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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
Orlando, Florida

Fall Term
2008

Major Professor: Robert Jones

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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 in 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 a 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.



Figure 6. BeBe (Erica Ramirez) and Will (Zeb Halsell) compare scars and discuss Paul. (Scene 43)



Figure 7. Will (Zeb Hallsell) feels out BeBe before the big final fight. (Scene 54)



Figure 8. BeBe discovers Will has been fighting for money to give to her. (Scene 64)



Figure 9. Bob (Casey Clark) stumbles drunk down the street. (Scene 61)



Figure 10. Bob (Casey Clark) sees something in the window. (Scene 61)



Figure 11. Will (Zeb Halsell) stares at BeBe's abandoned house from his bedroom window. (Scene 61)



Figure 12. Bob (Casey Clark) comes to grips with what he's done. (Scene 61)



Figure 13. Will (Zeb Halsell) is alone. (Scene 61)

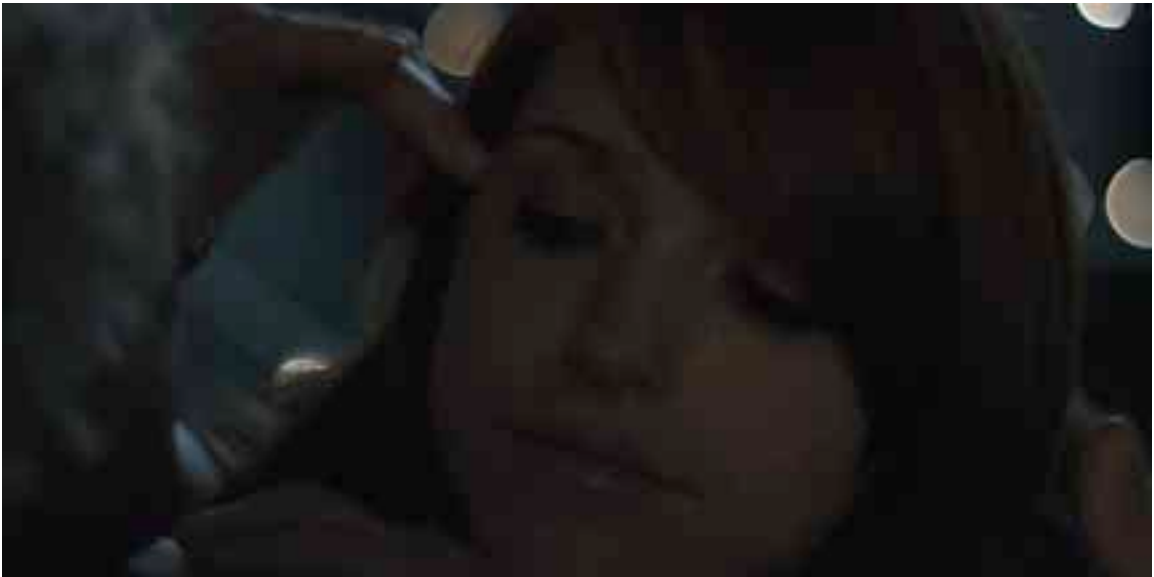


Figure 14. BeBe (Erica Ramirez) and Will (Zeb Halsell) share a moment in the hammock. (Scene 45)



Figure 15. Will (Zeb Halsell) watches traffic in the final shot of the movie. (Scene 65)



Figure 16. BeBe admits to Will (Zeb Halsell) that her mom is addicted to gambling. (Scene 58)



Figure 17. BeBe (Erica Ramirez) approaches the diving board. (Scene 16)



Figure 18. Paul (Blake Logan) tempts Will in the Orange Cycle parking lot. (Scene 36)



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

1 BLACK

1

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

2 EXT. PLAYGROUND - DAY.

2

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)

2 CONTINUED:

WILL (V.O.) (CONT'D)

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.

CONTINUOUS:

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.

CONTINUOUS:

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.

CONTINUOUS:

EXT. PLAYGROUND - DAY.

Will smiles a bloody smile.

CONTINUOUS:

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.

CONTINUOUS:

EXT. PLAYGROUND - DAY.

Joe Pengalo continues punching Will.

JOE PENGALO

Stay down!

Will is a little groggier, 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)

AAAHH! 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)

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:

3 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)

(CONTINUED)

3 CONTINUED: (2)

BOB (CONT'D)

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.

(CONTINUED)

3 CONTINUED: (3)

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:

4 INT. BOB'S TRUCK - DAY.

4

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.

(CONTINUED)

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.

(CONTINUED)

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.

(CONTINUED)

4 CONTINUED: (3)

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.

(CONTINUED)

4 CONTINUED: (4)

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.

5

They drive past the sparkling downtown...

(CONTINUED)

5 CONTINUED:

BOB
That's where daddy works!

TRANSITION TO:

6 EXT. COLLEGE PARK - DAY.

6

...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:

7 EXT. O'ROURKE HOME - DAY.

7

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 offscreen, 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.

7 CONTINUED: (2)

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:

8 INT. BOB'S HOME OFFICE - NIGHT. 8

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:

9 INT. PAUL'S ROOM - NIGHT. 9

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)

9 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)

(CONTINUED)

9 CONTINUED: (2)

WILL (CONT'D)

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:

10 EXT. COLLEGE PARK - NIGHT.

10

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:

11 INT. BOB'S OFFICE - DAY.

11

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:

12 INT. O'ROURKE HOME - DAY.

12

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:

13 EXT. O'ROURKE BACKYARD - DAY.

13

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 it's 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.

CUT TO:

14 EXT. O'ROURKE FRONT YARD - DAY. 14

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:

15 EXT. COLLEGE PARK - DAY. 15

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

CUT TO:

16 EXT. COLLEGE PARK POOL - DAY. 16

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:

17 EXT. O'ROURKE HOME - DAY. 17

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:

18 EXT. PHONE STORE - LATE DAY.

18

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:

19 EXT. O'ROURKE BACKYARD - LATE DAY.

19

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)

(CONTINUED)

BOB (CONT'D)

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?

(CONTINUED)

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.

(CONTINUED)

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:

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:

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.

(CONTINUED)

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:

22 EXT. O'ROURKE HOME - MORNING.

22

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...

(CONTINUED)

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:

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?

(CONTINUED)

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:

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 waaaaaaay 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:

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)

25 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:

26 EXT. COLLEGE PARK - DAY.

26

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.

(CONTINUED)

26 CONTINUED:

BEBE (CONT'D)

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.

BEBE (CONT'D)

Hey, wait for me!

CUT TO:

27 EXT. O'ROURKE HOUSE FRONT YARD - DAY.

27

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.

CUT TO:

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

BEBE

My name's BeBe. What's yours?

WILL

Will.

BEBE

Are you the gardener?

WILL

(shakes head)

No. I...live here now.

BEBE

And Paul doesn't want you around.

(beat)

I get it. Don't worry. He's a freak.

(beat)

(MORE)

(CONTINUED)

27 CONTINUED:

27

BEBE (CONT'D)

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:

28 EXT. O'ROURKE BACKYARD - DAY.

28

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. 29

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. 30

A note is waiting on Paul's pillow.

NOTE:

"I know you did it."

Paul grimaces.

CUT TO:

31 EXT. O'ROURKE HOME - AFTERNOON. 31

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)

31 CONTINUED:

31

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:

32 EXT. PUBLIX GROCERY - SUNSET.

32

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)

(CONTINUED)

32 CONTINUED:

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)

32 CONTINUED: (2)

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.

(CONTINUED)

32 CONTINUED: (3)

32

BOB (CONT'D)
I'll get it tomorrow.

WILL
I'll get it tomorrow.

CUT TO:

33 INT. PAUL'S ROOM - NIGHT.

33

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:

34 EXT. O'ROURKE HOME FRONT YARD - DAY.

34

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.

(CONTINUED)

34 CONTINUED:

34

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:

35 INT. HALLWAY - DAY.

35

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:

36 BLACK.

36

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)

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!

(CONTINUED)

CONTINUED: (2)

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.

(CONTINUED)

CONTINUED: (3)

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?

(CONTINUED)

CONTINUED: (4)

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.

(CONTINUED)

CONTINUED:

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:

37 EXT. WILL'S ROOM - NIGHT.

37

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.

(CONTINUED)

CONTINUED: (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:

38 EXT. O'ROURKE BACKYARD - MORNING.

38

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 alot 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:

39 EXT. O'ROURKE GARAGE - DAY.

39

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.

(CONTINUED)

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.

(CONTINUED)

CONTINUED: (2)

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:

40 INT. WILL'S ROOM - DAY.

40

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)

40 CONTINUED:

40

He grimaces in pain. His face is bleeding badly.

CUT TO:

41 EXT. O'ROURKE HOME - DAY.

41

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:

42 EXT. O'ROURKE BACKYARD - DAY.

42

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.

(CONTINUED)

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?

(CONTINUED)

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:

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.

CUT TO:

44 INT. O'ROURKE HOME - SUNSET. 44

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

CUT TO:

45 INT. WILL'S ROOM - NIGHT. 45

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.

(CONTINUED)

BEBE

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:

46 INT. WILL'S ROOM - NIGHT.

46

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 large playground. Braces. Punches. A crowd of kids laughing.

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

(CONTINUED)

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:

47 INT. PAUL'S ROOM - MORNING.

47

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:

48 EXT. COLLEGE PARK - DAY.

48

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:

49 EXT. MILLS GYM - LATE DAY.

49

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' patty cake?
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)

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.

50

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)

50 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. 51

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. 52

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:

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:

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:

55 INT. O'ROURKE HOME - SUNSET.

55

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:

56 EXT. O'ROURKE BACKYARD - NIGHT.

56

Will is setting the sprinkler. Paul is sitting on the back steps smoking. He turns it on, soaking a frustrated Will.

(CONTINUED)

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:

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.

(CONTINUED)

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:

58 EXT. O'ROURKE HOME - NIGHT.

58

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.

(CONTINUED)

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:

59 INT. BOB'S TRUCK - DAY.

59

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.

(CONTINUED)

59 CONTINUED:

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:

60 EXT. MILLS GYM - DAY.

60

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?

(CONTINUED)

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)

CONTINUED:

JULIAN

You're gonna get murdered, kid.
Get outta here.

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)

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:

61 INT. WILL'S ROOM - DAY.

61

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.

(CONTINUED)

CONTINUED:

WILL (V.O.)

He got a car and is gone alot, but
still makes time to hate me.

CONTINUOUS:

62 EXT. RUGBY FIELD - DAY.

62

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:

63 EXT. O'ROURKE BACKYARD - DAY.

63

...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:

64 EXT. O'ROURKE HOME - NIGHT.

64

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)

CONTINUED:

END DREAM SEQUENCE

Will is alone on the grass driveway.

He hangs his head.

CUT TO:

65

EXT. LONELY ROAD - DAY.

65

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.

67

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

EP Budgeting
Budget Title :

QUITTER KING

Script Dated : 9/16/07
Budget Draft Dated : 12/16/07
Production # : 1
Start Date : March 15, 2008
Finish Date : April 6, 2008
Total Days : 21
Post Weeks : 8
Holidays : 0
Travel Days : 0

Producer : MORRIS
Director : MORRIS
Location : ORLANDO
Prepared By : MORRIS

Acct No	Category Description	Page	Total
1100	STORY RIGHTS & DEVELOPMENT	1	0
1200	PRODUCERS UNIT	1	0
1300	DIRECTOR	1	0
1400	CAST	2	1,500
1500	STUNT UNIT	2	IN KIND 0
Total Above-The-Line			1500
2000	PRODUCTION STAFF	3	500
2100	EXTRA TALENT	3	IN KIND 0
2200	SET DESIGN	4	1,500
2300	SET CONSTRUCTION	4	IN KIND 0
2400	SET STRIKING	4	0
2500	SET OPERATIONS	5	0
2600	LIGHTING	5	0
2700	CAMERA	6	0
2800	SET DRESSING	6	0
2900	PROPERTY	6	0
3000	WARDROBE	7	500
3100	HAKEUP & HAIRDRESSING	7	500
3200	PRODUCTION SOUND	8	IN KIND 0
3300	SPECIAL EFFECTS	8	0
3400	PICTURE VEHICLES & ANIMALS	8	0
3500	TRANSPORTATION	9	0
3600	LOCATIONS	9	0
3700	PRODUCTION FILM & LAB	10	0
4000	SECOND UNIT	10	0
4100	TESTS & RESHOOTS	10	0
4200	STAGE RENTAL EXPENSE	10	0
4300	CREW OT/FRINGES	11	0
Total Below-The-Line Production			3000
4400	POST ADMINISTRATION	11	IN KIND 0
4500	FILM EDITING	11	0
4600	MUSIC	11	0
4700	POST PRODUCTION SOUND	11	500
4800	POST PROD FILM & LAB	12	IN KIND 0
4900	MAIN & END TITLES	12	0
5400	SPECIAL PHOTOGRAPHIC EFX	12	0
5500	CGI/VISUAL EFFECTS	13	0
5700	DELIVERY REQUIREMENTS	13	0
Total Below-The-Line Post			500
6500	PUBLICITY	13	IN KIND 0
6600	LEGAL & BUSINESS	13	IN KIND 0
6700	INSURANCE	13	SCHOOL 0

Acct No	Category Description	Page	Total
6800	GENERAL EXPS-PROD	14	0
6900	GENERAL EXPS-POST	14	0
7000	COMPLETION COSTS	14	0
	Total Below-The-Line Other		0
7100	INSURANCE	14	0
	Total Below-The-Line Contingencies		0
	Total Above-The-Line		1500
	Total Below-The-Line		3000
	Total Above and Below-The-Line		4500
	Total Fringes		0
	Grand Total		5000

EP Budgeting
Budget Title :

Gutter King

Script Dated :
 Budget Draft Dated :
 Production # :
 Start Date :
 Finish Date :
 Total Days :
 Post Weeks :
 Holidays :
 Travel Days :

Producer :
 Director :
 Location :
 Prepared By :

Acct No	Description	Amount	Units	X	Curr	Rate	Subtotal	Total
1100 STORY, RIGHTS & DEVELOPMENT								
1101	WRITERS							
1102	CLEARANCE REPORT							
1103	RIGHTS PURCHASED							
1108	SCRIPT COPIES							
1109	SCRIPT TWING							
1110	PRE-PROD BREAKDOWN							
1116	PURCHASES							
1151	AIRFARES							
1152	HOTELS							
1154	LIVING EXPENSES							
1155	TAXIS/GROUND TRANSP							
1160	PRE-PROD SCOUTING							
1185	MISC EXPENSES							
1199	FRINGE BENEFITS							
Account Total for 1100								
1200 PRODUCERS UNIT								
1201	EXECUTIVE PRODUCERS							
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								
1300 DIRECTOR								
1301	DIRECTOR							
	Total							
1305	ASSISTANTS							
1307	SECRETARIES							

Acct No	Description	Amount	Units	X	Curr	Rate	Subtotal	Total
1316	DIRECTOR PURCHASES							
1317	DIRECTOR RENTALS							
1351	AIRFARES							
1352	HOTELS							
1353	MEALS/PER DIEM							
1354	LIVING EXPENSES							
1355	TAXI/GROUND TRANSP							
1380	DIR'S ENTERTAINMENT							
1385	MISC EXPENSES							
1399	FRINGES							
Account Total for 1300								
1400 CAST								
1401	PRINCIPAL CAST							
	GABE	25	Days	1,1				
	BEAU	12	Days	1,1				
	STELLE	15	Days	1,1				
	Total							
1402	SUPPORTING CAST							
		1		1				
	Total							
1405	DAY PLAYERS							
1406	CAST OT							
		1	Allow	1				
	Total							
1408	LOOPING							
1409	TECHNICAL ADVISOR							
1411	ACTING/DIALOGUE COACH							
1412	CHOREOGRAPHER							
1413	CASTING DIRECTOR							
1414	CASTING DIR ASSISTS							
1415	CASTING EXPS/TRAVEL							
1449	INSURANCE EXAMS							
1451	AIRFARES							
		1	Allow	1				
	Total							
1452	HOTELS							
		1	Allow	1				
	Total							
1453	MEALS/PER DIEM							
		1	Allow	1				
	Total							
1454	LIVING EXPENSES							
1455	TAXI/GROUND TRANSP							
		1		1				
	Total							
1480	STAR COSTS							
1485	MISC EXPENSES							
1499	FRINGES							
Account Total for 1400								
1500								
1500 STUNT UNIT								

Acct No	Description	Amount	Units	X	Curr	Rate	Subtotal	Total
1501	STUNT COORDINATOR							
1502	STUNT DOUBLES							
1503	STUNT PLAYERS							
1504	STUNT ADJUSTMENTS							
1516	STUNT PURCHASES							
1517	STUNT RENTALS							
1551	AIRFARES							
1552	HOTELS							
1553	MEALS/PERDIEM							
1554	LIVING EXPENSES							
1581	BOX RENTALS							
1599	FRINGES							
Account Total for 1500								
Total Above-The-Line								1500
2000 PRODUCTION STAFF								
2001	UNIT PROD MANAGER							
2002	FIRST ASSIST DIRECTOR							
2003	SECOND ASSIST DIRECTOR							
2004	2ND 2ND ASST DIRECTOR							
2005	DGA TRAINEE							
2006	SCRIPT SUPERVISOR							
2007	PRODUCTION SUPERVISOR							
2008	PROD OFFICE COORD							
2009	ASST PROD OFFICE COORD							
2010	OFFICE PROD ASSTS							
2011	SET PROD ASSTS							
2012	PRODUCTION ACCOUNTANT							
2013	ASST PROD ACCOUNTANT							
2014	PAYROLL CLERK							
2015	ACCOUNTING CLERK							
2020	TEACHER/WELFARE WKR							
2053	DGA MEALS							
2055	CAR ALLOWANCE							
2081	BOX RENTALS							
2085	MISC EXPENSES							
2099	FRINGES							
Account Total for 2000								
2100 EXTRA TALENT								
2101	STAND-INS							
2103	EXTRAS							
2105	MUSICIANS							
2106	DANCERS							
2107	FITTINGS/INTERVIEWS							
2110	EXTRAS CASTING COORD							
2155	ATMOS CARS/MILEAGE							
2185	MISC EXPENSES							
2199	FRINGES							
Account Total for 2100								

Acct No	Description	Amount	Units	X	Curr	Rate	Subtotal	Total
2200 SET DESIGN								
2201	PRODUCTION DESIGNER							
		1		1				
	Total							
2202	ART DIRECTORS							
2203	ASST ART DIRECTOR							
2204	SET DESIGNERS							
2207	STORYBOARD ARTIST							
2213	ART DEPT ASSISTANTS							
2214	ART DEPT COORDINATOR							
2216	ART DEPT PURCHASES							
		1	Allow	1				
	Total							
2217	ART DEPT RENTALS							
2219	RESEARCH							
2220	BLUEPRINTING							
2255	CAR ALLOWANCES							
2280	PRINTING/COPIES/PHOTOS							
2281	BOX RENTALS							
2285	MISC EXPENSES							
		1	Allow	1				
	Total							
2299	FRINGES							
Account Total for 2200								
2300 SET CONSTRUCTION								
2301	CONSTRUCTION COORD							
2302	CONSTRUCTION FOREMAN							
2303	CONSTRUCTION LABOR							
2304	PAINT FOREMAN							
2305	TOOL FOREMAN							
2307	BACKINGS							
2308	GREENS							
2310	CONSTRUCTION 1ST AID							
2316	CONSTR PURCHASES							
2317	CONSTR RENTALS							
2335	FOLD & HOLD SETS							
2355	CAR ALLOW							
2381	BOX RENTALS							
2385	MISC EXPENSES							
2398	LOSS & DAMAGE							
2399	FRINGES							
Account Total for 2300								
2400 SET STRIKING								
2410	STRIKING - LABOR							
2416	STRIKING - MATERIALS							
2434	SET RESTORATION							
2497	TRASH & HAZMATS							
2499	FRINGES							

