Gutter King

Keith Morris
University of Central Florida

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GUTTER KING

by

KEITH ALAN MORRIS
B.A. Kalamazoo College, 1994

A thesis submitted in partial fulfillment of the requirements
for the degree of Masters of Fine Arts, Entrepreneurial Digital Cinema Track
in the Department of Film
in the College of Arts and Humanities
at the University of Central Florida
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Major Professor: Robert Jones
ABSTRACT

“Gutter King” had a threefold purpose: to create a feature film using limited resources, to make the film bridge the gap between a defined artistic aesthetic and its broader distribution goals, and to make the film entertaining to its target market of 14-24 year old males. The methods used: exploiting new digital technology, using a limited workforce (crew), and implementing a planned improvisational structure.
This thesis is dedicated to my wife Kendra.
ACKNOWLEDGMENTS

I would also like to acknowledge Bob Jones, Steve Schlow, Patty Hurter, Natalie Underberg, Ula Stoeckl, Shannon Lacek, and Randy Finch for their support, as well as Matthew Hutchens, Joel Szymanowski, Melissa Conrad, Walter Marshall, Devin Shayla, and Gregory Kerrick for their tireless efforts.
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CHAPTER ONE: INTRODUCTION

My intentions for “Gutter King” were to create a feature film using very limited resources, and to make the film have a defined artistic aesthetic while still being entertaining to its target market, thus reach its broad-market distribution goals. The methods: exploiting new digital technology, using a limited workforce, and implementing a planned improvisational structure. In this filmmaker’s statement, I will address the intellectual, formal, and artistic problems encountered and any solutions that emerged. I will also address how the overall experience has helped define my voice as a filmmaker.

Development and Preproduction

The road to making “Gutter King” was a long one. I wrote four completely different scripts in this program, and ultimately picked “Gutter King” as the best and most logical one to make on a severely limited budget. The first draft of “Gutter King” had eleven major speaking roles, over 75 extras, an intense amount of action, a rigid formalist structure, and a very large location list. The script was quickly labeled far too ambitious, and after much thought and UCF guidance, I decided to do a major rewrite. I wrote for what I immediately had available: my house, a handful of actors, and a small crew. In the end, a legitimate, completely workable feature-length plan was created--and I was able to make the film on a budget that was a small fraction of the size of other films, because there was nothing in the script that I didn’t think I could actually shoot. Before principal photography began, I shot test action sequences to be sure that they would look believable. These test shoots, in
turn, led me to discover a great group of new collaborators that I could add to my core crew, which took the pressure off making a feature film with a lot of action in it—a genre far outside of my comfort zone. Of all the components, getting the key talent—both in front of the camera and behind—to believe in this micro-budget project and to participate in it fulltime was most important to the successful completion of the film. I wanted to make a personal story—one so personal that I struggled a lot while trying to write it in metaphor for a larger audience. Ultimately, making the film was a very cathartic experience. In the telling of the story, I tried to convey the deep hurts I suffered as a sensitive, artistic boy thrust into a sports-only environment.

The real story behind the film is very simple: My father always pitted me against his friend’s sons in martial arts and sports. If my adversaries and I weren’t physically duking it out, we were verbally being “reminded” of the other kid’s superiority by our fathers. We were characters in the film—“The Pitbull”, “The Beast”, “The Piranha”, “Will” the fist-fighting lead, “Paul” the bad guy—we were all of them—wounded kids who fought for love and affection.

Like Will, I don’t condemn my father for trying to toughen me up. My father thought it would help me survive a tough world. He never wanted me to be a poor, struggling artist, and pushed me toward traditional, safe careers by comparing me to what he thought were true achievers, truly well-rounded All-American boys who played sports and were the captains of their teams. He wanted to be proud of his awkward, artsy preteen and make me into something different. And I got into it, fighting three times a week in martial arts and getting a black belt. I enjoyed getting
hit. They called me the Raging Bull. No matter how hard I got hit by guys twice my size, I always kept charging. The film is a metaphor for my story—one of a father betraying a son and a boy learning to love himself. Frequently I was challenged—why not tell it exactly how it happened? As an emerging filmmaker, deep down I know that I am still learning my limits, and before I tell the raw story on film exactly as it happened, I want to wait to become a better filmmaker.

The father character Bob (played by Casey Clark) represents not only my father but my martial arts instructor as well, who trained me three to five times a week--from seventh grade until my senior year. Unlike Gutter King’s bare-fisted brawls, our tournaments were structured, but the sheer terror of them (mixed with humor) hopefully comes through in the rawness of the fight scenes. Paul was a combination of the worst parts of my older (and only) sister, who always despised me as a child, as siblings sometimes do. Also, the bullies Joe Pengalo and Julian Pope were characters based on real bullies from my childhood. BeBe represented the pure side of Will--she had scars just like him because she was him. And, ultimately, he was trying to love himself by helping her.

I knew the challenge of telling Will’s journey--and this mindset--from my youth in an entertaining way would be a daunting one, and so I was very selective during casting. Choosing the main players who could act and also be convincingly physical became a long and brutal process. I narrowed down each main role to three finalists and we significantly promoted all of them online. We had multiple callbacks, with each step a more pressure-soaked affair than the last, and we even put the boys in the ring to see if they could throw a punch like a boxer, not an actor. We
also brought in ten makeup artists to see how well the actors looked with makeovers (The ten makeup artists were also competing for the main makeup position). We chose this competitive format for cast and crew to test how well we would all work together and to make people work for their job so they would appreciate it more. I knew that we would be working very closely together over the next few months, and it really created a bond between us all. Ultimately, it became this great buzz builder, and we even had potential actors surprise us by coming in from all over the country to sneak into auditions. After three months of this process and a long scouting process in New York and Los Angeles, we decided on Zeb Halsell from Texas and Erica Ramirez from Orlando, who joined our old friend Casey Clark from New York as our leads. The chosen actors felt, ultimately, like they really earned their role, tightening their emotional connection to the film early on, and making the shoot a very positive experience.

Production and Postproduction

We as independent filmmakers with little money need to ask ourselves what do we really need to make a movie? We need a camera and sound. That’s it. Filmmaker Robert Rodriguez once said: “Why do I need 100 people standing around watching me work?” I’ve always believed this. Likewise, I don’t hold the belief that people that come onboard my project are doing me a favor. (I have a camera. I have sound.) Instead, I believe in helping people help themselves. A tight, connected, busy crew of only five to seven people are not mere employees--they are true collaborators all trying to build something great together. The film benefited from
such a happy crew of collaborators and, from a technical standpoint, it was easy to make. The people making the film benefited even more. By getting a feature film under our belt, with the assistance of the university faculty, it helps us all as emerging filmmakers.

I knew, being a filmmaker with only two minor features beneath my belt, I would make plenty of mistakes. Flow, young actors, lighting, shooting on location with lots of traffic noise, combining my artistic tendencies with a movie made for the largest audience possible--anything could trip me up. And so I planned my whole production around the idea that we might not get it right the first time. I told the cast and crew before we began that there would be two stages during principal photography. One: shooting to script. Two: shooting improvisational scenes. The script was always meant to be seen as just an outline, not the gospel. This took an amazing amount of pressure off the young actors and they gave us much more natural performances, mostly because they were picked because they so closely resembled their characters already: My male lead had been a former “endangered runaway” after ten years of an abusive father. My lead actress was recovering from depression and serious amounts of self-injury. Also, by owning the Red One digital cinema camera, by shooting cheap, fast, but always in control, I knew I could shoot it until I got it right, significantly increasing my chances of getting distribution.

To complete the film’s principal photography with such a small crew, the communication process needed to work seamlessly, and it didn’t always. I am a fine artist and designer by day, and artists tend to work alone. Trying to be a collaborative filmmaker, I overly-focused on the crew, and the young actors
struggled at times because I moved too fast for them. I chose a handheld approach, and the teen actors especially were challenged to “read my mind” sometimes because we moved along so quickly through the shot list. Many times, I caught myself having to slow down and slowly explain what I wanted and, at times, it frustrated the leads—and me. Granted, being able to move so fast is a great problem to have. But sometimes the actors didn’t know what was next because my Director of Photography and I really synced and were able to constantly move at a breakneck pace. I never expected a DP to match my pace—his lighting setups happened so quickly that I was in awe—both at his work and how little light the Red camera needed. We shot nearly every night exterior with existing light, one soft fluorescent, and bounceboard light for a natural look. (Early on, we chose locations based on available light, and that one choice helped us move very, very fast.) For the improvisational scenes, I fed the actors lines on the fly. They picked up on it quickly. As an artist whose last film was very formalist, with every camera shot locked down on a tripod, the handheld approach was very freeing and the shots were more dynamic because of it.

After screening the original rough cut, I got vital feedback that the film dragged a bit, so I decided to move in a more kinetic, action-oriented direction to reach my ultimate goal: distribution. I also wanted to move toward focusing more on Will living his own story, and less on Paul, who was just a tool of Bob, the true antagonist. And so, where art and commerce meet, Gutter King’s fine cut has now become both an art film and an action movie made for a 14-year-old in Iowa—the original target market (and Hollywood’s). That is, I have one story of an outsider
trying to fit in, someone who so desperately wants a home and someone to love him-
-all told in a quiet, thoughtful way--and I have a fists-flying urban adventure. In this
attempt to have the film move more quickly than in the rough cut, the “flow” of the
film has suffered in the fine cut. I learned that nailing transitional flow in a feature is
difficult, painstaking process for me, especially in a film that is both an art film and
an action film. I still hope to improve this grave situation.

I always knew I wanted it to be “Mametian”--a move away from
sentimentalism. After test screening the rough cut, receiving feedback, and making
ruthless edits for the fine cut, some--not all--older audience members struggled to
make an emotional connection with the characters. They wanted back story, a more-
defined character arc, and more pronounced lessons learned. If I was going to tell a
traditional story, I needed to make it more traditional. I still struggle with this
mindset. I want the film to be a moment in time, where the lesson learned is
something as simple as how to survive--how to give people what they want for a
short time because you know you have a different path. I made it about a boy with
no back story because I wanted to see if the audience could learn to care for a blank
slate based solely on his indomitable spirit, my favorite tenet of Tae Kwon Do. Will
is a person trapped in between youth and adulthood--someone who doesn’t know
who he is yet because he is still being formed, and I strongly felt that I should try to
capture his unease in the tone of the film. Luckily, as I test market the film to larger
audiences, this is where the structure of Gutter King’s overall planning and method
helps me. I still own the film, and I still own the camera. I look forward to tinkering
with it in the months ahead.
And so, if I could tell future filmmakers how to make their first feature film (or their third), I would say, simply, this: Refuse to turn on the “money hose.” Just refuse to spend money. Absolutely refuse to. You’re going to have to spend some, and with this mindset, it will keep your spending at a minimum. We budgeted only $100/day for food and incidentals for cast and crew. My mom cooked the meals and made a feast every day. Also, try to make the smallest film possible, and use the smallest crew possible. Our cast and crew all lived together in one house--my house. Finally, have the fewest locations possible. A majority of our film was shot on one location--that same house--or in the surrounding neighborhood to save on fuel and company moves. Work with what you have available to you--your house, your friends, your own money. You’ll be a lot more cautious with your own money and your cast and crew will respect that you are the one funding the project. Until you’ve made ten films--unless you’re Spielberg and have the work to prove it--don’t waste other people’s money learning. It does you a disservice. Instead, have a long-term plan. Focus on finding good talent. Audition for no less than three months. Work tirelessly on the script and show it to people. Even if you can expand your two person film shot in one room--because of connections, your ability to motivate, or that you think it would add to the story--don’t.

Along the way, you’ll find what the film needs. And you’ll get it. Eventually.
CHAPTER TWO: PICTURE

Figure 1. Joe Pengalo (Guiseppe Bhageri) in the opening shot from the movie. (Scene 2)

Figure 2. Lead character Will (Zeb Halsell) points at Paul (off camera) as the cameras roll behind him during the final brawl. (Scene 60)
Figure 3. Will (Zeb Halsell) chokes The Beast (Darryl Baldwin) during the pub brawl. (Added Scene)

Figure 4. Will (Zeb Halsell) gives his money to the bet taker as the Pitbull prepares to fight him during the steel mill brawl. (Added Scene)
Figure 5. Steel Mill activity before the brawl.

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Figure 19. Paul (Blake Logan) asks Will why he let him beat him up. (Scene 36)

Figure 20. Will (Zeb Halsell) fights the Piranha. (Added Scene)
Figure 21. Someone from the crowd hits Will (Zeb Halsell) with a beer bottle during the Junkyard Saloon brawl. (Added Scene)

Figure 22. Will (Zeb Halsell) wonders if Bob has betrayed him. (Scene 60)
CHAPTER THREE: RESEARCH MATERIALS

Screenplay

The following is the shooting screenplay for Gutter King. The script was seen as an outline that the cast and crew initially adhered to. After “shooting to script,” each day we added an element of improvisation to garner more natural performances from our young actors, thus, some elements that are in the film may not be in the actual shooting script.
GUTTER KING

by
Keith Alan Morris

A Screenplay

WGA Reg. No.153933
84pp

Current Revisions by
Morris, 6th Draft. 3-1-08

UFO TECH
804 W. SMITH ST.
917.701.7163
KM9000@GMAIL.COM
A mix of incessant tribal drums and various jungle animals.

1950’s. Scratchy. Drive-in quality sound. (music continues)

FADE IN

TITLECARD:

PART I

In Which I Get Punched Repeatedly

EXT. PLAYGROUND - DAY.

POV of a hefty lad of 17 punching over and over toward (and just off) frame. The man-child beast looks angry, mean, and stupid, all rolled into one. He punches someone or something over and over. The beating is savage. As he coils back to punch again, the frame freezes.

WILL (V.O.)
Joe Pengalo broke his wrist and three fingers on my jaw, so I'm going to a new home today. Man, is he pissed.

CONTINUOUS:

We see Will (15), a young, street-tough boy in a torn t-shirt. He is a kid who would have a beautiful face—if he wasn’t at the other end of the punches. His teeth are covered in blood and he takes the punches, over and over. His head jerks back violently with every punch, but he comes back facing his adversary, grinning, as if he knows a secret. The punches continue over the narration and drums. We go back and forth from Joe to Will.

WILL (V.O.) (CONT'D)
The guidance counselor said I could send him back to the boy's home if I wanted to, but I said he could stay.

(MORE)

(CONTINUED)
Out in the waiting room he whispered that he was going to shove his cast up my ass, and I don't want any part of that.

EXT. CRAPPY OFFICE - DAY.
A shot of an ugly office building.

WILL (V.O.)
Right now I bet there’s a guy getting off work from his high-payin’ job.

Pan to the treetops and sky.

WILL (V.O.) (CONT'D)
He smells the jasmine in the air and remembers his summers at his grandpas, just for an instant. It makes him homesick I bet.

EXT. PLAYGROUND - DAY.
Will smiles a bloody smile.

EXT. LEE RD. ANTIQUE STORE - DAY.
A shot of an ugly antique store with too much signage.

WILL (V.O.)
Smells will do that to you. I bet there’s an old lady right now at a antique store smelling quilts, remembering something old-timey.
EXT. PLAYGROUND - DAY.

Joe Pengalo continues punching Will.

    JOE PENGALO
    Stay down!

Will is a little gaggier, but keeps coming back up, still with that smile on his face, though it’s fading.

    WILL (V.O.)
    Smells make you remember. Blood makes me remember.

A cracking sound is heard. Joe Pengalo drops Will and grabs his wrist.

    JOE PENGALO
    Aaaaargh!

Suddenly, Will comes alive. He punches Joe once in the nose, then reaches for and crumples Joe’s hand in his.

    JOE PENGALO (CONT'D)
    AAAAAH! Give! Give!

Will knows how to fight.

Dirty.

Will releases his hand and puts Joe in a quick headlock. He drops to the pavement, brutally smashing Joe’s face into the ground with all his weight.

Will hears SIRENS in the distance.

He gets up and runs.

    WILL (V.O.)
    I’ve been arrested five times. I never had a family. I live at a half-way house. I’m 15.

He moves like lightning, jumping through the playground equipment like a gymnast.

(CONTINUED)
He clears a car--just hops clear over it. The sound of FOOTSTEPS behind him. The SIREN wails, getting closer and closer. He looks over his shoulder in mid-stride.

In slo-mo now, we watch Will run in profile, closeup.

WILL (V.O.) (CONT'D)
That whole thing with Joe Pengalo wasn't my fault. My counselor says my face just gets in the way of other people's fists. He thinks that's funny.

He turns a corner and stops.

The camera moves from him to a wall.

He’s trapped.

CUT TO:

INT. JAC - JUVENILE ASSESSMENT CENTER - FL DEPT OF JUSTICE - 3 DAY.

The wall changes to a big metal door.

In same movement as before, PAN back to Will. He is in confinement now, his face bandaged up, hands behind his back, standing in the middle of the room, “at ease” style.

BOB O’ROURKE (40, balding, red hair, trim beard, very slight Brooklyn accent, toothpick) stands at the doorway, sizing up Will. He looks down the hallway, as if he’s got a secret as well.

BOB
(poker face)
--and are they taking care of you up in here?

Will is stone-faced and dismissive, as if he’s not listening and nothing can touch him.

Bob frowns.

(CONTINUED)
BOB (CONT'D)

Kid.

No answer. BOB sighs, leans against doorframe, genuinely perplexed. He puts his hands in his pockets.

BOB (CONT'D)

Eh, you act all tough, but I hear from the guards what goes on at nights in here.

Will gives him a little bit of eye contact for the first time, then back into tough guy mode.

BOB (CONT'D)

You a crybaby? All soft on the inside but too dumb to stay straight?

Will looks at the floor.

BOB (CONT'D)

(waves at him)
I don’t get this--this behavior.

Nothing.

BOB (CONT'D)

They tell me you were pretty much raised in this here cell. Is that true?

Will nods.

BOB (CONT'D)

Never been out of the system?

Will shakes his head no. Bob nods coolly.

Will doesn’t move. BOB begins to shuffle papers.

BOB (CONT'D)

You don’t know who I am, do you? I’m famous around these parts. Famous.
(no reaction)
(MORE)
I am the savior. The savior of runaway little boys.
(aside)
Boys who cry at night and piss themselves to sleep. Looks like I gotta get rubber mattresses for you.

Will looks up, then back down real fast, his wheels spinning.

BOB (CONT'D)
I got a deal for you. At the strong, strong opposition of about everyone in Orange County--I’ve decided--out of 2000 kids rotting away in here--to pick you.

Will looks up. His whole demeanor changes. There is a softness.

BOB (CONT'D)
Thought you might like that. A real house. In the ‘burbs. Hottie next door--big bucks, no whammies.

WILL
What do you want?

BOB
Just one thing. For you to change your evil ways.
(beat)
I only take the hardest cases.

Bob shuffles through papers, looking for something. Will says nothing but there is a sparkle in his eyes.

Bob looks up and catches Will’s reaction--just a small trace of a smile.

BOB (CONT'D)
You think you can make it work?

Will nods. Bob places papers on a desk.
BOB (CONT'D)
You’re gonna be a good boy.
(aside)
My island of misfit toys and pissy little boys.

He hands Will a pen.

CUT TO:

INT. BOB’S TRUCK - DAY.

BOB drives Will down the road. Will sits in the passenger seat and looks out the window. He only has one small bandage on his face now.

WILL (V.O.)
Me and my fat lip are on the highway now, all scrubbed and polished for my new daddy. I can't wear jeans to school, have long hair, cuss, or anything like that, this joker says.

BOB
The school is private, in the country--it’s mostly for either rich kids...or problem kids.

Will turns to the man and just looks at him blankly. Bob doesn’t flinch. He’s all very matter-of-fact.

BOB (CONT'D)
BeBe Jamison goes there already, your new next door neighbor. She's a year older, in tenth. She says she wants to find a rich kid to marry.
(beat)
Don’t get her pregnant.

Will looks out the window.
WILL (V.O.)
The guy who stole my girlfriend
goes there too. He's a piece of
work. I don't know what he looks
like for sure, but--
  (reflected in glass)
--I picture a big, tall dude, with
hairy forearms and a square jaw.
Someone who has that smile that
says, "I'm a handsome guy and you
darn well know it." A wooer of
women.

BOB
You’ll be roomies with Paul. He
promised he’ll be on his best
behavior.

Will turns on the radio. Bob turns it back off.

BOB (CONT'D)
Let me tell you something about
Paul. He’s a good kid...just
misunderstood.
  (he looks at Will)
Watch yourself--he’s wily, that
one.
  (to self mostly)
This little experiment will either
blow up entirely in my face or it
will be the greatest thing that
ever happened.

They turn a corner and go under a bridge. Bob pulls over.

BOB (CONT'D)
I want to show you something.

WILL
You’re not gonna start unzippin’
your pants--

Bob shakes his head no, and stares at him, speechless for the
first time.
BOB
Shit. I forgot to ask you if yer queer.

Will shakes his head no.

WILL
Hell no. Are...you--?

BOB
Do I sound like a fairy? The balls on you... Not that I’m against ‘em. The toughest chicks in my business are all dykes and I love ‘em. I teach tolerance under my roof for all that fucked up stuff.

(beat)
Effed up stuff, I mean. ‘Scuse my French. Fuck. Argh!

Bob shakes his head, mad at himself, and flips down his visor. Photos are rubber-banded in place. He pulls down the first one and hands it to Will. Bob has his arm around a boy who is definitely NOT smiling.

BOB (CONT'D)
He thought he was tough.

WILL
Is that Paul?

BOB
(shakes head no)
That’s Dan. I took him in when he was younger’n you.

Will takes a long hard look, then turns to BOB.

WILL
What happened to him?

BOB
He broke the one rule I have in my house--no fighting--and I kicked him to the curb.
Bob watches him closely for a reaction.
None.

WILL
Where’d he go?

BOB
(shrugs)
Not my problem.
(beat)
There’s no second chance with me, Will. No fighting in my house. It’s MY house!

Will thinks about it.

WILL
What about self defense?

BOB just looks at him, a little perturbed.

BOB
Here.

He pulls down the second one.

BOB (CONT'D)
This one, named Rich--I like that name--just graduated college, Chemistry. I paid for it. Do you know how much Kalamazoo College costs? A fuckload, ‘scuse my French. That’s how much.
(shakes head)
Looks alot like you, doesn’t he?

Will looks at the photo.

WILL
Why’d you pick me?

BOB, averting Will’s gaze, takes the photo back and looks at it.
BOB
Maybe I came up kinda like you guys did. Maybe I swore if I made it, I’d do my part.

WILL
Who’s that other guy?

He nods to the visor.

BOB
That’s Paul.

WILL
He looks familiar.

BOB
He came from juvie 3 years ago. You know him?

Will tries to place him, and looks away.

WILL
(nonchalant)
He looks like someone I met once.

BOB
Huh. Listen to ya. Too cool for school!
(stabs car into gear)
He’s a Senior. One more year and he’s off to college. Then you get me all to yourself. Lucky ’lil bastard!

He laughs good-naturedly.

TRANSITION TO:

5
EXT. HIGHWAY - DAY.

They drive past the sparkling downtown...
BOB
That’s where daddy works!

TRANSITION TO:

EXT. COLLEGE PARK - DAY.

...and into College Park. The neighborhood looks idyllic. Kids are playing, dogs are chasing balls in the park, dads push-mow their yards.

BOB
That guy owes me money.

TRANSITION TO:

EXT. O’ROURKE HOME - DAY.

They pull into the driveway. The house isn’t large, but it’s vintage, a 1920’s bungalow, white with green trim.

PAUL (17), a burly, handsome, taller teen comes out.

Bob hold his hands up between the two boys, as if he is about to conduct an orchestra.

He turns and gives Will a big hug. Will stiffens up immediately. It’s as if he’s never been hugged before. He gives Bob a gentle pat on the back in return.

BOB
This, Will, is called a man-hug.
We do them here.

As Bob is hugging him, Will looks up and Paul is sizing him up. A flash of recognition moves darkly across Paul’s face. Will squints, still trying to place him.

WILL
Hi.

Paul nods.

(CONTINUED)
BOB
This is Paul. Paul, Will.
(beat)
Paul?

PAUL
(as if reciting)
We’re so glad to have you. The
house isn’t much, but it’s vintage
1920’s--and we’re near downtown.
Actually, a couple blocks over it
is really dangerous, so be careful.

He stiffly motions toward the house.

PAUL (CONT’D)
Come, let me show you your room.
You’ll have to share, of course--

Will walks past him. Paul glares at him as he passes. From
offscreens, a hand appears and thwacks Paul in the back of the
head. Paul turns and BOB is glaring at him. Will is
entering the house, nearly out of earshot.

PAUL (CONT’D)
I know that kid. He’s bad news.

BOB
Yeah, so were you.

PAUL
No, I mean really bad news.

Will goes inside, deciding not to listen in.

BOB
I ask for the toughest, Paul.
Every time. I know everything
about him.

PAUL
Did you know he almost bit a kid’s
ear clear off?

BOB
Grab a suitcase.

(CONTINUED)
BOB takes a suitcase out of the trunk and walks indoors. Paul grabs a suitcase, drops it to the ground and stomps on it, trying to break anything he can.

CUT TO:

INT. BOB’S HOME OFFICE - NIGHT.

Nighttime. Bob sits down next to his laptop with coffee. His screen is on a YouTube link. He hits “Play.”

On it we see low-rez footage of one boy fighting off a group of boys. The boy’s face is obstructed. Bob squints and sees the video has garnered 8 million page views.

CUT TO:

INT. PAUL’S ROOM - NIGHT.

Paul’s head fills the frame. He is watching something closely, lower frame. He looks a bit menacing, hanging there.

Will opens his eyes, his head on his pillow. Paul is hanging above him, waiting patiently for him to wake up.

Paul says nothing. Will doesn’t act surprised or scared. It unnerves Paul. They sit there and look at each other for a moment, a bit of a staredown.

WILL
I remember you now.

PAUL
And I you.

WILL
How’s your teeth?

PAUL
You messed up my braces.

WILL
You started it.

(CONTINUED)
Moment of silence.

PAUL
We should...put the past behind us, if we’re going to make this work.

Will gives the faintest of nods, then rolls over. Paul, a bit miffed, sits there for a second, then returns to his bed, right across the small room. A full shot shows that their beds nearly touch.

The room is split down the middle. Tons of Paul’s stuff fills one side, covering every square inch of the walls and floor. The other side—Will’s—is bare except for his suitcases. Paul turns off a light.

The window’s light illuminates Will’s face.

WILL
You remember Stan Pittman?

PAUL
Yeah.

WILL
He got hit by a truck. Ran between two buses then POW! 'Massive Cranial Damage.'

MOS.

PAUL
So?

WILL
Flipped clear over a whole truck. I saw it happen. He looked like a pinwheel from the fair... 'Massive Cranial Damage.'

Paul rolls over, facing the wall.

WILL (CONT'D)
...He was my only real friend in Junior High.

(MORE)
And friends are hard to come by, especially in Junior High. He was the closest thing I had...to a brother.

Paul turns off his reading light. Will shuts his eyes.

CONTINUOUS:

DREAM SEQUENCE:

The blue lightbulb on the porch sizzles, making the filament inside it look like a glowing, pulsating worm.

WILL (V.O.) (CONT'D)
I dream of the rushing wind.

Will’s body rises from his bed. He drifts out the bedroom door and down the hallway, then right out the front door. He chooses a bike from one of the two on the porch. He opens the screen door, and the wind blows his hair.

CONTINUOUS:

EXT. COLLEGE PARK - NIGHT.

He races past cars in the night. Images flicker from his mind.

WILL (V.O.)
I dream of neighbor girls I’m not supposed to get pregnant.
(beat)
I dream of rushes. I dream of wet lips on girls.

CUT TO:

INT. BOB’S OFFICE - DAY.

Will watches a red-headed girl through venetian blinds. BEBE (16), a cute redhead, comes out of a small converted garage dressed in a field hockey uniform and gets in a car.

(CONTINUED)
PAUL
Dont mess with her. She’s white trash.

WILL
(to self)
Sweet.
(corrects self)
How can she be if she plays field hockey? That’s a yuppie sport.

PAUL
(sighs)
You mean “preppy” sport.

Will turns from peeking out BOB’s office window and stares at him glumly. Paul puts on his sport coat and grabs his bag.

WILL
Where are you going?

PAUL
I have a meeting.

WILL
Bob gave us a ton of stuff to do.

PAUL
I talked to “Robert” and he said to have you cover it. Do you have your list?

WILL
(wary)
Yeah...

PAUL
Here’s what else he needs done.

He tosses his list on the bed.

PAUL (CONT’D)
Don’t touch my stuff.

CUT TO:
INT. O’ROURKE HOME - DAY.

Will cleans the house top to bottom. He sees photos of Bob and Paul in Paris, the Yucatan, Africa, Ireland. Paul always has that smug grin on his face in each photo.

Will empties the trash bins in the boys’ bedroom. He notices a “Young Republicans” flyer on Paul’s nightstand.

He organizes the clothes drawers but stops short of touching Bob’s tighty-whiteys.

In the bottom drawer, he finds an old photo album. In it are tons of photos of Bob and a beautiful WOMAN, and Bob looks much younger and happier. In the back, he finds Bob’s treasure trove of photos of a young Bob in a Speedo and the woman in a bikini. He almost takes one of the woman for himself, but puts it back.

A CAR arrives next door.

Will scrambles to put the album back. He notices a nude photo of Bob at the bottom of the drawer and cringes. Then he sees one of the woman. On impulse, he grabs it and heads to the office window.

BeBe pulls up and gets out, still in her field hockey uniform, though now it is stained and her knees are dirty. She goes in her house. Will looks down at the photo of Bob and puts it in his back pocket.

He grabs his list of things to do. One of the items not crossed out:

“LEAVES”

CUT TO:

EXT. O’ROURKE BACKYARD - DAY.

Will peeks out from around the back corner of the house. No movement.

CUT TO:

(CONTINUED)
INT. GARAGE - DAY.

He unlocks the garage door and shoves it open. The old door slides along the pavement and he barely gets it propped opened.

EXT. O’ROURKE BACKYARD - DAY.

Will uses the cheap plug-in leaf blower to clear the leaves under the backyard trees. His cord gets tied up in the hammock and he struggles.

A PHONE rings. Out of view, Will hears BeBe let out a girl scream of happy surprise. She chats excitedly.

CUT TO:

INT./EXT. O’ROURKE GARAGE - DAY.

Will is inside the garage looking out through the old cracked garage door window. BeBe is on her cellphone while setting up blankets in the backyard, getting ready to sunbathe. Will wipes away his perspiration. The leaves sit half-finished in the backyard. He consults his list.

NOTE:

“ANCHOR HD ANTENNA”

He looks to the roof, then back to BeBe.

CUT TO:

EXT. O’ROURKE BACKYARD - DAY.

A big metal ladder is placed delicately on the roofline. Will climbs the ladder. BeBe hears him and sits up, covering her top with her shirt. She is still on her phone but silent.

BEBE
  (in receiver)
  Text me.

(CONTINUED)
CONTINUED:

She hangs up, looks toward Will and uncovers herself again, more at ease now.

CONTINUOUS:

EXT. O’ROURKE ROOF - DAY.

Will takes a quick glance at BeBe as he approaches the house’s peak and the HD antenna. He sees her watching him and she begins texting away. He drops down out of view and decides what to do. He looks over and assesses the HD antenna. In its current state, it is sadly bungee-corded to a small ventilation pipe. From there, the cable drapes awkwardly to the rain gutter. He stays crouched and follows it across the roof. He sees that it goes down the side of the house, through the porch’s side door, and in the house front door. A complete slap-dash affair from start to finish.

CUT TO:

EXT. O’ROURKE BACKYARD - DAY.

Will is on a lower roof closer to BeBe, drilling a hole into the trim. He attaches the HD antenna’s arm to it. BeBe is furiously texting.

TEXTS:

BEBE
(to friend)
“Not gonna work.”

FRIEND
“Y not?”

BEBE
“The trees. Gonna get a weak signal.”

Will hesitates.

(CONTINUED)
CONTINUED:

FRIEND
(to BeBe)
“Who R U, Bob Vila?”

BeBe laughs.

BEBE
“Hes hotter thn Paul.”

FRIEND
“Who is he?”

BEBE
“Repair guy?”

FRIEND
(mocks her)
“Obviously.”

BEBE
(still texting)
“Mayb 2 young.”

She giggles. Will squirms.

FRIEND
“Go see if he has a truck.”

BEBE
“K”

BeBe gets up and runs down her grass driveway and around the house. Will tries to watch where she goes, but she disappears under his roofline.

TEXT SENT:

BEBE (CONT’D)
“No truck. Fresh meat.”

Will looks around for BeBe. Eventually, he sees her. She backs into view near the front of her house, takes off her sunglasses and locks eyes with him.

He goes back to working.
EXT. O’ROURKE FRONT YARD - DAY.

Will mows the yard. BeBe grabs a towel, throw on shorts and hops on her bike. She takes off down the sidewalk. Will turns off the mower and grabs a bike from the porch.

CUT TO:

EXT. COLLEGE PARK - DAY.

He follows her from a safe distance, staying around corners until she turns, then pedals quickly, desperately, to catch up.

CUT TO:

EXT. COLLEGE PARK POOL - DAY.

BeBe arrives and enters the pool. Will watches BeBe from a safe distance across the road. She jumps off the diving board. She laughs and splashes the kids. Will follows her every movement.

A car honks. It startles him and he snaps out of his trance. He’s blocking a driveway.

He pedals home.

CUT TO:

EXT. O’ROURKE HOME - DAY.

Will arrives to Bob’s truck in the driveway. He races to the backyard.

Paul and Bob stand over the mower, the open garage door and the pile of leaves.

WILL
I’m really sorry.

PAUL
Where’d you go on my bike?

(CONTINUED)
WILL
For a ride.

BOB
That’s cool, but you can’t leave
the garage door open and the mower
out.

PAUL
And the leaves half-done.

BOB
(waves him off)
Hey.
(beat)
The yard looks great, Will.

A shot of a bald spot of “grass.” Paul seethes. Vines cover
the whole back of the house, totally out of control.

BOB (CONT'D)
I really appreciate what you and
Paul did today.
(Paul smiles)
Good job on the antenna. I don’t
know if it’s going to work there
though.

He walks off talking to himself.

BOB (CONT'D)
I think we can string the cable
through the old chimney if we’re
lucky...

Paul and BOB glare at each other.

BOB (CONT'D)
Tonight we celebrate Will’s
arrival.

CUT TO:
Paul puts a cigarette to his lips outside and prepares to light it. BOB and Will exit and BOB quickly takes the cigarette out of Paul’s mouth and puts his hand out to take the pack. Paul grudgingly obliges.

BOB
So did you meet the neighbors?

WILL
No.

PAUL
He saw BeBe. Through the blinds...

BOB
Heh heh.

PAUL
...like a perv.

BOB
Quit snitchin’, Paulie.
(to Will)
I got a thing for redheads too.

Will nods.

CONTINUOUS:

BOB is whacking a golf ball on a string on their makeshift driving range--an open spot of grass. Bob hits a beauty. The ball whizzes ahead and stops at the end of the rope, bouncing around dangerously. Paul, standing behind a tree at first, saunters in, gets the ball and returns it to the tee.

BOB
To the Japanese, seeing a redhead is like seeing an alien to us.

(MORE)
I’ve seen Jap guys literally throw themselves at redheads walking down the street.

(beat)
You gotta watch out for the pretty ones.

WILL
Why?

BOB
They’ll drive you crazy with jealousy. Its better to get a fat one.

(sings)
“If you wanna be happy for the rest of your life, get a fat girl and make her your wife.”

PAUL
That’s ridiculous.

He spanks one into the “stratosphere.” It almost reaches the fence.

WILL
That’s what I’ve heard actually.

BOB
Nobody will want her because she’s so fat...She’ll appreciate you...She’s probably a real good cook...She’ll keep you warm at night...

(Will is laughing now)
...AND...she’s too big to run away!

PAUL
(sarcastically)
You are so wise.

WILL
Why was your ex-wife so pretty then?
BOB
Ah, you seen pics, huh? Eh, it was the cross I bore.

(beat)
Sure you don’t wanna hit a few?

WILL
Naaahhh...

BOB
C’mon!

He waves BOB off.

WILL
I suck.

BOB
Your loss!

BOB makes his hips loosey-goosey and hits a wormburner.

BOB (CONT’D)
(faux pride)
Niiice!

Paul looks from Will to BOB and back. We can see all over his face that he doesn’t like that they’re bonding one bit.

BOB (CONT’D)
See, I did that on purpose so you wouldn’t feel awkward. Here.

He offers the tee to Will. Will accepts. As he’s teeing up, Paul notices the photo of the beautiful nude WOMAN sticking out a little bit from Will’s back pocket. He grabs it. Will freezes.

Paul looks at the photo. He is shocked, then laughs. He immediately turns to BOB.

BOB (CONT’D)
What?

Paul hesitates, his wheels spinning. He turns to Will who is frozen at first. Will steps toward him, then stops.
BOB (CONT'D)
Forget it. I don’t wanna know.
Give it back to him.

BOB turns his back to them and steps up to the tee. Paul almost gives the photo back, but at the last moment, pulls the photo away from Will and puts it in his own back pocket. BOB acts none the wiser.

CUT TO:

INT. O’ROURKE HOME - SUNSET.

The new family has lobster dinner together in their nice dining room. Definitely a woman’s touch. Bob is happy and laughs, but the boys are quiet and guarded, especially Paul.

CUT TO:

INT. PAULS ROOM - NIGHT.

Paul’s head fills the frame again. He is watching something closely, lower frame. He looks a bit menacing, hanging there.

Will opens his eyes, his head on his pillow. Paul is hanging above him, waiting patiently for him to wake up.

Paul says nothing. Will doesn’t act surprised or scared. Again. It unnerves Paul and he blinks. They sit there and look at each other for a moment, a bit of a staredown.

PAUL
You’re a little perv, aren’t you?

Will shakes his head no. Paul is very cold and impersonal. Very matter-of-fact.

PAUL (CONT'D)
At first, I was going to wait until you finished the yard, but I changed my mind. I want you out of here. Tonight.

Will shakes his head no.
PAUL (CONT'D)
There’s really no point in fighting about it. I have friends, you know. Friends you don’t want to meet.

WILL
I’m sorry I embarrassed you in Junior High.

PAUL
(laughs, then serious)
How about jerking off to Barbara! The photo is sticky.

WILL
It wasn’t me.

PAUL
The garage is comfortable if you so desire. Tomorrow morning when I wake up, I want you gone.

Paul sits there and thinks. Then he returns to his bed.

He turns off the light.

CUT TO:

EXT. O’ROURKE HOME - MORNING.

BOB is ready for work and talking to Will in the driveway.

BOB
I get off at 6 and we’ll go get your school books.

WILL
Where do you go?

BOB
To work! Just a shit job...
WILL
I’ll finish the leaves and trim the bushes.

BOB
Alright! Thanks, Will. Are you and Paul getting along okay?

WILL
Yeah, sure.

BOB
Sure means no.

WILL
No...He’s...okay.

BOB looks at him closely.

BOB
Tell him I said to help you with the yard work this time. Nothin’ gets past me. Nothin’. You guys could make a great team.

He drives off. Will walks toward the garage. He passes by a window and Paul moves the shades away and stares him down.

CUT TO:

INT. O’ROURKE GARAGE - DAY.

The garage is old, with dark brown panels and lawn and garden tools hanging precariously on the walls. The whole garage looks as if it could fall down at any moment, or eat a person alive. The walls lean at an odd angle, making the doors unaligned, adding to the funhouse effect.

Will scrapes one door open and pulls the bush trimmer from the wall in the dim light. He turns around and Paul is standing there right next to him. Will jumps, startled for the first time. Paul notices and smiles an evil smile.

PAUL
Cozy, isn’t it?
Will looks around and notices a big pair of shears on the wall.

PAUL (CONT'D)
(following his gaze)
Do it.

WILL
Whatever.

Will begins gathering the power cords.

PAUL
I’m outta here. A couple of friends and I are going to the beach. Tell BOB I went to the library.

Paul turns and exits. Will sees him ride off on his bike.

CUT TO:

EXT. O’ROURKE HOME - MORNING.

Two beautiful but overgrown rectangle bushes around 16 feet tall stand on opposite corners of the front of the house. Will drags out the big metal ladder and places it up against the house. He turns the loud trimmer on and trims three sides neatly, but can’t reach the top or the front of the bush from the metal lean-to ladder.

He pulls out a small, wooden, rickety A-frame ladder and places it in front. He slowly works his way up the ladder while trimming. Soon he is standing on the top of the wobbly ladder dangerously hovering above the pavement.

The cord is caught on something and he can’t get more slack. He pulls and pulls and almost falls. The ladder is just too unstable. He climbs down.

He steps back and surveys the situation. The top of the bush isn’t trimmed yet. He climbs onto the roof using the big ladder.

From above, he squats and leans off the tip of the roof, trying to get at the untrimmed area.

