

AGREEMENT

THE PURPOSE of entering into this Agreement is to increase the visibility and awareness of the Point San Luis Lighthouse, thus increasing the public's understanding and appreciation of this California historic site. All monies received by the Point San Luis Lighthouse Keepers (collectively referred to herein as the "Keepers") and the Port San Luis Harbor District (collectively referred to herein as the "District") as a result of this Agreement shall be used to support the restoration, maintenance, upkeep, interpretive and educational activities of the Point San Luis Lighthouse in accordance with the Memorandum of Understanding between the Point San Luis Lighthouse Keepers and the Port San Luis Harbor District.

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2013 by and between the Keepers, the District, and Thunderhead Entertainment, LLC, _____ (address) _____, a limited liability company organized and existing under the laws of the State of California (the "Producer"). In consideration of the mutual covenants, conditions, promises and agreements herein contained, the Keepers, the District and Producer agree as follows:

SECTION 1 - GRANT OF RIGHTS BY THE KEEPERS AND THE DISTRICT:

The Keepers and the District agree to permit the Producer to use the premises located at the Point San Luis Lighthouse near Avila Beach in San Luis Obispo County, California, which includes the East end of the beach adjacent to the Lighthouse (as illustrated in Exhibit "A"), (referred to herein as the "Property") in connection with the theatrical motion picture entitled, "Edgar Allan Poe's Lighthouse Keeper" (the "Picture"), as outlined in Exhibit "B", for the purpose of rehearsing, photographing, filming, and recording scenes and sounds for the Picture. Any use of Harbor District property outside of the Lighthouse reservation shall require separate permits, approval and fees from the District. Use of District beaches during the summer is extremely limited, and, if allowed, equipment and personnel will be strictly controlled. Producer and his licensees, sponsors, successors and assigns may exhibit, advertise, and promote the Picture or any portion thereof, whether or not such uses contain audio and/or visual reproductions of the Property and whether or not the Property is identified, in any and all media in perpetuity.

- A. Right of Access. Producer shall have the right to bring personnel, materials, vehicles and equipment (including props and temporary sets) onto the Property, provided they do not require any alteration of the current road leading up to and including the Property, while using the Property, during the date and times of access as provided for in this Agreement. Producer may access electrical power normally accessible to the Keepers. Producer shall remove all personnel, materials, vehicles and equipment from the Property, and return the Property to the same or improved condition, as the Property was before Producer entered the Property as a result of this Agreement.

- B. Dates and Times of Access. The permission granted hereunder shall be for the period commencing June 23, 2013 and continuing until July 5, 2013, with the exception of Wednesday June 26, 2013, 9am to 1:30pm, Saturday June 29, 2013, and Wednesday July 3, 2013, 9am to 1:30 p.m. This period may be extended, subject to the Keepers and the District's approval which shall not be unreasonably withheld, if there are changes in the production schedule or delays due to circumstances beyond the parties' control such as weather conditions and acts of god. The times of access granted hereunder shall not include overnight stays. Night driving is prohibited by the Keepers and District's agreement with Pacific Gas and Electric, however, exceptions can be arranged with Pacific Gas and Electric by the Keepers. As soon as practicable, Producer will provide notice to Keepers as to dates and times that night time ingress and egress will be necessary so that the Keepers can arrange for such access with Pacific Gas and Electric.
- C. General Limitations on Rights to Use Property. Producer's use of the Property is subordinate to Keepers' use of the Property for regularly scheduled trolley tours and hiking guests. Producer shall cooperate with the Keepers in using the Property while such guests are present, including, but not limited to refraining from using equipment that emits noise, such as generators.
- D. Use of Buildings on Property. Unless otherwise provided for in this Agreement, Producer may use the interior and exterior of all buildings on the Property, provided such use does not violate any laws or regulations. Producer shall exercise the utmost care in protecting the Property from damage or change.
- E. Use of the Horn House. Producer understands the delicacy of the Fresnel lens ("Lens") and shall receive approval from the Keepers before using any equipment near the Lens which might vibrate the ground underneath the Lens, the air around the Lens, or use the Horn House building, in which the Lens is housed.
- F. Use of the West Duplex. Producer may use the portion of the building known to the parties as the West Duplex, that is not already in use by the Keepers, including but not limited to the Bride's Room, the Groom's Room, the dining room, the kitchen, and the adjoining bathrooms. Producer may not use the portion currently used for administrative offices and storage.
- G. U.S. Coast Guard Equipment, Buildings and Land. Producer may not use any portion of any equipment, building or land owned by the U.S. Coast Guard, including the western portion of the beach area.