Acct No	Description	Amount	Units	X	Curr	Rate	Subtotal	Total
Account Total for 2400								
2500 SET OPERATIONS								
2501	FIRST COMPANY GRIP							
2502	BEST BOY GRIP							
2503	DOLLY/CRANE GRIPS							
2504	COMPANY GRIPS							
2505	RIGGING CREW							
2506	ADDL LABOR							
2507	STANDBY PAINTER							
2508	STANDBY GREENSMAN							
2509	OTHER GRIP LABOR							
2510	FIRST AID							
2511	CRAFT SERVICE LABOR							
		1		1				
	Total							
2512	CRAFT SERVICE PURCHS							
2516	GRIP PURCHASES							
2517	GRIP RENTALS							
2531	HEATING/AIR COND							
2555	CAR ALLOWANCES							
2558	OSHA SAFETY							
2581	BOX RENTALS							
2585	MISC EXPENSES							
2598	LOSS & DAMAGE							
2599	FRINGES							
Account Total for 2500								
2600 LIGHTING								
2601	GAFFER							
		4	Weeks	1				
	Total							
2602	BEST BOY							
		1		1				
	Total							
2603	GENERATOR OPERATOR							
2604	COMPANY ELECTRICIANS							
2605	RIGGING CREW							
2606	ADDL LIGHTG LABOR							
2607	SPECIAL EQUIP OPER							
2609	GLOBES & CARBONS							
2610	ELECTRIC CURRENT							
2611	GENERATOR RENTALS							
2616	LIGHTG PURCHASES							
2617	LIGHTG RENTALS							
2620	LIGHTG CRANES							
2655	CAR ALLOWANCE							
2681	BOX RENTALS							
2685	MISC EXPENSES							
2698	LOSS & DAMAGE							
2699	FRINGES							
Account Total for 2600								

Acct No	Description	Amount	Units	X	Curr	Rate	Subtotal	Total
2700 CAMERA								
2701	DIRECTOR OF PHOTOG							
	Prep							
	Shoot		3 Weeks	1				
	Total							
2702	CAMERA OPERATOR							
	Total	1		1				
2703	ADDL CAMERA OPERATORS							
2705	FIRST ASSISTANT CAMERA							
2706	SECOND ASSIST CAMERA							
2707	ADDL CAMERA ASSTS							
2708	CAMERA LOADER							
2716	CAMERA PURCHASES							
2717	CAMERA RENTALS							
	Total	1	Allow	1				
2719	CRANES/CAR MOUNTS							
2720	STEADICAM							
2781	BOX RENTALS							
2785	MISC EXPENSES							
2798	LOSS & DAMAGE							
2799	FRINGES							
Account Total for 2700								
2800 SET DRESSING								
2801	SET DECORATOR							
2802	LEADMAN							
2803	SWING LABOR							
2804	ON SET DRESSER							
2807	ADDL LABOR							
2812	MANUFAC LABOR/MATS							
2816	SET DEC PURCHASES							
2817	SET DEC RENTALS							
2855	CAR ALLOWANCES							
2881	BOX RENTALS							
2885	MISC EXPENSES							
2898	LOSS & DAMAGE							
2899	FRINGES							
Account Total for 2800								
2900 PROPERTY								
2901	PROPMASTER							
2902	ASST PROPMASTER							
2907	ADDITIONAL PROP LABOR							
2912	MANUFAC LABOR/MATS							
2916	PROP PURCHASES							
	Total	1	Allow	1				
2917	PROP RENTALS							

Acct No	Description	Amount	Units	X	Curr	Rate	Subtotal	Total
2955	CAR ALLOWANCES							
2981	BOX RENTALS							
2985	MISC EXPENSES							
2998	LOSS & DAMAGE							
2999	FRINGES							
Account Total for 2900								
3000 WARDROBE								
3001	COSTUME DESIGNER							
3002	ASST COSTUME DESIGNER							
3003	KEY WARDROBE SUPVSR							
3004	LEAD COSTUMERS							
3005	SET COSTUMERS							
3007	COSTUMERS/ADDL WARD							
3009	CLEANING & DYEING							
3012	MANUFAC LABOR/MATS							
3016	WARDROBE PURCHASES							
	Total		1 Allow	1				
3017	WARDROBE RENTALS							
3021	ALTERATIONS & REPAIRS							
3055	CAR ALLOWANCES							
3076	WARDROBE SHOP RENTAL							
3081	BOX RENTALS							
3085	MISC EXPENSES							
3098	LOSS & DAMAGE							
3099	FRINGES							
Account Total for 3000								
3100 MAKEUP & HAIRDRESSING								
3101	KEY MAKEUP ARTIST							
	Total	33	Days	1				
3102	ASST MAKEUP ARTIST							
3103	ADDL MAKEUP LABOR							
3104	BODY MAKEUP							
3105	PROSTHETICS/MU EFX							
3106	CONTACT LENS TECH							
3110	KEY HAIR STYLIST							
3111	ASST HAIR STYLIST							
3113	ADDL HAIR LABOR							
3114	WIGS & HAIRPIECES							
3116	MU/ HAIR PURCHASES							
3117	MU/HAIR RENTALS							
3181	BOX RENTALS							
	Total	21	Days	1				
3185	MISC EXPENSES							
3198	LOSS & DAMAGE							
3199	FRINGES							
Account Total for 3100								

Acct No	Description	Amount	Units	X	Curr	Rate	Subtotal	Total
3200 PRODUCTION SOUND								
3201	SOUND MIXER							
			4 Weeks	1				
	Total							
3202	BOOM OPERATOR							
		1		1				
	Total							
3203	CABLE PERSON							
3204	VIDEO ASSIST OPERATOR							
3205	VIDEO PLAYBACK							
3211	39MM MAG STOCK DAILIES							
3216	SOUND PURCHASES							
		1	Allow	1				
	Total							
3217	SOUND RENTALS							
3219	SOUND PACKAGE RENTAL							
3221	VIDEO ASSIST EQUIP PKG							
3222	WALKIE TALKIES							
3281	BOX RENTALS							
3285	MISC EXPENSES							
3298	LOSS & DAMAGE							
3299	FRINGES							
Account Total for 3200								
3300 SPECIAL EFFECTS								
3301	F/X COORDINATOR							
3302	F/X FOREMAN							
3303	COMPANY F/X TECHNICIANS							
3304	RIGGING/STRIKE							
3312	MANUFAC LABOR/MATS							
3316	F/X PURCHASES							
3317	F/X RENTALS							
3381	BOX RENTALS							
3385	MISC EXPENSES							
3398	LOSS AND DAMAGE							
3399	FRINGES							
Account Total for 3300								
3400 PICTURE VEHICLES & ANIMALS								
3401	PICTURE CAR COORD							
3403	PICTURE CAR MECHANIC							
3411	REPAIRS/MAINT/RESTOR							
3416	PICT CAR PURCHASES							
3417	PICT CAR RENTALS							
3441	WRANGLERS/HANDLERS							
3447	ANIMAL RENTALS							
3448	ANIMAL SUPPLIES & FOOD							
3481	BOX RENTALS							
3485	MISC EXPENSES							
3498	LOSS & DAMAGE							

Acct No	Description	Amount	Units	X	Curr	Rate	Subtotal	Total
3499	FRINGES							
Account Total for 3400								
3500 TRANSPORTATION								
3501	COORDINATOR							
3502	CAPTAINS							
3503	DRIVERS							
3516	TRANSPO PURCHASES							
3517	SPECIAL EQUIP RENTAL							
3519	PRODUCTION VEHICLES							
3520	SELF DRIVE VEHICLES							
3544	GAS & OIL							
3546	REPAIRS & MAINTENANCE							
3547	TOLLS/PARKG/PERMITS/TAXIS							
3553	MEAL ALLOWANCE							
3581	BOX RENTALS							
3585	MISC EXPENSES							
3598	LOSS & DAMAGE							
3599	FRINGES							
Account Total for 3500								
3600 LOCATIONS								
3601	LOCATION MANAGER							
3602	ASST LOCATION MANAGER							
3605	LOCATION SCOUTS							
3606	SURVEY COSTS							
3607	SITE RENTAL FEES							
			1	Allow	1			
	Total							
3608	LOCATION PERMITS							
3609	SITE RESTORATION							
3610	TRASH REMOVAL							
3611	COURTESY PAYMENTS							
3613	SHIPPING FEDEX/FREIGHT							
3614	FILM SHIPPING							
3616	LOCATION PURCHASES							
3617	LOCATION RENTALS							
3620	CATERED MEALS							
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							
3652	HOTELS/LODGING							
3653	MEAL/PER DIEM							
3654	LIVING EXPENSES							
3655	CAR ALLOWANCES							
3681	BOX RENTALS							
3685	MISC EXPENSES							

Acct No	Description	Amount	Units	X	Curr	Rate	Subtotal	Total
3698	LOSS & DAMAGE							
3699	FRINGES							
Account Total for 3600								
3700 PRODUCTION FILM & LAB								
3702	TAPE STOCK							
3704	NEGATIVE DEVELOP							
3705	PRINT DAILIES							
3710	TRANSFER SOUND DAILIES							
3750	TELECINE							
3773	POLAROID							
3785	MISC EXPENSES							
Account Total for 3700								
4000 SECOND UNIT								
4013	2ND UNIT DIRECTOR							
4014	2ND UNIT CAST/TALENT							
4016	2ND UNIT PURCHASES							
4017	2ND UNIT RENTALS							
4020	PRODUCTION STAFF							
4021	EXTRA TALENT							
4022	ART DEPT							
4023	SET CONSTR/MINIATURES							
4025	SET OPERATIONS							
4026	LIGHTING							
4027	CAMERA							
4028	SET DRESSING							
4029	PROPS							
4030	WARDROBE							
4031	MAKEUP & HAIR							
4032	PRODUCTION SOUND							
4033	SPECIAL EFFECTS							
4034	PIX CARS/ANIMALS							
4035	TRANSPORTATION							
4036	LOCATIONS							
4037	PRODUCTION FILM & LAB							
4085	MISC EXPENSES							
4098	LOSS & DAMAGE							
4099	FRINGES							
Account Total for 4000								
4100 TESTS & RESHOOTS								
4101	TEST #1							
4102	TEST #2							
4103	TEST #3							
4199	FRINGES							
Account Total for 4100								
4200 STAGE RENTAL EXPENSE								
4201	STAGE TELEPHONE							
4202	STAGE RENTALS							

Acct No	Description	Amount	Units	X	Curr	Rate	Subtotal	Total
4210	STORAGE CHARGE							
4240	RENOVATIONS							
4250	TRASH REMOVAL							
4256	OTHER STAGE FACILITIES							
4257	STAGE UTILITIES							
4285	MISC EXPENSES							
Account Total for 4200								
4300 CREW OT/FRINGES								
4301	CREW OVERTIME							
Account Total for 4300								
Total Below-The-Line Production								3000
4400 POST ADMINISTRATION								
4401	POST PROD SUPERVISOR							
4402	POST PROD SECRETARY							
4403	POST PROD ACCOUNTANT							
4404	POST PROD PA							
4499	FRINGES							
Account Total for 4400								
4500 FILM EDITING								
4501	EDITORS							
4502	ASSISTANT EDITORS							
4503	LOOPING EDITOR & ASST							
4504	MUSIC EDITORS							
4505	SOUND EFX EDITOR & ASST							
4506	APPRENTICE EDITORS							
4510	CODING							
4511	PROJECTION							
4516	EDITORIAL PURCHASES							
4517	EDITORIAL RENTALS							
4530	NEGATIVE CUTTING							
4534	CONTINUITY							
4571	TAPE COPIES							
4585	MISC EXPENSES							
4598	LOSS & DAMAGE							
4599	FRINGES							
Account Total for 4500								
4600 MUSIC								
4601	COMPOSER							
	Total		1	Allow				1
Account Total for 4600								
4700 POST PRODUCTION SOUND								
4701	SOUND PACKAGE							
	Total		1	Allow				1

Acct No	Description	Amount	Units	X	Curr	Rate	Subtotal	Total
4703	TRANSFER COSTS							
4704	DUBBING CREW & FACILITY							
4705	LOOP CREW & FACILITY							
4706	FOLEY CREW & FACILITY							
4708	FILM STOCK-REPRINTS							
4709	FILM STOCK-SYNC/NARR							
4710	STX-DUB MSTR,OP NEG							
4785	MISC EXPENSES							
4799	FRINGES							
Account Total for 4700								
4800 POST PROD FILM & LAB								
4810	STOCK FOOTAGE							
4814	REVERSAL PRINTS							
4819	EDITORIAL REPRINTS							
4820	SOUND NEG-DEV & PRINT							
4823	INSERTS							
4826	ANS PRINT/PROTECT MSTRS							
Account Total for 4800								
4900 MAIN & END TITLES								
4901	MAIN & END TITLES							
4908	OPTICAL MANUFACTURE							
Account Total for 4900								
5400 SPECIAL PHOTOGRAPHIC EFX								
5401	EFX SUPERVISOR							
5402	EFX COORDINATOR							
5403	STORYBOARDS							
5404	R & D							
5409	MINIATURE CONSTRUCTION							
5412	MANUFAC LABOR/MATS							
5416	EFX PURCHASES							
5417	EFX RENTALS							
5420	BLUESCREEN							
5421	REAR PROJECTION							
5423	MATTE PAINTINGS							
5430	OMPTR GRAPHICS 2DB3D							
5431	CYBERSCAN/DIGITIZATN							
5436	ROSCOPING							
5437	LABORATORY EXPENSE							
5438	FILM STOCK PURCHASE							
5439	IP-DUPE NEGATIVES							
5441	TESTS							
5442	FACILITIES							
5445	REPRINTS							
5446	VIDEO CASSETTES							
5485	MISC EXPENSES							
5499	FRINGES							
Account Total for 5400								

Acct No	Description	Amount	Units	X	Curr	Rate	Subtotal	Total
5500 CG/VISUAL EFFECTS								
5501	VFX CONTRACTS							
5502	VFX SUPERVISR/COORD							
5509	VFX OTHER LABOR							
5510	SCAN IN/OUT							
5512	VFX LAB COSTS							
5516	VFX PURCHASES							
5517	VFX RENTALS							
5551	VFX AIRFARES							
5554	VFX LIVING EXPENSES							
5585	MISC EXPENSES							
5599	FRINGES							
Account Total for 5500								
5700 DELIVERY REQUIREMENTS								
5702	VIDEO CASSETTES							
5704	INTERPOSITIVE							
5706	INTERNEGATIVE							
5708	CHECK PRINT							
5710	LOW CONTRAST PRINT							
5712	VIDEO MASTERING							
5713	TV VERSION							
5715	MAG DELIVERY ITEMS							
5735	SOUND PROCESS LICENSE							
5737	MPAA SEAL							
5785	MISC EXPENSES							
Account Total for 5700								
Total Below-The-Line Post								500
6500 PUBLICITY								
6501	UNIT PUBLICIST							
6502	STILL PHOTOGRAPHER							
6515	STILL FILM & PROCESSING							
6581	BOX RENTALS							
6585	MISC EXPENSES							
6594	PREVIEW SCREENINGS							
6599	FRINGES							
Account Total for 6500								
6600 LEGAL & BUSINESS								
6601	LEGAL FEES							
	Total		1		1			
6602	INCORPORATION FEES							
6603	TAXES							
Account Total for 6600								
6700 INSURANCE								
6701	PORTFOLIO COVERAGE							
6702	NEGATIVE INSURANCE							

Acct No	Description	Amount	Units	X	Curr	Rate	Subtotal	Total
6703	ERRORS & OMISSIONS							
6704	PROPERTY FLOATER							
6705	OTHER INSURANCE							
Account Total for 6700								
6800 GENERAL EXPS-PROD								
6801	PROD OFFICE RENTAL							
6802	TELEPHONES							
6803	MOBILE PHONES							
6804	COPIER RENTAL & SUPPLS							
6808	POSTAGE							
6812	BANK/EXCHANGE COSTS							
6813	PAYROLL HANDLING							
6816	OFFICE SUPPLIES							
6817	OFFICE RENTALS							
6824	MESSENGERS							
6829	SCREEN DAILIES @ ARTISAN							
6851	ARTISAN EXEC TRAVEL/LIVG							
6856	STORAGE							
6857	OFFICE UTILITIES							
6858	PRODUCT PLACEMENT							
6861	COMPUTERS & SOFTWARE							
6866	OPENING/CLOSING PARTY/GIFTS							
6885	MISC EXPENSES							
6894	OFFICE REFRESHMENTS							
6898	LOSS & DAMAGE							
6899	FRINGES							
Account Total for 6800								
6900 GENERAL EXPS-POST								
6901	POST PROD OFFICE RTL							
6902	POST PROD TELEPHNS							
6908	POST PROD POSTAGE							
6916	POST PROD OFFC SPLS							
6917	POST PROD RENTALS							
6924	POST PROD MESSENGERS							
6994	POST OFFICE REFRESHMNTS							
6999	FRINGES							
Account Total for 6900								
7000 COMPLETION COSTS								
7001	INSURANCE							
7003	COMPLETION BOND: 3.00%							
7004	CONTINGENCY							
Account Total for 7000								
Total Below-The-Line Other								0
7100 INSURANCE								
Account Total for 7100								

Acct No	Description	Amount	Units	X	Curr	Rate	Subtotal	Total
	Total Below-The-Line Contingencies							0
	Total Above-The-Line							1500
	Total Below-The-Line							3000
	Total Above and Below-The-Line							4500
	Total Fringes							0
	Grand Total							5000

**APPENDIX B: FINAL PRODUCTION SCHEDULE
AND DAY OUT OF DAYS**

CAST MEMBERS

1. WILL
2. BOB
3. PAUL

4. BEBE

Scheduled				
Sheet # 1 3 1/8 pgs	Scenes: 2	EXT	WILL IS INTRODUCED - GETTING PUNCHED/RUNNING	Day 1 PLAYGROUND
End Day # 1 Saturday, March 15, 2008 -- Total Pages: 3 1/8				
Sheet # 8 3 pgs	Scenes: 3	INT	BOB AND WILL AT JAC	Day 1,2 JAC
End Day # 2 Sunday, March 16, 2008 -- Total Pages: 3				
Sheet # 9 4 4/8 pgs	Scenes: 4	INT	BOB DRIVES WILL HOME	Day 1,2 BOBS TRUCK
Sheet # 12 1/8 pgs	Scenes: 5	EXT	DRIVE PAST DOWNTOWN	Day 1,2 HIGHWAY
Sheet # 13 1/8 pgs	Scenes: 6	EXT	DRIVE THRU COLLEGE PARK	Day 1,2 COLLEGE PARK
End Day # 3 Monday, March 17, 2008 -- Total Pages: 4 6/8				
Sheet # 14 1 6/8 pgs	Scenes: 7	EXT	WILL MEETS PAUL	Day 1,2,3 O'ROURKE FRONT YARD
Sheet # 21 1 1/8 pgs	Scenes: 11	INT/I	WILL SEES BEBE, PAUL DITCHES WILL WITH CHORES	Day 1,3,4 BOB'S HOME OFFICE
Sheet # 20 1 7/8 pgs	Scenes: 9	EXT	WILL AND PAUL HEAD-TO-HEAD	Night 1,3 PAUL'S ROOM
End Day # 4 Tuesday, March 18, 2008 -- Total Pages: 4 6/8				
Sheet # 22 6/8 pgs	Scenes: 12	INT	WILL DISCOVERS PICS	Day 1,4 O'ROURKE HOME
Sheet # 23 3 1/8 pgs	Scenes: 13	EXT	WILL AND ANTENNA AND BEBE	Day 1,4 O'ROURKE BACKYARD
Sheet # 30 2/8 pgs	Scenes: 14	EXT	BEBE LEAVES FOR POOL	Day 1,4 O'ROURKE FRONT YARD
COMPANY MOVE				
Sheet # 31 3/8 pgs	Scenes: 16	EXT	BEBE SWIMS, WILL WATCHES	Day 1,4 COLLEGE PARK POOL
End Day # 5 Wednesday, March 19, 2008 -- Total Pages: 4 4/8				
Sheet # 32 1 2/8 pgs	Scenes: 17	EXT	PAUL AND BOB CONFRONT WILL	Day 1,2,3 O'ROURKE BACKYARD