(CONTINUED)
He leans way out but the cord is just too heavy. He pulls more up and winds it around his arm to take the weight off.

He reaches waaaaaaaay out, just reaching the untrimmed area. Suddenly, the cord is pulled tight and he, in turn, is pulled off the roof.

He falls through the air and his body lands hard on the cement part of the driveway. The trimmer follows right behind him and lands on his head.

From above, we see that Will lays unconscious. His head could’ve landed on the green strip of grass that runs through the driveway, but it landed on the pavement.

From extreme closeup, we see blood trickle down Will’s face. In the distance, someone out of focus runs out of frame.

Fade out.

CUT TO:

EXT. O’ROURKE HOME - DAY.

Fade up.

A large open mouth out of focus.

Will blinks and squints as the sun shines on his face. We pull back and see his head is laying on a cute pair of legs tucked under him and folded Indian-style. The blood on his face is smeared.

The mouth pulls away and we see it is BeBe, blood smeared on her cheek. She wipes it away.

BEBE
I was giving you mouth-to-mouth--

WILL
I...just got the wind knocked out of me.

BEBE
--I thought that’s what you’re supposed to do.

(CONTINUED)
She takes a picture of him with her cellphone.

WILL
That’s for drowning.

He tries to get up. It doesn’t work.

BEBE
Just rest. You had a nasty fall. How’d it happen?

WILL
Someone yanked the cord.

BEBE
You’re lucky that thing didn’t saw your head off.

She nods to the trimmer beside them. With a second lunge, Will staggers up to his feet.

BEBE (CONT’D)
How’s your head?—Hey, where’re you going?

Will grabs a bicycle.

WILL
I know who did it.

He rides off.

CUT TO:

EXT. COLLEGE PARK - DAY.

Will is riding through the neighborhood on BOB’s Schwinn, looking at the bikes parked in driveways. BeBe rides up on BOB’s bike.

BEBE
Hey, you should go to a hospital!

He ignores her.
You probably have a concussion!
Will you stop for a moment?

Will turns a corner and tries to ride away from her. BeBe can’t keep up.

Hey, wait for me!

EXT. O’ROURKE HOUSE FRONT YARD - DAY.

BeBe comes around a corner. Will is sitting on the porch step. His bike is laying in the grass next to him. He looks angry.

She sits quietly beside him. They don’t speak. It’s a moment of youthful awkwardness.

They pull their bikes up onto the porch through the side door. BeBe returns to the steps and turns.

My name’s BeBe. What’s yours?

Will.

Are you the gardener?

(shakes head)
No. I...live here now.

And Paul doesn’t want you around.
(beat)
I get it. Don’t worry. He’s a freak.
(beat)
(MORE)
C’mon.  Let me take a closer look at that head.  My mom’s a nurse.

She holds her hand out.  Will doesn’t take it but follows her anyway.

CUT TO:

EXT. O’ROURKE BACKYARD - DAY.

They walk to the backyard.

BEBE
Sit there.  I’m not supposed to have boys in the house anymore.

Will sits in the hammock.

BEBE (CONT'D)
I’ll be right back.

CUT TO:

She returns with a wet cloth.  He is now laying in the hammock and his eyes are closed.

BEBE (CONT'D)
Wake up!  You’re not supposed to go to sleep if you have a concussion.

She sits next to him and dabs at his head.

WILL
You’re quite motherly.

BEBE
Shut up.

WILL
Sorry.

BEBE
I’ve had practice.  My dad used to beat up my mom.

WILL
Oh.

(CONTINUED)
BEBE
That's why we live in a garage.
   (beat)
He can't find us.

WILL
Did you call the police?  Get a
restraining order?

BEBE
We tried.  It didn't matter.  He's
sneaky.  Now hush.  I don't want to
talk about it.

A moment of silence passes between them.

She applies a bandage.

More silence.

BEBE (CONT'D)
An angel passed by.
   (explaining)
Awkward silence...

WILL
Sure.

Will looks at her.

WILL (V.O.) (CONT'D)
The sun is shining in my eyes, but
I keep looking at her anyway, like
I'm trying to imbed that memory in
my brain so that I'll never forget it.

CUT TO:
29  EXT. O’ROURKE ROOF - AFTERNOON.

Will sits on the roof like a sentry and watches down the road. Paul comes around a corner and Will backs out of sight.

CUT TO:

30  INT. PAUL’S ROOM - AFTERNOON.

A note is waiting on Paul’s pillow.

NOTE:

“I know you did it.”

Paul grimaces.

CUT TO:

31  EXT. O’ROURKE HOME - AFTERNOON.

Paul stomps out to the backyard.

PAUL
Will! Where are you?

Will comes from off-frame and grabs Paul, pinning him against a tree.

PAUL (CONT'D)
You’re crazy!

WILL
Try me.

PAUL
(waves letter)
What is this? Now you’re blaming me for something?

(CONTINUED)
WILL
Don’t play stupid. I’m on to you. I can make things look like accidents too.

Will shoves him and walks away.

CUT TO:

EXT. PUBLIX GROCERY - SUNSET.

Will and Bob exit, carrying bags.

BOB
We’re going to have to put you on an allowance.

WILL
I can get a job.

BOB
You’ll always be working the rest of your life. I got a job at 15 and regretted losing my Summer.

WILL
But you liked the money...

BOB
Money comes, money goes. I want to make sure you transition well first. Are you happy so far?

WILL
Yes.

BOB
Good. I’m proud of you. You did a good job around the house.

Will reddens.

BOB (CONT’D)
You probably haven’t been told that very often, huh?

(MORE)
BOB (CONT'D)
(he stops)
Look at me, Will.

He does.

BOB (CONT'D)
I’m proud of you.

He begins to well up out of the blue.

BOB (CONT'D)
I’m proud of you.

WILL
I like helping out.

BOB
When was the last time you kissed a girl?

WILL
This afternoon.

He begins walking again.

BOB
Player!  Well, aren’t you the little man?  You meet BeBe?

WILL
Yeah.

BOB
(smiles)
I bet you did.
 (beat)
You should join rugby.  I think she has a thing for rugby players.

WILL
She does?

BOB
All girls have a thing for rugby players.
   (she turns to him)
   (MORE)

(CONTINUED)
BOB (CONT'D)
Paul plays. I’ve seen her around, watching.

Will’s brow furrows. Bob notices.

WILL
I was wondering...Can I fix up that back office and make it a bedroom?

BOB
Hmmm...Let me think about it. There’s kinda only one way to get to it and its through my bedroom...

WILL
I know...

BOB
Maybe we could switch bedrooms...

WILL
No. I think you...would make a good buffer.

BOB
Aha.

WILL
I promise to never come through your room at night.

BOB
You wouldn’t have to do that.
(thinking)
But I am a light sleeper...

WILL
That’s okay.

BOB
No, I’ll do it. Well, let me think about it. Aw, shit. We forgot the pepper.

They have arrived at the house.
BOB (CONT'D)
I’ll get it tomorrow.

WILL
I’ll get it tomorrow.

CUT TO:

INT. PAUL’S ROOM - NIGHT.
Paul is reading in bed. Will changes into a t-shirt and shorts, then goes to the bathroom.

CUT TO:

EXT. HALLWAY - NIGHT.
Will returns to the room to find the door shut and locked. He sighs.

INT. LIVING ROOM - NIGHT.
Will makes a bed for himself on the couch.

CUT TO:

EXT. O’ROURKE HOME FRONT YARD - DAY.
Will picks weeds from the hedges in the front yard. BOB approaches him.

BOB
Okay, this is obsessive.

WILL
It’s no problem.

BOB
Why don’t you go ahead and move your stuff into the office.

WILL
Thanks.
BOB
Take all those tubs in there to the garage. We’ll sort it all out later. Make sure they stay sealed.

WILL
Okay.

Bob goes back inside.

CUT TO:

INT. HALLWAY - DAY.

Paul opens the bedroom door and BOB is standing there. He points his finger at him.

BOB
YOU--be nice. Or you know what.

Paul looks down. Bob walks away in a huff.

CUT TO:

BLACK.

That mix of incessant tribal drums and various jungle animals. 1950’s. Scratchy. Drive-in quality sound. (music continues)

FADE UP

TITLECARD:

PART II

In Which I Continue Getting Punched Repeatedly

EXT. PARKING LOT OF PUBLIX - NIGHT.

Will and Paul come out of Publix carrying groceries; Will carries a hanging plant too. Paul shakes his head.

(CONTINUED)
WILL
What?

PAUL
Hit me as hard as you can.

Paul leads Will behind the buildings.

WILL
C’mon, Paul.

PAUL
C’mon, yourself. I haven’t been hit with a bare fist since you and me got into it.

WILL
That was your only fight?

PAUL
I didn't say that. I said I've haven’t been hit with a bare fist... lately.

WILL
That's good, isn’t it?

PAUL
Hit me. This time I’ll be ready.

WILL
What?

Will stares at him. A PASSERBY -- a person on a bike -- has paused to form a distant perimeter, sensing a fight. Paul glances at him, then back at Will.

WILL (CONT'D)
I've ... never had a real home before. I don’t want to risk it.

PAUL
I won’t tell. Go nuts. Release the beast!
Will looks around. He really wants to.

WILL
Bob said no fighting.

PAUL
--In his house! Didn’t you catch that? He always says “in his house.” That’s a technicality. That means we’re safe. C’mon!

WILL
It’s the only rule.

PAUL
He set his own technicality to let you off. He doesn’t want us growin’ up to be pussies, believe me.

WILL
What about that kid he “kicked to the curb?”

PAUL
Total bullshit. Bob would never do that. Now hit me.

WILL
(pauses)
Only in the stomach?

PAUL
Or not.

Will swings a tight, body-weighted thrust punch that connects with Paul’s abdomen. It makes a deep sound. Paul falls back a few steps, turns red, and goes down. He smiles to himself.

WILL
Shit. Sorry.

WILL (V.O.) (CONT'D)
I pulled my punch.
WILL (CONT'D)
That was too hard.

PAUL
(wheezing)
Didn’t even feel it... Like a fly.
Now me.

Paul gets up and throws a solid, massive uppercut to Will's jaw, all in one movement. The impact makes a dull, thwapping sound and Will falls back against a car. The PASSERBY whoops and claps, moving closer. Will's eyes involuntarily well up with tears. He tries to shake it off. Paul watches him closely.

PAUL (CONT'D)
How did that feel?

WILL
Unfortunate.

PAUL
Good.

WILL
Is it?

PAUL
I really wanted to do that.

WILL
...I bet. Been practicing?

PAUL
You could say that. Want it to stop?

WILL
What to stop?

PAUL
The fight.

WILL
What fight?
PAUL
(circling)
I want you to give me a real punch.
I know you pulled it.

WILL
The hell I did.

PAUL
Sure.
(circling)
How are we ever going to resolve this if we never go at it, mano-a-mano?

WILL
Paul...

PAUL
Are you a faggot?

Paul swings another roundhouse that slams right under Will's ear. The sound is flat, with a high-pitched tone to follow as we see a closeup of Will's ear RINGING.

Paul punches Will in the stomach. The PASSERBY moves closer, cheering the fight. Will and Paul move clumsily, Paul throwing punches. He breathes heavier, eyes bright. Will drools saliva and blood. He acts like he hurts badly and moves sloshier with every impact.

WILL (V.O.)
If you've never thrown a fight, you never know what kind of punishment you can take.

Will and Paul keep "fighting." The PASSERBY mixes taunting Will--with oohs and ahhs at Paul's spectacular punches.

CUT TO:

EXT. CURBSIDE - LATER

Will and Paul sit on the pavement next to the grocery bags, staring at the empty parking lot before them.
There is so much cement. Paul’s eyes are red and his face is almost pouting. He looks at Will. He laughs. Looks away.

PAUL
Why did you take it?

WILL
Bob...told me not to fight. I have a high threshold for pain. Why did you want to hit me?

PAUL
Because I can.

A pause as Will studies Paul’s face.

PAUL (CONT’D)
You think you’re enlightened.

Paul smirks a half-smile, gives a quick glance to Will, then returns his stare to all that pavement before them.

CUT TO:

EXT. WILL’S ROOM – NIGHT.

Will is in BOB’s old office and he hangs a plant near the top of a window. All of the shades are pulled up and we see him through the windows. BOB enters.

BOB
What happened?

WILL
You never answered me on that self-defense question.

BOB
Did Paul do this to you?

INT. WILL’S ROOM – NIGHT.

Will sits down on his narrow bed. He shakes his head no and avoids eye contact.

(CONTINUED)
CONTINUED:

WILL
I have alot of people from before
that don’t like me.

BOB
Well, you gotta defend yourself!

WILL
You said--

BOB
It’s okay to protect yourself.

BOB grabs Will’s jaw.

BOB (CONT’D)
Look at this. Let’s go to the
doctor.

WILL
I’m fine. This is nothing.

BOB
From now on, don’t go out alone.
Stick with Paul.

Paul stands by the master bedroom doorway and listens. BOB
sees him.

BOB (CONT’D)
(to Paul)
How did this happen?

Paul shrugs.

PAUL
Ask him.

Will remains silent.

BOB
Gimme my bag.
(to Will)
Luckily, you got the best cornerman
in the business.
CONCLUDED: (2)

Paul hands him his bag. Bob opens it and tons of first aid equipment is inside—the stuff a real boxing cornerman would have.

BOB (CONT'D)
This neighborhood’s goin’ down the tubes...

Paul nods to Will and puts his finger up to his lips, shushing him.

CUT TO:

EXT. O’ROURKE BACKYARD - MORNING.

Will has a bandage on his eyebrow and a black eye. The back porch is nearly completely grown over and Will stands waist-deep in the greenery. He trims away the huge trumpet plant from the back door.

PAUL
I’m going out. Here’s the money from Bob to get the plant stuff or whatever.

He shoves only half of the money in Will’s back pocket, too close for comfort. Will yanks off the vines running up the side of the house. Paul notices. Will turns to see Paul tuck the rest of the money in his own pocket.

PAUL (CONT'D)
Gotta save up for your bus ticket outta here. Eventually, you’re gonna be done with my chores...

WILL
(mumbles)
Idle threats.

With the shears, Will clips a branch hard.

PAUL
Oh yeah? You feeling tough again?

Snip.

(CONTINUED)
WILL
You do a lot of talking, Paul...

Snip.

PAUL
You can’t touch me. I’ve got that picture.

Snip.

WILL
So? I already told him about it.

PAUL
Yeah, right. That’s the last thing you’d do.

Will doesn’t say anything.

CUT TO:

EXT. O’ROURKE GARAGE - DAY.

Will sets down a hanging plant, a bottle of Roundup and a bag of fertilizer in front of the garage. He enters and grabs the fertilizer spreader.

He looks at the new plastic tubs in the garage from Bob’s office. He opens one up and sees tons of fight paraphernalia, old posters of Bob as a boxer in the 90’s, ribbons, etc. His eyes land on a new trophy. It gleams and lights up his face. Upon closer inspection, it reads, “SECOND PLACE 2008.”

A CLATTER outside.

PAUL and another boy (BOY 1, 17, African-American) sit on bikes across the street and watch him.

Will looks out the window and sees the two BOYS. He begins his work again, but when he turns back, they’re still watching him.
He takes the bag of fertilizer cautiously toward the back yard.

CONTINUOUS:

EXT. O’ROURKE HOME FRONT YARD - DAY.

The two BOYS wordlessly ride off in different directions, making circles around and around in the street, like sharks. They glide silently, rotating their gears coolly in reverse, as if they’re in no particular hurry. Their bikes’ chrome gleams in the sun. Total control.

CONTINUOUS:

EXT. O’ROURKE BACKYARD - DAY.

Will tries to go in the back door. It’s locked. He sits on the overgrown back porch, waiting. BOY 1 appears from BeBe’s grass driveway.

BOY 1
What you doin’, boy?

Will says nothing.

BOY 1 (CONT'D)
Why you here?

WILL
I live here.

BOY 1
No you don’t. No you don’t. (beat)
I just came to see that hot little redhead. But she ain’t home.

Will walks past BOY 1 and around the corner. He walks quickly down the driveway toward the front door. Suddenly, Paul appears and steps off the porch. Will stops and begins backing up.

(CONTINUED)
CONTINUED:

PAUL
That’s funny, the door’s locked. Do you know where the hide-a-key is, Will?

Will shrugs, backstepping.

PAUL (CONT'D)
You ok?

WILL
I don’t want to fight today.

PAUL
Who said anything about fighting?

Will is now cornered between the hedge, the garage, Boy 1 and Paul. There’s nowhere to go.

PAUL (CONT'D)
(to BOY 1)
Do you wanna fight?

BOY 1 shrugs.

BOY 1
I could go a few rounds.

Boy 1 suddenly looks determined.

WILL
Well, you two can fight each other then...

BOY 1
I don’t like your tone. You were right about him, Paulie. He’s a wuss.

PAUL
Don’t bring me into this.

From nowhere, BOY 1 sucker punches Will. Will turns right into it, catching it full in the face.
PAUL (CONT'D)

Whoa, whoa, whoa!

Will shakes it off. Paul grabs Boy 1 and holds him back, just long enough to whisper in his ear:

BOY 1

(whisper)

I told you, not in the face!

They turn to Will, who sees the open driveway before him. He could run, but instead, takes a knee before them.

PAUL

What is this?

Will lowers his other knee and puts his hands down.

BOY 1

Some zen shit! C’mon and fight, boy! You’re making this easy!

He turns his back to Will and looks at Paul as if to say, “What should I do?”

Paul nods. Boy 1 shrugs.

BOY 1 (CONT'D)

If you’re not gonna fight, you deserve everything you’re gonna get.

Paul turns his back to them both and fishes for a cigarette. Boy 1 begins pounding on Will, hitting him mostly in the stomach.

CUT TO:

INT. WILL’S ROOM - DAY.

Will’s window.

A bleeding Will pops up into frame and looks cautiously down the driveway, then opens the window. He climbs the rickety A-frame ladder a few more steps and falls through the window and onto his bed.

(CONTINUED)
He grimaces in pain. His face is bleeding badly.

CUT TO:

EXT. O’ROURKE HOME - DAY.

Bandaged up, he steps onto the front yard and looks down the block. Clear. He pulls the FERTILIZER BAG into frame and pours fertilizer into the handheld SPREADER.

He begins spreading the fertilizer, rotating the plastic crank and walking in little dorky patterns back and forth across the small front yard.

He looks up and BeBe is watching him, giggling.

BEBE
You ARE the hired help.

WILL
You want some?

CUT TO:

EXT. O’ROURKE BACKYARD - DAY.

He cranks it harder and chases her down her little grass driveway. She ducks into her porch and turns around.

He looks at her, very interested, then tries to mask it by keeping busy with the spreader.

BEBE
What happened to your face?

WILL
You should see the other guy...

BEBE
Oh yeah?

WILL
Yeah. He’s...sitting on the beach drinking pina coladas actually.
BEBE
Self-effacing. I like that.

WILL
(barely audible)
Red hair. I like that.

BEBE
What?
(she smiles, waves cell)
My friend thinks you’re cute.

WILL
I don’t care about your friend.

BEBE
She’s prettier than me.

WILL
She doesn’t have red hair.

He finally looks up. She has a great big grin on her face.

WILL (CONT'D)
Are you blushing? I can’t
tell...with the...

He points at his hair, smiles, then goes back to working. She follows him.

BEBE
Do you need help? This grass looks
like it’s out of control.

WILL
I’m good...

BEBE
Dummy. I’m offering you a favor.

WILL
Knock yourself out.

BEBE
How do you get it?
WILL
You pull it.

BEBE
With what?

WILL
Your hands.

BEBE
Oh.

(beat)
What about Roundup?

Will looks at her. She smiles cutely. They begin working together.

CUT TO:

EXT. O’ROURKE BACKYARD - DAY.

They are laying in the hammock together. BeBe touches his cut face.

BEBE
Are you going to tell me how you got this?

He waves her hand away.

WILL
Just one year...

BEBE
Huh?

WILL
One more year and he’ll be off to college...

BeBe listens.

WILL (CONT'D)
I made a pact with myself to put up with any abuse that he dishes out.

(CONTINUED)
BEBE
Just tell on him...

Will looks at her and shakes his head no.

BEBE (CONT'D)
Why not?

WILL
No snitchin’.

BEBE
He does know alot of scary people actually.

She looks at him concerned, then lays back.

BEBE (CONT'D)
He’s always leering at me, never smiling. That’s like...guy/girl 101! Who doesn’t smile when they see me?

She sighs.

BEBE (CONT'D)
I think he’s a worm.

WILL
I thought you liked rugby players.

BEBE
--I thought he was more of a boxer--
Who told you that?

WILL
Bob.

BEBE
(admittingly)
Well, rugby guys are alright.

He tickles her until they both fall off the hammock.
INT. O’ROURKE HOME - SUNSET.

The family has dinner together. Will watches Paul but Paul ignores him.

CUT TO:

INT. WILL’S ROOM - NIGHT.

Will is reading in bed. There is a tapping on the glass. He turns his light off and looks out the window.

BeBe is waiting on the driveway.

BEBE
Shhhhh!

He opens his window and hops out. When he turns around, BeBe throws her arms around his neck and kisses him.

BEBE (CONT'D)
(whisper)
This is the best.

She leads him to the hammock.

WILL
(whisper)
We’re gonna get busted!

BEBE
(whisper)
Only if you keep bein’ so loud!
Check this out.

She plugs in a cord and all the trees light up with twinkling lights.

BEBE (CONT'D)
Think anyone will notice?

WILL
They’re pretty...but too bright.
Alright, alright.
(mumbling)
Ruin a girl’s memories...

She unplugs the lights. They get in the hammock and it wraps them up together like a cocoon.

WILL
I have an idea.

BEBE
What?

WILL
Why don’t you kiss me like you did over there?

CUT TO:

INT. WILL’S ROOM - NIGHT.

Will rolls over in bed.

CUT TO:

Black.

PAUL (V.O.)
I’m tired of living in your shadow in my mind.

DREAM SEQUENCE - STILL PHOTOS

Flashes of how Will humiliated him when they were younger:

Still photos of:


A younger Will on his tiptoes, having pinned Paul into a corner.
CONTINUED:

WILL (V.O.)
You ain’t so tough now, huh? You ain’t so tough now!

Will’s knuckles bleed.

CUT TO:

INT. PAUL’S ROOM - NIGHT.

Paul is not sleeping. He stares at the ceiling.

DISSOLVE TO:

INT. PAUL’S ROOM - MORNING.

Paul is still staring at the ceiling. The sun is up. He pulls his blanket down and he’s in his sport coat. He straightens his tie and rises, then goes out the door.

CUT TO:

INT. O’ROURKE LIVING ROOM - MORNING.

BOB is gathering papers with his morning coffee and watches Paul go out the door.

BOB
Where you goin’?

PAUL
My meeting.

CUT TO:

EXT. COLLEGE PARK - DAY.

Will is following Paul from a safe distance. Paul looks out of place in a sport coat and tie riding a bike.

Paul turns a corner. Will races to catch up.

When he turns the corner, Paul is gone.

(CONTINUED)
Will rides past the nice houses. He doesn’t see Paul’s bike laying in the grass at one of the houses and rides right by.

CUT TO:

EXT. PRINCETON DR. - DAY.

Will is waiting on the sidewalk at a light. Up rolls Bob. Will watches for the light, then looks over at him. He looks tough, grisly. It’s off-putting. Will is about to say something, but the light turns green. Bob drives ahead. Will begins pedalling.

CUT TO:

EXT. MILLS GYM - LATE DAY.

Will hops his bike up on the curb. Bob’s car is parked in front of MILLS GYM, a rundown affair on a busy main drag.

CUT TO:

INT. MILLS GYM - LATE DAY.

Two men (GEORGE, 40, lean African-American; BOXER 1, similar) box in a practice ring in the small, no-frills gym. BOB stands outside the edge of the ring and chews one of them out.

BOB
What are you, playin’ pattycake? C’mon, combinations! One-two-three-one two. Mix it up! My ex-wife hits harder than you!
(aside)
We’re gonna get murdered on Friday night, murdered!
(to BOXER 1)
You’re gettin’ beat by the water boy!

Will enters.

(Continued)
BOB (CONT'D)
Will! What are you doin' here?
Didja follow me?

Will nods.

BOB (CONT'D)
(rapidfire)
Yeah, this is what the old man does. Runs a gym. Didn’t want you to think I was scoutin’, y’know? You don’t have to be a fighter. Fighting does make a great release, though. I was gonna tell ya sooner or later. And I’m telling you, you got it. It’s all about quickness, speed, that fire inside.

WILL
I’m gonna go.

He exits. Bob follows.

CONTINUOUS:

EXT. MILLS GYM - LATE DAY.

BOB
(to Will)
You were a troubled kid, I get that, right?

Will doesn’t respond. He straddles his bike. Bob reaches out and gently holds the handlebars.

BOB (CONT'D)
Ok, so I scout the JAC for talent sometimes. Sue me. But I picked you, I gave you a home. You got a gift, kid. You channel that--(taps Will’s chest)--that right there--properly--you learn the fundamentals--you can write your own ticket. You get that? Your own ticket!

(CONTINUED)
CONTINUED:

Will gives him a worried glance.

BOB (CONT'D)
I wouldn’t’ve tracked you down if I didn’t think this was a sure thing. You got it kid.
(taps his head)
It’s a beast inside there, isn’t it? Let me work with you. There’s no tellin’ what you’re capable of.

Will grins just slightly.

CUT TO:

50 INT. MILLS GYM - LATE DAY.

Will is in the ring now, with boxing gloves and headgear. He is up against the much larger boxer named GEORGE.

They tap gloves. GEORGE bounces on his toes, then peppers Will with combinations. Will is flatfooted, and takes the punches.

BOB
C’mon, kid, move. Bounce. This ain’t the street. That’s right. On your toes.

Will shakes and rolls like a real boxer. He dodges punches.

BOB (CONT'D)
Nice. C’mon, kid! Now throw some punches.

Will lunges at GEORGE.

They fight.

And fight.

(CONTINUED)
And fight.

Will moves fast, ducks and dodges.

He knocks down George with a barrage of blows.

GEORGE
Check...his gloves.

BOB
His gloves are fine, Georgie, the kids got anvils for hands! Anvils!

In Will’s corner:

WILL
What’s...the problem?

BOB
You got him on the ropes kid. He thinks you got weights in your gloves--brass knuckles, baby! Ha! Now do some combinations, stick and move, one-two, one-two-three, stick and move.

More shots of Will working over George.

CUT TO:

INT. MILLS GYM - LATE DAY.

GEORGE is in his own corner, hands on the ropes, back to the ring, head down. He spits a ton of blood into a bucket.

GEORGE
Fug this.

He climbs out of the ring.

(CONTINUED)
CONTINUED:

BOB
George? Where you goin’?
(to Will)
Great fight kid, great fight. You have fun?
Will nods, exhausted. BOB smiles.

CUT TO:

51  EXT. MILLS GYM - LATE DAY.
George is in street clothes and holds a duffel bag. He has pulled Will aside and is talking to him intensely.

CUT TO:

52  INT. BOB’S TRUCK - LATE DAY.
Will gets in the truck. Bob waves to them as they pull off.

WILL
How did I do?

BOB
Are you kiddin’? You clobbered the guy. You murdered him.

WILL
He was wore out from fightin’ that other dude.

BOB makes a turn, then turns to Will.

BOB
What did he say to you back there?

FREEZEFRAME on Will.

WILL  (V.O.)
Lie or tell the truth? Lie or tell the truth?

END FREEZEFRAME

(CONTINUED)
WILL (CONT'D)
Nobody wants somethin’ for nothin’...

BOB
(angry)
Mother--
(beat)
Anything else?

WILL
He said...don’t let you take advantage of me.

Bob is visibly disturbed and speechless.

DISSOLVE TO:

EXT. LONELY ROAD - SUNSET.
Will walks out to a little bridge over a highway. He stands there with his hands wrapped in his T-shirt. An old couple stops and he gives them directions to another place. He looks over the edge and watches cars come toward him at seventy miles per hour. He sees the faces of the people in his life.

WILL (V.O.)
It's really intense, having these people's lives shoved into my face, just for a couple seconds. I'm in their car, I hear them speaking. Millions of people pass under me. It makes me feel like I'm trapped in limbo. Like I'm too young to participate in their world but too old to be a kid anymore.

CUT TO:

EXT. O’ROURKE HOME BACKYARD - SUNSET.
Will and BeBe are up to their waist in flowers, pulling weeds.

((CONTINUED)
WILL
He wants me to train to fight in this tournament thing. I told him no.

BEBE
Okay. Why?

WILL
Sounded shady. And I don’t need a “purse.” I’m a guy.

BEBE
(smirks)
No. You definitely don’t. I don’t think you should go back there. Do you?

Will shrugs.

CUT TO:

INT. O’ROURKE HOME - SUNSET.

At the dinner table, BOB is reenacting the fight to PAUL. Will is embarrassed but likes the attention.

Paul sits quietly, glaring at Will, green with envy. BOB notices and stops abruptly.

BOB
(to Paul)
Hey, Mr. Friendly! Maybe a little competition will do you good.

Silence. Bob looks over to Will out of the corner of his eye. He goes back to reenacting the fight.

DISSOLVE TO:

EXT. O’ROURKE BACKYARD - NIGHT.

Will is setting the sprinkler. Paul is sitting on the back steps smoking. He turns it on, soaking a frustrated Will.
PAUL
You should fight in the tourney this month.

WILL
This month?  Nah...

PAUL
BOB could be your manager.

WILL
I thought you were already.

Will looks at Paul sternly.  Paul doesn’t flinch.  He takes a big drag from his cigarette.  BeBe comes out her screen door.

PAUL
Here comes your girlfriend.

WILL
She’s not my girlfriend.

BeBe walks up.

BEBE
You ready to get into trouble?

WILL
Why?

BEBE
(aside)
Hey, Paul.

He nods.

BEBE (CONT'D)
I just like to say that.

She jingles her car keys.

BEBE (CONT'D)
C’mon!  Let’s go somewhere!

(CONTINUED)
WILL
Can’t. Bob’s orders.

BEBE
Young’un.

Paul puts his cigarette out and tosses it into Will’s bushes. Will watches him. Paul gets up and goes inside.

WILL
How about a walk?

BEBE
You wanna ask your daddy?

WILL
Hilarious. Let’s just go.

CUT TO:

EXT. BEBE’S HOUSE - NIGHT.

They return and a cop car is in front of BeBe’s house, lights blaring. Bob and Paul stand next to the cop car.

BEBE
Mom!

She races down the grass driveway and into the house.

WILL
(to BOB)
What happened?

BOB
Her ex found where they live.

WILL
Where’d he go?

BOB
Will, I’m sure he’s loooong gone by now.
PAUL
(mutters)
Redneck rampage. Surprise!

Will shoves him. An OFFICER (45, Hispanic) looks over. Bob separates the two boys.

PAUL (CONT'D)
You see!?!?

BOB
Paul, go inside!

PAUL
He’s a live wire, that one! C’mon! Hit me!

The officer lifts his hands as if to say, “Is there a problem here?”

BOB
You want two teenage boys?

The officer shakes his head.

BOB (CONT'D)
Inside, now!

BeBe comes out and throws her arms around Bob.

BEBE
(to Bob)
Thank you so much!
(to Will)
We have to go to the station and file another report. We’re gonna hafta move again. If your dad didn’t intervene...

Will, frustrated, looks to BOB who has no answers.

CUT TO:
BeBe and Will are fighting in hushed voices on the porch. Will is intense.

WILL
You need the money! I hafta--

BEBE
Fight? I don’t think so.

WILL
Why not? That’s what I’m good at!

BEBE
You fight in some illegal gambling thing for some shady promoter--no offense--and you’re gonna get hurt--

WILL
You don’t have the money! I gotta get it from somewhere!

BEBE
He’s not comin’ back.

WILL
You don’t know that!
(aside)
Bob shoulda broke his neck!

BEBE
They’ll find him.

WILL
Why did he let him get away?

BEBE
He didn’t let him get away! He took off.
WILL
In his car, that he slowly got into, no doubt, where he took the time to turn the key, put it in reverse, and back out that long-ass driveway--He coulda grabbed him and held him!

BEBE
He had a gun, Will.

Will fumes. He goes inside.

CONTINUOUS:

INT. LIVING ROOM - NIGHT.

Bob has been listening. He turns from the TV.

BOB
I’ll get ‘em some money!

WILL
No you won’t. I will. Where was Paul all this time?

Paul shouts from his room.

PAUL (O.S.)
He had a gun, asshole!

CONTINUOUS:

INT. PAUL’S ROOM - NIGHT.

Paul is smiling. He sets ablaze a 3x5” card with the name and number of “TC Jamison” and drops it into the trash.

WILL (O.S.)
I win one day of fighting and that would help her mom get back on her feet and they could move somewhere safe and out of that garage.

CUT TO:
Bob is already coaching Will as they drive to the gym.

BOB
Now, today we qualify you. It’s straight brawlin’, no wrestlin’, no gloves, single elimination, last man standing. You fight my first guy and if you win, you fight my next for the money.

WILL
Okaaaay...

BOB
Today you fight Julian, and if you win, we show that fight to my guy who determines the bets on the next one.

WILL
And there’s no money on this first fight?

Bob shakes his head no.

WILL (CONT'D)
That doesn’t make sense. I don’t believe it. We go to the bank first. You deposit 5 grand into a new account for me. And then I get a 90/10 split on the winnings.

BOB
Ha! That’s not how it works kid! Lookit you! Lookit you! A little hustler, that’s what you are!

WILL
5 grand and they can move immediately. The money or I don’t fight.

Bob hesitates.
BOB
Shit, boy, I’m givin’ you an opportunity here--I snap my fingers and--

He stops himself.

WILL
How much are you making on me?

Bob scratches his beard.

BOB
(ignores him)
This time! This time! Then it’s ZERO up front, and a 90/10 split ME.

WILL
50/50. I’m taking all the risk!

BOB
80/20.

They keep going as they ride off down the road.

CUT TO:

EXT. MILLS GYM - DAY.

The roll up to the gym. Bob puts the truck in park.

BOB
When you get in the ring, control the fight right away. Put him down early to conserve your energy and we’ll make a killing the next round.

Will nods.

WILL
Where will you be?
BOB  
(waves it off)  
It's complicated. Since you’re all my guys, we don’t let em know that. You’re not officially my fighter yet.

WILL  
I fight Paul next, don’t I?

BOB  
You gotta get past Julian first.

Will puts on his gameface and goes inside.

CUT TO:

INT. MILLS GYM - DAY.

The place is empty except for George and BOY 1/JULIAN (20, African-American). A single camera pointed at the ring is hooked up to a laptop.

GEORGE  
You’re late.

WILL  
Had to stop by the bank like you said.

GEORGE  
(smiling)  
My man!

Will walks past George and has his eyes LOCKED on Julian, who tries to stare him down, but is a bit nervous and twitchy.

WILL  
Where’s the crowd?

George points toward the camera.

George follows Will to an open chair.

(CONTINUED)
Will looks Julian up and down.

WILL
When can we start?

GEORGE
Whenever you’re ready.

Will puts in his mouthguard, climbs in the ring and comes at Julian, who is a head taller than him. He tries to play tough but Will can see in his eyes that he is perhaps worried.

JULIAN
You gonna roll over again?

Julian holds his hands out to tap and Will shoves them away.

George sees this and hits the bell.

DING!

They circle each other.

Julian throws the first punch, and Will easily dodges it.

Will covers up like a pro and lets Julian work the body.

JULIAN (CONT'D)
C’mon, boy, fight!

WILL
You sure?

JULIAN
Ya got nothin’!

Julian hits Will over and over and Will tries to cover up a little, but not much.

It goes on like this through the first round until George calls it.
CONTINUED: (2)

DING!

Will’s corner:

GEORGE
What’s the matter with you? You some sorta smartass?

Will shrugs.

GEORGE (CONT’D)
Hit him!

WILL
You sure?

GEORGE
Why aren’t you fighting?

WILL
I’m tiring him out.

GEORGE
What!?! You like to get hit?
(Will shrugs)
Hit him with all you got!

WILL
Where’s Bob?

GEORGE
(exhasperated)
Get your head in the game, Will!

Will nods. He bounces on his toes and swings his head around, loosening up.

Will sees Bob and Paul arrive, who stand out of view of the camera pointed at the ring.

DING!

BOB
We’re up.

Will leans over the ropes.

(CONTINUED)
CONTINUED: (3)

WILL
50/50.

DING DING

BOB
Yeah, yeah, friggin’ greedy bastard.
   (whispers)
   Combinations. Keep moving.

DING DING DING

George is getting impatient.
Will turns and rushes toward Julian.
He hits Julian over and over and over.
Julian tries to get out of the way, but he can’t.
It’s like unleashing a caged, rabid animal.
Will pummels him.
Julian bounces off the ropes.
It’s brutal.
Julian goes down.
But Will doesn’t stop.
Will rolls over the groggy Julian and pins him down with his knees. With one hand, he grabs Julian’s throat, and with the other he starts punching Julian in the face.
Everyone is angry and screaming.
George and Bob both throw in the towel, then Bob jumps in and pulls Will off Julian.
Will looks at Paul and points right at him.
Paul hesitates, stepping back just slightly.
Will drops his arm.

(CONTINUED)
CONTINUED: (4)

WILL
I’m done.

He climbs out of the ring and goes out the door.

BOB
What?

George, Paul, and Bob look at each other, bewildered.

FADE TO:

INT. WILL’S ROOM - DAY.

Will has only one bandage left on his face. Other than that, he looks ok. BeBe is in a photo taped to his window. He cocks his head just right and--from the perspective--it looks as if she is standing in her yard.

Another photo taped to the window shows beautiful hills.

WILL (V.O.)
From my window in Journalism class, I can see the countryside for miles. It's all hilly and perfect, carved with trails I've never walked and places I've never been. Sometimes deer step from the bush and wander aimlessly about, making the redneck boy in me drool and say, "I wish I had me a gun."

In the reflection of the glass, we see clouds and people pass by his window.

WILL (V.O.) (CONT'D)
The clouds' shadows whip over the hills, making the deer twitch for a second, then relax.
(reflected clouds, deer)
Deer are so jumpy, you wonder how any big galoot can shoot one.

CONTINUOUS:
EXT. O’ROURKE HOME - BACKYARD.

The overgrown bushes, the dead grass, everything dissolves to a perfect state.

BeBe’s house is empty.

Will is alone, on his knees, tending to his new garden.

    WILL (V.O.)
    Four months have passed and BeBe is long gone.
    (BeBe on date)
    She's seeing a guy that she always swore to me she'd never go out with.
    (a YEARBOOK)
    A friend of mine told me he saw a steamy letter in her yearbook from the guy. I guess she hadn't been pining away for me.
    (a BLONDE in a kitchen)
    I'm seeing a girl named Amy who bakes me things. She's one of those girlfriend girls, totally devoted.

CONTINUOUS:

EXT. O’ROURKE HOME - DAY.

Paul is getting out of a new, shiny SPORTS CAR.

    WILL (V.O.)
    Paul still hasn’t changed.

CONTINUOUS:

INT. O’ROURKE HOME - SUNSET.

BOB is telling a great story. Paul glares at Will across the dining room table.
WILL (V.O.)
He got a car and is gone a lot, but
still makes time to hate me.

CONTINUOUS:

EXT. RUGBY FIELD - DAY.
A photo of a rugby team lined up for the team photo. Will,
in uniform, walks into frame, then turns to camera. He puts
a blindfold on and a cigarette in his mouth. He looks as if
he is standing before a firing squad.

WILL
I play rugby with him and let him
tackle me. It doesn’t matter.

CRUNCH! Paul levels Will from behind. Will comes right at
the frame...

CONTINUOUS:

EXT. O’ROURKE BACKYARD - DAY.
...and into the hammock.
Still in his rugby clothes, he lays there staring up at the
trees.

CONTINUOUS:

INT. KITCHEN - DAY.
Bob is struggling with cooking.

WILL (V.O.)
Bob’s been real good. He hasn’t
brought up me not fighting. Not
even once.

CONTINUOUS:
EXT. O’ROURKE BACKYARD - DAY.

Paul sits on the back porch and smokes. Will is still in the hammock.

They sit there in silence for a bit.

Finally, Paul speaks.

    PAUL
    When are you gonna fight again?

    WILL
    When are you?

    PAUL
    I’m washed up.

He waves his cigarette.

    PAUL (CONT'D)
    There’s a good one coming up in Kissimmee. You could fight your weight then quit.

    WILL
    I told you, I’m done.

    PAUL
    (stands)
    You owe it to Bob.

Paul flicks his cigarette, turns and goes inside.

CUT TO:

EXT. O’ROURKE HOME - NIGHT.

The moon peeks out behind some evergreens.

Rooftops.

Paul’s light is on.

(CONTINUED)
Will gets up from the hammock and walks down the grass driveway, then turns around.

CUT TO:

DREAM SEQUENCE

Suddenly, BeBe is there and comes at him, crying, beating on his chest. We can’t hear what she’s saying.

