

Fill in this information to identify the case:

Debtor Reynard Productions, LLC

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 25-11447

**Modified Official Form 410
Proof of Claim**

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

<p>1. Who is the current creditor?</p>	<p><u>NYC Festivals, LLC; NYC Club Event, LLC; SFXE IP LLC; and LiveStyle Holdings, Inc.</u></p> <p>_____ Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p><u>See summary page</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p><u>LiveStyle Holdings, Inc.</u> <u>Charles C. Ciongoli</u> <u>9171 Wilshire Blvd., Suite 500</u> <u>Beverly Hills, CA 90210</u></p>
	<p>Contact phone <u>516-296-9165</u></p> <p>Contact email <u>tslome@cullenllp.com</u></p>	<p>Contact phone <u>310-860-2828</u></p> <p>Contact email <u>cciongoli@lifestyle.com</u></p>
	<p>Uniform claim identifier (if you use one): _____</p>	
<p>4. Does this claim amend one already filed?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 11,954,684.44. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.

Property Sold and Money Loaned - See Rider

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: UCC-1 Filings
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ Unknown
Amount of the claim that is secured: \$ Unknown
Amount of the claim that is unsecured: \$ Unknown (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ 11,954,684.44

Annual Interest Rate (when case was filed) 10 %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/29/2025
MM / DD / YYYY

/s/Charles C. Ciongoli
Signature

Print the name of the person who is completing and signing this claim:

Name Charles C. Ciongoli
First name Middle name Last name

Title Executive VP and CFO

Company LiveStyle Holdings, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 523-2951 | International (781) 575-2140

Debtor: 25-11447 - Reynard Productions, LLC		
District: District of Delaware		
Creditor: NYC Festivals, LLC; NYC Club Event, LLC; SFXE IP LLC; and LiveStyle Holdings, Inc. Thomas R. Slome, Esq., Cullen and Dykman LLP 333 Earle Ovington Boulevard, 2nd Fl. Uniondale, NY, 11553 Phone: 516-296-9165 Phone 2: Fax: Email: tslome@cullenllp.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Disbursement/Notice Parties: LiveStyle Holdings, Inc. Charles C. Ciongoli 9171 Wilshire Blvd., Suite 500 Beverly Hills, CA, 90210 Phone: 310-860-2828 Phone 2: Fax: E-mail: cciogoli@lifestyle.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor:		Amends Claim: No Acquired Claim: No
Basis of Claim: Property Sold and Money Loaned - See Rider		Last 4 Digits: No Uniform Claim Identifier:
Total Amount of Claim: 11,954,684.44		Includes Interest or Charges: Yes
Has Priority Claim: No		Priority Under:
Has Secured Claim: Yes: Unknown Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No		Nature of Secured Amount: Value of Property: Unknown Annual Interest Rate: 10%, Fixed Arrearage Amount: 11,954,684.44 Basis for Perfection: UCC-1 Filings Amount Unsecured: Unknown

Submitted By:

Charles C. Ciongoli on 29-Oct-2025 10:16:19 a.m. Pacific Time

Title:

Executive VP and CFO

Company:

LiveStyle Holdings, Inc.

United States Bankruptcy Court for the District of Delaware

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- | | | |
|---|---|--|
| <input type="checkbox"/> AG Management Pool LLC (Case No. 25-11445) | <input type="checkbox"/> Avant Gardner, LLC (Case No. 25-11443) | <input type="checkbox"/> Made Event LLC (Case No. 25-11442) |
| <input type="checkbox"/> AGDP Holding Inc. (Case No. 25-11446) | <input type="checkbox"/> EZ Festivals LLC (Case No. 25-11444) | <input checked="" type="checkbox"/> Reynard Productions, LLC (Case No. 25-11447) |

Modified Official Form 410 Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

1. Who is the current creditor?	NYC Festivals, LLC; NYC Club Event, LLC; SFXE IP LLC; and LiveStyle Holdings, Inc. Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Thomas R. Slome, Esq., Cullen and Dykman LLP Name 333 Earle Ovington Boulevard, 2nd Fl. Number Street Uniondale NY 11553 City State ZIP Code Country Contact phone 516-296-9165 Contact email tslome@cullenlp.com Uniform claim identifier (if you use one): _____	Charles C. Ciongoli, LiveStyle Holdings, Inc. Name 9171 Wilshire Blvd., Suite 500 Number Street Beverly Hills CA 90210 City State ZIP Code Country Contact phone 310-860-2828 Contact email cciongoli@lifestyle.com
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim?
\$ 11,954,684.44 Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Property Sold and Money Loaned (See Rider)

9. Is all or part of the claim secured? No (See Rider)
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: UCC-1 Filings
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ Unknown
Amount of the claim that is secured: \$ Unknown
Amount of the claim that is unsecured: \$ Unknown (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ 11,954,684.44
Annual Interest Rate (when case was filed) 10 %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

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If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

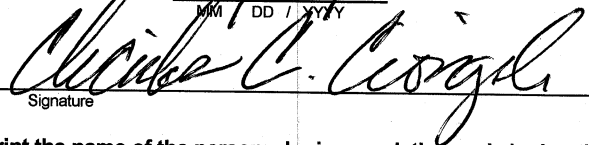
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

10/28/2025
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name	Charles	C.	Ciongoli
	First name	Middle name	Last name
Title	Executive VP & CFO		
Company	LiveStyle Holdings, Inc.		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	9171 Wilshire Blvd., Suite 500		
	Number	Street	
	Beverly Hills, CA 90210		
	City	State	ZIP Code Country
Contact phone	310-860-2828	Email	cciongoli@lifestyle.com

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X

In re:

Chapter 11

AGDP HOLDING INC., *et al*,¹

Case No.: Case No. 25-11446 (MFW)

(Jointly Administered)

Debtors.

-----X

RIDER TO PROOF OF CLAIM FILED BY CREDITORS NYC FESTIVALS, LLC, NYC CLUB EVENT, LLC, SFXE IP LLC AND LIVESTYLE HOLDINGS, INC. AGAINST DEBTOR REYNARD PRODUCTIONS, LLC

1. **Basis for Claim.**

This proof of claim is being submitted by NYC Festivals, LLC, NYC Club Event, LLC, SFXE IP LLC and LiveStyle Holdings, Inc. (collectively, the “Claimants”) and being filed in the chapter 11 case of Reynard Productions, LLC (“Debtor”), Case No. 25-11447-mfw.

Claimants sold various intellectual property to the Debtors in this case and lent them \$2 million pursuant to various agreements, including an asset purchase agreement and various security agreements, a settlement agreement and a promissory note. Claimant asserts this claim (the “Claim”) for \$11,954,684.44 as a general unsecured claim, and the computation of such amount, including the principal and interest components thereof, are set forth on the schedule attached hereto. Claimants are entitled to their accrued and accruing attorneys’ fees and disbursements as part of this Claim in an as of now unliquidated amount but reserve the right to supplement this proof of claim for such fees and disbursements.

2. **If Court Judgment, Date Obtained.**

¹ The Debtors in these chapter 11 cases are AGDP Holding Inc.; Avant Gardner, LLC; AG Management Pool LLC; EZ Festivals LLC; Made Event LLC; and Reynard Productions, LLC. The Claimants are filing virtually identical proofs of claims against Avant Gardner, LLC, EZ Festivals LLC, Made Event LLC and Reynard Productions, LLC.

No judgment has been obtained on the Claim or any portion thereof.

3. **Classification of Claim.**

This Claim is asserted as a general unsecured claim except to the extent, if any, that there is any value in the property securing the Claim. While the Debtor granted Claimants a blanket security interest in their assets to secure the Claim, it appears that all of the assets were sold via credit bid to the entity that held a senior lien on the assets, and therefore, there does not appear to be any collateral remaining to secure the Claim. To the extent that there is and it has any value, this Claim is asserted as a secured claim.

4. **Credits and Setoffs.**

No payments have been made with respect to the amounts in this Proof of Claim. All credits, if any, have been applied to the Claim in determining the amount asserted in this Proof of Claim.

5. **Documents Supporting Claim.**

The main documents supporting this Claim, including the asset purchase agreement, security agreements, settlement agreement and promissory note are attached hereto. Other documents are voluminous and available upon request.

6. **Reservation of Rights.**

Claimant reserves the right to amend or supplement this Proof of Claim to reflect any additional claims it may have against the Debtor or amounts that the Debtor may owe to Claimant or the classification of this or any additional claims.

7. **No Waiver.**

This Proof of Claim is filed to protect Claimant from any possible forfeiture of the Claim. The filing of this Proof of Claim is not: (a) a waiver or release of Claimant's rights against any

person, entity or property; (b) a consent by Claimant to the jurisdiction of the Bankruptcy Court with respect to the subject matter of the Claim or any objection or other proceeding commenced in this case against or otherwise involving Claimant; (c) a waiver of the right to move to withdraw the reference or otherwise to challenge the jurisdiction of this reference or otherwise challenge the jurisdiction of the Bankruptcy Court; (d) an election of remedy; or (e) a waiver of any rights or claims Claimant may have against the Debtor's estate or any person or entity with respect to the subject matter of the Claim or any other rights and remedies.

8. **Notices.**

All notices to this Claim should be sent to:

CULLEN AND DYKMAN LLP
333 Earle Ovington Boulevard, 2nd Floor
Uniondale, NY 11553
Attn: Thomas R. Slome, Esq.
Telephone: 516-296-9165
Email: tslome@cullenllp.com

Charles C. Ciongoli
Executive VP & CFO
LiveStyle Holdings, Inc.
9171 Wilshire Blvd., Suite 500
Beverly Hills, CA 90210
Office: 310.860.2828
cciongoli@lifestyle.com

Interest Itemization

LiveStyle Holdings, Inc.

