility card, stack of paper, headset, nametag, chairs, computer, wall clock, laundry

**Camera:**
CALL SHEET

“THEODORE IS DYING”

Quote of the day: “My clothes are in the f****** kitchen!”—Meredith Kaufers

SET PHONE: 407.234.4579.
WEATHER: H46, rain all day 🌧️

CARPOOL INSTRUCTIONS:
Remember—don’t idle cars when not driving!
Allie’s Car: Becca, Alia, Ryan
Meredith’s Car: Meredith, Alia
Ryan’s Car: Scott, John, Marco
Steve’s Car: Steve, Max, Jared
Megan’s Car: Pick up Grace @ 3:50P

SET LOCATION:
Faccia Luna
301 North Main Ave
Scranton, PA

NEAREST HOSPITAL:
Mercy Hospital of Scranton
746 Jefferson Ave
Scranton, PA 18510
(570) 348-7100

SCHEDULE

<table>
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<tr>
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<th>I/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRAZIANO’S ITALIAN RESTAURANT</td>
<td>66</td>
<td>Theo and Darlene have dinner.</td>
<td>D</td>
<td>I</td>
<td>1, 7, 20</td>
<td>7</td>
<td>Faccia Luna 301 North Main Ave Scranton, PA</td>
</tr>
<tr>
<td>THEO’S CAR</td>
<td>60</td>
<td>Theo drives to Darlene’s.</td>
<td>D</td>
<td>I/E</td>
<td>1</td>
<td>2/8</td>
<td>Faccia Luna 301 North Main Ave Scranton, PA</td>
</tr>
</tbody>
</table>

TOTAL PAGES: 7 2/8

TALENT

<table>
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<tr>
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<th>Location Call</th>
<th>Wardrobe/ Make-Up</th>
<th>Shooting Call</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Theo</td>
<td>Bob Walz</td>
<td>Self-report</td>
<td>4:30P</td>
<td>4:30P</td>
<td>5:30P</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Darlene’s</td>
<td>Grace Gawthrop</td>
<td>Pick-up @ 3:50P</td>
<td>4:30P</td>
<td>4:30P</td>
<td>5:30P</td>
<td>Pick up at Radisson Hotel 700 Lackawanna Ave</td>
</tr>
<tr>
<td>20</td>
<td>Walter</td>
<td>Danila James</td>
<td>Self-report</td>
<td>4:30P</td>
<td>4:30P</td>
<td>5:30P</td>
<td></td>
</tr>
</tbody>
</table>

EXTRAS: 5

SPECIAL DEPARTMENT INSTRUCTIONS

Art: Basket of Bread, Chicken Picata, Empty Plate, Gin, Menus, Napkins, Red Wine, Salad, Waiter Pad

Camera:

Grip/Lighting:

Locations:

Make-up:

Production:

Sound:

Wardrobe:

ADVANCE SCHEDULE: Day 21, March 14, 2010

<table>
<thead>
<tr>
<th>Scripted Location</th>
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<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>DARLENE’S HOUSE BATHROOM</td>
<td>69</td>
<td>Theo takes a Viagra.</td>
<td>N</td>
<td>I</td>
<td>1</td>
<td>3/8</td>
<td>33 Pen y Bryn Dr Scranton, PA</td>
</tr>
<tr>
<td>DARLENE’S HOUSE BEDROOM</td>
<td>71, 72, 74, 77</td>
<td>Darlene and Theo undress. Darlene and Theo get physical. Theo feels unwell while in bed with Darlene. Theo gets dressed.</td>
<td>N</td>
<td>I</td>
<td>1, 7</td>
<td>1 4/8</td>
<td>33 Pen y Bryn Dr Scranton, PA</td>
</tr>
</tbody>
</table>

MOVING PICTURE PARTY LLC
**CALL SHEET**

**THEODORE IS DYING**

**DAY/DATE:** Sunday, March 14 2010.

**PRODUCTION DAY:** 21 of 21.

**DIRECTOR:** Ryan Pomerantz.

**1st A.D.:** Alix Duggins.

**SUNRISE:** 6:17AM  **SUNSET:** 6:06PM

**WEATHER:** H 44, 60% Chance of Rain

**DON'T FORGET TO CHANGE YOUR CLOCKS!!!! ONE HOUR AHEAD!!!!**

**SET PHONE:** 407.234.4579.

**CARPOOL INSTRUCTIONS:**
Remember don't idle cars when not driving!
Allie's Car: Becca, Alix, Ryan
Meredith's Car: Meredith, Allie
Ryan's Car: Scott, John, Marco
Steve's Car: Steve, David, Jareth
Megan's Car: Pick up Grace @ 12:45P

**SET LOCATION:**
33 Pen y Bryn Dr
Scranton, PA

**NEAREST HOSPITAL:**
Mercy Hospital of Scranton
746 Jefferson Ave
Scranton, PA 18510
(570) 348-7100

---

**SCHEDULE**

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<tr>
<td>DARLENE’S HOUSE BATHROOM</td>
<td>68</td>
<td>Theo takes a Viagra.</td>
<td>N</td>
<td>I/E</td>
<td>3/8</td>
<td>33 Pen y Bryn Dr Scranton, PA</td>
<td></td>
</tr>
<tr>
<td>DARLENE’S HOUSE BEDROOM</td>
<td>69</td>
<td>Darlene and Theo undress.</td>
<td>N</td>
<td>I</td>
<td>1, 7</td>
<td>33 Pen y Bryn Dr Scranton, PA</td>
<td></td>
</tr>
<tr>
<td>DARLENE’S HOUSE BEDROOM</td>
<td>70</td>
<td>Darlene and Theo get physical.</td>
<td>N</td>
<td>I</td>
<td>1, 7</td>
<td>33 Pen y Bryn Dr Scranton, PA</td>
<td></td>
</tr>
<tr>
<td>DARLENE’S HOUSE BEDROOM</td>
<td>71</td>
<td>Theo feels unwell while in bed with Darlene.</td>
<td>N</td>
<td>I</td>
<td>1, 7</td>
<td>33 Pen y Bryn Dr Scranton, PA</td>
<td></td>
</tr>
<tr>
<td>DARLENE’S HOUSE BEDROOM</td>
<td>72</td>
<td>Theo gets dressed.</td>
<td>N</td>
<td>I</td>
<td>1, 7</td>
<td>33 Pen y Bryn Dr Scranton, PA</td>
<td></td>
</tr>
<tr>
<td>DARLENE’S HOUSE DEN</td>
<td>73</td>
<td>Theo and Darlene enter the house.</td>
<td>N</td>
<td>I</td>
<td>1, 7</td>
<td>33 Pen y Bryn Dr Scranton, PA</td>
<td></td>
</tr>
<tr>
<td>DARLENE’S HOUSE DEN</td>
<td>74</td>
<td>Theo looks at pictures of Darlene's daughters and husband.</td>
<td>N</td>
<td>I</td>
<td>1, 7</td>
<td>33 Pen y Bryn Dr Scranton, PA</td>
<td></td>
</tr>
<tr>
<td>DARLENE’S HOUSE</td>
<td>75</td>
<td>Theo meets Darlene and they head off on their date.</td>
<td>N</td>
<td>E</td>
<td>1, 7</td>
<td>33 Pen y Bryn Dr Scranton, PA</td>
<td></td>
</tr>
<tr>
<td>DARLENE’S HOUSE</td>
<td>76</td>
<td>Theo and Darlene return from the restaurant.</td>
<td>N</td>
<td>E</td>
<td>1, 7</td>
<td>33 Pen y Bryn Dr Scranton, PA</td>
<td></td>
</tr>
<tr>
<td>DARLENE’S HOUSE</td>
<td>77</td>
<td>Theo walks to his car.</td>
<td>N</td>
<td>E</td>
<td>1, 7</td>
<td>33 Pen y Bryn Dr Scranton, PA</td>
<td></td>
</tr>
<tr>
<td>THEO’S CAR</td>
<td>78</td>
<td>Theo gets upset about what happened with Darlene.</td>
<td>N</td>
<td>I/E</td>
<td>3/8</td>
<td>33 Pen y Bryn Dr Scranton, PA</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL PAGES:** 528

---

**TALENT**

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>Talent Name</th>
<th>Pick-Up/ Self-Drive</th>
<th>Location Call</th>
<th>Wardrobe/ Make-Up Call</th>
<th>Shooting Call</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Theo</td>
<td>Bob Waiz</td>
<td>Self-report</td>
<td>1:30P</td>
<td>1:30P</td>
<td>2:30P</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Darlene’s</td>
<td>Grace Gawthrop</td>
<td>Pick-up @ 12:45P</td>
<td>1:30P</td>
<td>1:30P</td>
<td>2:30P</td>
<td>Pick up at Radisson Hotel 700 Lackawanna Ave</td>
</tr>
</tbody>
</table>

---

**EXTRAS:**

**NEEDED FOR:**

**CALL:**

**REPORT TO:**

---

MOVING PICTURE PARTY LLC

---

242
**CALL SHEET**

**THEODORE IS DYING**

**DAY/DATE:** Monday, March 15 2010.

**PRODUCTION DAY:** 22 of 21.

**DIRECTOR:** Ryan Pomeranz.

**1st A.D.:** Alix Duggins.

**SET PHONE:** 407.234.4576.

**WEATHER:** 45 degrees with a 60% chance of showers.

**SUNRISE:** 7:15 AM  **SUNSET:** 7:17 PM  **Quote of the day: “Do you have an outhouse?”—Bob Waiz**

**CARPOOL INSTRUCTIONS:**
- **Steve’s Car:** Steve and Scott
- **Ryan’s Car:** Ryan, Alix, Becca
- **Allie’s Car:** Allie take John to get truck.

**SET LOCATION:**
- **Olde Brick Theater**
  - 128 W. Market Street
  - Scranton, PA

**NEAREST HOSPITAL:**
- **Mercy Hospital of Scranton**
  - 746 Jefferson Ave
  - Scranton, PA
  - (570) 348-7100

---

**SCHEDULE**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Description</th>
<th>D/N</th>
<th>I/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>UTILITY COMPANY OFFICES PARKING LOT</td>
<td>44</td>
<td>Theo parks and walks to the building.</td>
<td>D</td>
<td>E</td>
<td>1</td>
<td>1/8</td>
<td>Olde Brick Theater 128 W. Market Street Scranton, PA</td>
</tr>
<tr>
<td>UTILITY COMPANY OFFICES PARKING LOT</td>
<td>46</td>
<td>Theo breaks car’s taillights with a baseball bat and drives away.</td>
<td>D</td>
<td>E</td>
<td>1</td>
<td>5/8</td>
<td>Olde Brick Theater 128 W. Market Street Scranton, PA</td>
</tr>
<tr>
<td>THEO’S CAR</td>
<td>43</td>
<td>Theo drives and drinks a smoothie.</td>
<td>D</td>
<td>I</td>
<td>1</td>
<td>1/8</td>
<td>Various. 2nd unit.</td>
</tr>
<tr>
<td>THEO’S CAR</td>
<td>113</td>
<td>Theo drives to the Pump N’ Pantry.</td>
<td>D</td>
<td>E</td>
<td>1</td>
<td>1/8</td>
<td>Various. 2nd unit.</td>
</tr>
<tr>
<td>MOUNTAIN</td>
<td>164</td>
<td>Still shots of the mountain.</td>
<td>D</td>
<td>E</td>
<td>1</td>
<td>1/8</td>
<td>Various. 2nd unit.</td>
</tr>
</tbody>
</table>

**TOTAL PAGES:** 1 1/8

---

**TALENT**

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>Talent Name</th>
<th>Pick-Up/ Self-Drive</th>
<th>Location Call</th>
<th>Wardrobe/ Make-Up Call</th>
<th>Shooting Call</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Theo</td>
<td>Bob Waiz</td>
<td>Self-report</td>
<td>10:30AM</td>
<td>10:30AM</td>
<td>11:00AM</td>
<td>Arrive at 326 Pittston for breakfast at 9:45AM or on set @ 10:30AM in wardrobe.</td>
</tr>
</tbody>
</table>

---

**STILL PICTURES**

---

**EXTRAS:**  **NEEDED FOR:**

**CALL:**  **REPORT TO:**

---

**SPECIAL DEPARTMENT INSTRUCTIONS**

**Art:** Baseball bat, cigarettes, large smoothie, utility card

**Camera:**

**Grip/Lighting:**

**Locations:**

**Production:**

**Sound:**

**Wardrobe:**

---

**ADVANCE SCHEDULE:** Never again!!!

---

**MOVING PICTURE PARTY LLC**

---
<table>
<thead>
<tr>
<th>March 15, 2010</th>
<th>PRODUCTION CALLS</th>
<th>DAY 22 of 22</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Department/Position</strong></td>
<td><strong>Name</strong></td>
<td><strong>Phone #</strong></td>
</tr>
<tr>
<td><strong>Production</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director</td>
<td>Ryan Pomeranz</td>
<td>361-702-5285</td>
</tr>
<tr>
<td>Producer</td>
<td>Alix Kenyon</td>
<td>315-427-1201</td>
</tr>
<tr>
<td>Associate Producer</td>
<td>Stephen C. Tucker</td>
<td>267-290-6271</td>
</tr>
<tr>
<td>Production Manager</td>
<td>Meredith Kaiflers</td>
<td>909-337-8588</td>
</tr>
<tr>
<td>Environmental Impact Coordinator</td>
<td>Becca Kenyon</td>
<td>315-427-1630</td>
</tr>
<tr>
<td>Production Coordinator</td>
<td>Georgina Hurge</td>
<td>863-242-6323</td>
</tr>
<tr>
<td>Production Coordinator</td>
<td>Brittany Nadya Gaze</td>
<td>327-652-1264</td>
</tr>
<tr>
<td>1st Assistant Director</td>
<td>Alis Duggins</td>
<td>407-234-8579</td>
</tr>
<tr>
<td>Key Production Assistant</td>
<td>Martin Polumbo</td>
<td>570-367-6628</td>
</tr>
<tr>
<td>Key Set PA</td>
<td>Megan McGraw</td>
<td>570-561-8858</td>
</tr>
<tr>
<td>Production Assistant</td>
<td>Alexia Loukopoulos</td>
<td>347-291-4425</td>
</tr>
<tr>
<td>Production Assistant</td>
<td>Anne Marie Coar</td>
<td>570-357-5519</td>
</tr>
<tr>
<td>Production Assistant</td>
<td>Nick Socoolish</td>
<td>570-675-6399</td>
</tr>
<tr>
<td>Production Assistant</td>
<td>Jeff Davis</td>
<td>570-854-4793</td>
</tr>
<tr>
<td><strong>Camera</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director of Photography</td>
<td>Scott Uhlfelder</td>
<td>561-758-7171</td>
</tr>
<tr>
<td>1st Assistant Camera</td>
<td>Jared Melman</td>
<td>561-317-4694</td>
</tr>
<tr>
<td>Set Photographer</td>
<td>Camryn Mannheim</td>
<td>570-561-3516</td>
</tr>
<tr>
<td><strong>Sound</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mixer</td>
<td>Stephen C. Tucker</td>
<td>267-290-6271</td>
</tr>
<tr>
<td>Boom Op</td>
<td>Maximilian Bronstein</td>
<td>347-895-1315</td>
</tr>
</tbody>
</table>

MOVING PICTURE PARTY LLC

Producer

1st Assistant Director
APPENDIX G: PRODUCTION REPORTS
# Daily Production Report

**UCF FILM**

## Daily Production Report

<table>
<thead>
<tr>
<th>PREP</th>
<th>BUILD</th>
<th>Rehearsal</th>
<th>SHOOT</th>
<th>WRAP/STRIKE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
<td>21</td>
<td>2</td>
</tr>
</tbody>
</table>

**Number of Days Scheduled:**

**Number of Actual Days:**

**Film Title:** Theodore Is Dying  
**Date of Report:** February 15, 2010  
**SHOOT Day:** 1 of 21  
**Producer:** Arie Kenyon  
**Director:** Ryan Pomeranz

**Date Started:** February 19, 2010  
**Scheduled Finish Date:** March 14, 2010  
**Est. Finish Date:** March 14, 2010  
**Sets Shot Today:** 4—INT DINER, EXT DINER, LAURA’S CAR, EXT SCRANTON LOCAL 8

**Locations Shot Today:** 2—DINER, SCRANTON LOCAL 8

**Crew Call:** 7:30AM  
**Shooting:** 8:30AM  
**First Shot:** 8:40AM  
**Lunch:** 1:30PM  
**Until:** 2:00PM

**1st Shot After Lunch:** 2:20PM  
**2nd Meal:** Until  
**Camera Wrap:** 5:20 PM  
**Last Person Out:** 5:40PM

### Script Scenes and Pages

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Prev.</td>
</tr>
<tr>
<td>Script</td>
<td>162</td>
<td>116</td>
<td>Today</td>
</tr>
<tr>
<td>Taken</td>
<td>0</td>
<td>0</td>
<td>Total</td>
</tr>
</tbody>
</table>

**Taken Today:** 8 2:48  
**Sound Digital Storage:**

<table>
<thead>
<tr>
<th></th>
<th>Prev.</th>
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</thead>
<tbody>
<tr>
<td>Taken previously</td>
<td>0</td>
</tr>
<tr>
<td>To Be Taken</td>
<td>154</td>
</tr>
<tr>
<td>Total</td>
<td>1.2 GB</td>
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</tbody>
</table>

**Scenes on Call Sheet:** 9

**Scenes Shot Today:** 8

**Scenes That Need to Be Rescheduled:** 1

**Added Scenes:** 0

### Cast - Weekly & Day Players

<table>
<thead>
<tr>
<th>CAST</th>
<th>WEEKLY &amp; DAY PLAYERS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>W H</td>
</tr>
<tr>
<td></td>
<td>S F R T</td>
</tr>
<tr>
<td></td>
<td>CAST</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CHARACTER</th>
<th>PREP</th>
<th>WORKTIME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>H</td>
<td>MEALS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TRAVEL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TIME</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CHILD</td>
</tr>
<tr>
<td></td>
<td></td>
<td>WARD</td>
</tr>
<tr>
<td></td>
<td></td>
<td>COMPLETE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**XX = N.D. Breakfast**