WILL (V.O.)
Fighting with BeBe is like being locked in a telephone booth on a hot day.

BEBE
Why is this thing with John eating you up so much!??

WILL
(cold)
You test me for weeks--just giving me bits and pieces of your conversations, but never telling me what he really tells you--

BEBE
--How can you be jealous of HIM? He’s just a friend.

WILL
I--

WILL (V.O.) (CONT'D)
--I want to say, I'm sorry, you're my first real girlfriend, I don't know what I'm doing. Help me understand.

WILL (CONT'D)
I bought you your freedom.

WILL (V.O.) (CONT'D)
--I say.

(CONTINUED)
END DREAM SEQUENCE

Will is alone on the grass driveway.

He hangs his head.

CUT TO:

EXT. LONELY ROAD - DAY.

Will walks out on a small, lonely bridge. He gets out and goes to the edge. A big freeway is beneath him.

WILL (V.O.)
If you look real hard, you can spot what you’re looking for. I can see her--

He sees a GIRL with red hair.

INT. BEBE’S CAR

BeBe’s profile now, backlit by the sun.

WILL (V.O.)
--getting closer and closer, her hair blowing in the wind. She is laughing, shouting over the noise from the open window, telling me she's ok now, how everything is ok now.

(closeup of Will)
In a flash, she is in front of me...

(trucks go by)
...then lost in the rumble of the semis.

The camera pulls up to the sky. Everything goes white.

CUT TO:
67 BLACK.

Roll credits.
Marketing Plan

Full page poster

Figure 23. Full page poster of Gutter King.
Festival and Distribution Opportunities

The scenario that would best suit us is to gain distribution from the network of distributor contacts we have made over the years of going to the Cannes Film Festival, the Sundance Film Festival, etc. The VP of Acquisitions at LionsGate agreed to give Gutter King a first look, but after LionsGate, my proposed distribution process is threefold.

First, we will submit to the distributors who wanted my last feature Flying Tiger using our producer representative, while submitting to all the major film fests (Tier 1 below). Secondly, we will be submitting to all Tier 2 and Tier 3 fests below through the online company Withoutabox, mostly to gain quotes from the media, as distributors rarely go to these fests.

Also, we will expand our website gutterking.tv and promote it rigorously, both on and offline. We will recruit interns to assist in the viral marketing campaign, getting distributors to attend screenings in LA and NY. As a backup plan, we will set up our own screenings in NYC and LA if we cannot get into the festivals we want. (We have set up screenings in Michigan, San Diego and Missouri and enjoyed sold out shows for every film.)

Finally, we will attempt to screen the film at major alternative venues where a large number of people attend—we screened Flying Tiger at the San Diego First Night Celebration, and 30,000 people watched the film in one night, with 6 screenings.

Below is the festival strategy list compiled with Shannon Lacek, former Florida Film Fest organizer and UCF adjunct instructor of Guerilla Film Marketing:

**Tier 1**
Nashville Film Festival………April 17
Cinequest Film Festival (San Jose)….February 27
Sundance Film Festival……February 10
Telluride Film Festival………Labor Day Weekend
Cinevegas Film Festival
Santa Barbara International Film Festival……January 24
IFP Market……September
Toronto Film Festival
Tribeca Film Festival
South by Southwest Film Festival
Seattle International Film Festival….May 22
Hamptons Film Festival
LA Film Festival
Atlanta Film Festival……April 10
Florida Film Festival……March 28
Ann Arbor Film Festival….March 25

Tier 2
Gen Art Film Festival – NY……April 02
New York Underground Film Festival……April 02
Edinburgh International Film Festival……June 18
Sarasota Film Festival……April 04
Miami International Film Festival……February 28
Palm Springs International Film Festival……January 03
Bare Bones International Film Festival – Oklahoma…April 17
Filmmaker Festival & Filmmaker Award – UK…..June 20
Indianapolis International Film Festival……April 23
42nd Brooklyn Arts Council International Film Festival…May 01
The DIY Film Festival – NY……February 9

Tier 3
FirstGlance Film Fest Hollywood…..April 04
Jackson Hole Film Festival……June 05
Newport Beach Film Festival……April 24

If distribution is still not acquired from the plans above, we are also excited about the online distribution opportunities and plan to use the “Do-It-Yourself” approach via companies like medeploy.com. Our biggest goal is to have the film seen by the largest audience possible.
APPENDIX A: BUDGET
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| 1202    | PRODUCERS                 |        |       |   |      |      |          |       |
| 1203    | ASSOCIATE PRODUCERS       |        |       |   |      |      |          |       |
| 1205    | ASST(S) TO THE PRODUCER   |        |       |   |      |      |          |       |
| 1207    | SECRETARIES               |        |       |   |      |      |          |       |
| 1216    | PURCHASES                 |        |       |   |      |      |          |       |
| 1217    | RENTALS                   |        |       |   |      |      |          |       |
| 1251    | AIRFARES                  |        |       |   |      |      |          |       |
| 1252    | HOTELS                    |        |       |   |      |      |          |       |
| 1253    | MEALS/PER DIEM            |        |       |   |      |      |          |       |
| 1254    | LIVING EXPENSES           |        |       |   |      |      |          |       |
| 1255    | TAXI/GROUND TRANSP        |        |       |   |      |      |          |       |
| 1280    | PROD'S ENTERTAINMENT      |        |       |   |      |      |          |       |
| 1285    | MISC EXPENSES             |        |       |   |      |      |          |       |
| 1299    | FRINGES                   |        |       |   |      |      |          |       |

Account Total for 1200

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| 2302    | CONSTRUCTION FOREMAN   |        |       | 1|      |      |          |       |
| 2303    | CONSTRUCTION LABOR     |        |       | 1|      |      |          |       |
| 2304    | PAINT FOREMAN          |        |       | 1|      |      |          |       |
| 2305    | TOOL FOREMAN           |        |       | 1|      |      |          |       |
| 2307    | BACKINGS               |        |       | 1|      |      |          |       |
| 2308    | GREENS                 |        |       | 1|      |      |          |       |
| 2310    | CONSTRUCTION 1ST AID   |        |       | 1|      |      |          |       |
| 2316    | CONSTR PURCHASES       |        |       | 1|      |      |          |       |
| 2317    | CONSTR RENTALS         |        |       | 1|      |      |          |       |
| 2335    | FOLD & HOLD SETS       |        |       | 1|      |      |          |       |
| 2355    | CAR ALLOW              |        |       | 1|      |      |          |       |
| 2381    | BOX RENTALS            |        |       | 1|      |      |          |       |
| 2385    | MISC EXPENSES          |        |       | 1|      |      |          |       |
| 2398    | LOSS & DAMAGE          |        |       | 1|      |      |          |       |
| 2399    | FRINGES                |        |       | 1|      |      |          |       |

Account Total for 2300

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| 2416    | STRIKING - MATERIALS   |        |       | 1|      |      |          |       |
| 2434    | SET RESTORATION        |        |       | 1|      |      |          |       |
| 2497    | TRASH & HAZMATS        |        |       | 1|      |      |          |       |
| 2499    | FRINGES                |        |       | 1|      |      |          |       |

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3503   DRIVERS  
3516   TRANSPO PURCHASES  
3517   SPECIAL EQUIP RENTAL  
3519   PRODUCTION VEHICLES  
3520   SELF DRIVE VEHICLES  
3544   GAS & OIL  
3546   REPAIRS & MAINTENANCE  
3547   TOLLS/PARK/G/PERMITS/TAXIS  
3553   MEAL ALLOWANCE  
3581   BOX RENTALS  
3585   MISC EXPENSES  
3598   LOSS & DAMAGE  
3599   FRINGES  

Account Total for 3500

**3600 LOCATIONS**

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3606   SURVEY COSTS  
3607   SITE RENTAL FEES  

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3614   FILM SHIPPING  
3616   LOCATION PURCHASES  
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3621   CATERING LABOR  
3623   2ND/WORKING MEALS  
3630   SECURITY SERVICES  
3631   POLICE & FIREMEN  
3632   MISC LOCAL EMPLOYEES  
3635   CREW PARKING  
3644   DRIVE TO MILEAGE  
3651   AIRFARES  
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The Entertainment Partners Services Group, EP Budgeting
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2. BOB
3. PAUL
4. BEBE
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**End Day # 19 Wednesday, April 2, 2008 -- Total Pages: 3 6/8**

**End Day # 20 Thursday, April 3, 2008 -- Total Pages: 3 7/8**

**End Day # 21 Friday, April 4, 2008 -- Total Pages: 6/8**

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   - SW W W W W W

4. **REBE**
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Dec 10, 2007
2:00 PM

Day Out of Days Report for Cast Members

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<td>Address 2:</td>
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<tr>
<td>Email: <a href="mailto:kh9900@gmail.com">kh9900@gmail.com</a></td>
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</tr>
<tr>
<td>Phone: (317) 798-7163</td>
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# Correspondent

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<tr>
<td>Phone: (317) 798-7163</td>
<td>State: FL</td>
</tr>
<tr>
<td>Alternate Phone:</td>
<td>Postal Code: 32804</td>
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# Mail Certificate

<table>
<thead>
<tr>
<th>First Name: KEITH</th>
<th>Organization Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Middle Name: ALAN</td>
<td>Address 1: 1804 W. SMITH ST.</td>
</tr>
<tr>
<td>Last Name: MORRIS</td>
<td>Address 2:</td>
</tr>
<tr>
<td></td>
<td>City: ORLANDO</td>
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<td></td>
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<tr>
<td></td>
<td>Country: United States</td>
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</table>

# Certification

- Name: KEITH ALAN MORRIS
- Certified: ✓
- Special Handling: 
- Applicant's Internal Tracking Number: 
- Note to Copyright Office: 
- Upload Electronically 
- Send by Mail: ✗
## Case Summary:

- **Case ID**: 1-133056431
- **Title**: Gutter King
- **Fee Due**: $36.00
- **Service Fee Paid**: $36.00
- **Type of Case**: Motion Picture/Audio-Visual Work
- **Opened**: 11/5/2008
- **Contact Name**: KEEY MORRIS
- **Claim Status**: Pending

### Claims

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### Attachments

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<th>Size</th>
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<th>Created</th>
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</table>


APPENDIX D: MUSIC SYNCHRONIZATION LICENSE
MUSIC SYNCHRONIZATION AND MASTER USE LICENSE AGREEMENT

This Music Synchronization and Master Use License Agreement (“Agreement”) is made and entered into this ___ day of ______, 2008 (“Effective Date”) by and between ____________________ (the “Publisher(s)”) whose address is ___________________________________________ and Gutter King Films, LLC, a FL limited liability company (“GKF” or “Licensee”) (“GKF” and “Publisher” shall collectively be referred to as the “Parties”):

W I T N E S S E T H

WHEREAS, GKF is engaged in the business of providing a venue that allows its Participants to produce the films GUTTER KING that GKF then distributes (the “Events”) that may include the master use and synchronization of music; and

WHEREAS, The Publisher is the owner and/or copyright holder of certain Master Recordings and desires to permit GKF and its partners to use such Master Recordings in the Events.

NOW, THEREFORE, for and in consideration of the publicity Publishers will receive as a result of being included in the Events and the exposure of viewers across the country and world to Publishers’ music, and of the mutual promises made by the Parties hereto, and the mutual benefit anticipated by the Parties, it is agreed as follows:

1. Grant of Master Use License. Publishers hereby grant to Licensee a non-exclusive license to use the master recording(s) embodying the performances of the artist(s) known professionally as ___________________________________ (“Artist”) comprising the musical compositions listed in Exhibit A (“Licensed Master(s)”) annexed hereto and made a part of this Agreement, in and in connection with the Events in any and all media whether now known or hereafter devised, throughout the world, in any and all languages, as well as in advertising, publicity, and promotion of the Events. Licensee may use the Licensed Masters for any purpose, including, but not limited to, Background, Feature, Theme, Concert, Credits, as long as such purpose is in connection with the Events.

Publisher further grants Licensee the right to perform post-production mastering alterations to the provided Licensed Masters, provided that such post-production mastering alterations shall not be used, distributed, or exploited separately or independently of films in the Events. Post-production mastering alterations may be, but are not limited to, compression, equalizing, limiting, normalizing, adding echo effect or any other alteration deemed necessary by Licensee to conform said Licensed Masters to the Events. The Licensee may use the Licensed Masters in whole or in part, edited or otherwise modified in Licensee’s sole discretion. Nothing herein requires Licensee to use the Licensed Masters in the Events. All rights in and to the Events shall be owned solely by Licensee, and Publishers shall have no rights therein.
2. Grant of Synchronization License. Publishers grant to Licensee the non-exclusive, irrevocable right, license, privilege and authority to copy, sell, perform, edit and/or loop portions of, record on film or video and use the musical compositions and recordings embodied in the Licensed Masters in synchronization or timed relation with the film productions in the Events during the Term throughout the world in any medium or form, whether now known or hereinafter created. Publisher authorizes Licensee to use or cause to be used the aforesaid musical compositions and recordings contained in the Licensed Masters in conjunction with the Events in any manner Licensee deems fit, including, but not limited to, the purpose of advertising and exploiting the Events and the right to license, sell, and distribute the aforesaid musical compositions in conjunction with Events throughout the world and any medium or form, whether now known or hereinafter created. Notwithstanding the foregoing, the musical compositions and recordings contained in the Licensed Masters licensed pursuant to this agreement shall not be distributed or exploited separately or independently of films in the Events, except in compilations of those films, in advertising for those films, or in connection with the Events themselves. Both the Master use License and the Synchronization License are granted upon the express condition that the musical compositions and recordings contained in the Licensed Masters shall not be used to manufacture, sell, license, or exploit sound records or otherwise be used apart from the Events.

3. Publicity. Licensee shall have the right to publish, advertise, announce and use in any manner or medium, the name, sobriquet, biography and photographs or other likenesses of Publishers and Artist in connection with any exercise by Licensee of its rights hereunder. Furthermore, Publishers grants to Licensee the perpetual but not exclusive right to use, and to license others to use reproductions of Publishers’ or Artist’s physical likeness and/or voice for the purpose of advertising and exploiting any work embodying the Events and the right to use any of the rights herein granted for commercial advertising or publicity (including endorsements) in connection with any product, commodity or service manufactured, distributed or offered by Licensee in connection with the Events.

4. Term. All licenses and rights granted in this agreement shall commence on the Effective Date and extend for the duration of the Publisher’s copyright in the Work. All licenses granted in this agreement are irrevocable.

5. Consideration. In consideration for granting the foregoing Synchronization License and Master Use License to Licensee, as a license fee for all rights granted and licensed pursuant to this Agreement, Licensee shall include Publishers’ music in the Events, providing a chance for thousands of viewers across the country to be exposed to Publishers’ music. Licensee will also consider promoting Publisher and Artist to visitors on www.gutterking.tv and by other means available to Licensee from time to time.
ARTIST'S COMPENSATION
Producer shall pay Artist, as compensation for his/her services under this agreement and all rights granted in this agreement 1 Point. For the purpose of this Agreement, a Point is one percent (1%) of net profits of Producer.

Absolutely no cash amounts up front shall be payable by Licensee to Publisher in connection with the licenses granted hereunder. Both Publisher and Artist understand and expressly agree that they will receive no performance royalties beyond the 1 Point, even if Licensed Masters are broadcast, made available online, or otherwise distributed in any manner. The additional publicity associated with having Publisher and Artist’s works broadcast, downloaded, or otherwise distributed is the only additional consideration to which they will be entitled.

6. Credit. Licensee shall use best efforts to credit the Publishers and Artist, and include such credit in the final edited version of the movies produced in the Program and subsequent reproductions, video and in each case in which screen credits for music are included in the Events. Subject to the foregoing, all other characteristics of such credit or any other credit shall be determined by Licensee in its sole discretion. No casual or inadvertent failure by Licensee to comply with the credit requirements set forth above, nor any failure by third parties to so comply, shall constitute a breach of this Agreement by Licensee.

7. Delivery Requirements. Publishers shall either deliver a digital master in AIFF or WAV format via email, or a mix of the Licensed Masters to Licensee or upload the Licensed Masters to Licensee within two weeks of Effective Date.

8. Representations and Warranties.
Publishers represent and warrant that: (i) Publishers are the Artist or legally represent the Artist; (ii) Publishers have the full right and authority to enter into this Agreement; (iii) Publishers exclusively own or control all copyright in and to the Licensed Masters and that Publishers own or control all other rights necessary to enter into and to fully perform this Agreement, (iv) Licensee’s use of the Licensed Masters and the inclusion of the same in the Events will not violate any rights of any kind or nature whatsoever, including but not limited to, copyright, trademark, patent or other intellectual property rights, of any person, firm, corporation, association, society or other entity; (v) in the case that Publisher has obtained third party consents, Publishers will obtain in writing all requisite consents and permissions of labor organizations, the copyright owners, and the Artist (if applicable) whose performances are embodied in the Licensed Masters and that the Publishers will pay all re-use payments, fees, royalties and other sums required to be paid for such consents and permission, in connection with Licensee’s use of the compositions and recordings embodied in the Licensed Masters.

9. Indemnification. Licensor shall be liable for and shall indemnify, defend and hold harmless GKF and GKF’s employees, trustees, officers, directors, shareholders, distributors, agents, affiliates, independent contractors, and students participating in the Events from and against any and all claims, causes of
action, loss, cost, property damage or injury in anyway arising from or related to (i) the alleged infringement of copyright or any other intellectual property rights in relation to use of the Licensed Masters; (ii) the alleged infringement of copyright or any other intellectual property rights granted by Publishers to Licensee utilized by Licensee in any Program during Events; and (iii) GKF’s or participating artists’ use or inclusion of any Licensed Masters or other content contained within the Licensed Masters (including without limitation claims based on copyright, invasion of privacy, right of publicity, the Communications Decency Act of 1996, obscenity or pornography, and the violation of any states or ordinances or other laws).

10. Miscellaneous.

(a) Limitations of Agreement. The relationship of GKF and Publishers hereunder is limited to the respective rights and obligations of the Parties specifically provided herein. Notwithstanding any provision of this Agreement to the contrary, nothing herein shall be construed to create a partnership or joint venture between the parties, to authorize either party to act as agent for the other, to permit either party to undertake any agreement for the other, or to use the name or identifying mark of the other, all except as it is specifically provided herein. Neither party shall be construed for any purpose to be an employee subject to the control and direction of the other.

(b) Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of GKF and Publisher. Provided however, that GKF and/or any parties GKF selects as licensees, partners, assigns or otherwise gives permission are authorized by publisher to show the programs and play the music that goes along with the program in accordance with the terms of the licenses granted herein and on an unlimited basis and without the payment of any fee to the Publisher. Neither party shall assign any rights nor obligations under this Agreement without the express written authorization of the other party.

(c) Notices. Any notice, request, demand, waiver, approval or other communication which is required or permitted to be given hereunder shall be in writing and shall be deemed given if delivered personally or sent by telegram or telecopy (with transmission confirmed) or by certified or registered mail, return receipts required with postage prepaid, or by Federal Express or an equivalent overnight delivery service, addressed to the parties at their respective addresses as either party may designate in writing to the other. Such notice, request, demand, waiver, consent, approval or other communication shall be deemed to have been given as of the date so delivered, telegraphed, or telecopied, or on the fifth day after deposit in the United States mail or on the second day after deposit with Federal Express or an equivalent overnight delivery service.

(d) Governing Law. This agreement shall be governed by and construed in accordance with the laws of FL, without giving effect to its principles or conflicts of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction. Any dispute arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of FL or of the United States District Court for the Central District of FL. Any process in any action or proceeding arising out of or in connection with this agreement may, among other methods, be served by delivering or mailing the same by registered or certified mail, directed to the other party at the address first written
above. Any such delivery or mail service shall be deemed to have the same effect as personal service within the State of FL.

c) Titles & Headings. Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement.

d) Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement is held to be invalid or unenforceable, it shall be construed to have the broadest interpretation, which would render it valid and enforceable.

(i) Amendments. No amendments modifications or waivers to this Agreement shall be valid unless in writing and signed by all parties to the Agreement.

(j) Entire Agreement. This Agreement constitutes the entire agreement between GKF and Licensor with respect to the services provided hereunder. This Agreement supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral, concerning the services or the rights and obligations relating to those services. This Agreement shall not be contradicted, explained or supplemented by any written or oral statements, proposals, representations, advertisements or service descriptions not expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

Date: __________________________
By: ____________________________
Gutter King Films, LLC

Date: 1/14/08
By: ____________________________
Jeb Banner
Music Director

Music Promotion/Licensed Masters (Exhibit A)

Artist name: ____________________________
Publisher name (if different): ____________________________

Please list all CD titles (for full CDs) or song titles (for individual songs) that may be used as described for Gutter King in the attached Synchronization and Master Use License Agreement.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
We’re working to promote your group. Provide the following info to help us:

Name of your group as you’d like it to appear: ____________________________________________

Web site: __________________________________________________________________________

Email address: ___________________________________ Phone: _____________________________

Short description of your group’s music: ________________________________________________

Upcoming shows (date/time/location): _________________________________________________

Please submit the signed agreement via fax (317-536-3679). Email us at jebbbanner@gmail.com or km90000@gmail.com, call us at 917.701.7163, or visit us at Music Coordinator, Gutter King Films, LLC, 804 W. Smith St. Orlando, FL 32804.
APPENDIX E: CREDIT LIST
Zeb Halsey......Will
Casey Clark.......Bob
Blake Logan.......Paul
Erica Ramirez.....Bebe

Camera Department
Matthew Hutchens
Walter Marshall
Keith Alan Morris
Mac Rutan
Sean O'Brien

Lighting Provided by
Brian Pieper
Mac Rutan

Digital Intermediate Technician
Matt Tinley

Unit Production Manager
Melissa Conrad

Production Assistance by
Nicole Winkel
Jami Holderbaum
Tiffany Tinley
Jordan Miller
Ricardo Williams
Ian Campbell
Travis DuBose
Jenna DuBose
Brent Larson
Darcy Larson

Music Assistance
Jeb Banner

Fight Choreography
Mark Newman
Mason Sharrow
Jason Marks
Keith Alan Morris

Makeup and FX
Devin Shayla
Buca di Beppo
Taco Bell
UCF
Orlando Film Commission
Premiere Cinemas 14 Orlando
Enzian Theater
Jim Jannard and Red Camera

Filmed on location in Orlando, Florida at:
The Junkyard Saloon
The Dungeon
The Harp and Celt Pub
Orlando Fitness Concepts
Orange Cycle

Featured
Ried Arnold
Darryl Baldwin
Guisseppe Bagheri
Arthur Braddy III
Owen Miller
Kevin O'Neill
Freddy Toussaint
Mason Sharrow
Anthony Manalang
Tom "Contender" McGarry
GJ "Sarge" Pilioglos
Mitch McElroy

Mills Gym Patrons
Jarret Dickson
Melissa Woodman
Saina Pelham
Josue Aquilor
Robert Burgess
Alfredo Escalera Jr.

Harp and Celt Pub Patrons
Mark Buckley
Andy Pastrana
Dolly Sharrow
Jamie Seng
David Joy
Jeff Raby
Jessica Detcher
Jacolyn Smith
April Kennedy
Katie Reekie
Jackie Groeteke
Matt Groeteke
Scott Rock
Dirk Born
Jessica Dillard
Sam Raper
Lee Parinis
Josh Crawford
Dwayne V. Ivy
Jason Zimmerman
Michelle LeBlanc
Iam Hanrhan
David Escobar
Rebecca Wein
Darren Shuman
Rick Boyd
Angie Brooks
Jeremy Ashe
Mary Ridick
Suzy Tarkentor

The Dungeon Patrons
Kristopher Stoll
Amber Knudsen
Sean Staite
Seth Nestlewood
Kristen Bass
Andrew Luckwurst
Ronny Anderson
Alex Perez
Nick Gibson
Moose Cook
Mario Long
Mitch Young

Bands
White Widow
Dead Man's Dream
Phatt Lipp
State
Jeb Banner
Junkyard Saloon Patrons
Tom "Contender" McGarry
GJ "Sarge" Pilioglos
Ray C. Stanley
Bob Snell
Amanda D'Alessio
Jon Conteder
Mitchell Cameron
Johnny Zochiojy
David Hill
Tiffany Clark
Maureen Wilson
Shaun Adams
Timothy Williams
Lanea Dunn
Louis M. Patrick
Mike Wetzel
Cody Hitchcock
John Truwell
Rhonda Varner
Bolt Varnter
Michael Shaffer
William Welch
Steven Martell
Robert Simmons
June Macwhitney
Colt Hickory
Jim Hataway

Foote Steel Workers
Edward Rivera
Rafael Ochoa
Dominic Porreca
Jaime Gellego
Sean Dickinson
Daniel Fowler
Clarence Walker
Cesar Ovando
Peter Joseph
Jaime Gallego
APPENDIX F: CALL SHEETS

The following documents are the call sheets for Gutter King. Missing pages are noted with blank pages. As the film’s cast and crew lived together in my house, we were able to keep to our schedule, which gave us plenty of room for improvisation late into the day and at nights. Our improvised fight scenes with large crowds had little planning on purpose. We knew they would be very hard to organize, and so after the day’s principal photography, armed with a stack of releases, we would descend on interesting, well-lit locations and shoot scenes with whoever happened to be there. We had call sheets and production reports only for the script, and no call sheets or production reports for improvisational scenes.
CALL SHEET
“Gutter King”

PRODUCTION DAY: 1
DIRECTOR: Keith Alan Morris
1st A.D.: Melissa Conrad
SET PHONE: 303-349-6800
PRODUCTION OFFICE
804 W. Smith, Orlando FL, 32804

CALL SHEET

CREW CALL:
BREKAST @ SET: 7:00AM
SHOOTING CALL: 7:30AM
LUNCH: 1:00PM

SUNRISE: 7:35AM  SUNSET: 7:34PM  MOON PHASE:
WEATHER: 84 degrees and partly cloudy. Zero percent of rain.
NEAREST HOSPITAL TO LOCATION:
Florida Hospital

Quote of the Day: I hope these people can act...nope.

SHOOTING SCHEDULE

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>Day</th>
<th>RE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
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</thead>
<tbody>
<tr>
<td>Bob’s Truck</td>
<td>4.5.6</td>
<td></td>
<td>BOB and Will at JAC</td>
<td>Day</td>
<td>E</td>
<td>2</td>
<td>4/6E</td>
<td>9:00A</td>
<td>804 W. Smith, Orlando FL, 32804</td>
</tr>
<tr>
<td>Highway</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>College Park</td>
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<td></td>
<td></td>
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***TOTAL NUMBER OF SCENES: 3 ***
TOTAL NUMBER OF PAGES: 3

TALENT

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<th>Talent Name</th>
<th>Pick-Up</th>
<th>Location Call</th>
<th>Wardrobe</th>
<th>Make-Up</th>
<th>Shooting Call</th>
<th>SWIMMT Trips</th>
<th>Notes</th>
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<tbody>
<tr>
<td>1</td>
<td>Will</td>
<td>Zeb Holtzli</td>
<td>9:00am</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bob</td>
<td>Casey Clark</td>
<td>9:00am</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
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EXTRAS: 0  NEEDED FOR: N/A  CALL: N/A  REPORT TO: N/A

SPECIAL DEPARTMENT INSTRUCTIONS

Art:
Property:
Camera:
Grip:
Lighting:
Locations:
Make-up:
Blood, sweat, and bruises
Production:
Sound:
Transportation:
Camera Car & Picture Car
Wardrobe:

ADVANCE SCHEDULE:

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<th>Shots</th>
<th>Description</th>
<th>DN</th>
<th>RE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
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<tbody>
<tr>
<td>JAC</td>
<td>3</td>
<td></td>
<td>Bob talks to Will at JAC</td>
<td>D</td>
<td>E</td>
<td>2</td>
<td>3/4E</td>
<td>9:00</td>
</tr>
<tr>
<td>Bob’s Truck</td>
<td>5</td>
<td></td>
<td>Bob drives home pickups</td>
<td>D</td>
<td>E</td>
<td>2</td>
<td>1/8</td>
<td>9:00</td>
</tr>
<tr>
<td>College Park</td>
<td>8</td>
<td></td>
<td>Drive Through College Park</td>
<td>D</td>
<td>E</td>
<td>2</td>
<td>1/8</td>
<td>9:00</td>
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***TOTAL NUMBER OF SCENES: 3 ***
TOTAL NUMBER OF PAGES: 3

158
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<td>Director</td>
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<td>Producer</td>
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<tr>
<td>Unit Production Manager</td>
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<tr>
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<td>Key Production Assistant</td>
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<tr>
<td>Director of Photography</td>
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<td>1st Assistant Camera</td>
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<tr>
<td>2nd Assistant Camera</td>
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<tr>
<td>Key Grip</td>
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<td></td>
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</tr>
<tr>
<td>Alternate Key Grip</td>
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</tr>
<tr>
<td>Best Boy Grip</td>
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<td>Company Grip</td>
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<tr>
<td>Sound</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Mixer</td>
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<tr>
<td>Boom Op</td>
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<tr>
<td>Makeup/Wardrobe</td>
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<tr>
<td>Key Makeup Artist</td>
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<td>Key Wardrobe Supervisor</td>
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<td>Locations</td>
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<tr>
<td>Catering/Craft Service</td>
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<td>Chef</td>
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<tr>
<td>MEALS:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Breakfast @</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lunch @</td>
<td></td>
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</table>

**LOCATION MAP & DIRECTIONS**

**TO LOCATION FROM PRODUCTION OFFICE**

Directions to

From the Production Office:

**TO LOCATION FROM HOTEL**
This page intentionally left blank.
## Call Sheet

**“Gutter King”**

### Crew Call:
- **Breakfast @ Set:** 7:40AM
- **Shooting Call:** 7:30AM
- **Lunch:** 1:00PM

### Production Information:
- **Director:** Keith Alan Morris
- **1st A.D.:** Melissa Conrad
- **Production Office:** 804 W. Smith, Orlando FL, 32804
- **Set Location:** 804 W. Smith, Orlando FL, 32804
- **Nearest Hospital to Location:** Florida Hospital

### Shooting Schedule:

<table>
<thead>
<tr>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>Din</th>
<th>We</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td></td>
<td>Will meets Paul</td>
<td>D</td>
<td>E</td>
<td>2</td>
<td>1/8</td>
<td>9:00AM</td>
<td>804 W. Smith, Orlando FL, 32804</td>
</tr>
<tr>
<td>11</td>
<td></td>
<td>Will see S&amp;O, Paul Ditches with Chores</td>
<td>d</td>
<td>e</td>
<td>3</td>
<td>1/8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>Will and Paul head-to-head</td>
<td>n</td>
<td>i</td>
<td>2</td>
<td>1/8</td>
<td></td>
<td></td>
</tr>
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### Total Number of Scenes: **2**

### Talent:

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>Talent Name</th>
<th>Pick-Up</th>
<th>Location Call</th>
<th>Wardrobes</th>
<th>Makeup Call</th>
<th>Shooting Call</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Will</td>
<td>Zach Hallock</td>
<td>9:05am</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bob</td>
<td>Casey Clark</td>
<td>9:00am</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Babe</td>
<td>Enzo Ramirez</td>
<td>9:00am</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
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</table>

### Extras:
- 0

### Special Department Instructions:
- **Art:**
- **Camera:**
- **Grip:**
- **Lighting:**
- **Locations:**
- **Make-up:** Blood, sweat, and bruises
- **Production:**
- **Sound:**
- **Transportation:** Camera Car & Picture Car
- **Wardrobe:**

### Advance Schedule:

<table>
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<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>Din</th>
<th>We</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
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</thead>
<tbody>
<tr>
<td>13</td>
<td>D</td>
<td></td>
<td></td>
<td>E</td>
<td>1,2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>D</td>
<td></td>
<td></td>
<td>E</td>
<td>1,2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>D</td>
<td></td>
<td></td>
<td>E</td>
<td>1,2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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Quote of the Day: I hope these people can act... nope.
**CALL SHEET**

**“Gutter King”**

**CREW CALL:**
- BREAKFAST @ SET: 7:00AM
- SHOOTING CALL: 7:30AM
- LUNCH: 1:00PM

**DAY/DATE:** March 18th

**PRODUCTION DAY:** 5

**DIRECTOR:** Keith Alan Morris

**1st A.D.:** Melissa Conrad

**SUNRISE:** 7:35AM  **SUNSET:** 7:34PM  **MOON PHASE:**

**SET PHONE:** 303-349-8800

**WEATHER:** 87 degrees and partly cloudy 20 percent of rain.

**PRODUCTION OFFICE:**
- 804 W. Smith, Orlando FL, 32804

**SET LOCATION:**
- 804 W. Smith, Orlando FL, 32804

**NEAREST HOSPITAL TO LOCATION:**
- Florida Hospital

---

**SHOOTING SCHEDULE**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DN</th>
<th>BE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>O'Routeke home</td>
<td>12</td>
<td>1</td>
<td>Will discovers pics</td>
<td>Day</td>
<td>I</td>
<td>1.4</td>
<td>6/8</td>
<td>9:00AM</td>
<td>804 W. Smith, Orlando FL, 32804</td>
</tr>
<tr>
<td>Backyard</td>
<td>13</td>
<td></td>
<td>Will and Arterna and Babe</td>
<td>d</td>
<td>e</td>
<td>1.4</td>
<td>3 1/8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Yard</td>
<td>14</td>
<td></td>
<td>Babe leaves for pool</td>
<td>d</td>
<td>e</td>
<td>1.4</td>
<td>3/8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>College park pool</td>
<td>15</td>
<td>2</td>
<td>Babe swims, will watch</td>
<td>d</td>
<td>e</td>
<td>1.4</td>
<td>3/8</td>
<td></td>
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**TOTAL NUMBER OF SCENES:** 3

**TOTAL NUMBER OF PAGES:** 3

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**TALENT**

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<tr>
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<th>Talent Name</th>
<th>Pick-Up</th>
<th>Location Call</th>
<th>Wardrobe</th>
<th>Make-Up</th>
<th>Shooting Call</th>
<th>留白</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Will</td>
<td>Zab Hafsid</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9:00am</td>
<td>w</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bob</td>
<td>Casey Clark</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9:00am</td>
<td>w</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Babe</td>
<td>Erica Ramirez</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9:00am</td>
<td>w</td>
<td></td>
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<td>4</td>
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**EXTRAS:** 0  **NEEDED FOR:** NA  **CALL:** NA  **REPORT TO:** NA

---

**SPECIAL DEPARTMENT INSTRUCTIONS**

- **Art:**
- **Property:**
- **Camera:**
- **Grip:**
- **Lighting:**
- **Locations:**
- **Make-up:** Blood, sweat, and bruises
- **Production:**
- **Sound:**
- **Transportation:** Camera Car & Picture Car
- **Wardrobe**

---

**ADVANCE SCHEDULE**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DN</th>
<th>BE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Backyard</td>
<td>13</td>
<td>17</td>
<td>Will and Arterna and Babe</td>
<td>E</td>
<td>D</td>
<td>1.2</td>
<td>3 1/8</td>
<td>9:00</td>
<td>Smith st. house</td>
</tr>
<tr>
<td>Backyard</td>
<td>14</td>
<td>6</td>
<td>Babe leaves for pool</td>
<td>E</td>
<td>D</td>
<td>1.2</td>
<td>3</td>
<td>9:00</td>
<td></td>
</tr>
<tr>
<td>Backyard</td>
<td>15</td>
<td>7</td>
<td>Babe swims, will watch</td>
<td>D</td>
<td>E</td>
<td>1.2</td>
<td>2</td>
<td>9:00</td>
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**TOTAL NUMBER OF SCENES:** 3

**TOTAL NUMBER OF PAGES:** 3
CALL SHEET
“Gutter King”

DAGGDATE: March 19th
PRODUCTION DAY: 6
DIRECTOR: Keith Alan Morris
1st A.D.: Melissa Conrad
SET PHONE: 303-349-6800
WEATHER: 80 degrees and partly cloudy 20 percent of rain.

PRODUCTION OFFICE
804 W. Smith, Orlando FL, 32804
SET LOCATION:
804 W. Smith, Orlando FL, 32804
NEAREST HOSPITAL TO LOCATION:
Florida Hospital

Quote of the Day: One death is a tragedy; one million is a statistic. ~Joseph Staln

SHOOTING SCHEDULE

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DIN</th>
<th>RE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Backyard</td>
<td>17</td>
<td>10</td>
<td>Paul &amp; Bob confront Will</td>
<td>Day</td>
<td>E</td>
<td>1,3</td>
<td>1/2</td>
<td>9:00AM</td>
<td>804 W. Smith, Orlando FL, 32804</td>
</tr>
<tr>
<td>Princeton Dr.</td>
<td>18</td>
<td>4</td>
<td>Bob buys Will’s cell phone</td>
<td>d</td>
<td>i</td>
<td>1,2,3</td>
<td>4/9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Backyard</td>
<td>19</td>
<td>19</td>
<td>Paul discovers photo</td>
<td>n</td>
<td>e</td>
<td>1,2,3</td>
<td>2/3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>O’Rourke Home</td>
<td>20</td>
<td>2</td>
<td>Paul is sullen at dinner</td>
<td>n</td>
<td>i</td>
<td>1,2,3</td>
<td>3/8</td>
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***TOTAL NUMBER OF SCENES: 5 TOTAL NUMBER OF PAGES: 7***

TALENT

<table>
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<th>Talent Name</th>
<th>Pick-Up</th>
<th>Location Call</th>
<th>Wardrobe</th>
<th>Make-Up</th>
<th>Shooting Call</th>
<th>SM/HR/Off</th>
<th>Notes</th>
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<tbody>
<tr>
<td>1</td>
<td>Will</td>
<td>Zeb Halsey</td>
<td>9:00AM</td>
<td>w</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bob</td>
<td>Casey Clark</td>
<td>9:00AM</td>
<td>w</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Babe</td>
<td>Erica Ramirez</td>
<td>9:00AM</td>
<td>w</td>
<td></td>
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<tr>
<td>4</td>
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EXTRAS: 0 NEEDED FOR: N/A CALL: N/A REPORT TO: N/A

SPECIAL DEPARTMENT INSTRUCTIONS

Art:
Property:
Camera:
Grip:
Lighting:
Locations:
Make-up: Blood, sweat, and bruises
Production:
Sound:
Transportation: Camera Car & Picture Car
Wardrobe:

ADVANCE SCHEDULE:

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DIN</th>
<th>RE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
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<tbody>
<tr>
<td>Front yard</td>
<td>22</td>
<td>7</td>
<td>Bob, Will discuss Paul</td>
<td>D</td>
<td>w</td>
<td>1,3</td>
<td>3/8</td>
<td>9:00</td>
<td>Smith st. house</td>
</tr>
<tr>
<td>Garage</td>
<td>23</td>
<td>7</td>
<td>Paul confronts Will</td>
<td>D</td>
<td>i</td>
<td>1,3</td>
<td>7/8</td>
<td>9:00</td>
<td></td>
</tr>
<tr>
<td>Front yard</td>
<td>24</td>
<td>8</td>
<td>Someone pulls Will off roof</td>
<td>d</td>
<td>i</td>
<td>1</td>
<td>1</td>
<td>9:00</td>
<td></td>
</tr>
<tr>
<td>Paul’s room</td>
<td>25</td>
<td>12</td>
<td>Head to head discussion</td>
<td>n</td>
<td>i</td>
<td>1,3</td>
<td>1/4</td>
<td>9:00</td>
<td></td>
</tr>
</tbody>
</table>

***TOTAL NUMBER OF SCENES: 5 TOTAL NUMBER OF PAGES: 4***

163
**CALL SHEET**

"Gutter King"

**CREW CALL:**
- BREAKFAST @ SET: 7:00AM
- SHOOTING CALL: 7:30AM
- LUNCH: 1:00PM

**PRODUCTION DAY:** T
**DIRECTOR:** Keith Alan Morris
**1st A.D.:** Melissa Conrad
**SET PHONE:** 303-349-6800
**WEATHER:** 77 degrees and mostly sunny 20 percent of rain.