AGDP / Made & EZ Note Receivable | Interest Calculation

Proof Of Claim Chart

Daily Rate		10%	\$	3,004.44	
		Days	Interest	Running Balance	
07-16-2024	Note Princpal Balance			\$ 10,816,000.00	
07-31-2024		15	45,066.67	10,861,066.67	
08-31-2024		30	90,133.33	10,951,200.00	
09-30-2024		30	90,133.33	11,041,333.33	
10-31-2024		30	90,133.33	11,131,466.67	
11-30-2024		30	90,133.33	11,221,600.00	
12-31-2024		30	90,133.33	11,311,733.33	
01-31-2025		30	90,133.33	11,401,866.67	
02-28-2025		30	90,133.33	11,492,000.00	
03-31-2025		30	90,133.33	11,582,133.33	
04-30-2025		30	90,133.33	11,672,266.67	
05-31-2025		30	90,133.33	11,762,400.00	
06-30-2025		30	90,133.33	11,852,533.33	
07-31-2025		30	90,133.33	11,942,666.67	
08-01-2025		1	3,004.44	11,945,671.11	
08-02-2025		1	3,004.44	11,948,675.56	
08-03-2025		1	3,004.44	11,951,680.00	
08-04-2025		1	3,004.44	11,954,684.44	

July 15, 2024 Promissory Note

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS PROMISSORY NOTE IS SUBJECT TO THE TERMS AND PROVISIONS OF THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF NOVEMBER 16, 2023 (THE "INTERCREDITOR AGREEMENT"), BY AND AMONG ALTER DOMUS (US) LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS AGENT FOR THE SENIOR LENDERS (AS DEFINED THEREIN), INCLUDING STRATEGIC YELDCO LLC, AS A SENIOR LENDER (AS DEFINED THEREIN), LIVESTYLE HOLDINGS, INC., A DELAWARE CORPORATION AND CERTAIN OF ITS AFFILIATES, AND THE OTHER PARTIES SIGNATORY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS PROMISSORY NOTE AND THE INTERCREDITOR AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN.

PROMISSORY NOTE

\$10,816,000.00

July 16, 2024

Maturity Date: December 31, 2026

FOR VALUE RECEIVED, the undersigned AGDP Parties (as defined below) hereby promise to pay to the LiveStyle Parties (as defined below) on December 31, 2026 (the "Maturity Date") the outstanding principal amount of this Note, which as the date hereof is \$10,816,000.00 (the "Loan Amount") and all accrued and unpaid interest thereon, which interest shall accrue on the Loan Amount as provided in Section 2 hereof. The AGDP Parties shall make all cash payments due on this Note in US Dollars at the address referred to in Section 10.1 hereof or by wire transfer in immediately available funds to a bank account designated with reasonable advance notice by LiveStyle, on behalf of the LiveStyle Parties. Capitalized terms used in this Note shall have the meanings ascribed thereto herein, including in Schedule A attached hereto.

1. NOTE; REPLACEMENT OF SETTLEMENT AGREEMENT.

Reference is made to (i) that certain Asset Purchase Agreement, dated as of May 13, 2022 (as amended, supplemented, and/or modified, including by the Settlement Agreement (as defined below), the "Purchase Agreement"), by and among EZ Festivals, LLC (f/k/a EZ Acquisition LLC), a Delaware limited liability company ("EZ"), Made Event, LLC (f/k/a M Event Acquisition LLC), a Delaware limited liability company ("Made Event" and, together with EZ, the "Buyers"), AGDP Holding Inc., a New York corporation ("AGDP"), NYC Festivals, LLC (f/k/a EZ Festivals, LLC), a New York limited liability company ("NYC Festivals"), NYC Club Event, LLC (f/k/a Made Event, LLC), a Massachusetts limited liability company ("NYC Club Event"), and SFXE IP LLC, a Delaware limited liability company ("SFXE" and together with NYC Festivals and NYC Club Event, the "Sellers"), and LiveStyle Holdings, Inc., a Delaware corporation ("LiveStyle" and, together with the Sellers, the "LiveStyle Parties"), and (ii) that certain Settlement Agreement, dated as of November 16, 2023 (the "Settlement Agreement"), by and among the LiveStyle Parties, Made Event, AGDP, Avant Gardner LLC, a New York limited liability company ("Avant Gardner") and Reynard Productions LLC ("Reynard" and together with Made Event, AGDP and Avant Gardner, the "AGDP Parties").

This Promissory Note (this "Note") amends and restates and replaces the Settlement Agreement in its entirety and (a) all references to the Settlement Agreement in any Loan Document other than this Note (including in any amendment, waiver or consent) shall be deemed to refer to this Note, (b) all references to any section (or subsection) of the Settlement Agreement in any Loan Document other than this Note shall be amended to be, *mutatis mutandis*, references to the corresponding provisions of this Note, (c) except as the context otherwise provides, all references to this Note herein (including for purposes of indemnification and reimbursement of fees) shall be deemed to relate to the Settlement Agreement, as replaced by this Note, and (d) each of the AGDP Parties hereby (i) ratifies and reaffirms all of its obligations under each of the Loan Documents (as amended hereby) to which it is a party and (ii) acknowledges and agrees that subsequent to, and taking into account all of the terms and conditions of this Note, each Loan Document

(including the security provisions set forth therein) to which it is a party shall remain in full force and effect in accordance with the terms thereof and shall not be impaired or limited by the execution and delivery of this Note. This Note is not intended to constitute, and does not constitute, a novation of the obligations and liabilities under the Settlement Agreement (including the Obligations) or to evidence, and does not evidence, payment of all of such obligations and liabilities.

On and after the Effective Date (as hereinafter defined), (i) the Settlement Agreement shall be of no further force and effect except to evidence the incurrence by any AGDP Party of the "Obligations" under and as defined therein (whether or not such "Obligations" are contingent as of the Effective Date), (ii) all "Obligations" under the Settlement Agreement as of the Effective Date shall be deemed to be Obligations as defined herein (whether or not such "Obligations" are contingent as of the Effective Date) and (iii) all "Liens" (as defined in the Settlement Agreement) granted under the Loan Documents shall continue to secure the Obligations as defined herein.

2. INTEREST PROVISIONS

The outstanding principal amount of this Note shall bear interest at a rate equal to ten percent (10%) per annum, and shall be payable in arrears on the Maturity Date.

All interest hereunder shall be computed on the basis of a 360-day year consisting of twelve 30-day months and shall be payable for the actual number of days elapsed. Notwithstanding any provisions of this Note, in no event shall the amount of interest paid or agreed to be paid by the AGDP Parties exceed an amount computed at the highest rate of interest permissible under applicable law.

3. PAYMENT PROVISIONS

3.1. Payment at Maturity of the Note. On the Maturity Date, or on any accelerated maturity of the Note, the AGDP Parties will pay the principal amount of the Note then owing, together with all accrued and unpaid interest thereon and any Expenditures due and owing pursuant to Section 10.5.

3.2. Optional Redemption. Subject to Section 3.3 herein, the AGDP Parties may at any time and from time to time redeem the Note, in whole or ratably in part, at any time without premium or penalty at a price equal to 100% of the principal amount of the Note so redeemed, together with all accrued and unpaid interest thereon and all other Expenditures due at the time of such prepayment.

3.3. Notice of Redemption. Notice of each optional redemption of the Note pursuant to Section 3.2 hereof shall be given in accordance with Section 8.1 hereof not fewer than five (5) Business Days before the redemption date (or such other date as may be agreed to by LiveStyle in its sole discretion), in each case by delivering written notice (which may be by email) to LiveStyle of its intention to redeem, which such notice specifies the date of redemption and the principal amount of the Note held by the LiveStyle Parties to be redeemed on such date.

3.4. Payment of Redemption Price. Upon each optional redemption of the Note, in whole or in part, the AGDP Parties will pay to the LiveStyle Parties the principal amount of the Note to be redeemed, as set forth in the notice delivered pursuant to Section 3.3 hereof, together with unpaid interest in respect thereof accrued to and including the redemption date and any Expenditures due at the time of such optional redemption of the Note (the "Redemption Price"). On the redemption date, if requested by the AGDP Parties, the LiveStyle Parties will deliver this Note to the AGDP Parties for notation thereon of the amount of principal so redeemed, and in consideration therefor, the AGDP Parties shall deliver the Redemption Price to the LiveStyle Parties, which will be payable in US Dollars by wire transfer of immediately available funds to a bank account designated with reasonable advance notice by LiveStyle.

Any optional redemption of less than the entire unpaid principal balance of this Note shall not postpone or extend the due date of any subsequent payments due under this Note.

3.5. Application of Payments. All payments made by the AGDP Parties hereunder shall be in lawful money of the United States of America and shall be applied: (i) first, to the payment in full of accrued unpaid interest, (ii) second, to the payment of any Expenditures and (iii) third, to the reduction of the unpaid principal payable on the Maturity Date.

4. CONDITIONS TO EFFECTIVENESS. This Note shall become effective as of the first Business Day (the "Effective Date") when each of the following conditions precedent shall have been satisfied (or waived) in a manner satisfactory to the LiveStyle Parties:

4.1. Delivery of Documents. The LiveStyle Parties shall have received on or before the Effective Date the following, duly executed by the Persons party thereto:

4.1.1. this Note; and

4.1.2. a certificate of an Authorized Officer of each AGDP Party, certifying (A) as to the correct and complete copies of the Governing Documents of such AGDP Party, (B) as to a copy of the resolutions or written consents of the board of directors, shareholders and/or any similar governing body of such AGDP Parties authorizing the execution, delivery and performance of each Loan Document to be executed by each AGDP Party and the consummation of the transactions contemplated thereby, and (C) the names and true signatures of the Authorized Officers who are duly elected (or appointed) and qualified officers or approved signatories of each AGDP Party.

4.2. Payment of Fees, Etc. Upon execution and delivery of this Note, the AGDP Parties shall have paid to the LiveStyle Parties all fees, costs and expenses then payable pursuant to Section 10.5.

5. REAFFIRMATION OF LOAN DOCUMENTS AND WAIVER OF DEFENSES; EFFECT ON INITIAL LOAN DOCUMENTS.

5.1. Reaffirmation of the Guaranty. Except as modified by this Note, each AGDP Party acknowledges, ratifies, reaffirms and agrees that the terms of the Guaranty and the other Loan Documents that apply to it and all of their provisions remain in full force and effect in accordance with their stated terms.

5.2. Reaffirmation of Security Interest. Except as modified by this Note, each AGDP Party acknowledges, ratifies, reaffirms and agrees that the terms of the Security Agreement and each of the other Loan Documents and the perfected liens and security interests created thereby in favor of and for the benefit of the Secured Parties in the Collateral are, and will remain, in full force and effect and binding on all of the AGDP Parties and are hereby ratified and confirmed in all respects.

5.3. Effect on Purchase Agreement. Except as expressly provided herein, the Purchase Agreement shall remain in full force and effect in accordance with its terms.

5.4. Waiver of Defenses. The Obligations of the AGDP Parties are absolute and unconditional, and the AGDP Parties do not have any defenses, affirmative defenses or rights of offset of any nature whatsoever in connection with this Note or any of the Loan Documents and any defaults that existed under any of the Loan Documents as of the date hereof, or any Obligations, and agree that if any such defenses, affirmative defenses, or rights of offset exist, they are hereby waived and released, and that

the AGDP Parties shall assert no claims or counterclaims against the Lifestyle Parties which could be asserted against the LiveStyle Parties by reason of any previous act, conduct, or omission of the LiveStyle Parties or any of its past or present officers, directors, shareholders, predecessors, employees, and agents in connection with this Note or the Loan Documents.

