

Settlement Agreement

This Settlement Agreement (the “**Agreement**”) is made as of February 7, 2022 between JV Productions Inc. (“**JV**”) and Sharon Nash Alexander (“**Artist**”) in connection with the television series currently called ***Buy It or Build It*** (the “**Series**”).

Recitals

A. JV and Artist (under the name Sharon L. Nash) entered into an agreement dated as of August 10, 2020 (the “**Original Agreement**”) in connection with the Series.

~~B. JV and Artist wish to terminate the Original Agreement on the terms and conditions set out in this Agreement.~~

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. All capitalized terms not defined in this Agreement will have the meaning given to them in the Original Agreement.? IF THE ORIGNIAL AGREEMENT IS NULL AND VOID HOW CAN IT HAVE MEANING
2. ~~The Original Agreement is hereby terminated. Notwithstanding the foregoing, JV retains all rights and benefits granted to JV under the Original Agreement prior to such termination.~~
3. Upon JV’s receipt of a signed copy of this Agreement, JV shall promptly pay to Artist the amount of \$21,608 (the “**First Season Payment**”). ~~The parties acknowledge and agree that the First Season Payment constitutes the full balance of the amount remaining to be paid to Artist in connection with the first season of the Series.~~
4. Artist shall receive an “Executive Producer” credit on each episode of the Series. All other aspects of Artist’s credit will be at JV’s sole discretion. No casual or inadvertent failure by JV, Buyer or any other third party to comply with said credit provisions will be deemed a breach of this Agreement.
5. For all seasons of the Series subsequent to the first season, if any, Artist will be entitled to compensation in an amount equal to 35% of 100% of the Production Fee payable by the Buyer, but in ~~any event no less than \$5,000 per episode and no more than~~ \$8,000 per episode, payable as follows:
 - a. 20% on commencement of principal photography and receipt of invoice;
 - b. 25% on delivery and network acceptance of the masters of the first 50% of the episodes for that season and receipt of invoice;
 - c. 25% on completion of principal photography of all episodes for that season and receipt of invoice; and
 - d. 30% on delivery and network acceptance of the masters of the second 50% of the episodes for that season and receipt of invoice.
6. For all spin-offs of the Series that feature Calvin and Christorpher ~~Lamont or Calvin or Christopher Lamont are attached to~~ produced by JV or an affiliated company (each, a “**Spin-Off**”), if any, Artist will be entitled to compensation in an amount equal to 35% of 100% of the

Production Fee payable by the Buyer for such Spin-Off, payable upon completion of each such episode, to a maximum of \$4,000 per episode, upon receipt of invoice.

7. For payments under paragraphs 5 and 6, JV shall notify Artist by email when the applicable milestones have been met.
8. Upon such milestones being met, JV shall pay the amounts owing within 30 days of JV's receipt of an invoice indicating Artist's name, company address, telephone number, the production title, payment phase number, date of payment phase and the amount due.
9. Except as expressly set out in this Agreement:
 - a. JV will have no further obligations to Artist under the Original Agreement including, without limitation, with respect to meaningful consultation rights relating to the Series and any Spin-Offs, ~~and credits on Spin-Offs; and~~
 - b. Artist will have no further involvement with the Series or any Spin-Offs.
10. Artist shall, at all times, keep in confidence and shall not divulge to others or use for Artist or others any secret or confidential information (including without limitation, identity of cast members, filming locations and Series' creative details), knowledge or data of JV, the Series, the Original Agreement or this Agreement unless authorized by JV or required by law. The foregoing does not apply to any information that becomes public other than through a breach of this Agreement, or any disclosure to Artist's professional advisors on a confidential basis.
11. From and after the date of this Agreement, neither party shall at any time make any comments or statements that directly or indirectly disparage or defame the other party and any persons and companies affiliated with the other party.
- ~~12. Each party hereby absolutely and forever releases and discharges the other party from and against any and all claims, demands, actions, damages, expenses, losses and liabilities of every kind and nature whatsoever in law or equity that it ever had, now has or hereafter can, will or may have, whether known or unknown, for, upon, or by reason of any matter, cause or thing whatsoever relating to the Original Agreement and/or the Series and Spin-Offs, except with respect to any obligations under this Agreement.~~
13. Notwithstanding any other provision of this Agreement, if Artist breaches any provision of this Agreement, JV may upon written notice to Artist terminate Artist's rights under this Agreement including Artist's rights under paragraphs 4, 5 and 6 with respect to any episodes of the Series and/or Spin-Offs completed after such termination, provided that if such breach is curable, Artist will have 7 days from JV's written notice of such breach to cure such breach to JV's satisfaction, acting reasonably.
14. Each party represents and warrants to the other that:
 - a. it has the full power and authority to enter, and perform its obligations under, this Agreement;
 - b. it will not be in breach of any other agreement or obligation by entering into and performing its obligations under this Agreement;
 - c. this Agreement is enforceable against it in accordance with its terms;

- d. it has retained independent legal counsel with respect to this Agreement or has waived its right to do so.
15. Artist acknowledges that Artist's remedies for any claim arising out of this Agreement will be limited to actual damages and in no event will Artist be entitled to rescind this Agreement or to seek any injunctive or other equitable relief with respect to the Series or Spin-Offs.
16. Any notice or other communication under this Agreement must be in writing and sent by courier, registered or certified mail, or by email, and will be deemed received upon delivery if sent by courier or registered or certified mail, or the first business day after sending, if sent by email. Such notices and communications may be sent to the applicable party at the address below, or to such other address as the applicable party has notified the other in accordance with this paragraph:
- a. if to JV:
- JV Productions Inc.
62 Hook Avenue
Toronto ON
Canada
M6P 1T4
Attn: Courtney Campbell
Email: courtneycampbell@jvproductions.ca
- b. if to Artist
- Sharon Nash Alexander
[address]
Email:
17. This Agreement reflects the valid and binding obligations of the parties with respect to its subject matter, and contains the entire agreement of the parties and supersedes any prior or contemporaneous agreements (oral and written) between Artist and JV pertaining thereto including, without limitation, the Original Agreement. JV will have the ability to freely assign any and all rights under this Agreement to any third party or entity. Artist's obligations are specific to Artist and Artist will not be able to assign any rights or obligations under this Agreement and any purported assignment by Artist will be null and void. If any provision of this Agreement or the application of any of its provisions are held to be invalid or unenforceable, the remainder of this Agreement, and the application of those remaining provisions, will remain in full force and effect.
18. This Agreement may be signed by digital or electronic signature. This Agreement may be signed in counterparts, each of which will constitute an original and all of which together will constitute one instrument, and delivered via facsimile or e-mail transmission.

[signature page follows]

In witness of the foregoing, the parties have signed this Agreement.

JV Productions Inc.

By: _____
Authorized Signing Officer

Witness Signature

Sharon Nash Alexander

Witness Name (Please print.)

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