**PRODUCTION OFFICE**
804 W. Smith, Orlando FL, 32804

**SET LOCATION**
804 W. Smith, Orlando FL, 32804

**NEAREST HOSPITAL TO LOCATION:**
Florida Hospital

---

**SHOOTING SCHEDULE**

<table>
<thead>
<tr>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DN</th>
<th>RE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
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</thead>
<tbody>
<tr>
<td>22</td>
<td>7</td>
<td>Bob, Will discuss Paul</td>
<td>Day</td>
<td>E</td>
<td>1/3</td>
<td>1/8</td>
<td>9:00AM</td>
<td>804 W. Smith, Orlando FL, 32804</td>
</tr>
<tr>
<td>23</td>
<td>7</td>
<td>Paul confronts Will</td>
<td>d</td>
<td>i</td>
<td>1/3</td>
<td>1/8</td>
<td>F</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>8</td>
<td>Someone pulls Will of roof</td>
<td>D</td>
<td>i</td>
<td>1/3</td>
<td>1/8</td>
<td>F</td>
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**TALENT**

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<th>Talent Name</th>
<th>Pick Up</th>
<th>Location Call</th>
<th>Wardrobe</th>
<th>Make-Up</th>
<th>Shooting Call</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Will</td>
<td>Zeb Halsey</td>
<td>9:00am</td>
<td>F</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bob</td>
<td>Casey Clark</td>
<td>8:00am</td>
<td>F</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bebe</td>
<td>Erica Ramirez</td>
<td>8:00am</td>
<td>F</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EXTRAS:** 0

**SPECIAL DEPARTMENT INSTRUCTIONS**

- **Art:**
- **Camera:** Red-Rum Camera
- **Grip:**
- **Lighting:** PVC tubes, China balls
- **Locations:** House at Smith street
- **Make-up:** Cuts, scrapes
- **Production:**
- **Sound:** Axen XGM 2x boom mic, Fastech LE2 field recorder
- **Transportation:** Camera Car & Picture Car
- **Wardrobe:** Casual clothes

**ADVANCE SCHEDULE**

<table>
<thead>
<tr>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DN</th>
<th>RE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>9</td>
<td>Bebe discovers Will unconscious</td>
<td>D</td>
<td>e</td>
<td>1/4</td>
<td>1/8</td>
<td>9:00</td>
<td>Smith st. house</td>
</tr>
<tr>
<td>28</td>
<td>4</td>
<td>Will searches for Paul, Bebe follows</td>
<td>D</td>
<td>i</td>
<td>1/4</td>
<td>4/8</td>
<td>9:00</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>8</td>
<td>Will is upset, Bebe sits with him</td>
<td>d</td>
<td>a</td>
<td>1/4</td>
<td>1/8</td>
<td>9:00</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>13</td>
<td>Will/Bebe get to know each other</td>
<td>D</td>
<td>E</td>
<td>1/4</td>
<td>1/8</td>
<td>9:00</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>3</td>
<td>Bebe talks</td>
<td>D</td>
<td>E</td>
<td>1/3</td>
<td>2/8</td>
<td>9:00</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>3</td>
<td>Paul finds note</td>
<td>D</td>
<td>i</td>
<td>3/3</td>
<td>2/9</td>
<td>9:00</td>
<td></td>
</tr>
</tbody>
</table>
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CALL SHEET
“Gutter King”

CREW CALL:
BREAKFAST @ SET: 7:00AM
SHOOTING CALL: 7:30AM
LUNCH: 1:00PM

DAYDATE: March 23rd
PRODUCTION DAY: 9
DIRECTOR: Keith Alan Morris
1st A.D.: Melissa Conrad
PRODUCTION OFFICE
804 W. Smith, Orlando FL, 32804
SET PHONE: 303-349-6800
WEATHER: 79 degrees and partly cloudy 20 percent of rain.

SUNRISE: 7:26AM  SUNSET: 7:39PM  MOON PHASE:

PRODUCTION OFFICE
SET LOCATION:
804 W. Smith, Orlando FL, 32804
NEAREST HOSPITAL TO LOCATION:
Florida Hospital

Quotes of the Day:

SHOOTING SCHEDULE

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DN</th>
<th>#E</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>O'routeke Back Yard</td>
<td>31</td>
<td>7</td>
<td>Will Grabs Paul</td>
<td>Day</td>
<td>1</td>
<td>3/6</td>
<td>8:00AM</td>
<td>804 W. Smith, Orlando FL, 32804</td>
<td></td>
</tr>
<tr>
<td>NEWSPRINT</td>
<td>32</td>
<td>7</td>
<td>Will Bob Bond</td>
<td>Evening</td>
<td>1</td>
<td>3</td>
<td>11:00 AM</td>
<td>College Park</td>
<td></td>
</tr>
<tr>
<td>O'routeke Home</td>
<td>33</td>
<td>8</td>
<td>Paul clocks Will out</td>
<td>Night</td>
<td>1</td>
<td>3/8</td>
<td>12 PM</td>
<td>804 W. Smith, Orlando FL, 32804</td>
<td></td>
</tr>
<tr>
<td>O'routeke Home</td>
<td>34</td>
<td>6</td>
<td>Bob gives Will the office</td>
<td>Morning</td>
<td>1</td>
<td>3/6</td>
<td>3 PM</td>
<td>804 W. Smith, Orlando FL, 32804</td>
<td></td>
</tr>
<tr>
<td>O'routeke Home</td>
<td>35</td>
<td>7</td>
<td>Bob confronts Paul</td>
<td>d</td>
<td>1</td>
<td>2/3</td>
<td>5:30 PM</td>
<td>804 W. Smith, Orlando FL, 32804</td>
<td></td>
</tr>
</tbody>
</table>

TALENT

| #  | Scripted Name | Talent Name  | Pick-Up | Location Call | Wardrobe | Make-Up | Shooting Call | SM/HR/Tiff | Notes |
|----|---------------|--------------|---------|---------------|----------|---------|---------------|------------|
| 1  | Will          | Zeb Halsall  | 9:00am  |              |          |         |               |            |       |
| 2  | Bob           | Casey Clark  | 9:00am  |              |          |         |               |            | w     |
| 3  | Paul          | Blake Logan  | 9:00am  |              |          |         |               |            | w     |
| 4  |               |              |         |              |          |         |               |            |       |
| 5  |               |              |         |              |          |         |               |            |       |
| 6  |               |              |         |              |          |         |               |            |       |
| 7  |               |              |         |              |          |         |               |            |       |
| 8  |               |              |         |              |          |         |               |            |       |

EXTRAS: 0  NEEDED FOR: N/A  CALL: N/A  REPORT TO: N/A

SPECIAL DEPARTMENT INSTRUCTIONS

Art: Note book
Property: Driveway, shed, parking lot
Camera: Red One Camera
Grip: PVC tubes, China balls
Lighting: House at Smith street, backyard, front yard
Make-up: Cuts, scrapes, blood, bruises
Production: Arden XOM 2x boom mic, Fostech LE2 field recorder
Transportation: Camera Car & Picture Car
Wardrobe: Casual clothes, sleep clothes

ADVANCE SCHEDULE:

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DN</th>
<th>#E</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>College Park</td>
<td>36</td>
<td>2</td>
<td>Paul and Will fight</td>
<td>N</td>
<td>a</td>
<td>1/3</td>
<td>6/4/6</td>
<td>9:00</td>
<td>College Park</td>
</tr>
</tbody>
</table>

***TOTAL NUMBER OF SCENES: TOTAL NUMBER OF PAGES: ***
**CALL SHEET**  
**Gutter King**

**CREW CALL:**  
BREAKFAST @ SET: 7:00AM  
SHOOTING CALL: 7:30AM  
LUNCH: 1:00PM

**PRODUCTION OFFICE**  
804 W. Smith, Orlando FL, 32804  
SET LOCATION:  
804 W. Smith, Orlando FL, 32804  
NEAREST HOSPITAL TO LOCATION:  
Florida Hospital

**Quote of the Day:**

**SHOOTING SCHEDULE**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DN/WE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>O'ROURKE Backyard</td>
<td>38</td>
<td></td>
<td>Paul vs Will</td>
<td>Mon</td>
<td>1.3</td>
<td>1/2</td>
<td>9:00 am</td>
<td>College Park</td>
</tr>
<tr>
<td>Wills Room</td>
<td>37</td>
<td></td>
<td>Bob vs Will</td>
<td>Fri</td>
<td>1.3</td>
<td>1/2</td>
<td>6:00 pm</td>
<td>College Park</td>
</tr>
</tbody>
</table>

**TALENT**

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>Talent Name</th>
<th>Pick Up</th>
<th>Location Call</th>
<th>Wardrobe</th>
<th>Make Up</th>
<th>Shooting Call</th>
<th>SW/HY/TIFF</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Will</td>
<td>Zeb Hatcli</td>
<td>9:00 am</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Paul</td>
<td>Blake Logan</td>
<td>9:00 am</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bob</td>
<td>Casey Clark</td>
<td>6:00 pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EXTRAS:** 0  
**NEEDED FOR:** NA  
**CALL:** NA  
**REPORT TO:** NA

**SPECIAL DEPARTMENT INSTRUCTIONS**

Art:
- Property: Driveway, shed, parking lot
- Camera: Red-One Camera
- Grip:
- Lighting: PVC tubes, China balls
- Locations: House at Smith street, backyard, front yard
- Make-up: Cuts, scrapes, blood, bruises
- Production:
  - Sound: Aiden XOM 5a beam mic, Fostech LE2 field recorder
  - Transportation: Camera Car A Picture Car
  - Wardrobe: Casual clothes

**ADVANCE SCHEDULE**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DN/WE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>O'ROURKE BACKYARD</td>
<td>38</td>
<td>1</td>
<td>Paul threatens Will</td>
<td>E</td>
<td>1.3</td>
<td>1/2</td>
<td></td>
<td>College Park</td>
</tr>
<tr>
<td>WILLS ROOM</td>
<td>37</td>
<td>1</td>
<td>Bob confronts Will</td>
<td>I</td>
<td>1.3</td>
<td>1/2</td>
<td></td>
<td>College Park</td>
</tr>
</tbody>
</table>

**TOTAL NUMBER OF SCENES:** 2  
**TOTAL NUMBER OF PAGES:** 2 7/8
CALL SHEET
“Gutter King”

CREW CALL:
BREFAST @ SET: 7:04AM
SHOOTING CALL: 7:30AM
LUNCH: 1:00PM

D AY: DATE: March 25th
PRODUCTION DAY: 11
DIRECTOR: Keith Alan Morris
1st A.D.: Melissa Conrad
SUNRISE: 7:23AM
SET PHONE: 303-349-6800
SUNSET: 7:40PM
WEATHER: 70 degrees and mostly sunny 0 percent of rain.
MOON PHASE:

PRODUCTION OFFICE
804 W. Smith, Orlando FL, 32804
SET LOCATION:
804 W. Smith, Orlando FL, 32804
NEAREST HOSPITAL TO LOCATION:
Florida Hospital

Quote of the Day:

SHOOTING SCHEDULE

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DIN</th>
<th>IE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>O’ROURKE Backyard</td>
<td>38</td>
<td></td>
<td>Paul threatens Will</td>
<td>Morn</td>
<td>E</td>
<td>1.3</td>
<td>1/2 B</td>
<td>9:00 am</td>
<td>College Park</td>
</tr>
<tr>
<td>Wills Room</td>
<td>37</td>
<td></td>
<td>Bob confronts Will</td>
<td>N</td>
<td>I</td>
<td>1.3</td>
<td>1/2 B</td>
<td>6:00 pm</td>
<td>College Park</td>
</tr>
</tbody>
</table>

TALENT

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>Talent Name</th>
<th>Pick-Up</th>
<th>Location Call</th>
<th>Wardrobe</th>
<th>Make-Up</th>
<th>Shooting Call</th>
<th>SIMI/MOTIF</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Will</td>
<td>Zach Halvili</td>
<td>9:00 am</td>
<td>w</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Paul</td>
<td>Blake Logan</td>
<td>9:00 am</td>
<td>w</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bob</td>
<td>Casey Clark</td>
<td>9:00 pm</td>
<td>w</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EXTRAS: 0 NEEDED FOR: N/A CALL: N/A REPORT TO: N/A

SPECIAL DEPARTMENT INSTRUCTIONS:

Art:
Property: Driveway, shed, parking lot
Camera: Red-One Camera
Grp:
Lighting: PVC tubes, China balls
Locations: House at Smith street, backyard, front yard
Make-up: Cuts, scrapes, blood, bruises
Production:
Sound: Aurum XGM 2x boom mic, Fostech LE2 field recorder
Transportation: Camera Car & Picture Car
Wardrobe: Casual clothes

ADVANCE SCHEDULE:

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DIN</th>
<th>IE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>O’ROURKE BACKYARD</td>
<td>38</td>
<td>16</td>
<td>Paul threatens Will</td>
<td>D</td>
<td>E</td>
<td>1.3</td>
<td>1/2 B</td>
<td></td>
<td>College Park</td>
</tr>
<tr>
<td>Wills Room</td>
<td>37</td>
<td>15</td>
<td>Bob confronts Will</td>
<td>N</td>
<td>I</td>
<td>1.3</td>
<td>1/2 B</td>
<td></td>
<td>College Park</td>
</tr>
</tbody>
</table>

***TOTAL NUMBER OF SCENES: 2 TOTAL NUMBER OF PAGES: 2 7/8 ***
**CALL SHEET**

**Gutter King**

**CREW CALL:**
Breakfast @ Set: 7:30 AM
Shooting Call: 8:30 AM
Lunch: 1:00 PM

**PRODUCTION OFFICE**
804 W. Smith, Orlando FL, 32804

**SET LOCATION:**
804 W. Smith, Orlando FL, 32804

**NEAREST HOSPITAL TO LOCATION:**
Florida Hospital

**Quote of the Day:**

**SHOOTING SCHEDULE**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>D/N</th>
<th>R/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>O'Rourke Backyard</td>
<td>42</td>
<td></td>
<td>Bebe backyard</td>
<td>D</td>
<td>E</td>
<td>1/4</td>
<td>1/8</td>
<td>10:30 am</td>
<td>College Park</td>
</tr>
<tr>
<td>O'Rourke Backyard</td>
<td>43</td>
<td></td>
<td>Will/Belle in hammock discuss Paul</td>
<td>D</td>
<td>E</td>
<td>1/4</td>
<td>1/8</td>
<td>10:30 am</td>
<td>College Park</td>
</tr>
<tr>
<td>O'Rourke Home</td>
<td>44</td>
<td></td>
<td>Paul ignores Will at dinner</td>
<td>E</td>
<td>I</td>
<td>1/3</td>
<td>1/8</td>
<td>4:00 pm</td>
<td>College Park</td>
</tr>
<tr>
<td>O'Rourke Backyard</td>
<td>45</td>
<td></td>
<td>Will sneaks out with Belle</td>
<td>N</td>
<td>E</td>
<td>1/4</td>
<td>1</td>
<td>7:00 pm</td>
<td>College Park</td>
</tr>
<tr>
<td>Will's Room</td>
<td>46</td>
<td></td>
<td>Will can't sleep</td>
<td>N</td>
<td>I</td>
<td>1</td>
<td>1</td>
<td>7:00 pm</td>
<td>College Park</td>
</tr>
</tbody>
</table>

**TALENT**

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>TALENT NAME</th>
<th>Pick-Up</th>
<th>Location Call</th>
<th>Wardrobe</th>
<th>Make-Up</th>
<th>Shooting Call</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Will</td>
<td>Zeb Halwell</td>
<td>9:45</td>
<td></td>
<td></td>
<td></td>
<td>10:00 am</td>
<td>w</td>
</tr>
<tr>
<td>2</td>
<td>Paul</td>
<td>Blake Logan</td>
<td>9:45</td>
<td></td>
<td></td>
<td></td>
<td>3:00 pm</td>
<td>w</td>
</tr>
<tr>
<td>3</td>
<td>Bella</td>
<td>Erica Ramirez</td>
<td>9:45</td>
<td></td>
<td></td>
<td></td>
<td>10:00 am</td>
<td>w</td>
</tr>
<tr>
<td>4</td>
<td>Bob</td>
<td>Casey Clark</td>
<td>9:45</td>
<td></td>
<td></td>
<td></td>
<td>3:00 pm</td>
<td>w</td>
</tr>
</tbody>
</table>

**SPECIAL DEPARTMENT INSTRUCTIONS**

- **Act:**
  - Property: Driveway, shed.
  - Camera: Red One Camera
  - Grip:
  - Lighting: PVC tubes, China balls
  - Locations: House at Smith street, backyard, front yard
  - Make-up: Cuts, scrapes, blood, bruises
  - Production:
  - Sound: Audyn X5M 2x boom mic, Fastech LE2 field recorder
  - Transportation: Camera Car & Picture Car
  - Wardrobe: Casual clothes, sleep clothes

**ADVANCE SCHEDULE**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>D/N</th>
<th>R/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul's Room</td>
<td>47</td>
<td>4</td>
<td>Paul not sleeping</td>
<td>Morn</td>
<td>I</td>
<td>2/3</td>
<td>4/8</td>
<td>7:00 am</td>
<td>College Park</td>
</tr>
<tr>
<td>College Park</td>
<td>48</td>
<td>3</td>
<td>Will follows Paul, sees Bob</td>
<td>D</td>
<td>E</td>
<td>1/2</td>
<td>3/9</td>
<td>2:00 pm</td>
<td>College Park</td>
</tr>
</tbody>
</table>

***TOTAL NUMBER OF SCENES: 2***

***TOTAL NUMBER OF PAGES: 7/8***
CALL SHEET

“Gutter King”

CREW CALL:
BREAKFAST @ SET: 7:30AM
SHOOTING CALL: 8:30AM
LUNCH: 1:00PM

D A Y / D A T E: March 27th
PRODUCTION DAY: 13
DIRECTOR: Keith Alan Morris
1st A.D.: Melissa Conrad
SET PHONE: 303-349-6800
WEATHER: 80 degrees and mostly sunny 10 percent of rain.
PRODUCTION OFFICE
804 W. Smith, Orlando FL, 32804
SET LOCATION:
804 W. Smith, Orlando FL, 32804
NEAREST HOSPITAL TO LOCATION:
Florida Hospital

QUOTE OF THE DAY:

SHOOTING SCHEDULE

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DIN</th>
<th>RE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>O’ROURKE Backyard</td>
<td>42</td>
<td>10</td>
<td>Figuring</td>
<td>D</td>
<td>E</td>
<td>1.4</td>
<td>1/8</td>
<td>10:30 am</td>
<td>College Park</td>
</tr>
<tr>
<td>O’ROURKE Backyard</td>
<td>43</td>
<td>8</td>
<td>Will BeBe in hammock</td>
<td>D</td>
<td>E</td>
<td>1.4</td>
<td>1/8</td>
<td>10:30 am</td>
<td>College Park</td>
</tr>
<tr>
<td>O’ROURKE Home</td>
<td>44</td>
<td>2</td>
<td>Paul ignores will at dinner</td>
<td>E</td>
<td>I</td>
<td>1.33</td>
<td>1/8</td>
<td>4:00 pm</td>
<td>College Park</td>
</tr>
<tr>
<td>O’ROURKE Backyard</td>
<td>45</td>
<td>6</td>
<td>Will sneaks out with BeBe</td>
<td>N</td>
<td>I</td>
<td>1.4</td>
<td>1</td>
<td>7:00 pm</td>
<td>College Park</td>
</tr>
<tr>
<td>Wills Room</td>
<td>46</td>
<td>6</td>
<td>Will can’t sleep</td>
<td>N</td>
<td>I</td>
<td>1</td>
<td>1</td>
<td>7:00 pm</td>
<td>College Park</td>
</tr>
</tbody>
</table>

TALENT

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>Scripted Name</th>
<th>Pick-Up</th>
<th>Location Call</th>
<th>Wardrobe</th>
<th>Make-Up</th>
<th>Shooting Call</th>
<th>SW/HRT/Ref</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Will</td>
<td>Zeb Holsell</td>
<td>9:45</td>
<td>Morning</td>
<td></td>
<td></td>
<td>10:00 am</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Paul</td>
<td>Blake Logan</td>
<td>9:45</td>
<td></td>
<td></td>
<td></td>
<td>3:00 pm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>BeBe</td>
<td>Ena Ramirez</td>
<td>9:45</td>
<td></td>
<td></td>
<td></td>
<td>10:00 am</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Bob</td>
<td>Casey Clark</td>
<td>9:45</td>
<td></td>
<td></td>
<td></td>
<td>3:00 pm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EXTRAS: 0

SPECIAL DEPARTMENT INSTRUCTIONS

Art:
Property: Driveway, shed.
Camera: Red-One Camera
Grip

Lighting:
PVC tubes, choke box

Locations:
House at Smith street, backyard, front yard

Make-up:
Cuts, scrages, blood, bruises

Production:
Sound:
Arden XGM 3v boam mic, FASTECH PALE field recorder
Transportation:
Camera Car & Picture Car
Wardrobe:
Casual clothes, sleep clothes

ADVANCE SCHEDULE:

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DIN</th>
<th>RE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pauls Room</td>
<td>47</td>
<td>4</td>
<td>Paul not sleeping</td>
<td>Morning</td>
<td>I</td>
<td>2.3</td>
<td>4/8</td>
<td>7:00 am</td>
<td>College Park</td>
</tr>
<tr>
<td>College Park</td>
<td>48</td>
<td>3</td>
<td>Will follow Paul, sees Bob</td>
<td>D</td>
<td>E</td>
<td>1.33</td>
<td>3/8</td>
<td>2:00 pm</td>
<td>College Park</td>
</tr>
</tbody>
</table>

***TOTAL NUMBER OF SCENES: 2 TOTAL NUMBER OF PAGES: 7/8***
**CALL SHEET**

**Gutter King**

**CREW CALL:**
- BREAKFAST @ SET: 7:30AM
- SHOOTING CALL: 8:30AM
- LUNCH: 1:00PM

**Day/Date:** March 28th

**Production Day:** 14

**Director:** Keith Alan Morris

**Production Office:**
- 804 W. Smith, Orlando FL, 32804

**Set Location:**
- 804 W. Smith, Orlando FL, 32804

**Nearest Hospital to Location:**
- Florida Hospital

**Sunrise:** 7:20AM  **Sunset:** 7:42PM  **Moon Phase:**

**Weather:** 83 degrees and mostly sunny 0 percent of rain.

**Quote of the Day:**

---

**Scripted Schedule**

<table>
<thead>
<tr>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DIN</th>
<th>IE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>47</td>
<td>5</td>
<td>Paul's not sleeping</td>
<td>Morning</td>
<td>1.3</td>
<td>2/2</td>
<td>9.00 AM</td>
<td>College Park</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>3</td>
<td>Will follows Paul, sees Bob</td>
<td>Day</td>
<td>1.3</td>
<td>3/3</td>
<td>3:00 PM</td>
<td>College Park</td>
<td></td>
</tr>
</tbody>
</table>

---

**Talent**

<table>
<thead>
<tr>
<th>Scripted Name</th>
<th>Talent Name</th>
<th>Pick Up</th>
<th>Location Call</th>
<th>Wardrobe</th>
<th>Make Up</th>
<th>Shooting Call</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bill</td>
<td>2:30 PM</td>
<td>3:00 PM</td>
<td>W</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Paul</td>
<td>7:30 AM</td>
<td>8:00 AM</td>
<td>W</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bob</td>
<td>2:30 PM</td>
<td>3:00 PM</td>
<td>W</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Special Department Instructions**

- **Act:**
- **Property:** Driveway, shed.
- **Camera:** Red-One Camera
- **Grip:**
- **Lighting:** PVC tubes, China balls
- **Locations:** House at Smith street, backyard, front yard
- **Make-up:** Cuts, stripes, blood, bruises
- **Production:**

---

**Advance Schedule**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DIN</th>
<th>IE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gym</td>
<td>51</td>
<td>3</td>
<td>George pulls Bill aside</td>
<td>E</td>
<td>E</td>
<td>1.2</td>
<td>3/3</td>
<td>5:00 PM</td>
<td>SMITH ST</td>
</tr>
<tr>
<td>Truck</td>
<td>52</td>
<td>4</td>
<td>Will talks to Bill about George</td>
<td>E</td>
<td>1</td>
<td>1.2</td>
<td>3/3</td>
<td>5:00 PM</td>
<td>SMITH ST</td>
</tr>
</tbody>
</table>

---

***Total Number of Scenes: 2 Total Number of Pages: 1 1/8***
**CALL SHEET**

**Gutter King**

**CREW CALL:**
- **BREAKFAST** @ **SET:** 7:30AM
- **SHOOTING CALL:** 8:30AM
- **LUNCH:** 1:00PM

**DAY/DATE:** March 29th
**PRODUCTION DAY:** 15
**DIRECTOR:** Keith Alan Morris
**1st A.D.:** Melissa Conrad
**SUNRISE:** 7:20AM  **SUNSET:** 7:42PM  **MOON PHASE:**
**SET PHONE:** 303-349-6800  **WEATHER:** 83 degrees and partly cloudy 10 percent of rain.
**PRODUCTION OFFICE**  **SET LOCATION:**
804 W. Smith, Orlando FL, 32804  804 W. Smith, Orlando FL, 32804
**NEAREST HOSPITAL TO LOCATION:**
Florida Hospital

---

**SHOOTING SCHEDULE**

<table>
<thead>
<tr>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>D/N</th>
<th>H/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>65</td>
<td>4</td>
<td>Will spots Belle look alike from</td>
<td>D</td>
<td>I</td>
<td>1,4</td>
<td>3/8</td>
<td>1:00 pm</td>
<td>College Park</td>
</tr>
<tr>
<td>53</td>
<td>5</td>
<td>Will on bridge</td>
<td>E</td>
<td>1</td>
<td>4/8</td>
<td>5:00 pm</td>
<td>College Park</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>11</td>
<td>3 talk</td>
<td>N</td>
<td>E</td>
<td>1,3,4</td>
<td>7/8</td>
<td>7:00 pm</td>
<td>College Park</td>
</tr>
<tr>
<td>57</td>
<td>10</td>
<td>Abuse aftermath</td>
<td>N</td>
<td>E</td>
<td>1,2,3,4</td>
<td>7/8</td>
<td>7:00 pm</td>
<td>College Park</td>
</tr>
<tr>
<td>58</td>
<td>12</td>
<td>Will/Belle argue</td>
<td>N</td>
<td>I</td>
<td>1,2,3,4</td>
<td>7/8</td>
<td>7:00 pm</td>
<td>College Park</td>
</tr>
</tbody>
</table>

---

**TALENT**

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>Talent Name</th>
<th>Pick-Up</th>
<th>Locations Call</th>
<th>Wardrobe</th>
<th>Make-Up</th>
<th>Shooting Call</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Will</td>
<td>Zeb halftime</td>
<td>12:00 pm</td>
<td>1:00 pm</td>
<td>w</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Paul</td>
<td>Blake Logan</td>
<td>0:00 pm</td>
<td>7:00 pm</td>
<td>w</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bob</td>
<td>Casey Clark</td>
<td>0:00 pm</td>
<td>7:00 pm</td>
<td>W</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Will</td>
<td>Erica Ramirez</td>
<td>0:00 pm</td>
<td>7:00 pm</td>
<td>W</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**EXTRAS:** 0  **NEEDED FOR:** N/A  **CALL:** N/A  **REPORT TO:** N/A

---

**SPECIAL DEPARTMENT INSTRUCTIONS**

- **Art:** Driveway, shed
- **Camera:** Red-One Camera
- **Lighting:** PVC tubes, China balls
- **Locations:** House at Smith street, backyard, front yard
- **Make-Up:** Cuts, scrapes, blood, bruises
- **Production:** Arden XGM 2x boom mic, Fasttech LE2 field recorder
- **Transportation:** Camera Car & Picture Car
- **Wardrobe:** Casual clothes

---

**ADVANCE SCHEDULE**

<table>
<thead>
<tr>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>D/N</th>
<th>H/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>59</td>
<td>11</td>
<td>Bob/Will discuss Money</td>
<td>D</td>
<td>I</td>
<td>1,2</td>
<td>1/8</td>
<td>1:00 pm</td>
<td>College Park</td>
</tr>
</tbody>
</table>

---

**TOTAL NUMBER OF SCENES:** 1  **TOTAL NUMBER OF PAGES:** 1 5/8
### CALL SHEET

**“Gutter King”**

**CREW CALL:**
- Breakfast: 11:30 AM
- Shooting Call: 12:00 PM
- Lunch: 1:00 PM

**Production Day:** 16

**Day/Date:** March 30th

**Director:** Keith Alan Morris

**1st A.D.:** Melissa Conrad

**Production Office:**
- 804 W. Smith, Orlando FL, 32804

**Set Location:**
- 804 W. Smith, Orlando FL, 32804

**Production Phone:** 303-349-6800

**Set Phone:** 303-349-6800

**Sunrise:** 7:16 AM
**Sunset:** 7:43 PM

**Moon Phase:**

**Weather:** 81 degrees and scattered thunderstorms 40 percent of rain.

**Nearest Hospital to Location:**
- Florida Hospital

---

### SHOOTING SCHEDULE

<table>
<thead>
<tr>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DIN</th>
<th>RE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob's Truck</td>
<td>59</td>
<td>Bob/Will discuss money</td>
<td>D</td>
<td>I</td>
<td>1.2</td>
<td>15/B</td>
<td>5:30 pm</td>
<td>College Park</td>
</tr>
</tbody>
</table>

### TALENT

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>Talent Name</th>
<th>Pick-Up</th>
<th>Location Call</th>
<th>Wardrobe</th>
<th>Make-Up</th>
<th>Shooting Call</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Will</td>
<td>Zeb Hattan</td>
<td>5:30 pm</td>
<td></td>
<td></td>
<td>5:30 pm</td>
<td>w</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bob</td>
<td>Casey Clark</td>
<td>5:30 pm</td>
<td></td>
<td></td>
<td>5:30 pm</td>
<td>w</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Extras:** N/A  **Needed For:** N/A  **Call:** N/A  **Report To:** N/A

### SPECIAL DEPARTMENT INSTRUCTIONS

- **Property:** Dockway shed
- **Camera:** Red One Camera
- **Grip:**
- **Lighting:** PVC tubes, China balls
- **Locations:** House at Smith street, backyard, front yard
- **Make-Up:** Cuts, scrapes, blood, bruises
- **Production:**
- **Sound:** Arden XQM 2x boom mic, Fostex LE2 field recorder
- **Transportation:** Camera Car & Picture Car
- **Wardrobe:** Casual clothes

### ADVANCE SCHEDULE

<table>
<thead>
<tr>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DIN</th>
<th>RE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mills Gym</td>
<td>60</td>
<td>Bob coaches Will's fight</td>
<td>D</td>
<td>I</td>
<td>1.2, 3</td>
<td>5</td>
<td>1:00 PM</td>
<td>College Park</td>
</tr>
</tbody>
</table>

---

**Total Number of Scenes:** 1  **Total Number of Pages:** 5
**CALL SHEET**

**Gutter King**

**CREW CALL:**
- Breakfast @ Set: 11:30 AM
- Shooting Call: 12:00 PM
- Lunch: 1:00 PM

**PRODUCTION DAY: 17**

**DIRECTOR:** Keith Alan Morris

**1st A.D.: Melissa Conrad**

**SUNRISE:** 7:16 AM  
**SUNSET:** 7:44 PM  
**MOON PHASE:**

**SET PHONE:** 303-349-6800

**WEATHER:** 82 degrees and scattered showers 30 percent of rain.

**PRODUCTION OFFICE**
804 W. Smith, Orlando FL, 32804

**SET LOCATION:**
804 W. Smith, Orlando FL, 32804

**NEAREST HOSPITAL TO LOCATION:**
Florida Hospital

---

**SHOOTING SCHEDULE**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>G/M</th>
<th>W/E</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mills Gym</td>
<td>60</td>
<td>80</td>
<td>Bob coaches Will in fight</td>
<td>D</td>
<td>I</td>
<td>1, 2, 3</td>
<td>5</td>
<td>12:00 pm</td>
<td>College Park</td>
</tr>
</tbody>
</table>

---

**TALENT**

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>Talent Name</th>
<th>Pick-Up</th>
<th>Location Call</th>
<th>Wardrobe</th>
<th>Make-Up</th>
<th>Shooting Call</th>
<th>B/W/HR/T/F</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bill</td>
<td>Zeb Howard</td>
<td>11:30 am</td>
<td></td>
<td></td>
<td></td>
<td>12:00 pm</td>
<td>w</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bob</td>
<td>Casey Clark</td>
<td>11:30 am</td>
<td></td>
<td></td>
<td></td>
<td>12:00 pm</td>
<td>w</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Belle</td>
<td>Ena Ramirez</td>
<td>11:30 am</td>
<td></td>
<td></td>
<td></td>
<td>12:00 pm</td>
<td>W</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Paul</td>
<td>Blake Logan</td>
<td>11:30 am</td>
<td></td>
<td></td>
<td></td>
<td>12:00 pm</td>
<td>W</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EXTRAS: 0**  
**NEEDED FOR: N/A**  
**CALL: N/A**  
**REPORT TO: N/A**

---

**SPECIAL DEPARTMENT INSTRUCTIONS**

- **Art:** Drive way, shed.
- **Camera:** Red-One Camera
- **Grips:**
- **Lighting:** PVC tube, Chime balls
- **Locations:** House at Smith street, backyard, front yard
- **Make-up:** Cuts, scrapes, blood, bruises
- **Production:**
- **Sound:** Audix XM2, boom mic. Focusrite LE72 field recorder
- **Transportation:** Camera Car & Picture Car
- **Wardrobe:** Casual clothes.

---

**ADVANCE SCHEDULE**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DIN</th>
<th>IE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>O'Rourke Home</td>
<td>61</td>
<td>56</td>
<td>Will narrate, garden</td>
<td>D</td>
<td>I</td>
<td>1, 2, 3, 4</td>
<td>3/4/8</td>
<td>12:00 pm</td>
<td>College Park</td>
</tr>
<tr>
<td>Rugby Field</td>
<td>82</td>
<td>7</td>
<td>Paul tackles Will in rugby</td>
<td>D</td>
<td>E</td>
<td>1, 3</td>
<td>3/8</td>
<td>3:00 pm</td>
<td>College Park</td>
</tr>
</tbody>
</table>

---

**TOTAL NUMBER OF SCENES:** 2  
**TOTAL NUMBER OF PAGES:** 5
**CALL SHEET**

"Gutter King"

**CREW CALL:**
- **BREAKFAST @ SET:** 9:00AM
- **SHOOTING CALL:** 9:30AM
- **LUNCH:** 1:30PM

**DIRECTOR:** Keith Alan Morris

**1st A.D.:** Melissa Conrad

**SUNRISE:** 7:15AM  **SUNSET:** 7:44PM  **MOON PHASE:** 

**SET PHONE:** 303-349-6800  **WEATHER:** 81 degrees and PM T-storms with 40% percent chance of rain.

**PRODUCTION OFFICE**
- 804 W. Smith, Orlando FL, 32804

**SET LOCATION:**
- 804 W. Smith, Orlando FL, 32804

**NEAREST HOSPITAL TO LOCATION:**
- Florida Hospital

---

**SHOOTING SCHEDULE**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DIN</th>
<th>RE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>D'able's Backyard</td>
<td>63</td>
<td>24</td>
<td>Paul ties to get will to fight again</td>
<td>Day E</td>
<td>1</td>
<td>2,3</td>
<td>1 4/8</td>
<td>9:00AM</td>
<td>804 W. Smith, Orlando FL, 32804</td>
</tr>
<tr>
<td>D'able's Home</td>
<td>64</td>
<td>22</td>
<td>Dream sequence with Bebe</td>
<td>Night I</td>
<td>1</td>
<td>2,3</td>
<td>1 3/8</td>
<td>10:00AM</td>
<td>804 W. Smith, Orlando FL, 32804</td>
</tr>
<tr>
<td>Bob's Home Office</td>
<td>8</td>
<td>4</td>
<td>Bob on Youtube</td>
<td>Night I</td>
<td>1</td>
<td>2,3</td>
<td>1 3/8</td>
<td>11:00AM</td>
<td>804 W. Smith, Orlando FL, 32804</td>
</tr>
<tr>
<td>College Park</td>
<td>10</td>
<td>4</td>
<td>Will races past cars on bike</td>
<td>Night E</td>
<td>1</td>
<td>2,3</td>
<td>1 3/8</td>
<td>9:00PM</td>
<td>College Park</td>
</tr>
<tr>
<td>College Park</td>
<td>10</td>
<td>8</td>
<td>Will follows Bebe to the pool</td>
<td>Day E</td>
<td>1</td>
<td>2,3</td>
<td>1 3/8</td>
<td>11:30AM</td>
<td>College Park</td>
</tr>
</tbody>
</table>

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**TALENT**

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>Talent Name</th>
<th>Pick-Up</th>
<th>Location Call</th>
<th>Wardrobe</th>
<th>Make-Up</th>
<th>Shooting Call</th>
<th>Notes</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Wil</td>
<td>Zeb Holliet</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bob</td>
<td>Casey Clark</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Paul</td>
<td>Blake Logan</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Bebe</td>
<td>Erica Ramrez</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5</td>
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<td></td>
</tr>
</tbody>
</table>

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**EXTRAS:** 0  **NEEDED FOR:** NA  **CALL:** NA  **REPORT TO:** NA

---

**SPECIAL DEPARTMENT INSTRUCTIONS**

- **Art:** Photo of Bebe, photo of hill, yearbook, photo of rugby team.
- **Property:** Sports car, blindfold, cigarettes.
- **Camera:** Red One Camera
- **Lighting:** PVC tubes, Chino balls
- **Locations:** House at Smith street, backyard, front yard, kitchen, dining room.
- **Make-up:** Cuts, scrapes, blood, bruises.
- **Production:**.
- **Sound:** Audwin XGM 2r boom mic, Fostech LE2 field recorder.
- **Transportation:** Camera Car & Picture Car.
- **Wardrobe:** Bandages for Will, Rugby uniform.

---

**ADVANCE SCHEDULE**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DIN</th>
<th>RE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>D'able's Backyard</td>
<td>63</td>
<td>24</td>
<td>Paul ties to get will to fight again</td>
<td>Day E</td>
<td>1</td>
<td>2,3</td>
<td>1 4/8</td>
<td>9:00AM</td>
<td>804 W. Smith, Orlando FL, 32804</td>
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<tr>
<td>D'able's Home</td>
<td>64</td>
<td>22</td>
<td>Dream sequence with Bebe</td>
<td>Night I</td>
<td>1</td>
<td>2,3</td>
<td>1 3/8</td>
<td>10:00AM</td>
<td>804 W. Smith, Orlando FL, 32804</td>
</tr>
<tr>
<td>Bob's Home Office</td>
<td>8</td>
<td>4</td>
<td>Bob on Youtube</td>
<td>Night I</td>
<td>1</td>
<td>2,3</td>
<td>1 3/8</td>
<td>11:00AM</td>
<td>804 W. Smith, Orlando FL, 32804</td>
</tr>
<tr>
<td>College Park</td>
<td>10</td>
<td>4</td>
<td>Will races past cars on bike</td>
<td>Night E</td>
<td>1</td>
<td>2,3</td>
<td>1 3/8</td>
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<td>College Park</td>
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<tr>
<td>College Park</td>
<td>10</td>
<td>8</td>
<td>Will follows Bebe to the pool</td>
<td>Day E</td>
<td>1</td>
<td>2,3</td>
<td>1 3/8</td>
<td>11:30AM</td>
<td>College Park</td>
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</table>
**CALL SHEET**

**Gutter King**

**DAYDATE:** April 2, 2008  
**PRODUCTION DAY:** 19  
**DIRECTOR:** Keith Alan Morris  
**1st A.D.:** Melissa Conrad  
**SET PHONE:** 303-349-6800  
**WEATHER:** 84 degrees and PM T-storms with 40% percent chance of rain.

**PRODUCTION OFFICE**  
804 W. Smith, Orlando FL, 32804

**SET LOCATION**  
804 W. Smith, Orlando FL, 32804

**NEAREST HOSPITAL TO LOCATION:**  
Florida Hospital

---

**SHOOTING SCHEDULE**

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<thead>
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<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DN</th>
<th>IE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
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<tbody>
<tr>
<td>O’rouke Backyard</td>
<td>83</td>
<td>24</td>
<td>Paul tries to get will to fight again</td>
<td>Day</td>
<td>E</td>
<td>1 2 3</td>
<td>1/2</td>
<td>9:00AM</td>
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<tr>
<td>O’rouke Home</td>
<td>64</td>
<td>22</td>
<td>Dream sequence with Bebe</td>
<td>Night</td>
<td>I</td>
<td>1 2 3</td>
<td>1/3</td>
<td>10:00AM</td>
<td>804 W. Smith, Orlando FL, 32804</td>
</tr>
<tr>
<td>Bob’s Home Office</td>
<td>8</td>
<td>4</td>
<td>Bob on Youtube</td>
<td>Night</td>
<td>I</td>
<td>1 2 3</td>
<td>3/8</td>
<td>11:00AM</td>
<td>804 W. Smith, Orlando FL, 32804</td>
</tr>
<tr>
<td>College Park</td>
<td>10</td>
<td>4</td>
<td>Will races past cars on lake</td>
<td>Night</td>
<td>E</td>
<td>1 2 3</td>
<td>3/8</td>
<td>9:00PM</td>
<td>College Park</td>
</tr>
<tr>
<td>College Park</td>
<td>15</td>
<td>6</td>
<td>Will follows Bebe to the pool</td>
<td>Day</td>
<td>E</td>
<td>1 4 5</td>
<td>3/8</td>
<td>11:30AM</td>
<td>College Park</td>
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**TALENT**

<table>
<thead>
<tr>
<th>#</th>
<th>Scripted Name</th>
<th>Talent Name</th>
<th>Pick-Up</th>
<th>Location Call</th>
<th>Wardrobe</th>
<th>Make-Up</th>
<th>Shooting Call</th>
<th>Notes</th>
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<tbody>
<tr>
<td>1</td>
<td>Will</td>
<td>Zeb Halpert</td>
<td>9:00am</td>
<td>w</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bob</td>
<td>Casey Clark</td>
<td>9:00am</td>
<td>w</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Paul</td>
<td>Blake Logan</td>
<td>9:00am</td>
<td>w</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Bebe</td>
<td>Erica Ramirez</td>
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<td></td>
</tr>
</tbody>
</table>

**EXTRAS:** 0  
**NEEDED FOR:** NA  
**CALL:** NA  
**REPORT TO:** NA

---

**SPECIAL DEPARTMENT INSTRUCTIONS**

- **Art:** Cigarette, hammock, kitchen.
- **Camera:** RED-One Camera
- **Grip:** PVC tubes, China balls.
- **Lighting:** House at Smith street, backyard, front yard.
- **Make-up:** Cuts, scapes, blood, bruises.
- **Production:** Arden XGM 2x boom mic, Fantech LE2 field recorder.
- **Transportation:** Camera Car & Picture Car.
- **Wardrobe:** Rugby clothes.