* = DISMISS TIME INCLUDES 15 MIN. MAKEUP / WARD REMOVAL

### Atmosphere Talent

<table>
<thead>
<tr>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set Dismiss</th>
<th>Final Dismiss</th>
<th>Adj</th>
<th>MPV</th>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set Dismiss</th>
<th>Final Dismiss</th>
<th>Adj</th>
<th>MPV</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5</td>
<td>7:30A</td>
<td>9:30A</td>
<td>9:30A</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>7:30A</td>
<td>9:30A</td>
<td>9:30A</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
**DAILY PRODUCTION REPORT**

<table>
<thead>
<tr>
<th>PREP</th>
<th>BUILD</th>
<th>Rehearsal</th>
<th>SHOOT</th>
<th>WRAP/STRIKE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
<td>21</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>0</td>
</tr>
</tbody>
</table>

**Film Title:** Theodore Is Dying  
**Date of Report:** February 26, 2010  
**SHOOT DAY:** 2 OF 21

**Producer:** Ailee Kenyon  
**Director:** Ryan Pomeranz

**Date Started:** February 19, 2010  
**Scheduled Finish Date:** March 14, 2010  
**Est. Finish Date:** March 14, 2010

**Sets shot today:** 3-INT CLAIR AND LAURA'S APARTMENT LIVING ROOM, BEDROOM, and KITCHEN

**Locations Shot Today:** 1-INT CLAIR AND LAURA'S APARTMENT

**Crew Call:** 7:30AM  
**Shooting:** 8:30AM  
**First Shot:** 9:03 AM  
**Lunch:** 1:30PM  
**Until:** 2:00PM  
**1st Shot After Lunch:** 2:40PM  
**2nd Meal:** Until  
**Camera Wrap:** 7:00 PM  
**Last Person Out:** 7:18 PM

---

### SCRIPT SCENES AND PAGES

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Script</td>
<td>162</td>
<td>116</td>
<td>4.0</td>
</tr>
<tr>
<td>Today</td>
<td>12.5</td>
<td>Today</td>
<td>16</td>
</tr>
</tbody>
</table>

**Taken Prev.:** 8  
**2/4/8**  
**Total:** 16.5  
**Total:** 32

---

**Sound Digital Storage**

- 1.2GB

---

**CAMERA DIGITAL STORAGE (GigaBytes)**

- 1.97 Terabytes

**Downloaded Today:** 40GB

**Previously Downloaded:** 50GB

**Total Downloaded:** 70GB

**Remaining available:** 1.93 TB

---

**Scenes on call sheet:** 20, 21, 22, 37, 87, 124

**Scenes shot today:** 20, 21, 22, 37, 87, 124

**Scenes that need to be re-scheduled:** none

**Added scenes:** none

---

### CAST - WEEKLY & DAY PLAYERS

<table>
<thead>
<tr>
<th>CAST</th>
<th>WEEKLY</th>
<th>DAY PLAYERS</th>
<th>WORKTIME</th>
<th>MEALS</th>
<th>TRAVEL TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevin L.</td>
<td>2. Clair</td>
<td>SW</td>
<td>7:43A</td>
<td>7:30AM</td>
<td>6:35P</td>
</tr>
<tr>
<td>Hollis W.</td>
<td>4. Laura</td>
<td>SW</td>
<td>7:43A</td>
<td>7:30AM</td>
<td>6:35P</td>
</tr>
</tbody>
</table>

**XX = N.D. BREAKFAST**

**= DISMISS TIME INCLUDES 15 MIN. MAKEUP/ WARD. REMOVAL**

---

### ATMOSPHERE TALENT

<table>
<thead>
<tr>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set Diner</th>
<th>Final Diner</th>
<th>Adj</th>
<th>MPV</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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247
DAILY PRODUCTION REPORT

<table>
<thead>
<tr>
<th>PREP</th>
<th>BUILD</th>
<th>Rehearsal</th>
<th>SHOOT</th>
<th>WRAP/STRIKE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
<td>21</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>0</td>
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</tbody>
</table>

Film Title: Theodore Is Dying  Date of Report: February 21, 2010  SHOOT DAY 3 OF 21
Producer: Aille Kenyon  Director: Ryan Potterman

Date Started: February 19, 2010  Scheduled Finish Date: March 14, 2010  Est. Finish Date March 14, 2010
Sets shot today: 1-INT CLAIR AND LAURA'S APARTMENT LIVING ROOM, BEDROOM- KITCHEN
Locations Shot Today: 1-INT CLAIR AND LAURA'S APARTMENT

Crew Call: 7:30AM  Shooting: 8:30AM  First Shot: 8:45 AM  Lunch 1:30PM  Until 2:00PM
1st Shot After Lunch, 2:21PM  2nd Meal Until

SCRIPT SCENES AND PAGES

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Script</td>
<td>162</td>
<td>116</td>
<td>16.5</td>
</tr>
<tr>
<td>Taken Prev.</td>
<td>14</td>
<td>11 1/8</td>
<td>Total 23.5</td>
</tr>
<tr>
<td>Taken Today</td>
<td>3</td>
<td>5 5/8</td>
<td>Sound Digital Storage</td>
</tr>
<tr>
<td>Total Taken</td>
<td>17</td>
<td>17</td>
<td>Previous 3.0GB</td>
</tr>
<tr>
<td>To Be Taken</td>
<td>145</td>
<td>99</td>
<td>CAMERA DIGITAL STORAGE (GigaBytes)</td>
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<td></td>
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</tr>
<tr>
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<tr>
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</table>

Scenes on call sheet: 19, 65

Scenes shot today: 19, 65, 23

Scenes that need to be re-scheduled: None

Added scenes: 23

CAST - WEEKLY & DAY PLAYERS

<table>
<thead>
<tr>
<th>WORKED - W</th>
<th>REHEARSAL - F</th>
<th>STARTED - S</th>
<th>TRAVEL - TR</th>
<th>CAST</th>
<th>CHARACTER</th>
</tr>
</thead>
<tbody>
<tr>
<td>W</td>
<td>H</td>
<td>S</td>
<td>F</td>
<td>R</td>
<td>T</td>
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<td></td>
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<td>Hold</td>
<td>Hold</td>
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MAKING UP & REHAB:

<table>
<thead>
<tr>
<th>REPORT ON SET</th>
<th>DISMISS ON SET</th>
<th>WORKTIME DISMISS ON SET</th>
<th>MEALS</th>
<th>TRAVEL TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:45AM</td>
<td>7:30AM</td>
<td>7:30P</td>
<td>7:06A</td>
<td>7:05A</td>
</tr>
<tr>
<td>7:45M</td>
<td>7:30P</td>
<td>7:30P</td>
<td>7:06A</td>
<td>7:05A</td>
</tr>
<tr>
<td>7:45P</td>
<td>7:30P</td>
<td>7:30P</td>
<td>7:06A</td>
<td>7:05A</td>
</tr>
</tbody>
</table>

ATMOSPHERE TALENT

<table>
<thead>
<tr>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set Dinner</th>
<th>Final Dinner</th>
<th>Adj.</th>
<th>MPV</th>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set Dinner</th>
<th>Final Dinner</th>
<th>Adj.</th>
<th>MPV</th>
</tr>
</thead>
<tbody>
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<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>
**DAILY PRODUCTION REPORT**

<table>
<thead>
<tr>
<th></th>
<th>PREP</th>
<th>BUILD</th>
<th>Rehearsal</th>
<th>SHOOT</th>
<th>WRAP/STRIKE</th>
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<tr>
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**Film Title:** _Theodore Is Dying_  
**Date of Report:** February 22, 2010  
**SHOOT DAY:** 4 OF 21

**Producer:** Alix Kenyon  
**Director:** Ryan Pomeranz

**Date Started:** February 19, 2010  
**Scheduled Finish Date:** March 14, 2010  
**Est. Finish Date:** March 14, 2010

**Sets shot today:** 3-RESIDENTIAL STREET, INT. LASER LUBE, EXT. LASER LUBE  
**Locations Shot Today:** 2-RESIDENTIAL STREET, LASER LUBE

**Crew Call:** 6:20am  
**Shooting:** 7:00am  
**First Shot:** 6:55 AM  
**Lunch:** 12:20PM  
**Until:** 1:00PM  
**1st Shot After Lunch:** 1:25PM  
**2nd Meal:** 5:30pm  
**Until:** 6:00pm  
**Camera Wrap:** 7:30P  
**Last Person Out:**

**SCRIPT SCENES AND PAGES**

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>Prev.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Script</td>
<td>162</td>
<td>116</td>
<td>258</td>
</tr>
<tr>
<td>Taken Prev.</td>
<td>17</td>
<td>17</td>
<td>34</td>
</tr>
<tr>
<td>Total Taken</td>
<td>24</td>
<td>24</td>
<td>48</td>
</tr>
<tr>
<td>To Be Taken</td>
<td>138</td>
<td>93-68</td>
<td>231</td>
</tr>
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</table>

**MINUTES**

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<th>PAGES</th>
<th>Prev.</th>
<th>Total</th>
</tr>
</thead>
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<tr>
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<td>17</td>
<td>34</td>
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<td>24</td>
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</tr>
<tr>
<td>To Be Taken</td>
<td>138</td>
<td>93-68</td>
<td>231</td>
</tr>
</tbody>
</table>

**SETUPS**

- **Sound Digital Storage**
  - **CAMERA DIGITAL STORAGE (Gigabytes)**
    - **Starting Available:** 1.897 Terabytes
    - **Downloaded Today:** 29GB
    - **Previously Downloaded:** 103GB
    - **Total Downloaded:** 132GB
    - **Remaining available:** 1.868 TB

- **Scenes shot today:** 31, 50, 51, 53, 54, 55, 56
- **Scenes shot today:** 31, 20, 51, 53, 54, 55, 56
- **Scenes that need to be re-scheduled:** none
- **Added scenes:**

**CAST - WEEKLY & DAY PLAYERS**

<table>
<thead>
<tr>
<th>CAST</th>
<th>CHARACTER</th>
<th>TR</th>
<th>W H S F</th>
<th>TR</th>
<th>S</th>
<th>F</th>
<th>WORKTIME</th>
<th>MEALS</th>
<th>TRAVEL TIME</th>
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<tbody>
<tr>
<td>Kevin Laibson</td>
<td>2. Chair</td>
<td>W</td>
<td>6:30AM</td>
<td>6:30AM</td>
<td>7:20P</td>
<td>8:30A</td>
<td>12:20P</td>
<td>6:00P</td>
<td>7:05A</td>
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<tr>
<td>Hollis Witherspoon</td>
<td>4. Laura</td>
<td>W</td>
<td>9:40A</td>
<td>9:55AM</td>
<td>3:30P</td>
<td>12:20P</td>
<td>1:00P</td>
<td>9:40A</td>
<td>3:00PM</td>
</tr>
</tbody>
</table>

**ATMOSPHERE TALENT**

| No. | Rate | 1st Call | Set Dinner | Final Dinner | Adj | MPV | No. | Rate | 1st Call | Set Dinner | Final Dinner | Adj | MPV |
|-----|------|----------|------------|--------------|-----|-----|-----|------|----------|------------|--------------|-----|-----|-----|

| XX - N/D BREAKFAST | * = DISMISS TIME INCLUDES 15 MIN. MAKEUP / WARD. REMOVAL |

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DAILY PRODUCTION REPORT

<table>
<thead>
<tr>
<th>PREP</th>
<th>BUILD</th>
<th>Rehearsal</th>
<th>SHOOT</th>
<th>WRAP/STRIKE</th>
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**NUMBER OF DAYS SCHEDULED:** 5
**NUMBER OF ACTUAL DAYS:** 5

**Film Title:** Theodore Is Dying  **Date of Report:** February 23, 2010  **SHOOT DAY:** 5 OF 21
**Producer:** Ailee Kenyon  **Director:** Ryan Pomeranz

**Date Started:** February 19, 2010  **Estimated Finish Date:** March 14, 2010
**Scheduled Finish Date:** March 14, 2010  **Locations Shot Today:** 1-DAN’S APARTMENT

**Crew Call:** 7:30am  **Shooting:** 8:15am  **First Shot:** 8:45 AM  **Lunch:** 1:30PM  **Until:** 2:10PM

1st Shot After Lunch, 2:23PM  **2nd Meal:** Until  **Camera Wrap:** 6:50PM  **Last Person Out:** 7:25P

### SCRIPT SCENES AND PAGES

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prev.</td>
<td>31</td>
<td></td>
</tr>
<tr>
<td>Script</td>
<td>162</td>
<td>116</td>
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<tr>
<td>Taken</td>
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<td>22 2/8</td>
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<tr>
<td></td>
<td></td>
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<td>Today</td>
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**Sound Digital Storage**

- **Total:** 8.5GB
- **Today:** 1.8GB
- **Previous:** 6.9GB

**Scenes on call sheet:** 96, 97, 98, 99, 121, 123

**Scenes shot today:** 96, 97, 98, 99, 121, 123

**Scenes that need to be re-scheduled:** none

**Added scenes:**

### CAST - WEEKLY & DAY PLAYERS

<table>
<thead>
<tr>
<th>CAST</th>
<th>WEEKLY</th>
<th>STREET</th>
<th>DAILY</th>
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<th>MAKEUP</th>
<th>REPORT</th>
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<th>MEALS</th>
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<th>ATOMSPARE</th>
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<td>H</td>
<td>S</td>
<td>R</td>
<td>T</td>
<td>ON SET</td>
<td>ON SET</td>
<td>IN</td>
<td>OUT</td>
<td>ADJ</td>
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<td>7.50A</td>
<td>7.50A</td>
<td>7.50A</td>
<td>7.50A</td>
<td>7.50A</td>
<td>7.50A</td>
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<tr>
<td>Hollie Withnpoon XX</td>
<td>W</td>
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<td>7.50A</td>
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<td>7.50A</td>
<td>7.50A</td>
<td>7.50A</td>
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<tr>
<td>Michael Robert Young XX</td>
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<td>1.15</td>
<td>7.50A</td>
<td>7.50A</td>
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<td>Jonas Miller XX</td>
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**CAMERA DIGITAL STORAGE** (GigaBytes)

- **Starting Available:** 1.868 Terabytes
- **Previously Downloaded:** 1.32GB
- **Total Downloaded:** 1.32GB
- **Remaining available:** 1.838 TB

**ATMOSPHERE TALENT**

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<tr>
<th>No.</th>
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<th>Final Dinner</th>
<th>Adj.</th>
<th>MPV</th>
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<th>Set Dinner</th>
<th>Final Dinner</th>
<th>Adj.</th>
<th>MPV</th>
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## DAILY PRODUCTION REPORT

**Film Title:** Theodore Is Dying  
**Date of Report:** February 24, 2010  
**SHOOT DAY 6 OF 21**

**Producer:** Aile Kenyon  
**Director:** Ryan Pomarzak

**Date Started:** February 19, 2010  
**Scheduled Finish Date:** March 14, 2010  
**Est. Finish Date:** March 14, 2010

**Sets shot today:** 2. TRAIN TUNNEL, INT LAURA'S CAR  
**Locations shot today:** 2. TRAIN TUNNEL, LAURA'S CAR/MOUNTAIN ROADS

<table>
<thead>
<tr>
<th>Crew Call</th>
<th>9:00am</th>
<th>Shooting 10:15am</th>
<th>First Shot 11:40am</th>
<th>Lunch 1:30pm</th>
<th>Until 3:00pm</th>
<th>1st Shot After Lunch: 6:15pm</th>
<th>2nd Meal Until</th>
<th>Camera Wrap</th>
<th>10:30pm</th>
<th>Last Person Out</th>
<th>10:30pm</th>
</tr>
</thead>
</table>

### SCRIPT SCENES AND PAGES

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>Prev.</th>
<th>MINUTES</th>
<th>SETUP</th>
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<tbody>
<tr>
<td>Script</td>
<td>162</td>
<td>116</td>
<td>Today</td>
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<tr>
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<tr>
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**Scene on call sheet:** 112, 129, 143, 145, 147, 153, 154, 157, 159

**Scenes shot today:** 112, 129, 143, 145, 147, 153, 154, 157, 159 (159 out from script)

**Scenes that need to be re-scheduled:** none

**Added scenes:**

### CAST - WEEKLY & DAY PLAYERS

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<tr>
<th>WORKED - W</th>
<th>REHEARSAL</th>
<th>FINSISHED - F</th>
<th>W</th>
<th>H</th>
<th>S</th>
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<th>MEALS</th>
<th>TRAVEL TIME</th>
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<tr>
<td>STARTED - S</td>
<td>R</td>
<td>T</td>
<td>CHARACTER</td>
<td>HOLD - H</td>
<td>W</td>
<td>H</td>
<td>S</td>
<td>F</td>
<td>T</td>
<td>REPORT</td>
<td>ON SET</td>
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</table>

- Kevin Abdon XX 2. Clair  
- Michael Robert Young XX 8. Dan  
- Jason Miller XX 14. Sandy

**Last Call N.D. BREAKFAST**  
**- DISMISS TIME INCLUDES 15 MIN. MAKEUP /WARD REMOVAL**

### ATMOSPHERE TALENT

<table>
<thead>
<tr>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set Dismess</th>
<th>Final Dismess</th>
<th>Adj.</th>
<th>MPV</th>
<th>No.</th>
<th>Rate</th>
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<th>Set Dismess</th>
<th>Final Dismess</th>
<th>Adj.</th>
<th>MPV</th>
</tr>
</thead>
</table>
# DAILY PRODUCTION REPORT