Sheet # 33 4/8 pgs	Scenes: 18	INT	BOB BUYS WILL CELLPHONE	Day	1, 2, 3 PRINCETON DR
Sheet # 35 2 3/8 pgs	Scenes: 19	EXT	PAUL DISCOVERS PHOTO	Evening	1, 2, 3 O'ROURKE BACKYARD
Sheet # 36 2/8 pgs	Scenes: 20	INT	PAUL IS SULLEN AT DINNER	Evening	1, 2, 3 O'ROURKE HOME
End Day # 6 Thursday, March 20, 2008 -- Total Pages: 4 3/8					
Sheet # 38 7/8 pgs	Scenes: 22	EXT	BOB, WILL DISCUSS PAUL, PAUL WATCHES	Morning	1, 2, 3 O'ROURKE FRONT YARD
Sheet # 39 7/8 pgs	Scenes: 23	INT	PAUL CONFRONTS WILL	Day	1, 3 O'ROURKE GARAGE
Sheet # 40 1 pgs	Scenes: 24	EXT	SOMEONE PULLS WILL OFF ROOF	Day	1 O'ROURKE FRONT YARD
Sheet # 37 1 4/8 pgs	Scenes: 21	INT	HEAD TO HEAD DISCUSSION	Night	1, 3 PAUL'S ROOM
End Day # 7 Friday, March 21, 2008 -- Total Pages: 4 2/8					
Sheet # 41 1 1/8 pgs	Scenes: 25	EXT	BEBE DISCOVERS WILL UNCONSCIOUS	Day	1, 4 O'ROURKE FRONT YARD
Sheet # 42 4/8 pgs	Scenes: 26	EXT	WILL SEARCHES FOR PAUL, BEBE FOLLOWS	Day	1, 4 COLLEGE PARK
Sheet # 43 1 pgs	Scenes: 27	EXT	WILL IS UPSET, BEBE SITS WITH HIM		1, 4 O'ROURKE HOME
Sheet # 45 1 5/8 pgs	Scenes: 28	EXT	WILL/BEBE GET TO KNOW EACH OTHER	Day	1, 4 O'ROURKE BACKYARD
Sheet # 46 2/8 pgs	Scenes: 29	EXT	WILL WAITS FOR PAUL	Day	1, 3 O'ROURKE ROOF
Sheet # 47 3/8 pgs	Scenes: 30	INT	PAUL FINDS NOTE	Day	3 PAUL'S ROOM
End Day # 8 Saturday, March 22, 2008 -- Total Pages: 4 7/8					
Sheet # 48 4/8 pgs	Scenes: 31	EXT	WILL GRABS PAUL	Day	1, 3 O'ROURKE BACKYARD
Sheet # 49 3 pgs	Scenes: 32	EXT	WILL/BOB BOND	Evening	1, 2 PUBLIX
Sheet # 51 3/8 pgs	Scenes: 33	INT	PAUL LOCKS WILL OUT	Night	1, 3 O'ROURKE HOME
Sheet # 55 3/8 pgs	Scenes: 34		BOB GIVES WILL THE OFFICE	Morning	1, 2 O'ROURKE HOME

Sheet # 56 2/8 pgs	Scenes: 35	INT	BOB CONFRONTS PAUL	Day	2,3 O'ROURKE HOME
End Day # 9 Sunday, March 23, 2008 -- Total Pages: 4 4/8					
Sheet # 57 6 4/8 pgs	Scenes: 36	EXT	PAUL AND WILL FIGHT	Night	1,3 COLLEGE PARK
End Day # 10 Monday, March 24, 2008 -- Total Pages: 6 4/8					
Sheet # 61 1 2/8 pgs	Scenes: 36	EXT	PAUL THREATENS WILL	Morning	1,3 O'ROURKE BACKYARD
Sheet # 59 1 5/8 pgs	Scenes: 37	INT	BOB CONFRONTS WILL	Night	1,3 WILL'S ROOM
End Day # 11 Tuesday, March 25, 2008 -- Total Pages: 2 7/8					
Sheet # 68 3 4/8 pgs	Scenes: 38	EXT	BACKYARD FIGHT	Day	1,3 O'ROURKE BACKYARD
Sheet # 69 2/8 pgs	Scenes: 40	EXT	WILL CLIMBS IN WINDOW BLOODY	Day	1 WILL'S ROOM
Sheet # 70 3/8 pgs	Scenes: 41	EXT	BEBE APPROACHES WILL	Day	1,4 O'ROURKE HOME
End Day # 12 Wednesday, March 26, 2008 -- Total Pages: 4 1/8					
Sheet # 71 1 7/8 pgs	Scenes: 42	EXT	FLIRTING	Day	1,4 O'ROURKE BACKYARD
Sheet # 72 1 4/8 pgs	Scenes: 43	EXT	WILL/BEBE IN HAMMOCK DISCUSS PAUL	Day	1,4 O'ROURKE BACKYARD
Sheet # 73 1/8 pgs	Scenes: 44	INT	PAUL IGNORES WILL AT DINNER	Evening	1,2,3 O'ROURKE HOME
Sheet # 74 1 pgs	Scenes: 45	INT	WILL SNEAKS OUT WITH BEBE	Night	1,4 O'ROURKE BACKYARD
Sheet # 75 1 pgs	Scenes: 46	INT	WILL CANT SLEEP	Night	1 WILL'S ROOM
End Day # 13 Thursday, March 27, 2008 -- Total Pages: 5 4/8					
Sheet # 77 4/8 pgs	Scenes: 47	INT	PAUL'S NOT SLEEPING	Morning	2,3 PAUL'S ROOM
Sheet # 81 3/8 pgs	Scenes: 48	EXT	WILL FOLLOWS PAUL, SEES BOB INSTEAD	Day	1,2,3 COLLEGE PARK
COMPANY MOVE					

Sheet # 94 2/8 pgs	Scenes: 51	EXT	GEORGE PULLS WILL ASIDE	Evening	1,2 MILLS GYM
Sheet # 95 7/8 pgs	Scenes: 52	INT	WILL/JACOB TALK ABOUT GEORGE'S WARNINGS	Evening	1,2 BOB'S TRUCK
End Day # 14 Friday, March 28, 2008 -- Total Pages: 2					
Sheet # 144 3/8 pgs	Scenes: 68	INT/I	WILL SPOTS BEBE LOOKALIKE FROM BRIDGE	Day	1,4 LONELY ROAD
Sheet # 97 4/8 pgs	Scenes: 148	EXT	WILL ON BRIDGE	Evening	1 LONELY ROAD
Sheet # 153 4/8 pgs	Scenes: 53	EXT	WILL ON BRIDGE	Evening	1 LONELY ROAD
COMPANY MOVE					
Sheet # 100 1 5/8 pgs	Scenes: 58	EXT	3 TALK	Night	1,3,4 O'ROURKE BACKYARD
Sheet # 101 1 4/8 pgs	Scenes: 57	EXT	ABUSE AFTERMATH	Night	1,2,3,4 BEBE'S HOUSE
Sheet # 102 1 6/8 pgs	Scenes: 56	INT/I	WILL/BEBE ARGUE	Night	1,2,3,4 O'ROURKE HOME
End Day # 15 Saturday, March 29, 2008 -- Total Pages: 6 2/8					
Sheet # 105 1 5/8 pgs	Scenes: 59	INT	BOB/WILL DISCUSS MONEY	Day	1,2 BOB'S TRUCK
End Day # 16 Sunday, March 30, 2008 -- Total Pages: 1 5/8					
Sheet # 106 5 pgs	Scenes: 60	INT/I	BOB COACHES WILL: THE FIGHT	Day	1,2,3 MILLS GYM
End Day # 17 Monday, March 31, 2008 -- Total Pages: 5					
Sheet # 128 3 4/8 pgs	Scenes: 61	INT/I	WILL NARRATION: GARDEN	Day	1,2,3,4 O'ROURKE HOME
COMPANY MOVE					
Sheet # 132 3/8 pgs	Scenes: 62	EXT	PAUL TACKLES WILL IN RUGBY	Day	1,3 RUGBY FIELD
End Day # 18 Tuesday, April 1, 2008 -- Total Pages: 3 7/8					
Sheet # 133 1 4/8 pgs	Scenes: 63	EXT	PAUL TRIES TO GET WILL TO FIGHT AGAIN	Day	1,2,3 O'ROURKE BACKYARD

Sheet # 135 1 3/8 pgs	Scenes: 94	INT	DREAM SEQUENCE WITH BEBE	Night	1, 3, 4 O'ROURKE HOME
Sheet # 147 2/8 pgs	Scenes: 8	INT	BOB ON YOUTUBE	Night	2 BOB'S HOME OFFICE
Sheet # 149 2/8 pgs	Scenes: 10	EXT	WILL RACES PAST CARS ON BIKE	Night	1 COLLEGE PARK
Sheet # 150 3/8 pgs	Scenes: 15	EXT	WILL FOLLOWS BEBE TO POOL	Day	1, 4 COLLEGE PARK
End Day # 19 Wednesday, April 2, 2008 -- Total Pages: 3 6/8					
Sheet # 151 1 7/8 pgs	Scenes: 48	INT	WILL DISCOVERS BOBS SECRET	Day	1, 2 MILLS GYM
Sheet # 152 2 pgs	Scenes: 50	INT	WILL AND GEORGE FIGHT	Day	1, 2 MILLS GYM
End Day # 20 Thursday, April 3, 2008 -- Total Pages: 3 7/8					
Sheet # 155 2/8 pgs	Scenes: 55	INT	PAULS JEALOUSY GROWS	Night	1, 2, 3 O'ROURKE HOME
Sheet # 154 4/8 pgs	Scenes: 54	EXT	WILL TELLS BEBE ABOUT BOXING	Evening	1, 4 O'ROURKE BACKYARD
End Day # 21 Friday, April 4, 2008 -- Total Pages: 6/8					
UnScheduled					

**Dec 10, 2007
2:00 PM**

Page 1 of 3

Day Out of Days Report for Cast Members

Month/Day	03/15	03/16	03/17	03/18	03/19	03/20	03/21	03/22	03/23	03/24	03/25	03/26
Day of Week	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed
Shooting Day	1	2	3	4	5	6	7	8	9	10	11	12
1. WILL	SW	W	W	W	W	W	W	W	W	W	W	W
2. BOB		SW	W	W		W	W		W			
3. PAUL				SW		W	W	W	W	W	W	W
4. BEBE				SW	W			W				W

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2:00 PM**

Page 2 of 3

Day Out of Days Report for Cast Members

Month/Day	03/27	03/28	03/29	03/30	03/31	04/01	04/02	04/03	04/04	Co.		
Day of Week	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Travel	Work	Hold
Shooting Day	13	14	15	16	17	18	19	20	21			
1. WILL	W	W	W	W	W	W	W	W	WF		21	
2. BOB	W	W	W	W	W	W	W	W	WF		15	
3. PAUL	W	W	W		W	W	W		WF		15	
4. BEBE	W		W			W	W		WF		9	

Dec 10, 2007

2:00 PM

Day Out of Days Report for Cast Members

Page 3 of 3

Month/Day				
Day of Week	Holiday	Start	Finish	TOTAL
Shooting Day				
1. WILL		03/15	04/04	21
2. BOB		03/16	04/04	15
3. PAUL		03/18	04/04	15
4. BEBE		03/18	04/04	9

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Page 1 of 3

Day Out of Days Report for Background Actors

Month/Day	03/15	03/16	03/17	03/18	03/19	03/20	03/21	03/22	03/23	03/24	03/25
Day of Week	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue
Shooting Day	1	2	3	4	5	6	7	8	9	10	11
BOXER 1											
37. OLD COUPLE											
4 PRECISION DRIVERS											
OFFICER											
JOHN											
BEBE LOOKALIKE											
BLONDE											
JULIAN											
6 PASSENGERS											
DRIVER					SWF						
PASSERBY										SWF	
JOE PENGALO	SWF										
SWIMMERS					SWF						
AMY											

Dec 10, 2007
2:00 PM

Page 2 of 3

Day Out of Days Report for Background Actors

Month/Day	03/26	03/27	03/28	03/29	03/30	03/31	04/01	04/02	04/03	04/04	Co.
Day of Week	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Travel
Shooting Day	12	13	14	15	16	17	18	19	20	21	
BOXER 1			SW						WF		
37. OLD COUPLE				SWF							
4 PRECISION DRIVERS				SWF							
OFFICER				SWF							
JOHN							SWF				
BEBE LOOKALIKE				SWF							
BLONDE							SWF				
JULIAN						SWF					
6 PASSENGERS				SWF							
DRIVER											
PASSERBY											
JOE PENGALO											
SWIMMERS											
AMY											

Dec 10, 2007
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Day Out of Days Report for Background Actors

Page 3 of 3

Month/Day	Day of Week	Work	Hold	Holiday	Start	Finish	TOTAL
Shooting Day							
BOXER 1		2			03/28	04/03	2
37. OLD COUPLE		1			03/29	03/29	1
4 PRECISION DRIVERS		1			03/29	03/29	1
OFFICER		1			03/29	03/29	1
JOHN		1			04/01	04/01	1
BEBE LOOKALIKE		1			03/29	03/29	1
BLONDE		1			04/01	04/01	1
JULIAN		1			03/31	03/31	1
6 PASSENGERS		1			03/29	03/29	1
DRIVER		1			03/19	03/19	1
PASSERBY		1			03/24	03/24	1
JOE PENGALO		1			03/15	03/15	1
SWIMMERS		1			03/19	03/19	1
AMY							0

APPENDIX C: CHAIN OF TITLE

Case Number: 1-13200821

Case Type: Motion Picture/Work

Contact Name: HITH MORRIS

Opened: 11/13/2008

Review Submission

Update Activity

1 No Records

Comments Activity Type Status Created Created By

All Titles

1 - 1 of 1

Title of Work Type
Outlining Title of work being registered

Publication/Completion

1 - 1 of 1

Published Work Year Created Publication Date Nation of First Publication IPI Type IS Number
No 2000

Authors & Contributions (MP)

1 - 1 of 1

Name	Organization Name	Doing Business as	Work For Hire	Anonymous	Pseudonym	Editing	Screenplay	Production	Direction	Motion Picture	Cinematography	Created Other
HITH ALAN MORRIS				N		✓	✓	✓	✓	✓	✓	

Claimants

1 - 1 of 1

Name Organization Name Transfer Statement Transfer Said Other
HITH ALAN MORRIS

Claim Limitations review (MP)

Material Excluded	New Material Included	Previous Registration
<ul style="list-style-type: none"> Music Footage Photograph Script/Screenplay Other 	<ul style="list-style-type: none"> Editing Footage (New) Screenplay (New) Revisions/ Additions to Script Production as Motion Picture 	<ul style="list-style-type: none"> 1st Prev. Reg. # Year 2nd Prev. Reg. # Year

Rights & Permissions

First Name: KETH
Middle Name: ALAN
Last Name: MORRIS
Email:
Phone:
Alternate Phone:

Organization Name:
Address 1:
Address 2:
City:
State:
Postal Code:
Country:

Correspondent

First Name: KETH
Middle Name: ALAN
Last Name: MORRIS
Email: km0000@gmail.com
Phone: (317) 704-7162
Alternate Phone:
Fax:

Organization Name:
Address 1: 804 W. SMITH ST.
Address 2:
City: ORLANDO
State: FL
Postal Code: 32804
Country: United States

Mail Certificate

First Name: KETH
Middle Name: ALAN
Last Name: MORRIS

Organization Name:
Address 1: 804 W. SMITH ST.
Address 2:
City: ORLANDO
State: FL
Postal Code: 32804
Country: United States

Certification

Name: KETH ALAN MORRIS
Certified:
Special Handling:
Applicant's Internal Tracking Number:
Note to Copyright Office:
Upload Electronically:
Send By Mail:

<< Back

Upload Deposit Send by Mail

Case Summary:

Case #: 1-13058431
Title: Outlining
Fee Due: 35.00

Type of Case: Motion Pictures/TV Work

Service Fee Paid: 35.00

Opened: 11/13/2008
Contact Name: JETH MORRIS
Claim Status: Pending

Claims

Claim ID	Date	Version
1-13058431	11/13/2008 08:40:18 PM	1

Updates

Comments	Activity Type	Status	Created	Create
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Attachments

Attachment Name	File Type	Size	Date and Time	Co
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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 artists(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, assignees 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.

(e) 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.

(f) 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 jebbanner@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 Halsell.....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

with
Karolina Pawlak-Vallair
Jen Dickson

Additional Editing by
Derek Rowe
Blake Miller

Title Sequence by
UFO Technologies

Legal Assistance
Arthur Ettinger

Medic
Betty Jones

Art Department
Mark Young
Jason Dean
Stacy Schrack
Fred Terral
Barbara Bond
Wright Massey

Special Thanks
Bob Jones
Steven Schlow
Natalie Underberg
Patricia Hurter
Phil Peters
The Halsell Family
The Ramirez Family
Laura Lopez
Danny Daneau
Erin Kitzinger
Travis Bell
Jessica Blackmore
The Miller Family
The Morris Family
The Zimmerman Family
Nikadena Santonino
Pablo at the Dungeon
Crucial Technology
Apple Inc.

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
Guiseppe 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.

DAY/DATE: March 15 th		CALL SHEET "Gutter King"			CREW CALL: BREAKFAST @ SET: 7:00AM SHOOTING CALL: 7:30AM LUNCH: 1:00PM				
PRODUCTION DAY: 1									
DIRECTOR: Keith Alan Morris									
1 st A.D.: Melissa Conrad		SUNRISE: 7:35AM	SUNSET: 7:34PM	MOON PHASE:					
SET PHONE: 303-349-6800		WEATHER: 84 degrees and partly cloudy Zero 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: I hope these people can act... nope.									
SHOOTING SCHEDULE									
Scripted Location	Scene #	Shots	Description	DN	IE	Cast	Pages	Time	Set Location
Bob's Truck Highway College Park	4.5.8		BOB and Will at JAC	Day	E	2	4.6/8	9:00AM	804 W. Smith, Orlando FL, 32804
***TOTAL NUMBER OF SCENES:				TOTAL NUMBER OF PAGES: ***					
TALENT									
#	Scripted Name	Talent Name	Pick-Up	Location Call	Wardrobe	Make-Up	Shooting Call	S/W/H/B/T/F	Notes
1	Will	Zeb Hartsell					9:00am		
2	Bob	Casey Clark					9:00am		
3									
6									
7									
8									
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:									
Scripted Location	Scene #	Shots	Description	DN	IE	Cast	Pages	Time	Set Location
JAC	3		Bob talks to Will at JAC	D	E	1.2	3.4/8		
Bob's Truck	5		Bob drives will home pickups	D	E	1.2	1/8		
College Park	6		Drive Through College Park	D	E	1.2	1/8		
***TOTAL NUMBER OF SCENES:				TOTAL NUMBER OF PAGES: ***					

"YOUR SHOW TITLE"				DAY OF		00/00/0000	
CREW CALLS							
Department/ Position	Name	Phone #	Cell	Department/Position	Name	Phone #	Cell
Production				Lighting			
Director				Gaffer			
Producer				Electrician			
Unit Production Manager				Grip			
Production Coordinator				Key Grip			
1 st Assistant Director				Alternate Key Grip			
2 nd Assistant Director				Best Boy Grip			
Key Production Assistant				Company Grip			
Production Assistant				Sound			
Production Assistant				Mixer			
Production Assistant				Boom Op			
Production Assistant				Makeup/Wardrobe			
Script Supervisor				Key Makeup Artist			
Locations				Key Wardrobe Supervisor			
Location Manager				Catering/Craft Service			
Camera				Chef			
Director of Photography				Chef			
1 st Assistant Camera				MEALS:			
2 nd Assistant Camera				Breakfast @			
Art				Lunch @			
Production Designer							
Art Director							
Prop Master							
Set Dresser							
LOCATION MAP & DIRECTIONS							
TO LOCATION FROM PRODUCTION OFFICE							
<div style="border: 1px solid black; height: 100px; width: 100%;"></div>					Directions to		
					From the Production Office:		
TO LOCATION FROM HOTEL							

DAY 2, 3 MISSING

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DAY/DATE: March 17 th	CALL SHEET "Gutter King"	CREW CALL: BREAKFAST @ SET: 7:00AM SHOOTING CALL: 7:30AM LUNCH: 1:00PM	
PRODUCTION DAY: 4			
DIRECTOR: Keith Alan Morris			
1 st A.D.: Melissa Conrad	SUNRISE: 7:35AM	SUNSET: 7:34PM	MOON PHASE:
SET PHONE: 303-349-6800	WEATHER: 84 degrees and partly cloudy Zero 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: *I hope these people can act... nope.*

SHOOTING SCHEDULE

Scripted Location	Scene #	Shots	Description	DN	IE	Cast	Pages	Time	Set Location
Front Yard	7		Will meets Paul	D	E	2	1-6/8	9:00AM	804 W. Smith, Orlando FL, 32804
Bob's home office	11		Will sees BeBe, Paul Ditches will with Chores	d	e	3	1-1/8		
Paul's room	9		Will and Paul head-to-head	n	i	3	1-2/8		

*****TOTAL NUMBER OF SCENES: TOTAL NUMBER OF PAGES: *****

TALENT

#	Scripted Name	Talent Name	Pick Up	Location Call	Wardrobe	Make-Up	Shooting Call	SM/ST/RT/IF	Notes
1	Will	Zeb Hualall					9:00am		
2	Bob	Carey Clark					9:00am		
3	Bebe	Erna Ramirez					9:00am		
4									
5									
6									

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:

Scripted Location	Scene #	Shots	Description	DN	IE	Cast	Pages	Time	Set Location
	13			D	E	1,2			
	14			D	E	1,2			
	15			D	E	1,2			