6. DEFAULTS

6.1. An "Event of Default" shall exist if any of the following conditions or events shall occur and be continuing:

6.1.1. the AGDP Parties default on any payment due under the Note, and such default, in each case, is not remedied within ten days after the same becomes due and payable, whether at maturity, at a date fixed for payment or prepayment, by declaration or otherwise;

6.1.2. other than with respect to any Disclosed Matters, any representation or warranty made by or on behalf of any AGDP Party or by any office of the foregoing under or in connection with any Loan Document or in connection with any certificate or other writing delivered to any LiveStyle Party pursuant to any Loan Document shall have been incorrect in any material respect (or in any respect if such representation or warranty is qualified or modified as to materiality or "Material Adverse Effect" in the text thereof) when made or deemed made;

6.1.3. any AGDP Party defaults in the performance of or compliance with any other term contained in this Note or any other Loan Document and such default is not remedied within 30 days after such AGDP Party has actual knowledge of such default or has received written notice of such default from LiveStyle (any such written notice to be identified as a "notice of default" and to refer specifically to this Section 6.1.3);

6.1.4. any AGDP Party shall (i) institute any proceeding or voluntary case seeking to adjudicate it as bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, restructuring plan, adjustment proection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of receiver, liquidator, administrator, administrative receiver, compulsory manager, monitor, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, or (iv) shall take any action to authorize or effect any of the actions set forth above in this Section 6.1.4;

6.1.5. any proceeding shall be instituted against any AGDP Party seeking to adjudicate it as bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, restructuring, restructuring plan, adjustment, protection, relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, liquidator, administrator, administrative receiver, compulsory manager, monitor, trustee, custodian or other similar officel for any such Person or for any substnatial part of its proprety, and either such proceeding shall remain undismissed or unstayed for a period of 60 days or any of the actions sought in such proceeding (including, withotu limitation, administrator, administrative receiver, compulsory manager, montior, trustee, custodian or other similar office for it or for any substnatial part of tis property) shall occur;

6.1.6. any material provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against any AGDP Party intended to be a party thereto, or the validity or enforceability thereof shall be

contested by any party thereto or a proceeding commenced by any AGDP Party or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or any AGDP Party shall deny in writing that it has any liability or obligation purported to be created under any such Loan Document;

6.1.7. the Security Agreement or any other security document, after delivery thereof pursuant hereto, shall for any reason fail or cease to create a valid and perfected Lien in favor of the Secured Parties on any Collateral purported to be covered thereby;

6.1.8. a receiver is appointed over any assets of any of the AGDP Parties;

6.1.9. other than with respect to any Axar Permitted Liens, any state or federal taxing authority files or records any action, suit, lien, claim or encumbrance against any of the AGDP Parties and/or against any of the Collateral;

6.1.10. any of the AGDP Parties repudiates, or seeks to avoid, any obligation or liability under this Agreement or the other Loan Documents or makes or pursues a claim against any of the LiveStyle Parties or any of its successors, assigns related to the Loan Documents; or

6.1.11. a default or an "event of default" exists under the Axar Loan Documents.

Anything in this Note to the contrary notwithstanding, the LiveStyle Parties may waive any default or Event of Default under this Note, at any time, in their sole discretion, which waiver must be in writing and may be via email.

6.2. Acceleration. Subject to the Intercreditor Agreement, (i) if an Event of Default described in Section 6.1.4 or Section 6.1.5 hereof has occurred, then this Note shall automatically become due and payable, and (ii) if an Event of Default (other than as described in Section 6.1.4 or Section 6.1.5) has occurred and is continuing, then immediately upon declaration by LiveStyle by written notice to the AGDP Parties, this Note shall be immediately due and payable. Upon this Note becoming due and payable under this Section 6.2, whether automatically or by declaration, the entire unpaid principal amount of the Note, plus all accrued and unpaid interest thereon and all Expenditures shall all be immediately due and payable without presentment, demand, protest or further notice, all of which are hereby waived. The LiveStyle Parties, may, in writing, rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree. No such rescission shall affect any subsequent Event of Default or impair any right consequent thereto, including the right to acceleration. Following an Event of Default and subject to any applicable notice and/or cure period, LiveStyle, acting on behalf of all LiveStyle Parties may exercise remedies against the Collateral under the UCC.

7. RESTRICTIONS ON TRANSFER OF NOTES. The only restriction on any LiveStyle Party transferring this Note shall be any contained in the Intercreditor Agreement; provided, that shall be construed to include such Person's successors and assigns.

8. REPRESENTATIONS AND WARRANTIES. Other than with respect to any Disclosed Matters, the AGDP Parties hereby represent and warrant to the LiveStyle Parties as follows:

8.1. Authorization. The AGDP Parties have the power, and have been duly authorized by all requisite action, to execute and deliver this Note and to perform its obligations hereunder. This Note has been duly executed and delivered by the AGDP Parties.

8.2. Enforceability of this Note. This Note and all of the other Loan Documents are the legal, valid and binding obligations of the AGDP Parties, enforceable against them in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

8.3. Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any AGDP Party of any Loan Document to which it is or will be a party other than filings and recordings with respect to Collateral to be made, or otherwise delivered to the Collateral Agent for filing or recordation, on or prior to the Effective Date.

8.4. No Liens on the Collateral. No lien shall be permitted to exist against any of the Collateral other than (i) Liens in favor of the Axar Lenders, (ii) the Axar Permitted Liens and (iii) Liens in favor of the LiveStyle Parties, whether any such lien is voluntary or involuntary, consensual or non-consensual, statutory or otherwise.

8.5. No Distribution of Corporate Dividends/Loan Repayments by the AGDP Parties. Until the Obligations are paid in full, the AGDP Parties shall make no Restricted Payments (as defined in the Axar Financing Agreement), other than (i) Axar Permitted Restricted Payments, and (ii) the prepayment, redemption, repurchase, defeasance, exchange, acquisition or retirement or other acquisition of any "obligations" under the Axar Financing Agreement.

9. AMENDMENT AND WAIVER

9.1. Requirements. This Note may be amended in writing and the observance of any representation or covenant in this Note may be waived (either retroactively or prospectively), with the written consent of the AGDP Parties and the LiveStyle Parties.

9.2. Binding Effect, etc. Any amendment or waiver consented to as provided in this Section 9 is binding upon the LiveStyle Parties and the AGDP Parties without regard to whether this Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement, default or Event of Default not expressly amended or waived or impair any right consequent thereon. No course of dealing between the AGDP Parties and the LiveStyle parties nor any delay in exercising any rights hereunder or under the Note shall operate as a waiver of any rights of the LiveStyle Parties.

10. MISCELLANEOUS

10.1. Notices. All notices and other communications required to be given or made pursuant to this Note must be in writing and shall be deemed to have been duly given or made as of (i) the date sent if delivered personally or by e-mail (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), (ii) on the next Business Day if sent by prepaid overnight carrier (providing proof of delivery), or (iii) on the fifth Business Day following the date of mailing if delivered by registered or certified mail (postage prepaid, return receipt requested) to the parties hereto at the following addresses (or at such other addresses as shall be specified by the Parties hereto by like notice):

If to the AGDP Parties:

140 Stewart Avenue
Brooklyn, NY 11237
Attention: Jurgen Bildstein
Email: billy@avant-gardner.com

With a copy (which shall not constitute notice) to:

Sidley Austin LLP
787 Seventh Avenue
New York, NY 10019
Attention: Mark Adler; Genevieve Weiner
Email: mark.adler@sidley.com; gweiner@sidley.com

If to the LiveStyle Parties:

9171 Wilshire Boulevard, Suite 500
Beverly Hills, CA 90210
Attn: Charles C. Ciongoli II
Email: cciongoli@lifestyle.com

With a copy (which shall not constitute notice) to:

Mattice Legal, LLC
6790 Main Street, Suite 140
Buffalo, NY 14221
Attention: Trevor L. Mattice, Esq.
Email: mattice@matticelegal.com

**10.2. CONSENT TO JURISDICTION; SERVICE OF PROCESS; VENUE;
WAIVER OF JURY TRIAL.**

10.2.1. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS NOTE OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS NOTE, EACH AGDP PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE LIVESTYLE PARTIES' OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH AGDP PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY ANY MEANS PERMITTED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION, BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE AGDP PARTIES AT THEIR ADDRESS FOR NOTICES AS SET FORTH IN SECTION 10.1, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING. THE AGDP PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE

LIFESTYLE PARTIES TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY AGDP PARTY IN ANY OTHER JURISDICTION. EACH AGDP PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY AGDP PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OF ITS PROPERTY, EACH AGDP PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS NOTE AND THE OTHER LOAN DOCUMENTS.

10.2.2. Each AGDP Party irrevocably and unconditionally agrees that it will not commence any action or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any LiveStyle Party or any Related Party of the foregoing in any way relating to this Note or any other Loan Document or the transactions related hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof.

10.2.3. EACH AGDP PARTY AND EACH LIFESTYLE PARTY HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS NOTE OR THE OTHER LOAN DOCUMENTS OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS NOTE, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH AGDP PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY AGDP PARTY WOULD, IN THE EVENT OF ANY ACTION PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH AGDP PARTIES HEREBY ACKNOWLEDGES THAT THIS PROVISIONS IS A MATERIAL INDUCEMENT FOR THE LIFESTYLE PARTIES ENTERING INTO THIS NOTE.

10.3. GOVERNING LAW. THIS NOTE AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CHOICE OF LAW PRINCIPLES OF THE STATE OF NEW YORK.

10.4. Successors and Assigns. All covenants and other agreements contained in this Note by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and permitted assigns whether so expressed or not.

10.5. Fees, Costs, Expenses and Expenditures. All of the Expenditures and all of the reasonable and documented out-of-pocket fees and expenses (other than those paid pursuant to section 4.2 above) incurred by the LiveStyle Parties in connection with the preparation, review, negotiation,

documentation, delivery, closing, recording, administrations, and/or enforcement of this Note and/or the other Loan Documents, including, without limitation, any reasonable and documented out-of-pocket costs and expenses of counsel for the LiveStyle Parties, shall be paid and/or reimbursed by the AGDP Parties and shall be part of the Obligations and shall be subject to collection as part of the Obligations.