**NUMBER OF DAYS SCHEDULED:** 5  0  0  21  2  
**NUMBER OF ACTUAL DAYS:** 5  0  0  7  0  

**Film Title:** Theodore Is Dying  **Date of Report:** February 26, 2010  **SHOOT DAY** 7 OF 21

**Producer:** Ailee Kenyon  **Director:** Ryan Pomeranz

**Date Started:** February 19, 2010  **Scheduled Finish Date:** March 14, 2010  **Est. Finish Date:** March 14, 2010

**Sets shot today:** 6-WAREHOUSE, BEN’S OFFICE, HALLWAY, DAN’S APARTMENT, DAN’S APARTMENT STAIRWELL, CHRIS’S VAN  
**Locations Shot Today:** 2-WAREHOUSE, DAN’S APARTMENT

**Crew Call:** 7:15am  **Shooting:** 8:15am  **First Shot:** 9:55AM  **Lunch:** 1:05PM  **Until:** 2:00PM  
**1st Shot After Lunch:** 2:10PM  **2nd Meal:** Until  
**Camera Wrap:** 7:02PM  **Last Person Out:** 7:30PM

---

### SCRIPT SCENES AND PAGES

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**Sound Digital Storage**

**Previous:** 5.7GB

**Total:** 10.4GB

**Scenes on call sheet:** 24, 29, 30, 35A, 36B (96, 97, 98B, 121B: Reboots)

**Scenes shot today:** 29, 30, 35A, 36B (96, 97, 98B, 121B: Reboots), Scene 28 Cut from script.

**Scenes that need to be re-scheduled:** none

**Added scenes:** 0

---

### CAST - WEEKLY & DAY PLAYERS

**Worked:** W  **Rehearsal:** R  **Finished:** F  
**Started:** S  **Hold:** H  **Test:** T

<table>
<thead>
<tr>
<th>NAME</th>
<th>CHARACTER</th>
<th>W</th>
<th>H</th>
<th>S</th>
<th>F</th>
<th>R</th>
<th>T</th>
<th>MAKEUP</th>
<th>REPORT</th>
<th>ON SET</th>
<th>WIDE</th>
<th>ON SET</th>
<th>DISMISS</th>
<th>ON SET</th>
<th>MEALS</th>
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<td>Kevin LaBouson XX</td>
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<td>8:00AM</td>
<td>4:00P</td>
<td>1:24P</td>
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<td>7:30AM</td>
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<td>Michael Robert Young XX</td>
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<td>WF</td>
<td>8:00</td>
<td>8:00AM</td>
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<td>1:24P</td>
<td>2:00P</td>
<td>7:30P</td>
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<tr>
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<td>14. Sander</td>
<td>WF</td>
<td>8:00</td>
<td>6:00P</td>
<td>7:02P</td>
<td>6:00P</td>
<td>7:30P</td>
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<td>KK Gordon</td>
<td>24. Newspaper Buyer/Ben</td>
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<td>11:30A</td>
<td>11:30AM</td>
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**XX - N.D. BREAKFAST**  **= DISMISS TIME INCLUDES 15 MIN. MAKEUP/WARD. REMOVAL**

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### ATMOSPHERE TALENT

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<tr>
<th>No.</th>
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<th>Set Dismiss</th>
<th>Final Dismiss</th>
<th>Adj.</th>
<th>MPV</th>
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<th>Set Dismiss</th>
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252
## DAILY PRODUCTION REPORT

<table>
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<tr>
<th></th>
<th>PREP</th>
<th>BUILD</th>
<th>Rehearsal</th>
<th>SHOOT</th>
<th>WRAP/STRIKE</th>
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<tbody>
<tr>
<td>NUMBER OF DAYS SCHEDULED:</td>
<td>5</td>
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<td>0</td>
<td>21</td>
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<td>NUMBER OF ACTUAL DAYS:</td>
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<td>8</td>
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**Film Title:** Theodore Is Dying  
**Date of Report:** February 27, 2010  
**SHOOT DAY:** OF  21

**Producer:** Ailee Kenyon  
**Director:** Ryan Potermane

**Date Started:** February 19, 2010  
**Scheduled Finish Date:** March 14, 2010  
**Est. Finish Date:** March 14, 2010

**Sets shot today:** 11- EXT CABIN #3 FRONT, CABIN #3 BACK, INT CABIN #3 PORCH, CABIN #3 LIVING ROOM, CABIN #3 BEDROOM, CABIN #3 BATHROOM, CABIN #1 BATHROOM, CABIN #1 LIVING ROOM, CABIN #1 FRONT, CABIN #1 BACK, LAKE ROAD

**Locations Shot Today:** 3- CABIN #1, CABIN #3, LAKE ROAD

**Crew Call:** 7:30am  
**Shooting:** 8:35am  
**First Shot:** 8:35AM  
**Lunch:** 1:30PM  
**Until:** 2:00PM

1st Shot After Lunch: 3:05PM  
2nd Meal: Until

**Camera Wrap:** 5:03PM  
**Last Person Out:** 5:50PM

### SCRIPT SCENES AND PAGES

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>Prev.</th>
<th>MINUTES</th>
<th>Prev.</th>
<th>SETUPS</th>
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<tbody>
<tr>
<td>Script</td>
<td>162</td>
<td>116</td>
<td>Today</td>
<td>3</td>
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<td>Taken</td>
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<td>105</td>
<td>70 1/8</td>
<td>Today</td>
<td>19/70M</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>10 4/5GB</td>
<td></td>
</tr>
</tbody>
</table>

**Sound Digital Storage**

**CAMERA DIGITAL STORAGE (Gigabytes)**

- **Available:** 1.783 Terabytes
- **Downloaded Today:** 21 GB
- **Previously Downloaded:** 213.5 GB
- **Total Downloaded:** 238.5GB
- **Remaining available:** 1.761GB

### CAST - WEEKLY & DAY PLAYERS

<table>
<thead>
<tr>
<th>W</th>
<th>H</th>
<th>S</th>
<th>F</th>
<th>R</th>
<th>T</th>
<th>CAST</th>
<th>CHARACTER</th>
<th>TR</th>
<th>MAKEUP</th>
<th>WORKTIME</th>
<th>MEALS</th>
<th>TRAVEL TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11:56A</td>
<td>12:38PM</td>
<td>5:02PM</td>
<td>OUT</td>
<td>IN</td>
<td></td>
<td>ARRIVE ON LOC</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1:50PM</td>
<td>2:15PM</td>
<td>11:15AM</td>
<td>5:30PM</td>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Kevin Lashott XX**

- **W:** 2. Clerk
- **F:** 9/02A
- **T:** 8:30AM
- **TR:** 12:05PM

**Katherine Waddell**

- **W:** 3. Rates
- **F:** 9/02A
- **T:** 8:30AM
- **TR:** 12:05PM
- **TR:** 8:02PM

**XX - N.D. BREAKFAST**

* = DISMISS TIME INCLUDES 15 MIN. MAKEUP / WARD. REMOVAL

### ATMOSPHERE TALENT

| No. | Rate | 1st Call | Set Dismiss | Final Dismiss | Adj. | MPV | No. | Rate | 1st Call | Set Dismiss | Final Dismiss | Adj. | MPV |
|-----|------|----------|-------------|--------------|------|-----|-----|------|----------|-------------|--------------|------|-----|-----|
| 0   | 0    | 0        | 0           | 0            | 0    | 0   | 0   | 0    | 0        | 0           | 0              | 0    | 0   | 0   |
**DAILY PRODUCTION REPORT**

<table>
<thead>
<tr>
<th>Prep</th>
<th>Build</th>
<th>Rehearsal</th>
<th>Shoot</th>
<th>Wrap/Strike</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
<td>21</td>
<td>2</td>
</tr>
</tbody>
</table>

**Number of Days Scheduled:** 5  
**Number of Actual Days:** 5

**Film Title:** Theodore Is Dying  
**Date of Report:** February 28, 2010  
**Shoot Day:** 9 OF 21

**Producer:** Arie Karyo  
**Director:** Ryan Pomeranz

**Date Started:** February 19, 2010  
**Scheduled Finish Date:** March 14, 2010  
**Est. Finish Date:** March 14, 2010

** Shots today: 4 - EXT CABIN #1 FRONT, CABIN #1 BACK, CABIN #2 FRONT, CABIN #1 LIVING ROOM

**Locations Shot Today:** 2 - CABIN #1, CABIN #2

- **Crew Call:** 7:15am  
- **Shooting:** 8:30am  
- **First Shot:** 8:32am  
- **Lunch:** 1:30PM  
- **Until:** 2:15PM

- **1st Shot After Lunch:** 2:35PM  
- **2nd Meal:** Until  
- **Camera Wrap:** 5:30PM  
- **Last Person Out:** 6:00PM

**Script Scenes and Pages**

<table>
<thead>
<tr>
<th>Scenes</th>
<th>Pages</th>
<th>Minutes</th>
<th>Setups</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCENES</td>
<td>PAGES</td>
<td>Prev.</td>
<td>56</td>
</tr>
<tr>
<td>Script</td>
<td>162</td>
<td>116</td>
<td>13</td>
</tr>
<tr>
<td>Taken</td>
<td>57</td>
<td>45 1/8</td>
<td>Total</td>
</tr>
<tr>
<td>Taken</td>
<td>6</td>
<td>7 1/8</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>65</td>
<td>53 1/8</td>
<td></td>
</tr>
<tr>
<td>To be</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taken</td>
<td>59</td>
<td>112 1/8</td>
<td></td>
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</tbody>
</table>

** sound Digital Storage:**  
**Previous:** 10,597GB  
**Total:** 10,780GB

**Scenes on call sheet:** 27, 39, 117, 118, 139, 140

**Scenes shot today:** 27, 39, 117, 118, 139, 140

**Scenes that need to be rescheduled:** 140

**Added scenes:** 119

**Camera Digital Storage**

- **Clips/Bytes:**
  - **Starting Available:** 1.781 GB
  - **Downloaded Today:** 39 GB
  - **Previously Downloaded:** 298.5 GB
  - **Total Downloaded:** 279.5 GB
  - **Remaining Available:** 1.72457 GB

**CAST - WEEKLY & DAY PLAYERS**

<table>
<thead>
<tr>
<th>Worked - W</th>
<th>Started - S</th>
<th>Travel - T</th>
<th>Rehearsal R</th>
<th>Finishing - F</th>
<th>Character</th>
<th>CAST</th>
</tr>
</thead>
<tbody>
<tr>
<td>H</td>
<td>H</td>
<td>H</td>
<td>H</td>
<td></td>
<td>Kevin Lobson XX</td>
<td>2 - Chair</td>
</tr>
<tr>
<td>W</td>
<td>W</td>
<td>W</td>
<td>W</td>
<td></td>
<td>Katherine Waldell</td>
<td>3 - Republic</td>
</tr>
<tr>
<td>T</td>
<td>T</td>
<td>T</td>
<td>T</td>
<td></td>
<td>Bob Ulloz</td>
<td>1 - Thor</td>
</tr>
</tbody>
</table>

**TEX - N.O. BREAKFAST**  
**- DISMISS TIME INCLUDES 15 MIN. MAKEUP / WARD. REMOVAL

**Atmosphere Talent**

<table>
<thead>
<tr>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set Dismiss</th>
<th>Final Dismiss</th>
<th>Adj.</th>
<th>MPV</th>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set Dismiss</th>
<th>Final Dismiss</th>
<th>Adj.</th>
<th>MPV</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### DAILY PRODUCTION REPORT

<table>
<thead>
<tr>
<th></th>
<th>PREP</th>
<th>BUILD</th>
<th>Rehearsal</th>
<th>SHOOT</th>
<th>WRAP/STRIKE</th>
</tr>
</thead>
<tbody>
<tr>
<td>NUMBER OF DAYS SCHEDULED:</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>21</td>
<td>2</td>
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<tr>
<td>NUMBER OF ACTUAL DAYS:</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>10</td>
<td>0</td>
</tr>
</tbody>
</table>

**Film Title:** Theodore Is Dying  
**Date of Report:** March 1, 2010  
**SHOOT DAY:** 10 OF 21

**Producer:** Alie Kenyon  
**Director:** Ryan Pomeranz

**Date Started:** February 19, 2010  
**Scheduled Finish Date:** March 14, 2010  
**Est. Finish Date:** March 14, 2010

**Sets shot today:**

**Locations Shot Today:**

- Crew Call: 10:00am  
- Shooting: 10:45am  
- First Shot: 10:53AM  
- Lunch: 1:45PM  
- Until: 4:45PM

- 1st Shot After Lunch: 5:30PM  
- 2nd Meal: Untill  
- Camera Wrap: 10:19PM  
- Last Person Out: 10:40P

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>Prev.</th>
<th>#</th>
<th>Prev.</th>
<th>#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Script</td>
<td>162</td>
<td>116</td>
<td>6</td>
<td>55/8</td>
<td>55/8</td>
</tr>
<tr>
<td>Taken</td>
<td>81</td>
<td>2</td>
<td>81</td>
<td>58/8</td>
<td>58/8</td>
</tr>
</tbody>
</table>

**Sound Digital Storage**

- Total: 7808 GB

**CAMERA DIGITAL STORAGE (ClipBytes)**

- Starting Available: 3.761 Terabytes
- Downloaded Today: 26 GB
- Previously Downloaded: 275.5 GB
- Total Downloaded: 303.5 GB
- Remaining available: 1.8967 TB

**Scenes on call sheet:** 18, 24, 38, 40, 58, 59, 120, 122, 132, 135, 140, 141, 142, 144, 146, 149, 151, 155

**Scenes shot today:** 18, 24, 38, 40, 58, 59, 120, 122, 132, 135, 140, 141, 142, 144, 146, 149, 151, 155

**Scenes that need to be re-scheduled:** none

**Added scenes:** none

### CAST - WEEKLY & DAY PLAYERS

<table>
<thead>
<tr>
<th>Cast</th>
<th>Weekly</th>
<th>Day</th>
<th>Players</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worked - W</td>
<td>Started - S</td>
<td>Travel - TR</td>
<td></td>
</tr>
<tr>
<td>Rehearsal R</td>
<td>Hold - H</td>
<td>Test - T</td>
<td></td>
</tr>
</tbody>
</table>

**MAKEUP:** n/a  
**W/T:** n/a  
**TELE:

### CAST - CHARACTER

<table>
<thead>
<tr>
<th>Character</th>
<th>TR</th>
<th>&quot;X&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevin</td>
<td>2</td>
<td>Chair</td>
</tr>
<tr>
<td>Kathrine Waddell</td>
<td>3</td>
<td>Rene</td>
</tr>
<tr>
<td>Bob Walz</td>
<td>1</td>
<td>Theo</td>
</tr>
</tbody>
</table>

**XX = N.D. BREAKFAST**

**=* = DISMISS TIME INCLUDES 15 MIN. MAKEUP / WARD. REMOVAL.**

### ATMOSPHERE TALENT

<table>
<thead>
<tr>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set Dismiss</th>
<th>Final Dismiss</th>
<th>Adj.</th>
<th>MPV</th>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set Dismiss</th>
<th>Final Dismiss</th>
<th>Adj.</th>
<th>MPV</th>
</tr>
</thead>
</table>
DAILY PRODUCTION REPORT

NUMBER OF DAYS SCHEDULED: 5
NUMBER OF ACTUAL DAYS: 5

Film Title: Theodora Is Dying
Date of Report: March 2, 2010
SHOOT DAY 11 OF 21

Producer: Alle Kevren
Director: Ryan Pomeranz

Date Started: February 19, 2010
Scheduled Finish Date: March 14, 2010
Est. Finish Date: March 14, 2010

Sets shot today:
Locations Shot Today:
Crew Call: 11:30am
Shooting 12:00pm
First Shot: 11:54AM
Lunch: 5:30PM
Until: 6:10PM

1st Shot After Lunch: 7:30PM
2nd Meal: 12:10AM
Until: 12:40AM
Camera Wrap: 12:07AM
Last Person Out: 12:45AM

SCRIPT SCENES AND PAGES
MINUTES

SCENES  PAGES  Prev.  Prev  155
162  116  75  75  155

Taken: 81  88  180
Prev. Today 7 Today 25

Taken: 16  5.5
Prev. Today
Total Taken: 97  64.1
Today 204MB

Scene on call sheet: 25, 26, 63, 64, 75, 76, 115, 116, 131A, 131B, 133, 136, 156, 158, 160
Scene shot today: 25, 26, 63, 64, 75, 76, 115, 116, 131A, 131B, 133, 136, 156, 158, 160
Scenes that need to be re-scheduled: none

Added scenes: none

CAMERA DIGITAL STORAGE (GigaBytes)
Starting Available: 1.751 Terabytes
Downloaded Today: 29GB
Previously Downloaded: 303.5GB
Total Downloaded: 332.5GB
Remaining available: 1.6097TB

CAST WEEKLY & DAY PLAYERS

W H makeup
S F  TR TR WORKTIME MEALS TRAVEL TIME

Bob Walz: 1. Theo
W 6:00P 4:30P 12:05P 1:00P 10:30P

Katherine Waddell XX 3. Renee
W 11:30A 11:30A 8:45P 5:30P 6:00P 11:00A 9:00P

Liz Douglas XX 15. Renee’s Mom
SWF 11:30A 11:45A 8:00P 5:30P 6:00P 11:00A 8:30P

Joe Osheroff 16. Seth
SWF 4:30P 4:30P 11:45P 5:30P 6:00P 4:30P 12:00P

XX = N.D. BREAKFAST
* = DISMISS TIME includes 15 MIN. MAKEUP / WARD. REMOVAL

ATMOSPHERE TALENT

No. Rate 1st Call Set Dismiss Final Dismiss Adj. MPV No. Rate 1st Call Set Dismiss Final Dismiss Adj. MPV

256
**DAILY PRODUCTION REPORT**

<table>
<thead>
<tr>
<th></th>
<th>PREP</th>
<th>BUILD</th>
<th>Rehearsal</th>
<th>SHOOT</th>
<th>WRAP/STRIKE</th>
</tr>
</thead>
<tbody>
<tr>
<td>NUMBER OF DAYS SCHEDULED:</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>21</td>
<td>2</td>
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<tr>
<td>NUMBER OF ACTUAL DAYS:</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>12</td>
<td>0</td>
</tr>
</tbody>
</table>