DAY/DATE: March 18 th	CALL SHEET "Gutter King"		CREW CALL:		
PRODUCTION DAY: 5			BREAKFAST @ SET: 7:00AM		
DIRECTOR: Keith Alan Morris			SHOOTING CALL: 7:30AM LUNCH: 1:00PM		
1 st A.D.: Melissa Conrad	SUNRISE: 7:35AM	SUNSET: 7:34PM	MOON PHASE:		
SET PHONE: 303-349-6800	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		

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

SHOOTING SCHEDULE

Scripted Location	Scene #	Shots	Description	D/N	W/E	Cast	Pages	Time	Set Location
O'Rourke home	12		Will discovers pics	Day	F	1,4	6/8	9:00AM	804 W. Smith, Orlando FL, 32804
Backyard	13		Will and Antenna and Bebe	d	e	1,4	3 1/8		
Front Yard	14		Bebe leaves for pool	d	e	1,4	3/8		
College park pool	16		Bebe swims, will watches	d	e	1,4	3/8		

*****TOTAL NUMBER OF SCENES: TOTAL NUMBER OF PAGES: *****

TALENT

#	Scripted Name	Talent Name	Pick-Up	Location Call	Wardrobe	Make-Up	Shooting Call	SMITH/RT/F	Notes
1	Will	Zeb Haysell					9:00am	w	
2	Bob	Casey Clark					9:00am	w	
3	Bebe	Erica Ramirez					9:00am	w	
6									
7									
8									

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:

Scripted Location	Scene #	Shots	Description	D/N	W/E	Cast	Pages	Time	Set Location
Backyard	13	17	Will and antenna and Bebe	D	E	1,2	3 1/8	9:00	Smith at house
Backyard	14	8	Bebe leaves for pool	D	E	1,2	3	9:00	
Backyard	16	3	Bebe swims, will watches	D	E	1,2	2	9:00	

*****TOTAL NUMBER OF SCENES: TOTAL NUMBER OF PAGES: *****

DAY/DATE: March 19 th		CALL SHEET "Gutter King"			CREW CALL:				
PRODUCTION DAY: 6					BREAKFAST @ SET: 7:00AM				
DIRECTOR: Keith Alan Morris					SHOOTING CALL: 7:30AM LUNCH: 1:00PM				
1 st A.D.: Melissa Conrad		SUNRISE: 7:35AM	SUNSET: 7:34PM	MOON PHASE:					
SET PHONE: 303-349-8800		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 Stalin									
SHOOTING SCHEDULE									
Scripted Location	Scene #	Shots	Description	DN	IE	Cast	Pages	Time	Set Location
Backyard	17	10	Paul and Bob confront Will	Day	E	1,2,3	1 2/8	9:00AM	804 W. Smith, Orlando FL, 32804
Poncacon Dr.	18	4	Bob buys Will cell phone	d	i	1,2,3	4/8		
Backyard	19	19	Paul discovers photo	n	e	1,2,3	2 3/8		
O'Rourke Home	20	2	Paul is rullen at dinner	n	i	1,2,3	2/8		
***TOTAL NUMBER OF SCENES: TOTAL NUMBER OF PAGES: ***									
TALENT									
#	Scripted Name	Talent Name	Pick-Up	Location Call	Wardrobe	Make-Up	Shooting Call	SMITH/RT:IF	Notes
1	Will	Zeb Heisler					9:00am	w	
2	Bob	Casey Clark					9:00am	w	
3	Babe	Erica Ramirez					9:00am	w	
6									
7									
8									
EXTRAS: 0			NEEDED FOR: NA			CALL: IVA		REPORT TO: IVA	
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:									
Scripted Location	Scene #	Shots	Description	DN	IE	Cast	Pages	Time	Set Location
Front yard	22	7	Bob, Will discuss Paul	D	e	1,2,3	3/8	9:00	Smith at house
Garage	23	7	Paul confronts Will	D	i	1,3	7/8	9:00	
Front yard	24	8	Someone pulls Will off roof	d	e	1	1	9:00	
Paul's room	21	12	Head to head discussion	n	i	1,3	1 4/8	9:00	
***TOTAL NUMBER OF SCENES: TOTAL NUMBER OF PAGES: ***									

DAY/DATE: March 21st		CALL SHEET "Gutter King"			CREW CALL: BREAKFAST @ SET: 7:00AM SHOOTING CALL: 7:30AM LUNCH: 1:00PM					
PRODUCTION DAY: 7										
DIRECTOR: Keith Alan Morris										
1 st A.D.: Melissa Conrad		SUNRISE: 7:35AM	SUNSET: 7:34PM	MOON PHASE:						
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					
Quote of the Day:										
SHOOTING SCHEDULE										
Scripted Location	Scene #	Shots	Description	DN	BE	Cast	Pages	Time	Set Location	
Front Yard	22	7	Bob. Will discuss Paul	Day	E	1,2,3	7/8	9:00AM	804 W. Smith, Orlando FL, 32804	
Garage	23	7	Paul confronts Will	d	I	1,3	7/8			
Front Yard	24	8	Someone pulls Will of roof	D	I	1	1			
***TOTAL NUMBER OF SCENES: TOTAL NUMBER OF PAGES: ***										
TALENT										
#	Scripted Name	Talent Name	Pick-Up	Location Call	Wardrobe	Make-Up	Shooting Call	SMITH/OTIF	Notes	
1	Will	Zeb Holsaf					9:00am	F		
2	Bob	Casey Clark					9:00am	F		
3	Bebe	Erica Ramirez					9:00am	F		
6										
7										
8										
EXTRAS: 0								NEEDED FOR: NA	CALL: IVA	REPORT TO: IVA
SPECIAL DEPARTMENT INSTRUCTIONS										
Art										
Property:										
Camera:	Red-One Camera									
Grip:										
Lighting:	PVC tubes, China balls									
Locations:	House at Smith street									
Make-up:	Cuts, scrapes									
Production:										
Sound:	Ardent XGM 2x boom mic, Fastech LE2 field recorder									
Transportation:	Camera Car & Picture Car									
Wardrobe:	Casual clothes									
ADVANCE SCHEDULE:										
Scripted Location	Scene #	Shots	Description	DN	BE	Cast	Pages	Time	Set Location	
Front Yard	25	8	Bebe discovers Will unconscious	D	*	1,4	1 1/8	9:00	Smith st. house	
College park	26	4	Will searches for Paul; Bebe follows	D	I	1,4	4/8	9:00		
Home	27	8	Will is upset; Bebe sits with him	d	*	1,4	1	9:00		
Backyard	28	13	Will/Bebe get to know each other	D	E	1,4	1 5/8	9:00		
Roof	29	2	Will waits for Paul	D	E	1,3	2/8	9:00		
Paul's room	30	3	Paul finds note	D	I	3	3/8	9:00		
***TOTAL NUMBER OF SCENES: TOTAL NUMBER OF PAGES: ***										

DAY 8 MISSING

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DAY/DATE: March 23rd		CALL SHEET "Gutter King"			CREW CALL: BREAKFAST @ SET: 7:00AM SHOOTING CALL: 7:30AM LUNCH: 1:00PM				
PRODUCTION DAY: 9									
DIRECTOR: Keith Alan Morris									
1 st A.D.: Melissa Conrad		SUNRISE: 7:26AM	SUNSET: 7:39PM	MOON PHASE:					
SET PHONE: 303-349-6800		WEATHER: 79 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									
SHOOTING SCHEDULE									
Scripted Location	Scene #	Shots	Description	DN	RE	Cast	Pages	Time	Set Location
O'rouke Back Yard	31	7	Will grabs Paul	Day	E	1,3	4/8	9:00AM	804 W. Smith, Orlando FL, 32804
PUBLIX	32	7	Will/Sob bond	Evening	e	1,2	3	11:00 AM	College Park
O'rouke Home	33	8	Paul locks Will out	Night	i	1,3	3/8	12 PM	804 W. Smith, Orlando FL, 32804
O'rouke Home	34	8	Bob gives Will the office	Morning		1,2	3/8	3 PM	804 W. Smith, Orlando FL, 32804
O'rouke Home	35	7	Bob confronts Paul	d	i	2,3	2/8	5 PM	804 W. Smith, Orlando FL, 32804
TALENT									
#	Scripted Name	Talent Name	Pick-Up	Location Call	Wardrobe	Make-Up	Shooting Call	SMB/WRIT/IF	Notes
1	Will	Zeb Heltzell					9:00am	w	
2	Bob	Casey Clark					9:00am	w	
3	Paul	Blake Logan					9:00am	w	
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:									
Lighting:	PVC tubes, China balls								
Locations:	House at Smith street, backyard, front yard								
Make-up:	Cuts, scrapes, blood, bruises								
Production:									
Sound:	As den XGM 2x boom mic, Fostech LE2 field recorder								
Transportation:	Camera Car & Picture Car								
Wardrobe:	Casual clothes, sleep clothes								
ADVANCE SCHEDULE:									
Scripted Location	Scene #	Shots	Description	DN	RE	Cast	Pages	Time	Set Location
College Park	36		Paul and Will fight	N	e	1,3	6-4/8	9:00	College Park
***TOTAL NUMBER OF SCENES: TOTAL NUMBER OF PAGES: ***									

DAY/DATE: March 24th	CALL SHEET "Gutter King"			CREW CALL: BREAKFAST @ SET: 7:00AM SHOOTING CALL: 7:30AM LUNCH: 1:00PM					
PRODUCTION DAY: 10									
DIRECTOR: Keith Alan Morris									
1 st A.D.: Melissa Conrad	SUNRISE: 7:23AM	SUNSET: 7:40PM	MOON PHASE:						
SET PHONE: 303-349-6800	WEATHER: 70 degrees and mostly sunny 0 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					
<i>Quote of the Day:</i>									
SHOOTING SCHEDULE									
Scripted Location	Scene #	Shots	Description	DN	WE	Cast	Pages	Time	Set Location
O'Rourke Backyard	38		Paul vs Will	Morning	E	1,3	1 2/8	9:00 am	College Park
Will's Room	37		Bob vs Will	N	I	1,3	1 5/8	6:00 pm	College Park
TALENT									
#	Scripted Name	Talent Name	Pick Up	Location Call	Wardrobe	Make-Up	Shooting Call	SWHIRT/F	Notes
1	Will	Zeb Hartsell					9:00 am	W	
2	Paul	Blake Logan					9:00 am	W	
3	Bob	Casey Clark					6:00 pm	W	
4									
5									
6									
7									
8									
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:	Aaden XGM 2x boom mic, Fasttech LE2 field recorder								
Transportation:	Camera Car & Picture Car								
Wardrobe:	Casual clothes								
ADVANCE SCHEDULE:									
Scripted Location	Scene #	Shots	Description	DN	WE	Cast	Pages	Time	Set Location
O'Rourke Backyard	38	18	Paul threatens Will	D	E	1,3	1 2/8		College Park
Will's Room	37	18	Bob confronts Will	N	I	1,3	1 5/8		College Park
***TOTAL NUMBER OF SCENES: 2 TOTAL NUMBER OF PAGES: 2 7/8 ***									

DAY/DATE: March 25th	CALL SHEET "Gutter King"	CREW CALL: BREAKFAST @ SET: 7:00AM SHOOTING CALL: 7:30AM LUNCH: 1:00PM	
PRODUCTION DAY: 11			
DIRECTOR: Keith Alan Morris			
1 st A.D.: Melissa Conrad	SUNRISE: 7:23AM	SUNSET: 7:40PM	MOON PHASE:
SET PHONE: 303-349-6800	WEATHER: 70 degrees and mostly sunny 0 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

Scripted Location	Scene #	Shots	Description	DW	WE	Cast	Pages	Time	Set Location
O'ROURKE Backyard	36		Paul threatens Will	Morn ing	E	1,3	1,2/8	9:00 am	College Park
Will's Room	37		Bob confronts Will	N	I	1,3	1,5/8	6:00 pm	College Park

TALENT

#	Scripted Name	Talent Name	Pick-Up	Location Call	Wardrobe	Make-Up	Shooting Call	SMW/RT/F	Notes
1	Will	Zeb Heitell					9:00 am	w	
2	Paul	Blake Logan					6:00 am	w	
3	Bob	Casay Clark					6:00 pm	w	
6									
7									
8									

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

SPECIAL DEPARTMENT INSTRUCTIONS

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

ADVANCE SCHEDULE:

Scripted Location	Scene #	Shots	Description	DW	WE	Cast	Pages	Time	Set Location
O'ROURKE BACKYARD	36	16	Paul threatens Will	D	E	1,3	1,2/8		College Park
WILL'S ROOM	37	16	Bob confronts Will	N	I	1,3	1,5/8		College Park

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

DAY/DATE: March 26th		CALL SHEET "Gutter King"			CREW CALL: BREAKFAST @ SET: 7:30AM SHOOTING CALL: 8:30AM LUNCH: 1:00PM					
PRODUCTION DAY: 12										
DIRECTOR: Keith Alan Morris										
1 st A.D.: Melissa Conrad		SUNRISE: 7:21AM	SUNSET: 7:41PM	MOON PHASE:						
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										
Scripted Location	Scene #	Shots	Description	DN	WE	Cast	Pages	Time	Set Location	
O'ROURKE Backyard	42		Bebe backyard	D	E	1,4	1/7/8	10:30 am	College Park	
O'ROURKE Backyard	43		Will/BeBe in hammock discuss Paul	D	E	1,4	1/4/8	10:30 am	College Park	
O'ROURKE Home	44		Paul ignores Will at dinner	E	I	1,2,3	1/8	4:00 pm	College Park	
O'ROURKE Backyard	45		Will sneaks out with BeBe	N	WE	1,4	1	7:00 pm	College Park	
Will's Room	46		Will can't sleep	N	I	1	1	7:00 pm	College Park	
TALENT										
#	Scripted Name	Talent Name	Pick-Up	Location Call	Wardrobe	Make-Up	Shooting Call	SW/HOT/Off	Notes	
1	Will	Zeb Nazzari		9:45			10:00 am	w		
2	Paul	Blake Logan		9:45			3:00 pm	w		
3	BeBe	Erica Ramirez		9:45			10:00 am	w		
6	Bob	Casey Clark		9:45			3:00 pm	w		
7										
8										
EXTRAS: 0								NEEDED FOR: N/A	CALL: N/A	REPORT TO: N/A
SPECIAL DEPARTMENT INSTRUCTIONS										
Art:										
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:	Ardent XGM 2x boom mic, Fostech LE2 field recorder									
Transportation:	Camera Car & Picture Car									
Wardrobe:	Casual clothes, sleep clothes.									
ADVANCE SCHEDULE:										
Scripted Location	Scene #	Shots	Description	DN	WE	Cast	Pages	Time	Set Location	
Paul's Room	47	4	Paul's not sleeping	Morning	I	2,3	4/8	7:00 am	College Park	
College Park	48	3	Will follows Paul, sees Bob	D	E	1,2,3	3/8	2:00 pm	College Park	
***TOTAL NUMBER OF SCENES: 2 TOTAL NUMBER OF PAGES: 7/8 ***										

DAY/DATE: March 27th		CALL SHEET "Gutter King"			CREW CALL: BREAKFAST @ SET: 7:30AM SHOOTING CALL: 8:30AM LUNCH: 1:00PM				
PRODUCTION DAY: 13									
DIRECTOR: Keith Alan Morris									
1 st A.D.: Melissa Conrad		SUNRISE: 7:21AM	SUNSET: 7:41PM	MOON PHASE:					
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									
Scripted Location	Scene #	Shots	Description	DN	RE	Cast	Pages	Time	Set Location
OROURKE Backyard	42	10	Firting	D	E	1,4	1/8	10:30 am	College Park
OROURKE Backyard	43	8	Will/BeBe in hammock discuss Paul	D	E	1,4	1/8	10:30 am	College Park
OROURKE Home	44	2	Paul ignores Will at dinner	E	I	1,2,3	1/8	4:00 pm	College Park
OROURKE Backyard	45	6	Will sneaks out with BeBe	N	SE	1,4	1	7:00 pm	College Park
Will's Room	46	8	Will can't sleep	N	I	1	1	7:00 pm	College Park
TALENT									
#	Scripted Name	Talent Name	Pick-Up	Location Call	Wardrobe	Make-Up	Shooting Call	SUNWOT/d	Notes
1	Will	Zeb Heisel	9:45				10:00 am	w	
2	Paul	Blake Logan	9:45				3:00 pm	w	
3	BeBe	Erica Ramirez	9:45				10:00 am	w	
6	Bob	Casey Clark	9:45				3:00 pm	w	
7									
8									
EXTRAS: 0								NEEDED FOR: NA	
CALL: NA								REPORT TO: NA	
SPECIAL DEPARTMENT INSTRUCTIONS									
Art:									
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:		Asden XGM 2x boom mic, Fastech LE2 field recorder							
Transportation:		Camera Car & Picture Car							
Wardrobe:		Casual clothes, sleep clothes.							
ADVANCE SCHEDULE:									
Scripted Location	Scene #	Shots	Description	DN	RE	Cast	Pages	Time	Set Location
Pauls Room	47	4	Pauls not sleeping	Morn ing	I	2,3	4/8	7:00 am	College Park
College Park	48	3	Will follows Paul, sees Bob	D	E	1,2,3	3/8	2:00 pm	College Park
***TOTAL NUMBER OF SCENES: 2 TOTAL NUMBER OF PAGES: 7/8 ***									

DAY/DATE: March 28th		CALL SHEET "Gutter King"			CREW CALL: BREAKFAST @ SET: 7:30AM SHOOTING CALL: 8:30AM LUNCH: 1:00PM				
PRODUCTION DAY: 14									
DIRECTOR: Keith Alan Morris									
1 st A.D.: Melissa Conrad		SUNRISE: 7:20AM	SUNSET: 7:42PM	MOON PHASE:					
SET PHONE: 303-348-6800		WEATHER: 83 degrees and mostly sunny 0 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									
Scripted Location	Scene #	Shots	Description	DN	WE	Cast	Pages	Time	Set Location
Pauls Room	47	5	Pauls not sleeping	Morn ing	I	2,3	4/8	8:00 am	College Park
College Park	48	3	Will follows Paul, sees Bob	D	E	1,2,3	3/8	3:00 pm	College Park
TALENT									
#	Scripted Name	Talent Name	Pick Up	Location Call	Wardrobe	Make Up	Shooting Call	SW/HRT/rf	Notes
1	Will	Zeb Halsef		2:30 pm			3:00 pm	w	
2	Paul	Blake Logan		7:30 am			8:00 am	w	
3	Bob	Casey Clark		2:30 pm			3:00 pm	W	
6									
7									
8									
EXTRAS: 0		NEEDED FOR: NA	CALL: NA	REPORT TO: NA					
SPECIAL DEPARTMENT INSTRUCTIONS									
Art:									
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:	Aeden XGM 2x boom mic, Fostech LE2 field recorder								
Transportation:	Camera Car & Picture Car								
Wardrobe:	Casual clothes, sleep clothes								
ADVANCE SCHEDULE:									
Scripted Location	Scene #	Shots	Description	DN	WE	Cast	Pages	Time	Set Location
Mills Gym	51	3	George pulls Will aside	E	E	1,2,5	2/8	5:00 PM	SMITH ST
Bob's Truck	52	8	Will/Jacob talk about George	E	I	1,2	1/8	5:00 PM	SMITH ST
***TOTAL NUMBER OF SCENES: 2 TOTAL NUMBER OF PAGES: 1 1/8 ***									

DAY/DATE: March 29th		CALL SHEET "Gutter King"			CREW CALL: BREAKFAST @ SET: 7:30AM SHOOTING CALL: 8:30AM LUNCH: 1:00PM				
PRODUCTION DAY: 15									
DIRECTOR: Keith Alan Morris									
1 st 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 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									
Scripted Location	Scene #	Shots	Description	DN	SE	Cast	Pages	Time	Set Location
Lonely Road	65	4	Will spots BeBe look alike from	D	I	1,4	5/8	1:00 pm	College Park
Londely Road	53	5	Will on bridge	Even ingg	E	1	4/8	5:00 pm	College Park
O'Rourke Backyard	56	11	3 talk	N	E	1,3,4	15/8	7:00 pm	College Park
BeBe's House	57	10	Abuse aftermath	N	E	1,2,3,4	14/8	7:00 pm	College Park
O'Rourke Home	58	12	Willelle argue	N	I	1,2,3,4	15/8	7:00 pm	College Park
TALENT									
#	Scripted Name	Talent Name	Pick-Up	Location Call	Wardrobe	Make-Up	Shooting Call	S/W/H/R/T/F	Notes
1	Will	Zeb Habbal		12:00 pm			1:00 pm	w	
2	Paul	Blake Logan		6:00 pm			7:00 pm	w	
3	Bob	Casey Clark		6:00 pm			7:00 pm	W	
4	BeBe	Erica Ramirez		6:00 pm			7:00 pm	W	
5									
6									
EXTRAS: 0			NEEDED FOR: N/A	CALL: N/A	REPORT TO: N/A				
SPECIAL DEPARTMENT INSTRUCTIONS									
Art:									
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:	Aviden XOM 2x boom mic, Fostech LE2 field recorder								
Transportation:	Camera Car & Picture Car								
Wardrobe:	Casual clothes								
ADVANCE SCHEDULE:									
Scripted Location	Scene #	Shots	Description	DN	SE	Cast	Pages	Time	Set Location
Bob's Truck	59	11	Bob/Will discuss Money	D	I	1,2	15/8	1:00 pm	College Park
***TOTAL NUMBER OF SCENES: 1 TOTAL NUMBER OF PAGES: 15/8 ***									

