

AGREEMENT, dated as of December 20th, 2018, by and between **BETHEL PERFORMING ARTS CENTER, LLC**, a New York limited liability company ("**Bethel Woods**" or "**Center**") with offices located at One Cablevision Center, Liberty, New York 12754, and **Live Nation Worldwide, Inc.**, a Delaware corporation ("**Live Nation**"), with offices at 430 W 15th St. New York, New York 10014, and **INVNT FSTVLs, LLC**, a Delaware limited liability company ("**INVNT**"), with offices located at 524 Broadway, New York, New York 10012, collectively (the "**Promoters**" or the "**Parties**").

WITNESSETH:

WHEREAS, Bethel Woods is a wholly owned subsidiary of a 501(c)(3) public charity whose purposes include operating a performing arts center on property owned or available to it, all in order to promote and improve the quality of life and the general welfare of Sullivan County and the surrounding region;

WHEREAS, among the properties owned by Bethel Woods, is a parcel of land in Bethel, New York which was the site (the "**Site**") of the historic 1969 Woodstock Music Festival;

WHEREAS, in furtherance of Bethel Woods' and its parent entity's purposes and to continue interest in and awareness of the Site and its development and its unique role in the musical and cultural history of the nation, Bethel Woods produces public performances including concerts and other cultural, educational, and community events at the Center and otherwise at or around the Site;

WHEREAS, August of 2019 will mark the 50th Anniversary of the Woodstock Music Festival and Bethel Woods seeks to develop and hold at the Center, a music, art and culture festival that commemorates the relevance of the historic event;

WHEREAS, Live Nation has significant experience in conceiving, planning and producing concerts and other musical events and has historically co-promoted and booked concerts at Bethel Woods' Pavilion Stage (the "**Pavilion**") since the Center's opening in 2006

WHEREAS, INVNT has significant experience as a global live brand storytelling and communications agency that plans and produces events;

WHEREAS, the Parties have been planning, conceiving, and developing the concepts of the anniversary festival (the "**Festival**") since 2017, and the Parties seek to be equal partners in the financial outcome of the Festival; and

NOW, THEREFORE, the parties hereby agree as follows:

1. TERM

The "**Term**" of this Agreement shall commence as of the Effective Date first written above and terminate on December 31, 2019. The expiration of the Term shall not serve to relieve any Party of any unpaid or un-discharged liabilities or obligations hereunder. Following the expiration of the Term, including any renewal thereof, the Parties shall remain reasonably available to one