**Film Title:** Theodore Is Dying  
**Date of Report:** March 3, 2010  
**SHOOT DAY 12 OF 21**

**Producer:** Ali Kezvoy  
**Director:** Ryan Pomeranz

**Date Started:** February 19, 2010  
**Scheduled Finish Date:** March 14, 2010  
**Est. Finish Date:** March 14, 2010

**Sets shot today:**

**Locations Shot Today:**

- Crew Call: 12:30pm  
- Shooting: 1:00pm  
- First Shot: 1:30PM  
- Lunch: 7:30PM  
- Until: 8:00PM

- 1st Shot After Lunch: 9:30PM  
- 2nd Meal: Until  
- Camera Wrap: 10:15PM  
- Last Person Out: 10:45PM

**SCRIPT SCENES AND PAGES**

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sound Digital Storage**

- Scene on call sheet: 47, 148, 130A, 152, 160  
- Scene shot today: 47, 148, 130A, 152, 160

- Scenes that need to be re-scheduled: none

- Added scenes: none

**CAMERA DIGITAL STORAGE (GigaBytes)**

- Starting Available: 1.667G Terabytes
- Downloaded Today: 2GB
- Previously Downloaded: 332.5GB
- Total Downloaded: 333.5GB
- Remaining available: 1.44687G

**CAST - WEEKLY & DAY PLAYERS**

- Kevin Liibout XX  
- Katherine Waddell XX

- XX = S.D. BREAKFAST

- **= DISMISS TIME INCLUDES 15 MIN. MAKEUP / WARD. REMOVAL**

**ATMOSPERE TALLIES**

<table>
<thead>
<tr>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set Dismiss</th>
<th>Final Dismiss</th>
<th>Adj.</th>
<th>MPV</th>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set Dismiss</th>
<th>Final Dismiss</th>
<th>Adj.</th>
<th>MPV</th>
</tr>
</thead>
</table>

257
# DAILY PRODUCTION REPORT

## NUMBER OF DAYS SCHEDULED:
- **PREP:** 5
- **BUILD:** 0
- **Rehearsal:** 0
- **SHOOT:** 21
- **WRAP/STRIKE:** 2

## NUMBER OF ACTUAL DAYS:
- **PREP:** 5
- **BUILD:** 0
- **Rehearsal:** 13
- **SHOOT:** 0

**Film Title:** Theodore Is Dying  
**Date of Report:** March 5, 2010  
**SHOOT DAY:** 13 OF 21

**Producer:** Aliye Kenyon  
**Director:** Ryan Pomorski

**Date Started:** February 19, 2010  
**Scheduled Finish Date:** March 14, 2010  
**Estimated Finish Date:** March 14, 2010

**Set shot today:** 4 MOUNTAIN ROAD #1, EXT PUMP 'N PANTRY, INT PUMP 'N PANTRY, SCENIC SCRANTON #1

**Locations Shot Today:** 4 MOUNTAIN ROAD #1, EXT PUMP 'N PANTRY, INT PUMP 'N PANTRY, SCENIC SCRANTON #1

**Crew Call:** 7:00am  
**Crew Call #2:** 8:00am  
**Shooting:** 8:00am - First Shot 8:26am - Lunch 1:00PM - Until 1:30PM

**1st Shot After Lunch:** 1:50PM  
**2nd Meal:** Until  
**Camera Wrap:** 5:05PM  
**Last Person Out:** 5:15PM

### SCRIPT SCENES AND PAGES

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>MINUTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prev.</td>
<td>96</td>
<td>84</td>
</tr>
<tr>
<td>Prev.</td>
<td>93</td>
<td>3</td>
</tr>
</tbody>
</table>

### SETUPS

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prev.</td>
<td>96</td>
<td>84</td>
<td></td>
</tr>
</tbody>
</table>

**Sound Digital Storage:**
- **Total:** 11,430GB
- **Previous:** 11,330GB

**Scenes on call sheet:** 8, 9, 10, 41, 42, 114
**Scenes shot today:** 8, 9, 10, 41, 42, 114, 161A
**Scenes that need to be re-scheduled:** None

**Added scenes:** 161A

### WEEKLY & DAY PLANNING

<table>
<thead>
<tr>
<th>CAST</th>
<th>WEEKLY &amp; DAY PLAYERS</th>
<th>MAKEUP</th>
<th>TRAVEL</th>
<th>WORKTIME</th>
<th>MEALS</th>
<th>TRAVEL TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob Walz</td>
<td></td>
<td>12:05PM</td>
<td>12:05PM</td>
<td>2:30PM</td>
<td>1:00PM</td>
<td>1:30PM</td>
</tr>
<tr>
<td>Kevin LaBrant XX</td>
<td></td>
<td>7:00A</td>
<td>8:00A</td>
<td>1:00PM</td>
<td>8:00A</td>
<td>5:00PM</td>
</tr>
<tr>
<td>Katherine Walden XX</td>
<td></td>
<td>9:00A</td>
<td>9:00A</td>
<td>12:15PM</td>
<td>9:00A</td>
<td>1:30PM</td>
</tr>
<tr>
<td>Jenny Sattaway</td>
<td></td>
<td>9:00A</td>
<td>9:45A</td>
<td>2:55PM</td>
<td>9:00A</td>
<td>1:30PM</td>
</tr>
</tbody>
</table>

**XX - N.D. BREAKFAST**

**- DISMISS TIME INCLUDES 15 MIN MAKEUP / WARD REMOVAL**

### ATMOSPHERE TALENT

| No. | Rate | 1st Call | Set Dismiss | Final Dismiss | Adj. | MPV | No. | Rate | 1st Call | Set Dismiss | Final Dismiss | Adj. | MPV |
|-----|------|----------|-------------|--------------|------|-----|-----|------|----------|-------------|--------------|------|-----|------|
| 0   |      |          |             |              |      |     |     |      |          |             |              |      |     | 0    |
# Daily Production Report

**Film Title:** Theodor Is Dying  
**Date of Report:** March 6, 2010  
**SHOOT DAY:** 14  
**OF:** 21  
**Producer:** Aliie Kenyon  
**Director:** Ryan Pomeranz  
**Date Started:** February 19, 2010  
**Scheduled Finish Date:** March 14, 2010  
**Est. Finish Date:** March 14, 2010  
**Sets Shot Today:** 1. Ext Sydney's House, Sydney's House-Foyer, Sydney's House-Kitchen, Sydney's House-Living Room  
**Locations Shot Today:** 1. Sydney's House  
**Crew Call/1:** 7:30am  
**Shooting 8:15am**  
**First Shot 8:36A**  
**Lunch 1:30PM**  
**2nd Meal Until:** 2:00PM  
**1st Shot After Lunch 3:00PM**  
**Camera Wrap 5:15PM**  
**Last Person Out 5:45PM**

## Script Scenes and Pages

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>Prev.</th>
<th>84</th>
<th>Prev.</th>
<th>202</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taken</td>
<td>109</td>
<td>71 A/B</td>
<td>Total 90</td>
<td>Total 219</td>
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<tr>
<td>Taken</td>
<td>8</td>
<td>6 A/B</td>
<td>Total 8</td>
<td>Total 8</td>
<td></td>
</tr>
</tbody>
</table>

**Scene on call sheet:** 101, 109, 110, 111, 116, 117, 128  
**Scene shot today:** 101, 109, 110, 111, 116, 117, 128  
**Scenes that need to be re-scheduled:** none  
**Added scenes:** none

## Camera Digital Storage

**Current Available:** 6305 Terabytes  
**Downloaded Today:** 26GB  
**Previously Downloaded:** 369.5GB  
**Total Downloaded:** 397.5GB  
**Remaining Available:** 6023TB

## Cast - Weekly & Day Players

<table>
<thead>
<tr>
<th>CAST</th>
<th>CHARACTER</th>
<th>W</th>
<th>H</th>
<th>S</th>
<th>F</th>
<th>T</th>
<th>MAKEUP</th>
<th>W</th>
<th>H</th>
<th>S</th>
<th>F</th>
<th>T</th>
<th>TR</th>
<th>REPORT</th>
<th>LUNCH</th>
<th>MEALS</th>
<th>TRAVEL TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob Wall XX</td>
<td>Theo</td>
<td>W</td>
<td>7:50P</td>
<td>7:50P</td>
<td>1:30P</td>
<td>1:30P</td>
<td>2:00P</td>
<td>7:00P</td>
<td>2:15P</td>
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<td></td>
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</tr>
<tr>
<td>Kevin Lisbon XX</td>
<td>Clark</td>
<td>W</td>
<td>7:30A</td>
<td>7:35A</td>
<td>5:15P</td>
<td>5:00P</td>
<td>2:00P</td>
<td>7:00A</td>
<td>5:30P</td>
<td></td>
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</tr>
<tr>
<td>Kathleen Godwin XX</td>
<td>Sydney</td>
<td>SW</td>
<td>7:30A</td>
<td>7:30A</td>
<td>5:15P</td>
<td>1:30P</td>
<td>2:00P</td>
<td>7:00A</td>
<td>5:30P</td>
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<tr>
<td>Lawrence Cantor XX</td>
<td>John</td>
<td>SW</td>
<td>7:30A</td>
<td>7:30A</td>
<td>5:15P</td>
<td>1:30P</td>
<td>2:00P</td>
<td>7:00A</td>
<td>5:30P</td>
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</tr>
</tbody>
</table>

XX = N.D. BREAKFAST  
* = DISMISS TIME INCLUDES 15 MIN. MAKEUP / WARD. REMOVAL

## Atmosphere & Talent

<table>
<thead>
<tr>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set On</th>
<th>Set Off</th>
<th>Final On</th>
<th>Final Off</th>
<th>Adj.</th>
<th>MPV</th>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set On</th>
<th>Set Off</th>
<th>Final On</th>
<th>Final Off</th>
<th>Adj.</th>
<th>MPV</th>
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</thead>
</table>
# DAILY PRODUCTION REPORT

<table>
<thead>
<tr>
<th>PREP</th>
<th>BUILD</th>
<th>Rehearsal</th>
<th>SHOOT</th>
<th>WRAP/STRIKE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
<td>21</td>
<td>2</td>
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**NUMBER OF DAYS SCHEDULED:**

<table>
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<tr>
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<th>Rehearsal</th>
<th>SHOOT</th>
<th>WRAP/STRIKE</th>
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<td>5</td>
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**NUMBER OF ACTUAL DAYS:**

**Film Title:** Theodore Is Dying  
**Date of Report:** March 7, 2010  
**SHOOT DAY:** 15 OF 21

**Producer:** Aliie Kenyon  
**Director:** Ryan Pomeranz

**Date Started:** February 19, 2010  
**Scheduled Finish Date:** March 14, 2010  
**Est. Finish Date:** March 14, 2010

**Sets shot today:** 4. WOODS, ABANDONED CAR, MOUNTAIN ROAD #2, SCENIC SCRANTON #2, SCENIC SCRANTON #3

**Locations Shot Today:** 4. WOODS, ABANDONED CAR, MOUNTAIN ROAD #2, SCENIC SCRANTON #2, SCENIC SCRANTON #3

**Crew Call:** 7:00am  
**Shooting 8:15am**  
**First Shot:** 8:25A  
**Lunch:** 12:45PM  
**Until:** 1:15PM

1st Shot After Lunch 1:45PM  
2nd Meal

**Camera Wrap:** 3:00PM  
**Last Person Out:** 3:10PM

## SCRIPT SCENES AND PAGES

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>Prev.</th>
<th>#</th>
<th>Prev.</th>
<th>#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Script</td>
<td>162</td>
<td>116</td>
<td>6</td>
<td>Today</td>
<td>6</td>
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<tr>
<td>Taken</td>
<td>109</td>
<td>71/48</td>
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</table>

**Sound Digital Storage**

Total: 11,750GB

## SCENES

- **On call sheet:** 46, 52, 58, 161B  
- **Shot:** 46, 52, 58, 161B  
- **Scenes that need to be re-scheduled:** none

**Added scenes: note**

### CAST - WEEKLY & DAY PLAYERS

<table>
<thead>
<tr>
<th>CAST</th>
<th>CHARACTER</th>
<th>W</th>
<th>H</th>
<th>S</th>
<th>F</th>
<th>R</th>
<th>T</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob Wahl</td>
<td>1. Theo</td>
<td>H</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kevin Luton</td>
<td>2. Chair</td>
<td>W</td>
<td>6:45A</td>
<td>8:00A</td>
<td>12:45P</td>
<td>3:10P</td>
<td>3:15P</td>
</tr>
</tbody>
</table>

**XX = N.D. BREAKFAST**  
**= DISMISS TIME INCLUDES 15 MIN. MAKEUP / WARD REMOVAL**

### ATMOSPHERE TALENT

| No. | Rate | 1st Call | Set Dismiss | Final Dismiss | Adj. | MPV | No. | Rate | 1st Call | Set Dismiss | Final Dismiss | Adj. | MPV |
|-----|------|----------|-------------|-------------|-----|-----|-----|------|----------|-------------|-------------|-----|-----|-----|
| 0   | 0    | 0        | 0           | 0           | 0   | 0   | 0   | 0    | 0        | 0           | 0    | 0   | 0   |

260
# DAILY PRODUCTION REPORT

### NUMBER OF DAYS SCHEDULED:

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<th></th>
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<th>Rehearsal</th>
<th>SHOOT</th>
<th>WRAP/STRIKE</th>
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</thead>
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<tr>
<td>Number</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>21</td>
<td>2</td>
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</table>

### NUMBER OF ACTUAL DAYS:

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<th>PREP</th>
<th>BUILD</th>
<th>Rehearsal</th>
<th>SHOOT</th>
<th>WRAP/STRIKE</th>
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<tr>
<td>Number</td>
<td>5</td>
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<td>0</td>
<td>16</td>
<td>0</td>
</tr>
</tbody>
</table>

**Film Title:** Theodora Is Dying  
**Date of Report:** March 8, 2010  
**SHOOT DAY 16 OF 21**

**Producer:** Allie Konyo  
**Director:** Ryan Pomeranz

**Date Started:** February 19, 2010  
**Scheduled Finish Date:** March 14, 2010  
**Est. Finish Date:** March 14, 2010

**Sets shot today:** 3. EXT: CONVENIENCE STORE, EXT: ROCKY'S, INT: ROCKY'S

**Locations Shot Today:** 2 - CONVENIENCE STORE, ROCKY'S

**Crew Call:** 10:00am  
**Shooting:** 10:45am  
**First Shot:** 10:50A  
**Lunch:** 2:15PM  
**During:** 2:35PM

**1st Shot After Lunch:** 4:30PM  
**2nd Meal:** Until

**Camera Wrap:** 8:45PM  
**Last Person Out:** 9:15PM

---

### SCRIPT SCENES AND PAGES

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>Prev.</th>
<th>90</th>
<th>Prev.</th>
<th>219</th>
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</thead>
<tbody>
<tr>
<td>Script</td>
<td>162</td>
<td>116</td>
<td>9</td>
<td>Today</td>
<td>15</td>
</tr>
<tr>
<td>Taken</td>
<td>109</td>
<td>78.1/B</td>
<td>99</td>
<td>Total</td>
<td>234</td>
</tr>
</tbody>
</table>

---

### MINUTES

**Sound Digital Storage**  
*Prepaid: 11.650GB*  
*Not Used: 11.155GB*  
*Total: 11.950GB*

---

### CAMERAS DIGITAL STORAGE (Gigabytes)

- **Starting Available:** 3.6025 Terabytes
- **Downloaded Today:** 10GB
- **Previously Downloaded:** 397.5GB
- **Total Downloaded:** 408.5GB
- **Remaining Available:** 3,171.5TB

---

### CAST - WEEKLY & DAY PLAYERS

**Worked - W**  
**Started - S**  
**Travel - TR**

<table>
<thead>
<tr>
<th>CAST</th>
<th>CHARACTER</th>
<th>W</th>
<th>H</th>
<th>S</th>
<th>F</th>
<th>R</th>
<th>T</th>
<th>TR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob Waals</td>
<td>Theo</td>
<td>W</td>
<td>1</td>
<td>1.15A</td>
<td>11.36A</td>
<td>8.40F</td>
<td>2.15F</td>
<td>2.50F</td>
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<tr>
<td>Kevin Liht</td>
<td>XX</td>
<td>W</td>
<td>2</td>
<td>1.15A</td>
<td>10.36A</td>
<td>6.40F</td>
<td>2.15F</td>
<td>2.50F</td>
</tr>
<tr>
<td>Scott McIndoe</td>
<td>Fran</td>
<td>SW</td>
<td>3</td>
<td>1.15F</td>
<td>8.40F</td>
<td>2.15F</td>
<td>2.50F</td>
<td>1.55F</td>
</tr>
<tr>
<td>Paul O'Brian</td>
<td>Bartender</td>
<td>SW</td>
<td>2</td>
<td>3.0A</td>
<td>3.0A</td>
<td>8.40F</td>
<td>2.15F</td>
<td>2.50F</td>
</tr>
</tbody>
</table>

**XX - N.O. BREAKFAST**

- **WORKTIME:**  
  - MEALS:  
  - TRAVEL TIME:

---

### ATMOSPHERE TALENT

| No. | Rate | 1st Call | Set Dissen | Final Dissen | Adj. | MPV | No. | Rate | 1st Call | Set Dissen | Final Dissen | Adj. | MPV |
|-----|------|----------|------------|-------------|------|-----|-----|------|----------|------------|-------------|------|-----|-----|-----|
|     |      |          |            |             |      |     |     |      |          |            |             |      |     |     |     |

