

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is entered into between and among plaintiffs Scott Tassone and Christina Kachadorian ("Plaintiffs") on the one hand, and defendant Terrence Lindsey on the other hand ("Lindsey"), on the other hand (Plaintiffs and Lindsey shall be referenced collectively as the "Parties").

RECITALS

A. A dispute has arisen in connection with the reality television series *Storage Hunters*, produced by T Group Productions, Inc. and exhibited nationally on truTV, in which Plaintiffs appeared as cast members during the first and second seasons. A separate dispute has arisen between Plaintiffs and Lindsey, who is not affiliated with the *Storage Hunters* television program.

B. On or about October 8, 2013, Plaintiffs filed a Complaint against Lindsey and other defendants entitled *Tassone et al. v. T Group et al.*, Los Angeles County Superior Court, Case No. BC524007 (hereinafter, the "Action"), alleging claims for (1) intentional infliction of emotional distress; (2) negligent infliction of emotional distress; (3) intentional interference with contractual relations; (4) intentional interference with prospective economic relations; (5) negligent interference with prospective economic relations; (6) conspiracy; (7) negligence; (8) negligent supervision; (9) premises liability; (10) breach of contract; (11) breach of the implied covenant of good faith and fair dealing; (12) breach of the implied covenant not to terminate except without good cause; (13) wrongful termination in violation of public policy; (14) defamation; (15) trade libel; (16) false light; (17) fraud and intentional deceit; (18) negligent misrepresentation; and (19) promissory estoppel.

C. On February 10, 2014, Defendants T Group Productions, Inc., Courtroom Television, LLC d/b/a truTV, David Kelleher, Jenny Daly, Stacia Thompson and Mark Powell (collectively the "T Group Parties") filed an anti-SLAPP motion, pursuant to California Code of Civil Procedure § 425.16.

D. On March 14, 2014, the Ronald and Virginia Kirkpatrick (the “Kirkpatricks”) and Jesse and Ashley McClure (the “McClures”) filed a joinder to the February 10, 2014 anti-SLAPP motion.

E. On March 14, 2014, Defendants the Berniers filed a joinder and anti-SLAPP motion, pursuant to California Code of Civil Procedure § 425.16.

F. On March 17, 2014, Lindsey filed an anti-SLAPP motion, pursuant to California Code of Civil Procedure § 425.16.

G. On September 22, 2014, the Court granted the T Group Parties’ motion to strike, including the joinder by the Kirkpatricks and McClures.

H. On September 22, 2014, the Court granted the joinder and motion to strike filed by the Berniers.

I. The Court is currently scheduled to hear the motion to strike filed by Lindsey on October 22, 2014.

J. To avoid the further costs of litigation and to resolve their differences, the Parties now desire to reach a settlement of all existing disputes between them in this Action, in accordance with the terms set forth below.

AGREEMENT

In consideration of the recitals and mutual promises contained in this Agreement, the adequacy of which are hereby acknowledged, the Parties agree to settle the Action on the following terms:

Dismissal. Within two court days of the execution of this agreement by all Parties, Plaintiffs shall file a dismissal with prejudice of all claims in the Action against the Lindsey.

2. Mutual Release.

a. Plaintiffs Scott Tassone and Christina Kachadorian. Except for the rights and obligations created and preserved under this Agreement, Plaintiffs

Scott Tassone and Christina Kachadorian (on their own behalf and on behalf of their respective past present and future companies, employees, agents, successors, assigns, personal representatives, predecessors, attorneys, heirs, executors, trustees, administrators, successors and assigns or any such persons and each of them) hereby unconditionally relieve, release and forever discharge Terrence Lindsey, and each and all of his past, present and future officers, directors, employees, agents, shareholders, parents, subsidiaries, divisions, successors, assigns, personal representatives, predecessors, divisions, attorneys, and their heirs, executors, trustees, administrators, successors and assigns or any such persons, entities, and each of them (the "Lindsey Released Parties"), of and from any and all claims, debts, liabilities, demands, judgments, accounts, obligations, promises, acts, agreements, costs, expenses (including but not limited to attorneys' fees), damages, actions and causes of action ("Claims"), of any kind or nature, whether known or unknown, suspected or unsuspected, fixed or contingent based on, arising out of, relating to or in connection with any act, omission, statement, occurrence, obligation or condition existing as of or prior to the date of this Agreement, including but not limited to claims related to, in connection with or arising out of, the facts asserted in the Action, as well as any and all Claims that have been or could have been asserted against the Lindsey Released Parties in the Action (the "Lindsey Released Matters").

b. Lindsey. Except for the rights and obligations created and preserved under this Agreement, Lindsey (on his own behalf and on behalf of his respective past present and future companies, employees, agents, successors, assigns, personal representatives, predecessors, attorneys, heirs, executors, trustees, administrators, successors and assigns or any such persons and each of them) hereby unconditionally relieve, release and forever discharge Plaintiffs and all of their respective members, managers, officers, directors, employees, agents, shareholders, subsidiaries, divisions, successors, assigns, personal representatives, predecessors, attorneys, and their heirs, executors, trustees, administrators, successors and assigns or any such persons, entities, and each of them (the "Plaintiffs Released Parties"), of and from any and all Claims, of any kind or nature, whether known or unknown, suspected or unsuspected, fixed or contingent based on, arising out of, relating to or in

connection with any act, omission, statement, occurrence, obligation or condition existing as of or prior to the date of this Agreement, including but not limited to claims related to, in connection with or arising out of, the facts asserted in the Action, as well as any and all Claims that have been or could have been asserted against Plaintiffs in the Action (the "Plaintiffs Released Matters").

c. The Parties acknowledge that they have been advised by their respective counsel and are familiar with the provisions of Section 1542 of the California Civil Code, Which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Parties, being aware of said code section, expressly waive any and all rights they may have under said code section, as well as any other statutes, regulations or common law principles of similar effect.