---

**ADVANCE SCHEDULE**

<table>
<thead>
<tr>
<th>Scripted Location</th>
<th>Scene #</th>
<th>Shots</th>
<th>Description</th>
<th>DN</th>
<th>IE</th>
<th>Cast</th>
<th>Pages</th>
<th>Time</th>
<th>Set Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>College Park</td>
<td>36</td>
<td>Paul and Will fight</td>
<td>N</td>
<td>e</td>
<td>1 2 3</td>
<td>8/8</td>
<td>9:00</td>
<td>College Park</td>
<td></td>
</tr>
</tbody>
</table>

---

**TOTAL NUMBER OF SCENES:** 5  
**TOTAL NUMBER OF PAGES:** 3 6/8

---

**NEARBY HOSPITAL TO LOCATION:** Florida Hospital

---

**ADDITIONAL NOTES**
DAY 20, 21 MISSING

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APPENDIX G: PRODUCTION REPORTS
### DAILY PRODUCTION REPORT – Day 1

<table>
<thead>
<tr>
<th>1st Unit</th>
<th>2nd Unit</th>
<th>Rehearsal</th>
<th>Tests</th>
<th>Travel</th>
<th>Holidays</th>
<th>Rerotes &amp; Ad. Ser.</th>
<th>Total</th>
<th>Schedule</th>
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<tbody>
<tr>
<td>21</td>
<td>21</td>
<td>4</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>7</td>
<td>58</td>
<td>Ahead 2pg</td>
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</table>

**Title: Gutter King**  
**Prod #:**  
**Producer:** Melissa Connors  
**Director:** Keith Alan Morris  
**Date Started:** 5/15  
**Scheduled Finish Date:** 4/5  
**Est. Finish Date:** 4/5

**Sets:** 3  
**Location:** 900 AM  
**Crew Call Time:** 9:00 AM  
**First Shot:** 10:30 AM  
**Last Person Out:** 5 PM  
**Company Dismissed:** 6 PM  
**Round Trip Mileage:** 6  
**Is Today a Designated Day Off?**  
**YES**  
**NO**

**SCRIPT SCENES AND PAGES**  
<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
<th>ADDED SCENES</th>
<th>RETAKES</th>
<th>PAGES</th>
<th>SCENES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1, 2, 4</td>
<td>10</td>
<td>Today 45</td>
<td>Today 30</td>
<td>Today N/A</td>
<td>Today N/A</td>
<td>N/A</td>
<td>N/A</td>
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</table>

**Taken Prev:**  
**Scene No.:**

**Taken Today:** 2  
**5/18**  
**Added Scenes N/A**  
**To Be Taken:** 4, 5, 6  
**Retakes N/A**  
**Sound Takes – most**

**CAST – WEEKLY & DAY PLAYERS**

| Zeb Halsell  
**Character:** Will  
**1st Call:** 7:30 am  
**Last Call:** 8:00 am  
**1st On Set:** 7:30 am  
**Last On Set:** 1:30 pm |
| Casey Clark  
**Character:** Bib  
**1st Call:** 7:30 am  
**Last Call:** 8:00 am  
**1st On Set:** 7:30 am  
**Last On Set:** 1:30 pm |
| Blake Logan  
**Character:** Paul  
**1st Call:** 11 am  
**Last Call:** 7 pm  
**1st On Set:** 11 am  
**Last On Set:** 1:30 pm |
| Erica Ramirez  
**Character:** Belle  
**1st Call:** 9 am  
**Last Call:** 7 pm  
**1st On Set:** 9 am  
**Last On Set:** 1:30 pm |

**XX = N.D. BREAKFAST**  
**“ = DISMISS TIME INCLUDES 15 MIN. MAKEUP / WARD. REMOVAL**  
**X = NOT PHOTOGRAPHED**  
**S = SCHOOL ONLY**

**EXTRA TALENT**

**Assistant Director:**  
**Production Manager:**  
© ELH
<table>
<thead>
<tr>
<th>SHOW</th>
<th>PROD#</th>
<th>DATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>STAFF &amp; CREW</th>
<th>NAME</th>
<th>STAFF &amp; CREW</th>
<th>NAME</th>
<th>EQUIPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Production Manager</td>
<td>Gaffer</td>
<td>Matt Hutchens</td>
<td>Cameras</td>
<td></td>
</tr>
<tr>
<td>1st Assistant Director</td>
<td>Melissa Conrad</td>
<td>Best Boy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd Assistant Director</td>
<td>Electrician</td>
<td>Dolly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd 2nd Assistant Director</td>
<td>Lamp Operator</td>
<td>Crane</td>
<td></td>
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<tr>
<td>DGA Trainer</td>
<td>Lamp Operator</td>
<td>Condor</td>
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<tr>
<td>Script Supervisor</td>
<td>Local 40 Man</td>
<td>Sound Channel</td>
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<tr>
<td>Dialogue Coach</td>
<td>Devin Shapley</td>
<td>Production Designer</td>
<td>Keith Morris</td>
<td>Video</td>
</tr>
<tr>
<td>Production Sound</td>
<td>Art Director</td>
<td>Radio Mixes</td>
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<td></td>
</tr>
<tr>
<td>Production Accountant</td>
<td>Art Production Assistant</td>
<td>Walkie-Talkies</td>
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</tr>
<tr>
<td>Assistant Accountant</td>
<td>Set Designer</td>
<td></td>
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</tr>
<tr>
<td>Location Manager</td>
<td>Sketch Artist</td>
<td></td>
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</tr>
<tr>
<td>Production Assistant</td>
<td>Ricardo Williams</td>
<td>Construction Coordinator</td>
<td>Dressing Rooms</td>
<td></td>
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<tr>
<td>Production Assistant</td>
<td>Construction Foreman</td>
<td>Schoolrooms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Production Assistant</td>
<td>Paint Foreman</td>
<td>Room for Parents</td>
<td></td>
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</tr>
<tr>
<td>Director of Photography</td>
<td>Matt Hutchens</td>
<td>Labor Foreman</td>
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<tr>
<td>Camera Operator</td>
<td>Construction First Aid</td>
<td>Projector</td>
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<td>Moviola</td>
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<tr>
<td>Steadicam Operator</td>
<td>Set Decorator</td>
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<tr>
<td>Assistant Cameraman</td>
<td>Walter Marshall</td>
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<tr>
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<td>Max Miller</td>
<td>Swing Crew</td>
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<td>Swing Crew</td>
<td>Wind Machines</td>
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<td>Still Photographer</td>
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<td>Cameraman-Process</td>
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<td>Projectionist</td>
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<tr>
<td>Mixer</td>
<td>Publicist</td>
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<td>Joel Szymanski</td>
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<td>SUPPORT PERSONNEL</td>
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<td>Policemen</td>
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<td>7A Fireman</td>
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<td>Key Grip</td>
<td>Lunches Ready #1</td>
<td>Guard</td>
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<tr>
<td>Greensman</td>
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<tr>
<td>Greensman</td>
<td>Transportation Captain</td>
<td>Camera</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greensman</td>
<td>Driver</td>
<td>Grip</td>
<td></td>
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<tr>
<td>Greensman</td>
<td>Siby Painter</td>
<td>Driver</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greensman</td>
<td>Craftservice</td>
<td>Driver</td>
<td></td>
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<tr>
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<tr>
<td>Greensman</td>
<td>Special Effects</td>
<td>Driver</td>
<td></td>
<td></td>
</tr>
<tr>
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<td>Special Effects</td>
<td>Driver</td>
<td></td>
<td></td>
</tr>
<tr>
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<td>Propmaster</td>
<td>Driver</td>
<td></td>
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<tr>
<td>Greensman</td>
<td>Assistant Props</td>
<td>Driver</td>
<td></td>
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<td>Assistant Props</td>
<td>Driver</td>
<td></td>
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<tr>
<td>Greensman</td>
<td>Costume Designer</td>
<td>Driver</td>
<td></td>
<td></td>
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<tr>
<td>Greensman</td>
<td>Costume Supervisor</td>
<td>Driver</td>
<td></td>
<td></td>
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<tr>
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<td>Costumer</td>
<td>Driver</td>
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<td></td>
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<tr>
<td>Greensman</td>
<td>Costumer</td>
<td>Driver</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greensman</td>
<td>Makeup Artist</td>
<td>Driver</td>
<td></td>
<td></td>
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<td>Driver</td>
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<td>Body Makeup</td>
<td>Driver</td>
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<td>Greensman</td>
<td>Hairstylist</td>
<td>Stunt Coordinator</td>
<td></td>
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<td>Greensman</td>
<td>Hairstylist</td>
<td>Wranglers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greensman</td>
<td>Editor</td>
<td>Animal Handlers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greensman</td>
<td>Assistant Editor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greensman</td>
<td>Apprentice Editor</td>
<td></td>
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</tbody>
</table>

COMMENTS—DELYRS (EXPLANATIONS)—CAST, STAFF, AND CREW ABSENCE
# DAILY PRODUCTION REPORT – Day 2

<table>
<thead>
<tr>
<th>1st Unit</th>
<th>2nd Unit</th>
<th>Rehearsal</th>
<th>Tests</th>
<th>Travel</th>
<th>Holidays</th>
<th>Rerakes &amp; Add. Sca.</th>
<th>Total</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>21</td>
<td>4</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>7</td>
<td>58</td>
<td>Ahead 2 pg</td>
</tr>
</tbody>
</table>

- **No. Days Sched**: 21
- **No. Days Actual**: 1

**Title**: Gutter King

**Producer**: Melissa Conrado

**Director**: Keith Alan Morris

**Date Started**: 3/15/08

**Scheduled Finish Date**: 4/8

**Estimated Finish Date**: 4/8

**Sets**: 3

**Location**: Shooting Call 10:30AM, First Shot 10:30AM, Lunch 1:00PM, Ti 3:00PM, Camera Wrap 5:30PM, Last Person Out 11pm

**Company dismissed at**: Studio

**Round Trip Mileage**: 8

**In Today A Designated Day Off?**: NO

## Script Scenes and Pages

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
<th>ADDED SCENES</th>
<th>RETAKES</th>
</tr>
</thead>
<tbody>
<tr>
<td>3, 4, 5, 6</td>
<td>10</td>
<td>Today 45</td>
<td>Today 30</td>
<td>Today N/A</td>
<td>Today N/A</td>
</tr>
</tbody>
</table>

- **Script**: 65
- **Taken Prev.**: 2
- **Taken Today**: 2
- **Taken to Date**: 2, 3, 4, 5, 6, 10
- **To Be Taken**: 5, 6, 12, 13

**Sound Takes - most**:

**CF CARD DOWNLOADS TODAY**: 14

**DIGITAL STORAGE (GigaBytes)**

- **Starting Available**: 6TB
- **Downloaded Today**: 187.3
- **Previously Downloaded**: 342
- **Total Downloaded**: 405
- **Remaining Available**: 5.59 TB

## Cast - Weekly & Day Players

<table>
<thead>
<tr>
<th>W</th>
<th>H</th>
<th>P</th>
<th>S</th>
<th>J</th>
<th>T</th>
<th>W</th>
<th>H</th>
<th>P</th>
<th>S</th>
<th>J</th>
<th>T</th>
<th>CAST</th>
<th>CHARACTER</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7:30am</td>
<td>8:00am</td>
<td>7pm</td>
<td>1pm</td>
<td>1:30pm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zeb Halsel</td>
<td>Nell</td>
<td>SW</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Casey Clark</td>
<td>Bob</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blake Logan</td>
<td>Paul</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Erica Ramirez</td>
<td>Belle</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**XX = H.D. BREAKFAST**

**" = DISMISS TIME INCLUDES 15 MIN. MAKEUP / WARD. REMOVAL**

**X = NOT PHOTOGRAPHED**

**S = SCHOOL ONLY**

## Extra 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. Rate</th>
<th>1st Call</th>
<th>Set Dismiss</th>
<th>Final Dismiss</th>
<th>Adj</th>
<th>MPV</th>
</tr>
</thead>
</table>

**Assistant Director**: Unstated

**Production Manager**: Unstated

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181
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## DAILY PRODUCTION REPORT – Day 4

<table>
<thead>
<tr>
<th>1st Unit</th>
<th>2nd Unit</th>
<th>Rehearsal</th>
<th>Tests</th>
<th>Travel</th>
<th>Holidays</th>
<th>Retakes &amp; Add. Scn.</th>
<th>Total</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Days Sched</td>
<td>21</td>
<td>4</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>31</td>
<td>Ahead</td>
<td></td>
</tr>
<tr>
<td>No Days Actual</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>Behind</td>
<td></td>
</tr>
</tbody>
</table>

**Title:** Gutter King  
** Prod #: _______  
** Producer: Melissa Conrad  
** Director: Keith Alan Morris  
** Date Started: 5/15/09  
** Scheduled Finish Date: 4/6/08  
** Est. Finish Date: 4/6/08

**Sets:** O’Rourke’s front yard, Bob’s home office, Paul’s room

**Location:** 604 Smith St

**Crew Call:** 9:00AM  
**Shoot Call:** 10:30AM  
**First Shot:** 10:30AM  
**Lunch:** 2:00PM  
**TI:** 3:00PM  
**1st Shot After Lunch:** 2:31  
**2nd Meal:** 7:30  
**TI 8:** PM  
**Camera Wrap:** 8:15p  
**Last Person Out:** 8:45p

**Company dismissed at:** Studio Location Headquarters  
**Round Trip Mileage:** _______  
**In Today A Designated Day Off:** NO  
**YES**

### SCRIPT SCENES AND PAGES

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7,11,9</td>
<td>46/80</td>
<td>Today</td>
<td>45</td>
<td>Today</td>
</tr>
<tr>
<td>87</td>
<td>86</td>
<td>Total</td>
<td>46</td>
<td>Total</td>
</tr>
</tbody>
</table>

**Taken Today:** 2  
**5 1/8**

**To Be Taken:** 83  
**79 1/8**

**Sound Takes:**

### DIGITAL STORAGE (Gigabytes)

- **Starting Available:** 4 GB
- **Downloaded Today:** 343 GB
- **Previously Downloaded:** 645 GB
- **Total Downloaded:** 988 GB
- **Remaining available:** 5.01 GB

### CAST - WEEKLY & DAY PLAYERS

<table>
<thead>
<tr>
<th>Character</th>
<th>Role</th>
<th>7:30 A</th>
<th>8:30 A</th>
<th>9:30 A</th>
<th>10:30 A</th>
<th>11:30 A</th>
<th>12:30 A</th>
<th>1:30 P</th>
<th>2:30 P</th>
<th>3:30 P</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zeb Halsell</td>
<td>Will</td>
<td>SW</td>
<td>SW</td>
<td>SW</td>
<td>SW</td>
<td>SW</td>
<td>SW</td>
<td>SW</td>
<td>SW</td>
<td>SW</td>
</tr>
<tr>
<td>Casey Clark</td>
<td>Bob</td>
<td>SW</td>
<td>SW</td>
<td>SW</td>
<td>SW</td>
<td>SW</td>
<td>SW</td>
<td>SW</td>
<td>SW</td>
<td>SW</td>
</tr>
<tr>
<td>Blake Logan</td>
<td>Paul</td>
<td>W</td>
<td>W</td>
<td>W</td>
<td>W</td>
<td>W</td>
<td>W</td>
<td>W</td>
<td>W</td>
<td>W</td>
</tr>
<tr>
<td>Erica Ramirez</td>
<td>Belle</td>
<td>WF</td>
<td>WF</td>
<td>WF</td>
<td>WF</td>
<td>WF</td>
<td>WF</td>
<td>WF</td>
<td>WF</td>
<td>WF</td>
</tr>
</tbody>
</table>

**XX = N.D. BREAKFAST  
** = DISMISSED TIME INCLUDES 15 MIN. MAKEUP / WARD. REMOVAL  
** = NOT PHOTOGRAPHED  
** = SCHOOL ONLY

### EXTRA TALENT

| No. | Rate | 1st Call | Set Dismiss | Final Dismiss | Adj. | MPV. No. | Rate | 1st Call | Set Dismiss | Final Dismiss | Adj. |
|-----|------|----------|-------------|--------------|------|----------|------|----------|-------------|--------------|------|------|

Assistant Director: [Signature]  
Production Manager: [Signature]

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DAILY PRODUCTION REPORT – Day 5

<table>
<thead>
<tr>
<th>1st Unit</th>
<th>2nd Unit</th>
<th>Rehearsal</th>
<th>Tests</th>
<th>Travel</th>
<th>Holidays</th>
<th>Rotates &amp; Add. Sick</th>
<th>Total</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td></td>
<td>4</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>31</td>
<td>Ahead</td>
<td></td>
</tr>
</tbody>
</table>

No. Days Actual

| 2         | 1        | 4         | 4     | 2      | 0        | Behind              |

Title: Guttke Kings
Prod #: 3
Date: 3/18/09
Producer: Melissa Conner
Director: Keith Alan Morris

Date Started: 3/15/09
Scheduled Finish Date: 4/6/09
Est. Finish Date: 4/6/09

Sets:
O’Rourke’s backyard, O’Rourke’s home, Front yard, Princeton pool

Location:
804 Smith st.

Crew:
Call: 9:00AM
Shooting Call: 10:30AM
First Shot: 10:30AM
Lunch: 2:00PM
Ti 2:30PM
1st Shot After Lunch: 2:31
2nd Shot: 7:30
Ti 9:30PM
Camera Wrap: 8:15p
Last Person Out: 8:45p

Company dismissed at:
Studio: 
Location: 
Headquarters: 
Round Trip Mileage:

In Today’s Designated Day Off:
Yes: 
No: 

SCRIPT SCENES AND PAGES

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
<th>ADDED SCENES</th>
<th>RETAKES</th>
</tr>
</thead>
<tbody>
<tr>
<td>12, 13, 14, 15</td>
<td>44</td>
<td>Today 45</td>
<td>Today 30</td>
<td>Today N/A</td>
<td>Today N/A</td>
</tr>
</tbody>
</table>

Script:

<table>
<thead>
<tr>
<th>Taken Prev.</th>
<th>Taken Today</th>
<th>Taken to Date</th>
<th>To Be Taken</th>
<th>Sound Takes</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>4</td>
<td>12</td>
<td>53</td>
<td>Sound Takes</td>
</tr>
</tbody>
</table>

CAST - WEEKLY & DAY PLAYERS

Zeb Halsell
- Will
  - SW
  - 7:30 A
  - 9:30 A
  - 7:30 P
  - 1 P
  - 1:30 P

Casey Clark
- Bib
  - SW
  - 7:30 A
  - 9:30 A
  - 7:30 P
  - 1 P
  - 1:30 P

Blake Logan
- Paul
  - W
  - 9:15 A
  - 3 P
  - 2 P
  - 2:30 P

Erica Ramirez
- Belle
  - WP

XX = N.D. BREAKFAST
X = NOT PHOTOGRAPHED
S = SCHOOL ONLY

Assistant Director: 
Production Manager: 

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# DAILY PRODUCTION REPORT – Day 6

<table>
<thead>
<tr>
<th>No. Days</th>
<th>Schedule</th>
<th>Actual</th>
<th>No. Days</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sched</td>
<td>21</td>
<td>4</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Actual</td>
<td>6</td>
<td>1</td>
<td>4</td>
<td>2</td>
</tr>
</tbody>
</table>

Title: Gutter King  
Prod. #: ____________  
Date: ____________  
Time: ____________  
Location: 804 Smith st  
Crew Call: 9:00AM  
Location: 804 Smith st  
Crew Call: 9:00AM  
1st Shot After Lunch: 2:31  
2nd Shot After Lunch: 2:30  
Camera Wrap: 6:15p  
Last Person Out: 8:45p  
Company Dismissed at: Studio  
Round Trip Mileage: ____________  
Is Today a Designated Day Off? NO  
Estimated Finish Date: 4/6/08  
Scheduled Finish Date: 4/6/08  

### Script Scenes and Pages

<table>
<thead>
<tr>
<th>Scenes</th>
<th>Pages</th>
<th>Minutes</th>
<th>Sets</th>
<th>Added Scenes</th>
<th>Retakes</th>
<th>Scenes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>45</td>
<td>Today</td>
<td>45</td>
<td>Total</td>
<td>Today</td>
<td>N/A</td>
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<tr>
<td>Day</td>
<td>65</td>
<td>Taken</td>
<td>84</td>
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<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Taken</td>
<td>12</td>
<td>Scene No.</td>
<td>20</td>
<td>Total</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

### Crew

- **Zeb Halsey**  
  Role: W  
  Shift: 8  
  Makeup: SW  
  Set Dismiss: 7:30 A  
  Final Dismiss: 9:30 A  
  PA: 1 P  
  MPV: 1:30 P  
- **Casey Clark**  
  Role: Bb  
  Shift: 8  
  Makeup: SW  
  Set Dismiss: 7:30 A  
  Final Dismiss: 9:30 A  
  PA: 1 P  
  MPV: 1:30 P  
- **Blake Logan**  
  Role: Paul  
  Shift: 8  
  Makeup: BA  
  Set Dismiss: 9:15 A  
  Final Dismiss: 3 P  
  PA: 2 P  
  MPV: 2:30 P  
- **Erica Ramirez**  
  Role: Wf  

### Notes

- XX = NO BREAKFAST  
- * = DISMISS TIME INCLUDES 15 MIN. MAKEUP / WARD. REMOVAL  
- X = NOT PHOTOGRAPHED  
- S = SCHOOL ONLY  

---

Assistant Director: ____________  
Production Manager: ____________  
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### DAILY PRODUCTION REPORT – Day 7

<table>
<thead>
<tr>
<th>No. Days Sched</th>
<th>1st Unit</th>
<th>2nd Unit</th>
<th>Rehearsal</th>
<th>Tests</th>
<th>Travel</th>
<th>Holidays</th>
<th>Retakes &amp; Add Scs</th>
<th>Total</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td></td>
<td>31</td>
<td>Ahead</td>
</tr>
</tbody>
</table>

| No. Days Actual | 6         | 1        | 4         | 4     | 2      | 0        |                   |       | Behind   |

**Title:** Gutter King  
**Prod. #:**  
**Date:** 3/25/08  
**Producer:** Melissa Connell  
**Director:** Keith Alan Morm  
**Date Started:** 3/15/08  
**Scheduled Finish Date:** 4/6/08  
**Est. Finish Date:** 4/6/08

- **Sets**: O’Rourke backyard, Princeton drive, O’Rourke home  
- **Location**: 804 Smith st.

<table>
<thead>
<tr>
<th>Crew Call 9:00AM</th>
<th>Shooting Call 10:00AM</th>
<th>First Shot 10:30AM</th>
<th>Lunch 2:00PM</th>
<th>Ti 3:00PM</th>
<th>Camera Wrap 8:15PM</th>
<th>Last Person Out 8:45PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Shot After Lunch 2:31</td>
<td>2nd Meal 7:30</td>
<td>Ti 8 PM</td>
<td>Camera Wrap 8:15PM</td>
<td>Last Person Out 8:45PM</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Company dismissed at:** Studio  
**Location:** Headquarters  
**Round Trip Mileage:**  
**Is Today A Designated Day Off?** YES NO

<table>
<thead>
<tr>
<th>SCRIPT SCENES AND PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
<th>ADDED SCENES</th>
<th>RETAKES</th>
<th>PAGES</th>
<th>SCENES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Today</td>
<td>22, 23, 24, 25</td>
<td>45</td>
<td>Today</td>
<td>30</td>
<td>Today</td>
<td>N/A</td>
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<tr>
<td>Script</td>
<td>150</td>
<td>84</td>
<td>Total</td>
<td>90</td>
<td>Total</td>
<td>60</td>
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<tr>
<td>Taken Prev.</td>
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<td>28</td>
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<td>9</td>
<td>Scene No.</td>
<td>9</td>
</tr>
<tr>
<td>Taken Today</td>
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<td>4</td>
<td>3</td>
<td>Scene No.</td>
<td>9</td>
<td>Scene No.</td>
</tr>
<tr>
<td>Taken to Date</td>
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<td>25</td>
<td>3</td>
<td>Added Scenes</td>
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<td>Added Scenes</td>
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<tr>
<td>To Be Taken</td>
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<td>58</td>
<td>3</td>
<td>Retakes</td>
<td>N/A</td>
<td>Sound Takes</td>
</tr>
</tbody>
</table>

**CF CARD DOWNLOADS TODAY:** 17

**DIGITAL STORAGE (Gigabytes):**
- **Starting Available:** 6 TB
- **Downloaded Today:** 240 GB
- **Previously Downloaded:** 1.420 GB
- **Total Downloaded:** 1.660 GB
- **Remaining available:** 4.34 TB

### CAST - WEEKLY & DAY PLAYERS

<table>
<thead>
<tr>
<th>W</th>
<th>H</th>
<th>T</th>
<th>CAST</th>
<th>CHARACTER</th>
<th>W</th>
<th>H</th>
<th>T</th>
<th>WAKEUP TIME</th>
<th>IN/OUT TIME</th>
<th>MEALS</th>
<th>TRAVEL TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Zeb Halsell</td>
<td>Will</td>
<td></td>
<td></td>
<td>SW</td>
<td>7:30 A</td>
<td>9:30 A</td>
<td>7:30 P</td>
<td>1 P</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Casey Clark</td>
<td>Bob</td>
<td></td>
<td></td>
<td>SW</td>
<td>7:30 A</td>
<td>9:30 A</td>
<td>7:30 P</td>
<td>1 P</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Blake Logan</td>
<td>Paul</td>
<td></td>
<td></td>
<td>W</td>
<td>9 A</td>
<td>8:15 A</td>
<td>3 P</td>
<td>2 P</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Erica Ramirez</td>
<td>Belle</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**XX = NOT PHOTOGRAPHED**  
**S = SCHOOL ONLY**

**EXTRA TALENT:**

<table>
<thead>
<tr>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set</th>
<th>Final Call</th>
<th>Dismiss</th>
<th>Adj</th>
<th>MPV</th>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set</th>
<th>Final Call</th>
<th>Dismiss</th>
<th>Adj</th>
<th>MPV</th>
</tr>
</thead>
</table>

Assistant Director:  
Production Manager:  

© ELH
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# Daily Production Report - Day 9

<table>
<thead>
<tr>
<th>1st Unit</th>
<th>2nd Unit</th>
<th>Rehearsal</th>
<th>Tests</th>
<th>Travel</th>
<th>Holidays</th>
<th>Retakes &amp; Add. Sc.</th>
<th>Total</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. Days Sched</td>
<td>21</td>
<td>4</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td></td>
<td>31</td>
<td>Ahead</td>
</tr>
<tr>
<td>No. Days Actual</td>
<td>21</td>
<td>1</td>
<td>4</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td></td>
<td>Behind</td>
</tr>
</tbody>
</table>

**Title Gutter King**

**Prod. #**

**Producer** Melissa Connell

**Director** Keith Allen Morris

**Date Started** 3/15/08

**Scheduled Finish Date** 4/6/09

**Est. Finish Date** 4/6/09

Sets: O'Rooge backyard, Princeton drive, O'Rooge home.

Location: 84A Smith st.

Crew Call: 10:00AM

Shooting Call: 10:00AM, First Shot: 10:35AM

Lunch: 2:00PM

TI: 3:30PM

1st Shot After Lunch: 2:45

2nd Meal: 7:30

TI: 8:00PM

Camera Wrap: 8:15p

Last Person Out: 8:45p

Company dismissed: Studio, Location, Headquarters, Round Trip Mileage

Is Today a Designated Day Off? YES NO

<table>
<thead>
<tr>
<th>Script Scenes and Pages</th>
<th>Minutes</th>
<th>Setups</th>
<th>Added Scenes</th>
<th>Retakes</th>
<th>Pages</th>
<th>Scenes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCENES</td>
<td>PAGES</td>
<td>PREV.</td>
<td>PREV.</td>
<td>PREV.</td>
<td>PREV.</td>
<td>PREV.</td>
</tr>
<tr>
<td>Today</td>
<td>31,32,33,</td>
<td>34,75</td>
<td>4,4</td>
<td>4,8</td>
<td>4,2</td>
<td>4,1</td>
</tr>
<tr>
<td>Script</td>
<td>65</td>
<td>84</td>
<td>Total</td>
<td>84</td>
<td>Total</td>
<td>368</td>
</tr>
</tbody>
</table>

**CF CARD DOWNLOADS TODAY:**

**DIGITAL STORAGE (Gigabytes):**

**Starting Available** 6 TB

**Downloaded Today** 2 GB

**Previously Downloaded** 1,987 G

**Remaining Available** 4.1 TB

---

**Cast - Weekly & Day Players**

<table>
<thead>
<tr>
<th>Name</th>
<th>Character</th>
<th>W</th>
<th>H</th>
<th>T</th>
<th>W</th>
<th>H</th>
<th>T</th>
<th>Start</th>
<th>End</th>
<th>Out</th>
<th>In</th>
<th>Leave Location</th>
<th>Leave Time</th>
<th>Return Airport</th>
<th>Arrive</th>
<th>Start Adj.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zeb Halsell</td>
<td>Will</td>
<td>W</td>
<td>B</td>
<td>A</td>
<td>B</td>
<td>A</td>
<td>P</td>
<td>7:30 P</td>
<td>1 P</td>
<td>1:30 P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Casey Clark</td>
<td>Bob</td>
<td>W</td>
<td>B</td>
<td>A</td>
<td>B</td>
<td>A</td>
<td>P</td>
<td>7:30 P</td>
<td>1 P</td>
<td>1:30 P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blake Logan</td>
<td>Paul</td>
<td>W</td>
<td>B</td>
<td>A</td>
<td>B</td>
<td>A</td>
<td>P</td>
<td>5:30 P</td>
<td>1 P</td>
<td>1:30 P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Erica Ramirez</td>
<td>Belle</td>
<td>W</td>
<td>B</td>
<td>A</td>
<td>B</td>
<td>A</td>
<td>P</td>
<td>5:30 P</td>
<td>1 P</td>
<td>1:30 P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**XX = N.O. Breakfast**

**X = NOT PHOTOGRAPHED**

**S = SCHOOL ONLY**

---

**Extra Talent**

**Assistant Director**

**Production Manager**

© ELH
# DAILY PRODUCTION REPORT – Day 10 out of 21

<table>
<thead>
<tr>
<th>No. Days Sched</th>
<th>1st Unit</th>
<th>2nd Unit</th>
<th>Rehearsal</th>
<th>Tests</th>
<th>Travel</th>
<th>Holidays</th>
<th>Retakes &amp; Add. Sc.</th>
<th>Total</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>4</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>31</td>
<td>Ahead</td>
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<tr>
<td>No. Days Actual</td>
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<td>4</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td></td>
<td></td>
<td>Behind</td>
</tr>
</tbody>
</table>

**Title:** Gutter King, **Prod. #** Date 3/22/08

**Producer:** Melissa Connell, **Director:** Keith Alan Morris

**Date Started:** 3/15/08, **Scheduled Finish Date:** 4/6/08, **Est. Finish Date:** 4/6/08

Set: O’Rourke’s backyard, Princeton drive; O’Rourke’s home

Location: 45D4 Smith st.

Crew Call: 10:00AM, **Shooting Call:** 10:00AM, **First Shot:** 10:35AM, **Lunch:** 2:00PM, **Ti 2:30PM,** 1st Shot After Lunch: 2:45, 2nd Meal: 7:30, **Ti:** 8 PM, **Camera Wrap:** 8:15p, **Last Person Out:** 8:45p

**Company dismissed at:** Studio, Location, Headquarters, **Round Trip Mileage:** 

**Is Today A Designated Day Off?** **YES** **NO**

<table>
<thead>
<tr>
<th>SCRIPT SCENES AND PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
<th>ADDED SCENES</th>
<th>RETAKES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Today</td>
<td>33, 34, 35</td>
<td>5:28</td>
<td>Today</td>
<td>4.28</td>
</tr>
<tr>
<td>Script</td>
<td>65</td>
<td>84</td>
<td>Total</td>
<td>84</td>
</tr>
</tbody>
</table>

**Taken Prev.:** 44, **Scene No.:** 36

**Taken Today:** 3, **5:28**

**Taken to Date:** 47, **38**

**To Be Taken:** 18, **45**

*Sound Takes:*

**CF CARD DOWNLOADS TODAY: 10**

**DIGITAL STORAGE (Gigabytes):**

Starting Available: 6 TB, Downloaded Today: TBD, Previously Downloaded: 2,965 GB, Total Downloaded: TBD, Remaining Available: TBD

### CAST - WEEKLY & DAY PLAYERS

<table>
<thead>
<tr>
<th>WORKED</th>
<th>WEEKLY</th>
<th>DAY</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>W</td>
<td>H</td>
<td>W</td>
<td>H</td>
</tr>
<tr>
<td>F</td>
<td>W</td>
<td>F</td>
<td>W</td>
</tr>
</tbody>
</table>

**W** \( \times \) **H** \( \times \) **P** \( \times \) **M** \( \times \) **E** \( \times \) **T** \( \times \) **R** \( \times \) **V** \( \times \) **L** \( \times \) **O** \( \times \) **N** \( \times \) **A** \( \times \) **D** \( \times \) **J** \( \times \) **U** \( \times \) **T** \( \times \) **E** \( \times \) **F** \( \times \) **I** \( \times \) **G** \( \times \) **H** \( \times \) **M** \( \times \) **Y** \( \times \) **P** \( \times \) **E** \( \times \) **A** \( \times \) **S** \( \times \) **T** \( \times \) **R** \( \times \) **I** \( \times \) **N** \( \times \) **D** \( \times \) **L** \( \times \) **O** \( \times \) **U** \( \times \) **D** \( \times \) **E** \( \times \) **F** \( \times \) **G** \( \times \) **H** \( \times \) **I** \( \times \) **J** \( \times \) **K** \( \times \) **L** \( \times \) **M** \( \times \) **N** \( \times \) **O** \( \times \) **P** \( \times \) **Q** \( \times \) **R** \( \times \) **S** \( \times \) **T** \( \times \) **U** \( \times \) **V** \( \times \) **W** \( \times \) **X** \( \times \) **Y** \( \times \) **Z** \( \times \) **

| Zeb Halsell | Will | W | B | B | B | B |
| Casey Clark | Bob  | W | B | B | B | B |
| Blake Logan | Paul | W | B | B | B | B |
| Erica Ramirez | Belle | W | B | B | B | B |

**XX = N.D. BREAKFAST**

**M = MOUNTAIN TIME**

**X = NOT PHOTOGRAPHED**

**S = SCHOOL ONLY**

**EXTRA 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>

**Assistant Director:**

© ELH
# DAILY PRODUCTION REPORT – Day 11 of 21

<table>
<thead>
<tr>
<th>No. Days Sched</th>
<th>1st Unit</th>
<th>2nd Unit</th>
<th>Rehearsal</th>
<th>Tests</th>
<th>Travel</th>
<th>Holidays</th>
<th>Retakes &amp; Add. Sc.</th>
<th>Total</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>4</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>31</td>
<td>Ahead</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Days Actual</td>
<td>21</td>
<td>1</td>
<td>4</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>Behind</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Title Gutter King**  
Prod #  
Date: 3/21/08  
Date Started: 3/15/08  
Scheduled Finish Date: 4/8/08  
Est. Finish Date: 4/8/08

- Sets: **O’Rourke backyard, Princeton drive, O’Rourke home**
- Location: 804 Smith st.
- Crew Call: 10:00AM
- Shooting Call: 10:30AM
- First Shot: 11:30AM
- Lunch: 4:00PM
- TI: 4:30PM
- 1st Shot After Lunch: 4:45
- 2nd Meal: 5:00
- TI: 10:00PM
- Camera Wrap: 2:45AM
- Last Person Out: 3:00AM
- Company dismissed at:  
- Location:  
- Headquarters:  
- Round Trip Mileage:  
- Is Today a Designated Day Off?  
- YES  
- NO

### SCRIPT SCENES AND PAGES

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
<th>ADDED SCENES</th>
<th>RETAKES</th>
<th>PAGES</th>
<th>SCENES</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>32:21</td>
<td>404</td>
<td>4</td>
<td>419</td>
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<td></td>
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<tr>
<td>Today</td>
<td>2:79</td>
<td>2:48</td>
<td>15</td>
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<td>N/A</td>
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<td></td>
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<tr>
<td>Script</td>
<td>65</td>
<td>84</td>
<td>Total</td>
<td>Total</td>
<td>Total</td>
<td>N/A</td>
<td>TOTAL</td>
</tr>
<tr>
<td>Taken Prev.</td>
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<tr>
<td>Taken Today</td>
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<td></td>
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<td>Taken to Date</td>
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<td>41</td>
<td>Added Scenes/N/A</td>
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<td>To Be Taken</td>
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<td>43</td>
<td>Retakes N/A</td>
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</tr>
</tbody>
</table>

### CAST - WEEKLY & DAY PLAYERS

- **Zeb Halsell**: Will  
- **Casey Clark**: Bob  
- **Blake Logan**: Paul  
- **Erica Ramirez**: Belle

### CF CARD DOWNLOADS TODAY: 13

- **DIGITAL STORAGE (Gigabytes)**: 8 TB
- **Starting Available**: 97 GB
- **Previously Downloaded**: 949 GB
- **Remaining available**: TBD

### CAST

<table>
<thead>
<tr>
<th>CHARACTER</th>
<th>W</th>
<th>H</th>
<th>T</th>
<th>Make-up Date</th>
<th>W</th>
<th>H</th>
<th>T</th>
<th>Make-up Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zeb Halsell</td>
<td>Will</td>
<td>W</td>
<td>6</td>
<td>7:30 P</td>
<td>1 P</td>
<td>1:30 P</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Casey Clark</td>
<td>Bob</td>
<td>W</td>
<td>6</td>
<td>7:30 P</td>
<td>1 P</td>
<td>1:30 P</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blake Logan</td>
<td>Paul</td>
<td>W</td>
<td>6</td>
<td>7:30 P</td>
<td>1 P</td>
<td>1:30 P</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Erica Ramirez</td>
<td>Belle</td>
<td>W</td>
<td>6</td>
<td>7:30 P</td>
<td>1 P</td>
<td>1:30 P</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### XX = N.D.  BREAKFAST  
* = DISMISS TIME INCLUDES 15 MIN. MAKEUP / WARD. REMOVAL  
X = NOT PHOTOGRAPHED  
S = SCHOOL ONLY

### EXTRA TALENT

- **No. Rate 1st Call Set Dismiss  Final Dismiss Adj MPV No. Rate 1st Call Set Dismiss Final Dismiss Adj MPV**

Assistant Director  
Production Manager

© ELH
# Daily Production Report - Day 12 of 21

**Title:** Gutter King

**Prod. #:** [Blank]

**Date:** 3/25/08

**Producer:** Melissa Connell

**Director:** Keith Alan Marm

**Date Started:** 3/15/08

**Scheduled Finish Date:** 4/6/08

**Est. Finish Date:** 4/6/08

**Sets:** O’Rourke backyard, Princeton drive, O’Rourke home

**Location:** BDG Smith st

**Crew Call:** 12:00PM

**Shooting Call:** 12:30AM 1st Shot: 12:35AM

**Lunch:** 3:00PM

**Til 3:30PM:**

**1st Shot After Lunch:** 3:45

**2nd Meal:** 5:30

**10 PM:**

**Camera Wrap:** 1:15am

**Last Person Out:** 1:45am

**Company dismissed at:** Studio

**Location:** Headquarters

**Round Trip Mileage:** [Blank]

**Is Today A Designated Day Off?** NO

**YES**

**SCRIPT SCENES AND PAGES**

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>MINUTES</th>
<th>SETTINGS</th>
<th>ADDITIONS</th>
<th>RETAKES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Today</td>
<td>39,40,41</td>
<td>4 1/8</td>
<td>4 1/2</td>
<td>20</td>
<td>0</td>
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<td>55</td>
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<td>Total 84</td>
<td>Total 439</td>
<td>Total 4</td>
</tr>
<tr>
<td>Taken Prev.</td>
<td>48</td>
<td>41</td>
<td>Scene No.</td>
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<tr>
<td>Taken Today</td>
<td>3</td>
<td>4 1/8</td>
<td>Added Scenes N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taken to Date</td>
<td>49</td>
<td>45 1/8</td>
<td>Sound Takes -</td>
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</tr>
</tbody>
</table>

**CAST - WEEKLY & DAY PLAYERS**

<table>
<thead>
<tr>
<th>WORKS - W</th>
<th>REHEARSAL - R</th>
<th>FINISHED - F</th>
<th>W H</th>
<th>S P</th>
<th>T T</th>
<th>MAKEUP - M</th>
<th>WORKTIME - W</th>
<th>MEALS - M</th>
<th>TRAVEL TIME - T</th>
<th>STUNT - S</th>
</tr>
</thead>
</table>

**CAST**

- **Zeb Halsey**
  - **Character:** Will
  - **Worked - W:** 4
  - **Rehearsal - R:** 4
  - **Finished - F:** 4

- **Casey Clark**
  - **Character:** Bob
  - **Worked - W:** 4
  - **Rehearsal - R:** 4
  - **Finished - F:** 4

- **Blake Logan**
  - **Character:** Paul
  - **Worked - W:** 4
  - **Rehearsal - R:** 4
  - **Finished - F:** 4

- **Erica Ramirez**
  - **Character:** Belle
  - **Worked - W:** 4
  - **Rehearsal - R:** 4
  - **Finished - F:** 4

**XX = N.D. BREAKFAST**

**1 = DISMISS TIME INCLUDES 15 MIN. MAKEUP /WARD. REMOVAL**

**X = NOT PHOTOGRAPHED**

**S = SCHOOL ONLY**

**EXTRA 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>
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**Assistant Director:** [Blank]

**Production Manager:** [Blank]
# Daily Production Report – Day 13 of 21

<table>
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<tr>
<th>No. Days Sched</th>
<th>1st Unit</th>
<th>2nd Unit</th>
<th>Rehearsal</th>
<th>Tests</th>
<th>Travel</th>
<th>Holidays</th>
<th>Retakes &amp; Add. Sc.</th>
<th>Total</th>
<th>Schedule</th>
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<tbody>
<tr>
<td>21</td>
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<td>31</td>
<td>Ahead</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>No. Days Actual</th>
<th>21</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Gutter King</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prod. #</td>
<td>Date 3/27/08</td>
</tr>
<tr>
<td>Producer</td>
<td>Melissa Connolly</td>
</tr>
<tr>
<td>Director</td>
<td>Keith Alan Morris</td>
</tr>
<tr>
<td>Date Started</td>
<td>3/15/08</td>
</tr>
<tr>
<td>Scheduled Finish Date</td>
<td>4/6/08</td>
</tr>
<tr>
<td>Est. Finish Date</td>
<td>4/6/08</td>
</tr>
</tbody>
</table>

Sets: O’Rourke's backyard, Princeton drive, O’Rourke's home

Location: 184 Smith st.