10.6. Certain Indemnification. In addition to the LiveStyle Parties' other rights, powers, and remedies under this Note, in the event any payment made to, or other amount or value received by, the LiveStyle Parties by, from, or on or for the account of any of the AGDP Parties is avoided, rescinded, set aside or must otherwise be returned or repaid by the LiveStyle Parties, whether in any bankruptcy, reorganization, insolvency or similar proceeding involving any of the AGDP Parties or otherwise, then (a) the indebtedness and liabilities intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against each of the AGDP Parties, jointly and severally, and their respective successors and/or assigns, and (b) any AGDP Parties who are not the debtor in the bankruptcy, receivership or such similar proceeding pursuant to which a claim against the LiveStyle Parties is made to repay or disgorge any amounts or property received by it (including but not limited to repayment based on or arising out of the application of 11 U.S.C. §§ 547, 548 or 550 or such similar statute) shall indemnify the LiveStyle Parties for all amounts (i) the LiveStyle Parties incur in defending against any such repayment or disgorgement claim and (ii) the LiveStyle Parties repay or disgorge, regardless of whether such repayment or disgorgement is made voluntarily by the LiveStyle Parties or pursuant to a court order or judgment. The AGDP Parties shall further indemnify the LiveStyle Parties for any loss, damage or liability that the LiveStyle Parties may incur as a result of any Assumed Liabilities (as defined in the Purchase Agreement).

10.7. Payments Due on Non-Business Days. Anything in this Note to the contrary notwithstanding, any payment of principal of, or interest on, any Note that is due on a date other than a Business Day shall be made on the next succeeding Business Day, including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day.

10.8. Further Assurances. The AGDP Parties shall execute such other and further documents and instruments as the LiveStyle Parties may request to implement the provisions of this Note and to perfect and/or protect the liens and security interests created by this Note and the other Loan Documents.

10.9. Severability. The provisions of this Note are intended to be severable. If any provisions of this Note or any other Loan Documents shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or enforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or the remaining provisions of this Note in any jurisdiction.

10.10. Entire Agreement. This Note, the Purchase Agreement and the other Loan Documents constitutes the entire agreement and understanding among the Parties relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings relating to such subject matter.

10.11. Counterparts; Electronic Signatures. This Note may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of a signature page of this Note by facsimile or in electronic (e.g., "pdf" or "tif") format (or in any other manner approved pursuant to Section 10.1) shall be effective as delivery of a manually executed counterpart of this Note. The words "execution," "signed," "signature," and words of like import in this Note and the other Loan Documents shall be deemed to include electronic signatures or

electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

10.12. RELEASE OF CLAIMS AND WAIVERS. THE AGDP PARTIES HEREBY RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE THE LIVESTYLE PARTIES AND THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, ATTORNEYS, FIDUCIARIES, SERVANTS, OFFICERS, DIRECTORS, PARTNERS, PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARY CORPORATIONS, PARENT CORPORATIONS, AND RELATED CORPORATE DIVISIONS (ALL OF THE FOREGOING HEREINAFTER CALLED THE "RELEASED PARTIES"), FROM ANY AND ALL ACTIONS AND CAUSES OF ACTION, JUDGMENTS, EXECUTIONS, SUITS, DEBTS, CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, DAMAGES AND EXPENSES OF ANY AND EVERY CHARACTER, KNOWN OR UNKNOWN, DIRECT AND/OR INDIRECT, AT LAW OR IN EQUITY, OF WHATSOEVER KIND OR NATURE, WHETHER HERETOFORE OR HEREAFTER ARISING, FOR OR BECAUSE OF ANY MATTER OR THINGS DONE, OMITTED OR SUFFERED TO BE DONE BY ANY OF THE RELEASED PARTIES PRIOR TO ANY INCLUDING THE DATE OF THE EXECUTION AND DELIVERY OF THIS NOTE, AND IN ANY WAY DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS NOTE AND THE OTHER LOAN DOCUMENTS (ALL OF THE FOREGOING HEREINAFTER CALLED THE "RELEASED MATTERS"). THE AGDP PARTIES ACKNOWLEDGE THAT THE AGREEMENTS IN THIS PARAGRAPH ARE INTENDED TO BE IN FULL SATISFACTION OF ALL OR ANY ALLEGED INJURIES OR DAMAGES ARISING IN CONNECTION WITH THE RELEASED MATTERS. EACH OF THE AGDP PARTIES REPRESENTS AND WARRANTS TO THE LIVESTYLE PARTIES THAT IT HAS NOT PURPORTED TO TRANSFER, ASSIGN OR OTHERWISE CONVEY ANY RIGHT, TITLE, OR INTEREST OF IT IN ANY RELEASED MATTER TO ANY OTHER PERSON AND THAT THE FOREGOING CONSTITUTES A FULL AND COMPLETE RELEASE OF ALL RELEASED MATTERS.

10.13. Taxes.

10.13.1. The LiveStyle Parties shall deliver, in a timely manner, all documentation and provide such representations, if any, necessary to permit the AGDP Parties to make a payment to the LiveStyle Parties without deduction or withholding of any Taxes, including as required by Sections 1471-1474 of the Code, relating to any payments by or on account of any obligations of the AGDP Parties hereunder.

10.13.2. The AGDP Parties or any other applicable withholding agent making payments on behalf of the AGDP Party shall be entitled to deduct and withhold from all amounts payable hereunder such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of applicable law. Any amounts deducted or withheld in accordance with this Section 10.13.3 shall be treated for all purposes of this Note as having been paid to the Person in respect of which such deduction and withholding was made.

10.14. No Third Party Beneficiaries. Nothing in this Note shall be deemed or construed to give any Person, other than the AGDP Parties and the LiveStyle Parties and their respective permitted successors and assigns, any legal or equitable rights hereunder.

10.15. No Novation. This Note constitutes an amendment and restatement of the Settlement Agreement and does not extinguish the obligations for the payment of money outstanding under

the Settlement Agreement or discharge or release the Obligations outstanding under, and as defined in, the Settlement Agreement or the Lien or priority of any mortgage, pledge, security agreement or any other security therefor. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under, and as defined in, the Settlement Agreement or instruments securing the same, which shall remain in full force and effect, except as modified hereby or by instruments or documents executed concurrently herewith. Nothing expressed or implied in this Note shall be construed as a release or other discharge of any Loan Party under the Note or any of the other Loan Documents from any of its obligations and liabilities as a "Buyer" or "AGDP Party" thereunder.

10.16. Release of EZ.

Each LiveStyle Party hereby acknowledges and agrees, that, effective upon the Ezoo Release Date and conditioned upon the prior or simultaneous occurrence of the Axar Ezoo Release, immediately and automatically without the need for further action by any person or entity, (i) EZ is automatically released from its obligations under this Note, the Security Agreement, the Guaranty, the Original Security Agreement, the Original Guaranty and the other Loan Documents (as they are in effect on the date hereof), and (ii) (A) all Liens granted in favor of the LiveStyle Parties by EZ pursuant to the Security Agreement, the Original Security Agreement and the other Loan Documents (the Liens so released, the "Released Liens"), and (B) all guarantees or other obligations granted in favor of the Administrative Agent, the Collateral Agent or the Lenders pursuant to the Guaranty, the Original Guaranty and the other Loan Documents by EZ, in each case of this clause (ii), are immediately and automatically and irrevocably terminated and released in full pursuant hereto.

At the request and sole expense of Avant Gardner, promptly after the Ezoo Release Date and conditioned upon the prior or simultaneous occurrence of the Axar Ezoo Release, the LiveStyle Parties shall deliver to Avant Gardner or EZ any EZ-owned Collateral held by the LiveStyle Parties hereunder (or under any other Loan Document), and execute and deliver to Avant Gardner or EZ such documents as Avant Gardner or EZ shall reasonably request to evidence such termination. Each LiveStyle Party hereby agree that, upon the EZ Release Date and conditioned upon the prior or simultaneous occurrence of the Axar Ezoo Release, Avant Gardner (or its designees and representatives) shall be authorized to file UCC-3 amendment and termination statements and terminations of assignments or other documentation necessary or appropriate to evidence the releases of the Released Liens in accordance with this Section 10.16.


10.17. Waiver of any Defaults or Forbearance Defaults.

Notwithstanding anything to the contrary in this Note or in any other Transaction Document, effective as of the Effective Date, the LiveStyle Parties and the other parties to the Settlement Agreement in accordance with Section 19(i) of the Settlement Agreement hereby agree to waive any defaults (including any Forbearance Defaults (as defined in the Settlement Agreement as in effect immediately prior to the Effective Date), the "Existing Defaults") that may now exist under any Transaction Document, as in effect immediately prior to the Effective Date and agree that such Existing Defaults are deemed to not exist hereunder or under such Transaction Document as if they never existed; provided, that this Section 10.17 shall not waive any default or Event of Default that may occur under this Note or any other Loan Document on or after the Effective Date.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed by a duly authorized officer as of the date first written above.


AGDP HOLDING INC.

By 
Name: Jürgen Bildstein
Title: President and Chief Executive Officer

AVANT GARDNER LLC

By 
Name: Jürgen Bildstein
Title: President and Chief Executive Officer


MADE EVENT, LLC

By 
Name: Jürgen Bildstein
Title: President and Chief Executive Officer

REYNARD PRODUCTIONS LLC

By 
Name: Jürgen Bildstein
Title: President and Chief Executive Officer

EZ FESTIVALS LLC

By 
Name: Jürgen Bildstein
Title: President and Chief Executive Officer

ACKNOWLEDGED AND AGREED TO BY:

LIFESTYLE HOLDINGS, INC.

By: Charles C. Ciongoli
Name: Charles C. Ciongoli
Title: Executive VP & CFO

NYC FESTIVALS, LLC

By: Charles C. Ciongoli
Name: Charles C. Ciongoli
Title: Executive VP & CFO

NYC CLUB EVENT, LLC

By: Charles C. Ciongoli
Name: Charles C. Ciongoli
Title: Executive VP & CFO

SFXE IP LLC

By: Charles C. Ciongoli
Name: Charles C. Ciongoli
Title: Executive VP & CFO

SCHEDULE A

DEFINED TERMS

As used herein, the following terms have the respective meanings set forth below:

“Affiliate” means means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the Equity Interests having ordinary voting power for the election of members of the Board of Directors of such Person or (b) direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by contract or otherwise.

“Authorized Officer” means, with respect to any Person, the chief executive officer, director, chief operating officer, chief financial officer, treasurer or other financial officer performing similar functions, president or executive vice president of such Person.

“Axar Effective Date” means July 1, 2024.

“Axar Ezoo Release Date” means the “Ezoo Release Date” as defined in the Axar Financing Agreement.

“Axar Ezoo Release” means the automatic and irrevocable termination and release in full of all Liens, guarantees or other obligations granted by EZ pursuant to the Axar Loan Documents or otherwise, in favor of the Axar Lenders and/or Alter Domus (US) LLC, as administrative agent and/or collateral agent, in each case, on the Axar Ezoo Release Date and pursuant to the terms of the Axar Financing Agreement.