DAY/DATE: March 30th		CALL SHEET "Gutter King"			CREW CALL: BREAKFAST @ SET: 11:30AM SHOOTING CALL: 12:00PM LUNCH: 1:00PM				
PRODUCTION DAY: 16									
DIRECTOR: Keith Alan Morris									
1 st A.D.: Melissa Conrad		SUNRISE: 7:18AM	SUNSET: 7:43PM	MOON PHASE:					
SET PHONE: 303-349-6800		WEATHER: 81 degrees and scattered thunder storms 40 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									
Scripted Location	Scene #	Shots	Description	DN	BE	Cast	Pages	Time	Set Location
Bobs Truck	59	13	Bob/Will discuss money	0	1	1,2	1-5/6	5:30 pm	College Park
TALENT									
#	Scripted Name	Talent Name	Pick-Up	Location Call	Wardrobe	Make-Up	Shooting Call	SWH/RT/F	Notes
1	Will	Zeb Hartsel		5:30 pm			5:30 pm	w	
2	Bob	Casey Clark		5:30 pm			5:30 pm	w	
3									
4									
5									
6									
EXTRAS:	0	NEEDED FOR:	N/A	CALL:	N/A	REPORT TO:	N/A		
SPECIAL DEPARTMENT INSTRUCTIONS									
Art:									
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:	Aurden XGM 2x boom mic, Fastech LE2 field recorder								
Transportation:	Camera Car & Picture Car								
Wardrobe:	Casual clothes.								
ADVANCE SCHEDULE:									
Scripted Location	Scene #	Shots	Description	DN	BE	Cast	Pages	Time	Set Location
Mills Gym	60	80	Bob coaches Will the fight	0	1	1,2,3 5	5	1:00 pm	College Park
***TOTAL NUMBER OF SCENES: 1 TOTAL NUMBER OF PAGES: 5 ***									

DAY/DATE: March 31 st		CALL SHEET "Gutter King"			CREW CALL:					
PRODUCTION DAY: 17					BREAKFAST @ SET: 11:30AM					
DIRECTOR: Keith Alan Morris					SHOOTING CALL: 12:00AM					
1 st A.D.: Melissa Conrad		SUNRISE: 7:16AM	SUNSET: 7:44PM	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					
Quote of the Day:										
SHOOTING SCHEDULE										
Scripted Location	Scene #	Shots	Description	DN	IE	Cost	Pages	Time	Set Location	
Mills Gym	60	80	Bob coaches Will the fight	D	I	1,2,3 3	5	12:00 pm	College Park	
TALENT										
#	Scripted Name	Talent Name	Pick-Up	Location Call	Wardrobe	Make-Up	Shooting Call	SW/HR/T/RF	Notes	
1	Will	Zeb Haisall		11:30 am			12:00 pm	w		
2	Bob	Casey Clark		11:30 am			12:00 pm	w		
3	BeBe	Erica Ramirez		11:30 am			12:00 pm	W		
4	Paul	Stake Logan		11:30 am			12:00 pm	W		
5										
6										
EXTRAS: 0								NEEDED FOR: NA	CALL: IVA	REPORT TO: IVA
SPECIAL DEPARTMENT INSTRUCTIONS:										
Art:										
Property:		Driveway, shed.								
Camera:		Red-One Camera								
Carp:										
Lighting:		PVC tubes, China balls								
Locations:		House at Smith street, backyard, front yard								
Make-up:		Cuts, scrapes, blood, bruises								
Production:										
Sound:		Aaden XGM 2x boom mic, Fostech LE2 field recorder								
Transportation:		Camera Car & Picture Car								
Wardrobe:		Casual clothes.								
ADVANCE SCHEDULE:										
Scripted Location	Scene #	Shots	Description	DN	IE	Cost	Pages	Time	Set Location	
O'ROURKE Home	61	56	Will narration, garden	D	I	1,2,3 4	3-4/8	12:00 pm	College Park	
Rugby Field	62	7	Paul tackles Will in rugby	D	E	1,3	3/8	3:00 pm	College Park	
***TOTAL NUMBER OF SCENES: 2 TOTAL NUMBER OF PAGES: 5 ***										

DAY/DATE: April 1, 2008		CALL SHEET "Gutter King"			CREW CALL: BREAKFAST @ SET: 9:00AM SHOOTING CALL: 9:30AM LUNCH: 1:30PM				
PRODUCTION DAY: 18									
DIRECTOR: Keith Alan Morris									
1 st 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				
Quote of the Day: "Did I hear...cuddle party?" - Joel									
SHOOTING SCHEDULE									
Scripted Location	Scene #	Shots	Description	DN	WE	Cast	Pages	Time	Set Location
Orouka Home	61	56	Will Narration, garden	Day	I	1,2,3 .4	3/48	10:00AM	804 W. Smith, Orlando FL, 32804
Rugby Field	62	8	Paul tackles will in rugby	Day	E	1,3	3/8	12:00 PM	College Park
***TOTAL NUMBER OF SCENES: 2 TOTAL NUMBER OF PAGES: 3 7/8 ***									
TALENT									
#	Scripted Name	Talent Name	Pick Up	Location Call	Wardrobe	Make Up	Shooting Call	SMW/BOT/IF	Notes
1	Will	Zeb Melvill					10:00am	w	
2	Bob	Casay Clark					10:00am	w	
3	Paul	Blake Logan					10:00am	w	
4	Bebe	Erica Ramirez					10:00am		
7									
8									
EXTRAS: 0							NEEDED FOR: NA	CALL: N/A	REPORT TO: N/A
SPECIAL DEPARTMENT INSTRUCTIONS									
Art:	Photo of Bebe, photo of hills, yearbook, photo of rugby team.								
Property:	Sports car, blindfold, cigarette								
Camera:	Red-One Camera								
Grip:									
Lighting:	PVC tubes, China balls								
Locations:	House at Smith street, backyard, front yard, kitchen, dining room								
Make-up:	Cuts, scrapes, blood, bruises								
Production:									
Sound:	Asden XGM 2x boom mic, Fastech LE2 field recorder								
Transportation:	Camera Car & Picture Car								
Wardrobe:	Bandage for Will, Rugby uniform.								
ADVANCE SCHEDULE:									
Scripted Location	Scene #	Shots	Description	DN	WE	Cast	Pages	Time	Set Location
Orouka Backyard	63	34	Paul tries to get will to fight again	Day	E	1,2,3	1/48	9:00AM	804 W. Smith, Orlando FL, 32804
Orouka Home	64	22	Dream sequence with Bebe	Night	I	1,3,4	1/38	10:00AM	804 W. Smith, Orlando FL, 32804
Bob's Home Office	8	4	Bob on Youtube	Night	I	2	3/8	11:00AM	804 W. Smith, Orlando FL, 32804
College Park	10	4	Will races pitot cars on bike	Night	E	1	3/8	9:00PM	College Park
College Park	15	8	Will follows Bebe to the pool	Day	E	1,4	3/8	11:30AM	College Park
***TOTAL NUMBER OF SCENES: 5 TOTAL NUMBER OF PAGES: 3 6/8 ***									

DAY/DATE: April 2, 2008	CALL SHEET "Gutter King"	CREW CALL: BREAKFAST @ SET: 8:00AM SHOOTING CALL: 8:30AM LUNCH: 1:00PM	
PRODUCTION DAY: 19			
DIRECTOR: Keith Alan Morris			
1 st A.D.: Melissa Conrad	SUNRISE: 7:15AM	SUNSET: 7:45PM	MOON PHASE:
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	

Quote of the Day

SHOOTING SCHEDULE

Scripted Location	Scene #	Shots	Description	DN	WE	Cast	Pages	Time	Set Location
Drouke Backyard	63	24	Paul tries to get will to fight again	Day	E	1,2,3	1,4/8	9:00AM	804 W. Smith, Orlando FL, 32804
Drouke Home	64	22	Dream sequence with Bebe	Night	I	1,3,4	1,3/8	10:00AM	804 W. Smith, Orlando FL, 32804
Bob's Home Office	8	4	Bob on Youtube	Night	I	2	2/8	11:00AM	804 W. Smith, Orlando FL, 32804
College Park	10	4	Will races past cars on bike	Night	E	1	2/8	9:00PM	College Park
College Park	15	6	Will follows Bebe to the pool	Day	E	1,4	3/8	11:30AM	College Park

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

TALENT

#	Scripted Name	Talent Name	Pick-Up	Location Call	Wardrobe	Make-Up	Shooting Call	SMP/WRTrff	Notes
1	Will	Zeb Heitell					9:00am	w	
2	Bob	Casey Clark					9:00am	w	
3	Paul	Bake Logan					9:00am	w	
4	Bebe	Erica Ramirez							
7									
8									

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

SPECIAL DEPARTMENT INSTRUCTIONS

Art:	
Property:	Cigarette, hammock, kitchen.
Camera:	Red-One Camera
Orly:	
Lighting:	PVC tubes, China balls
Locations:	House at Smith street, backyard, front yard
Make-up:	Cuts, scrapes, blood, bruises
Production:	
Sound:	Aaden XGM 2x boom mic, Fostech LE2 field recorder
Transportation:	Camera Car & Picture Car
Wardrobe:	Rugby clothes

ADVANCE SCHEDULE:

Scripted Location	Scene #	Shots	Description	DN	WE	Cast	Pages	Time	Set Location
College Park	36		Paul and Will fight	N	e	1,3	8,4/8	9:00	College Park

*****TOTAL NUMBER OF SCENES: TOTAL NUMBER OF PAGES: *****

DAY 20, 21 MISSING

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APPENDIX G: PRODUCTION REPORTS

DAILY PRODUCTION REPORT – Day 1

	1st Unit	2nd Unit	Rehearsal	Tests	Travel	Holidays	Retakes & Add. Scs.	Total	Schedule	
No. Days Sched	21	21	4	4	2	0	7	59	Ahead	2 pg
No. Days Actual	1	1							Behind	

Title Gutter King Prod. # _____ Date 3/15/08
 Producer Melissa Conrad Director Kath Alan Morris
 Date Started 3/15 Scheduled Finish Date 4/8 Est. Finish Date 4/8

Sets 3
 Location 3
 Crew Call 9:00AM Shooting Call 10:30AM First Shot 10:30AM Lunch 2:00PM To 2:30PM
 1st Shot After Lunch 2:31 2nd Meal 7:30 Ti _____ Camera Wrap _____ Last Person Out _____
 Company dismissed at Studio Location Headquarters Round Trip Mileage 8 Is Today A Designated Day Off? YES NO

SCRIPT SCENES AND PAGES			MINUTES		SETUPS		ADDED SCENES		RETAKE	
SCENES	PAGES	Prev.	Today	Prev.	Today	Prev.	Today	Prev.	PAGES	SCENES
1, 2, 4	10		45		30		N/A		N/A	
Script	85		Total		Total		Total		N/A	
Taken Prev.			Scene No.							
Taken Today	2		5:18							
Taken to Date	1, 2, 4		10:58		Added Scenes		N/A			
To Be Taken	4, 5, 6		12		Retakes		N/A			

CF CARD DOWNLOADS TODAY: 15	
DIGITAL STORAGE (GigaBytes)	
Starting Available	6 TB
Downloaded Today	240 G
Previously Downloaded	n/a
Total Downloaded	240 G
Remaining available	5.76

CAST - WEEKLY & DAY PLAYERS			W	H	MAKEUP VEISE	WORK TIME		MEALS		TRAVEL TIME				STUNT ADJ.
Worked - W	Rehearsal - R	Finished - F	S	F		REPORT ON SET	DISMISS ON SET	OUT	IN	LEAVE FOR LOC.	ARRIVE ON LOC.	LEAVE LOC. FOR	ARRIVE AT HOO.	
Started - S	Hold - H	Test - T	R	T	TR									
Zeb Halsell	Will				SW	7:30am	8:00am	7pm	1pm	1:30pm				
Casey Clark	Rob					7:30am	8:00am	7pm	1pm	1:30pm				
Blake Logan	Paul						11am	7pm	1pm	1:30pm				
Erica Ramirez	BeBe						9am	7pm	1pm	1:30pm				

XX = N.O. 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 _____
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SHOW		PROD#		DATE	
	STAFF & CREW	NAME	STAFF & CREW	NAME	EQUIPMENT
	Production Manager		Gaffer	Matt Hutchens	Cameras
	1st Assistant Director	Melissa Conrad	Best Boy		
	2nd Assistant Director		Electrician		Dolly
	2nd 2nd Assistant Director		Lamp Operator		Crane
	DGA Trainee		Lamp Operator		Condor
	Script Supervisor		Local 40 Man		
	Dialogue Coach				Sound Channel
	Production Coordinator	Devin Shayla	Production Designer	Keith Morris	
	Production Sect'y		Art Director		Video
	Production Accountant		Art Production Assistant		
	Assistant Accountant		Set Designer		Radio Mikes
	Location Manager		Sketch Artist		Walkie-Talkies
	Production Assistant	Ricardo Williams			
	Production Assistant		Construction Coordinator		Dressing Rooms
	Production Assistant		Construction Foreman		Schoolrooms
	Production Assistant		Paint Foreman		Room for Parents
	Director of Photography	Matt Hutchens	Labor Foreman		
	Camera Operator		Construction First Aid		Projector
	Camera Operator				Movie
	SteadyCam Operator		Set Decorator		
	Assistant Cameraman	Walter Marshall	Lead Person		Air Conditioners
	Assistant Cameraman	Max Miller	Swing Crew		Heaters
	Assistant Cameraman		Swing Crew		Wind Machines
	Still Photographer		Swing Crew		
	Cameraman-Process		Draper		
	Projectionist				
			Technical Advisor		
	Mixer		Publicist		
	Boomman	Joel Szymanski			
	Cableman		MEALS		SUPPORT PERSONNEL
	Playback		Caterer: Edt Terry	Sue Zimmerman	Police
	Video Operator		Breakfasts		Motorcycles
			Walking Breakfasts ready	7A	Fireman
			Gals. Coffee		Guard
	Key Grip	Walter Marshall	Lunches ready @1	1:20	Night Watchman
	2nd Grip		Box Lunches		
	Dolly Grip		Second Meal		
	Best Boy Grip				
	Grip				
	Grip				
					VEHICLES
	Greenman		Transportation Coordinator		Production Van
			Transportation Captain		Camera
	S/By Painter		Driver		Grip
	Craftservice		Driver		Electric
	First Aid		Driver		Effects
			Driver		Props
	Special Effects		Driver		Wardrobe
	Special Effects		Driver		Makeup
			Driver		Set Dressing
	Propmaster		Driver		Crew Bus
	Assistant Props		Driver		Honeywagon
	Assistant Props		Driver		Motorhomes
			Driver		Station Wagons
	Costume Designer		Driver		Mini-Buses
	Costume Supervisor		Driver		Standby Cars
	Costumer		Driver		Crew Cabs
	Costumer		Driver		Insert Cars
			Driver		Generators
	Makeup Artist	Devin Shayla	Driver		Water Wagon
	Makeup Artist		Driver		Picture Cars
	Body Makeup				
	Hair stylist		Stunt Coordinator		
	Hair stylist		Wranglers		
			Animal Handlers		Livestock
	Editor				Animals
	Assistant Editor				
	Apprentice Editor				
COMMENTS—DELAYS (EXPLANATIONS)—CAST, STAFF, AND CREW ABSENCE					

DAILY PRODUCTION REPORT – Day 2

	1st Unit	2nd Unit	Rehearsal	Tests	Travel	Holidays	Retakes & Add. Scs	Total	Schedule	
No. Days Sched	21	21	4	4	2	0	7	58	Ahead	2 pg
No. Days Actual	1	1							Behind	

Title Gutter King Prod. # _____ Date 3/15/08
 Producer Melissa Conrad Director Keith Alan Morris
 Date Started 3/15 Scheduled Finish Date 4/8 Est. Finish Date 4/8

Sets 3
 Location 3
 Crew Call 9:00AM Shooting Call 10:30AM First Shot 10:30AM Lunch 2:00PM To 2:30PM
 1st Shot After Lunch 2:31 2nd Meal 7:30 Camera Wrap _____ Last Person Out 11pm
 Company dismissed at: Studio Location Headquarters Round Trip Mileage 6 Is Today A Designated Day Off? YES NO

SCRIPT SCENES AND PAGES			MINUTES		SETUPS		ADDED SCENES		RETAKES		
	SCENES	PAGES	Prev	45	Prev	20	Prev		Prev	PAGES	SCENES
	3,4,5,6	10	Today	45	Today	30	Today	N/A	Today	N/A	
Script	65	84	Total		Total		Total	N/A	Total	N/A	
Taken Prev.	2	3 1/8	Scene No. 2								
Taken Today	2	5 1/8	Same								
Taken to Date	2,3,4,5,6	10 5/8	Added Scenes N/A								
To Be Taken	5,6,12,13	12	Retakes N/A								

CF CARD DOWNLOADS TODAY: 14	
DIGITAL STORAGE (GigaBytes)	
Starting Available	6TB
Downloaded Today	185.2
Previously Downloaded	340
Total Downloaded	455
Remaining available	5.59 TB

CAST - WEEKLY & DAY PLAYERS			W	H	M	T	W	TH	WORKTIME		MEALS		TRAVEL TIME				STUNT ADJ
Wkly - W	Rehearsal - R	Finished - F							REPORT ON SET	DISMISS ON SET	OUT	IN	LEAVE FOR LOC.	ARRIVE ON LOC.	LEAVE LOCATION	ARRIVE AT HDQ.	
Started - S	Hold - H	Test - T	S	P	D	T											
Transit - TR																	
CART	CHARACTER																
Zeb Halsell	Will		SW						7:30am	8:00am	7pm	1pm	1:30pm				
Casey Clark	Bob								7:30am	8:00am	7pm	1pm	1:30pm				
Blake Logan	Paul																
Erica Ramirez	Belle																

XX = N.O. 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	Ag.	MPV	No.	Rate	1st Call	Set Dismiss	Final Dismiss	Ag.	MPV

Assistant Director _____ Production Manager _____
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DAY 3 MISSING

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DAILY PRODUCTION REPORT – Day 4

	1st Unit	2nd Unit	Rehearsal	Tests	Travel	Holidays	Retakes & Add. Scs.	Total	Schedule	
No. Days Sched.	21		4	4	2	0		31	Ahead	
No. Days Actual	1	1	4	4	2	0			Behind	

Title Gutter King _____ Prod. # _____ Date 3/17/08
 Producer Melissa Conrad _____ Director Keith Alan Morris _____
 Date Started 3/15/08 _____ Scheduled Finish Date 4/8/08 _____ Est. Finish Date 4/8/08 _____

Sets O' Rourke front yard, Bob's home office, Paul's room

Location 804 Smith St. _____

Crew Call 9:00AM _____ Shooting Call 10:30AM First Shot 10:30AM _____ Lunch 2:00PM _____ Tr 2:30PM _____

1st Shot After Lunch 2:31 _____ 2nd Meal 7:30 _____ Tr 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

SCRIPT SCENES AND PAGES	MINUTES		SETUPS		ADDED SCENES		RETAKES	
	SCENES	PAGES	Prev.	Today	Prev.	Today	Prev.	Today
	7,119	4,568	45	30	N/A	N/A	N/A	N/A
Script	65	84	45	30	N/A	N/A	N/A	N/A
Taken Prev.			Scene No.					
Taken Today	2	5 1/8						
Taken to Date	2	5 1/8	Added Scenes N/A					
To Be Taken	63	78 7/8	Retakes N/A					