SECTION 2 - PRODUCER'S RESPONSIBILITIES WHILE USING PROPERTY

- A. Transportation. Only individuals that have been trained and approved by the Keepers may operate vehicles while on the Property. This clause is applicable to all

lands accessible after passing by the Pacific Gas and Electric Security booth on the way to the Lighthouse. Such individuals shall follow all laws and precautions as established by the State of California, the County of San Luis Obispo, the Port San Luis Harbor District, and Pacific Gas and Electric, including driving not more than five miles per hour.

- B. Equipment. Producer agrees to furnish all tools, equipment, apparatus, facilities, labor, materials, transportation and utility services and incidentals necessary to film at the Property, in a respectful and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, sub-producers, artisans, machinists, Teamsters, any film or music industry unions, freight carriers, and laborers.
- C. Performance. Filming shall be performed for the purposes and in the manner described in Exhibit "C", at all times under the direction and supervision of, and subject to the approval of the Keepers and the District or its duly authorized representative. In addition, Producer agrees to not allow, permit, encourage, or sanction full nudity on the Property. Producer will also not allow, permit, or encourage conduct that would be deemed offensive by others.
- D. Alteration of Furniture and Fixtures. Producer may rearrange furniture on the Property, subject to Keepers' approval. Producer may alter premises to the extent needed to hang light window treatments by use of spring clamps or other non-destructive means. Producer shall return said furniture and fixtures to their original place and condition. Producer shall reimburse the Keepers for any repair to any furniture, fixture or structures damaged as a result of moving said furniture. Producer shall consult and receive advance permission from the Keepers before moving furniture or making any alterations, however insignificant, to fixtures under this paragraph. The Keepers and the District shall not unreasonably withhold approval or pre-approval.
- E. Storage of Fragile Items. The Keepers may safely store away any fragile items on premises, such as kerosene lamps or other artifacts, as solely defined by the Keepers. Keepers may agree, but are not required to move fire extinguishers and cover public safety signs to the extent necessary to exclude them from filming, but never out of the same room or area where such fire extinguishers are normally situated. Such fire extinguishers and signs shall be returned to their normal place and condition as soon as possible by the Keepers.
- F. Set Access. Producer gives Keepers and the District full access to the set and to all areas that the cast and crew occupy while on the Property for the purpose of monitoring and ensuring the safety of people, property, and use of the Property. This right includes but is not limited to the right to enter any of Producer's vehicles, trailers, and equipment that Producer brings onto the Property under this

Agreement. Except for public safety concerns, such as fire, this right does not include private vehicles of actors and crew that are not transporting Producer's equipment or being used to film the Picture.

- G. Fire Prevention. No one shall smoke anything, even if prescribed, while on the Property. Except as permitted and supervised by a Keeper representative, such as use of the kitchen stove in the West Duplex, no one shall light a flame or burn anything while on the Property. The Keepers and the District maintain the right to exercise their own judgment, independent of the Producer, to determine whether anything the Producer is using or causing to be used, is causing a possible fire danger, and to unilaterally stop production until the fire danger is eliminated.