---

**Note:**  
**Atmosphere Time Includes 15 Min. Makeup / Ward. Removal.**

---

261
DAILY PRODUCTION REPORT

NUMBER OF DAYS SCHEDULED: 5
NUMBER OF ACTUAL DAYS: 5

Film Title: Theodor Er Is Dying
Date of Report: March 9, 2010
SHOOT DAY 17 OF 21

Producer: Aliie Kenyon
Director: Ryan Pomerman

Date Started: February 19, 2010
Scheduled Finish Date: March 14, 2010
Est. Finish Date: March 14, 2010

Sets shot today: 10.--DAN'S APARTMENT, SCRAMON MULTIPLE LOCATIONS 1, 2, 3 & 4, INT CURRY DONUTS, EXT CURRY DONUTS, RESIDENTIAL STREET, CHRIS'S CAR, NEWSROOM
Locations Shot Today: 9--DAN'S APARTMENT, SCRAMON MULTIPLE LOCATIONS 1, 2, 3 & 4, CURRY DONUTS, RESIDENTIAL STREET, CHRIS'S CAR, NEWSROOM

Crew Call: 7:00am
Shooting: 7:30am - First Shot: 7:26A
Lunch: 12:30PM - Until: 1:10PM
1st Shot After Lunch: 2:30PM - 2nd Meal
Until: Camera Wrap: 6:20PM - Last Person Out: 6:35PM

SCRIPT SCENES AND PAGES

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>Prev.</th>
<th>99</th>
<th>Prev.</th>
<th>SETUPS</th>
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</thead>
<tbody>
<tr>
<td>Script</td>
<td>162</td>
<td>156</td>
<td>7</td>
<td>Today</td>
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</tr>
<tr>
<td>Taken</td>
<td>115</td>
<td>88</td>
<td>106</td>
<td>Total</td>
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<tr>
<td>Taken</td>
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<td></td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>127</td>
<td>94</td>
<td>127</td>
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<td>Added</td>
<td>35</td>
<td>22</td>
<td>57</td>
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</table>

Sound Digital Storage
Previous: 11.95GB
Today: 25GB
Total: 12.29GB

Scenes on call sheet: 2, 25, 12, 13, 14, 15, 16, 57, 99, 121, 123
Scenes shot today: 2, 25, 12, 13, 14, 15, 16, 57, 99, 121, 123
Scenes that need to be re-scheduled: none

CAST - WEEKLY & DAY PLAYERS

<table>
<thead>
<tr>
<th>CAST</th>
<th>CHARACTER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevin Labson</td>
<td>2, Chris</td>
</tr>
<tr>
<td>J. Center</td>
<td>5, Donald/Baggy</td>
</tr>
<tr>
<td>Joe Burch</td>
<td>9, Chris</td>
</tr>
</tbody>
</table>

CAMERA DIGITAL STORAGE (Gigabytes)
Starting Available: 1.5715 Terabytes
Downloaded Today: 28GB
Previously Downloaded: 426.5GB
Total Downloaded: 454.5GB
Remaining Available: 1.541TB

CAST - WEEKLY & DAY PLAYERS

<table>
<thead>
<tr>
<th>CAST</th>
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<tbody>
<tr>
<td>Kevin Labson</td>
<td>2, Chris</td>
</tr>
<tr>
<td>J. Center</td>
<td>5, Donald/Baggy</td>
</tr>
<tr>
<td>Joe Burch</td>
<td>9, Chris</td>
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XX = N.D. BREAKFAST
* - DISMISS TIME INCLUDES 15 MIN. MAKEUP / WARD. REMOVAL

ATMOSPHERE TALENT

<table>
<thead>
<tr>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set Dissen</th>
<th>Final Dissen</th>
<th>Adj.</th>
<th>MPV</th>
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<th>Rate</th>
<th>1st Call</th>
<th>Set Dissen</th>
<th>Final Dissen</th>
<th>Adj.</th>
<th>MPV</th>
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262
# DAILY PRODUCTION REPORT

<table>
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<tr>
<th></th>
<th>PREP</th>
<th>BUILD</th>
<th>Rehearsal</th>
<th>SHOOT</th>
<th>WRAP/STRIKE</th>
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<tr>
<td>Number of Days Scheduled</td>
<td>5</td>
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<td>0</td>
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<td>Number of Actual Days</td>
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**Film Title:** Theodore Is Dying  
**Date of Report:** March 10, 2010  
**SHOOT DAY:** 18 OF 21

**Producer:** Allie Kenyon  
**Director:** Ryan Pomeranz

**Date Started:** February 19, 2010  
**Scheduled Finish Date:** March 14, 2010  
**Est. Finish Date:** March 14, 2010

**Sets shot today:** 1. THEO’S APARTMENT BEDROOM, THEO’S APARTMENT KITCHEN, THEO’S APARTMENT LIVING ROOM, EXT ROCKY’S

**Locations shot today:** 2. THEO’S APARTMENT (MULBERRY TOWERS), ROCKY’S

**Crew Call:** 9:00am  
**Shooting:** 10:00am  
**First Shot:** 10:15A  
**Lunch:** 12:00PM  
**Until:** 3:30PM  
**Camera Wrap:** 7:20PM  
**Last Person Out:** 7:30PM

<table>
<thead>
<tr>
<th>SCRIPT SCENES AND PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
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</thead>
<tbody>
<tr>
<td>Scenes</td>
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<tr>
<td>162 Scene A</td>
<td>106</td>
<td>258</td>
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<td>166 Scene B</td>
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<td>102/58</td>
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<tr>
<td>Taken</td>
<td>28</td>
<td>13/58</td>
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</table>

**Sound Digital Storage**  
**Previously:** 12.5GB

**Camera Digital Storage (GigaBytes)**
- **Starting Available:** 3.444 Terabytes
- **Downloaded Today:** 32GB
- **Previously Downloaded:** 456.5GB
- **Total Downloaded:** 488.5GB
- **Remaining Available:** 1.511TB

**Scenes on call shot:** 32, 33, 34, 35, 86, 80, 82  
**Scenes shot today:** 32, 33, 34, 35, 86, 80, 82

**Added scenes:** none

<table>
<thead>
<tr>
<th>CAST - WEEKLY &amp; DAY PLAYERS</th>
<th>W</th>
<th>H</th>
<th>S</th>
<th>R</th>
<th>T</th>
<th>TR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob Wales</td>
<td>W</td>
<td>9:00A</td>
<td>9:00A</td>
<td>7:20P</td>
<td>3:00P</td>
<td>3:30P</td>
</tr>
<tr>
<td>Kathleen Godwin</td>
<td>WF</td>
<td>9:00A</td>
<td>9:00A</td>
<td>4:30P</td>
<td>3:00P</td>
<td>3:30P</td>
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</table>

**XX – N.D. BREAKFAST**

**- DISMISS TIME INCLUDES 15 MIN. MAKEUP/WARD. REMOVAL**

<table>
<thead>
<tr>
<th>ATMOSPHERE TALENT</th>
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<tbody>
<tr>
<td>No.</td>
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263
# DAILY PRODUCTION REPORT

<table>
<thead>
<tr>
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<th>SHOOT</th>
<th>WRAP/STRIKE</th>
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<tbody>
<tr>
<td>5</td>
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**NUMBER OF ACTUAL DAYS:**

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<th>PREP</th>
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<th>Rehearsal</th>
<th>SHOOT</th>
<th>WRAP/STRIKE</th>
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<tbody>
<tr>
<td>5</td>
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<td>19</td>
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</tbody>
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**Film Title:** Theodore Is Dying  
**Date of Report:** March 12, 2010  
**SHOOT DAY 19 OF 21**

**Producer:** Allie Kenyon  
**Director:** Ryan Pomranz

**Date Started:** February 19, 2010  
**Scheduled Finish Date:** March 14, 2010  
**Est. Finish Date:** March 15, 2010

Sets shot today: 5. UTILITY COMPANY OFFICES, THEO'S APARTMENT BUILDING, THEO'S APARTMENT BUILDING ELEVATOR, THEO'S APARTMENT BUILDING HALLWAY, CAROL'S APARTMENT

Locations Shot Today: 2. UTILITY COMPANY OFFICES, THEO'S APARTMENT BUILDING

Crew Call: 7:30 AM  
Shooting: 8:15 AM  
First Shot: 9:15 AM  
Lunch: 1:30 PM  
Until: 2:00 PM

1st Shot After Lunch: 2:45 PM  
2nd Meal: Until  
Camera Wrap: 4:35 PM  
Last Person Out: 5:05 PM

## SCRIPT SCENES AND PAGES

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**SCENES:** 162  
**PAGES:** 156  
**Prev:** 4  
**Today:** 3  
**Total:** 288

**Sound Digital Storage**

- **Location:** Sound Digital Storage
- **Previews:** 12.5GB
- **Total:** 12.679GB

**Scenes on call sheet:** 36, 45, 83, 84, 85

**Scenes shot today:** 36, 45, 83, 84, 85

**Scenes that need to be re-scheduled:** none

**Added scenes:** none

**CAMERA DIGITAL STORAGE (GigaBytes)**

- **Starting Available:** 1.5115 Terabytes
- **Downloaded Today:** 36GB
- **Previously Downloaded:** 488.5GB
- **Total Downloaded:** 525.5GB
- **Remaining Available:** 1.1917TB

## CAST - WEEKLY & DAY PLAYERS

<table>
<thead>
<tr>
<th>CAST</th>
<th>CHARACTER</th>
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<th>MEALS</th>
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<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

**CAST:** Bob Wall XX  
**Character:** Theor

**Work:** 7:30 AM  
**Out:** 7:30 AM  
**In:** 7:30 AM  
**Leave On Location:** 4:45 PM

**Trav:** 7:30 AM  
**Arrive On Location:** 10:30 AM  
**Leave Location:** 10:45 AM

**XX = N.D. BREAKFAST**

- *** = DISMISS TIME INCLUDES 15 MIN. MAKEUP / WARDROBE REMOVAL**

## ATMOSPHERE TALENT

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<th>Final Dinner</th>
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**No:** 0  
**Rate:** 0

264
### DAILY PRODUCTION REPORT

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<th>SHOOT</th>
<th>WRAP/STRIKE</th>
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**NUMBER OF DAYS SCHEDULED:**

**NUMBER OF ACTUAL DAYS:**

**Film Title:** Theodore Is Dying  
**Date of Report:** March 13, 2010  
**SHOOT DAY:** 20  
**OF:** 21

**Producer:** Allie Kenyon  
**Director:** Ryan Pomerance

**Date Started:** February 19, 2010  
**Scheduled Finish Date:** March 14, 2010  
**Est. Finish Date:** March 15, 2010

**Sets shot today:** 2 - THEO'S CAR, GRAZIANO'S ITALIAN RESTAURANT

**Locations Shot Today:** 2 - THEO'S CAR, GRAZIANO'S ITALIAN RESTAURANT

**Crew Call:** 5:30am  
**Shooting:** 6:30am  
**First Shot:** 6:20am  
**Lunch:** 11:00PM - Until 12:00AM  
**Camera Wrap:** 11:00PM  
**Last Person Out:** 12:00AM

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<tr>
<th>SCRIPT SCENES AND PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
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**Sound Digital Storage**

- **Today:** 16.6GB
- **Total:** 12.8GB

**Scenes on call sheet:** 60, 65

**Scenes shot today:** 60, 65

**Scenes that need to be re-scheduled:** none

**Added scenes:** note

**CAST - WEEKLY & DAY PLAYERS**

**CAST:** Bob Walsky  
**CHARACTER:** 1. Theo

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<th>H</th>
<th>S</th>
<th>F</th>
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**ATMOSPHERE TALENT**

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265
## DAILY PRODUCTION REPORT

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<th>WRAP/STRIKE</th>
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**Film Title:** Theodore Is Dying  
**Date of Report:** March 14, 2010  
**SHOOT DAY:** 21 OF 21

**Producer:** Aliie Kenyon  
**Director:** Ryan Pomerantz

**Date Started:** February 19, 2010  
**Scheduled Finish Date:** March 14, 2010  
**Est. Finish Date:** March 15, 2010

**Sets Shot Today:** I. DARLENE'S HOUSE BEDROOM, DARLENE'S HOUSE DEN, DARLENE'S HOUSE BATHROOM, DARLENE'S HOUSE EXT

**Locations Shot Today:** 1. DARLENE'S HOUSE

**Crew Call #1:** 1:30pm  
**Shooting:** 2:30pm  
**First Shot:** 3:50p  
**Lunch:** 7:00PM  
**Until:** 7:30PM

**1st Shot After Lunch:**  
**2nd Meal**  
**Until:** Camera Wrap 10:50PM  
**Last Person Out:** 11:20PM

### SCENE AND PAGE TIMES

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<th>MINUTES</th>
<th>SETUPS</th>
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**Sound Digital Storage**

- **Prev. 12.830GB**

**Camera Digital Storage** (GigaBytes)

- **Starting Available:** 1.8845 Terabytes
- **Downloaded Today:** 19GB
- **Previously Downloaded:** 535.5GB
- **Total Downloaded:** 543.5GB
- **Remaining Available:** 1,464.5TB

**Sound Notes:**

- Scenes on call sheet: 61, 67, 69, 70, 71, 72, 76, 77, 78, 79
- Scenes shot today: 61, 67, 69, 70, 71, 72, 76, 77, 78, 79
- Scenes that need to be rescheduled: none

**Added scene:** none

### CAST - WEEKLY & DAY PLAYERS

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**REHEARSAL**

- **Bob Walz XX:** 1. Theo  
  - **W:** 1:50P  
  - **H:** 2:30P  
  - **R:** 10:50P  
  - **T:** 7:00P  
  - **B:** 7:30P  
  - **L:** 7:40P  
  - **O:** 11:00

**Gnus XX**  
- **7. Darlene  
  - **W:** 1:50P  
  - **F:** 2:30P  
  - **R:** 9:15P  
  - **T:** 7:00P  
  - **B:** 7:30P  
  - **L:** 7:40P  
  - **O:** 9:30PM

**XX - N.D. BREAKFAST**  
- **- DISMISS TIME INCLUDES 15 MIN. MAKEUP / WARD. REMOVAL.

### ATMOSPHERE TALENT

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<th>No.</th>
<th>Rate</th>
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266
**DAILY PRODUCTION REPORT**

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| NUMBER OF ACTUAL DAYS: | 5 | 0 | 0 | 22 | 0 |

**Film Title:** Theodore Is Dying  
**Date of Report:** March 15, 2010  
**Shoot Day:** 22 of 21

**Producer:** Allie Kenyon  
**Director:** Ryan Pomeranz

**Date Started:** February 19, 2010  
**Scheduled Finish Date:** March 14, 2010  
**Estimated Finish Date:** March 15, 2010

**Locations:** Shot Today: 2-Utility Company Parking Lot, Theo’s Car

**Crew:**
- Call Time: 10:30am
- Shooting: 11:30am
- First Shot: 11:20am
- Lunch: 4:30PM, Until: 5:00PM
- 1st Shot After Lunch: 2nd Meal: Until:
- Camera Wrap: 6:30PM
- Last Person Out: 6:30PM

---

**SCRIPT SCENES AND PAGES**

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**Sound Digital Storage**

- Total 13,980GB
- Previous 12,980GB

**CAMERA DIGITAL STORAGE (GigaBytes)**

- Starting Available: 1,845 GigaBytes
- Downloaded Today: 20GB
- Previously Downloaded: 543.5GB
- Total Downloaded: 594.5GB
- Remaining available: 1,435TB

---

**CAST - WEEKLY & DAY PLAYERS**

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**ATMOSPHERE TALENT**

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**ATMOSPHERE TALENT**

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Total Above-The-Line 7,010

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1500 FUNDRAISING

| 1504   | ENGLISH FUNDRAISER            |        |       |   |      |      |          |       |
|        | ENGLISH VENUE RENTAL          | 1      | Allow | 1 | 425  | 425  | 425      | 425   |
|        | DVD Duplication - Lightspeed Prod. | -50 | DVDs | 1 | =27  | =27  | 60       | 60    |
|        | PROMOTIONAL PRINTING - Booklets & Posters | 1 | Allow | 1 | =27  | =27  | 237      | 237   |
|        | POSTER FRAMES                | =2     | Frames| 1 | =18  | =18  | 36       | 36    |
|        | Total                         |        |       |   |      |      |          | 758   |
| 1505   | CINEMA PARADISO FUNDRAISER    |        |       |   |      |      |          |       |
|        | CINEMA PARADISO VENUE RENTAL | 1      | Allow | 1 | =212 | =212 | 212      | 212   |
|        | PROMOTIONAL PRINTING - Booklets & Posters | 1 | Allow | 1 | =320 | =320 | 320      | 320   |
|        | Total                         |        |       |   |      |      |          | 532   |
| 1506   | PITCH BOOKS                  |        |       |   |      |      |          |       |
|        | PRINTING PITCH BOOKS         | 1      | Allow | 1 | =168 | =168 | 168      | 168   |
|        | Total                         |        |       |   |      |      |          | 168   |
|        | Account Total for 1500       |        |       |   |      |      |          | 1,458 |

1810 Total Fringes

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The Entertainment Partners Services Group, EP Budgeting
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APPENDIX I: SAMPLE CREW DEAL MEMO
CREW DEAL MEMO

PRODUCTION COMPANY: MOVING PICTURE PARTY, LLC

FILM: "THEODORE IS DYING"

CONTRACTOR: Alix Duggins

POSITION: 1st Assistant Director

DATE: 1-23-2010

START DATE: 2-13-2010

END DATE: 3-15-2010

ADDRESS: [redacted]

TELEPHONE: (Home) [redacted] (Cellular) [redacted]

EMAIL: [redacted]

EMERGENCY CONTACT: [redacted] TELEPHONE: [redacted]

TERMS OF AGREEMENT (Check box and fill in amount, if applicable)

DEFERRED RATE (if any): $0

BOX/KIT/EQUIPMENT: $0 per day worked.

NOTES/ADDITIONAL TERMS:

Form of Credit (May be Granted in Production Company’s sole discretion):

Alix Duggins

Initials: AD (Contractor’s initials here constitutes approval of the above screen credit and compensation.)