CF CARD DOWNLOADS TODAY: 24	
DIGITAL STORAGE (GigaBytes)	
Starting Available	6 TB
Downloaded Today	343 GB
Previously Downloaded	845 GB
Total Downloaded	988 GB
Remaining available	5.01 TB

CAST - WEEKLY & DAY PLAYERS			W	H	MAKEUP	W/RE	WORK TIME		MEALS		TRAVEL TIME				STUNT ADJ.
Worked - W	Rehearsal - R	Finished - F					REPORT ON SET	DISMISS ON SET	OUT	IN	LEAVE FOR LOC.	ARRIVE ON LOC.	LEAVE LOCATION	ARRIVE AT HDQ.	
Started - S	Hold - H	Test - T	TO												
CAST	CHARACTER														
Zeb Halsell	Will		SW		7:30 A		9:30 A	7:30 P	1 P	1:30 P					
Casey Clark	Bob		SW		7:30 A		9:30 A	7:30 P	1 P	1:30 P					
Blake Logan	Paul		W		8A		9:15 A	3 P	2 P	2:30 P					
Erica Ramirez	Belle		WF												

XX = N.O. 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 _____

DAILY PRODUCTION REPORT – Day 5

	1st Unit	2nd Unit	Rehearsal	Tests	Travel	Holidays	Retakes & Add. Scs.	Total	Schedule	
No. Days Sched.	21		4	4	2	0		31	Ahead	
No. Days Actual	2	1	4	4	2	0			Behind	

Title Gutter King Prod. # _____ Date 3/18/08
 Producer Melissa Conrad Director Kath Allen Morris
 Date Started 3/15/08 Scheduled Finish Date 4/5/08 Est. Finish Date 4/5/08

Sets O'Rourke backyard, O'Rourke home, Front yard, Princeton pool
 Location 804 Smith st.
 Crew Call 9:00AM Shooting Call 10:30AM First Shot 10:30AM Lunch 2:00PM To 2:30PM
 1st Shot After Lunch 2:31 2nd Meal 7:30 To 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

SCRIPT SCENES AND PAGES	MINUTES		SETUPS		ADDED SCENES		RETAKES		
	SCENES	PAGES	Prev.	Today	Prev.	Today	Prev.	Today	
	12, 13, 14, 16	4:48	Today	45	Today	30		N/A	
Script	65	84	Total	45	Total	30	Total	N/A	
Taken Prev.	8	15:48	Scene No.						
Taken Today	4	4:48							
Taken to Date	12	20:48	Added Scenes N/A						
To Be Taken	53	63:48	Retakes N/A						

CF CARD DOWNLOADS TODAY: 14	
DIGITAL STORAGE (GigaBytes)	
Starting Available	6 TB
Downloaded Today	202 GB
Previously Downloaded	888 GB
Total Downloaded	1,090 GB
Remaining available	4.81 GB

CAST - WEEKLY & DAY PLAYERS			W	H	M	H	WORK TIME		MEALS		TRAVEL TIME				STUNT ADJ.
Worked - W	Rehearsal - R	Finished - F					REPORT ON SET	DISMISS ON SET	OUT	IN	LEAVE FOR LOC.	ARRIVE ON LOC.	LEAVE LOCATION	ARRIVE AT HQ	
Started - S	Hold - H	Test - T	R	T											
CAST	CHARACTER		TO	MAKEUP	VOICE										
Zeb Halsell	Will		DW	7:30 A	9:30 A	7:30 P	1 P	1:30 P							
Casey Clark	Bo		DW	7:30 A	9:30 A	7:30 P	1 P	1:30 P							
Blake Logan	Paul		W	8A	8:15 A	3 P	2 P	2:30 P							
Erica Ramirez	BeBe		WF												

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 _____
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DAILY PRODUCTION REPORT – Day 6

	1st Unit	2nd Unit	Rehearsal	Tests	Travel	Holidays	Retakes & Add. Scs.	Total	Schedule	
No. Days Sched	21		4	4	2	0		31	Ahead	
No. Days Actual	8	1	4	4	2	0			Behind	

Title Gutter King _____ Prod. # _____ Date 3/20/08
 Producer Melissa Conrad _____ Director Keith Alan Morris _____
 Date Started 3/15/08 _____ Scheduled Finish Date 4/5/08 _____ Est. Finish Date 4/5/08 _____

Sets O' Bourke backyard, Princeton drive, O' Bourke home
 Location 804 Smith st.
 Crew Call 9:00AM _____ Shooting Call 10:30AM First Shot 10:30AM _____ Lunch 2:00PM _____ To 2:30PM _____
 1st Shot After Lunch 2:31 _____ 2nd Meal 7:30 _____ To 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

SCRIPT SCENES AND PAGES	MINUTES		SETUPS		ADDED SCENES		RETAKE			
	SCENES	PAGES	Prev	Today	Prev	Today	Prev	Today		
	17, 18, 19, 20	4 5/8	Today	45	Today	30	Today	N/A	Today	N/A
Script	85	84	Total	45	Total	30	Total	N/A	Total	N/A
Taken Prev	12	20 1/8	Scene No.							
Taken Today	4	4 3/8								
Taken to Date	16	25 3/8	Added Scenes N/A							
To Be Taken	49	59 5/8	Retakes N/A							

CF CARD DOWNLOADS TODAY: 30	
DIGITAL STORAGE (GigaBytes)	
Starting Available	6 TB
Downloaded Today	401 GB
Previously Downloaded	1,019 GB
Total Downloaded	1,420
Remaining available	4.58 GB

CAST - WEEKLY & DAY PLAYERS			W	H	M	F	S	P	WORKTIME		MEALS		TRAVEL TIME				STUNT ADJ
CAST	CHARACTER	TO							REPORT ON SET	DISMISS ON SET	OUT	IN	LEAVE FOR LOC	ARRIVE ON LOC	LEAVE LOCAL-TOWN	ARRIVE AT POG	
Zeb Halsell	Will	SW	7:30 A	9:30 A	7:30 P	1 P	1:30 P										
Casey Clark	Bob	SW	7:30 A	9:30 A	7:30 P	1 P	1:30 P										
Blake Logan	Paul	W	8A	8:15 A	3 P	2 P	2:30 P										
Erica Ramirez	Belle	WF															

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 _____
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DAILY PRODUCTION REPORT – Day 7

	1st Unit	2nd Unit	Rehearsal	Tests	Travel	Holidays	Retakes & Add. Scs.	Total	Schedule	
No. Days Sched	21		4	4	2	0		31	Ahead	
No. Days Actual	8	1	4	4	2	0			Behind	

Title Gutter King _____ Prod. # _____ Date 3/20/08
 Producer Melissa Conrad _____ Director Keith Alan Morris _____
 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. _____
 Crew Call 9:00AM _____ Shooting Call 10:30AM First Shot 10:30AM _____ Lunch 2:00PM _____ Tr 2:30PM _____
 1st Shot After Lunch 2:31 _____ 2nd Meal 7:30 _____ Tr 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

SCRIPT SCENES AND PAGES				MINUTES		SETUPS		ADDED SCENES		RETAKES	
SCENES	PAGES	Prev	Today	Prev	Today	Prev	Today	Prev	Today	PAGES	SCENES
Today	22 23,24,21	4 1/4	45	45	30	30	N/A	N/A	N/A	N/A	N/A
Script	130	84	Total 90	Total 90	Total 60	Total 60	N/A	Total N/A	Total N/A	N/A	N/A
Taken Prev	12	28 3/4	Scene No. _____								
Taken Today	12	4 3/8									
Taken to Date	24	25 3/8	Added Scenes N/A								
To Be Taken	106	56 5/8	Retakes N/A								

Sound Takes - _____

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			W	H	MAKEUP W/CBE	INFORM TIME		MEALS		TRAVEL TIME				STUNT ADJ
Weekend - W	Rehearsal - R	Finished - F	S	F		REPORT ON SET	DISMISS ON SET	OUT	IN	LEAVE FOR LOC.	ARRIVE ON LOC.	LEAVE LOCAL TOUR	ARRIVE AT HOS.	
Start - S	Hold - H	Test - T	M	T										
CAST			CHARACTER											
Zeb Halsell	Will		SW		7:30 A	9:30 A	7:30 P	1 P	1:30 P					
Casey Clark	Bob		SW		7:30 A	9:30 A	7:30 P	1 P	1:30 P					
Blake Logan	Paul		W	SA	8:15 A	3 P	2 P	2:30 P						
Erica Ramirez	Belle													

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 _____

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DAY 8 MISSING

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DAILY PRODUCTION REPORT – Day 9

	1st Unit	2nd Unit	Rehearsal	Tests	Travel	Holidays	Retakes & Add. Scs.	Total	Schedule	
No. Days Sched	21		4	4	2	0		31	Ahead	
No. Days Actual	21	1	4	4	2	0			Behind	

Title Gutter King Prod. # _____ Date 3/22/08
 Producer Melissa Conrad Director Keith Alan Morris
 Date Started 3/15/08 Scheduled Finish Date 4/5/08 Est. Finish Date 4/5/08

Sets O' Rourke backyard, Princeton drive, O' Rourke home
 Location 804 Smith st.
 Crew Call 10:00AM Shooting Call 10:30AM First Shot 10:35AM Lunch 2:00PM To 2:30PM
 1st Shot After Lunch 2:45 2nd Meal 7:30 To 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

SCRIPT SCENES AND PAGES			MINUTES		SETUPS		ADDED SCENES		RETAKE	
SCENES	PAGES	Prev	Today	Prev	Today	Prev	Today	Prev	Today	SCENES
Today	31,32,33,34,35	4:48	4:28	329	41	0	4	N/A	N/A	
Script	85	Total 84	Total 84	Total 369	Total 4	Total N/A	Total N/A			
Taken Prev	30	28:58	Scene No.							
Taken Today	5	4:78								
Taken to Date	35	33:58	Added Scenes N/A							
To Be Taken	29	50:39	Retakes N/A							

Sound Takes - _____

CF CARD DOWNLOADS TODAY: 19	
DIGITAL STORAGE (GigaBytes)	
Starting Available	6 TB
Downloaded Today	237 G
Previously Downloaded	1,660 G
Total Downloaded	1,897 G
Remaining available	4.1 TB

CAST - WEEKLY & DAY PLAYERS			W	H	MAKEUP W/CBE	INCOME		MEALS		TRAVEL TIME				STUNT ADJ
Weekend - W	Rehearsal - R	Finished - F	S	P		REPORT ON SET	DISMISS ON SET	OUT	IN	LEAVE FOR LOC.	ARRIVE ON LOC.	LEAVE LOCAL TOUR	ARRIVE AT HOS.	
Start - S	Hold - H	Test - T	M	T										
CAST CHARACTER														
Zeb Halsell	Will		W		SA	SA	7:30 P	1 P	1:30 P					
Casey Clark	Bob		W		SA	SA	7:30 P	1 P	1:30 P					
Blake Logan	Paul		W		SA	SA	3 P							
Erica Ramirez	Belle													

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 _____
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DAILY PRODUCTION REPORT – Day 10 out of 21

	1st Unit	2nd Unit	Rehearsal	Tests	Travel	Holidays	Retakes & Add. Scs.	Total	Schedule	
No. Days Sched	21		4	4	2	0		31	Ahead	
No. Days Actual	21	1	4	4	2	0			Behind	

Title Gutter King _____ Prod. # _____ Date 3/22/08
 Producer Melissa Conrad _____ Director Keith Alan Morris _____
 Date Started 3/15/08 _____ Scheduled Finish Date 4/5/08 _____ Est. Finish Date 4/5/08 _____

Sets O' Bourke backyard, Princeton drive, O' Bourke home
 Location 804 Smith st _____
 Crew Call 10:00AM _____ Shooting Call 10:30AM First Shot 10:35AM _____ Lunch 2:00PM _____ Tr 2:30PM _____
 1st Shot After Lunch 2:45 _____ 2nd Meal 7:30 _____ Tr 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

SCRIPT SCENES AND PAGES	MINUTES		SETUPS		ADDED SCENES		RETAKES		
	SCENES	PAGES	Prev	Today	Prev	Today	Prev	Today	
Today	33,34,38	5 2/8	4 2/8	4 2/8	400	25	4	0	
Script	85	84	Total 84	Total 84	Total 425	Total 425	Total 4	Total 4	
Taken Prev.	44	38	Scene No.						
Taken Today	3	5 2/8							
Taken to Date	47	38	Added Scenes N/A						
To Be Taken	18	46	Retakes N/A						

CF CARD DOWNLOADS TODAY: 10	
DIGITAL STORAGE (GigaBytes)	
Starting Available	6 TB
Downloaded Today	180
Previously Downloaded	2,085 GB
Total Downloaded	180
Remaining available	180

CAST - WEEKLY & DAY PLAYERS			W	H	MAKEUP	VOICE	WORK TIME		MEALS		TRAVEL TIME			STUNT ADJ.	
Weekend - W	Rehearsal - R	Finished - F					REPORT ON SET	DISMISS ON SET	OUT	IN	LEAVE FOR LOC.	ARRIVE ON LOC.	LEAVE LOCALION		ARRIVE AT HOL.
Started - S	Hold - H	Test - T													
Travel - TR															
CAST	CHARACTER	TR													
Zeb Halsell	Will		W		SA	SA	7:30 P		1 P	1:30 P					
Casey Clark	Bob		W		SA	SA	7:30 P		1 P	1:30 P					
Blake Logan	Paul		W		SA	SA	3 P								
Erica Ramirez	Belle														

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 _____

DAILY PRODUCTION REPORT – Day 11 of 21

	1st Unit	2nd Unit	Rehearsal	Tests	Travel	Holidays	Retakes & Add. Scs.	Total	Schedule	
No. Days Sched	21		4	4	2	0		31	Ahead	
No. Days Actual	21	1	4	4	2	0			Behind	

Title Gutter King _____ Prod. # _____ Date 3/25/08
 Producer Melissa Conrad _____ Director Keith Alan Morris _____
 Date Started 3/15/08 _____ Scheduled Finish Date 4/5/08 _____ Est. Finish Date 4/6/08 _____

Sets O' Route backyard, Princeton drive, O' Route home

Location 804 Smith st _____

Crew Call 10:00AM _____ Shooting Call 10:30AM First Shot 11:35AM _____ Lunch 4:00PM _____ Tr 4:30PM _____

1st Shot After Lunch 4:45 _____ 2nd Meal 9:00 _____ Tr 10:00 _____ Camera Wisp 2:45am _____ Last Person Out 3:00am _____

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

SCRIPT SCENES AND PAGES			MINUTES		SETUPS		ADDED SCENES		RETAKES		
	SCENES	PAGES	Prev.	32:21	Prev.	404	Prev.	4	Prev.	PAGES	SCENES
Today	37:38	27/8	Today	2:48	Today	15	Today	0	Today	N/A	
Script	85	84	Total	84	Total	419	Total	4	Total	N/A	
Taken Prev.	44		Scene No.								
		38 1/8									
Taken Today	2	27/8									
Taken to Date	46	41	Added Scenes N/A								
To Be Taken	19	43	Retakes N/A								

CF CARD DOWNLOADS TODAY: 13

DIGITAL STORAGE (GigaBytes)

Starting Available	6 TB
Downloaded Today	87 GB (394cu)
Previously Downloaded	949 GB
Total Downloaded	T80
Remaining available	T80

CAST - WEEKLY & DAY PLAYERS			W	H		WORKTIME		MEALS		TRAVEL TIME				STUNT ADJ.
Worked - W	Rehearsal - R	Finished - F	S	P		REPORT ON SET	DISMISS ON SET	OUT	IN	LEAVE FOR LOC.	ARRIVE ON LOC.	LEAVE LOCAL TOUR	ARRIVE AT HOL.	
Started - S	Hold - H	Test - T	D	T										
Travel - TR														
CAST	CHARACTER		TO	MAKEUP	VOICE									
Zeb Halsell	Will		W	SA	SA	7:30 P		1 P	1:30 P					
Casey Clark	Bob		W	SA	SA	7:30 P		1 P	1:30 P					
Blake Logan	Paul		W	SA	SA	3 P								
Erica Ramirez	Belle													

XX = N.O. 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 _____

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DAILY PRODUCTION REPORT – Day 12 of 21

	1st Unit	2nd Unit	Rehearsal	Tests	Travel	Holidays	Retakes & Add. Scs.	Total	Schedule	
No. Days Sched	21		4	4	2	0		31	Ahead	
No. Days Actual	21	1	4	4	2	0			Behind	

Title Gutter King Prod. # _____ Date 3/26/08
 Producer Melissa Conrad Director Keith Alan Morris
 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
 Crew Call 12:00PM Shooting Call 12:30AM First Shot 12:55AM Lunch 3:00PM To 3:30PM
 1st Shot After Lunch 3:45 2nd Meal 8:30 To 10:0M Camera Wrap 1:15am Last Person Out 1:45am
 Company dismissed at Studio Location Headquarters Round Trip Mileage _____ Is Today A Designated Day Off? YES NO

SCRIPT SCENES AND PAGES	MINUTES		SETUPS		ADDED SCENES		RETAKEs	
	SCENES	PAGES	Prev	Today	Prev	Today	Prev	Today
Today	39:40:41	4 1/8	32:21	4:12	419	20	4	0
Script	65	84	Total	84	Total	439	Total	4
Retakes								
Retakes Today								
Retakes to Date								
Retakes to Be Taken								

CF CARD DOWNLOADS TODAY - 14	
DIGITAL STORAGE (GigaBytes)	
Starting Available	6 TB
Downloaded Today	97 GB (38%)
Previously Downloaded	949 GB
Total Downloaded	1TB
Remaining available	180

CAST - WEEKLY & DAY PLAYERS			W	H	MAKEUP VOCAL	WORKTIME		MEALS		TRAVEL TIME				STUNT ADJ
Worked - W	Rehearsal - R	Finished - F	S	P		REPORT ON SET	DISMISS ON SET	OUT	IN	LEAVE FOR LOC.	ARRIVE ON LOC.	LEAVE LOCAL- TION	ARRIVE AT HOL	
Started - S	Hold - H	Test - T	S	T										
CAST	CHARACTER		TO											
Zeb Halsell	Will		W	SA	SA	7:30 P	1 P	1:30 P						
Casey Clark	Bob		W	SA	SA	7:30 P	1 P	1:30 P						
Blake Logan	Paul		W	SA	SA	3 P								
Erica Ramirez	Belle													

XX = N.O. 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 _____
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DAILY PRODUCTION REPORT – Day 13 of 21

	1st Unit	2nd Unit	Rehearsal	Tests	Travel	Holidays	Retakes & Add. Scs.	Total	Schedule	
No. Days Sched	21		4	4	2	0		31	Ahead	
No. Days Actual	21	1	4	4	2	0			Behind	

Title Gutter King Prod. # _____ Date 3/27/08
 Producer Melissa Conrad Director Keith Alan Morris
 Date Started 3/15/08 Scheduled Finish Date 4/5/08 Est. Finish Date 4/5/08

Sets O' Bourke backyard, Princeton drive, O' Bourke home
 Location 804 Smith st.
 Crew Call 12:00PM Shooting Call 12:30PM First Shot 12:40AM Lunch 3:00PM Tr 3:30PM
 1st Shot After Lunch 3:45 2nd Meal 8:00 Tr 8:30 PM Camera Wrap 9:00pm Last Person Out 10:00pm
 Company dismissed at: Studio Location Headquarters Round Trip Mileage _____ Is Today A Designated Day Off? YES NO

SCRIPT SCENES AND PAGES				MINUTES		SETUPS		ADDED SCENES		RETAKES	
	SCENES	PAGES	Prev	Today	Prev	Today	Prev	Today	Prev	PAGES	SCENES
Today	42,43,44, 45,46	5,4/8	5:28		4:39	35	4	0		N/A	
Script	85	84	Total 84		Total 474		Total 4		Total N/A		
Taken Prev	49	45 1/8	Scene No.								
Taken Today	5	5,4/8									
Taken to Date	54	50 5/8	Added Scenes N/A								
To Be Taken	11	33 3/8	Retakes N/A								

Sound Takes -

CF CARD DOWNLOADS TODAY:	
DIGITAL STORAGE (GigaBytes)	
Starting Available	6 TB
Downloaded Today	87 GB (38%)
Previously Downloaded	849 GB
Total Downloaded	TBD
Remaining available	TBD

CAST - WEEKLY & DAY PLAYERS												
CAST	CHARACTER	W H		WARD/MPV	INCR/TIME		MEALS		TRAVEL TIME			STUNT ADJ
		S P	R T		REPORT ON/SET	DISMISS ON/SET	OUT	IN	LEAVE FOR LOC	ARRIVE ON/LOC	LEAVE LOCAL FOR	
Zeb Halsell	Will	W	SA	SA	7:30 P	1 P	1:30 P					
Casey Clark	Bob	W	SA	SA	7:30 P	1 P	1:30 P					
Blake Logan	Paul	W	SA	SA	3 P							
Erica Ramirez	Belle											