SECTION 3 - PAYMENT SCHEDULE:

- A. Initial Payment. The Producer will pay to the Keepers, at least three business days in advance of entering the Property under this Agreement, in current funds, as consideration for the use of the Property as the period described in Section 2 of this Agreement, the sum of Seven Hundred and Fifty Dollars (\$750.00) as a film location fee, as well as Two Hundred and Fifty Dollars (\$250.00) to the District for a filming permit. These sums do not include additional times which Producer may wish to film at the Property, such as for re-takes or added scenes.
- B. Additional Payment. Reasonable additional fees can be charged by the Keepers to the Producer if the filming dates are extended or if the completion of filming by the Producer requires more than di minimus time and effort on the part of the Keepers, the District, or their designees, than what is described in Exhibit "C". Such additional fees shall be agreed upon, prior to the exercising of any modification, through the parties' designees, in writing. Such modifications shall not be agreed upon unless the Producer can and does show proof of his ability to comply with the other terms of this Agreement, such as maintaining all insurance in full force and effect.
- C. Deferred Payment. Producer shall pay to the Keepers one percent of all gross receipts received by Producer from the sale of the Picture (including but not limited to any broadcast, internet streaming, DVD, and theater ticket sales) for a period of ten (10) years from the date of first sale of the Picture. Producer shall provide the Keepers with quarterly statements for the first two years starting at first sale, twice a year after that. The District and/or the Keepers or their designees may, during regular business hours inspect Producer's records.
- D. Exclusions. The above payments do not include modification or damage to any portion of the furniture, fixtures, structures or land contained on the Property.

SECTION 4 - OTHER COVENANTS:

- A. Use of Property Name. Producer shall have the right, but not the obligation to photograph, film, and use the actual name of the Property, or to use any other real

- or fictional name for the Property. If the Producer depicts the interior or any structures located on the Property, the Keepers and the District agree that Producer shall not be required to depict such interior in any particular manner in the Picture.
- B. Billing Credit. Producer shall acknowledge and all times identify the Property as the "Point San Luis Lighthouse, located in San Luis Obispo County, California". Producer shall give billing credit by placing the words: "Point San Luis Lighthouse, located in San Luis Obispo County, California" and "The Port San Luis Harbor District" in the credits of the Picture, using a font size equal to or larger than any other billed locations or properties used in connection with the making of the Picture. If no other properties are billed, then the billing font size for the Property shall be equal to or larger than that used for the billing of the Picture's set location crew. This billing credit shall be given, even if no footage of the Property is used in the Picture. The Keepers and the District shall be provided an opportunity to screen the completed Picture, in San Luis Obispo County, at least two weeks prior to the finalization of the credits, at a time mutually agreeable to the parties. The Keepers and the District maintain the right to choose to be uncredited, in part or in whole, at any time up to one week prior to the finalization of the credits for the Picture.
- C. Copyrights. All copyrights of any images or sounds recorded or made at or on the Property vests with Producer for use in the Picture and related promotional materials.
- D. Screening License. After the Picture is premiered, the Keepers and the District have the right to screen the Picture for Keeper events including fundraising. The parties agree that this clause may be altered or voided as a result of Producer entering into a distribution agreement with another party. Producer will make all reasonable efforts to maintain this right for Keepers and the District. Proceeds of such screenings shall be Keeper's.
- E. Posters. Producer shall deliver to the Keepers, as soon as practicable, at least three copies of any movie posters used to advertise the Picture. Producer shall deliver to Keepers and/or the District, when practicable for the Producer, additional movie posters, and promotional materials used to advertise the picture, as requested by the Keepers and/or the District, at cost, including shipping.
- F. Complimentary Tickets. Producer shall provide up to 20 complimentary tickets to the Lighthouse Keeper Board members, the Port of San Luis Obispo Harbor District Commissioners, their employees and volunteers, to the premiere of the Picture in San Luis Obispo.

