

## RESTATED AGREEMENT

WHEREAS, this Agreement supersedes the previous agreement between Venters and Ordonez signed by both parties on March 29, 2019.

WHEREAS, Gordon Scott Venters is the CEO of The Movie Studio ("TMS" or "the Company"), and as of March 15, 2019 owns 104,106 Reg 1-A common shares and 5,750,000 "ripened" preferred shares for a total of 5,854,106 shares (OTC: MVES 30,000,298) representing 19.51% of the current ownership of the Company.

WHEREAS, Venters owns 194,249,424 preferred shares (A & B control shares, 4 to 1 voting rights, and 1 for 1 conversion into common stock) that are "book entry only" and as of March 15, 2019, have not been converted into common shares because it would substantially dilute current shareholders. These shares would only be converted subject to a "major value proposition" (e.g. substantial acquisition(s), multiple of share price post-split, reverse merger 10mm rate (10 to 1), etc.) effectuated by Venters in accordance with his fiduciary responsibility as CEO.

WHEREAS, Excelina Ordoñez has been an independent contractor serving as Producer and Creative Consultant with TMS since 2013, and as of March 15, 2019 owns 2,138,014 common shares representing 7.13% of the current ownership of the Company.

NOW THEREFORE, Venters and Ordoñez agree as follows:

1. The term of this restated agreement is for 5 months, beginning August 1, 2019 and ending December 31, 2019 and may not be terminated by either party prior to December 31, 2019.
2. Venters and Ordonez agree that for the term of this agreement, Ordonez shall receive a monthly fee of \$5,000 per month payable on the first day of each month starting August 1, 2019. Ordonez is an independent contractor and this fee shall be paid under independent contractor regulations defined by the IRS. As such, Ordonez is not obligated to perform her responsibilities as an independent contractor in any particular place or at any particular time.
3. Ordonez agrees that for the term of this agreement, she shall 1) coordinate and support efforts between The Movie Studio and Odyssey Media, Inc. to advance the production of three independent films: Cause and Effect, Pegasus, and 15 Minutes of Fame, and 2) at her sole discretion, pursue any other tasks for which she is due compensation under this agreement.
4. Venters agrees that he will, as promised, immediately transfer 50% of the 340,000 shares held by the Company in Grand Havana Inc., as represented in share certificate #2088 dated May 22, 2018.
5. Venters agrees that at any time, including after separation of either Party from the Company, upon sale of his 5,750,000 ripened preferred shares at prevailing market price, the proceeds of such sale(s) shall be split 50/50 with Ordonez (representing a value of 2,875,000 shares for Ordonez). Proceeds due to Ordoñez shall be deposited in an account designated by Ordonez, within 30 days. Parties agree that subject to opinion of counsel, Venters can sell only 1% of outstanding common shares every 90 days.

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6. Venters agrees that for the term of this agreement, Ordoñez is due a finder's fee of 15% of any debt or service transaction which Ordoñez facilitates or is otherwise a participant. Debt finder's fees will be paid within 7 days of receipt of funds, and service transaction fees will be paid quarterly on net revenues.
7. Venters agrees that for the term of this agreement, Ordoñez is due a fee of 33% of all new product placement and location gross revenues secured by Ordoñez.
8. Venters agrees that for the term of this agreement, Venters and Ordoñez are each entitled to 50% of the total compensation paid by the Company, in cash or in stock, to both Parties. Of particular importance is the period beginning August 1, 2019, on which date Venters asked Ordoñez by text message not to return to the office and that all legacy agreements would be respected, and during which time Ordonez continued to work on behalf of the Company, and for which she has received no compensation from the Company. At the end of each calendar year, if the cumulative compensation paid to Ordoñez under sections 2., 3., and 4. above is not equal to at least the total compensation received by Venters from the Company that calendar year, Venters shall pay Ordoñez 50% of the difference between what was paid to Venters and what was paid to Ordoñez that calendar year. In the event Ordoñez was paid more in any calendar year, Venters is entitled to a payment from the Company for 50% of the difference.
9. As an inducement to Ordoñez to affirm and enhance her business relationship with the Company, the Parties agree that upon termination of this agreement:
- Venters may convert 2,033,908 of his unconverted preferred shares into common shares to achieve parity with Ordonez at 2,138,014 common shares each.
  - Venters agrees that in perpetuity, all personal compensation paid by Company to Venters resulting from Company projects or activities in which Ordoñez was a participant, or in which persons or entities brought by Ordoñez to the Company are or were participants, shall be split 50/50 with Ordoñez. A list of all persons, entities, projects and transactions to which this applies, as of August 25, 2019, is attached hereto as Exhibit A.
  - Venters agrees that in perpetuity, Ordoñez is due a finder's fee of 15% of total debt and service transactions with persons or entities originally brought by Ordoñez to the Company (as listed in Exhibit A).
  - Venters agrees that until March 7, 2021, upon sale of any of his then converted (per 7.a. above and not including any of the currently owned 5,750,000 preferred shares) personal stock holdings, the sale proceeds of said personal stock will be split 50/50 with Ordonez. To the extent that any of the aforementioned personal stock is not held to the benefit of Venters, Venters shall replace said stock with shares held to his benefit. Any additional issuances of MVES shares will be issued without voting rights so as not to affect any assignment of shares.
  - Venters agrees that under separate talent agreements, Ordoñez shall retain her leading role and commensurate compensation in the films: Cause and Effect, and Pegasus, as previously agreed.
  - Personal compensation received by Venters for Company projects or activities initiated after termination of agreement with entities not listed on Exhibit A shall not be subject to the 50/50 split with Ordoñez.