“Axar Financing Agreement” means that certain Amended and Restated Financing Agreement, dated as of the Axar Effective Date, by and among the AGDP Parties, the lenders from time to time party thereto (the “Axar Lenders”) and Alter Domus (US) LLC, as administrative agent and collateral agent.

“Axar Loan Documents” means the “Loan Documents” as such term is defined in the Axar Financing Agreement.

“Axar Permitted Lien” means any “Permitted Lien” as such term is defined in the Axar Financing Agreement as in effect on the Axar Effective Date; provided, that in the event the definition of “Permitted Liens” is amended, supplemented and/or modified from time to time pursuant to the terms of the Axar Financing Agreement, the LiveStyle Parties shall be permitted to consent to the same amendment, supplement and/or modification (which consent must be in writing and may be via email).

“Axar Permitted Restricted Payment” means any “Permitted Restricted Payment” as such term is defined in the Axar Financing Agreement as in effect on the Axar Effective Date; provided, that in the event the definition of “Permitted Restricted Payment” is amended, supplemented and/or modified from time to time pursuant to the terms of the Axar Financing Agreement, the LiveStyle Parties shall be permitted to consent to the same amendment, supplement and/or modification (which consent must be in writing and may be via email).

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close.

“Collateral” has the meaning assigned to such term in the Settlement Agreement, as in effect immediately prior to the Effective Date.

“Debtor Relief Law” means the Bankruptcy Code and any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, restructuring, restructuring plan, or similar debtor relief law of the United States or other applicable jurisdiction from time to time in effect.

“Disclosed Matters” means any matter set forth on Schedule 6.01 of the Axar Financing Agreement, as in effect on the Axar Effective Date or as may otherwise be amended, supplemented and/or modified from time to time pursuant to the terms of the Axar Financing Agreement, so long as the LiveStyle Parties consents to such amendment, supplement and/or modification (which consent must be in writing and may be via email).

“Expenditures” means the reasonable and documented out-of-pocket costs and expenses of Lender’s counsel and of any experts and agents which the LiveStyle Parties may incur in connection with any aspect of this Note or any Loan Document including (1) any amendment to this Note, (2) the administration of this Note, (3) filing or recording fees or taxes incurred with respect to or in connection with this Note, (4) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (5) the exercise or enforcement of any right or remedy of the LiveStyle Parties under this Note or any other Loan Document or (6) the failure by the ADGP Parties to perform or observe any of the provisions of this Note or any other Loan Document.

“Ezoo Release Date” means such date as the Ezoo Release Trigger Notice, if any, becomes effective pursuant to Section 10.16, which date shall be no earlier than the Axar Effective Date.

“Ezoo Release Trigger Notice” means the occurrence of (i) the Axar Ezoo Release Date and (ii) Avant Gardner delivering written notice to the LiveStyle Parties of Avant Gardner’s election to trigger the effectiveness of the EZ release set forth in Section 10.16.

“Governing Documents” means, (a) with respect to any corporation or company, the certificate of articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction), (b) with respect to any limited liability company, the certificate or articles of formation or organization, and the operating agreement or limited liability company agreement, (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture, declaration or other applicable agreement or documentation evidencing or otherwise relating to its formation or organization, governance and capitalization, and (d) with respect to any of the entities described above, any other agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization.

“Governmental Authority” means any nation or government, any foreign, Federal, state, territory, provincial, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Guaranty” means that certain Guaranty, dated as of May 13, 2022, executed by AGDP and delivered to the Sellers.

“Intercreditor Agreement” means that certain Amended and Restated Intercreditor Agreement, dated as of the Effective Date, between the LiveStyle Parties and the Axar Lenders.

“Insolvency Proceeding” means any proceeding commenced by or against any Person under any provision of any Debtor Relief Law.

“Lien” means any mortgage, deed of trust, deed to secure debt, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any capitalized lease and any assignment, deposit arrangement or financing lease intended as, or having the effect of, security.

“Loan Documents” means this Note, the Security Agreement, the Guaranty, the Original Loan Documents and all other documents related to the Obligations.

“Obligations” means all present and future indebtedness, obligations, and liabilities of each AGDP Party to the LiveStyle Parties arising under or in connection with this Note or any other Loan Document, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured and whether or not such claim is discharged, stayed or otherwise affected by any proceeding referred to in Section 6. Without limitation the generality of the foregoing, the Obligations of each AGDP Party under the Loan Documents include (a) the obligation (irrespective of whether a claim therefore is allowed in an Insolvency Proceeding) to pay principal, interest, charges, expenses, fees, premiums, attorneys’ fees and disbursements, indemnities and other amounts payable by such Person under the Loan Documents, and (b) the obligation of such Person to reimburse any amount in respect of any of the foregoing that any LiveStyle Party (in its reasonable discretion) may elect to pay or advance of behalf of such Person.

“Original Loan Documents” means (i) the Security Agreement, dated as of May 13, 2022, by and among EZ, and Made Event, in favor of NYC Festivals and SFXE and (ii) the Guaranty, dated as of May 13, 2022, by AGDP, in favor of and for the benefit of SFXE, NYC Club Event and NYC Festivals.

“Person” means any individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

“Related Party” means, with respect to any Person, such Person’s Affiliates and the direct and indirect equityholders, partners, directors, officers, employees, agents, consultants, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s Affiliates.

“Secured Parties” has the meaning assigned to such term in the Security Agreement.

“Security Agreement” means that certain Security Agreement, dated as of November 16, 2023, executed by the AGDP Parties in favor of the Secured Parties.

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Transaction Agreement” means this Note, the Purchase Agreement and any other Loan Documents.

"UCC" means the Uniform Commercial Code, as in effect from time to time in the State of New York.

November 16, 2023 Settlement Closing Documents

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of November 16, 2023 (the “**Agreement Date**”) by and among NYC Festivals, LLC (f/k/a EZ Festivals, LLC), a New York limited liability company, NYC Club Event, LLC (f/k/a Made Event, LLC), a Massachusetts limited liability company, and SFXE IP LLC, a Delaware limited liability company (such entities are hereafter referred to collectively as “**Sellers**”) and LiveStyle Holdings, Inc., a Delaware corporation (“**LiveStyle**” and with Sellers, the “**LiveStyle Parties**”), on the one hand, and EZ Festivals, LLC (f/k/a EZ Acquisition LLC), a Delaware limited liability company, and Made Event, LLC (f/k/a M Event Acquisition LLC), a Delaware limited liability company (such entities are hereafter referred to collectively as “**Buyers**”), Avant Gardner LLC, a New York limited liability company (“**Avant**”), Reynard Productions LLC, a New York limited liability company (“**Reynard**”), and AGDP Holding Inc., a New York corporation (“**AGDP**” and with Buyers, Avant, and Reynard, the “**AGDP Parties**”), on the other hand. The LiveStyle Parties and the AGDP Parties are hereafter referred to collectively as the “**Parties**.”

RECITALS

- A. The LiveStyle Parties, the Buyers and AGDP entered into that certain Asset Purchase Agreement, dated as of May 13, 2022 (as amended, supplemented, and/or modified, the “**APA**”).
- B. Under the APA, Sellers sold and Buyers purchased certain assets (the “**Purchased Assets**”) of Sellers, including, without limitation, certain intellectual property then owned by Sellers (the “**IP**”).
- C. Under the APA, Buyers agreed to pay Sellers \$12.5 million (the “**Purchase Price**”) payable in three installments of (i) \$4.5 million on closing, (ii) \$4 million on or before May 15, 2023, and (iii) \$4 million on May 13, 2024. The \$8 million of the Purchase Price to be paid in the two post-closing installments are referred to herein as the “**Initial Loan**.”
- D. To secure the obligations of the Buyers under the APA, the Buyers executed and delivered to Sellers a Security Agreement, dated as of May 13, 2022 (the “**Security Agreement**”), under which the Buyers granted Sellers a security interest in all their assets, including the IP (all such assets together with the property in which the LiveStyle Parties are being granted security interests and/or liens under the agreements and documents being executed and delivered in connection with this Agreement, the “**Collateral**”). Also to secure such obligations, AGDP executed and delivered to Sellers a Guaranty, dated as of May 13, 2022 (the “**Guaranty**”), under which AGDP guaranteed the Initial Loan and all other Sellers’ obligations under the APA. The APA, the Security Agreement, the Guaranty, and all other related agreements and documents executed and/or delivered in connection therewith at such time or anytime thereafter but prior to the execution and delivery of this Agreement are collectively referred to as the “**Initial Loan Documents**.” The Initial Loan Documents, this Agreement and all related agreements and documents being executed in connection with this Agreement, are collectively referred to as the “**Loan Documents**.”

E. One or more of the AGDP Parties owe money to certain lenders (the “**Axar Lenders**”) pursuant to that Financing Agreement, dated as of March 4, 2021 (as amended, the “**Axar Financing Agreement**” and, with all related agreements and documents, the “**Axar Loan Documents**”). Pursuant to the Axar Loan Documents, one or more of the AGDP Parties granted liens to or on behalf of the Axar Lenders in certain of the IP, which grant of lien was a default under the Initial Loan Documents and based on such liens, the AGDP Parties are in default under the Loan Documents (the “**Covenant Default**”).

F. The Buyers paid the first installment of the Purchase Price at the closing of the sale on or about May 13, 2022.

G. The Buyers failed to make the second installment payment and the Parties entered into an Amendment No. 1 to Asset Purchase Agreement dated as of May 15, 2023 (the “**Amendment**”). Under the Amendment, the Parties agreed that the Buyers’ obligation to make the second installment would be modified such that the Buyers would pay \$250,000 on or before May 31, 2023, \$250,000 on or before June 30, 2023, \$500,000 on or before July 31, 2023, \$1 million on or before August 31, 2023, and \$2 million on or before September 15, 2023 (collectively, the “**Deferred Payments**”). The Buyers made the first three of the Deferred Payments but failed to make the Deferred Payments due on August 31, 2023 and September 15, 2023, which unpaid Deferred Payments aggregate \$3 million (the “**Payment Defaults**” and, with the Covenant Default, the “**Designated Defaults**”). With the third installment of \$4 million also outstanding and unpaid, the Buyers and AGDP owe the Sellers \$7 million in principal amount (the “**Principal Obligations**”) under the APA. For purposes of this Agreement, the term Principal Obligations after the \$2 million New Loan (defined below) is made shall include the New Loan and the Principal Obligations shall thereupon equal \$9 million.