SECTION 5 - INSURANCE:

- A. General Liability & Auto Liability Insurance Requirements. Certificate of General Liability Insurance and Auto Liability Insurance with accompanying "Additional Insured" Endorsement documents for the General Liability Insurance.
1. All endorsements shall clearly state policy number. Commercial General Liability policy shall include endorsements naming Port San Luis Harbor District, Its Officers, Agents, Volunteers and Employees, and Lighthouse Keepers as additional insured. Endorsements for General Liability shall state that the Producer's insurance is "primary" and Port San Luis District and Lighthouse Keepers is "non-contributory," or copies of the complete policy which state the equivalent may be submitted in their entirety.
 2. Minimum Insurance Requirements – General Liability Insurance:
One million dollars (\$1,000,000) each occurrence (combined single limit)
One million dollars (\$1,000,000) for personal injury liability
Two million dollars (\$2,000,000) in the aggregate.
 3. Minimum Insurance Requirements – Auto Liability Insurance:
One million dollars (\$1,000,000) per occurrence for bodily injury and/or property damage for any automobiles being used in the filming of the Picture while on the Property. Producer shall provide Keepers copies of proof of automobile insurance covering all other vehicles that enter onto the Property as a result of and during the term of this Agreement, that comply with the California Vehicle Codes.
- B. Worker's Compensation and Employer's Liability. By this statement the Producer represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the time contemplated herein and will continue so to comply with said provisions of said Code. The Producer shall supply the Keepers with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Keepers will receive thirty (30) days' notice of cancellation and Employer's liability in amount specified in the Insurance Requirements.

SECTION 6 - AGREEMENT CONSTRUCTION

- A. Binding. Producer, by execution of this Agreement, acknowledges that Producer has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract Documents shall inure to the benefit of and shall be binding upon the Producer and the Keepers and the District and their respective successors and assigns.

- B. Representation by Counsel and Mutual Negotiation. Producer and Grantor acknowledge and agree that each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. Producer and Grantor acknowledge and agree that this Agreement shall therefore be deemed to be have negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length with the advice of counsel, and will be interpreted in accordance with its terms without favor to a party. Producer and Grantor acknowledge and agree that the parties hereto and, at their option, their respective counsel have reviewed this Agreement, and the normal rule of construction to the effect that any ambiguities in this Agreement are to be resolved against the drafting party are not to be employed in the interpretation of this Agreement.
- C. Entire Agreement. The Contract Documents constitute the entire Agreement between the parties, and supersede any prior agreement between the parties, oral or written, including the Keepers' award of the Project to Producer, unless such agreement is expressly incorporated herein. The Keepers and the District make no representations or warranties, express or implied, not specified in the Contract Documents.
- D. Contract Documents. The full, complete and exclusive contract between the parties hereto shall consist of the following identified documents (the "Contract Documents"): Exhibit "A" (Description of Property) Exhibit "B" (Script Summary), Exhibit "C" (Filming Schedule), Agreement, Insurance Requirements, Guarantee of Work, Release, General Conditions, and Special Conditions.
- E. Severability. If any provision of the Contract Documents shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- F. Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SECTION 7 - ASSIGNMENT:

The Producer shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the Keepers and the District.

SECTION 8 - INDEMNIFICATION:

The Producer will indemnify the Keepers, its governing board, officers, agents, trustees, and employees against, defend and hold it harmless from any and all liability for damages on account of injury to or death of persons or damage to property or delay or damage to another Producer Agreement resulting from or arising out of or in any way connected with the filming by the Producer under this Agreement and reimburse the Keepers for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by the Producer of this Agreement. This indemnity shall be in addition to the other indemnification provisions contained in the Contract Documents.

SECTION 9 - EXECUTION OF OTHER DOCUMENTS:

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract Documents.

SECTION 10 - EXECUTION IN COUNTERPARTS:

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

SECTION 11 - WRITTEN NOTICE:

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to it who gives this notice.