ADDITIONAL PROVISIONS

1. Screen credit shall be at Production Company’s sole discretion and subject to Contractor performing all services required in connection with the motion picture currently entitled “THEODORE IS DYING”. If credit is granted, all matters regarding prominence, placement, form, size, style, and color of credit shall be in Production Company’s sole discretion. No casual or inadvertent failure to comply with the provisions of this paragraph shall constitute a breach of this agreement, or give rise to any equitable relief, whatsoever. Contractor acknowledges that in no event shall Contractor be entitled by reason of any such breach to restrain and/or enjoin the exhibition, distribution, advertising, exploitation or marketing of the Film.

2. Contractor agrees and acknowledges that the publicity and exposure that Contractor may receive, if Contractor’s services are utilized in the Film, meals Contractor receives while performing its
17. Contractor shall defend, indemnify, make good, save and hold Production Company, its shareholders, directors, managers, members, officers, agents, contractors, successors, licensees and assigns harmless from and against any and all liabilities, damages, charges, costs, charges, attorney fees, recoveries, actions, judgments, penalties, expenses and other losses whatsoever, which may be obtained against, imposed upon, or suffered by Production Company and its shareholders, directors, officers, agents, contractors, successors, licensees and assigns arising from a breach of any of Contractor's representations, warranties, and agreements hereunder, or from Contractor's omissions or violations of any of the terms of this agreement.

18. This agreement constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes, replaces, and terminates all prior contracts and agreements, whether verbal or written, relating to the subject matter hereof. Neither this agreement nor any of its terms may be altered, amended, modified, canceled or waived other than by written instrument executed by each party hereto. This agreement shall bind, and inure to, the benefit of the parties and their respective successors, assigns, heirs, administrators, executors, and conservators. A waiver of any term or condition of this agreement will not be deemed to be, and may not be construed as, a waiver of any other term or condition. If any provision of this agreement is adjudicated to be unenforceable or invalid for any reason, that part will be severed from the balance of this agreement, and the validity and enforceability of the remainder of this agreement will in no way be affected or impaired unless the severed portion was essential to the intended purpose of this agreement. The laws of the State of Florida applicable to contracts signed and to be fully performed within the State of Florida shall apply to this agreement.

ACCEPTED AND AGREED TO BY:

PRODUCTION COMPANY:

MOVING PICTURE PARTY, LLC,

Signature: [Signature]

Print Name: Allie Kenyon

Its: Authorized Representative

Date: January 23, 2010

CONTRACTOR:

Signature: [Signature]

Print Name: Alix Duggins

Date: January 23, 2010
The crew contract above was signed by the following individuals:

1. Allie Kenyon, Producer. 01/23/10
2. Anne Marie Coar, Production Assistant. 02/02/10
3. Ariel Castro, 2nd Unit Camera Assistant. 02/25/12
4. Rebecca Kenyon, Associate Producer, Environmental Impact Coordinator, Production Designer. 01/24/10
5. Brittney Hazboun, Pre-Production Coordinator. 01/24/10
6. Chelsy Barwick, Art Department Production Assistant. 01/24/10
7. Christina Santa Cruz, Associate Producer. 01/24/10
8. Daniel Brown, Editor. 02/24/12
9. Georginia Hurge, Pre-Production Coordinator. 01/24/10
10. Jared Melman, Camera Assistant. 01/25/10
11. Jeff Davis, Production Assistant. 02/23/10
12. John Heppe, Best Boy, Still Photographer. 01/24/10
13. Julian Rodriguez, 2nd Unit Director of Photography. 02/25/12
14. Marco Cordero, Gaffer. 01/25/10
15. Marty Palumbo, Production Assistant. 01/28/10
16. Megan McGraw, 2nd Assistant Director. 02/03/10
17. Meghan Lyons, Art Department Consultant. 02/22/10
18. Meredith Kaulfers, Production Manager. 01/25/10
19. Nick Secoolish, Production Manager. 02/23/10
20. Ryan Pomeranz, Director, Writer, Producer. 02/01/10
21. Sara Englehardt, Graphic Designer. 02/05/10
22. Scott Uhlfelder, Director of Photography. 02/05/10
23. Steve Tucker, Associate Producer, Sound Mixer. 01/23/10
24. Tony Annone, Office Production Assistant. 01/24/10
25. Tyler Justice, Office Production Assistant. 01/24/10
APPENDIX J: SAMPLE CAST CONTRACT
ACTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of (date) January 25, 2010, by and between the Production Company Moving Picture Party, LLC, (hereinafter "Producer"), and Kevin Labson (hereinafter "Player").

A. Producer intends to produce a motion picture (hereinafter the "Picture") based upon that certain screenplay tentatively entitled "Theodore is Dying" (hereinafter the "Screenplay").

B. Producer wishes to utilize the services of Player in connection with the Picture upon the terms and conditions herein contained.

ACCORDINGLY, IT IS AGREED AS FOLLOWS:

1. PHOTOPLAY, ROLE, SALARY AND GUARANTEE: Producer hereby engages Player to render services as such in the role of Clair, in the Screenplay, at the salary of $5,000. Player accepts such engagement upon the terms herein specified.

2. START DATE: Principal Photography of the Picture shall commence on or about February 17, 2010 but no later than March 12, 2010. The Start Date shall be automatically extended without notice for a period equal to the duration of any default, disability and/or force majeure (as such terms are defined below and regardless of whether Player's services are suspended therefore), or due to any location requirements, director and/or cast unavailability, weather conditions, and/or other similar contingencies.

3. PLAYER'S ADDRESS: All notices which the Producer is required or may desire to give to the Player may be given either by mailing the same addressed to the Player at the address listed at the end of this agreement, or such notice may be given to the Player personally, either orally or in writing.

4. PLAYER’S TELEPHONE: The Player must keep the Producer's casting office or the assistant director of said photoplay advised as to where the Player may be reached by telephone without unreasonable delay. The current telephone number of the Player is listed at the end of this agreement.

5. FURNISHING OF WARDROBE: The Player agrees to furnish all modern wardrobe and wearing apparel reasonably necessary for the portrayal of said role. When Player furnishes any wardrobe, Player shall receive a reasonable cleaning allowance and reimbursement for any soiled or damaged clothes.

   Number of outfits furnished by Player: 2

6. NEXT STARTING DATE: The starting date of Player's next engagement is: unknown, non-exclusive agreement

7. NON-UNION PICTURE: Producer makes the material representation that it is not a signatory to the Screen Actors Guild collective bargaining agreement or any other union or guild agreement. Player warrants that Player is not a member of any union or guild, memberships in which would prevent Player from working in this picture.

8. Exclusivity: Player's services hereunder shall be non-exclusive first priority during the Pre-Production, exclusive during Production Periods, and non-exclusive, but on a first-priority basis, during the Post-Production Period.
9. Retakes and Other Additional Services: During and after the Term, Player shall render such services as Producer may desire in producing retakes, added scenes, transparencies, close-ups, sound track (including dubbing and looping), process shots, trick shots and trailers for changes in and foreign versions of the Picture. Compensation for such additional services shall be payable pursuant to Paragraph 1 of the principal agreement; provided, however, that no compensation shall be payable for such additional services to the extent they are rendered during any period for which Producer is otherwise obligated to pay or has paid Player compensation, or is entitled to Player's services without compensation.

10. Nights, Weekends, Holidays, Work Time: No increased or additional compensation shall accrue or be payable to Player for services rendered by Player at night or on weekends or holidays, or after the expiration of any number of hours of service in any period.

11. CREDIT: There shall be no obligation to accord Player credit in paid advertising and/or publicity, although Producer may from time to time elect, in its sole discretion, to accord Player such credit. Producer shall accord Player customary shared screen credit.

12. RIGHTS: Player grants, and Producer shall have, the perpetual and universal right to photograph and re-photograph Player (still and moving) and to record and re-record, double and dub Player's voice and performances, by any present or future methods or means and to use and authorize others to use Player's name, voice and likeness for and in connection with the Picture, the soundtrack (including a soundtrack album), trailers, and documentary and/or "making of" pictures, and all advertising (including Player's name and likeness on sleeves, jackets and other packaging for soundtrack albums, video cassettes, videodiscs, written publications and the like), merchandising, commercial tie-ups, publicity, and other means of exploitation of any and all rights pertaining to the Picture and any element thereof. Producer shall own all results and proceeds of Player's services hereunder, including the copyrights thereof, and as such owner shall have the right (among all other rights of ownership): (i) to include such results and proceeds in the Picture and in advertising and publicity relating to the Picture, (ii) to reproduce such results and proceeds by any present or future means, (iii) to combine such results and proceeds with photographs and recordings made by others for use in the Picture, (iv) to exhibit and perform such results and proceeds in theaters, on the radio and television, and in or by any other present or future media, for profit and otherwise, and for commercial or non-commercial purposes and purposes of trade, and (v) to license and assign its rights to any other person or producer. Without in any way limiting the foregoing, the results and proceeds of Player's services hereunder include any and all material, words, writings, ideas, "gags", dialogue, melody and lyrics composed, submitted or interpolated by Player in connection with the preparation or production of the Picture (hereinafter referred to as "material"). All said material, the copyright therein, and all renewals, extensions or reversions of copyright now or hereafter provided, shall automatically become the property of Producer, which shall be deemed the author thereof, it being agreed and acknowledged that all of the results and proceeds of Player's services hereunder are a specially ordered and commissioned "work made for hire" within the meaning of the 1976 Copyright Act for the compensation provided in the Principal Agreement. Player hereby expressly waives and relinquishes any moral rights or "droit morale" in and to any material created by or contributed to the Picture by Player including all of Player's performance.

13. FORCE MAJEURE: As used herein the term "force majeure" means epidemic, act of God, strike, lockout, labor condition, unavailability of materials, transportation, power or other commodity, delay of common carrier, civil disturbance, riot, war or armed conflict (whether or not there has been an official declaration of war), the enactment of any law, the issuance of any executive or judicial order or decree, breach of contract by, or disability of, the Producer, Director, other principal cast member, breach of contract by a financier or completion guarantor, or other similar occurrence beyond the control of Producer, which causes an interruption of or materially hampers or materially interferes with the production of the Picture.
14. INSURANCE: Player warrants that to the best of Player's knowledge Player is in good health and has no condition which would prevent Producer from obtaining life, health, accident, cast or other insurance covering Player at premium rates normal to Player's age and sex, without any unusual exclusion or limitation of liability on the part of the insurer.

15. ASSIGNMENT: Producer shall have the right to assign this Agreement and any of the rights granted herein, in whole or in part, to any person, firm, corporation or entity, and nothing contained herein shall imply anything to the contrary. Upon the assignee's assumption of the obligations of Producer with respect to the rights so assigned, Producer shall be relieved of all such obligations. Producer shall also have the right to lend the services of Player to any person, firm or corporation which is a subsidiary, parent or affiliate of Producer or the successor to Producer by a merger or by a transfer of substantially all of Producer's assets hereunder. In the event of any such lending, Player agrees to render his services to the best of his ability to the person, firm, or corporation to whom his services are loaned hereunder. Player may not assign Player's rights or obligations hereunder.

16. MERCHANDISING: Producer is also granted the further exclusive right and license, but only in connection with the role portrayed by Player in the film to use and to license the use of Player's name, sobriquet, photograph, likeness, caricature and/or signature (collectively referred to herein as "name and likeness") in and in connection with any merchandising and/or publishing undertakings.

17. INCLUSIVE PAYMENTS: All payments to Player hereunder shall be deemed to be equitable and inclusive remuneration for all services rendered by Player in connection with the Picture and to be paid by way of a complete buy-out of all rights granted to Producer hereunder and no further sums shall be payable to Player by Producer by reason of the exploitation of the Picture and all results and proceeds of Player's services hereunder in any and all media throughout the universe pursuant to any collective bargaining agreement, if any, or otherwise, by way of residuals, repeat fees, pension contributions, or any other monies whatsoever.
18. ARBITRATION: Any controversy or claim arising out of or relating to this agreement or any breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association; and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to reimbursement for costs and reasonable attorney’s fees. The determination of the arbitrator in such proceeding shall be final, binding and non-appealable. In the event of any breach by the Producer of this Agreement, the Player shall be limited to the Player’s remedy at law for damages, if any, and shall not have the right to terminate or rescind this Agreement or to enjoin or restrain in any way the production, distribution, advertising or exploitation of the Picture.

19. EMPLOYMENT ELIGIBILITY: All of Producer’s obligations herein are expressly conditioned upon Performer’s completion, to Producer’s satisfaction, of the I-9 form (Employee Eligibility Verification Form), and upon Performer’s submission to Producer of original documents satisfactory to demonstrate Performer’s employment eligibility.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

AGREED TO AND ACCEPTED:

Date:

“Player” (please print name) 

Guardian of “Player” (please print name)

“Player” or guardian signature:

Player address:

Player Phone number:

Production Company: Moving Picture Party, LLC

Prod. Co. Representative: (please print): Allie Keryon

Prod. Co. Representative Signature:
The cast contract above was signed by the following individuals:

1. Carolina Barros, Huggy's Friend #1. 02/25/12
2. Chelsy Barwick, Pilgrim Patty. 02/25/12
3. Danila James, Waiter. 01/27/10
4. Grace Gawthrop, Darlene. 01/25/10
5. Jeff Musillo, Dennis. 01/27/10
6. Jena Miller, 01/02/10
7. Katherine Waddell, Renee. 01/23/10
8. Kathleen Godwin, Sydney. 03/06/10
9. KK Gordon, Newspaper Boss. 02/26/10
10. Lauren Darby, Utility Company Receptionist. 03/12/10
11. Liz Douglas, Renee’s Mom. 01/26/10
12. Michael Robert Young, Dan. 02/01/10
13. Paul O'Brien, Bartender. 01/28/10
14. Stephy Piedras, Huggy’s Friend #2. 02/25/12
LOCATION AGREEMENT

Film  Theodore is Dying

Production Company  Moving Picture Party

Address  

Phone Number  

Set(s)  INT./EXT. CABIN #1 & #2

Scene Number(s)  132-3, 135, 140-2, 144, 146, 149, 151, 155

Cabin #1: 12-18, 38, 47, 117-120, 122,

Cabin #2: 24-7, 39, 63-4, 75-6, 115-6, 130,

1134, 135, 138, 156, 158, 160

Date of Agreement  2/14/2010

TO WHOM IT MAY CONCERN:

1. I, the undersigned owner or agent, whichever is applicable, hereby irrevocably grants to Moving Picture Party ("Producer"), and its agents, employees, contractors and suppliers, the right to enter and remain upon and use the property, both real and personal, located at, the "Property"), including without limitation, all interior and exterior areas, buildings and other structures of the Property, and owner's name, logo, trademark, service mark and/or slogan, and any other identifying features associated therewith or which appear in, on or about the Property, for the purpose of photographing (including without limitation by means of motion picture, still or videotape photography) said premises, sets and structures and/or recording sound in connection with the production, exhibition, advertising and exploitation of the University of Central Florida Feature Film, tentatively entitled Theodore is Dying (the 'Picture').

2. Producer may take possession of said premises commencing on or about March 1, 2, 3, 5 and 6, 2010 subject to change because of weather conditions or changes in production schedule, and continuing until the completion of all scenes and work required.

3. Producer may place all necessary facilities and equipment, including temporary sets, on the Property, and agrees to remove same after completion of work and leave the Property in as good condition as when received, reasonable wear and tear from uses permitted herein excepted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, must be replaced. In connection with the Picture, Producer may refer to the Property or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Property. Owner irrevocably grants to Producer and Producer's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate at or a portion of the Property and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the Picture, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing.

4. Producer agrees to use reasonable care to prevent damage to the Property, and will indemnify and hold Owner harmless from and against any claims or demands arising out of or based upon personal injuries, death or property damage (ordinary wear and tear excepted), suffered by such person(s) resulting directly from any act of negligence on Producer's part in connection with the work hereunder.

5. All rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by Producer and its successors, assigns and licensees, and neither Owner nor any tenant, or other party now or hereafter having an interest in said property, shall have any right of action against Producer or any other party arising out of any use of said still pictures, motion pictures, videotapes, photographs and or sound recordings, whether or not such use is or may claimed to be, defamatory, untrue or censurable in nature. In addition neither Owner nor any tenant, nor any other party now or hereafter having an interest in the Property, shall have any right of action, including, but not limited to, those based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights granted by Owner to Producer. If there is a breach by Producer hereunder, Owner shall be limited to an action at law for monetary damages. In no event shall Owner have the right to enjoin the development, production, distribution or exploitation of the Picture.
6. Force Majeure: If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Producer's control, Producer is unable to start work on the date designated above and/or work in progress is interrupted during use of the Property by Producer, then Producer shall have the right to use the Property at a later date to be mutually agreed upon and/or to extend the period set forth in Paragraph 2.

7. At any time within six (6) months from the date Producer completes its use of the Property hereunder, Producer may, upon not less than five (5) days prior written notice to Owner, reenter and use the Property for such period as may be reasonable necessary to photograph retakes, added scenes, etc. desired by Producer upon the same terms and conditions as contained in this agreement.

8. Owner warrants neither he or anyone acting for him, gave or agreed to give anything of value, except for use of the Property, to Producer or anyone associated with the production for using said Property as a shooting location.

9. Owner represents and warrants that he/she is the owner and/or authorized representative of the Property, and that Owner has the authority to grant Producer the permission and rights granted in this agreement, and that no one else's permission is required. If any question arises regarding Owner's authority to grant the permission and rights granted in this agreement, Owner agrees to indemnify Producer and assume responsibility for any loss and liability incurred as a result of its breach of the representation of authority contained in this paragraph, including reasonable attorneys' fees.