XX = N.D. BREAKFAST * = DISMISS TIME INCLUDES 15 MIN. MAKEUP /WARD. REMOVAL
 X = NOT PHOTOGRAPHED S = SCHOOLS 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 _____
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DAILY PRODUCTION REPORT – Day 14 of 21

	1st Unit	2nd Unit	Rehearsal	Tests	Travel	Holidays	Retakes & Add. Scs.	Total	Schedule	
No. Days Sched	21		4	4	2	0		31	Ahead	
No. Days Actual	21	1	4	4	2	0			Behind	

Title/Gutter King _____ Prod. # _____ Date 3/28/08
 Producer Melissa Conrad _____ Director Keith Alan Morris _____
 Date Started 3/15/08 _____ Scheduled Finish Date 4/5/08 _____ Est. Finish Date 4/5/08 _____

Sets O' Bourke backyard, Princeton drive, O' Bourke home
 Location 804 Smith st _____
 Crew Call 12:00PM _____ Shooting Call 12:30PM First Shot 12:40AM _____ Lunch 3:00PM _____ Tr 3:30PM _____
 1st Shot After Lunch 3:45 _____ 2nd Meal 8:00 _____ Tr 9:30 PM _____ Camera Wrap 10:00pm _____ Last Person Out 11:45pm _____
 Company dismissed at: Studio Location Headquarters Round Trip Mileage _____ Is Today A Designated Day Off? YES NO

SCRIPT SCENES AND PAGES				MINUTES		SETUPS		ADDED SCENES		RETAKES	
	SCENES	PAGES	Prev	Today	Prev	Today	Prev	Today	Prev	PAGES	SCENES
Today	47,48,52, 51	2	41:51	5:28	474	20	4	0	N/A		
Script	85	84	Total	84	Total	494	Total	4	Total	N/A	
Taken Prev	54	50 5/8	Scene No.								
Taken Today	4	2									
Taken to Date	58	52 5/8	Added Scenes N/A								
To Be Taken	7	31 3/8	Retakes N/A								

Sound Takes -

CF CARD DOWNLOADS TODAY:

DIGITAL STORAGE (GigaBytes)	
Starting Available	6 TB
Downloaded Today	GB (344b)
Previously Downloaded	949 GB
Total Downloaded	TBD
Remaining available	TBD

CAST - WEEKLY & DAY PLAYERS			W	H	MAKEUP WORE	INCOME		MEALS		TRAVEL TIME				STUNT ADJ
Worked - W	Rehearsal - R	Finished - F	S	P		REPORT ON SET	DISMISS ON SET	OUT	IN	LEAVE FOR LOC.	ARRIVE ON LOC.	LEAVE LOCAL TOUR	ARRIVE AT HOJ	
Started - S	Held - H	Test - T	R	T										
CAST CHARACTER			W		12 PM	12 PM	11:30 P	3 P	3:30 P					
Zeb Halsell	Will													
Casey Clark	Bob													
Blake Logan	Paul													
Erica Ramirez	Belle													

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

DAY 15 MISSING

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DAILY PRODUCTION REPORT – Day 16 of 21

	1st Unit	2nd Unit	Rehearsal	Tests	Travel	Holidays	Retakes & Add. Scs.	Total	Schedule
No. Days Sched	21		4	4	2	0		31	Ahead
No. Days Actual	21	1	4	4	2	0			Behind

Title Gutter King Prod. # _____ Date 3/20/08
 Producer Melissa Conrad Director Keith Alan Morris
 Date Started 3/15/08 Scheduled Finish Date 4/9/08 Est. Finish Date 4/9/08

Sets O' Bourke backyard, Princeton drive, O' Bourke home
 Location 804 Smith st
 Crew Call 6:00PM Shooting Call 8:30PM First Shot 6:45PM Lunch _____ TR _____
 1st Shot After Lunch _____ 2nd Meal 9:30 TR 10:00 PM Camera Wrap 12:00am Last Person Out 12:30am
 Company dismissed at Studio Location Headquarters Round Trip Mileage _____ Is Today A Designated Day Off? YES NO

SCRIPT SCENES AND PAGES		MINUTES		SETUPS		ADDED SCENES		RETAKES		
								PAGES	SCENES	
Today	SCENES	PAGES	Prev	47:59	Prev	494	Prev	4	Prev	
	65,148.5	6:28	Today	8:28	Today	30	Today	0	Today	N/A
Script	85	84	Total	84	Total	524	Total	4	Total	N/A
Taken Prev.	58	52:58	Scene No.							
Taken Today	8	6:28								
Taken to Date	58	58:78	Added Scenes N/A							
To Be Taken	7	26:49	Retakes N/A							

CF CARD DOWNLOADS TODAY:	
DIGITAL STORAGE (GigaBytes)	
Starting Available	6 TB
Downloaded Today	0B (394u)
Previously Downloaded	94B GB
Total Downloaded	TBD
Remaining available	TBD

CAST - WEEKLY & DAY PLAYERS			W	H	M	T	W	WORKTIME		MEALS		TRAVEL TIME			STUNT ADJ.	
Weekend - W	Rehearsal - R	Pushed - P						REPORT ON SET	DISMISS ON SET	OUT	IN	LEAVE FOR LOC	ARRIVE ON LOC	LEAVE LOCK-TOUR		ARRIVE AT HDQ
Started - S	Hold - H	Told - T														
Travel - TR																
CART	CHARACTER	TR	W	H	M	T	W	REPORT ON SET	DISMISS ON SET	OUT	IN	LEAVE FOR LOC	ARRIVE ON LOC	LEAVE LOCK-TOUR	ARRIVE AT HDQ	STUNT ADJ.
Zeb Halsell	Will		W					12PM	12PM	8:30 P	3 P	3:30 P				
Casey Clark	Bob		W					12PM	12PM	8:30 P	3 P	3:30 P				
Blake Logan	Paul		W					12PM	12PM	8 PM	3 P	3:30 P				
Erica Ramirez	Belle															

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

EXTRA TALENT													
No.	Rate	1st Call	Get Dismiss	Final Dismiss	Adj.	MPV	No.	Rate	1st Call	Get Dismiss	Final Dismiss	Adj.	MPV

Assistant Director _____ Production Manager _____
 © ELH

DAILY PRODUCTION REPORT – Day 17 of 21

	1st Unit	2nd Unit	Rehearsal	Tests	Travel	Holidays	Retakes & Add. Scs.	Total	Schedule	
No. Days Sched	21		4	4	2	0		31	Ahead	
No. Days Actual	21	1	4	4	2	0			Behind	

Title Gutter King Prod. # _____ Date 3/20/08
 Producer Melissa Conrad Director Keith Alan Morris
 Date Started 3/15/08 Scheduled Finish Date 4/9/08 Est. Finish Date 4/6/08

Sets O' Bourke backyard, Princeton drive, O' Bourke home
 Location 804 Smith st.
 Crew Call 6:00PM Shooting Call 8:30PM First Shot 6:45PM Lunch _____ TR _____
 1st Shot After Lunch _____ 2nd Meal 9:30PM TR 10:00 PM 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	MINUTES		SETUPS		ADDED SCENES		RETAKES		
	SCENES	PAGES	Prev.	Today	Prev.	Today	Prev.	Today	
Today	58	1 5/8	53.97	1.28	524	10	4	0	
Script	65	84	Total 84	Total 84	Total 534	Total 4	Total 4	Total N/A	
Taken Prev	53	58 2/8	Scene No.						
Taken Today	1	1 5/8							
Taken to Date	54	58 7/8	Added Scenes N/A						
To Be Taken	11	24 3/8	Retakes N/A						

Sound Takes - _____

CF CARD DOWNLOADS TODAY:	
DIGITAL STORAGE (Gigabytes)	
Starting Available	6 TB
Downloaded Today	282.6 GB by
Previously Downloaded	4030.6 GB
Total Downloaded	4,313.2 GB
Remaining available	1.68 TB

CAST - WEEKLY & DAY PLAYERS			W	H	M	T	WORK TIME		MEALS		TRAVEL TIME				STUNT ADJ.
CARE	CHARACTER	MPV					REPORT ON SET	DISMISS ON SET	OUT	IN	LEAVE FOR LOC.	ARRIVE ON LOC.	LEAVE LOCATION	ARRIVE AT HQ	
Zeb Halsell	Will		W		8PM	8PM	12:30 P	3 P	3:30 P						
Casey Clark	Bob		W		8PM	8PM	12:30 P	3 P	3:30 P						
Blake Logan	Paul		W		8PM	8PM	12:30 P	3 P	3:30 P						
Erica Ramirez	Belle														

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 18 of 21

	1st Unit	2nd Unit	Rehearsal	Tests	Travel	Holidays	Retakes & Add. Scs.	Total	Schedule	
No. Days Sched	21		4	4	2	0		31	Ahead	
No. Days Actual	21	1	4	4	2	0			Behind	

Title Gutter King _____ Prod. # _____ Date 3/21/08
 Producer Melissa Conrad _____ Director Keith Alan Morris _____
 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. _____
 Crew Call 5:00PM _____ Shooting Call 5:30PM First Shot 5:45PM _____ Lunch _____ TR _____
 1st Shot After Lunch _____ 2nd Meal 8:30PM _____ TR 10:00 PM _____ Camera Wrap 12:30am _____ 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			MINUTES		SETUPS		ADDED SCENES		RETAKES	
SCENES	PAGES	Prev	Today	Prev	Today	Prev	Today	Prev	Today	SCENES
Today	2	3 7/8	3.52	17	524	4	1	N/A		
Script	65	84	Total 84	Total 551	Total 5	Total N/A				
Taken Prev	59	59 7/8	Scene No.							
Taken Today	2	3 7/8								
Taken to Date	56	63 1/8	Added Scenes N/A							
To Be Taken	9	21 6/8	Retakes N/A							

Sound Takes -

CF CARD DOWNLOADS TODAY:	
DIGITAL STORAGE (GigaBytes)	
Starting Available	6 TB
Downloaded Today	282.6 GB by
Previously Downloaded	4030.6 GB
Total Downloaded	4,313.2 GB
Remaining available	1.68 TB

CAST - WEEKLY & DAY PLAYERS			W	H	WAKEUP		MEALS		TRAVEL TIME			STUNT ADJ.	
Worked - W	Rehearsal - R	Finished - F	S	P	WAKEUP	WAKEUP	OUT	IN	LEAVE FOR LOC.	ARRIVE ON LOC.	LEAVE LOCATION		ARRIVE AT HQ
Started - S	Hold - H	Test - T	S	T	REPORT ON SET	DISMISS ON SET							
Travel - TR			TO										
CASE	CHARACTER												
Zeb Halsell	Will		W		6PM	6PM	12:30 P	3 P	3:30 P				
Casey Clark	Bob		W		6PM	6PM	12:30 P	3 P	3:30 P				
Blake Logan	Paul		W		6PM	6PM	12:30 P	3 P	3:30 P				
Erica Ramirez	Belle												

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

DAY 19 MISSING

We finished principal photography early and used Day 19, 20, and 21 for unscripted improvisation scenes.

APPENDIX H: FINAL COST REPORT

CATEGORY	BUDGET	ACTUAL	DIFFERENCE
1400 Talent	1500	0300	-1200
1700 Travel & Living	0500	1000	0500
2000 Prod Staff	0500	0000	-0500
2200 Set Design	1500	0000	-1500
2500 Set Operations	0000	2300	2300
2600 Lighting	0000	0000	0000
2700 Camera	0000	0000	0000
3200 Sound	0000	1500	1500
3000 Wardrobe	0500	0000	-0500
3100 Makeup/Hair	0500	1500	1000
Total	5000	6600	1500

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 RETAKE 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 days' 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 INTERRUPTION 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.

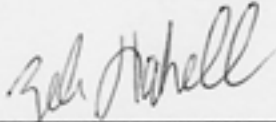
11. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED BY THIS AGREEMENT, WHETHER 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 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: [talent]
Date: 8-16-08

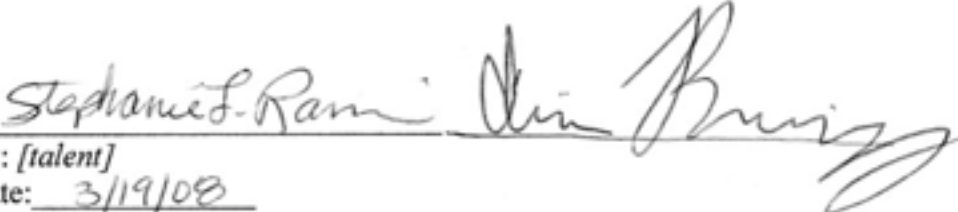
Gutter King, LLC

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 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: *[talent]*
Date: 3/19/08

Gutter King, LLC


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 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: *[talent]*
Date: 3-18-08

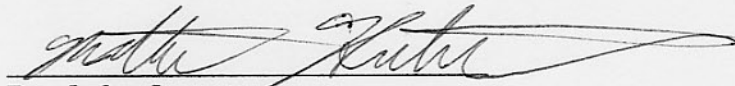
Gutter King, LLC

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 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.

A handwritten signature in black ink, appearing to read "Gutter King", written over a horizontal line.

By: [talent]

Date: 8-15-08

Gutter King, LLC

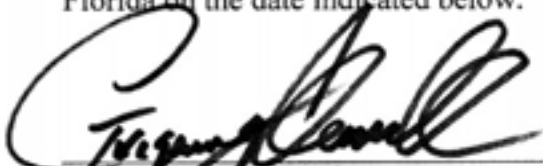
By: Keith A. Morris, Manager

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.

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Each party to this agreement has caused it to be executed in Orlando, Orange County, Florida on the date indicated below.


By: [signature]
Date: 05/06/08


Gutter King Film, LLC


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 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: [talent] RICARDO WILLIAMS
Date: 9-12-08

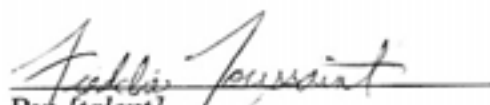
Gutter King, LLC

By: Keith A. Morris, Manager
Date: 3-12-08

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 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: *[talent]*
Date: 8/16/08

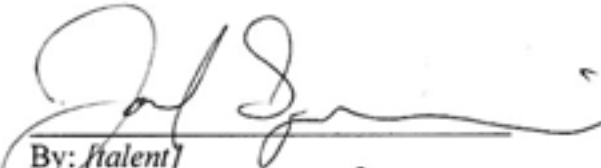
Gutter King, LLC

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 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: *(talent)*
Date: 8-15-08


Gutter King, LLC

By: Keith A. Morris, Manager
Date: _____

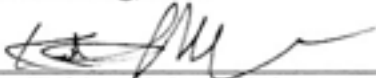
13. **Expenses.** Each party shall bear its own costs in connection with this transaction, including, but not limited to, the fees of attorneys, accountants and other professional fees.

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By: *[talent]*
Date: 8/15/08

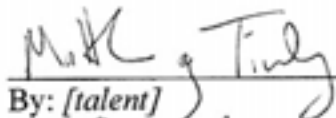
Gutter King, LLC


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.

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Each party to this agreement has caused it to be executed in Orlando, Orange County, Florida on the date indicated below.


By: *[talent]*
Date: 8.15.08

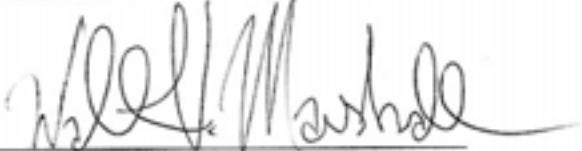
Gutter King, LLC

By: Keith A. Morris, Manager
Date: _____

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Each party to this agreement has caused it to be executed in Orlando, Orange County, Florida on the date indicated below.



By: *[talent]*
Date: 8/23/08

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 ²⁰ ~~12~~ day of ^{April} ~~January~~, 2008 by and Gutter King Group LLC, (hereinafter "Company"), and *Gregory Kerrel* an individual, (hereinafter Independent "Contractor").

RECITALS

A. Company has agreed to engage *Gregory Kerrel* 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 betatest 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 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: Gregory Kerrick

(Name) ~~Michael~~ Gregory Kerrick (Federal tax ID #)

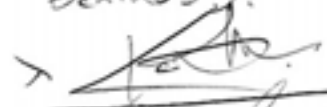
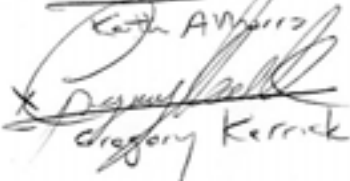
(Address) ~~5000 Dunwoody Court~~ 1390 Northgate Circle Apt. D100

(City) Orlando

(State) FL (Zip) ~~32839~~ 32705

(Email) ~~m.kerrick@gutterking.com~~ Director@GK@aol.com

(Telephone) ~~305-285-1200~~ (305) 479-9052

Footage not to be posted online or shipped out as a reel; Only in person screenings & always retain the footage. (no leave-behinds).
X 
Keith Amadio
X 
Gregory Kerrick

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.

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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.

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Miscellaneous.

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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

~~Michael S...~~
(Signature)

[Handwritten Signature]

by: ~~Michael S...~~

Derek Rowe

(Name) ~~Michael S...~~

(Federal tax ID #)

(Address) ~~1994 Sir Lancelot Circle~~

(City) Orlando

(State) FL (Zip) ~~32808~~

(Email) ~~rowe.derek@gmail.com~~ rowe.derek@gmail.com

(Telephone) ~~407-873-6091~~ 407-873-6091

No showing footings,
cuts, edits
without K. Morris'
(dir) approval.
No mailings, web,
etc. to be used
in any promotional
(self included)
until full theatrical
release or permission
by the director, Keith
Alan Morris
x *[Signature]*
Keith Alan
Morris
x *[Signature]*
Derek Rowe

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: [Signature] EDRANKO MENDOVA
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. J. McKenna
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.

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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.

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By: 
Signature of Authorized Property Representative

Date: 08-14-2008

W

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).

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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.

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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
6440 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 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.

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By: Nikadena Santonino
Signature of Authorized Property Representative

Date: July 22, 2008

GROUP RELEASE

FOR END CREDITS-"GUTTER KING" FILM LLC

Steel Mill

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.

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 (PLEASE WRITE LEGIBLY)	ADDRESS (USE 2 LINES IF NEEDED)	SOC. SEC. # (LEGIBLE) EMAIL
EDWARD RIVERA		
Rafael Ochoa		
Dominic Porreca		
JAMES GALLEGO		
Sean Dickinson	PO Box 90 Sanford FL 32772	
DANIEL FOWLER	1918 Courland St Orlando FL 32804	

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		OP ID FR UNIVOP2	DATE (MM/DD/YYYY) 03/17/08
PRODUCER Tanenbaum Harber of Florida 2900 SW 149th Avenue Miramar FL 33027-6605 Phone: 954-883-2900 Fax: 954-517-7400		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED University of Central Florida Film Department, Comm 121 4000 Central Florida Blvd. Orlando FL 32816		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Redland Insurance Company	
		INSURER B: Praetorian Insurance Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Addl Ins <input checked="" type="checkbox"/> Per Proj Aggregat GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	R0002CP00007100	08/28/07	08/28/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 1,000,000 Empl Ben Excluded
A X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	R0002CP00007100	08/28/07	08/28/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Included
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	R0002WC00000800	08/28/07	08/28/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
B	Property Section	R0002CP00007100	08/28/07	08/28/08	Rented Eq \$600,000 deduct: \$3,000

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 UFO0TE1 UFO-TECH 804 West Smith St. Orlando FL 32804	CANCELLATION 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. AUTHORIZED REPRESENTATIVE <i>Carol R. Lewis Alona</i>
--	--

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	ADDRESS	SOC. SEC. #
<u>Jason Clark</u>	<u>Jason Clark 2595 Cypress Ln. Kiss. Fl.</u>	<u>34746</u>
<u>Benjamin Lesley</u>	<u>Benjamin Lesley 4264 B Sawyer Cir.</u>	<u>34772</u>
<u>Eliomar Figueroa</u>	<u>Eliomar Figueroa P.O. Box 701840 St. Cloud Fl.</u>	<u>34770</u>
<u>Coody Parker</u>	<u>Coody Parker 1624 Cypress woods circle st. Cloud</u>	<u>34772</u>
<u>Michael Braud</u>	<u>Michael Braud 4820 E Michigan Street</u>	<u>34772</u>
<u>Jack Clark</u>	<u>JACK CLARK 2595 CYPRESS LANE</u>	<u>34746</u>
<u>Michael Braud</u>	<u>(404) 323-1141 gumbyat1@hotmail.com</u>	
<u>JACK CLARK</u>	<u>407-791-6211</u>	
<u>Eliomar Figueroa</u>	<u>(321) 276-7980</u>	
<u>Ben Lesley</u>	<u>(407)-791-4246 BenjaminLesley@gmail.com</u>	
<u>Coody Parker</u>	<u>407-922-8047 Night breed 504@Hotmail.com</u>	
<u>Jason Clark</u>	<u>407-694-8434 hybrid-ma@yahoo.com</u>	

Rel #04

GROUP RELEASE

FOR END CREDITS-"GUTTER KING" FILM LLC

JUNKYARD

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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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 (PLEASE WRITE LEGIBLY)	ADDRESS (USE 2 LINES IF NEEDED)	SOC. SEC. # (LEGIBLE) EMAIL
<i>Kid</i> <i>Bikini</i> John Jones	John Jones	
	LA	
Rhonda Warner	5422 Ham Dr. Orlando	
Michael Sheffer	1111 11th St	
William Welch		
Steven Martell		
Robert Simmons		
<i>Big Boy</i> June MacLachlan	P.O. Box 608189 Orl	32862
Carl Hickox	3054 Anastasia Ct	Apptn 32003
Jim Hartaway	409 Lockwood dr.	