SECTION 12 - CHOICE OF LAW:

This Agreement has been entered into in the State of California, in the County of San Luis Obispo, and shall be governed and enforced under those same laws and in that same place.

SECTION 13 - MEDIATION:

The parties agree to attempt to mediate any disputes between them, arising out of this Agreement, through the San Luis Obispo County Bar Association Mediation program, before seeking any other remedies. The parties agree to share equally in any costs arising out of such mediation.

SECTION 14 - DAMAGES:

The parties agree to limit their judicial request for damages to monetary damages. The parties shall not seek injunctive relief, rescission or other equitable relief unless such request is directly related to public safety or a violation of any laws, codes or ordinances.

SECTION 15 - WAIVER:

Any waiver or failure to act with respect to any part this Agreement shall not void any other part in this Agreement.

SECTION 16 - TERMINATION OF AGREEMENT OR SUSPENSION OF FILMING: The District, the Keepers or Producer may terminate the Agreement as provided in the Contract Documents. Under no circumstances shall the Keepers or the District be obligated to refund any monies to Producer once any monies have been paid.

IN WITNESS WHEREOF, the POINT SAN LUIS LIGHTHOUSE KEEPERS and the PORT SAN LUIS HARBOR DISTRICT has authorized the execution of this Agreement in duplicate by its KEEPERS' PRESIDENT, by the DISTRICT's Harbor District Manager and PRODUCER has caused this Agreement to be duly executed.

POINT SAN LUIS LIGHTHOUSE KEEPERS

PORT SAN LUIS HARBOR DISTRICT

By _____
Stewart Jenkins, President
Point San Luis Lighthouse Keepers
San Luis Obispo Lighthouse
Avila Beach, CA 93424

By _____
Steve McGrath, Harbor District Manager
Port San Luis Harbor District
P.O. Box 249
Avila Beach, CA 93424-0249

PRODUCER: **Thunderhead Entertainment, LLC**

By _____
Benjamin Cooper
Thunderhead Entertainment LLC
2126 N. Evergreen Street
Burbank, CA 91505

EXHIBIT "A"

Edgar Allan Poe's
LIGHTHOUSE KEEPER

Diagram of Property (including beach area)

EXHIBIT "B"

Edgar Allan Poe's LIGHTHOUSE KEEPER Script Summary

A lone Man struggles in a rowboat on the stormy sea, sees a lighthouse winking in the dark, and crashes on the rocks.

He awakens the next day on a deserted beach surrounded on three sides by sheer rock face, the ocean at his back. In the distance he sees a mysterious young Woman. She doesn't answer his calls and disappears around the rocks. The man gathers up his satchel and follows her, finding only the sheer rock face around the corner. Assuming she scaled the crags he climbs, and as he nears the top a bound manuscript begins to slip from his satchel. In his attempt to save it he slips, falls, and strikes his head on a rock at the bottom. He sees the Woman standing over him through a gauzy blur as he loses consciousness.

The man awakens in an unfamiliar room, the wound on his head bandaged. His exploration reveals the lighthouse interior. A brief tremor shakes dust from the ceiling. He's soon confronted by the lighthouse keeper who identifies himself as Walsh, a barrel chested old man with a graying beard, and a stern, icy gaze. Walsh informs the Man he's been unconscious for two days, and although he'd prefer to be alone, the Man cannot leave the peninsula by foot this time of year because of the swollen creek, and the ferry is not due for two weeks. Further, the Man suffers from amnesia due to his head injury and cannot remember his own name, only a vague recollection of the mysterious Woman, and his manuscript, a technical journal, which is nowhere to be found. When pressed, he recalls being en route to San Francisco to fill an important civil engineering position, but each effort to remember more results in painful headaches.

Walsh mentions that in his youth, his ambitions lead him to the big city also, but things didn't work out. He assures him they are completely alone on the peninsula and only the initials on his handkerchief provide any clue as to the Man's identity; JPW.