3. Representations and Warranties.

a. Each person executing this Agreement warrants that he or she has, from the Party or Parties on whose behalf such person is executing this Agreement, the authority to so execute.

b. Each Party has carefully read and reviewed this Agreement and understands it fully, and each Party specifically does not rely upon any statement, representation, legal opinion, accounting opinion or promise of any other Party or any person representing such other Party, in executing this Agreement or in making the settlement provided for herein, except as expressly stated in this Agreement.

c. Each Party has made such an investigation of the law and facts pertaining to this Agreement and of all matters pertaining thereto as it deems necessary. Each Party has been represented by competent counsel of her or its own

choosing, which counsel has provided such Party any and all advice on this Agreement as such counsel and such Party deems necessary or appropriate. This Agreement has been carefully read by, the contents hereof are known and understood by, and it is signed freely by each Party executing this Agreement.

d. This Agreement is the result of arms' length negotiation between the Parties.

e. Each Party to this Agreement agrees that, absent and subject to an order from a court of competent jurisdiction or similar compulsion of law, such Party will not, either directly or indirectly, take any action which would interfere with the performance of this Agreement by any Party hereto, or which would adversely affect any of the rights provided for herein.

f. Each Party represents and warrants that she or it has not assigned to any third party any actual or potential claim or any portion of any actual or potential claim against any other Party to this Agreement.

4. Confidentiality.

a. Each Party agrees that it shall not make any statements or disclose the terms of this Agreement, except (a) with the prior written consent of the other Parties; (b) to any governmental body having jurisdiction; (c) in response to a valid subpoena or as otherwise may be required by law; (d) for the purposes of disclosure in connection with the Securities and Exchange Act of 1934, as amended, and any other reports filed with the Securities and Exchange Commission, or any other filings, reports or disclosures that may be required under applicable laws or regulations; (e) to a Party's accountants, legal counsel, tax advisors and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein; (f) to potential investors that have been bound by a confidentiality agreement and (g) as required during the course of litigation.

b. The Parties and their attorneys expressly agree to keep the terms and conditions of this Agreement strictly confidential upon execution and

thereafter, and that such confidentiality is of the essence and is a material term to this Agreement. The Parties and their attorneys represent and warrant that they shall not disclose, divulge, publish, broadcast, state or otherwise indicate any of the terms of this Agreement to any third party. The Parties and their attorneys further expressly agree to abstain from any press or publicity, including but not limited to television programming, social media and all other forms of media, that discloses, refers to or references the dispute between the Parties, the Action, or the subsequent settlement of the dispute. Notwithstanding the foregoing, if asked about the dispute/lawsuit, the Parties may state that the dispute was amicably resolved.

5. Non-Admission of Liability. The Parties understand and agree that liability for the aforementioned matters is disputed by the Parties released by this Agreement, and all other Defendants in the Action, and that this Agreement is a compromise and shall not be construed as an admission of liability at any time or for any purpose against any of the Parties to this Agreement or any other Defendants in the Action.

6. Notice. All notices under this Agreement shall be sent via overnight or hand delivery as follows (subject to the right of each Party to change this notice designation by written notice to the other):

To Lindsey:
[Name]
[Street Address]
[City], [State] [Zip Code];

To Plaintiffs:
Scott Tassone
[Street Address]
[City], [State] [Zip Code]

With a copy to:
Ashley C.L. Brown, Esq.
[Street Address]
[City], [State] [Zip Code]

With a copy to:
[Street Address]
[City], [State] [Zip Code] Los Angeles, CA
90067

Los Angeles, CA 90067

7. Construction of Agreement. This Agreement shall be construed as a whole according to its fair meaning. The language of this Agreement shall not be construed for or against any Party. No provision of this Agreement shall be construed against any Party by virtue of the activities of that Party or such Party's attorneys. The headings used in this Agreement are for reference only and shall not affect the construction of the Agreement. Nothing in this Agreement shall be construed as an admission by Plaintiffs or the Berniers of any wrongdoing or liability.

8. Severability. The Parties hereto covenant and agree that in the event that any provision of this Agreement should be held by a court of competent jurisdiction to be void, voidable, illegal or unenforceable in any respect, the remaining portions thereof and provisions hereof shall nevertheless remain in full force and effect as if such void, voidable, illegal or unenforceable provision had never been contained in this Agreement.

9. Waiver. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

10. Governing Law. This Agreement shall be construed in accordance with, and governed by, the internal laws and not the laws of conflicts of the State of California. The parties further agree that with respect to trademark infringement issues, the law of the Ninth Circuit shall be the governing law.

11. Execution in Counterparts. This Agreement may be executed and delivered in two or more counterparts, each of which, including but not

limited to pages transmitted by facsimile or electronically, when so executed and delivered, shall be deemed to be an original.

12. Entire Agreement. This Agreement constitutes a single integrated, written contract expressing the entire agreement of the Parties hereto relative to the subject matter hereof. No recitals, covenants, agreements, representations or warranties of any kind whatsoever have been made or have been relied upon by any Party hereto, except as specifically set forth in this Agreement. All prior discussions and negotiations have been or are merged and integrated into, and are superseded by, this Agreement. This Agreement may be amended only by a written agreement executed by or on behalf of each of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto each have approved and executed this Agreement effective as of the date set forth above.

Terrence Lindsey

Scott Tassone

_____ Date:_____

_____ Date:_____

Christina Kachadorian

_____ Date:_____

Approved as to Form and Content:

Sam Kelsall

Ashley C.L. Brown, Esq.

_____ Date:_____

_____ Date:_____

By: Sam Kelsall

By: Ashley C.L. Brown