Crew Call: 12:00PM

**Shooting**: Call 12:00PM, First Shot 12:40AM, Lunch 3:00PM, Till 3:30PM

1st Shot After Lunch 3:45
2nd Meal 6:00
Camera Wrap 9:00pm, Last Person Out 10:00pm

Company dismissed at: Studio

Round Trip Mileage: 

Is Today a Designated Day Off? Yes No

---

**Script Scenes and Pages**

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
<th>ADDED SCENES</th>
<th>RETAKES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prev.</td>
<td>4</td>
<td>4</td>
<td>Prev.</td>
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<table>
<thead>
<tr>
<th>Today</th>
<th>42.43.44</th>
<th>5.49</th>
<th>Today</th>
<th>5.28</th>
<th>Today</th>
<th>35</th>
<th>Today</th>
<th>0</th>
<th>Today</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Script</td>
<td>85</td>
<td>84</td>
<td>Total</td>
<td>84</td>
<td>Total</td>
<td>474</td>
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<thead>
<tr>
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<th>49</th>
<th>45.1/8</th>
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<tr>
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<td>5</td>
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<tr>
<td>Taken to Date</td>
<td>54</td>
<td>50.5/9</td>
<td>Added Scenes N/A</td>
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<tr>
<td>To Be Taken</td>
<td>11</td>
<td>33.3/9</td>
<td>Retakes N/A</td>
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Sound Takes:

---

**Cast - Weekly & Day Players**

<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Zeb Halsey</td>
<td>Will</td>
<td>W</td>
<td>T</td>
<td>F</td>
<td></td>
<td>W</td>
<td>T</td>
<td>F</td>
<td></td>
</tr>
<tr>
<td>Casey Clark</td>
<td>Bob</td>
<td>W</td>
<td>T</td>
<td>F</td>
<td></td>
<td>W</td>
<td>T</td>
<td>F</td>
<td></td>
</tr>
<tr>
<td>Blake Logan</td>
<td>Paul</td>
<td>W</td>
<td>T</td>
<td>F</td>
<td></td>
<td>W</td>
<td>T</td>
<td>F</td>
<td></td>
</tr>
<tr>
<td>Erica Ramirez</td>
<td>Belle</td>
<td>W</td>
<td>T</td>
<td>F</td>
<td></td>
<td>W</td>
<td>T</td>
<td>F</td>
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</table>

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**Extra Talent**

<table>
<thead>
<tr>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set</th>
<th>Dismiss</th>
<th>Final</th>
<th>Dismiss</th>
<th>Adj.</th>
<th>MPV.</th>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set</th>
<th>Dismiss</th>
<th>Final</th>
<th>Dismiss</th>
<th>Adj.</th>
<th>MPV.</th>
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</table>

Assistant Director: Production Manager

© ELH
# DAILY PRODUCTION REPORT – Day 14 of 21

<table>
<thead>
<tr>
<th>No. Days Sched</th>
<th>1st Unit</th>
<th>2nd Unit</th>
<th>Rehearsal</th>
<th>Tests</th>
<th>Travel</th>
<th>Holidays</th>
<th>Retakes &amp; Add. Sc.</th>
<th>Total</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>4</td>
<td>4</td>
<td>2</td>
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<td>31</td>
<td>Ahead</td>
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<table>
<thead>
<tr>
<th>No. Days Actual</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>1</td>
</tr>
</tbody>
</table>

**Title**: Gutter King  
**Prod. #:**       
**Date:** 3/28/08

**Producer:** Melissa Concell  
**Director:** Keith Alan Morris  
**Date Started:** 3/15/08  
**Estimated Finish Date:** 4/6/08

**Sets:**  
- O'Roark's backyard  
- Princeton Drive  
- O'Roark's home

**Location:** BD4 Smith st  
**Crew Call:** 12:00PM  
**Shooting Call:** 12:30PM  
**First Shot:** 12:40AM  
**Lunch:** 3:00PM  
**Wrap:** 10:00PM  
**Last Person Out:** 11:45PM  
**Company dismissed at:** Studio  
**Round Trip Mileage:**

**Is Today a Designated Day Off?**  
- **Yes**  
- **No**

## SCRIPT SCENES AND PAGES

<table>
<thead>
<tr>
<th>MINUTES</th>
<th>ADDED SCENES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
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</thead>
<tbody>
<tr>
<td>Today</td>
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<td></td>
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</thead>
<tbody>
<tr>
<td>Today</td>
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<td></td>
<td></td>
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<tr>
<td>Script</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**Take:**  
- **Stage:** 54  
- **Page:** 40  
- **Scene:** No. 1

**Take:**  
- **Stage:** 2  
- **Page:** 40  
- **Scene:** No. 1

## CAST - WEEKLY & DAY PLAYERS

<table>
<thead>
<tr>
<th>Character</th>
<th>Caucasian</th>
<th>African American</th>
<th>Hispanic</th>
<th>Asian</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zeb Halsey</td>
<td>W</td>
<td>F</td>
<td>T</td>
<td>M</td>
<td>M</td>
</tr>
</tbody>
</table>

**CAFE CARD DOWNSLOADS TODAY:**

**DIGITAL STORAGE (Gigabytes):**

**Starting Available:** 6 TB  
**Downloaded Today:** 98.334 GB  
**Previously Downloaded:** 643 GB  
**Total Downloaded:** TBD  
**Remaining Available:** TBD

## CAST - CHARACTER

<table>
<thead>
<tr>
<th>Character</th>
<th>Caucasian</th>
<th>African American</th>
<th>Hispanic</th>
<th>Asian</th>
<th>Other</th>
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</thead>
<tbody>
<tr>
<td>Zeb Halsey</td>
<td>W</td>
<td>F</td>
<td>T</td>
<td>M</td>
<td>M</td>
</tr>
<tr>
<td>Casey Clark</td>
<td>W</td>
<td>F</td>
<td>T</td>
<td>M</td>
<td>M</td>
</tr>
<tr>
<td>Blake Logan</td>
<td>W</td>
<td>F</td>
<td>T</td>
<td>M</td>
<td>M</td>
</tr>
<tr>
<td>Erica Ramirez</td>
<td>W</td>
<td>F</td>
<td>T</td>
<td>M</td>
<td>M</td>
</tr>
</tbody>
</table>
| XX = N.D. BREAKFAST  
* X = DISMISS TIME INCLUDES 15 MIN. MAKEUP / INWARD. REMOVAL  
X = NOT PHOTOGRAPHED  
S = SCHOOL ONLY

<table>
<thead>
<tr>
<th>Extra Talent</th>
<th>Caucasian</th>
<th>African American</th>
<th>Hispanic</th>
<th>Asian</th>
<th>Other</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set</th>
<th>Dismiss</th>
<th>Final Dismiss</th>
<th>Adj</th>
<th>MPV</th>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set</th>
<th>Dismiss</th>
<th>Final Dismiss</th>
<th>Adj</th>
<th>MPV</th>
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</table>

**Assistant Director:**  
**Production Manager:**

© ELH
DAY 15 MISSING

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# DAILY PRODUCTION REPORT – Day 16 of 21

<table>
<thead>
<tr>
<th>No. Days Sched</th>
<th>1st Unit</th>
<th>2nd Unit</th>
<th>Rehearsal</th>
<th>Tests</th>
<th>Travel</th>
<th>Holidays</th>
<th>Retakes &amp; Add. Sc.</th>
<th>Total</th>
<th>Schedule</th>
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<tbody>
<tr>
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<td>0</td>
<td></td>
<td></td>
<td></td>
<td>31</td>
<td>Ahead</td>
</tr>
</tbody>
</table>

| No. Days Actual | 21       | 1        | 4         | 4     | 2      | 0        |                     |       | Behind    |

**Title**: Gutter King  
**Prod. #**:  
**Date**: 3/30/08  
**Date Started**: 3/15/08  
**Scheduled Finish Date**: 4/8/08  
**Est. Finish Date**: 4/8/08  

**Sets**: O'Roark's backyard. Princeton drive. O'Roark's home.  
**Location**: 404 Smith St.  
**Crew Call**: 6:05PM  
**Shooting Call**: 6:30PM  
**First Shot**: 6:45PM  
**Lunch**: T |  
**1st Shot After Lunch**: 2nd Meal 9:30  
**TI**: 10:00 PM  
**Camera Wrap**: 12:00am  
**Last Person Out**: 12:30am  
**Company Dismissed at**: Studio  
**Location**:  
**Round Trip Mileage**:  
**Is Today a Designated Day Off**: NO  

**SCRIPT SCENES AND PAGES**  
**MINUTES**  
**SETUPS**  
**ADDED SCENES**  
**RETAKE SCENES**  
**PAGES**  
**SCENES**  

| SCENES | PAGES | Prev. | 47.69  | 494 | Prev.  | 4  | Prev. |  |
|--------|-------|-------|--------|-----|--------|----|-------|  |
| Today  | 65,148,5 | 8 2/9 | Today  | 6 2/9 | Today  | 3 0 | Today  | 0 |
| Script | 65     | 84    | Total  | 84   | Total  | 524 | Total  | 4 |
| Taken  | 58     | 52 1/9 | Scene No. |       |       |     |       |   |
| Taken  | 58     | 58 1/9 | Added Scenes | N/A |       |     |       |   |
| To Be Taken | 7 | 26 4/9 | Retakes | N/A |       |     |       |   |

**CAST - WEEKLY & DAY PLAYERS**  
**WORKED**: 5  
**HOURS**: 8  
**STARTED**: S  
**TOTAL**: 7  

<table>
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<th>CAST</th>
<th>CHARACTER</th>
<th>IN H</th>
<th>S</th>
<th>P</th>
<th>F</th>
<th>H</th>
<th>T</th>
<th>TI</th>
<th>ставил</th>
<th>STUNT ADJ</th>
<th>\</th>
<th>\</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zeb Halsem</td>
<td>Will</td>
<td>W</td>
<td>12PM</td>
<td>12PM</td>
<td>8:30 P</td>
<td>3 P</td>
<td>3:30 P</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Casey Clark</td>
<td>Bob</td>
<td>W</td>
<td>12PM</td>
<td>12PM</td>
<td>8:30 P</td>
<td>3 P</td>
<td>3:30 P</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Blake Logan</td>
<td>Paul</td>
<td>W</td>
<td>12PM</td>
<td>12PM</td>
<td>8:30 P</td>
<td>3 P</td>
<td>3:30 P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Erica Ramirez</td>
<td>Belle</td>
<td>W</td>
<td>12PM</td>
<td>12PM</td>
<td>8:30 P</td>
<td>3 P</td>
<td>3:30 P</td>
<td></td>
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**EXTRA TALENT**  

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<thead>
<tr>
<th>No.</th>
<th>Rate</th>
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<th>Set Dismiss</th>
<th>Final Dismiss</th>
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<th>Set Dismiss</th>
<th>Final Dismiss</th>
<th>Adj</th>
<th>MPV</th>
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**Assistant Director**:  
**Production Manager**:  

© ELH
## DAILY PRODUCTION REPORT – Day 17 of 21

<table>
<thead>
<tr>
<th>No. Days Sched</th>
<th>1st Unit</th>
<th>2nd Unit</th>
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<th>Tests</th>
<th>Travel</th>
<th>Holidays</th>
<th>Retakes &amp; Add. Scn.</th>
<th>Total</th>
<th>Schedule</th>
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<tbody>
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<td>4</td>
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<td>0</td>
<td>31</td>
<td>Ahead</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| No. Days Actual | 21 | 1 | 4 | 4 | 2 | 0 | Behind |

Title Gutter King
Prod. #: ___ Date: 3/30/08
Producer: Melissa Connell
Director: Keith Alan Morris
Date Started: 3/15/08
Scheduled Finish Date: 4/6/08
Estimated Finish Date: 4/6/08

Sets: O’Beck’s backyard, Princeton drive, O’Beck’s home
Location: 404 Smith St.
Crew Call: 6:00PM
Shooting Call: 6:30PM, First Shot: 6:45PM
Lunch: T1 1:00PM
1st Shot After Lunch: 2nd Meal: 9:30PM
2:00PM: Camera Wrap: 12:00am
Last Person Out: 1:30am

Company dismissed at: Studio, Location, Headquarters
Round Trip Mileage: ___ Is Today a Designated Day Off? YES NO

### SCRIPT SCENES AND PAGES

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
<th>ADDED SCENES</th>
<th>RETAKES</th>
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<td>SCENES</td>
<td>PAGES</td>
<td>Prev. 53.97</td>
<td>Prev. 524</td>
<td>Prev. 4</td>
<td>Prev. 2</td>
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<td>Today</td>
<td>59</td>
<td>15/8</td>
<td>Today 1.28</td>
<td>Today 10</td>
<td>Today 0</td>
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<td>84</td>
<td>Total 64</td>
<td>Total 534</td>
<td>Total 4</td>
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</tbody>
</table>

| Taken Prev. | 53 | 59 2/8 | Scene No. |
| Taken Today | 1  | 15/8   |           |
| Taken to Date | 54 | 58/78 | Added Scenes: N/A |
| To Be Taken | 11 | 24/38 | Retakes: N/A |

### CAST - WEEKLY & DAY PLAYERS

<table>
<thead>
<tr>
<th>Character</th>
<th>Cast Name</th>
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</thead>
<tbody>
<tr>
<td>Will</td>
<td>Zeb Halsell</td>
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<tr>
<td>Bob</td>
<td>Casey Clark</td>
</tr>
<tr>
<td>Paul</td>
<td>Blake Logan</td>
</tr>
<tr>
<td>Belle</td>
<td>Erica Ramirez</td>
</tr>
</tbody>
</table>

### CF CARD DOWNLOADS TODAY

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<th>DIGITAL STORAGE (Gigabytes)</th>
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<tr>
<td>Previously Downloaded</td>
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<td>Total Downloaded</td>
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<tr>
<td>Remaining available</td>
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### CAST - CHARACTER

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<tr>
<th>W</th>
<th>H</th>
<th>S</th>
<th>P</th>
<th>T</th>
<th>MAKEUP AIDE</th>
<th>WORK TIME</th>
<th>MEALS</th>
<th>TRAVEL TIME</th>
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</table>

### EXTRA TALENT

<table>
<thead>
<tr>
<th>No.</th>
<th>Rate</th>
<th>1st Call</th>
<th>Set Dismiss</th>
<th>Final Dismiss</th>
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<th>MPV</th>
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<th>Adj</th>
<th>MPV</th>
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</thead>
</table>

Assistant Director: ____________
Production Manager: ____________
© ELH
## DAILY PRODUCTION REPORT – Day 18 of 21

<table>
<thead>
<tr>
<th>No. Days Sched</th>
<th>1st Unit</th>
<th>2nd Unit</th>
<th>Rehearsal</th>
<th>Tests</th>
<th>Travel</th>
<th>Holidays</th>
<th>Retakes &amp; Add. Sc</th>
<th>Total</th>
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<td>4</td>
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<td>0</td>
<td>31</td>
<td>Ahead</td>
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<td>4</td>
<td>2</td>
<td>Behind</td>
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<td></td>
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**Title:** Gutter King  
**Prod. #:**  
**Date:** 3/31/08  
**Producer:** Melissa Connell  
**Director:** Keith Alan Morris  
**Date Started:** 3/15/08  
**Scheduled Finish Date:** 4/8/08  
**Est. Finish Date:** 4/8/08  

**Sets:** C & Rourke backyard, Princeton drive, C & Rourke home  
**Location:** 8th Smith St.  
**Crew Call:** 9:00AM  
**Shooting Call:** 9:30AM  
**First Shot:** 9:45PM  
**Lunch:** 11:00AM  
**1st Shot After Lunch:** 2nd Meal 9:30PM  
**Last Person Out:** 1:30AM  
**Camera Wrap:** 12:30AM  
**Round Trip Mileage:**  

**Company dismissed at:**  
- [ ] Studio  
- [ ] Location  
- [ ] Headquarters  
- [ ] Is Today a Designated Day Off?  
  - [ ] YES  
  - [ ] NO

### SCRIPT SCENES AND PAGES

<table>
<thead>
<tr>
<th>SCENES</th>
<th>PAGES</th>
<th>MINUTES</th>
<th>SETUPS</th>
<th>ADDED SCENES</th>
<th>RETAKES</th>
<th>PAGES</th>
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<td></td>
<td></td>
<td>Today</td>
<td>3.52</td>
<td>Today 17</td>
<td>Today</td>
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<td></td>
<td></td>
<td>Scene No.</td>
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**SCENES:**  
**PAGES:**  
**MINUTES:**  
**SETUPS:**  
**ADDED SCENES:**  
**RETAKES:**  
**PAGES:**  
**SCENES:**  

**CAST - WEEKLY & DAY PLAYERS**

<table>
<thead>
<tr>
<th>CAST</th>
<th>CHARACTER</th>
<th>W</th>
<th>H</th>
<th>T</th>
<th>P</th>
<th>Finish</th>
<th>Time</th>
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<tr>
<td>Zeb Halsey</td>
<td>Will</td>
<td>W</td>
<td>6PM</td>
<td>6PM</td>
<td>12:30P</td>
<td>3P</td>
<td>3:30P</td>
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<td>Casey Clark</td>
<td>Bob</td>
<td>W</td>
<td>6PM</td>
<td>6PM</td>
<td>12:30P</td>
<td>3P</td>
<td>3:30P</td>
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<tr>
<td>Blake Logan</td>
<td>Paul</td>
<td>W</td>
<td>6PM</td>
<td>6PM</td>
<td>12:30P</td>
<td>3P</td>
<td>3:30P</td>
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<tr>
<td>Erica Ramirez</td>
<td>Bella</td>
<td>W</td>
<td>6PM</td>
<td>6PM</td>
<td>12:30P</td>
<td>3P</td>
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**XX = N.D. BREAKFAST**  
**X = NOT PHOTOGRAPHED**  
**S = SCHOOL ONLY**

### EXTRA TALENT

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<th>MPV</th>
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**Assistant Director:**  
**Production Manager:**

© ELH
DAY 19 MISSING

We finished principal photography early and used Day 19, 20, and 21 for unscripted improvisation scenes.
APPENDIX H: FINAL COST REPORT
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<th>CATEGORY</th>
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APPENDIX I: SAMPLE CONTRACTS

We gave the primary cast and key crew members the same 12-page Employment Agreement with the number of points given out to each person based on his or her past experience with the team. Included is lead actor Zeb Halsell’s contract, followed by the final signed page of every key cast and crew member, excluding Melissa Conrad and Devin Shayla.

Also included are the post-production contracts for the editors. Hand-written additions are on the final pages. These are reminders for the editors to not leak the footage earlier than planned. That is, we did not want the editors to post their work early for self-promotion.

Finally, also included are the location releases, sample permit signage that we hung at major improvisational locations (in case we didn’t get everyone’s signature), the Certificate of Liability Insurance, group releases, and personal releases for both the feature and the online promotional efforts. My partner was also my lawyer (and reviewed contracts pro-bono). Our sole agreement—the LLC operating agreement—is included herein.
EMPLOYMENT AGREEMENT

Employment agreement made March 15th, 2008, between Gutter King, LLC, a Florida limited liability company (“Producer”), and Zeb Halsell, of 9426 fm 2606 Henrietta, Texas 76365 professionally known as Zeb Halsell (“Artist”).

SECTION I
EMPLOYMENT OF ARTIST

Producer engages Artist to render his/her exclusive services as provided for in this agreement, for a term of 1 year beginning on March 15th, 2008, and Artist accepts such employment, subject to all the terms and conditions of this agreement.

SECTION II
DUTIES OF ARTIST

A. Artist to Obey Rules. Artist shall promptly and faithfully comply with all requirements, directions, requests, and rules and regulations made by Producer in connection with the conduct of its business.

B. Performances. Artist shall perform as an actor in such roles and in such motion pictures, at such times and places, and as often, as Producer shall request. Artist shall render his/her services conscientiously and to the best of his/her ability.

C. Other Activities Requiring Artist's Presence. When requested by Producer to do so, Artist shall report at Producer's studio or at any other place Producer may designate for wardrobe fittings, publicity interviews, publicity photograph sittings, and for such other purposes and for such discussions as Producer may deem necessary or desirable.

D. Places of Performance. Should Artist be required to perform any services pursuant to this agreement in any place other than Orlando, or any other city to which Producer may later remove its basic studio operations, and their environs, Producer shall pay all necessary traveling expenses and hotel bills or other charges for food and lodging for Artist while away from the above-described cities at the request or direction of Producer.

SECTION III
PRODUCER'S OBLIGATION TO PERMIT ARTIST TO PERFORM

Producer shall be under no obligation to cause or to allow Artist to perform any services other than those specified in and under this agreement.

SECTION IV
ARTIST'S COMPENSATION

Producer shall pay Artist, as compensation for his/her services under this agreement and all rights granted in this agreement 2 Points. For the purpose of this Agreement, a Point is one
one percent (1%) of net profits of Producer.

SECTION V
RETAKES AND ADDED SCENES

Producer may require Artist to report for retakes and added scenes. For such services Artist shall not be paid any additional Points or salary. The term “retakes and added scenes” shall mean any additional services required in connection with a motion picture after its first apparent completion, including, but not limited to, the making of changes, sound tracks or recordings, process shots, transparencies, trick shots, trailers, and still photographs, as well as the making of complete added scenes or sequences or the retaking of existing scenes, and other similar services necessary or desirable in connection with any motion picture prior to final public release.

SECTION VI
PERFORMANCES OTHER THAN IN MOTION PICTURES

A. Radio and Television. Artist shall, on request of Producer, and without additional compensation, render his/her services in connection with radio and television broadcasts, whether such broadcasts are live, recorded, or videotaped, or are made by Producer or another person, firm, corporation, or other entity.

B. Personal Appearances and Legitimate Stage. Artist shall, on request of Producer, make such personal appearances and participate in such legitimate stage productions, at such times and places and in such capacities, as Producer shall deem advantageous to it. Artist shall receive, in addition to the compensation set forth in Section Four of this agreement, a salary of $0.00 for each week or fraction of a week that Artist renders services simultaneously in motion pictures and on the legitimate stage. Artist shall receive no additional compensation for other personal appearances made pursuant to this section.

SECTION VII
ARTIST TO RENDER SERVICES EXCLUSIVELY FOR PRODUCER

A. Artist shall, during the term of this agreement, render the services provided for in this agreement exclusively to Producer, and shall not, during such time, make any public or private appearances in any way connected with the entertainment business, or engage in any similar activity, without the prior, express, and written consent of Producer.

B. Artist shall not permit any other person, firm, corporation, or other entity to advertise, announce, or make known, directly or indirectly, by paid advertisements, press notices, or otherwise, that Artist has contracted to do or perform any act or service contrary to the terms of this agreement, nor shall Artist, during the term of this agreement, employ a personal press or publicity agent or authorize any person to perform the duties of a personal press or publicity agent on his behalf.
SECTION VIII
PHOTOGRAPHS AND RECORDINGS

Artist grants to Producer the exclusive right to photograph and record any or all of his appearances or performances pursuant to this agreement, to reproduce such photographs and recordings or any part of them by any method, and to distribute such photographs and distribute, sell, or lease such recordings, or license others to do so, in connection with advertising material or otherwise, as Producer may deem necessary or advisable.

SECTION IX
OWNERSHIP AND CONTROL OF PRODUCTS

Producer shall have the exclusive and complete control of, title to, and right of copyright to all photographs and recordings made pursuant to Section VIII of this agreement, or any parts of them, as well as in the name of Artist in connection with motion pictures produced under and pursuant to this agreement.

SECTION X
ARTIST'S NAME AND LIKENESS

A. Artist grants to Producer and its licensees the exclusive right, during the term of this agreement, to use Artist's professional name and likeness for advertising, commercial, or publicity purposes, whether or not in connection with the appearances and performances of the Artist or the advertising or publicity of the motion pictures produced under and pursuant to this agreement.

B. Any agreements, arrangements, or so-called advertising tie-ups made by Producer during the term of this agreement in accordance with this section may extend for a reasonable period, not exceeding 5 years, after the termination of this agreement, but after such termination no such agreement, arrangement, or tie-up shall be considered exclusive, and Artist shall have the right to enter into such agreements or transactions with reference to the use of his professional name or likeness as he may deem proper.

C. Artist shall at no time during the term of this agreement authorize or permit any person, firm, corporation, or other entity, other than Producer, to make use of his name or likeness.

D. Producer may, in the name of Artist or otherwise, institute any proper legal proceedings to protect or enforce the rights granted in this section.

SECTION XI
PERFORMANCES OF ARTIST

A. Wardrobe. Producer shall provide, at its expense, such wardrobe and wearing apparel as may be necessary for any character or role to be portrayed by Artist pursuant to this agreement, except for footwear, hosiery, and underclothing, which shall be supplied by Artist at his own expense. All wardrobe and apparel furnished or paid for by Producer shall remain its property.
and shall be promptly returned to Producer on completion of the role for which such wardrobe and apparel was necessary.

B. **Dubbing and Other Substitutions.** Producer may cause the Artist's voice to be dubbed, may use a double or substitute to perform in place of Artist, or may use another Artist to produce all instrumental, musical or other sound effects required to be produced by Artist in any role that [he][she] shall play under and pursuant to this agreement, but only:

1. when necessary to expeditiously meet the requirements of foreign exhibition;
2. when necessary to expeditiously meet censorship requirements, both foreign and domestic;
3. when, in the opinion of Producer, the failure to use a double for the performance of hazardous acts might result in physical injury to Artist;
4. when Artist is not available; and
5. when Artist fails or, in Producer's judgment, is unable to meet certain requirements of a role, such as singing, the rendition of instrumental music, or other similar services requiring special talent or ability other than that possessed by Artist.

**SECTION XII**

**ARTIST'S CONDUCT**

Artist shall conduct [himself][herself] with due regard to public convention and morals and shall not do any act that will tend to degrade [him][her] in society or bring [him][her] into public hatred, contempt, scorn, or ridicule, or that will tend to shock, insult, or offend the community, or ridicule public morals or decency, or prejudice Producer or the motion picture industry in general, and shall not do any act that will tend to injure [his][her] capacity to fully comply with and perform all of the terms and conditions of this agreement or which will tend to injure [his][her] physical or mental qualities. Producer may, at its option, on 1 days' notice to Artist, terminate this agreement for breach of the provisions of this section.

**SECTION XIII**

**ARTIST'S INABILITY TO PERFORM**

A. **Suspension or Termination of Contract.** If Artist becomes incapacitated from fully performing and complying with [his][her] obligations under this agreement by reason of mental or physical disability or otherwise, or if Artist suffers any facial or physical disfigurement materially interfering with [his][her] ability to speak, or if there is any material change in the facial or physical appearance of Artist, then at its option, Producer may refuse to pay Artist compensation during the period of such incapacity, impairment, or change, and Producer may, at its option, cause the term of this agreement to be extended for a period equivalent to the period during which Producer shall have refused to pay compensation under the provisions of this section. In the event of the continuance of such incapacity, impairment, or change for a period or
aggregate of periods in excess of 1 week during the term of this agreement, Producer, at its option, may terminate this agreement by giving 1 day's notice in writing to Artist.

B. **Medical Examination.** Should Artist suffer or assert any incapacity within the scope of paragraph A above, [he/she] shall, on the request of Producer, submit to a physical examination or examinations, by Producer's physician or otherwise, in order that the existence, nature, and extent of such incapacity may be determined.

C. **Disability After Commencement of Production.** Since Producer would suffer great damage if Artist were unable to complete the services required of [him/her] in any production in which [he/she] shall once have appeared, if, at any time prior to commencement of filming of any production in which Artist is to appear, Producer shall have reason to believe that Artist is in such physical condition as to make it doubtful that Artist will be able to complete the required services, Producer shall so notify Artist, and Artist then shall submit to examination by a physician or physicians designated by Producer in conjunction with, if so requested by Artist, a physician or physicians designated by Artist. Both Artist and Producer agree to abide by the report of such physician or physicians. If such report indicates a reasonable doubt that Artist would be physically able to complete the services required in the designated production, Artist shall be deemed incapacitated within the meaning of this section, and Producer may, at its option refuse to pay Artist compensation during the continuance of such incapacity or for a period equivalent to the time that would normally be required for his Artist to complete [his/her] role in the production, whichever period is shorter. Should the reports of the physicians designated by Producer and Artist respectively be opposed, then such physicians shall choose another disinterested physician, whose fees shall be borne equally by Producer and Artist, and the report of such physician shall be final and binding on both Producer and Artist.

D. **Absence; Damages.** If Artist is absent on any day or days or a portion of a day on which [his/her] services are required under this agreement, for any reason other than [his/her] unavoidable physical disability, [he/she] shall pay to Producer, on demand, the amount of any and all loss, costs, and expenses paid or incurred by Producer by reason, directly or indirectly, of such absence, or on account of the delay, inactivity, or inconvenience occasioned by such absence.

**SECTION XIV**

**INTERUPTION OF PRODUCTION OR EXHIBITION OF MOTION PICTURES**

A. **Suspension Period for Interruption of Production.** Should the production or completion of motion picture productions by Producer, or by any person, firm, corporation, or other entity to whom the services of Artist are loaned by Producer pursuant to this agreement, be prevented, materially hampered, or interrupted by reason of any fire, casualty, strike, unavoidable accident, act of God, war, epidemic, the legislation, order, rule, or decision of any legally constituted authority, or any other cause beyond the control of Producer, or by reason of Producer's inability, without its fault, to obtain the material, transportation, power, or other essential commodity required in the conduct of Producer's business, or by reason of the illness or incapacity of the director or of any principal member of the cast other than Artist of any production to which same has been assigned, then Producer shall not be obligated to pay Artist
any compensation, and [he/she], in the event of such nonpayment by Producer as provided in this section, shall not be obligated to render services to Producer during the continuance of such event, referred to in this agreement as the suspension period.

B. **Suspension Period for Closing of Theaters.** Should the majority of the motion picture theaters in the United States from which Producer directly or indirectly derives revenue from use of its product, or a majority of the motion picture theaters owned, controlled, or operated by Producer, its subsidiaries, or affiliates, be closed for any reason for a period of 5 consecutive days or more, then Producer shall not be obligated to pay Artist any compensation, and Artist, in the event of the nonpayment by Producer as provided in this section, shall not be obligated to render any services to Producer for a period equivalent to the length of time theaters shall be closed, provided, however, that the right of Producer not to pay Artist any compensation may be continued by Producer, at its option, until a time not later than 4 weeks after such theaters have reopened; all similarly referred to in this agreement as the suspension period.

C. **Extension of Contract.** This agreement and all of its provisions may, at Producer's option, be extended for a period equivalent to any suspension period that may occur under the provisions of this section.

D. **Termination of Contract.** If any suspension period under the provisions of this section should continue for a period in excess of 4 weeks during the term of this agreement, then either Artist or Producer may elect to terminate this agreement. However, should Artist so elect to terminate this agreement, [he/she] shall serve notice of such election on Producer, and if Producer shall resume payment of the weekly compensation provided for in this agreement, commencing as of not later than [number] days after the receipt of such notice from Artist, then such election shall not be effective and this agreement shall continue in full force and effect. If, however, Producer shall not so resume the payment of such compensation, then this agreement shall be terminated.

**SECTION XV**

**LOAN OF ARTIST'S SERVICES**

A. In General. Producer may at any time during the term of this agreement and for any period or aggregate of periods during the term of this agreement, lend the services of Artist to or for any person, firm, corporation, or other entity in any capacity in which Artist is required to render [his/her] services pursuant to this agreement; provided, however, that this agreement shall continue in full force and effect and that Artist shall not be required to do any act or perform any services contrary to the provisions of this agreement. During such period or aggregate of periods, Artist shall render [his/her] services to such other person, firm, corporation, or other entity to the best of [his/her] ability.

B. **Loan for Production of Motion Pictures.** Should Producer loan the services of Artist in connection with the production of any motion picture produced by a person, firm, corporation, or other entity, other than Producer, such loan shall be to a major Producer, as such term is understood in the motion picture industry, or to a Producer having a so-called major release for its product.
C. **Breach of Contract.** Any breach by any such person, firm, corporation, or other entity of any of the terms of this agreement shall not constitute a breach by Producer of its obligations under this agreement, nor shall Artist have the right to terminate this agreement by reason of such breach, but Artist shall, at [his/her] option, be released from the obligation to render any further services to such person, firm, corporation, or other entity.

D. **Compensation During Loan Period.** During any period in which the services of Artist are loaned to another person, firm, corporation, or other entity pursuant to the provisions of this section, Producer shall continue to pay to Artist the weekly compensation provided in Section IV of this agreement.

**SECTION XVI**
ASSIGNMENT OR TRANSFER OF CONTRACT RIGHTS

A. Producer may sell, transfer, assign, or otherwise dispose of its rights under this agreement, in whole or in part, including, but not limited to, the services of Artist in any or all capacities set forth in this agreement, to any person, firm, corporation, or other entity.

B. In the event of such a sale, transfer or disposition, Artist shall continue to perform [his/her] duties pursuant to this agreement according to the terms of this agreement for such assignee or transferee.

**SECTION XVII**
EQUITABLE REMEDIES FOR BREACH

The services to be rendered by Artist and the rights and privileges granted to Producer by Artist under this agreement are of a unique character and have a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law, and a breach by Artist of any of the provisions contained in this agreement will cause Producer great and irreparable injury and damage. Producer shall, therefore, in addition to any other remedies to which it may be entitled, be entitled to the remedies of injunction, specific performance, and other equitable relief to prevent a breach of this agreement by Artist.

**SECTION XVIII**
DEFAULT OF ARTIST

A. **Cessation of Compensation.** In the event of the failure, refusal, or neglect of Artist to perform [his/her] services in accordance with this agreement (referred to in this agreement as default) Producer may, at its option and in addition to any other remedies that it may have by reason of such default, cease to pay Artist any compensation from the time of commencement of such default, until Artist shall give Producer notice in writing that [he/she] is ready, able, and willing to resume the rendition of [his/her] services in accordance with the terms of this agreement, and (1) [3] days have elapsed after receipt of such notice by Producer, or (2) prior to such time Producer has notified Artist of Producer's willingness to accept Artist's services so tendered at an earlier date.
B. **Substituted Artist.** If, prior to the receipt of such notice from Artist tendering [his]/[her] services, Producer shall have assigned or cast another person to portray the role or perform the services in connection with which Artist is in default under this agreement and within such [1] days' period shall have notified Artist of such substitution, then Producer shall be under no obligation to resume payment of compensation to Artist until the completion of the services of such substituted Artist, or for a period of [30] days after the last mentioned notice to Artist of the substitution of another player, whichever period is shorter, unless Producer shall notify Artist of Producer's willingness to accept the services of Artist so tendered at an earlier date.

C. **Resumption of Payments.** On the day specified by Producer under the provisions of paragraphs A or B of this section, or in the absence of designation of earlier dates by Producer, at the times fixed by those paragraphs, Producer shall resume payment of compensation to Artist under this agreement, provided that at such time Artist presents [himself]/[herself] personally to Producer at Producer's studio in Orlando, Florida, for the purpose of rendering [his]/[her] services under this agreement and in good faith resumes such rendition.

D. **Extension of Contract.** Producer may, at its option, extend the term of this agreement and all of its provisions for a period equivalent to any period during which Producer shall not be obligated to pay compensation to Artist pursuant to this section. The right to refuse Artist compensation under this agreement shall not be limited as to time but shall continue until the Artist complies with the foregoing conditions or the foregoing events have occurred, but no extension of the term of this agreement by reason of any single default shall be granted.

E. **Termination of Contract.** Producer may, on default of Artist under this agreement, at any time prior to the tender of Artist's services by notice and appearance, as provided in paragraphs A and C of this section, and in addition to any other right or remedy that it may have, terminate this agreement. Unless this agreement is so terminated for cause, the rights of Producer under this agreement shall remain in full force and effect despite any default on the part of Artist.

F. **Provisions not a Penalty.** The provisions of this section shall not be construed as a penalty on Artist, and are agreed to be reasonable and necessary because of the unique nature and exigencies of Producer's business. Artist recognizes that the periods specified in this section represent the necessary minimum for the reasonable protection of Producer in connection with its normal production activities.

**SECTION XIX**

**EXTENSION OF CONTRACT AFTER SUSPENSION OF COMPENSATION**

A. **Exercise of Option to Extend.** Whenever Producer is entitled, under the terms of this agreement, to refuse to pay compensation to Artist for any reason, and Producer is granted an option to extend the term of this agreement for an equivalent period, such option may be exercised at any time prior to any date established under the provisions of Section Twenty of this
agreement on or before which Producer may exercise any other option to extend the term.

B. **Adjustment of Compensation.** If the term of this agreement is so extended, and Producer has paid Artist any compensation during all or any period of the time it was entitled to refuse payment of compensation, then Producer shall not be obligated to pay Artist any compensation during such portion of such extension as is equivalent in time to the period for which Producer actually compensated Artist although entitled to refuse to do so.

C. **Extension of Time for Exercise of Other Options.** If Producer shall exercise any right given it under any provision of this agreement to extend the term of this agreement, then the period within which Producer may exercise any other options or rights granted to it in this agreement, including the options provided for in Section Twenty, shall likewise be extended by an equal period.

**SECTION XX**
OPTIONS TO EXTEND TERM OF CONTRACT

A. **Grant of Options.** Artist grants to Producer an option to extend the term of this agreement for 4 consecutive 4-week periods, on the same terms and conditions as are contained in this agreement, except that the salary to be paid to Artist during each such extended period shall be as set forth in the following scale:
   - First extended period: $0.00 per week
   - Second extended period: $0.00 per week
   
   [if appropriate, add similar statements as to other extended periods.]

B. **Exercise of Options.** If exercised, the above-stated options shall be exercised consecutively, by written notice to Artist given no later than [number] days prior to the expiration of the period immediately preceding the period to which each such option would respectively apply.

C. **Layoffs During Extended Periods.** Producer may, at its option, lay off Artist, without pay at any time during each of the extended periods for which Producer has exercised the option granted it in this section to retain Artist's services under and pursuant to this agreement.