Rel #04

FIGHT 2
JUNKYARD

GROUP RELEASE

FOR END CREDITS-"GUTTER KING" FILM LLC

SIGN LEGIBLY

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NAME (PLEASE WRITE LEGIBLY)	ADDRESS (USE 2 LINES IF NEEDED)	SOC. SEC. # (LEGIBLE) EMAIL
Kristopher Stell	409 Tropic Cir. 34731	
Amber Knudsen	23926 Sardinia Dr. Sorrento, FL 32766	
Saw State	609 3rd Ave Lakeland FL 32159	
Seth Westlund	6311 Sunnyside Dr Leesburg FL 34748	
Kristen Bass	6311 Sunnyside Dr Leesburg FL 34748	
Andrew Wickliff	3103 Florida Rd Ft. St. FL 32459	
Romy Andersen	30747 Sealine Drive Leesburg FL 34748	
Alexandro "Alex" Perez	2709 SE Grand dr.	
Nick Gibson	11550 University Blvd Orlando, FL	
Mag "Maggie" Cook		
Marlo		
Mitch Young	6770 NW Daffodill Ln Port St Lucie, FL, 34985	

Big Boy Fight

Rel #04

GROUP RELEASE

FOR END CREDITS-"GUTTER KING" FILM LLC

JUNKYARD /

SIGN LEGIBLY

Gentlemen:

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NAME (PLEASE WRITE LEGIBLY)	ADDRESS (USE 2 LINES IF NEEDED)	SOC. SEC. # (LEGIBLE) EMAIL
Tiffany Clark	601 Gray Squirrel Ct	AliceCooperMust
Tiffany Clark	APOPKA FL 32712	@AOL.COM
Mauldeen Wilson	1009 Knollwood Ct.	reenWilson
Mary Lucie	Winter Springs, FL 32708	@yahoo.com
Shaun Adams	322 Seminola Dr Winter Springs FL 32708	
Timothy Williams	510 Devonshire Blvd, Longwood FL 32750	Wildman-Williams@hotmail.com
Lanea DUNN	2620 Shirehall LN.	
G. J. (Suzanne) ...	Winter Garden, FL 34787	Hazel_Hpco@yahoo.com
...	LOUIS M. PATRICK	
604 Jay St	Louis M. Peterok	
00001A 3474		

Rel #04

GROUP RELEASE

FOR END CREDITS-"GUTTER KING" FILM LLC

JUNKYARD

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.

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 (PLEASE WRITE LEGIBLY)	ADDRESS (USE 2 LINES IF NEEDED)	SOC. SEC. # (LEGIBLE) EMAIL
Willie Weitzel	6341 Orange Cove Dr Orlando	blavchans@tdnail.com
Willie Weitzel	32859	
Cody Hitchcock	5137 Pyramia Way	CodyHitchcock@cs40.com
Cody Hitchcock		
Thank you to	Taco Bell for the 4	Free tacos

Rel #04

FIGHT 2 JUNKYARD

GROUP RELEASE

FOR END CREDITS-"GUTTER KING" FILM LLC

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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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 (PLEASE WRITE LEGIBLY)	ADDRESS (USE 2 LINES IF NEEDED)	SOC. SEC. # (LEGIBLE) EMAIL
Ray C Stanley Ray C Stanley	353 Seaside Court Okeech, FL 34761	raycstanley@yahoo.com
Darryl Belawin	500 Brooks Ct Polk City FL	epicbadguy@yahoo.com
BOB SNELL	5900 Old Winter Road ORL, FL	M/A
Amarda D'Alessio	978 English Town Lane #304	MaryDennis@aol.com
Jon Contecher	1101 Lake Lochwood Dr	A Contecher@aol.com
Mitchell Coxson	933 Alfred Dr ORL	Mitchell Coxson
Jamie Salvoys	214 Beatrice Drive	www.mystace.com
David Hill	5528 Briggs Rd N	guardianfanmag@aol.com
		Shave this #100
		D'Alessio.com

Rel #04

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.

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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	ADDRESS	SOC. SEC. #
<u>JOSEPH BAGHERI</u>	<u>837 TURNBULL AVE. ALTAMONTE SP</u> <u>FL. 32701</u>	<u>407-967-2459</u> <u>592-65-5541</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Rel #04

GROUP RELEASE

FOR END CREDITS-"GUTTER KING" FILM LLC

JULY 23, 2008
SIGN LEGIBLY

FIGHT 3
MILLS GYM

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.

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 (PLEASE WRITE LEGIBLY)	ADDRESS (USE 2 LINES IF NEEDED)	SOC. SEC. # (LEGIBLE) EMAIL
- Garrett Dickson	1501 MINNESOTA ST ORLANDO, FL 32803	FFCJLB@Yahoo.com
- Melissa Woodman	1112 Guernsey St Orl. 32804	Melissa Fannichillman.com
- Shanna Pelham	3382 Cedar Springs Place Winter Park, FL 32792	spelham@tulane.edu
- Josue Aguilar	305 S. Northlake Blvd #205 Altamonte Springs FL 32701	Josueaguilar24 @Yahoo.com
- Robert Burgess	44 Broward Ln Altamonte Springs FL	TeamHever3@aol.com
- Alveda Escalante	1379 Sun Louis Ct. Winter Springs FL 32708	- Escalante223@ (Escalante223@yahoo.com)

Ref 904

PERSONAL RELEASE
GUTTER KING PROMO FILMS

FIGHT 1
THE CELT

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 ~~_____~~ 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. **KW**

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.




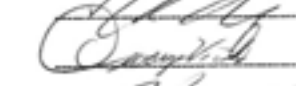




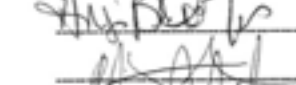
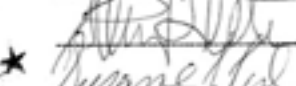
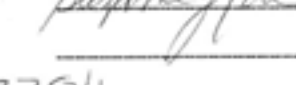

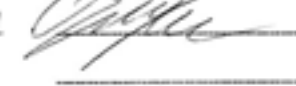

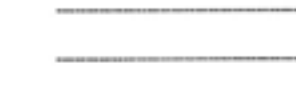
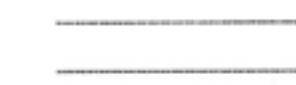

I have read the foregoing and fully understand the meaning and effect thereof and, intending to be legally bound, I have signed this release.

PRINT NAME / SIGNATURE / EMAIL

<u>Amy Roseant</u>	<u>[Signature]</u>	<u>amyroseant@celt.com</u>
<u>Jenna Seng</u>	<u>[Signature]</u>	<u>Bunbaworthy@aol.com</u>
<u>DAVID JOY</u>	<u>[Signature]</u>	<u>_____</u>
<u>DOLLY (LINDA) SHARROW</u>	<u>[Signature]</u>	<u>Dolly@Rubberspot.com ☺</u>
<u>JEFF RABY</u>	<u>[Signature]</u>	<u>jeffraby@snappy.com</u>
<u>Jessica Bekker</u>	<u>[Signature]</u>	<u>wadutches@yahoo.com (wadutches@)</u>
<u>JACOLYN SMITH</u>	<u>[Signature]</u>	<u>pdennis@hotmail.com (pdennis@)</u>
<u>April Kennedy</u>	<u>[Signature]</u>	<u>akennedy77@gmail.com</u>
<u>Katie Reekie</u>	<u>[Signature]</u>	<u>ksreekie@hotmail.com</u>
<u>Jackie Groetke</u>	<u>[Signature]</u>	<u>groetke@gmail.com / groetke@gmail.com</u>
<u>Matt Groetke</u>	<u>[Signature]</u>	<u>groetke@gmail.com</u>
<u>Scott Reekie</u>	<u>[Signature]</u>	<u>scintiki@hotmail.com</u>

Print NAME / Signature / Email

FIGHT 1
THE CELT

<u>DIRK BARN</u>		<u>dirban@gmail.com</u>
<u>Jessica Dillon</u>		<u>butterflykidds@aol.com</u>
<u>Sam Harper</u>		<u>SCRAPER88@gmail.com</u>
<u>Lee Parisis</u>		<u>cybrestrike@hotmail.com</u>
<u>JOSE CRAWFORD</u>		<u>SCRAPARD12@ATTN.VALENTIN</u>
<u>DWAYNE V. JEL</u>		<u>zeet2472002@exchange</u>
<u>Jason Zimmerman</u>		<u>retrodinoskurs@yahoo.com</u>
<u>Michelle LeBlanc</u>		<u>iharrahan321@yahoo.com</u>
<u>Ian Harrahan</u>		<u>Rabosekemd@td</u>
<u>Ornel Escobar</u>		<u>Becky@y2k.ca</u>
<u>Rebecca Ann</u>		<u>simplydarren@tmail.com</u>
<u>Darren Shannon</u>		<u>RBOYD@HARPANDCELT.COM</u>
<u>Rice Boyd</u>		<u>angif1piercer@yahoo.com</u>
<u>Angi Brooks</u>		<u>jeremy@built4speedtattoos.com</u>
<u>Jeremy Ashe</u>		<u>mary_rudick@yahoo.com</u>
<u>Mary Kiddick</u>		<u>suetteg@aol.com</u>
<u>*Suzie Tarkenton*</u>		<u>Mary.Rudick@gmail.com</u>
<u>Nika 321897.7524</u>		

<u>Brent Larson</u>		<u>DIT</u>

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.

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.

Very truly yours,


(Signature)

Erica Ramirez Ernie Ramirez
(Please print name)

1043 Horse Shoe Falls dr. Orlando FL:
32828
(Address)

E.Cell: 321-438-4883
(Phone number)
Ernie cell: 321-663-0800

PERSONAL RELEASE

GUTTER KING PROMO FILMS

JANUARY 12, 2008

Gentlemen:

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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

10002

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 ~~XXXXXXXXXX~~ tentatively entitled GUTTER KING ~~XXXXXXXXXX~~ FILMS (the "~~XXXXXXXXXX~~ 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,

(Signature)

(Please print name)

(Address)

(Phone number)

Tom Contender M. Garry

Tom "Contender" M. Garry

4101 Lake Lockhart Mall

407-295-4780

~~PH~~ Email

TYPICAL-MADDI
AIM.COM

(in "gantlets")
Biker

#02

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 [REDACTED] tentatively entitled GUTTER KING [REDACTED] FILMS (the [REDACTED] 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)

Aurélie Lekeu
(Please print name)

Aurélierocker@yahoo.com

3500 Millpool Ct Orlando FL
(Address)

407-383-5262
(Phone number)

#02

PERSONAL RELEASE

GUTTER KING ~~PRODUCTIONS~~ 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 ~~production~~ tentatively entitled GUTTER KING ~~PRODUCTIONS~~ FILMS (the "~~Picture~~ 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)

OWEN MILLER

(Please print name)

10872 NW 8 CT
PLANTATION FL 33324

(Address)

954-661-5220

(Phone number)

#02

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 ~~promotion~~ tentatively entitled GUTTER KING ~~PROMOTIONAL FILM~~ (the "~~Picture~~ 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,

Anthony Manalang
(Signature)

Anthony Manalang
(Please print name)

538 New England Ct
(Address)

407-744-1108
(Phone number)

Masons first victim

**GUTTER KING FILM, LLC
OPERATING AGREEMENT**

In accordance with Section 608.123, 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 or cause to be executed all amendments of the Articles, and do 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) Confirm 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) Confirm 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) Confirm and agree that the Company has all the power authorized or granted pursuant to Section 608.101, Florida Statutes, and specifically is granted the power and authority to make guarantees, contracts of guaranty or suretyship, in connection with indebtedness or obligations of one or more 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 608.123 of the Act;

(f) Confirm 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, or at 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 Brian Herzog, 2 South Orange Avenue, 5th Floor, 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 Interests 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, have 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.

(a) **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.

(b) **Additional Capital Attributes.** No interest is to be paid on any Capital contribution.

(c) **Withdrawal.** No Member has the right to withdraw his capital contribution or to demand and receive property of the Company or any distribution in return for his capital contribution, except as may be specifically provided in this Agreement or required by law.

(d) **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 that Member's capital account.

2.5 Additional Capital.

(a) In the event that at any time (or from time to 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 of the generality of the foregoing, the cost of repairing or replacing Company property, interest and principal payments, 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 attempt to arrange for third-party loans on commercially reasonable terms (the "Third-Party Loans") to the Company. The Managers shall have reasonable discretion to determine to 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 lieu of Member Loans or Third-Party Loans, the Managers may allow one or more Members to make non-pro-

rata 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.

(b) 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.

(c) 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 require, 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) (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 nonrecourse to a Member, and the Company's and any other Person's remedy 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.

(a) **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 sent pursuant to Section 2.5(c) (the "Defaulting Member"), any of the other Members (the "Nondefaulting Member"), 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, nonrecourse loan to the Company, with a special preferred dividend to be paid before any other dividend of 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.

(b) **Adjustment in Percentage Interests and Units.** In the event each of the Nondefaulting Members elects to make a Capital Contribution of its Requested Amount and to advance to the Company for us in their own capital accounts the Deficiency (pro-rata according to their Percentage Interests and Units) as provided in Section 2.6(a)(ii), then, effective from the date of the making of such advances, and at the sole discretion of the Nondefaulting Members the Interest shall be recalculated as follows:

1. The Percentage Interests and Units in the Company shall be recalculated to be proportionate to the total Capital Contributions made (and not previously returned) by the Members; OR
2. The Percentage Interest 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 proportional 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 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. If some but not all 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 1.704-1(c)(2)(ii)(d) 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 item 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, to the extent there is Available Cash, the Company shall first distribute the lesser of (i) 35% or (ii) the then maximum marginal federal income tax rate applicable to individuals, of 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 balances 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 3.1, 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 such 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 any annual meeting is not held, by oversight or otherwise, a special meeting is to be held as soon as practical, 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 1.2 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 a 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 their 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 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 (or a proxy) with Units 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, if 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, day 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 electronic 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 for 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 (a) notice of the meeting, except when the Member attends a meeting solely for the purpose, expressed at the beginning of the meeting, of objecting to the transaction of any business because the meeting is not lawfully called or convened, and (b) 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 Manager(s). Morris Herzig, LLC shall be the Manager of the Company its dissolution. In the event of the dissolution of Morris Herzig, LLC, Keith Alan Morris and Brian Z. S. Herzig shall serve as Managers until their death or incapacity. In the event of the death or incapacity of either, 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 distributions. 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 offices may be held by the same person and the Managers may leave unfilled 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 will 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.

5.3 Best Efforts. Each Manager will 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 nonrecourse 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 each 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 if a judgment or other final adjudication establishes that the actions, or omissions to act, of such Indemnitee were material to the cause of action so adjudicated and constitute any of the following: (i) a violation of criminal law, unless the Indemnitee had no reasonable cause to believe such conduct was unlawful; (ii) a transaction from which the Indemnitee derived an improper personal benefit; (iii) a circumstance under which the liability provisions of Section 608.426 of the Act are applicable; (iv) willful misconduct or a conscious disregard for the best interests of the Company in a proceeding 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; (v) a violation by the Indemnitee of Section 608.4225 of the Act including, but not limited to, a breach of the Indemnitee's duty of loyalty or duty of care to the Company and the Members (other than the Indemnitee), or a failure to meet the Indemnitee's obligation of good faith and fair dealing. The termination of any 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 (v) above. 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 or Company written policy and the Company is specifically authorized to seek recovery from any Manager or Member (or 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, those Managers or Members who did not cause such harm (and an Affiliate of a Member or a Manager is attributed 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 Affiliate) 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 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 (a) 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, (b) counsel, public accountants, or other Persons as to matters that the Officer or Manager believes to be within that Person's professional or expert competence, or (c) 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; PUFF 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:

(i) 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 unless the Company has received written advice from its tax adviser that such a termination will not have any substantial adverse tax impact on any Member;

(ii) 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;

(iii) 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 all 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 such Member without any consent to:

(i) 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 (or any other type of trust that is treated as a grantor trust for federal income tax purposes under Code Sections 671 through 678) created by a Member in which that Member or the Member's family retains an interest; or

(ii) 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 to 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 on any evidences 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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 (i) contains 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 (ii) 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.

(b) 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.

(c) 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.

(d) 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 in Interest.

7.3 Substituted Members.

(a) 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 7.1(c), in the event a Member or the Transferee of a Member described in Section 7.1(c)(i) or (ii) (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 (i.e., 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 such thirty (30) day time period, 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 each 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 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 its receipt by them, then the preceding 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 transferee of the Interest agrees in writing to be bound by and be subject to all the terms and restrictions 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 8.7 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 documents 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 interchangeable only on presentation at the office of the Company, properly enclosed 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 or proper identification, indemnify satisfaction 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 to consent to continue the business of the Company upon the occurrence of any of the aforementioned events. A deceased, disabled or bankrupt Individual Member of the Company is 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 (in writing) its option to purchase the Former Member's interest pursuant to this Article VII 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 Member's 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 as reasonably determined by an independent business appraiser. Furthermore, to the extent 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 the 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.

8.3 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, for 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 desire 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 VII or this Article VIII, the purchase price will be (a) 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 price contained in a written agreement to purchase the Interest (the Selling Member shall provide a copy of that 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 VII shall occur on the later of (i) factory 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 8.6, the purchaser(s) shall pay interest 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 can not take place because lender or factory consent can not 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 on 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 herein, 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 accrue as provided hereunder, or the next business day if the same shall fall on a weekend or holiday. At the Closing, promissory notes evidencing the payment obligation(s) 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.

(a) 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:

(i) 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;

(ii) 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 corporate counsel for the Company, for distribution of the balance, in the manner hereafter provided in this Article IX;

(iii) 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 that repayment is insufficient, then pro rata on account thereof;

(iv) Fourth, in the manner set forth in Section 3.6 until the circumstances described therein are satisfied;

(v) 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 constitute 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 this 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 to 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.

10.13 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 608, Florida Statutes, Chapter 607, 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 will be deemed original but all of which will 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 subsections herein contained refer to articles, sections, and subsections 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 to 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 five (5) days prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which that 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 other arbitrators, one of whom shall be selected by each party to the dispute. The written 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 part of the award. The prevailing party in any arbitration shall recover its expenses and costs including reasonable attorney's fees from the other party.

The undersigned have caused this Agreement to be duly executed effective as of the date first written above.



Morris Herzig, LLC, member

By: Keith Alan Morris, member
AND

Brian Z. S. Herzig, member

**EXHIBIT A TO OPERATING AGREEMENT OF
Gutter King Film, LLC**

SERIES CLASS A INTERESTS

Member Name	Member Address	Anticipated Contribution	Units	Percentage Interest
Morris Herzog, LLC	804 W. Smith Street, Orlando, Florida, 32804		100	33%
Eric Pugh			50	16%

SERIES CLASS B INTERESTS

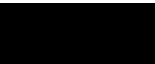
Member Name	Member Address	Anticipated Contribution	Units	Percentage Interest
Morris Herzog, LLC	804 W. Smith Street, Orlando, Florida, 32804			50%

EXHIBIT B 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 an officer, director or partner, any company for which such Person acts in any such capacity.

“**Available Cash**” means the aggregate amount of cash on hand or in 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 Defaulting 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 portion 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, in each 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.”