AGREED AND ACCEPTED:

Date: 2/14/2010

Production Company: Moving Picture Party

Prod. Company Rep Name: Alexander Kanzer
(Please print)

Prod. Company Rep Signature: [Signature]

Property Owner Name: Kenneth Foster

Property Owner Signature: [Signature]
The location agreement above was signed by the following individuals/establishments:

1. Chelsea Collins. Signed 02/14/10
2. Curry Donuts. Signed 01/25/10
3. Adam Zbegner. Signed 01/25/10
4. Judith Roth. Signed 02/24/10
5. Terry’s Diner. Signed 01/24/10
6. Faccia Luna. Signed 02/25/10
7. TNT Auto Sale. Signed 02/19/10
8. Lake Road Café. Signed 03/03/10
9. Schultzville Deli. Signed 01/25/10
10. Rocky’s. Signed 01/24/10
11. Rubando Realty. Signed 02/22/10
12. Matt Charnitski. Signed 02/22/10
13. Lackawanna County. Signed 01/19/10
14. Matt Suwak. Signed 02/22/10
APPENDIX L: SAMPLE SAG AGREEMENT
SCREEN ACTORS GUILD
EMPLOYMENT OF PERFORMER
FOR ULTRA LOW BUDGET FILM

PRODUCTION COMPANY Moving Picture Park
DATE 2/28/0

PRODUCTION TITLE Theophrastus is Dying

PERFORMER'S NAME Bob Waiz
START DATE 2/28/0

ADDRESS

ROLE Theophrastus
DAILY RATE $ 200

PERFORMER'S TELEPHONE NO. 212-555-1234
NUMBER OF DAYS GUARANTEED 10

1. Subject to SAG approval, the following shall apply to this employment:
   a) Weekend premiums are waived.
   b) Consecutive employment requirement is waived provided scheduling of calls is subject to
      Performer’s availability, except while on overnight locations.
   c) Daily overtime is payable at time and one-half. No work is permitted in excess of 12
      hours on any day.

2) The employment is subject to all of the provisions and conditions applicable to the employment of
   performers contained in or provided for in the Independent Producers' Ultra Low Budget Letter
   Agreement. Such Agreement is deemed incorporated herein.

3) Producer makes the material representation that either it is presently a signatory to the Screen Actors
   Guild collective bargaining agreement covering the employment contracted for herein, or, that the
   above referenced photoplay is covered by such collective bargaining agreement under the
   “Independent Production” provisions of the General Provisions of the Screen Actors Guild Codified
   Basic Agreement for Independent Producers.

4) Rights Granted. By payment of at least the minimum fees specified for this employment, Producer
   obtains all theatrical rights.

5) Employment status. The performer engaged by this contract is considered an employee, not an
   independent contractor. As such, the compensation due the performer is subject to income tax
   withholding, social security and disability deductions. The performer is entitled to Unemployment
   Insurance coverage.

PRODUCER

BY

PERFORMER

BY

SOCIAL SECURITY # 212-555-1234

THE PERFORMER MAY NOT WAIVE ANY PROVISION OF THIS CONTRACT WITHOUT THE
PRIOR WRITTEN CONSENT OF SCREEN ACTORS GUILD.
The SAG contract above was signed by the following performers:

1. J. Center, Donald/Huggy. 03/09/10
2. Joe Osheroff, Seth. 03/02/10
3. Hollis Witherspoon, Laura. 02/19/10
Licensing Agreements go here.
APPENDIX N: ATMOSPHERE RELEASE FORMS
Ladies and Gentlemen:

In consideration of payment to me of the sum of $_____, receipt of which is hereby acknowledged, I, undersigned, hereby grant permission to Moving Picture Party ("Producer") to photograph me and to record my voice, performances, poses, acts, plays and appearances, and use my picture, photograph, silhouette and other reproductions of my physical likeness and sound as part of the tentative title ________ (the "Picture") and the unlimited distribution, advertising, promotion, exhibition and exploitation of the Picture by any method or device now known or hereafter devised in which the same may be used, and/or incorporated and/or exhibited and/or exploited.

I agree that I will not assert or maintain against you, your successors, assigns and licensees, any claim, action, suit or demand of any kind or nature whatsoever, including but not limited to, those grounded upon invasion of privacy, rights of publicity or other civil rights, or for any other reason in connection with your authorized use of my physical likeness and sound in the Picture as herein provided. I hereby release you, your successors, assigns and licensees, and each of them, from and against any and all claims, liabilities, demands, actions, causes of action(s), costs and expenses whatsoever, at law or in equity, known or unknown, anticipated or unanticipated, which I ever had, now have, or may, shall or hereafter have by reason, matter, cause or thing arising out of your use as herein provided.

I affirm that neither I, nor anyone acting for me, gave or agreed to give anything of value to any of your employees or any representative of any television network, motion picture studio or production entity for arranging my appearance on the Picture.

I have read the foregoing and fully understand the meaning and effect thereof and, intending to be legally bound, I have signed this release.

Dated 2/27/10

[Signature]

If a minor, Guardian’s Signature

[Signature]

Please Print Name

Miller

Address

80 Box 282 Lake Whipple, PA 15015

[Signature]

Social Security or Federal ID Number

N/A

Phone No.

570-778-3485

By [Signature]
The atmosphere release above was signed by the following individuals:

1. Amie Hartsgrove. Signed 03/13/10
2. Christopher Ganze. Signed 02/25/12
3. Jeffrey Proof. Signed 03/08/10
5. Paul Hurst. Signed 3/13/10
6. Sophie Pomeranz. Signed 1/28/10
APPENDIX O: PERMITS
SPECIAL PERFORMANCE PERMIT

For employment of minors under 18 years of age in public performance.

This permit to employ the minor(s) listed below is issued on the representations made in the application and other available information.

Pursuant to Section 7.1 of the Pennsylvania Child Labor Law, Act No. 494, approved August 23, 1961, Permission is hereby granted to:

Moving Picture Party
458 Kehoe Blvd., Orlando, FL 32825

To Employ: Name of Minor(s): Katherine Grace Waddell

Name of Production: "Theodore is Dying"

- NOT VALID:
  - After 11:30 p.m.
  - At any place where liquor is sold or dispensed
  - For more than two (2) performances in any one day or more than eight (8) in any one week
  - For any performance or exhibition hazardous to safety and well-being
  - For rehearsals in excess of eight (8) hours per day
  - For any film and television productions, no minor may be allowed on a set during, or may otherwise watch, the filming or rehearsal for filming of any sexual act.
  - If revoked for failure to make adequate provision for the minor's educational instruction, supervision, health, and welfare; and the safeguarding of the minor's earnings.

Approved:

A. Robert Risaliti Director,
Bureau of Labor Law Compliance

February 16, 2010
APPENDIX P: SAMPLE INSURANCE CERTIFICATE
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Art's Entertainment Insurance LLC
PO Box 1048, 259 Humphrey Street
Marblehead, MA 01945
Phone No. (781) 639-2723
Fax No. (781) 639-2844

**INSURED**
Moving Picture Party, LLC

**INSURERS AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>Insurer</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>EFM - Empire Fire and Marine Insurance Company</td>
<td></td>
</tr>
<tr>
<td>MCC - Maryland Casualty Company</td>
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</table>

**COVERAGES**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued, or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>Carrier</th>
<th>Policy Number</th>
<th>Policy Effective Date (MM/DD/YYYY)</th>
<th>Policy Expiration Date (MM/DD/YYYY)</th>
<th>Limits</th>
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<td>GENERAL LIABILITY</td>
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<td>03/17/2010</td>
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<td>OCCUR</td>
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<td>GEN. AGGREGATE LIMIT APPLIES PER POLICY</td>
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<td>EXCESS/UMBRELLA LIABILITY</td>
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<td>OCCUR</td>
<td>CLAIMS MADE</td>
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<td>LIMITATION</td>
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<td>MCG - Maryland Casualty Company</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<tr>
<td>5yrs.</td>
<td>EXCEPTED</td>
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<tr>
<td>EXCEPTED</td>
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<tr>
<td>Proof of Workers Compensation Insurance only.</td>
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<tr>
<td>EFM</td>
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<tr>
<td>OTHER</td>
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</tr>
<tr>
<td>Inland Marine</td>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Certificate Holder is named as an Additional Insured and Loss Payee as their interests may appear.

<table>
<thead>
<tr>
<th>Coverage Location</th>
<th>Production</th>
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<tbody>
<tr>
<td>United States &amp; Canada</td>
<td>Theodore is Dying</td>
</tr>
</tbody>
</table>

All coverages expire at 12:01 a.m., Standard Time.

**CERTIFICATE HOLDER**

Hollywood Rentals

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 1 days written notice to the certificate holder named to the left, but failure to so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative

ACORD 25 (2001/08) © ACORD CORPORATION 1988

This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

304
### ADDITIONAL COVERAGE DETAILS

**INSURED:** Moving Picture Party, LLC

The following is attached to and made part of certificate

<table>
<thead>
<tr>
<th>Policy Details</th>
<th>Coverage</th>
<th>Limit</th>
<th>Deductible</th>
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<tr>
<td><strong>Inland Marine</strong></td>
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<tr>
<td>Company:</td>
<td>Empire Fire and Marine Insurance Company</td>
<td></td>
<td></td>
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<td>Policy Number:</td>
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<td></td>
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<td><em>Period:</em></td>
<td>02/15/2010 - 03/17/2010: 30 Day(s)</td>
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<td></td>
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<td>Miscellaneous Rented Equipment</td>
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<td>1,500</td>
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<tr>
<td>Props, Sets &amp; Wardrobes</td>
<td>25,000</td>
<td>1,500</td>
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<tr>
<td>Negative Film or Videotape</td>
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<td></td>
</tr>
<tr>
<td>Faulty Stock, Camera &amp; Processing</td>
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<tr>
<td>Extra Expense</td>
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<td>Third Party Property Damage</td>
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<td>Hired/Non-Owned Physical Damage-Aggregate</td>
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<td>Hired/Non-Owned Physical Damage-Per Vehicle</td>
<td>125,000</td>
<td>10% of loss, $2,500 minimum, $7,500 maximum</td>
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<tr>
<td>Terrorism</td>
<td>Included</td>
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</tr>
</tbody>
</table>

*All coverages expire at 12:01 a.m. Standard Time.*

Coverage is not afforded for stunts & pyrotechnics except for those declared, scheduled and accepted by the insurance company(s).

For a complete listing of coverages, terms, conditions and exclusions, please view your policy.
Insurance certificates like the above were issued to the following individuals and establishments:

1. Adam Zbegner. Issued 01/27/10
2. Robert Walz. Issued 02/15/10
3. Brian Deutsch. Issued 02/08/10
4. Matt Charnitski. Issued 01/27/10
5. Chelsea Collins. Issued 01/27/10
6. Curry Donuts. Issued 01/27/10
7. Harmonic Distortion. Issued 02/08/10
8. Ken Foster. Issued 02/14/10
9. Lackawanna County. Issued 01/28/10
10. Rubando Realty. Issued 02/15/10
11. Morgan Highway Auto. Issued 02/15/10
12. Mulberry Towers. Issued 01/27/10
13. Rocky’s. Issued 01/27/10
14. Schultzville Deli. Issued 01/27/10
15. Terry’s Diner. Issued 01/27/10
16. Scranton Times-Tribune. Issued 01/27/10
17. TNT Auto Sales. Issued 02/19/10
APPENDIX Q: EQUIPMENT RENTAL CONTRACTS
**RENTAL**

<table>
<thead>
<tr>
<th>Description</th>
<th>From</th>
<th>To</th>
<th>Qty.</th>
<th>Price</th>
<th>Weekly Disc. %</th>
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<tr>
<td>2K BABY DOOR 4-WAY MOLE</td>
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<td>03/17/2010</td>
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<td>1.000</td>
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<tr>
<td>FULL SINGLE 9&quot;</td>
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<td>03/17/2010</td>
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<td>1.000</td>
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<td>ARRRI TUNGSTEN KIT</td>
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### RENTAL

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<th>D/W</th>
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**WEEKLY TOTAL:** 351.60

**PERIOD TOTAL:** 1,406.40
APPENDIX R: INDEPENDENT CONTRACTORS’ AGREEMENTS
SERVICES PROVIDER AGREEMENT

This will confirm the Agreement made between Motion Picture Party, LLC, a Florida limited liability company ("Producer") and HD Production ("Services Provider") beginning as of January 23, 2010.

Services Provider shall provide the following services in connection with the production of the film titled “Theodore is Dying” (the “Production”) designated below:

1. Title of Production: “Theodore is Dying”

2. Description of Production: Full length film


4. Place of Production: Scranton, Pennsylvania and its surrounding areas and counties.

5. Services to be Provided: Services Provider shall provide the services for the Production as described in Exhibit “A” attached hereto and made a part hereof (the “Services”).

6. Compensation: Subject to Services Provider’s performance of all Services hereunder, Services Provider shall be entitled to receive the following compensation through March 20, 2010:

   (a) A deferment of zero dollars ($0), payable pro rata with any other such deferments out of the first net profits, if any, of the Production and any ancillary products thereof, licensing rights, programming rights and sale of interest in thereof derived from the Production, after gross revenues of Thirty-Five Thousand Dollars ($35,000.00) have been realized.

   (b) Twelve percent (12%) of One hundred percent (100%) of the “gross revenues”, payable pro rata with any other such deferments out of the first gross revenues, if any, of the Production.

   (c) For purposes of this paragraph, “gross revenues” shall be defined, computed, accounted for and paid in accordance with generally accepted industry practices. Gross revenues shall be defined no less favorably to Services Provider than to any other participant in the gross revenues, including any definition of gross revenues applicable to Producer and the owners thereof.

Such contingent compensation, however, shall vest only to the extent of the actual Services provided by Services Provider, and shall only be owed and payable to services Provider through March 14, 2010; provided, that no contingent compensation shall be due Services Provider in the event of a material default by Services Provider under this Agreement.
7. **Use and Accounting.** Statements for gross revenues shall be issued quarterly from the date of this Agreement and the amounts owing to Services Provider shall be paid to Services Provider within thirty (30) days after the end of each such calendar quarter. If Services Provider shall request statements more frequently, then Services Provider may do so, but at the expense of Services Provider for the costs involved in creating such statements.

8. **Credit:** So long as Services Provider satisfactorily performs the Services hereunder, Services Provider shall be entitled to a screen credit, the size and placement of which shall be subject to Producer’s sole discretion, which credit may be shared with third parties designated by Producer. Services Provider has the option to decline screen credit by written notice to Provider.

9. **Assignment:** Producer may transfer and assign this Agreement of all of its rights hereunder to any third party, but no such assignment shall relieve Producer of its executory obligations hereunder. Services Provider shall not assign or transfer this Agreement or any of its rights hereunder (except the right to receive monies) without Producer’s prior written consent, which consent shall be in Producer’s sole and absolute discretion.

10. **Ownership:** Services Provider agrees that all performances, creative works, ideas, know-how, processes, information, drawings, documents, designs, models, inventions, copyrightable material and other tangible and intangible materials filmed, videotaped, authored, prepared, created, made, delivered, conceived or reduced to practice, or recorded, in whole or in part, by Services Provider in the course of providing the Services (collectively, the "Works"), are the sole and exclusive property of Producer and shall be considered works made for hire. In the event any such Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Services Provider hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such Works to Producer, including, without limitation, all copyrights, patent rights, trade secrets, trademarks, moral rights and all other applicable proprietary and intellectual property rights. If Services Provider has any rights to the Works that cannot be assigned to Producer in accordance with the foregoing, Services Provider unconditionally and irrevocably: (1) waives the enforcement of such rights; and (2) grants to Producer during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, royalty-free license to reproduce, create derivative works of, distribute, publicly perform and publicly display such Works, by all means now known or later developed, with the right to sublicense such rights through multiple levels of sub-licensees. Services Provider agrees to render all reasonably required assistance to Producer to protect Producer’s rights herein above described. In the event that Producer is unable to secure Services Provider’s signature on any documents deemed necessary by Producer to carry out the purposes of this paragraph, Services Provider hereby irrevocably designates and appoints Producer or its designee(s) as Services Provider’s agent and attorney-in-fact, which appointment is coupled with an interest, to act for and in Services Provider’s behalf to execute, verify and file any such documents.

11. **Representations and Warranties:** Services Provider represents and warrants that all
material of any kind authored, written, prepared, composed, and/or submitted by Services Provider hereunder for or to Producer shall be wholly original with Services Provider, and shall not infringe or violate the right of privacy of, or constitute libel against, or violate any copyright of any person, firm or corporation. Producer, its successors, assignees and licensees, shall have the right to use the performance and the results and proceeds of the Services provided under this Agreement and all material provided under this Agreement.

12. **Indemnity**: Services Provider hereby indemnifies Producer, its successors, assigns, licensees, officers and employees, and holds it harmless from and against any and all liability losses, damages and expense (including reasonable attorneys fee and costs) arising out of the use of any materials furnished by Services Provider for the Production or any breach by Services Provider of any warranty or agreement made by Services Provider hereunder. Producer hereby indemnifies Services Provider, its successors, assigns, licensees, officers and employees, and holds each harmless from and against any and all liability, losses, damages and expenses (including reasonable attorney’s fees and costs) arising out of any breach by Producer of any warranty made by Producer hereunder.

13. **Non-Union**: Services Provider warrants that Services Provider is not a member of any union or guild, or is waiving such membership right, which membership would prevent Services Provider from working on the Production.

14. **Employment Eligibility**: All of Services Provider's obligations herein are expressly conditioned upon Services Provider's disclosure, to Producer's satisfaction, of a U.S. Driver's License and/or Social Security Number.

15. **Force Majeure or Other**: The Services, the payment and accrual of compensation hereunder and the running of any periods herein provided for shall be suspended without notice during any periods that:

   (a) Services Provider does not render Services hereunder for any reason; or

   (b) The Production is prevented, interrupted or delayed because of force majeure events, or by reason of death, illness, injury, incapacity or breach of an executive producer or the director.