**SECTION XXI**
ARTIST'S SERVICES AFTER TERMINATION OR EXPIRATION OF CONTRACT

A. **Completing Production.** If, at the time of the expiration of this agreement by lapse of time or the prior termination of this agreement, Artist is engaged in any production in which the continued services of Artist are deemed by Producer to be of value to Producer, Artist shall continue to render [his][her] services until all services required of [him][her] by Producer in connection with such production have been completed. For such excess services Artist shall receive a salary of $0.00 for each day or fraction of a day on which [he][she] renders such services.
B. **Retakes and Added Scenes.** If, after the expiration of this agreement by lapse of time or the prior termination of this agreement, Producer should desire the services of Artist in making retakes and added scenes, Artist shall render such services as and when Producer may request. Such services to be rendered by Artist shall be arranged for at the most convenient time for Producer, Artist, and any other employer for whom Artist may be working at the time. For such additional services, Producer shall not pay Artist any further compensation.

**SECTION XXII**

**RIGHTS OF ASSIGNEES AND OTHER TRANSFEREES**

All rights granted to Producer under and pursuant to this agreement shall inure not only to its benefit but also to the benefit of all persons, firms, corporations, and other entities who may, after the effective date of this agreement, acquire from Producer any right to distribute, transmit, exhibit, and exploit the product of Producer, or who may, after the effective date of this agreement, acquire any rights to the services of Artist under and pursuant to this agreement, and such product may be released under any company or trade name, brand, trademark or other designation desired by Producer.

**SECTION XXIII**

**MISCELLANEOUS**

1. **Notice.** All notices required, or permitted under or in connection with this agreement shall be deemed to have been duly served if sent by mail addressed to the party for whom such notices are intended at the address designated at the beginning of this agreement, or at such other place as may be designated in writing by such party.

2. **Effect of Waiver.** No waiver by Producer of any breach of any provision of this agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant or provision of this agreement. The exercise of any option granted to Producer pursuant to this agreement shall not operate as a waiver of any then existing default or breach on the part of Artist.

3. **Cumulative Remedies.** Each of the several rights, remedies, and options of Producer under this agreement shall be construed as cumulative, and no one of them as exclusive of the others or of any right or priority allowed by law.

4. **Governing Law.** This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida without regard to the principles of the conflict of laws.

5. **Modification to Comply with Law.** Nothing contained in this agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this agreement and any statute, law, ordinance, or other governmental regulation applicable to this agreement, the latter shall prevail, but in such event, the provision of this agreement affected shall be modified only to the extent necessary to bring it within the requirements of law.
6. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

7. **Modification of Agreement.** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

8. **Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

9. **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

10. **Jurisdiction and Venue.** The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Orange County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Orange County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

11. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED BY THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY TO THIS AGREEMENT OF THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

12. **Attorney’s Fees for Disputes.** Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the duties imposed hereunder, the party prevailing in litigation shall be entitled, in addition to any other relief granted, to a reasonable sum for attorney’s fees and costs including such fees and costs on appeal.
13. **Expenses.** Each party shall bear its own costs in connection with this transaction, including, but not limited to, the fees of attorneys, accountants and other professional fees.

14. **ADVICE OF COUNSEL.** THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF PARAGRAPH 13 OF THIS SECTION WHICH CONCERNS THE WAIVER OF THE PARTIES’ RIGHT TO TRIAL BY JURY.

Each party to this agreement has caused it to be executed in Orlando, Orange County, Florida on the date indicated below.

By: [signature]
Date: 8-16-08

**Gutter King, LLC**

By: Keith A. Morris, Manager
Date: ______________


13. **Expenses.** Each party shall bear its own costs in connection with this transaction, including, but not limited to, the fees of attorneys, accountants and other professional fees.

14. **ADVICE OF COUNSEL.** THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF PARAGRAPH 13 OF THIS SECTION WHICH CONCERNS THE WAIVER OF THE PARTIES' RIGHT TO TRIAL BY JURY.

Each party to this agreement has caused it to be executed in Orlando, Orange County, Florida on the date indicated below.

[Signature]

By: [talent]
Date: 3/19/08

Gutter King, LLC

[Signature]

By: Keith A. Morris, Manager
Date: 3/19/08
13. Expenses. Each party shall bear its own costs in connection with this transaction, including, but not limited to, the fees of attorneys, accountants and other professional fees.

14. ADVICE OF COUNSEL. THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF PARAGRAPH 13 OF THIS SECTION WHICH CONCERNS THE WAIVER OF THE PARTIES' RIGHT TO TRIAL BY JURY.

Each party to this agreement has caused it to be executed in Orlando, Orange County, Florida on the date indicated below.

[Signature]
By: [Name]
Date: 3-18-08

Gutter King, LLC

By: Keith A. Morris, Manager
Date: 

12 215
13. **Expenses.** Each party shall bear its own costs in connection with this transaction, including, but not limited to, the fees of attorneys, accountants and other professional fees.

14. **ADVICE OF COUNSEL.** THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF PARAGRAPH 13 OF THIS SECTION WHICH CONCERNS THE WAIVER OF THE PARTIES’ RIGHT TO TRIAL BY JURY.

Each party to this agreement has caused it to be executed in Orlando, Orange County, Florida on the date indicated below.

Signed: [Signature]
By: [Name]
Date: 8-15-07

Gutter King, LLC

By: Keith A. Morris, Manager
Date: ___________________
13. **Expenses.** Each party shall bear its own costs in connection with this transaction, including, but not limited to, the fees of attorneys, accountants and other professional fees.

14. **ADVICE OF COUNSEL.** THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF PRAGRAPH 13 OF THIS SECTION WHICH CONCERNS THE WAIVER OF THE PARTIES' RIGHT TO TRIAL BY JURY.

Each party to this agreement has caused it to be executed in Orlando, Orange County, Florida on the date indicated below.

[Signature]

By: [Name]
Date: 05/06/08

Gutter King Film, LLC

[Signature]

By: Keith A. Morris, Manager
Date: 5-06-08
13. Expenses. Each party shall bear its own costs in connection with this transaction, including, but not limited to, the fees of attorneys, accountants and other professional fees.

14. ADVICE OF COUNSEL. THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF PARGRAPH 13 OF THIS SECTION WHICH CONCERNS THE WAIVER OF THE PARTIES’ RIGHT TO TRIAL BY JURY.

Each party to this agreement has caused it to be executed in Orlando, Orange County, Florida on the date indicated below.

By: [talent] RICARDO WILLIAMS
Date: 9-12-08

Gutter King, LLC

By: Keith A. Morris, Manager
Date: 3-17-08
13. **Expenses.** Each party shall bear its own costs in connection with this transaction, including, but not limited to, the fees of attorneys, accountants and other professional fees.

14. **ADVICE OF COUNSEL.** THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF PARAGRAPH 13 OF THIS SECTION WHICH CONCERNS THE WAIVER OF THE PARTIES’ RIGHT TO TRIAL BY JURY.

Each party to this agreement has caused it to be executed in Orlando, Orange County, Florida on the date indicated below.

\[Signature\]

By: [Name]
Date: 8/16/08

**Gutter King, LLC**

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By: Keith A. Morris, Manager
Date: 

13. **Expenses.** Each party shall bear its own costs in connection with this transaction, including, but not limited to, the fees of attorneys, accountants and other professional fees.

14. **ADVICE OF COUNSEL.** THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF PARAGRAPH 13 OF THIS SECTION WHICH CONCERNS THE WAIVER OF THE PARTIES’ RIGHT TO TRIAL BY JURY.

Each party to this agreement has caused it to be executed in Orlando, Orange County, Florida on the date indicated below.

By: [Signature]
Date: 8-15-08

Gutter King, LLC

By: Keith A. Morris, Manager
Date:

220
13. **Expenses.** Each party shall bear its own costs in connection with this transaction, including, but not limited to, the fees of attorneys, accountants and other professional fees.

14. **ADVICE OF COUNSEL.** THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF PRAGRAPH 13 OF THIS SECTION WHICH CONCERNS THE WAIVER OF THE PARTIES' RIGHT TO TRIAL BY JURY.

Each party to this agreement has caused it to be executed in Orlando, Orange County, Florida on the date indicated below.

By: [Signature]
Date: 8/15/08

Gutter King, LLC

By: Keith A. Morris, Manager
Date: 8-15-08
13. **Expenses.** Each party shall bear its own costs in connection with this transaction, including, but not limited to, the fees of attorneys, accountants and other professional fees.

14. **ADVICE OF COUNSEL.** THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF PARAGRAPH 13 OF THIS SECTION WHICH CONCERNS THE WAIVER OF THE PARTIES' RIGHT TO TRIAL BY JURY.

Each party to this agreement has caused it to be executed in Orlando, Orange County, Florida on the date indicated below.

\[\text{By: [signature]}\]
\[\text{Date: 8.15.08}\]

**Gutter King, LLC**

\[\text{By: Keith A. Morris, Manager}\]
\[\text{Date:}\]

\[\text{(Signature)}\]
13. **Expenses.** Each party shall bear its own costs in connection with this transaction, including, but not limited to, the fees of attorneys, accountants and other professional fees.

14. **ADVICE OF COUNSEL.** THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF PRAGRAPH 13 OF THIS SECTION WHICH CONCernS THE WAIVER OF THE PARTIES’ RIGHT TO TRIAL BY JURY.

Each party to this agreement has caused it to be executed in Orlando, Orange County, Florida on the date indicated below.

By: [signature]  
Date: 3/23/08

**Gutter King, LLC**

By: Keith A. Morris, Manager  
Date: 3/12/08
CONTRACTOR TRADE SECRET AND NONDISCLOSURE AGREEMENT
(Film Cast/Crew Only)

This agreement is entered into in Orlando, FL on this 12 day of January, 2008 by and Gutter King Group LLC, (hereinafter “Company”), and Gregory Kenrick an individual, (hereinafter Independent “Contractor”).

RECITALS
A. Company has agreed to engage

as an independent contractor of the Company.

B. As an integral part of the relationship to be created between Company and Contractor, Contractor will become privy to confidential information and trade secrets, as more fully defined below.

C. The dissemination by Contractor of any such confidential information and/or trade secrets, to third party persons not directly affiliated with Company, or to persons affiliated with Company who are not entitled to receive such information and/or trade secrets, is harmful and damaging to the interests of Company.

WHEREFORE, in consideration of the Recitals above, Contractor’s employment and the promises set forth below, Contractor agrees as follows:

Definitions:

Trade Secrets:
A trade secret is any information, process, or idea that is not generally known in the industry, that Company considers confidential. Examples of trade secrets include:

Computer program listings, source code, and object code.
All information relating to programs now existing or currently under development by company, including but not limited to flow charts, design statistics, specifications, evaluations, test results, and betatext results.
Scripts, treatments, projects in development.
Cast/crew and other parties affiliated with the production.
Visuals, outlines, drafts, and storyboards.
Distributor, Vendor and/or customer lists and records.
Programming techniques and development tools.
Management tools and problemsolving techniques.
Contractor understands that the above list is intended to be illustrative and that other trade secrets, which shall also be held confidential, may currently exist or arise in the future. In the event that Contractor is not sure whether certain information is trade secrets, contractor shall treat that information as confidential and a trade secret unless Contractor is informed by Company to the contrary. Contractor agrees to surrender to Company all notes, records, tapes, documentation that was used, created, or controlled by Contractor during employment upon termination of that employment. Also, subsequent to termination of employment, Contractor agrees to not use any trade secrets, learned or obtained by Contractor, while in Company’s employ.

Prohibited Persons:
Any person (i) not directly affiliated with Company who in the normal scope of such affiliation has access to, and the authority to access the Trade Secrets, (ii) the general public, and (iii) any persons or entities in competition with Company.

No Disclosure of Trade Secrets.
Contractor agrees not to disclose to any Prohibited Persons any Trade Secrets, directly or indirectly, and whether for compensation or no compensation, without the express written consent of Company. Any such written consent shall be strictly construed in its scope and interpretation against disclosure of Trade Secrets, shall be strictly construed in its scope to maximize the definition of Prohibited Persons, and shall be strictly construed in its scope to limit the amount of information which constitutes Trade Secrets.

Damages and Remedies.
Contractor acknowledges that a violation of the terms of this Agreement will cause damage and harm to Company, including but not limited to loss of competitive advantage, loss of revenue, increase in costs, and other harm not yet ascertainable to Company and to Contractor. Contractor acknowledges that any such damages set forth above will be difficult if not impossible to calculate in monetary terms, and will be irreparable to Company. Contractor agrees that in the event of a breach of this Agreement, Contractor will not oppose a request for equitable relief, including any affirmative temporary restraining order, with or without notice; any preliminary injunction; and/or a permanent order to enjoin any further violations of this Agreement, in addition to any prayer for monetary relief for damages suffered by Company. The Company may and will seek damages in the amount of two million ($2,000,000.00) dollars from divulging any secrets pertaining to the production of “Gutter King”.

Everything heard or seen is confidential.
Contractor agrees that upon written notice from Company declaring a breach of this Agreement, that Contractor shall immediately cease all further activities which are, or are claimed by Company to be, a breach of this Agreement.

Contractor agrees to notify Company in writing if Contractor has, or will in the immediate future, have business or other contact with any competitor of Company, including the name of such competitor, the name of the contact person of such competitor
which is in direct contact with Contractor, and a description of the actual or contemplated business activities which Contractor and such Competitor are engaged, or will be engaged in. Contractor herewith gives Company permission to contact such Competitor to give such Competitor notice of the terms of this Agreement, including giving such Competitor a copy of this Agreement.

Duration of this Agreement.
The length of time this Non disclosure Agreement is to remain in effect for a period of five years, or until released sooner, in writing by Company.

Additional Terms.
All notices to be given to Contractor shall be directed to the last known address of Contractor as shown in Contractors Personnel File.

Miscellaneous.
Governing Law. This Agreement shall be construed under the laws of the State of FL.

Successors and Assigns. This Agreement shall inure to the benefit of, and be held accountable against, all heirs, successors, and assigns to the parties hereto.

Severability. In the event any part of this Agreement is held to be void, voidable, or unenforceable for any reason whatsoever, the remainder of this Agreement not held void, voidable, or unenforceable by the court shall remain in full force and effect.

Counterparts. This Agreement may be executed in counterparts. If executed in counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

The parties have executed this Agreement on the date first written above.

Gutter King Group LLC

(Signature)

by: Gregory Kerrick

(Name) Gregory Kerrick (Federal tax ID #)

(Address) 1570 Northgate Circle Apt. D 100

(City) Orlando

(State) FL (Zip) 32705

(Email) mmhoines@ymail.com

(Telephone) (305) 479-9052
which is in direct contact with Contractor, and a description of the actual or contemplated business activities which Contractor and such Competitor are engaged, or will be engaged in. Contractor herewith gives Company permission to contact such Competitor to give such Competitor notice of the terms of this Agreement, including giving such Competitor a copy of this Agreement.

Duration of this Agreement.
The length of time this Nondisclosure Agreement is to remain in effect for a period of five years, or until released sooner, in writing by Company.

Additional Terms.
All notices to be given to Contractor shall be directed to the last known address of Contractor as shown in Contractors Personnel File.

Miscellaneous.
Governing Law. This Agreement shall be construed under the laws of the State of FL.

Successors and Assigns. This Agreement shall inure to the benefit of, and be held accountable against, all heirs, successors, and assigns to the parties hereto.

Severability. In the event any part of this Agreement is held to be void, voidable, or unenforceable for any reason whatsoever, the remainder of this Agreement not held void, voidable, or unenforceable by the court shall remain in full force and effect.

Counterparts. This Agreement may be executed in counterparts. If executed in counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

The parties have executed this Agreement on the date first written above.

Gutter King Group LLC

(Signature)

by: Derek Rowe

(Federal tax ID #)

(Address)
1994 Sir Lancelot Circa

(City) Orlando

(State) FL 

(Zip)

(Email)
r.o.e. derek@gmail.com

(Telephone)
LOCATION RELEASE

SERIES / PROGRAM TITLE: Gutter King

PRODUCTION DATE: 3/31/08

Permission is hereby granted to Gutter King Film, LLC to use the property located at 1625 Alden Road Orlando, FL 32803 consisting of Fight scene for the purpose of photographing and recording scenes for the above program produced by Gutter King Film, LLC.

Permission includes the right to bring personnel and equipment onto the property and to remove them after completion of the work. The permission herein granted shall include the right, but not the obligation, to photograph the actual name connected with the premises and to use such name in the program(s).

The undersigned hereby gives to Gutter King Film, LLC, its assigns, agents, licensees, affiliates, clients, principals, and representatives the absolute right and permission to copyright, use, exhibit, display, print, reproduce, televise, broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, any scenes containing the above described premises, all without inspection or further consent or approval by the undersigned of the finished product or of the use to which it may be applied.

Gutter King Film, LLC hereby agrees to hold the undersigned harmless of and free from any and all liability and loss which Gutter King Film, LLC, and/or its agents, may suffer for any reason, except that directly caused by the negligent acts or deliberate misconduct of the owner of the premises or its agents.

The undersigned hereby warrants and represents that the undersigned has full right and authority to solely enter into this agreement concerning the above described premises, and that the undersigned hereby indemnifies and holds Gutter King Film, LLC and/or its agents, harmless from and against any and all loss, liability, costs, damages or claims of any nature arising from, growing out of, or concerning the use of the above described premises except those directly caused by the negligent acts or deliberate misconduct of Gutter King Film, LLC or its agents.

By: ZOBAVKO MENDOZ
Signature of Authorized Property Representative
Date: 3/31/08
LOCATION RELEASE

SERIES / PROGRAM TITLE: Gutter King

PRODUCTION DATE: 3/29/08

Permission is hereby granted to Gutter King Film, LLC to use the property located at

1737 Baltimore Rd Orlando, FL 32810

consisting of Pool

for the purpose of photographing and recording scenes for the above program produced by Gutter King Film, LLC.

Permission includes the right to bring personnel and equipment onto the property and to remove them after completion of the work. The permission herein granted shall include the right, but not the obligation, to photograph the actual name connected with the premises and to use such name in the program(s).

The undersigned hereby gives to Gutter King Film, LLC, its assigns, agents, licensees, affiliates, clients, principals, and representatives the absolute right and permission to copyright, use, exhibit, display, print, reproduce, televise, broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, any scenes containing the above described premises, all without inspection or further consent or approval by the undersigned of the finished product or of the use to which it may be applied.

Gutter King Film, LLC hereby agrees to hold the undersigned harmless of and free from any and all liability and loss which Gutter King Film, LLC, and/or its agents, may suffer for any reason, except that directly caused by the negligent acts or deliberate misconduct of the owner of the premises or its agents.

The undersigned hereby warrants and represents that the undersigned has full right and authority to solely enter into this agreement concerning the above described premises, and that the undersigned hereby indemnifies and holds Gutter King Film, LLC and/or its agents, harmless from and against any and all loss, liability, costs, damages or claims of any nature arising from, growing out of, or concerning the use of the above described premises except those directly caused by the negligent acts or deliberate misconduct of Gutter King Film, LLC or its agents.

By: J. M.-Kena
Signature of Authorized Property Representative

Date: 29 Mar 08
LOCATION RELEASE

SERIES / PROGRAM TITLE: Gutter King

PRODUCTION DATE: 3-20-08

Permission is hereby granted to Gutter King Film, LLC to use the property located at

2300 Edgewater Dr, Orlando, 32804

consisting of

for the purpose of photographing and recording scenes for the above program produced by Gutter King Film, LLC.

Permission includes the right to bring personnel and equipment onto the property and to remove them after completion of the work. The permission herein granted shall include the right, but not the obligation, to photograph the actual name connected with the premises and to use such name in the program(s).

The undersigned hereby gives to Gutter King Film, LLC, its assigns, agents, licensees, affiliates, clients, principals, and representatives the absolute right and permission to copyright, use, exhibit, display, print, reproduce, televise, broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, any scenes containing the above described premises, all without inspection or further consent or approval by the undersigned of the finished product or of the use to which it may be applied.

Gutter King Film, LLC hereby agrees to hold the undersigned harmless of and free from any and all liability and loss which Gutter King Film, LLC, and/or its agents, may suffer for any reason, except that directly caused by the negligent acts or deliberate misconduct of the owner of the premises or its agents.

The undersigned hereby warrants and represents that the undersigned has full right and authority to solely enter into this agreement concerning the above described premises, and that the undersigned hereby indemnifies and holds Gutter King Film, LLC and/or its agents, harmless from and against any and all loss, liability, costs, damages or claims of any nature arising from, growing out of, or concerning the use of the above described premises except those directly caused by the negligent acts or deliberate misconduct of Gutter King Film, LLC or its agents.

By: __________________________
   Signature of Authorized Property Representative

Date: 3-20-08
LOCATION RELEASE

SERIES / PROGRAM TITLE: GUTTER KING

PRODUCTION DATE: 

Permission is hereby granted to Gutter King Film, LLC to use the property located at

6635 Edgewater Dr, Orlando, FL 32810

consisting of 

for the purpose of photographing and recording scenes for the above program produced by Gutter King Film, LLC.

Permission includes the right to bring personnel and equipment onto the property and to remove them after completion of the work. The permission herein granted shall include the right, but not the obligation, to photograph the actual name connected with the premises and to use such name in the program(s).

The undersigned hereby gives to Gutter King Film, LLC, its assigns, agents, licensees, affiliates, clients, principals, and representatives the absolute right and permission to copyright, use, exhibit, display, print, reproduce, televise, broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, any scenes containing the above described premises, all without inspection or further consent or approval by the undersigned of the finished product or of the use to which it may be applied.

Gutter King Film, LLC hereby agrees to hold the undersigned harmless of and free from any and all liability and loss which Gutter King Film, LLC, and/or its agents, may suffer for any reason, except that directly caused by the negligent acts or deliberate misconduct of the owner of the premises or its agents.

The undersigned hereby warrants and represents that the undersigned has full right and authority to solely enter into this agreement concerning the above described premises, and that the undersigned hereby indemnifies and holds Gutter King Film, LLC and/or its agents, harmless from and against any and all loss, liability, costs, damages or claims of any nature arising from, growing out of, or concerning the use of the above described premises except those directly caused by the negligent acts or deliberate misconduct of Gutter King Film, LLC or its agents.

By: ___________________________ Signature of Authorized Property Representative

Date: 08-14-2008
LOCATION RELEASE

SERIES / PROGRAM TITLE: "Gutter King" Film

PRODUCTION DATE: __________________________

Permission is hereby granted to Gutter King Film, LLC to use the property located at
25 Magnolia, Orlando, FL

consisting of Harp & Celt pub & alley

for the purpose of photographing and recording scenes for the above program produced by Gutter King Film, LLC.

Permission includes the right to bring personnel and equipment onto the property and to remove them after completion of the work. The permission herein granted shall include the right, but not the obligation, to photograph the actual name connected with the premises and to use such name in the program(s).

The undersigned hereby gives to Gutter King Film, LLC, its assigns, agents, licensees, affiliates, clients, principals, and representatives the absolute right and permission to copyright, use, exhibit, display, print, reproduce, televise, broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, any scenes containing the above described premises, all without inspection or further consent or approval by the undersigned of the finished product or of the use to which it may be applied.

Gutter King Film, LLC hereby agrees to hold the undersigned harmless of and free from any and all liability and loss which Gutter King Film, LLC, and/or its agents, may suffer for any reason, except that directly caused by the negligent acts or deliberate misconduct of the owner of the premises or its agents.

The undersigned hereby warrants and represents that the undersigned has full right and authority to solely enter into this agreement concerning the above described premises, and that the undersigned hereby indemnifies and holds Gutter King Film, LLC and/or its agents, harmless from and against any and all loss, liability, costs, damages or claims of any nature arising from, growing out of, or concerning the use of the above described premises except those directly caused by the negligent acts or deliberate misconduct of Gutter King Film, LLC or its agents.

By: Mark Buckley

Signature of Authorized Property Representative

Date: 7/19/08
LOCATION RELEASE

SERIES / PROGRAM TITLE: Gutter King

PRODUCTION DATE: 4/3/08

Permission is hereby granted to Gutter King Film, LLC to use the property located at

1033 N. Mills

consisting of Boxing

for the purpose of photographing and recording scenes for the above program produced by Gutter King Film, LLC.

Permission includes the right to bring personnel and equipment onto the property and to remove them after completion of the work. The permission herein granted shall include the right, but not the obligation, to photograph the actual name connected with the premises and to use such name in the program(s).

The undersigned hereby gives to Gutter King Film, LLC, its assigns, agents, licensees, affiliates, clients, principals, and representatives the absolute right and permission to copyright, use, exhibit, display, print, reproduce, televise, broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, any scenes containing the above described premises, all without inspection or further consent or approval by the undersigned of the finished product or of the use to which it may be applied.

Gutter King Film, LLC hereby agrees to hold the undersigned harmless of and free from any and all liability and loss which Gutter King Film, LLC, and/or its agents, may suffer for any reason, except that directly caused by the negligent acts or deliberate misconduct of the owner of the premises or its agents.

The undersigned hereby warrants and represents that the undersigned has full right and authority to solely enter into this agreement concerning the above described premises, and that the undersigned hereby indemnifies and holds Gutter King Film, LLC and/or its agents, harmless from and against any and all loss, liability, costs, damages or claims of any nature arising from, growing out of, or concerning the use of the above described premises except those directly caused by the negligent acts or deliberate misconduct of Gutter King Film, LLC or its agents.

By: Melissa Duncan

Signature of Authorized Property Representative

Date: 4/3-08
LOCATION RELEASE

SERIES / PROGRAM TITLE: Gutter King

PRODUCTION DATE: ____________________________

Permission is hereby granted to Gutter King Film, LLC, to use the property located at
6410 N. Orange Blossom Trail 32810 (Orlando)
consisting of Junkyard Saloon & Dungeon
for the purpose of photographing and recording scenes for the above program produced by
Gutter King Film, LLC.

Permission includes the right to bring personnel and equipment onto the property and to remove them after
completion of the work. The permission herein granted shall include the right, but not the obligation, to photograph
the actual name connected with the premises and to use such name in the program(s).

The undersigned hereby gives to Gutter King Film, LLC, its assigns, agents, licensees, affiliates, clients, principals,
and representatives the absolute right and permission to copyright, use, exhibit, display, print, reproduce, televise,
broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, any
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By: ________________________________
Signature of Authorized Property Representative

Date: ____________________________
July 22, 2008
GROUP RELEASE
FOR END CREDITS—GUTTER KING FILM LLC

2008
SIGN LEGIBLY

Steel Mill

Gentlemen:

I, the undersigned, hereby grant permission to Keith Alan Morris and GUTTER KING FILM LLC 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 film tentatively entitled Gutter King (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.

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NAME
(PLEASE WRITE LEGIBLY)
EDWARD RIVERA
Rafael Callao
Dominic Porreca
Jaime Eallego
Scott Dickinson
Daniel Ferez

ADDRESS
(USE 2 LINES IF NEEDED)
PO Box 90 Sanford FL 32770

SOC. SEC. #
(LEGIBLE) EMAIL

Rel #04
WORDING FOR MULTIPLE SIGNS

(To be placed in several clearly visible locations)

IN AN “AREA” DURING THE TAPING OR FILMING OF A SHOW:

PLEASE BE ADVISED THAT FILMING IS TAKING PLACE IN CONNECTION WITH THE PRODUCTION OF A FEATURE FILM TENTATIVELY ENTITLED "GUTTER KING". PEOPLE ENTERING THIS AREA MAY APPEAR IN THE PICTURE. BY ENTERING THIS AREA, YOU GRANT TO KEITH ALAN MORRIS/GUTTER KING LLC THE RIGHT TO FILM AND PHOTOGRAPH YOU AND RECORD YOUR VOICE AND TO USE YOUR VOICE AND LIKENESS IN CONNECTION WITH THE PICTURE AND THE DISTRIBUTION AND EXPLOITATION THEREOF, AND YOU RELEASE KEITH ALAN MORRIS/GUTTER KING LLC AND ITS LICENSEES FROM ALL LIABILITY IN CONNECTION THEREIN. YOU AGREE AND UNDERSTAND THAT FILMING WILL PROCEED IN RELIANCE UPON SUCH GRANT AND RELEASE.

KEITH ALAN MORRIS/GUTTER KING LLC DOES NOT ASSUME RESPONSIBILITY FOR ANY INJURY TO YOUR PERSON OR DAMAGE OR LOSS TO YOUR PROPERTY.

THE USE OF CAMERAS AND RECORDING EQUIPMENT IS PROHIBITED DUE TO UNION AND COPYRIGHT REGULATIONS.

SMOKING IS PROHIBITED IN THIS AREA . . . THANK YOU!
# ACORD CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER**

Tanenbaum Harber of Florida  
2900 SW 149th Avenue  
Miramar FL 33027-6605  
Phone: 954-883-2900  
Fax: 954-517-7400

**INSURERS AFFORDING COVERAGE**

- **INSURER A:** Redland Insurance Company  
- **INSURER B:** Praetorian Insurance Co

**COVERAGES**

The policies of insurance listed below have been issued to the named insured for the 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 the policies. Aggregate limits shown may have been reduced by paid claims.

<table>
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<tr>
<th>LTR INSUR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
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<td>MED EXP (Any one person) $1,000,000</td>
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<td>PERSONAL &amp; ADJ INJURY (Per occurrence) $1,000,000,000</td>
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<td>Empl Ben Excluded</td>
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<td>BODILY INJURY (Per person) $</td>
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<td>BODILY INJURY (Per accident) $</td>
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<td>PROPERTY DAMAGE (Per accident) $Included</td>
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<td>08/28/08</td>
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<td>ANY AUTO</td>
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<td></td>
<td></td>
<td>OTHER THAN AUTO ONLY $</td>
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<td><strong>A X</strong></td>
<td>EXCESS/UMBRELLA LIABILITY</td>
<td>R0002WC00000800</td>
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<td>AGGREGATE $</td>
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<td>RETENTION $</td>
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<tr>
<td><strong>A X</strong></td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>R0002WC00000800</td>
<td>08/28/07</td>
<td>08/28/08</td>
<td>WC STATutory $1000000</td>
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<td></td>
<td>ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED</td>
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<td></td>
<td></td>
<td>E L DISEASE - EA EMPLOYEE $1000000</td>
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<td>F u s. describe under SPECIAL PROVISIONS BELOW</td>
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<td></td>
<td>E L DISEASE - POLICY LIMIT $1000000</td>
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<tr>
<td><strong>B X</strong></td>
<td>Property Section</td>
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<td>08/28/07</td>
<td>08/28/08</td>
<td>Rented Eq $600,000</td>
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<td>deduct: $3,000</td>
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</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Certificate holder is hereby included as Additional Insured as respects any liability claim arising out of the negligence/operations of the named insured.

**CERTIFICATE HOLDER**

UFO-TECH  
804 West Smith St.  
Orlando FL 32804

**CANCELLATION**

UFO00TE1  
Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

ACORD 25 (2001/08) © ACORD CORPORATION 1988
GROUP RELEASE

Gentlemen:

I, the undersigned, hereby grant permission to Keith Alan Morris and GUTTIN KING LLC 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 film tentatively entitled Gutter King (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.

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<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>SOC. SEC. #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jason Clark</td>
<td>2585 Cypress Lane, Kissimmee, FL 34746</td>
<td></td>
</tr>
<tr>
<td>Benjamin Lesley</td>
<td>9214 B Sawyer Court, Kissimmee, FL 34746</td>
<td></td>
</tr>
<tr>
<td>Cody Parker</td>
<td>126 Cypresswood Circle, St. Cloud, FL 34770</td>
<td></td>
</tr>
<tr>
<td>Michael Boud</td>
<td>1624 Cypresswood Circle, St. Cloud, FL 34770</td>
<td></td>
</tr>
<tr>
<td>Jack Clark</td>
<td>4545 Cypresswood Cir., St. Cloud, FL 34770</td>
<td></td>
</tr>
<tr>
<td>Michael Boud</td>
<td>1624 Cypresswood Circle, St. Cloud, FL 34770</td>
<td></td>
</tr>
<tr>
<td>Jack Clark</td>
<td>4545 Cypresswood Cir., St. Cloud, FL 34770</td>
<td></td>
</tr>
<tr>
<td>Ben Lesley</td>
<td>791-4211</td>
<td></td>
</tr>
<tr>
<td>Cody Parker</td>
<td>791-276-7980</td>
<td></td>
</tr>
<tr>
<td>Jason Clark</td>
<td>804-7-922-8047 Nightbreds, <a href="mailto:504@Hotmail.com">504@Hotmail.com</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>407-674-8070 <a href="mailto:hybrid-ma@ymail.com">hybrid-ma@ymail.com</a></td>
<td></td>
</tr>
</tbody>
</table>

Rel #04
GROUP RELEASE

FOR END CREDITS-GUTTER KING FILM LLC

JUNKYARD

SIGN LEGIBLY

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NAME
(Please write legibly)

ADDRESS
(Use 2 lines if needed)

SOC. SEC. #
(legible email)

[Handwritten names and addresses]

Ref #04
GROUP RELEASE
FOR END CREDITS “GUTTER KING” FILM LLC

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<th>NAME</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Amber Knudsen</td>
<td>409 Arbor Cir, 34931</td>
<td>609 Bexley Rd, Maywood, IL 60153</td>
</tr>
<tr>
<td>Seth Westwood</td>
<td>6311 Summerville Dr, Lee, FL 33979</td>
<td>6311 Summerville Dr, Lee, FL 33979</td>
</tr>
<tr>
<td>Kristen Basset</td>
<td>2003 E. 17th St, #1, Ft. Lauderdale, FL 33301</td>
<td>30177 Sealing Dr, Lee, FL 33979</td>
</tr>
<tr>
<td>Andrew Luck</td>
<td>6311 Summerville Dr, Lee, FL 33979</td>
<td>30177 Sealing Dr, Lee, FL 33979</td>
</tr>
<tr>
<td>Tony Anderson</td>
<td>6311 Summerville Dr, Lee, FL 33979</td>
<td>30177 Sealing Dr, Lee, FL 33979</td>
</tr>
<tr>
<td>Alejandro &quot;Alv&quot; Perez</td>
<td>2703 SE Grand Dr, Fort Myers, FL 33911</td>
<td>2703 SE Grand Dr, Fort Myers, FL 33911</td>
</tr>
<tr>
<td>Nick Gibson</td>
<td>11640 University Blvd, Clearwater, FL 34625</td>
<td>11640 University Blvd, Clearwater, FL 34625</td>
</tr>
<tr>
<td>Mag &quot;Maggie&quot; Cook</td>
<td>6278 NW 1st Ave, Miami, FL 33197</td>
<td>6770 NW 1st Ave, Miami, FL 33197</td>
</tr>
<tr>
<td>Mitch Young</td>
<td>6770 NW 1st Ave, Miami, FL 33197</td>
<td>6770 NW 1st Ave, Miami, FL 33197</td>
</tr>
</tbody>
</table>

Ref #04
GROUP RELEASE
FOR END CREDITS—"GUTTER KING" FILM LLC

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<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>SOC. SEC. #</th>
<th>(LEGIBLE) EMAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tiffany Clark</td>
<td>601 Gray Squirrel Ct.</td>
<td></td>
<td>Alice Cooper</td>
</tr>
<tr>
<td></td>
<td>Apopka, FL 32712</td>
<td></td>
<td>@ AOL.COM</td>
</tr>
<tr>
<td>Meissen Wilson</td>
<td>1059 Knollwood Rd.</td>
<td></td>
<td>seenwilson@sb导通.com</td>
</tr>
</tbody>
</table>
GROUP RELEASE
FOR END CREDITS "GUTTER KING" FILM LLC

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NAME (PLEASE WRITE LEGIBLY)

ADDRESS (USE 2 LINES IF NEEDED)

SOC. SEC. # (LEGIBLE) EMAIL

Rel #04
GROUP RELEASE
FOR END CREDITS-"GUTTER KING" FILM LLC

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NAME (PLEASE WRITE LEGIBLY) ADDRESS (USE 2 LINES IF NEEDED) SOC. SEC. # (LEGIBLE EMAIL)
Ray C. Stanley 353 Seaside Court Olde, FL 34761 RayCStandley@yahoo.com
Darryl Bacon 500 Brookes Ct Park City, FL Jpichotwy@yahoo.com
Bob Snell 5900 Old Winter Rd, OR D.
Amanda D'Alessio 978 English Town Lane #304 MA
Jon Condekar 4101 Lake Forest Dr
Mitchell Cameron 933 Allred Dr OR
Jamie Salley 311 Beardsley Drive
David Hill 5528 South Co.

Rel #04

243
GROUP RELEASE

Gentlemen:

I, the undersigned, hereby grant permission to Keith Alan Morris and GUTTER KING LLC 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 film tentatively entitled Gutter King (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 station, network 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.

NAME: JOSPEH BAGHERI
ADDRESS: 837 TORNBUHL AVE, ALTAMONTE SPRINGS, FL 32701
SOC. SEC. #: 592-65-5541

Rel #04
GROUP RELEASE
FOR END CREDITS—GUTTER KING® FILM LLC

JULY 23, 2008
SIGN LEGIBLY

Gentlemen:

I, the undersigned, hereby grant permission to Keith Alan Morris and GUTTER KING® FILM LLC 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 film tentatively entitled Gutter King (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.

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<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>SOC. SEC. #</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>1350 MINNESOTA ST.</td>
<td>FFVU-8W3W-45</td>
</tr>
</tbody>
</table>
PERSONAL RELEASE
GUTTER KING PROMO FILMS

2008

I, the undersigned, hereby grant permission to KEITH ALAN MORRIS AND GUTTER KING LLC to tape, film and/or 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 feature film tentatively entitled GUTTER KING PROMO FILMS (the "Pictures") and the unlimited distribution, advertising, promotion, exhibition and exploitation of the feature film promotions 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.

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PRINT NAME / SIGNATURE / EMAIL

Andy Lanceau
Jenny Song
David Joy
Dolly
Linda Sharrow
Jeff Nazi
Jessica Nielson
Jeff
April Kennedy
Kate Peeke
Jack Groetke
Matt Groetke
Sallie Reiner

81 of 2
PERSONAL RELEASE

GUTTER KING PROMO FILMS

JANUARY 12, 2008

Gentlemen:

I, the undersigned, hereby grant permission to KEITH ALAN MORRIS AND GUTTER KING LLC to tape, film and/or 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 feature film promotions tentatively entitled GUTTER KING PROMOTIONAL FILMS (the “Promo Pictures”) and the unlimited distribution, advertising, promotion, exhibition and exploitation of the feature film promotions 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.

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I have read the foregoing and fully understand the meaning and effect thereof and, intending to be legally bound, I have signed this release.

Very truly yours,

(Signature)

Erica Ramirez

(Please print name)

1043 Horse Shoe Falls Dr. Orlando, FL 32828

(Address)

Cell: 321-438-4883

(Phone number)

Ernie Cell: 321-663-0800
PERSONAL RELEASE
GUTTER KING PROMO FILMS

JANUARY 12, 2008

Gentlemen:

I, the undersigned, hereby grant permission to KEITH ALAN MORRIS AND GUTTER KING LLC to tape, film and/or 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 feature film promotions tentatively entitled GUTTER KING PROMOTIONAL FILMS (the "Promo Pictures") and the unlimited distribution, advertising, promotion, exhibition and exploitation of the feature film promotions 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.

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I have read the foregoing and fully understand the meaning and effect thereof and, intending to be legally bound, I have signed this release.

Very truly yours,

BLAKE LOGAN
(Signature)

BLAKE LOGAN
(Please print name)

2224 KING RICHARDS CT

WINTER PARK, FL 32792
(Address)

251.767.4917
(Phone number)
PERSONAL RELEASE
GUTTER KING PROMO FILMS

2008

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Very truly yours,

[Signature]
Tom "Contender" McGarry
(Please print name)

9/1/01 Lakeview Blvd. N.W.
(Address)
407-295-5780
(Phone number)

Email
Typical-Maddi
(A) aim.com

(Also gauntlets)
Biker
PERSONAL RELEASE
GUTTER KING PROMO FILMS

2008

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I have read the foregoing and fully understand the meaning and effect thereof and, intending to be legally bound, I have signed this release.

Very truly yours,

(Signature)

Aurélie Lekeu
(Please print name)

Aurélie Lekeu@yahoo.com
(Address)

3500 Millpond Ct Orlando FL
(Phone number)
PERSONAL RELEASE
GUTTER KING FILMS

2008

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I have read the foregoing and fully understand the meaning and effect thereof and, intending to be legally bound, I have signed this release.

Very truly yours,

(Signature)

OWEN MILLER
(Please print name)

10872 NW 8 CT
PLANTATION, FL 33324
(Address)

954-661-5220
(Phone number)
PERSONAL RELEASE
GUTTER KING PROMO FILMS

2008

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Very truly yours,

[Signature]

Anthony Manalang

(Please print name)

[Address]

538 New England St

407-741-1102

(Phone number)

Mason's first victim

#02
GUTTEN KING FILM, LLC
OPERATING AGREEMENT

In accordance with Section 608.423, Florida Statutes, the undersigned Members of Gutter King Film, LLC hereby unanimously adopt this Agreement as the Operating Agreement of Gutter King Film, LLC on March 17, 2008 effective as of the filing of the Articles of Organization.