JP checks the footpath for himself and discovers Walsh was right about the creek. Any attempt to cross would be suicide. On his way back he sees the Woman in the distance, beautiful, clad in a peasant frock. Oblivious to his calls, she disappears into the woods. He quickly follows and nearly hurls himself from a precipice as he emerges suddenly from the trees. Again, the Woman has vanished as if into thin air.

That night, JP dines with Walsh. JP asks about the tremors and Walsh explains that the chalk cliffs are riddled with catacombs, which are constantly eroded by waves when the tide crashes in. JP suggests it will one day undermine the foundation of the lighthouse resulting in disaster. During the course of the meal, JP refuses alcohol, but Walsh has no

such disinclination and drinks a great deal becoming more agitated with each slug. When JP mentions the Woman again Walsh doesn't want to hear it. He insists they are alone. Excusing himself early for bed, he issues a cryptic warning to always, always keep a light burning.

That night, the sound of a closing door awakens JP. He looks out of the window to see Walsh, lantern in hand, walking into the tree line on some mysterious mission. Again, tremors shake the lighthouse.

The next morning, Walsh is fueling the old Kerosene light. JP says that if he is to be a prisoner of the peninsula, he would like to make himself useful. Walsh informs him that if he waited for the tide to go out that first day instead of foolishly scaling cliffside, access to a staircase would have become evident. He sends him down to gather driftwood.

While gathering wood on the beach, JP comes across a cave in the cliff side. Following unintelligible voices, he ventures deep into the cave, undoubtedly the entrance to the catacombs Walsh spoke of. The voices draw him in deeper and deeper. Soon water laps around JP's feet. The tide is coming in and threatens to fill the cave. He quickly leaves and narrowly escapes drowning.

Drenched and shivering, JP comes across the mysterious woman's campsite. He spies her from the trees. Partially unclothed, she tends to her laundry. For a moment he loses sight of her and she gets the drop on him, hatchet at the ready. He explains he had no wish to harm her, he only feared she would disappear again before he had a chance to speak to her. He was beginning to believe she was a ghost. She leads him to her campsite where a fire burns and warms him up with some tea. Her name is Emily.

She later returns him to the lighthouse and asks that he not speak of her to Walsh because "he is mad." She departs before JP can press her for details.

Later, JP draws a pencil portrait of Emily. Walsh sees it and appears taken aback. He asks if this is the woman that JP spoke of. JP wishes to honor Emily's request, so he says Walsh was correct, they are alone and it is only a ghost. Walsh insists he doesn't believe in the supernatural. He says he's been through hell, and heaven right here on Earth, and usually of his own design. Nevertheless, Walsh is clearly disturbed by the image.

That night, the entrance to the catacombs loom forebodingly. The tide begins to come in. JP is awakened by footfalls, a closing door, and from his window he sees Walsh disappear into the treeline with his lantern. JP goes into the hallway and discovers seaweed on the hallway floor and wet footprints which he follows distracted occasionally by the tremors. The footprints lead into a locked door, Walsh's room.

Change of Plans (1st Turning Point)

Walsh appears suddenly behind JP and warns him to stay out of his private room. They part ways and we see a frightening apparition appear in the darkness, a decaying SAILOR, draped in seaweed, encrusted with barnacles, sand, tiny crabs, dripping with salt water; a living corpse from the depths.

The next day, JP gathers up a large piece of driftwood on the beach. As Walsh looks on dispassionately, he saws it into a small pile of sturdy posts. In the cellar of the lighthouse, JP uses his engineering know how to reinforce the foundation of the building.

Later when gathering wood on the beach, JP comes across an upside down rowboat nestled in the rocks and concealed by rubbish. It seems intact. He sees Emily beckoning from a distance and joins her. She says she wants to show him something extraordinary and they go hand in hand into the woods emerging into a eucalyptus grove teeming with monarch butterflies. They blanket the tree boughs, and flit to and fro before them. JP and Emily kiss. She steals away down the beach again. He catches up with her and they make love in the mouth of the cave.