H. Upon the Buyers’ failure to make the last two of the Deferred Payments, the LiveStyle Parties sent notices to the Buyers and AGDP of their payment defaults, thereby triggering the accrual of interest on the Principal Obligations. \$118,611.11 in interest has accrued on the Principal Obligations as of October 31, 2023 and continues to accrue at the rate of 10% per annum or \$1,944.44 each day thereafter (such accrued and accruing interest is referred to herein as the “**Interest Obligations**”). For purposes of this Agreement, the term Interest Obligations after the \$2 million New Loan is made shall include interest accruing at such rate on the New Loan, and after the making of the New Loan such interest shall thereupon accrue on \$9 million and all such interest shall be part of the Interest Obligations.

I. Under the Loan Documents and after this Agreement is executed and delivered, AGDP shall be obligated to reimburse the LiveStyle Parties for fees and disbursements they have incurred or may hereafter incur, including, but not limited to, legal and other professional fees, in connection with enforcing their rights under the Loan Documents (the “**Fee Obligations**” and, with the Principal Obligations and the Interest Obligations, the

“Obligations”).

J. As a result of the Designated Defaults, the LiveStyle Parties are now permitted under the Initial Loan Documents and applicable law to commence legal proceedings against the Buyers and AGDP to collect the Obligations and otherwise enforce their rights under the Loan Documents.

K. Legal proceedings have been commenced against the Buyers and various other parties by certain plaintiffs as a putative class action entitled Brockmole v. EZ Festivals LLC et al. in the United States District Court, Southern District of New York relating to certain events occurring in connection with the “Electric Zoo New York Music Festival” that took place on Labor Day weekend 2023 (the **“Class Action”**).

L. The AGDP Parties are in the process of soliciting offers to purchase assets or equity interests or invest in the business of the AGDP Parties which would generate sufficient funds to satisfy all of the debts of and liens against assets of the AGDP Parties, including all of the Obligations (a **“Transaction”**).

M. The AGDP Parties have requested that the LiveStyle Parties forbear from pursuing legal action against any the AGDP Parties for a certain limited period of time while the AGDP Parties pursue and attempt to close a Transaction.

N. The AGDP Parties have requested that the LiveStyle Parties lend the AGDP Parties \$2 million (the **“New Loan”**), which loan, net of the the Fee Obligations owing as of the date of this Agreement or reasonably estimated to be owing to close the transactions contemplated by this Agreement (the **“Closing Fee Obligations”**), shall be funded to Avant, to be used by and on behalf of the AGDP Parties to enable them to maximize the value of their properties and business, and complete a sale and repay the debts owed to the LiveStyle Parties and others, including the Obligations, out of the sale proceeds.

O. The LiveStyle Parties are willing to forbear from pursuing legal action against the AGDP Parties and make the New Loan, to the extent and on the terms and conditions set forth below.

AGREEMENT

The Parties hereto, for good and valuable consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, covenant and agree as follows:

1. **Incorporation of Recitals.** The AGDP Parties acknowledge, warrant,

represent and agree that each of the foregoing Recitals is true and accurate, and agree that each is incorporated herein by this reference as though fully set forth in the body of this Agreement as terms of this Agreement.

2. Acknowledgements of Validity of Obligations and Liens and of Existing Defaults. The AGDP Parties acknowledge and agree that (i) all of LiveStyle Parties' claims, rights and remedies under the Loan Documents are, upon the execution and delivery of this Agreement and the agreements and documents being executed in connection with this Agreement, valid and in full force and effect, and that the Obligations are all immediately due and payable by each of the AGDP Parties, jointly and severally, notwithstanding anything to the contrary in the Initial Loan Documents, but subject to the provisions of this Agreement as well as the documents and agreements being executed and delivered in connection herewith; (ii) each of the AGDP Parties hereby assumes and agrees to satisfy all of the Obligations, jointly and severally, as if each was originally liable for the full amount of the Obligations directly and as a primary obligor; (iii) all the Initial Loan Documents are valid, enforceable and binding on each of the AGDP Parties as stated therein and in accordance with their respective terms except to the extent expanded and otherwise modified in this Agreement; (iii) all liens and security interests granted pursuant to the Loan Documents are valid and enforceable in accordance with their respective terms and shall secure all Obligations; and (iv) all the LiveStyle Parties' claims, rights and remedies continue to be governed by the Initial Loan Documents, except to the extent expressly modified and/or supplemented by the terms and conditions of this Agreement, as well as the documents and agreements being executed and delivered in connection herewith.

3. Outstanding Principal Obligations Due Under the Loan Documents. As of the Agreement Date, and prior to making of the New Loan, the outstanding and unpaid Principal Obligations due and payable under the Initial Loan Documents is \$7 million. In connection with this Agreement, LiveStyle is making the New Loan in the principal amount of \$2 million, thereby increasing the total amount owed by the AGDP Parties to the LiveStyle Parties to \$9 million, with \$4,550,000 owed to NYC Festivals, LLC, \$1,960,000 owed to NYC Club Event, LLC, \$490,000 owed to SFXE IP LLC, and \$2 million owed to LiveStyle.

4. Outstanding and Accruing Interest Obligations Under the Loan Documents. As of the Agreement Date, the amount of the outstanding Interest Obligations due to the LiveStyle Parties is \$118,611.11, subject to adjustment as provided below. From the Agreement Date until a Forbearance Default (as defined below), interest shall accrue on the full \$9 million in Principal Obligations at the rate of 10% per annum, which is equal to \$2,500 per day. Upon a Forbearance Default and notwithstanding anything above to the contrary, (i) interest shall be determined for the amount of the \$7 million Initial Loan at 24% per annum from and after August 31, 2023 and shall continue accruing at such rate until paid, which amount is \$4,666.67 per day, and (ii) interest shall accrue upon and after the date of such Forbearance Default on the \$2 million New Loan at 24% per annum and continue accruing at such rate until paid, which is \$1,333.33 per day. Such interest, including default rate interest, shall be part of the Obligations.

5. Outstanding and Accruing Fee Obligations Under the Loan Documents. As of the Agreement Date, the amount of the outstanding Fee Obligations due and payable is \$[to be determined by the LiveStyle Parties following execution of this Agreement]. Fee Obligations

continue to accrue in accordance with the Loan Documents and shall be part of the Obligations. Fee Obligations accrued to the date of this Agreement together with an estimate of additional Fee Obligations to accrue to close and implement the transactions contemplated by this Agreement, including for filing documents with appropriate recording offices, including legal fees and recording fees and/or taxes, are \$[to be determined by the LiveStyle Parties following execution of this Agreement] and such amount shall be deducted from the proceeds of the New Loan and used by LiveStyle to pay or reimburse the LiveStyle Parties for incurring or paying such Fee Obligations.

6. Obligations Absolute. The AGDP Parties agree that the forgoing accrued Obligations are immediately due and payable by each of them, jointly and severally, subject only to the forbearance provisions of this Agreement. The accrued and accruing Obligations are absolute and unconditional under all circumstances and irrespective of: (a) the genuineness, validity, regularity, discharge, release or enforceability of the Obligations against any one or more of the AGDP Parties; and (b) any future agreement by any of the LiveStyle Parties to (i) extend the time for any of the AGDP Parties to pay any of the Obligations, (ii) exchange, release, substitute or surrender any of the Collateral to any of the AGDP Parties, (iii) compromise, discharge or release any of the AGDP Parties of any of the Obligations, or (iv) modify any terms of an agreement or document to which any of the AGDP Parties are a party or signatory, any or all of which the LiveStyle Parties may do without the consent of or notice to any of the AGDP Parties and all without impairing any of the rights of the LiveStyle Parties against any AGDP Parties in any way. The Obligations are and shall not be subject to any offset, recoupment, deduction, or defense of any kind, whether at law or in equity, and the AGDP Parties have no counterclaims against the LiveStyle Parties or, if any such defenses or counterclaims exist, they are hereby waived. Until such time as the Obligations shall have been indefeasibly paid in full, the AGDP Parties waive any rights to be subrogated to the rights of any of the AGDP Parties with respect to the Obligations and they each waive any right to institute or take any action against any of the other AGDP Parties seeking contribution, reimbursement or indemnification from them.

7. Due Date of Obligations. On the earliest to occur of: (a) any Sale of the AG Interests/Assets (as defined below); (b) January 15, 2024 and (c) a Forbearance Default, the Principal Obligations and all then accrued Interest Obligations and Fee Obligations shall automatically and without notice become due and payable by each of the AGDP Parties. Interest Obligations and Fee Obligations shall continue to accrue thereafter until all Obligations are paid. The AGDP Parties shall make payment of the Obligations to LiveStyle on behalf of itself and the other LiveStyle Parties. This Agreement shall constitute an instrument for the payment of money only within the meaning of Rule 3213 of New York Civil Practice Law and Rules.

8. Agreement to Forbear. During the period (the “**Forbearance Period**”) commencing on the date all conditions precedent to the effectiveness of the forbearance set forth in Section 9 of this Agreement shall have occurred and ending on the earlier to occur of (i) January 15, 2024, and (ii) the date that any Forbearance Default (as defined in Section 11 of this Agreement) occurs, the LiveStyle Parties shall not initiate any legal proceedings for the collection of the Obligations or foreclosure of any or all of the liens securing the Obligations but may participate to the extent it deems necessary or appropriate in any pending action or action filed by anyone other than the LiveStyle Parties that may adversely affect their rights to collect the Obligations and/or foreclose upon or preserve any of the Collateral or any other collateral

serving as security for the Obligations.

9. Conditions Precedent to Effectiveness of Forbearance and Making of New Loan. Although all other provisions of this Agreement shall be effective upon execution and delivery of this Agreement, the LiveStyle Parties' agreement to forbear as set forth in Section 8 of this Agreement and the obligation to make the New Loan, shall not become effective unless and until each of the following conditions shall have been timely satisfied in the LiveStyle Parties' sole discretion or expressly waived by them in writing, for whose sole benefit such conditions exist:

(a) Execution and Delivery of this Agreement. All Parties listed as signatories below shall have executed and delivered this Agreement.

(b) Related Agreements and Documents. The following agreements and documents shall have been fully executed and delivered by the Parties thereto:

(i) the General Security Agreement executed and delivered by all of the AGDP Parties in the form attached hereto as Exhibit "A";

(ii) a certificate of the Secretary of AGDP, in the form of Exhibit "B" attached hereto, attesting that the sole director of AGDP consents to and approves this Agreement and all related agreements and documents being executed in connection with this Agreement;

(iii) a consent resolution of the sole member of EZ Festivals, LLC, in the form of Exhibit "C" attached hereto, attesting that the sole member of EZ Festivals, LLC consents to and approves this Agreement and all related agreements and documents being executed in connection with this Agreement;

(iv) a consent resolution of the sole member of Made Event, LLC, in the form of Exhibit "D" attached hereto, attesting that the sole member of Made Event, LLC consents to and approves this Agreement and all related agreements and documents being executed in connection with this Agreement;

(v) a consent resolution of the sole member of Avant Gardner LLC, in the form of Exhibit "E" attached hereto, attesting that the sole member of Avant Gardner LLC consents to and approves this Agreement and all related agreements and documents being executed in connection with this Agreement;

(vi) a consent resolution of the sole member of Reynard Productions LLC, in the form of Exhibit "F" attached hereto, attesting that the sole member of Reynard Productions LLC consents to and approves this Agreement and all related agreements and documents being executed in connection with this Agreement;

(vii) an Intercreditor Agreement between the LiveStyle Parties and the Axar Lenders in form and substance satisfactory to the LiveStyle Parties is executed and delivered among the LiveStyle Parties and the Axar Lenders; and

(viii) any and all other consents, if any, dated on or prior to the Agreement Date, which is/are required to be obtained by the LiveStyle Parties from any person and/or company in order to effectuate the transactions contemplated by this Agreement and all related agreements and documents being executed in connection with this Agreement.