ARTICLE I
FORMATION AND OFFICES

1.1 Formation and Background. Pursuant to the Florida Limited Liability Company Act, a member or an authorized representative of the Members formed a Florida limited liability company effective upon the filing of the Articles of Organization of Gutter King Film, LLC ("Company") with the Florida Department of State on March 17, 2008. The Members shall execute an action to be executed all amendments of the Articles, and all filing, recording and other acts, as may be appropriate under the Act. All of the Members hereby

(a) Acknowledge the organization of the Company as a limited liability company under the Act by virtue of the Articles of Organization filed with the Florida Secretary of State effective March 17, 2008.

(b) Continue and agree to their status as a Member and their subscription for the respective Series Units and Percentage Interest, as those terms are defined herein, upon the terms and conditions set forth in this Agreement and as set forth on Exhibit A attached hereto.

(c) Continue and agree that the Company is organized to engage in the operation of a company to fund, produce, and distribute intellectual property including, but not limited to, films and motion pictures and related services and to engage in such other lawful activities as are reasonably necessary or useful to the furtherance of the foregoing purpose, upon and subject to the terms and conditions of this Agreement (the "Business").

(d) Continue and agree that the Company has all the power authorized or granted pursuant to Section 608.401, Florida Statutes, and specifically is granted the power and authority to make guarantees, contracts of guarantee or suretyship, in connection with indebtedness or obligations of any of the Managers and a principal of a Manager, relating directly or indirectly to the Company or the Business.

(e) Execute and adopt this Agreement under the provisions of Section 608.423 of the Act.

(f) Continue and agree that the Company will transact business under any name approved by the Managers.

1.2 Principal Office. The principal office of the Company will be located at 894 West South Street, Orlando, Florida 32804, in such other place as the Managers may determine from time to time.

1.3 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Florida will be Bryan Ketch, 2 South Orange Avenue, Suite 510, Orlando, Florida 32801.
1.4 Classes of Interest, Units, and Voting Rights. The Members own all of the issued and outstanding interests in the Company in accordance with Series Class A and Series Class B Interests. The total amount of Series Class A and Series Class B Interests equals one hundred percent (100%) of the total Interests of the Company. The holder of a Series Class A Interest shall also have Units. Only holders of Units have voting rights. Each Unit shall have one (1) vote for all matters which require a vote of the Company’s Members. Series Class B Interest have no Units and no voting rights. Units may be increased or decreased from time to time in accordance with the terms and conditions of this Agreement.

1.5 Definitions.

As used in this Agreement, accounting terms to the extent they are not defined in this Agreement, bear the respective meanings given to them under generally accepted accounting principles. Other terms, when defined, are attached hereto as Exhibit B.

ARTICLE II
CAPITALIZATION OF THE COMPANY

2.1 Initial Capital Contributions. Each Member shall make an initial contribution to the capital of the Company in an amount set forth opposite that Member’s name on the attached Exhibit A.

2.2 Additional Capital Contributions. No Member will be required to make any additional capital contribution except as otherwise provided in this Agreement or by law.

4.1 Form of Capital Contributions. The capital contributions by the Members to the Company may be in the form of cash, property, or services rendered and will be upon such terms as the Members negotiate.

4.2 Additional Capital Attributes. No interest is to be paid on any Capital contribution.

4.3 Withdrawal. No Member has the right to withdraw his capital contribution or to demand and receive property of the Company in any distribution in return for his capital contribution, except as may be specifically provided in this Agreement or required by law.

4.4 Negative Capital Account. Except as is specifically provided otherwise in this Agreement or in the Act, no Member will have any liability or obligation to restore a negative or deficit balance in his Member’s capital account.

2.5 Additional Capital.

4.1 In the event that at any time (at any time) funds are required by the Company in excess of the capital contributions shown on Exhibit A for or in respect of the operation of the Company or any of its obligations, expenses, costs, liabilities or expenditures (including, without limitation, the general operation of the foregoing, the cost of repairing or replacing Company property, interest and principal repayment or operating deficits, then either some or all Members may make loans to the Company with respect to those funds on commercially reasonable terms (“Member Loans”) or the Managers may arrange to secure third-party loans on commercially reasonable terms (the “Third-Party Loans”) to the Company. The Managers shall have reasonable discretion to determine in what extent subsequent advances, if any, to the Company shall be made by Member Loans or Third-Party Loans, but in no way shall the Managers guarantee the availability of such funds beyond assuming the responsibility for using reasonable efforts to obtain the same on commercially reasonable terms. In the event of Member Loans or Third-Party Loans, the Managers may allow one or more Members to make new pro-
Capital contributions for which such contributing Members will receive a guaranteed payment payable under separate written terms agreeable to the lending Member and the Company, in lieu of an increase in their Percentage Interest and Units.

All fees, costs and expenses paid or incurred for Third-Party Loans will be paid by the Company. Third-Party Loans may be secured by Company property.

If the Managers determine that it would not be commercially prudent to make Member Loans or to obtain Third Party Loans, then the Managers may require that are not obligated to consent, even if the Company will become insolvent or be placed in Bankruptcy because of the failure to do so, additional cash capital contributions to be made by the Members. In order to effectuate the obligation of a Member to make such additional Capital Contributions, the Managers so requesting shall give notice to each Member of (i) the total amount of additional Capital Contributions required, (ii) the reason the additional Capital Contributions are required, (iii) each Member's proportionate share of the total additional Capital Contributions determined in accordance with this Section 2.6, the "Requested Amount", and (iv) the date each Member's additional capital contribution is required which date shall be not less than ten (10) business days after the notice has been given. All unpaid additional Capital Contributions shall be immediately due to a Member, and the Company shall have any other Person's remedies as to a Member who has unpaid additional Capital Contributions shall be as provided in Section 2.6. A Member's share of additional Capital Contributions shall be equal to the product obtained by multiplying the total additional Capital Contributions set forth in the notice by the Member's Percentage Interest.

2.6 Failure to Pay Requested Amount.

1. Optional Remedies. If a Member fails to advance to the Company all of such Member's Requested Amount by the date required in the notice set pursuant to Section 2.6(c) (the "Defaulting Member"), any of the other Members (the "Nondefaulting Members"), shall have the right to either (i) withdraw the amount which it or they advanced; (ii) advance directly to the Company, the Deficiency as a demand, non-interest bearing loan to the Company, with a special preferred dividend to be paid before any other dividend at the Company of one hundred fifteen percent (115%) of the advance to be paid from any monies received by the company; or (iii) as the Managers agree.

2. Adjustment in Percentage Interests and Units. In the event each of the Nondefaulting Members elects to make a Capital Distribution of its Requested Amount and to advance to the Company for its or their own capital accounts the Deficiency (pro-rata according to their Percentage Interests and Units as provided in Section 2.6(d)), then, effective from the date of the making of such advances, and at the sole discretion of the Nondefaulting Members, the Interests shall be re-calculated as follows:

1. The Percentage Interests and Units at the Company shall be re-calculated to be proportionate to the total Capital Contributions made and not previously returned by the Members; OR

2. The Percentage Interests and Units of the Defaulting Members shall be reduced and the Percentage Interest and Units of the Nondefaulting Members shall be increased to properly reflect each party's proportionate contribution to the Company.

The Members acknowledge to one another that because of the difficulty in calculating the damages that may result from failure of a Member to make a Capital Contribution when required, the method of determination set forth in this Section permitting reductions of a Member's Percentage
Interests and Units and the basis of calculation for such reductions have been approved by the Members as fair and reasonable. Application of the formula pursuant to a reduction of a Member's Percentage Interest and Units shall not result in a reduction of a Member's Percentage Interest to below One Percent (1%). Any circumstances causing a Member to have only One Percentage Interest, shall result in the following: Said Member shall no longer have any Units in the Company, and no right to vote or participate in any decision requiring approval by the Members. The provisions of this Section shall be applicable each time that a Member shall fail to advance pursuant to this Section all or any portion of its Requested Amount.

ARTICLE III

ALLOCATIONS OF PROFITS AND LOSSES: DISTRIBUTIONS

3.1 Allocation of Net Profits. Except as otherwise provided in Section 3.6, for each taxable year of the Company and subject to the potential gross income allocation in computing Net Profits, Net Profits are to be allocated to the Members subject to the provisions of Section 3.3 below, in accordance with their Percentage Interests.

3.2 Allocation of Net Losses. Net Losses are to be allocated to the Members in proportion to their Percentage Interests; provided, however, that the amount of Net Losses so allocated shall not exceed the maximum amount of losses that can be so allocated without causing the holder of such interest to have an Adjusted Capital account Deficit at the end of the year. In some but not all cases, those Members who hold an interest would have an Adjusted Capital account Deficit as a consequence of an allocation of Net Losses pursuant to this Section, the limitation set forth herein shall be applied on an interest-by-interest basis so as to allocate the maximum permissible Net Losses to each interest under Section 704(b)(2)(B) of the Regulations.

3.3 Regulatory and Tax Allocations. Notwithstanding the provisions of Section 3.1 and Section 3.2, it is the intent of the Members that each Member's distributive share of Net Profits and Net Losses (or any thereof) shall be determined and allocated in accordance with this Agreement and shall be interpreted and applied to the fullest extent permitted to satisfy the requirements of the Treasury Regulations.

3.4 Distributions. The amount of Available Cash shall be determined by the unanimous decision of the Managers at least quarterly but distributions may be made on a more frequent basis. Except upon the dissolution and liquidation of the Company, the amount of Available Cash to be distributed to the Members shall be determined by the Managers acting unanimously. Hereafter, in the event there is Available Cash, the Company shall first distribute the lesser of (i) 35% of the then maximum marginal Federal income tax rate applicable to individuals, or (ii) the Net Profits for such quarter. Distributions shall be made within thirty (30) days after the close of each quarter. The Managers, acting unanimously, after making such quarterly distributions, may also make additional distributions of Available Cash to one or more Members. Notwithstanding the foregoing, no such distribution shall be made unless after such proposed distribution is made, the assets of the Company exceed all liabilities of the Company except liabilities to Members for their Capital contributions.

3.5 Other Distributions. Other than Available Cash distributions as described in this Article III, the Managers shall not distribute property of the Company without the unanimous vote of the Managers.

3.6 Allocations and Distributions Upon Dissolution and Liquidation. If the Capital accounts of the Members in the year of the Company’s dissolution and liquidation are not proportionate in balance, to the Members’ Percentage Interests, then Profits and Losses shall first be allocated in a
manner so as to restore the capital accounts to the same ratio as the Members' Percentage Interests and, if there are not sufficient Profits and Losses to accomplish such restoration, the Managers shall allocate and distribute Available Cash and property to effect such restoration. If, after all such allocations and distributions a Member has received, because of unequal distributions of Available Cash pursuant to Section 5.A, more than such Member would have received had all distributions of Available Cash been proportionate to the Percentage Interests of the Members at the times of such distributions, then such Member shall pay over to each other Member or Members an amount necessary to ensure that each Member has received the same dollar value without regard to tax benefits such Member would have received if all distributions of Available Cash had been proportionate to Percentage Interests.

ARTICLE IV
MEMBERS' MEETINGS

4.1 Meetings of Members: Place of Meetings. The annual meeting of the Members of the Company is to be held on the date and at the time and place that the Managers determine. If no annual meeting is held, by written notice or otherwise, a special meeting is to be held as soon as practicable, and any business transacted at that meeting will be as valid as if transacted or held at the annual meeting. Special meetings of the Members may be held for any purpose or purposes, unless otherwise prohibited by law or by the Articles, and may be called by any Member with Units. All meetings of the Members will be held at the principal offices of the Company as set forth in Subsection 1.B above, or at such other place as may be designated from time to time by the person or persons calling for the meeting and stated in the notice of the meeting or in any duly executed waiver of the notice thereof. However, unless the Managers unanimously agree no such meeting may be held at a location more than thirty (30) miles from where a Manager establishes his or her permanent residence.

4.2 Quorum: Voting Requirement. The presence, in person or by proxy, of a majority in interest constitutes a quorum for the transaction of business by the Members. The affirmative vote of a majority, whether present or in a written consent, constitutes a valid decision of the Members, except where a larger vote is required by the Act, the Articles or this Agreement.

4.3 Proxies. At any meeting of the Members, every Member, if they have Units, at that meeting will be entitled to vote in person or by proxy appointed by an instrument in writing signed by that Member and bearing a date not more than three (3) years prior to that meeting. Each Member will indemnify the Company for its reliance on an instrument appointing proxy.

4.4 Teleconferences. Any and all Members may participate in any Members' meeting by, or through, the use of teleconferences or any other means of communication by which all Members participating may simultaneously hear each other during the meeting, to the extent available. A Member so participating is deemed to be present in person at the meeting.

4.5 Secretary of Meeting. At any Members' meeting, the Managers have not previously appointed a secretary for the Company, the Managers, acting unanimously, shall appoint an individual to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting, and the minutes after review and approval by the Members, are to be placed in the minute books of the Company. A meeting may be recorded by means of an audio playback device and such audio shall be the minutes of the meeting unless and until reduced to writing.

4.6 Notice. Written notice stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, are to be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally or by mail or facsimile transmission, by or at the direction of the Managers calling the meeting, to each Member entitled to vote.
at that meeting unless an emergency meeting is needed in the reasonable determination of a Majority in Interest. Notice to Members, if mailed, will be deemed given as to any Member when deposited in the United States mail, addressed to the Member at the Member’s usual place of business or last known address, with postage prepaid. But if two successive letters mailed to the last known address of any Member are returned as undeliverable, no further notices to such Member will be necessary until another address is that Member is made known to the Company.

4.7 Waiver of Notice. When any notice is required to be given to any Member of the Company hereunder, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, will be equivalent to the giving of that notice. Attendance by a Member entitled to vote at a meeting, in person or by proxy, will constitute a waiver of notice of the meeting, except when the Member attends the meeting solely for the purpose of expressing an objection to consideration of a particular matter at the meeting that is not within the purpose of the meeting unless the Member objects to considering the matter when it is presented.

4.8 No Preemptive Rights. The Members do not have any preemptive right to acquire additional interests in the Company except as permitted in Article II.

ARTICLE V
MANAGEMENT AND CONTROL

5.1 Powers of the Managers. The Company shall be managed and controlled by the Managers, Morris Herzog, L.L.C. shall be the Manager of the Company at dissolution. In the event of the dissolution of Morris Herzog, L.L.C., Keith Alan Morris shall serve as Manager until his death or incapacity. In the event of the death or incapacity of one of the remaining Managers, the remaining Manager shall be able to act singularly to continue business in the ordinary course. However, for any distributions that are not in direct proportion to Membership Interest, a representative of the estate of the deceased or of the incapacitated party shall be required to consent to such distribution. The Managers acting unanimously shall be entitled to do anything lawful on behalf of the Company.

5.2 Officers. The Managers shall have the right to appoint officers of the Company to assist in conducting the affairs of the Company.

(a) The officers of the Company may consist of a president, one or more vice presidents, a treasurer, one or more assistant treasurers, a secretary, and one or more assistant secretaries. Any two or more officers may be held by the same person and the Managers may have untilled any office. Appointment of an officer or agent shall not of itself create contract rights between the Company and that officer or agent.

(b) If a president is appointed he she shall be the chief executive officer and may execute any deed, mortgage, bond, contract, or other instrument except where restricted by this Agreement or shall be required by law to be otherwise executed; and in general shall perform all duties incident to the office of president and any other duties prescribed by the Managers from time to time.

5.8 Best Efforts. Each Manager shall be required to devote so much of that Manager’s time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

ARTICLE VI
LIABILITY AND INDEMNIFICATION

6.1 Liability of Members and Managers.

(a) A Member will be personally liable only to make the payment of the Member's initial capital contribution. Any unpaid additional capital contribution shall be non-recourse obligations of such Member. No Member will be liable for any obligations of the Company; and

(b) No Manager will be liable for any obligations of the Company.

(c) One or more of the Managers (or principals of a Manager) may execute, now and in the future, a guaranty of indebtedness or other obligations or commitments of the Company. If a Manager (or principal of a Manager) is required to pay a Company obligation because of such guaranty, then such other Member who is a party to this Agreement is obligated to such Manager (or principal of such Manager) for such Member's pro rata part of the obligation that should have been paid with the Company assets but instead were paid by the Manager (or principal of a Manager) because of such guaranty, notwithstanding any release, discharge, or compromise of any other guaranty by the creditor thereof.

6.2 Indemnification: Specific Chargeback to Capital accounts and Capital contributions. The Members, Managers, Officers and their Affiliates and their respective stockholders, directors, officers, partners, agents, employees, heirs, and personal representatives (individually, an "Indemnitee") are to be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses including legal fees and expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of the fact that such Person is or was a Member, Manager, Officer or an Affiliate thereof, provided, however, that indemnification shall not be made to or on behalf of an Indemnitee: (i) a judgment in a suit by or in the right of the Company to procure a judgment in its favor or in a proceeding by or in the right of the Member or Manager to a violation of the Indemnitee by the Indemnitee of Section 108.4225 of the Act, but not limited to, a breach of the Indemnitee's duty of loyalty or duty of care to the Company and its Members; or (ii) a violation of the Indemnitee's duty of loyalty or duty of care to the Company and its Members; or (iii) an action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, will not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified in (i) through (iii). Any indemnification pursuant to this Article VI is to be made only out of the assets of the Company and no Officer, Manager, or Member shall have any personal liability on account thereof.

Notwithstanding the foregoing, no Member, Manager, Officer or any Affiliate of such person shall be entitled to indemnification from the Company for theft, embezzlement, willful violation of law of Company written policy and the Company is specifically authorized to seek recovery from any Manager or Member for its or his or her Affiliate who causes such harm to the Company. If the Company is unable to be fully compensated by the Person causing such harm to the Company, these Manager's or Members were did not cause such harm (and an Affiliate of a Member or a Manager is entitled to the Member or Manager for this purpose) may require that the Company offset such uncompensated damages.
including all costs associated therewith and the cost of recovery) against any amounts payable to the Person who (or whose Affiliates) caused such damage.

6.3 Expenses. Expenses (including reasonable legal fees) incurred by an Indemnitee in defending or investigating any actual or threatened claim, demand, action, suit or proceeding described in Subsection 6.2 will, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company with the understanding that the Indemnitee will repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI, provided, however, that the Company shall have the right to select counsel and to control the defense of such action, at its sole option.

6.4 Non-Exclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI will not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Articles, this Agreement, any other agreement, a unanimous vote of the Managers, a policy of insurance, or otherwise, and will not limit in any way any right that the Company may have to make additional indemnifications with respect to the same or different Persons or classes of Persons. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI will continue as to a Person who has ceased to be a Member and will inure to the benefit of the heirs, executors, administrators, successors, and assigns of such a Person.

6.5 Reliance. In discharging its duties, an Officer or a Manager, when acting in good faith, may rely upon information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by one or more Officers or employees of the Company whom the Officer or Manager reasonably believes to be reliable and competent in the matters presented, the counsel, public accountants, or other Persons as to matters that the Officer or Manager believes to be within the field of that Person's professional or expert competence, or to a committee upon which the person does not serve, duly designated according to law, as to matters within its designated authority, if the Officer or Manager reasonably believes that the committee is competent.

ARTICLE VII
TRANSFERABILITY OF AN INTEREST; PUT Rights; CERTIFICATES OF MEMBERSHIP INTEREST

7.1 Restrictions on Transfers of Interest.

(a) Notwithstanding any other provisions of this Agreement and this Article VII, no purported sale, exchange, transfer, assignment, pledge, hypothecation, bequest, will, intestate succession, inter vivos gift, or any other attempt to transfer or encumber an Interest (collectively "Transfer") may be made unless in the opinion of counsel for the Company:

1. That Transfer, when added to the total of all other Transfers of Interests within the preceding twelve (12) months, would not result in the Company being considered to have terminated within the meaning of any Internal Revenue Code provision, including IRC Section 708(b) unless the Company has received written advice from its tax advisor that such a termination will not have any substantial adverse tax impact on any Member,

2. That Transfer would not violate any federal securities laws or any state securities or "Blue Sky" laws (including any investor suitability standards) applicable to the Company or the Interest to be transferred;
That Transfer would not cause the Company to lose its status as a partnership for federal income tax purposes, and

(b) Any required opinion of counsel shall be delivered in writing to the Company prior to the date of the Transfer.

(c) In no event may any or any part of an interest be the subject of a Transfer to a minor or an incompetent, except in trust for the benefit of such minor or incompetent, or to a custodian under an applicable Uniform Transfers to Minors Act or other statute of similar purpose and effect.

(d) Notwithstanding anything to the contrary herein, a Member ("Selling Member") may Transfer all or any part of its Interest (the "Subject Interest") including the units held by each Member without any consent.

(1) A trust created primarily for the benefit of a Member or one or more Members of the Member's family, which type of trust will include, but not be limited to, a grantor retained annuity trust for any other type of trust that is created as a grantor trust for federal income tax purposes under Code Sections 651 through 660, created by a Member in which that Member or the Member's family retains an interest or;

(2) A corporation more than fifty percent (50%) of the stock in which, or other business entity in which more than fifty percent (50%) of the interests in each class of that business entity's profits, losses, and capital, are owned directly by a Member. (Transfers in such a business entity also will be subject to the execution by that Member of an agreement, in a form satisfactory to the Members, not to Transfer any of that Member's interests in such business entity to reduce his ownership interests below more than fifty percent (50%) and to disclose these restrictions to any evidence of ownership of such business entity (such as stock or partnership certificates). Any Transfer of an interest in such a business entity in violation of this provision or that agreement will cause the Subject Interest to cease to be an interest, and become an assignee of a limited liability company interest under the Act.

(3) Each Member will, upon request of the Selling Member, execute any certificates or other documents and perform any acts that the Selling Member deems appropriate, before, upon, or after Transfer of an interest by that Member. For purposes of this Article VII, any Transfer of an interest, whether voluntary or by operation of law, will be considered an assignment.

(4) Any purported Transfer of an interest that is not made in compliance with this Agreement is hereby declared to be null and void and of no force or effect whatsoever.

(5) Each Member agrees that it will, before a majority consents to a Transfer of an interest by that Member, if applicable, pay all reasonable expenses, including attorneys' fees, incurred by the Company in connection with that assignment.

(6) If a Transfer is approved and the transferee admitted as a new Member, the provisions of this Operating Agreement will continue to apply to that assignee with respect to all future Transfers.

7.2 Assignees.

(a) The Company will not recognize for any purpose any purported Transfer of an interest for any purpose unless the provisions of Section 7.1 have been complied with and there has been filed with the Company a dated notification of that transfer, in form satisfactory to the Members, executed and acknowledged by both the Selling Member and the purchaser, assignee, or transferee, and
that notification is deemed the acceptance by the purchaser, assignee, or transferee of all of the terms and provisions of, and the agreement to abide by, this Agreement and it represents that the transfer was made in accordance with this Agreement and all applicable laws and regulations. Any transfer will be recognized by the Company as effective on the date on which that notification is filed with the Company.

18. Unless and until an assignee of an interest becomes a Substituted Member, the assignee will not be entitled to vote or give consents with respect to that interest.

18. Any Member who assigns all of its interest will cease to be a Member, except that, unless and until a Substituted Member is admitted in its stead, the assigning Member will retain the statutory rights of the assignee of a limited liability company interest under the Act.

18. Notwithstanding anything to the contrary in this Agreement, both the Company and the Managers shall be entitled to treat the Selling Member of an interest as its absolute owner in all respects, and will incur no liability for distributions made in good faith to that Selling Member, until a written assignment that conforms to the requirements of this Article VII has been received by the Company and, if applicable, accepted by a Majority of Interest.

7.3 Substituted Members.

18. No Member will have the right to substitute a purchaser, assignee, transferee, donee, heir, legatee, distributee, or other recipient of any of that Member’s interest as a Member in its place in particular, but not limited to, any right of the Member to vote or consent.

7.4 Option to Purchase Interest. Except as provided in Section 7.3, in the event a Member of the Transferee of a Member described in Section 7.2 or 7.3 in either case, such person is included in the term “Selling Member”) desires to sell, assign, transfer or dispose of all or any part of the interest which he or she owns or hereafter acquires in the Company, and if that Member receives a bona fide offer to purchase his or her interest from a third party at, from a person other than a Member, then the Selling Member shall be required to make a written offer to sell his or her interest to the Company at the same price and upon the same terms and conditions as the interest was offered to the third party. If the Company elects to purchase such interest, the Company shall give the Selling Member written notice thereof within thirty (30) days of the receipt of the written offer from the Selling Member. If this offer is not accepted in full by the Company within three (30) days, the Selling Member shall make a similar offer in writing to the remaining Members of the Company, who shall have the right to purchase all, but not less than all, the remaining interest of the Selling Member offered for sale at the same price and upon the same terms and conditions as such interest has been offered to the third party. If there is more than one remaining Member, the portion of the interest to be purchased by such remaining Member shall be based upon each Member’s Pro Rata Part, excluding the interest then owned by the Selling Member. If any remaining Member does not desire to purchase his pro rata portion, the other remaining Members may purchase his pro rata portion, pro rata, based upon each Member’s Pro Rata Part, after the exercise of the preceding offers. If the offer to the remaining Members is not accepted in full within thirty (30) days of the receipt thereof, then the proceeding offer to the Company shall be null and void, and the Selling Member may sell such interest offered for sale to the third party within ninety (90) days thereafter, but only at the price and upon the same terms and conditions as such interest has been offered to the Company. No sale of such interest shall be effective, however, until the transfer of the interest is made in writing and executed by and subject to all the terms and conditions set forth in this Agreement. In the event the interest is not sold to the third party within the 90-day period, the limitations of this Section shall again apply to the interest owned by the Selling Member. The purchase price and the terms and conditions of sale contemplated under this Section shall be governed by Sections 8.1 through 8.10 hereof.
7.5 Additional Members. After the formation of the Company, any Person may become an additional Member ("Additional Member") of the Company for such consideration as the Managers unanimously decide, provided that such Additional Member (i) has executed an instrument accepting and adopting the terms and conditions of the Articles and this Agreement; and (ii) has executed any certificate or other document and performed any acts that the Manager deems appropriate. No Additional Member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Additional Member's Percentage Interest shall be determined by the Managers unanimous decision and such Additional Member.

7.6 Certificate of Membership Interest. Interests may be evidenced by certificates issued by the Company, provided that any such certificate shall carry a conspicuous legend noting the existence of the restrictions on transfer set forth in this Agreement without limitation, including those provided on page 1 of this Agreement and in this Article VII. Any such certificate shall set forth the Percentage Interest and the Units owned by the Member to whom such certificate is issued. Subject to the restrictions on transferability set forth in this Agreement, any such certificate shall be transferable or exchangeable only on presentation at the office of the Company, properly endorsed or accompanied by an instrument of transfer and executed by the Member or his or her authorized attorney, together with payment of any tax or governmental charge imposed upon the transfer of certificates. The Company shall replace any mutilated, lost, stolen or destroyed certificate on proper identification, indemnity satisfactory to the Company and payment of any charges incurred in the replacement. On a return of all or any portions of the capital of the Company contributed by a Member holding a certificate, the Member shall surrender the certificate or certificates for appropriate adjustment prior to the receipt of his or her capital contribution.

ARTICLE VIII
DEATH, DISABILITY OR BANKRUPTCY OF MEMBER

8.1 Generally. The death, disability or bankruptcy of a Member for the termination of the existence of a Member who is not an individual will not dissolve the Company, provided that the Company continues to have at least one (1) Member and all remaining Members agree to continue the business of the Company. Notwithstanding the foregoing, the remaining Members hereby agree to vote their interests in order to continue the business of the Company upon the occurrence of any of the aforementioned events. A deceased, disabled or bankrupt Individual Member or the Company hereinafter referred to as a "Former Member". If the occurrence of a Triggering Event would otherwise leave the Company with no remaining Member, the Company will be dissolved unless the Company waives its right to purchase the Former Member's interest pursuant to this Article VIII, and the Former Member's interest is transferred to a Substituted Member, as defined in Section 7.3, including the Former Member's spouse, estate, legal beneficiaries or other assigns. However, in the event that only two Members remain and a Substituted Member takes over a Members' Interest pursuant to this section, the remaining member shall have the right to (i) make all decisions on behalf of the Company; and (ii) purchase the Substituted Member's Interest for fair market value reasonably determined by an independent business appraiser. Furthermore, in the event possible the Company shall purchase and remain in force, life insurance to provide for such purchase.

8.2 Company's Option. Upon the occurrence of a Triggering Event, the Company will have the first option to purchase the interest of the Former Member by giving notice thereof within one hundred twenty (120) days following the occurrence of the Triggering Event. If the Company elects to give such notice within one hundred twenty (120) days the purchase and sale obligation accrues one hundred seventy-five (175) days after such Triggering Event. After the Company has given notice of its election and prior to the date upon which the purchase and sale obligation accrues, the parties are to take
all steps necessary to determine the price and terms of such purchase and sale obligation as provided below.

8.5 Remaining Members' Option. If the Company does not exercise its first option to purchase the Interest of a Former Member within one hundred twenty (120) days as provided above, or thirty (30) days thereafter; that is, between the one hundred twenty-first and one hundred fiftieth days after the Triggering Event, the remaining Member(s) (first to Series Class A Members) will have an option to purchase such interest. Between such one hundred twenty-first and one hundred fiftieth days, the remaining Member(s) may notify the Former Member and all other Members in writing of their desires to purchase a portion of the Former Member's Interest. The failure of any Member to submit a notice within the applicable period constitutes an election on the part of that remaining Member not to purchase any of the Former Member's Interest. Each remaining Member will be entitled to purchase a portion of the Former Member's Interest based on the remaining Member's Pro Rata Part on the day after the Triggering Event.

8.4 Lapse. If the Company or the remaining Members fail to purchase the entire interest of the Former Member, the same will pass by operation of law to any assignee or will remain in the hands of the Former Member or his or her estate. Notwithstanding this provision, any recipient hereunder shall be subject to the transfer restrictions set forth in this Agreement. In the event of such a lapse, the person, persons, or entity taking the Former Member's Interest shall be a Member with all rights of the Former Member under this Agreement.

8.5 Purchase Price. Unless otherwise provided in this Agreement, for any purchase under Article VI or this Article VIII, the purchase price will be paid in the event the Company elects to purchase the interest of a Selling Member upon a bona fide offer to purchase the interest by a Person, the purchase price is calculated in a written agreement to purchase the Interest (the Selling Member shall provide a copy of such agreement to each Person entitled to receive an offer from the Selling Member under this Agreement), and (b) in the event of death, Disability, or Bankruptcy, the fair market value of the Interest. The fair market value of the Interest shall be determined in accordance with an independent business appraisal.

8.6 Closing. The purchase and sale obligation for all purposes under this Article VIII shall occur on the later of (i) the date of the Company's approval of the transfer, or (ii) one hundred seventy-five (175) days after the Triggering Event (the "Closing"). In the event the calculations are not completed within that period, the Closing may be delayed until the calculations are completed and the purchase price for the Former Member's Interest is determined. In the event the Closing is delayed more than thirty (30) days beyond the last date it should have occurred under this Section 8.8, the purchase price shall be paid to the seller on the amount of the purchase price, at the rate described in Section 8.9, from the date the Closing should have occurred until the actual date of the Closing. If a Closing cannot take place because lender or buyer consent cannot be obtained, then in the case of death or disability only, the Former Member will be the Requesting Member.

8.7 Payment Terms. Notwithstanding any other provision of this Agreement, if the Subject Interest is purchased because of death, disability, or Bankruptcy, the purchase price shall be paid by the Company or the remaining Member(s), as the case may be, either: (i) twenty percent (20%) of the purchase price paid at the Closing and the balance in sixty (60) equal monthly installments of principal together with interest, commencing to accrue from the date of Closing, at the prime rate published in the Wall Street Journal for the last business day immediately preceding the date of Closing (the "Prime Rate") to fully amortize such purchase price over such sixty (60) equal payments, with the first payment being due and payable on the first day of the first month after the Closing, or (ii) in full, without interest, at the Closing, as the Company and or the remaining Member(s), as the case may be, may elect in their sole discretion. Notwithstanding anything to the contrary hereina, in the event that the Company collects
insurance because of one of the foregoing events to fund such a purchase, the purchase price shall be paid in full immediately upon receipt of such insurance proceeds.

8.8 Closing Procedures. Closing of any sale transaction under this Article VIII will occur on the date the purchase and sale obligation is to become effective, or the next business day if the same shall fall on a weekend or holiday. At the closing, promissory notes evidencing the payment obligations are to be delivered by the purchasers, and an assignment agreement or certificates, if any, duly endorsed, are to be delivered by the former Member or the representatives of the Former Member.

ARTICLE IX
Dissolution and Termination

9.1 Events Causing Dissolution. Except as otherwise agreed upon in this Agreement, the Company will be dissolved upon the first to occur of the following events:

(a) The unanimous vote of the Managers to dissolve.
(b) Upon the death, bankruptcy, or dissolution of a Member or upon the occurrence of any other event which terminates the continued membership of a Member in the Company, unless the business of the Company is continued by the consent of all the remaining Members under Article VIII above, and

(c) Any other event causing a dissolution of the Company under the provisions of the Act.

9.2 Cash Distributions Upon Dissolution.

(i) Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 9.1, the Manager shall proceed to liquidate the Company and the liquidation proceeds will be applied and distributed in the following order of priority:

(1) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (other than any loans or advances that may have been made by any of the Members to the Company) and the expenses of liquidation.

(2) Second, to the establishment of any reserve that the Members may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. This reserve may be paid over by the Company to any attorney at law, or other party acceptable to all the Members with Units, as escrow agent to be held for disbursement in payment of any of the aforementioned liabilities and, at the expiration of such period as is deemed advisable by the escrow agent for the Company, for distribution of the balance, in the manner hereafter provided in this Article IX.

(2) Third, to the repayment of any loans or advances that may have been made by the Members to the Company, but if the amount available for such repayment is insufficient, then pro rata on account thereof.

(4) Fourth, in the manner set forth in Section 9.6 until the circumstances described therein are satisfied:


Finally, if any amount remains to be distributed for any reason to the Members, in proportion to their Percentage Interests.

ARTICLE X

MISCELLANEOUS

10.1 Bank Accounts. All funds of the Company are to be deposited in a separate bank, money market or similar account(s) approved by the Managers and in the Company's name. Withdrawals therefrom may be made only by Persons authorized to do so by the Managers.

10.2 Title to Assets. Title to the assets acquired by the Company will be held in the name of the Company.

10.3 Complete Agreement. This Agreement and the Articles constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Articles replace and supersede all prior agreements by and among the Members, or any of them as with respect to its subject matter.

10.4 Terms. Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person or Persons, Firm, or corporation may in the context require. Any reference to the Code or other statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

10.5 Nature of Interest in the Company. A Member's interest is considered personal property for all purposes.

10.6 Waiver of Default. No consent or waiver, express or implied, by the Company, a Manager, or a Member with respect to any breach or default by another Member hereunder shall be deemed or construed to be a consent or waiver with respect to any other breach or default by such Member of the same provision or any other provision of this Agreement. Failure on the part of the Company, a Manager, or a Member to complain of any act or failure to act of another Member or to declare such other Member in default shall not be deemed or construed a waiver by the Company or the Member of any rights hereunder.

10.7 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement may not be altered, modified or changed except by a written document duly executed by a Majority in Interest at the time of such alteration, modification or change.

10.8 Amendment of Articles of Organization. Except as otherwise provided in the Act or these Agreement, the Articles of Organization of the Company may not be altered, modified or changed except by a written document duly executed by all of the Members at the time of such alteration, modification or change.

10.9 No Third Party Rights. None of the provisions contained in this Agreement is for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as provided above, notwithstanding any interest in the Agreement or in any party to this Agreement held by any other Person.

10.10 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable in any extent, the legality, validity and enforceability of the remainder of this Agreement
will not be affected thereby and will remain in full force and effect and will be enforced to the greatest extent permitted by law.

10.11 Binding Agreement. Subject to the restrictions on the disposition of Interests herein contained, the provisions of this Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.12 Headings. The headings of the Articles and sections of this Agreement are for convenience only and are not to be considered in construing or interpreting any of the terms or provisions hereof.

10.15 Interpretation. Except as otherwise provided herein, to the extent provisions or terms of this Agreement are subject to varying interpretations or constructions, the parties intend that such provisions and terms be interpreted consistent and in accordance with any similar provisions and terms set forth in Chapter 68A, Florida Statutes, Chapter 617, Florida Statutes, or Chapter 620, Florida Statutes, as the case may be, and successor laws.

10.14 Governing Law. The relationship between the parties including all disputes and claims under this Agreement shall be interpreted, enforced and construed in accordance with the laws of the State of Florida without giving effect to its conflicts of law provisions.

10.15 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed original but all of which shall constitute one and the same instrument. Any proof of execution, however, will require production of only one copy signed by the party to be charged.

10.16 Additional Documents and Acts. Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

10.17 References to this Agreement. Numbered or lettered articles, sections and sub-sections herein contained refer to articles, sections, and sub-sections of this Agreement unless otherwise expressly stated.

10.18 Notices. Any notice to be given or to be served upon the Company or any party hereto in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered at the address specified by the party to receive the notice. These notices will be given to a Member at the address specified in Exhibit A hereto. Any Member or the Company may, at any time by giving the legal time prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

10.19 Dispute Resolution. In the case of any dispute between the parties which has not been resolved through negotiation between the parties, such dispute shall be settled and determined through arbitration in accordance with the Rules of Commercial Arbitration of the American Arbitration Association ("AAA"). Any arbitration pursuant to these Regulations shall be held in Orlando, Florida and shall be conducted by a single arbitrator to be selected by the parties. In the event that the parties fail to agree on a single arbitrator within thirty (30) days after receipt of the request, the American Arbitration Association shall have the right to select an arbitrator from any party who is a member of the American Arbitration Association. The decision of the arbitrator so selected shall be binding, final and conclusive on the parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The fees and expenses of arbitration shall be paid equally by the parties. The prevailing party in any arbitration shall recover its expenses and costs, including reasonable attorney's fees and expenses from the other party.
The undersigned have caused this Agreement to be duly executed effective as of the date first written above.

Morris Herzog, L.L.C. member

By Keith Alan Morris, member

AND

Brian Z. S. Herzog, member
EXHIBIT A TO OPERATING AGREEMENT OF  
Gutter King Films, LLC

SERIES CLASS A INTERESTS

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SERIES CLASS B INTERESTS

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<th>Member Name</th>
<th>Address</th>
<th>Anticipated Contribution</th>
<th>Units</th>
<th>Percentage Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morris Herzog, LLC</td>
<td>804 W. Smith Street, Orlando, Florida, 32804</td>
<td></td>
<td></td>
<td>50%</td>
</tr>
</tbody>
</table>

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EXHIBIT TO OPERATING AGREEMENT OF
Gutter King Film, LLC

DEFINITIONS

As used in this Agreement, the following terms have the following meanings, unless the context otherwise specifies:

"Act" means the Florida Limited Liability Company Act, as amended from time to time.

"Affiliate" means (i) any Person directly or indirectly controlling, controlled by, or under common control with another Person, (ii) any Person owning or controlling 10% or more of the outstanding voting securities of such other Person, (iii) any officer, director or partner of such Person, and (iv) if such other Person is a limited liability company, any company for which such Person acts in any such capacity.

"Available Cash" means the aggregate amount of cash on hand at any bank, money market or similar accounts of the Company at any time, derived from any source other than capital contributions and which the Managers, acting unanimously, determine is available for distribution to the Members after taking into account any amount maintained as reserves, as deemed appropriate by the Managers, acting unanimously.

"Deficiency" means the amount due from the Defunct Member as defined in Section 2.6.

"Interest" refers to all of a Member's rights and interests, including the Units, if any, in the Company in that Member's capacity as a Member, all as provided in the Articles, this Agreement and the Act, and includes where relevant any partner thereof such as a Percentage Interest.

"Members" means those Persons executing this Agreement as members of the Company, directly or through an attorney in fact, including any Substitute Members or Additional Members, at such Person's capacity as a member of the Company.

"Percentage Interest," with respect to a Member, means the percentage interest in the Series appertaining thereto as set forth opposite that Member's name on Exhibit "A".

"Person" means any individual, partnership, limited liability company, corporation, cooperative, trust or other entity.

"Series Class A Interest" refers to all of a Member's rights and interests in the Company in that Member's capacity as a Member, all as provided in the Articles, this Operating Agreement and the Act. A holder of a Series Class A Interest shall also have Units.

"Series Class B Interest" refers to all of a Member's rights and interests in the Company in that Member's capacity as a Member, all as provided in the Articles, this Operating Agreement and the Act. A holder of only a Series Class B Interest has no Units and has no voting rights in the Company.

"Units," with respect to a Member, means the units in the Series appertaining thereto as set forth opposite that Member's name on Exhibit "A".