All of a sudden, decayed arms and hands burst out of the sand, clawing and embracing JP. Emily's face transforms into a ghoulish visage. JP awakens with a start alone on the beach and suffering from a migraine. He calls for Emily. She doesn't answer but he finds her on the rocks looking out at the sea. Her manner has changed. She seems deeply depressed and tells him the tale of the lighthouse keeper who hit the bottle hard after his young wife died having committed suicide, and how in a drunken stupor he let the light go out one stormy night, and failed to refuel it before a tramp steamer hit the rocks killing all hands aboard. JP tells her that he doesn't understand why, but he feels like he's always known her. He says he'll be leaving soon and suggests that she come with him to San Francisco. For a moment she is hopeful, but the darkness returns. She tells him that nobody ever leaves this peninsula.

Later, in the cellar JP works on the foundation project. He peers out of the window in time to see Emily poised on the precipice of the cliff. He calls her to no avail before she intentionally plunges off of the edge. He runs to the edge and looks over, but sees nothing. Desperately, he hurries down to the beach, but there is no sign of Emily. Suddenly JP suffers a blinding migraine. He returns to the lighthouse to confront Walsh. He asks him when the ferry is due. Walsh says two weeks. JP reminds Walsh that he said the same thing days prior, and Walsh denies it. JP storms through the lighthouse and tries the telephone, but there is no signal. Suddenly the migraines return and JP collapses in a heap.

That night, Walsh departs for the tree line on his mysterious mission. This time, JP arises, extinguishes his bedside lantern, and secretly follows him. He observes Walsh first paying respects at a lonely grave, then leaving. JP goes to take a closer look at the stone. The name etched upon it is Emily Walsh, beloved wife, and above that a small

portrait of Emily, the mysterious woman of the peninsula.

Suddenly, JP is besieged by the phantom sailors. He retreats to the woods, becomes cornered, and is rescued by Walsh who brandishes his lantern like a weapon against the sailors. They abhor the light! When the lantern is thrust towards them, they disintegrate. The men make their way back to the lighthouse.

In the house they light every lantern and candle. As they wait for daylight, Walsh drinks heavily and passes out. JP goes upstairs to relight his bedside lantern. A dark figure appears to him and when he raises the lantern, he reveals it is Emily, presumably a phantom but quite unaffected by the light. She's affectionate and suggests that instead of leaving the peninsula, he stay there with her forever. She quickly senses his fear. Affection turns to hurt, hurt turns to rage. He retreats from the room and closes the door.

Major Setback

He sees Walsh's door, locked, and he forces it open. Nothing seems out of the ordinary at first. On the hearth is a photo album. On the most recent photo, Walsh poses before the lighthouse in his official lighthouse keeper uniform. JP turns the pages back revealing similar pictures; Walsh before the lighthouse, progressively younger as the pages turn until finally, on the first page of the album, the lighthouse keeper posing with his young wife, Emily, the years having been stripped away to reveal not Walsh, but JP's face staring back at him from the photo. Stunned, JP backs up, trips and falls to the floor knocking an item off of the dresser. He recognizes it instantly as his manuscript, and on the title page, the full name of the author: Jonathan Percival Walsh. Walsh appears in the doorway chastising JP for entering his private room. Wide-eyed, JP skirts around him and runs down the stairs and out the front door.

He runs through the woods, branches clawing at him in the dark, and breaks through into a clearing, the lighthouse inexplicably before him again. He turns back and runs into the woods desperate to make his escape. Again, he emerges from the trees only to see the lighthouse. He turns and collides with the phantom sailor...

...a glass of alcohol falls and shatters on the hardwood floor. JP finds himself suddenly inside the lighthouse, reclining in a parlor chair. It's night. Lightning flashes and wind slaps tree branches against the glass windows. JP gets his bearings and staggers to the porch.