(c) No Fobearance Default. No Forbearance Default shall have occurred.

(d) Payment of the Closing Fee Obligations. The Closing Fee Obligation shall have been paid at the closing of this Agreement out of the proceeds of the New Loan.

10. Covenants and Certain Warranties of the AGDP Parties. The AGDP Parties agree as follows:

(a) Compliance with Loan Documents. The AGDP Parties shall continue to comply with all covenants and other obligations under the Loan Documents; provided, however, that the AGDP Parties shall not be required to cure the Designated Defaults during the Forbearance Period.

(b) Consumation of a Transaction. On or before January 15, 2024, the AGDP Parties shall close a Transaction. The AGDP Parties shall pay or cause to be paid the Obligations in full out of the proceeds of the closing of a Transaction at such closing. The Obligations shall be due and payable in full upon the earliest to occur of January 15, 2024, the closing of a Transaction or the date of any Forbearance Default.

(c) No Transfer of Interests In or By Any AGDP Parties. During the Forbearance Period and until the Obligations are paid in full, there shall be no transfer of any assets of or interests in any of the AGDP Parties or by the AGDP Parties other than under a Transaction.

(d) No Liens on the Collateral. No lien shall be permitted to exist against any of the Collateral other than in favor of the Axar Lenders and the LiveStyle Parties, whether any such lien is voluntary or involuntary, consensual or non-consensual, statutory or otherwise.

(e) No Distribution of Corporate Dividends/Loan Repayments by the AGDP Parties. During the Forbearance Period and until the Obligations are paid in full, the AGDP Parties shall make no distribution of corporate or other dividends or repayments on any loans to any person or entity, nor shall any of them make any transfers of money or assets out of the ordinary course of business.

11. Default. Each of the following shall constitute a “**Forbearance Default**” hereunder:

- (a) the existence of any default or event of default (other than a Designated Default) under any of the Loan Documents; or
- (b) a Transaction on terms and conditions satisfactory to the LiveStyle Parties does not close on or before January 15, 2024; or
- (c) failure by any of the AGDP Parties to strictly and timely perform or comply with each and every obligation, covenant, and/or warranty set forth in this Agreement, including without limitation to make payment in full of the Obligations upon the earlier of January 15, 2024 and the closing of a Transaction; or
- (d) any creditor or other party: (i) commences to exercise any pre-judgment or non-judicial remedies against any Collateral for the Obligations, including, without limitation, for possession, disposition, foreclosure, public or private sale, replevin, garnishment, attachment, or seizure, or sends any notice to or otherwise seeks to obtain payment directly from any account debtor of any of the AGDP Parties; or (ii) takes any action that might reasonably cause or threaten a material adverse change in the business or operations of any of the AGDP Parties other than the commencement of the Class Action; or
- (e) a receiver is appointed over any assets of any of the AGDP Parties;
or
- (f) any state or federal taxing authority files or records any action, suit, lien, claim or encumbrance against any of the AGDP Parties and/or against any of the Collateral; or
- (g) any of the AGDP Parties repudiates, or seeks to avoid, any obligation or liability under this Agreement or the other Loan Documents or makes or pursues a claim against any of the LiveStyle Parties or any of its successors, assigns related to the Loan Documents; or
- (h) a petition under the Bankruptcy Code is filed by or against any of the AGDP Parties; or
- (i) any representation by any of the AGDP Parties herein or in the Loan Documents shall be false, misleading or incorrect in any material respect; or
- (j) any covenant or warranty made by any of the AGDP Parties herein or in the Loan Documents shall be breached; or
- (k) A default exists under the Axar Loan Documents which has not been waived by Axar Lenders.

Upon occurrence of any Forbearance Default, the LiveStyle Parties shall be free immediately and without notice to exercise all remedies in connection with the Loan Documents including, but not

limited to, foreclosure with respect to the Collateral or other collection efforts or litigation in any forum of their choosing as permitted by any of the Loan Documents. Remedies under this Agreement, under the other Loan Documents, under any contract and/or at law, in equity and/or by statute, are and shall be cumulative, and may be exercised simultaneously as the LiveStyle Parties deems fit in each of their sole and absolute discretion, to the extent permitted by law.

12. Financial and Other Reporting. In addition to all reporting required by the Loan Documents, upon request the AGDP Parties shall deliver to the LiveStyle Parties the following financial documents no later than November 16, 2023, in form and substance consistent with AGDP's existing reporting practices:

(a) financial statements of the consolidated AGDP Parties for the period ending September 30, 2023, including, but not limited to, balance sheet, profit/loss, cash flow, accounts payable aging and all accrued expense detail, and accounts receivable aging detail, with subsequent subsequent financial statements to be provided to the LiveStyle Parties within forty five (45) days following the end of each month for the period ended as of the end of the previous month;

(b) final state and federal tax returns for year 2022 for the AGDP Parties, which, to the extent the AGDP Parties obtained an extension to file, shall be provided on or before November 16, 2023; and

(c) subject to section 13 below, such other reports regarding the financial condition of the AGDP Parties, the status of the efforts relating to a Transaction and such other information as the LiveStyle Parties may reasonably request, which are to be provided to them within five (5) business days of a request for same.

13. Other Information. Upon request, the AGDP Parties shall provide the LiveStyle Parties, their counsel and other professionals and agents with access to the AGDP Parties' management, investment banker and other advisors as the LiveStyle Parties shall reasonably determine as necessary and appropriate to obtain information with respect to the AGDP Parties, their business and/or any Transaction, of a quality, detail and frequency as reasonably acceptable to the LiveStyle Parties, provided that the AGDP Parties will not be required to provide any information, if providing such information is prohibited by any agreement signed by any AGDP Party.

14. No Novation. Nothing contained in this Settlement Agreement shall be construed as a substitution or novation of the Obligations outstanding under the Initial Loan Documents, which shall remain in full force and effect, except as modified hereby.

15. Representations and Warranties. The AGDP Parties hereby represent and warrant to the LiveStyle Parties as follows:

(a) Incorporation of Representations. All representations and warranties of AGDP Parties in the Initial Loan Documents and the recitals to this Agreement are incorporated herein in full by this reference and are true and correct as of the Agreement Date.

(b) Authorization. The AGDP Parties have the power, and have been duly authorized by all requisite action, to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly executed and delivered by the AGDP Parties.

(c) Enforceability of this Agreement. This Agreement is the legal, valid and binding obligations of AGDP Parties, enforceable against them in accordance with its respective terms.

(d) Reaffirmation of the Guaranty. In consideration of the promises set forth herein and to induce the LiveStyle Parties to enter this Agreement, AGDP hereby reaffirms, ratifies, and acknowledges the terms of the Guaranty and the Loan Documents that apply to it and all of their provisions remain in full force and effect in accordance with their stated terms, including both before and after the transactions contemplated by this Agreement occur, and hereby consents to all the terms of this Agreement and all of the additional documents and agreements required to be delivered pursuant to this Agreement, and acknowledges and agrees that there are no defenses or offsets to its obligations under Guaranty, and to the extent that any defense or offset may exist to obligations to the LiveStyle Parties, whether or not known, the same are hereby waived to the fullest extent permitted by law. For the avoidance of doubt, the obligations guaranteed by AGDP under the Guaranty shall include all of the Obligations, which AGDP is also assuming under this Agreement as a primary obligor.

(e) No Violation. The AGDP Parties' execution, delivery and performance of this Agreement does not and will not (i) violate any law, rule, regulation or court order to which they are subject; (ii) conflict with or result in a breach of any articles of incorporation, bylaws, or any agreement or instrument to which they are party or by which they or their properties are bound, or (iii) result in the creation or imposition of any lien, security interest or encumbrance on any property of the AGDP Parties, whether now owned or hereafter acquired, other than liens in favor of the LiveStyle Parties.

(f) No Actions. There are no actions, suits or proceedings pending or threatened against or affecting any of the AGDP Parties in any court or before any arbitrator or before or by any governmental body which in any manner raises any question affecting the validity of this Agreement or any of the Loan Documents, or, except for the Class Action, in which there is any possibility of an adverse decision which would affect the business, financial position, or results of the operations of the AGDP Parties.

(g) No Defenses. The obligations of the AGDP Parties to pay all the Obligations, are absolute and unconditional, and the AGDP Parties do not have any defenses, affirmative defenses or rights of offset of any nature whatsoever in connection with the Loan Documents, the Designated Defaults, any other defaults that exists under the Loan Documents as of the Agreement Date, and agree that if any such defenses, affirmative defenses, or rights of offset exist, they are hereby waived and released, and that the AGDP Parties shall assert no claims or counterclaims against the LiveStyle Parties which could be asserted against the LiveStyle Parties by reason of any previous act, conduct, or omission of the LiveStyle Parties or

any of their past or present officers, directors, shareholders, predecessors, employees, and agents in connection with the Obligations or the Loan Documents.

16. Fees, Costs, Expenses and Expenditures. All of the fees and expenses incurred by the LiveStyle Parties in connection with the preparation, review, negotiation, documentation, delivery, closing, recording, administration, and/or enforcement of this Agreement, including without limitation any litigation related fees and expenses, shall be paid and/or reimbursed by the AGDP Parties and shall be part of the Obligations (and shall be considered to be Fee Obligations) and shall be subject to collection as part of the Obligations. Fee Obligations include, but are not limited, to all fees, disbursements and expenses of counsel, financial consultants, appraisers, and/or any other professional(s) and/or expert(s) retained by the LiveStyle Parties, as well as fees and taxes related to any filings, recording of documents, searches, environmental assessments, valuation or appraisal reports, incurred in exercising or protecting the LiveStyle Parties' rights under the Loan Documents and/or this Agreement. The AGDP Parties expressly agree to be jointly and severally responsible for and to pay, upon the demand of the LiveStyle Parties, all such fees, disbursements and expenses.