16. **Miscellaneous**: Services Provider shall not disclose the terms of this Agreement or any confidential or proprietary materials which Services Provider is provided or to which Services Provider gains access. All payments to Services Provider hereunder shall be deemed to be equitable and inclusive remuneration for all Services rendered by Services Provider in connection with the Production as a complete buy-out of all rights granted to Producer hereunder and no further sums shall be payable to Services Provider due to the exploitation of the Production in any and all media throughout the universe by way of residuals, repeat fees or pension contributions under any applicable collective bargaining agreement. Services Provider shall not be entitled to any additional compensation hereunder unless such compensation is expressly set forth herein. Services Provider shall not have the right to enjoin or prohibit the exhibition, distribution or exploitation of the
Production and Services Provider’s sole remedy in case of breach or alleged breach shall be an action for damages. Producer and Services Provider agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida as if this Agreement were executed and performed fully in Florida, regardless of where execution and performance hereunder may actually occur. Producer and Services Provider agree that any dispute or controversy relating to any of the matters referred to in this Agreement shall be determined by the State or Federal courts located in Orange County, Florida and all such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. Upon execution, this Agreement shall constitute the entire agreement between the parties.

MOVING PICTURE PARTY, LLC
a Florida limited liability company

By: ___________________________

Alexandra Kenyon

Its: Managing Member

AGREED AND ACCEPTED:

_______________________________

Stephen Fink
Managing member Harmonic Distortion Productions LLC
EXHIBIT “A”

Camera Package:
(1) Sony PMW-EX3
(1) Letus Extreme 35mm Adaptor
(1) 7” HD monitor W/ Accessories
(2) 32g Cards
(2) 8g SxS Cards
(3) Batteries
(1) Monfroto Tripod w/Bogen Fluid Head

Audio:
(5) Sennhieser Eo3 Wireless Series:
(5) Body Pack Transmitter
(5) Body Pack Reciever
(5) XLR Wireless Mount
(5) Sen Lavaliere MIC
(1) Sound Tech 6 Chan. Audio Mixer
(1) Sennhiser M9 Boom Mic
(1) Boom Pole
(4) 25’ xlr cables

**All accessories and Adaptors

Power:
(10) 25’ Stinger Extention Cords
(5) 15’ Quad Box
(1) 10kw Generac Generator (80 amps Continuous)
(3) 20 amp Circuit
(1) 30 amp Circuit (2 15amp breakout)

Lighting:
(1) Lowel DP Light Kit
(2) 1kw Open Faced Par w/barn door, scrim kit
(2) 750w Tota Light
(1) 1kw Chimerra
(5) lighting Stands
(4) Baby Stands

Additional:
(1) 2004 Jeep Liberty
(1) 16’ Trailer (part time availability)
(1) 17” Macbook Pro
EXHIBIT “A” – ctd.

Staff:
*Stephen Tucker (Sound Recordist/Assoc Producer)
*Max Brownstein (Boom Operator/Asst. Steve)
David Romberg (Assoc Producer)
Karl Rieders (Assoc Producer)

*on set working during shoot

Pre-Production:
Harmonic Distortion will provide assistance with casting, crew, equipment rentals, any other needs as specified by producers.
COMPOSER AGREEMENT

This “Agreement” entered into as of this day, February 12, 2012, between Moving Picture Party, LLC (“Company”) located at: 219 NW 12th Ave. #611 Miami, Florida 33128 and Jason Kupfer (“Artist”), located at: 62 W. Colonial Dr. Suite 201, Orlando, Florida 32801.

The parties hereby agree as follows:

1) Services
Artist shall prepare a musical composition for Company. Artist shall perform other reasonable duties as customarily performed and attributed to artists for the composition of music for a film Company intends to use the composition in a motion picture with the working title *Theodore is Dying*.

2) Term
The “Term” shall commence on the last signature under the Execution section of the Agreement and shall continue until completion of all services as required under the Agreement.

3) Compensation
a) Artist shall be compensated a flat fee in the amount of $1 (one dollar) be paid upon execution of the Agreement.
In addition to the aforementioned flat fee, Artist shall be entitled to an additional deferred payment of $5,000 for services rendered to the Company. This deferment shall be payable after gross revenues of at least Thirty-Five Thousand Dollars ($35,000) plus 10% have been realized and money received by the company for the film has been applied to payment of all outstanding accounts payable for the production and distribution of the film until paid in full, next to the repayment to the investors of the entire amounts of their contributions actually expended for the production and distribution of the film.

4) Expenses
If Artist incurs expenses as a result of necessary activities associated with services for Company required for fulfillment of services, Company agrees, in addition to other monies paid to Artist, to provide Artist reimbursement for all reasonable expenses incurred by Artist, presented to Company with supporting documentation within 60 days of incurring the expense.

5) Exclusivity:
Artist’s services will be rendered on a non-exclusive basis as when and where required by Company.
6) Publicity
a) Any publicity, paid advertisements, press notices or other information with respect to the Film will be under the sole control of Company. Therefore, Artist, his/her agents or representatives, or any of them, will not issue or consent to and/or authorize any person or entity to release such information without the express prior written approval of Company. Any violation of this paragraph shall be considered a material breach of this agreement.
b) Artist hereby grants Company the right during the Term of this Agreement, to issue and authorize publicity, paid advertisements, press notices and other information concerning Artist.

7) Name and Likeness
Artist hereby grants to Company the perpetual right to use, and license others to use, Artist’s name, approved likeness, biography, voice and other sound effects in connection with the rights granted by Artist hereunder, the Film based upon or utilizing Artist’s services or musical compositions hereunder and/or in connection with any exploitation or publicizing of such services, compositions or Film.

8) Rights
a) Artist acknowledges that all or any portion of Artist’s services, musical compositions, procedures, ideas and performance, of every kind rendered pursuant to this Agreement (“Work”), and the results, and proceeds thereof, including Artist’s appearance hereunder as well as each and every work or procedure that Artist shall write, perform, conceive or compose during the Term of this Agreement in the performance of services in connection with the Film, shall from the moment of creation constitute works made for hire for Company as defined in sections 101 and 201 of the copyright Act of 1976, Title 17, United States Code, including without limitation, Work specifically commissioned by Company for use as part of an audiovisual work and/or supplementary work.

b) Company shall have the right, but not the duty, to use, adapt and change the Work or any part thereof, and to combine the same with other work of Artist’s or others, and
to vend, copy, publish, reproduce, record, transmit, telecast by radio, film or television, perform, photograph with or without sound, and to communicate the same by any means now known or hereafter devised, either publicly or otherwise, and for profit, or otherwise, throughout the world in perpetuity.

9) Limitations on Authority
Artist shall not employ any person to serve in any capacity, or contract for the purchase or renting of any article or material, nor make any agreement committing Company to pay any sum of money for any reason whatsoever connection with Artist’s services hereunder, or otherwise, without the express prior written consent of a duly authorized officer of Company.

12) Relationship of Parties
The parties hereto are entering into this Agreement as independent contractors, and no partnership or joint venture or other association shall be deemed created by this Agreement.

10) Screen Credit
a) Artist shall receive credit as Artist substantially as follows: “Original Music by” or “Composed by” or “Musical Score by” in the opening and closing credits. Size, type, style, placement and duration shall be determined by Company.
b) Artist and shall be given the above credits only in the event that the Film is produced and in the event of any inadvertent error with either credit, Artist is not entitled to any injunctive relief.

11) Artistic Control
Company maintains all artistic control over the Film throughout the entire course of the production.

12) Representations and Warranties
a) Artist hereby warrants and represents that he/she will not violate any law, regulation or contractual obligation by entering into this Agreement, and that he/she is free to enter into this Agreement, is not subject to any obligation or disability and has not made or will not make any grant or assignment which can, will or reasonably might prevent or materially interfere with the full performance of his/her exclusive obligations hereunder.
b) Artist warrants and represents that all Compositions written or composed by Artist hereunder shall be Artist’s original work. Artist further warrants and represents that to the best of Artist’s knowledge after diligent investigation, such Composition(s), and Company’s use thereof, shall not infringe upon or violate the right of privacy of, or constitute a libel or slander against, or violate any common law rights or any other rights of any person or entity.
a) Artist hereby agrees to indemnify and hold harmless Company, it’s successors,
transferees, assignees and licensees, and the respective agents from and against any and all damages, costs, expenses, liabilities, claims and causes of action in any way arising by reason of the breach by Artist of any warranty or representation hereunder or any other provision in this Agreement, including, without limitation, reasonable outside attorneys fees and costs in the defense and disposition of such matters, and any claim for any compensation by Artist.

b) Company shall defend and indemnify Artist from and against all judgments, damages, costs and expenses, including reasonable outside attorneys fees and court costs, arising out of material assigned and/or supplied to Artist by Company, material altered or added by Company, and/or Company’s development, production, distribution or exploitation of any film produced hereunder.

13) Remedies
a) Artist’s services to be furnished and the rights herein granted to Company are of a unique character of such value that the loss of these services could not adequately be compensated in damages in an action at law, and a breach by Artist of any material provision hereunder will cause irreparable injury. Artist, therefore, expressly agrees that Company shall be entitled to seek equitable relief by way of a temporary restraining order, preliminary or permanent injunction or otherwise to prevent the breach of this Agreement and to secure its enforcement.

b) The sole right of Artist as to any breach or alleged breach by Company shall be the recovery of money damages, and the rights herein granted by Artist shall not terminate by reason of such breach or alleged breach.

14) Termination for Cause
Company shall have the right to terminate this Agreement and Artist’s services if, Company in good faith belief, based on the facts then available to Company, Artist has engaged in any of the following conduct a) fraud, misappropriation or embezzlement of funds; b) willful disregard of instructions, applicable company policies, regulations or procedures of which Artist was or should have been aware; or c) gross misconduct. Termination under this provision shall be effective immediately upon receipt of notice by Artist.

15) Incapacity
If Artist suffers incapacity, Company may suspend Artist’s services during the duration of such incapacity and be relieved of its obligations to pay Artist for each day Artist is under such incapacity. “Incapacity” as used herein, shall include, without limitation, and physical or mental disability rendering Artist unable to perform any or all of Artist’s obligations hereunder. This Agreement shall automatically terminate in the event of Artist’s death and Company may terminate this Agreement in the event Artist’s incapacity extends beyond fourteen (14) consecutive days or three (3) weeks in the aggregate during the Term of this Agreement.
a) If Artist refuses or neglects to perform any of Artist’s obligations hereunder to the best of his ability, for any reason other than incapacity, Artist shall be in “default” of this Agreement. If Artist refuses or states that Artist will refuse to comply with any of his obligations hereunder, such refusal or statement may be treated by Company as an immediate default, regardless if the time for performance of such obligation or obligations has arrived.

b) Company may suspend this Agreement as to compensation while such default continues and during the week after Artist serves a written notice upon Company stating that they are ready willing and able to resume full performance. Company may terminate this Agreement immediately at any time during the period Artist is in default or within a reasonable time thereafter. Company’s obligations or guarantees to pay Artist for Artist’s services shall be reduced by the number of days affected by such default.

16) Force Majeure

a) “Force majeure events” include, without limitation, the passage and/or enforcement of a statute, law, ordinance, regulation, order, judgment, or decree, whether legislative, executive, or judicial and whether or not valid; an act of God including, without limitation, earthquake, flood, or fire; epidemic; accident; explosion; casualty; lock-out, boycott or other labor controversy; riot; civil disturbance; war or armed conflict; invasion; occupation; intervention of military forces; an act of a public enemy; embargo; delay of a common carrier; changed economic conditions; inability without fault on Company’s part to obtain sufficient material, labor, transportation, power or other essential commodity required in the course of production of the film; and any events beyond Company’s control which restricts, prevents or in Company’s good faith opinion materially interferes with the orderly or economically efficient production or distribution of the film, or which otherwise adversely affect a substantial part of Company’s business.

b) If, during the time Artist is obligated to furnish Artist’s services to Company hereunder, Company is, by reason of “force majeure event(s)”, restricted in or prevented from producing the film and/or in using Artist’s services, Company may suspend this Agreement as to services and compensation while such event(s) continue. Company may also elect, from time to time during the continuance of such for majeure event(s) or within a reasonable time thereafter, to continue such suspension or to terminate this Agreement. Such suspensions may occur more than once during any force majeure event. At Company’s election, Company’s obligations or guarantees to pay Artist may be reduced by the number of days affected by such force majeure event(s).

c) In the event any force majeure suspension hereunder extends beyond sixty (60) consecutive days, Artist may terminate this Agreement upon one (1) week prior written notice to Company, however, Company shall have the right to retain Artist’s services herein if Company restores Artist’s compensation for the period commencing.
within one (1) week notice period. Company does not represent or warrant any obligation to make Film, release Film or use services of Artist.

17) Assignability
This Agreement is exclusive to the services of Artist hereunder and not assignable for the personal services of Artist to anyone else.

18) No Authority to Bind
Artist has no authority to bind Company in any third party agreements or any other agreements unless a prior agreement has been made with Company in writing.

19) Additional Provisions
a) Voluntary Agreement: Artist represents and warrants that he/she has entered into this Agreement freely and voluntarily without any duress, coercion or undue influence.

b) Choice of Law and Submission to Jurisdiction: This Agreement shall be governed by applicable federal law and by the laws of the State of Florida. Artist and Company hereby submit and consent to the jurisdiction of the state and federal courts located in Florida and stipulate that such courts are convenient for the resolution of any disputes relating to this Agreement or the formation, interpretation or breach hereof.

c) Paragraph Headings: Paragraph headings contained in this Agreement are for convenience and shall not be considered for any purpose in construing this Agreement.

d) Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or seven (7) days after being sent by first-class registered or certified mail, return receipt requested, to the party for which intended at its or his or her address set forth in this Agreement or to such other address as either party may hereafter specify by similar notice to the other. If the date for the exercise of an option or a date on which a notice must be received falls on a weekend or a legal holiday, the date shall be deemed extended through the close of the next business day thereafter.

e) Ambiguities: This Agreement shall be deemed to have been drafted by all the parties hereto, since all parties had the opportunity to review and agree thereto and no ambiguity shall be resolved against any party by virtue of its participation in drafting of this Agreement.

f) Attorneys or Agents Fees: The fees, expenses and commissions of any attorney, accountant, agent or manager employed, retained or consulted by Artist shall be borne solely by Artist.

g) Agreement Copies: This Agreement may be manufactured, or executed in as many copies or counterparts and are all one in the same Agreement and are executed.

20) Entire Agreement
a) This Agreement cancels and supersedes all prior negotiations and understandings between Company, and Artist relating hereto. No officer, employee or representative of Company has any authority or make any representation or promise not contained in this Agreement and Artist expressly represents and warrants that Artist has not executed this Agreement in reliance on any such representation or promise.
b) Should any provision of this agreement be invalidated for any reason, such invalidation shall have no effect on the remainder of the Agreement and the Agreement shall remain in full force and effect.

21) Agreement must be Signed
This Agreement is not valid or binding unless and until in writing signed by a duly authorized officer of Company. No amendment, modification, extension, release, discharge or waiver of this Agreement, or of any provision hereof, shall be valid or binding unless in writing signed, in the case of Company, by a duly authorized officer of Company, or in the case of Artist, by Artist. No oral agreement shall be binding on Company unless and until reduced to writing and signed by a duly authorized officer of Company.

22) Commencement of Agreement
This Agreement shall commence upon the date of execution, and all parties intend to be bound throughout the Term of the Agreement.

MOVING PICTURE PARTY, LLC
A Florida limited liability company

By: Alexandra Kenyon

As a managing member

AGREED AND ACCEPTED
“Artist”

Jason Kupfer

DIGITALLY SIGNED ON 2/12/12

As an individual
APPENDIX S: LAWYER CONTRACT
November 19, 2008

Via Email: ryan.ceri@gmail.com

Mr. Ryan Pomeranz
1020 Alba Drive
Orlando, Florida 32804

Dear Mr. Pomeranz:

We appreciate your consideration of this firm for the purpose of providing legal services to you for your film project “Theodore is Dying.” The legal services will include the creation of an LLC production company, and all production contract work, communications (telephone and email) and meetings necessary to assist you through the production of the film. This letter will confirm the terms and conditions under which the Law Offices of Lawrence H. Haber, P.A. ("the firm"), upon receipt of a fully signed copy of this letter agreement and the initial retainer described below, will undertake representation for these matters.

In order to retain this firm’s services for the work outlined in the preceding paragraph a retainer of $5,000.00 will be required. We reserve the right to increase the amount of the retainer if you request additional services beyond those outlined above. Bills are due ten (10) days after receipt and are subject to an interest charge of 1% per month if not timely paid. You agree to pay reasonable attorney’s fees and costs for any amounts which would be subject to collection proceedings, and venue for any legal action shall be in Orange County, Florida.

Every effort will be made to provide you with prompt and efficient services, and to keep you fully informed of the efforts made on your behalf. To help you keep pace with the firm’s services and progress, the firm’s statements will provide descriptions of services rendered and you will be provided with copies of documents generated during the course of our representation.

We are looking forward to working with you in this matter. Please return an executed copy of this Agreement with a check for the retainer referenced above. Alternatively, you can wire transfer the funds, and we also accept MasterCard, Visa, Discover Card and American Express for payment of legal services. If you would like to pay the retainer by credit card, please complete the information below, sign a copy of this letter in both places indicated, and return it to us by scanning and emailing this letter to us, or by fax or mail. Upon receipt of these items we will commence the work requested on your behalf.
If you have any questions concerning this, please call me.

Sincerely yours,

Lawrence H. Haber

Lawrence H. Haber

CONFIRMATION AND ACCEPTANCE

I have read, understood and agreed to the terms of this Agreement. I acknowledge that I have been advised that in entering into this Agreement, I have the right to seek independent counsel and have either sought such counsel or have intelligently and knowingly decided not to seek such independent counsel. Dated this ____, day of ______, 2008.

Ryan Pomeranz, individually

Please charge my:

MasterCard _____  VISA _____  Discover Card _____  American Express _____

Total amount to be charged $ ______________

Cardholder Name – (as it appears on your card) Please Print __________________________

Card Number __________________________

Expiration Date ____________  Signature ________________________________