On the churning sea, periodically illuminated by lightning, a tramp steamer is heading in towards the rocks. JP looks up and realizes the light in the tower is dark, its fuel spent. At first he screams and waves his arms, then realizing the folly of it, breaks for the concrete outbuilding that houses the kerosene. He recovers a can of fuel, climbs the steps of the tower, lights the lantern, but too late. The steamer runs aground and breaks up on the rocks.

JP arrives on the beach. Dead sailors litter the sand. He digs graves in the mouth of the catacombs and buries the bodies there.

The Climax

JP enters the lighthouse, sweaty, dirty, having failed to break the cycle. Walsh waits for him. JP attacks. They struggle. The tide is coming in, crashing into the catacombs. The lighthouse trembles. Plaster and wood cracks. Dust falls from the ceiling. JP is trying to strangle Walsh. The phantom sailors awake and climb the steps to the lighthouse. Walsh is on the verge of passing out. JP means to kill him.

The sailors enter the house. JP drops Walsh and the sailors press him back into the house. He escapes down the cellar steps. The sailors enter and follow him. He climbs into the dirt crawl space beneath the house and scrambles to the small windows there, opens one and squeezes through just as decayed hands claw at his feet. JP runs to the staircase and down to the beach. The lighthouse continues to fall apart. Silhouetted in the doorway of the lighthouse, Walsh looks on as JP makes his escape.

JP arrives at the beach and recovers the row boat there. He drags it to the water edge. Walsh shrinks back into the lighthouse and closes the door. Behind him, in ghoulish form, Emily waits there to embrace him.

False Victory

The sailors descend on JP as he pushes the boat into the surf and he narrowly escapes them. Rowing into the open water, he looks up to see the lighthouse tremble and collapse under its own weight into a pile of dust and debris. JP rows into the darkness. JP drifts on the open sea, baking to a crisp without shelter from the noonday sun. Later, storm clouds brew. Lighting flashes, thunder rolls. Suddenly, JP struggles in stormy seas. The boat crashes.

The End

Daylight. JP awakens on a deserted beach, surrounded on three sides by sheer rockface, the ocean at his back. In the distance he sees a mysterious young Woman. She doesn't answer his calls and disappears around the rocks. JP gathers up his satchel and follows her. CAMERA CRANES up to reveal the lighthouse perched atop the crags above.

EXHIBIT "C"

Description of Producer's Use of Property

Content:

Objective to make PG-13 equivalent horror movie, no bad language, some violence, some sexuality, no explicit nudity, minor blood, fantasy make-up effects, overall scary tone. Script will follow provided treatment closely.

Shooting dates:

June 23 - July 6, will refrain from shooting 9am - 1:30pm on 6/26, 7/3, and all day 6/29 and 7/3

Shooting hours:

typically 12-16 hours, some night shooting

Cast/Crew on site:

typical average 12-13

atypical maximum 20

Vehicles on site:

As few as 5-6 if we shuttle people from the dirt parking lot outside the PG&E guard station.

Drivers trained to safely traverse the road at night:

5-6

Vehicle types:

Typical cars, mini-vans and the like. May have one small Uhaul trailer on occasion

Equipment:

C-stands

Combo stands

1 mambo combo

floppies

flags

black material

5k tungsten fresnel

2k tungsten fresnel x3

various smaller lighting instruments

apple boxes

camera

tripods

small jib arm

doorway dolly and track
generator (blimped but not "movie quiet", approx 75db. Shall not be used on beach area).
distro boxes and cables
smoke machine (party store variety, smoke dissipates very quickly, unlikely it would be seen from a distance)

Alteration of premises:

Limited to temporarily rearranging furniture to make room for support equipment, hanging light window treatments on occasion using spring clamps or other non-destructive means.

Any movement, screening, covering or removal of non-period equipment or signage shall be made at the discretion of Keepers or the District.