Ordonez agrees not to contact or do business with any shareholders or vendors of the Company, except for Odyssey Media, Inc. and those brought by her independently to the

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| Company, and listed on Exhibit A, or otherwise compete directly with the Company until after March 7, 2021.

Upon both Parties fulfillment of the terms of this agreement, and no breach or default by either Party, Parties affirm that this agreement creates a legal and binding obligation, and that any breach thereof entitles the other Party to seek any remedy available by law or in equity.

AGREED

\_\_\_\_\_  
Gordon Scott Venters

\_\_\_\_\_  
Date

| \_\_\_\_\_  
Excelina Ordoñez

\_\_\_\_\_  
Date

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# Exhibit A

Person	Entity	Notes
<u>Kirk Shaw</u>	<u>Odyssey Media</u>	
<u>Chris Cottone</u>	<u>Greentree Financial</u>	
<u>Robert Rico</u>	<u>Grand Havana</u>	
<u>Frank Stronach</u>	<u>Gulf Stream</u>	<u>King of the Sport of Kings</u>
<u>Hal Porcelain</u>		
<u>Hal Porcelain's Investors</u>		
<u>Daniel Abello</u>		
<u>Harvey</u>		
<u>Randy</u>		
<u>Johnathan Linwan</u>		<u>Attorney</u>
<u>Melanie Bailey/TX</u>		<u>Audit accountants (TX)</u>
<u>Matt</u>	<u>JH Financial</u>	
<u>Big L</u>	<u>Migos</u>	
<u>Daniela</u>		<u>Dr. Robert Rey</u>
<u>Dr. Robert Rey</u>		
<u>Rene Lara</u>		<u>Investor</u>
<u>Sumair Mitro</u>		
<u>Tom Madden</u>	<u>Transmedia Group</u>	
<u>Matt</u>	<u>AMC Theatres</u>	
<u>Willy Colon</u>		<u>Movie</u>
<u>Kenny Goodman</u>		
<u>Ariel</u>		<u>Actor</u>
<u>Nestor Gianni</u>		
<u>Alejandro DiCarlo</u>		
<u>Edmon</u>		<u>Panama ex-ambassador</u>
<u>Todd</u>		
<u>Jimmy</u>	<u>Tuby Channel</u>	
<u>David Kratchil</u>		<u>New York</u>
<u>Greg</u>		<u>Consulting/financing</u>
<u>Cessy Restrepo Shaw</u>		<u>Celia Cruz movie</u>
<u>Steven Breving</u>		
<u>Farcano</u>		
<u>Keith Haymes</u>		
<u>Cucho Zarmiento</u>	<u>Univision &amp; Telemundo</u>	

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<u>Gaspar</u>	<u>Telemundo</u>	
<u>Xavier Bruno</u>		<u>Actor</u>
<u>Ignacio Allende</u>		
<u>Cid Galindo</u>		
<u>Tony Elejalde, III</u>	<u>HMS Miami</u>	
<u>Hector Pastrana</u>	<u>HMS Miami</u>	
<u>Juan Carlos Diaz</u>		<u>Director</u>
<u>Randy</u>	<u>Grand Havana</u>	
<u>Henry Miller</u>	<u>Transmedia</u>	
<u>JH Darby</u>		
<u>Quinn Kramer</u>	<u>AMC</u>	
<u>Mr. Matt</u>	<u>Miami Club Rum</u>	
<u>William Levy</u>	<u>Miami Club Rum</u>	
▲	<u>New Bridge Capital</u>	
▲	<u>Estefan's Kitchen</u>	
▲	<u>JH Darbie &amp; Co.</u>	
▲	<u>Global Universal</u>	<u>Distributor</u>
▲	<u>CCT</u>	
▲	<u>Global &amp; Glass</u>	
▲	<u>House</u>	
▲		
<u>Joint Association</u>		
<u>Brian Soccer</u>	<u>RRBB</u>	<u>50/50</u>
<u>Robert Greg</u>		<u>50/50</u>
<u>Arrowhead Library</u>		<u>50/50</u>
<u>Emerging Pictures</u>		<u>50/50</u>

Gordon Scott Venters Date

Excelina Ordoñez Date

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