

## FINANCING AND PRODUCTION AGREEMENT

This financing and production agreement ("Agreement") dated as of November 2, 2018 is by and between [REDACTED], LLC, a Delaware limited liability company [REDACTED] are hereby referred to as "Party" and collectively the "Parties." For good and valuable consideration, the Parties hereby agree as follows:

### 1. Background.

(a) [REDACTED] s LC, a Wyoming limited liability company, has agreed to exclusively license to W50 certain intellectual property rights related to the Festival (as defined below) pursuant to the Trademark and Service Mark License Agreement, dated November 2, 2018, by and between [REDACTED] Ventures LC as licensor and W50 as licensee (the "License Agreement"). The Parties intend to produce a music and arts festival in August 2019 to celebrate the 50<sup>th</sup> anniversary of the 1969 [REDACTED] Music & Art Fair (the "Festival"). The Festival will be held on 900 acres of greenfields next to Watkins Glen International in Watkins Glen, NY.

(b) W50 is a company newly formed for purposes of producing the Festival. Amplifi acknowledges that it has been provided with copies of (i) the articles of formation of W50 filed with the Secretary of State of the State of New York ("Articles"), (ii) the License Agreement executed by all the parties thereto, and (iii) the operating agreement of W50 executed by all the parties thereto ("Operating Agreement"). During the period from the date hereof until the earlier of (A) the termination of this Agreement or (B) the date when Amplifi has received the Festival Net Proceeds or other amounts payable hereunder in an amount equal to the Principal Amount actually funded pursuant to Section 4(a), W50 shall not, without Amplifi's prior written consent in each instance (which shall not be unreasonably withheld, conditioned or delayed), make any amendments to or terminate the Articles, the License Agreement or the Operating Agreement, in each case which would adversely affect Amplifi's rights hereunder or Amplifi's participation in the Festival Proceeds.

(c) Concurrently with the execution of this Agreement, Woodstock Ventures LC and Amplifi have entered into the Future Financing Rights Agreement providing Amplifi with certain rights regarding the production of additional future "Woodstock" festivals and other revenue streams relating to the Festival that are not covered in this Agreement (e.g., a partnership with a publisher to produce "W50 Magazine" for the Festival).

### 2. Festival Specifications and Management.

(a) The Parties hereby agree to cooperate to produce the Festival in a good and workmanlike manner in accordance with highest industry practices and standards. The Parties shall be jointly responsible for the day to day operations for the development, production and marketing of the Festival (with a right to delegate services to third parties), including, without limitation, (i) booking and coordination of all artists; (ii) booking/leasing of the Festival location; (iii) managing the box office and ticket sales; (iv) production of the Festival, including coordination of the stage,