17. Certain Indemnification. In addition to the LiveStyle Parties' other rights, powers, and remedies under this Agreement, in the event any payment made to, or other amount or value received by, the LiveStyle Parties by, from, or on or for the account of any of the AGDP Parties is avoided, rescinded, set aside or must otherwise be returned or repaid by the LiveStyle Parties, whether in any bankruptcy, reorganization, insolvency or similar proceeding involving any of the AGDP Parties or otherwise, then (a) the indebtedness and liabilities intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against each of the AGDP Parties, jointly and severally, and their respective successors and/or assigns, and (b) any AGDP Parties who are not the debtor in the bankruptcy, receivership or such similar proceeding pursuant to which a claim against the LiveStyle Parties is made to repay or disgorge any amounts or property received by it (including but not limited to repayment based on or arising out of the application of 11 U.S.C. §§ 547, 548 or 550 or such similar statute) shall indemnify the LiveStyle Parties for all amounts (i) the LiveStyle Parties incur in defending against any such repayment or disgorgement claim and (ii) the LiveStyle Parties repay or disgorge, regardless of whether such repayment or disgorgement is made voluntarily by the LiveStyle Parties or pursuant to a court order or judgment. The AGDP Parties shall further indemnify the LiveStyle Parties for any loss, damage or liability that the LiveStyle Parties may incur as a result of any Assumed Liabilities as such term is defined in the APA.

18. Effect and Construction of Agreement. Except as expressly provided herein, the Initial Loan Documents shall remain in full force and effect in accordance with their respective terms, and neither this Agreement nor any other documents provided by the LiveStyle Parties to any of the AGDP Parties at any time shall be construed to:

(i) impair the validity, perfection or priority of any lien or security interest securing the obligations due under the Initial Loan Documents; or

(ii) waive or impair any rights, powers or remedies of the LiveStyle Parties under the Initial Loan Documents, with respect to the Designated Defaults or otherwise;

or

(iii) waive or impair any rights, power or remedies of the LiveStyle Parties under the Initial Loan Documents unless expressly waived by the LiveStyle Parties in this Agreement; or

(iv) constitute an agreement by LiveStyle Parties or require them to extend the Forbearance Period, or grant additional forbearance periods, or extend the term of the Loan Documents or the time for payment of any of the obligations due under the Loan Documents; or

(v) make any loans, other extensions of credit or financial accommodations to the AGDP Parties.

In the event of any inconsistency between the terms of this Agreement and/or the agreements and documents being executed and delivered in connection with this Agreement, on the one hand, and the Initial Loan Documents, on the other hand, this Agreement and the agreements and documents being executed and delivered in connection with this Agreement shall govern as a modified agreement. The Loan Documents shall be construed to the maximum extent possible such that any rights given to the LiveStyle Parties or modified in favor thereof under this Agreement and the agreements and documents being executed and delivered in connection with this Agreement, shall be deemed to supplement any existing rights in favor of the LiveStyle Parties granted under the Initial Loan Documents, including without limitations provisions relating to jurisdiction and venue for resolving disputes under or related to the Initial Loan Documents. The AGDP Parties each acknowledge that they have consulted with counsel and with such other experts and advisors as they have deemed necessary in connection with the negotiation, execution, and delivery of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring that it be construed against the party causing this Agreement or any part hereof to be drafted.

19. Miscellaneous.

(a) Time of Essence. Time is of the essence in the performance of all terms, conditions, and other obligations under this Agreement.

(b) Further Assurance. The AGDP Parties shall execute such other and further documents and instruments as the LiveStyle Parties may request to implement the provisions of this Agreement and to perfect and/or protect the liens and security interests created by the Agreement and the other Loan Documents.

(c) Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto, their respective successors and assigns. No other person or entity shall be entitled to claim any right or benefit hereunder, including, but not limited to, the status of a third-party beneficiary of this Agreement.

(d) Integration. This Agreement, together with the other Loan

Documents, constitutes the entire agreement and understanding among the Parties relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings relating to such subject matter. In entering into this Agreement, the AGDP Parties acknowledge that they are relying on no statement, representation, warranty, covenant, or agreement of any kind made by the LiveStyle Parties or any employee or agent of the LiveStyle Parties, except for the agreements expressly set forth in this Agreement and the other documents and agreements being executed and delivered in connection herewith.

(e) Severability. The provisions of this Agreement are intended to be severable. If any provisions of this Agreement or the other Loan Documents shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or enforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or the remaining provisions of this Agreement in any jurisdiction.

(f) Governing Law. Anything in the Initial Loan Documents notwithstanding, this Agreement and the other Loan Documents shall be governed by and construed in accordance with the internal substantive laws of the State of New York without regard to the choice of law principles of the State of New York.

(g) Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by email, facsimile or other electronic transmission shall be deemed to be an original signature hereto.

(h) Survival. All representations, warranties, covenants, agreements, undertakings, waivers and releases of the AGDP Parties contained herein shall survive the termination of the Forbearance Period and payment in full of the Obligations.

(i) Amendment. No amendment, modification, rescission, waiver or release of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Parties hereto.

20. Release of Claims and Waiver. The AGDP Parties hereby release, remise, acquit and forever discharge the LiveStyle Parties and their employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, and related corporate divisions (all of the foregoing hereinafter called the “**Released Parties**”), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter arising, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date of the execution and delivery of this Agreement, and in any way directly

or indirectly arising out of or in any way connected to this Agreement and the other Loan Documents (all of the foregoing hereinafter called the “**Released Matters**”). The AGDP Parties acknowledge that the agreements in this paragraph are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Matters. Each of the AGDP Parties represents and warrants to the LiveStyle Parties that it has not purported to transfer, assign or otherwise convey any right, title or interest of it in any Released Matter to any other person and that the foregoing constitutes a full and complete release of all Released Matters.

21. Venue; Jurisdiction; Jury Trial Waiver. THE PARTIES EACH HEREBY IRREVOCABLY:

(I) ANYTHING IN THE INITIAL LOAN DOCUMENTS NOTWITHSTANDING, CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE STATE OF NEW YORK IN NEW YORK COUNTY (OR ANY COUNTY IN NEW YORK STATE WHERE ANY PORTION OF THE COLLATERAL IS SITUATED) FOR THE RESOLUTION OF ANY AND ALL DISPUTES UNDER OR RELATED TO THE LOAN DOCUMENTS;

(II) ANYTHING IN THE INITIAL LOAN DOCUMENTS NOTWITHSTANDING, AGREE THAT VENUE SHALL BE PROPER IN ANY COURT OF COMPETENT JURISDICTION LOCATED IN THE STATE OF NEW YORK, NEW YORK COUNTY (OR ANY COUNTY IN NEW YORK STATE WHERE ANY PORTION OF THE COLLATERAL IS SITUATED) FOR THE RESOLUTION OF ANY AND ALL DISPUTES UNDER OR RELATED TO THE LOAN DOCUMENTS; AND

(III) WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY CONTROVERSY ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS.

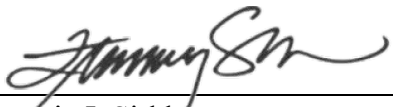
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Agreement Date.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

BUYERS:

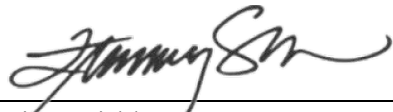
EZ FESTIVALS, LLC

By: AGDP Holding Inc.
Its Sole Member

By: 
Name: Francis J. Sirkka
Title: Vice President


MADE EVENT, LLC

By: AGDP Holding Inc.
Its Sole Member

By: 
Name: Francis J. Sirkka
Title: Vice President

AGDP:


AGDP HOLDING INC.

By: 
Name: Francis J. Sirkka
Title: Vice President

AVANT:

AVANT GARDNER LLC

By: AGDP Holding Inc.
Its Sole Member

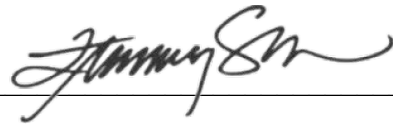
By:  _____

Name: Francis J. Sirkka
Title: Vice President

REYNARD:

REYNARD PRODUCTIONS LLC

By: AGDP Holding Inc.
Its Sole Member

By:  _____

Name: Francis J. Sirkka
Title: Vice President

SELLERS:

NYC FESTIVALS, LLC

By: Charles C. Ciongoli II
Name: Charles C. Ciongoli II
Title: Chief Financial Officer, Secretary

NYC CLUB EVENT, LLC

By: Charles C. Ciongoli II
Name: Charles C. Ciongoli II
Title: Chief Financial Officer, Secretary

SFXE IP LLC

By: Charles C. Ciongoli II
Name: Charles C. Ciongoli II
Title: Chief Financial Officer, Secretary

LIFESTYLE:

LIFESTYLE HOLDINGS, INC.

By: Charles C. Ciongoli II
Name: Charles C. Ciongoli II
Title: Executive Vice President, Chief Financial Officer, Secretary

EXHIBIT A

[Attached Hereto]

SECURITY AGREEMENT

Between

**NYC Festivals, LLC,
NYC Club Event, LLC,
SFXE IP LLC, and
LiveStyle Holdings, Inc.**

and

**EZ Festivals LLC,
Made Event LLC,
Avant Gardner, LLC,
Reynard Productions, LLC, and
AGDP Holding Inc.**

dated as of

November 16, 2023

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SECURITY AGREEMENT

This Security Agreement, dated as of November 16, 2023 (as amended, amended and restated, supplemented and/or otherwise modified from time to time in accordance with the provisions hereof, this "**Agreement**"), made by and among EZ Festivals LLC (f/k/a EZ Acquisition LLC), a Delaware limited liability company, Made Event LLC (f/k/a M Event Acquisition LLC), a Delaware limited liability company, Avant Gardner, LLC, a New York limited liability company, Reynard Productions, LLC, a New York limited liability company, and their parent company, and AGDP Holding Inc., a New York corporation (the "**Borrower(s)**"), as grantors, pledgors, assignors and debtors (the Borrowers, in such capacities and together with any successors in such capacities, the "**Grantors**", and each, a "**Grantor**"), in favor of NYC Festivals, LLC (f/k/a EZ Festivals, LLC), a New York limited liability company, NYC Club Event, LLC (f/k/a Made Event, LLC), a Massachusetts limited liability company, and SFXE IP LLC, a Delaware limited liability company, and LiveStyle Holdings, Inc., a Delaware corporation, as pledgees, assignees and secured parties (in such capacities and together with any successors in such capacities, the "**Secured Parties**").

RECITALS

The Borrowers and the Secured Parties (as defined below) have, in connection with the execution and delivery of this Agreement, entered into that certain Settlement Agreement, dated as of November 16, 2023 (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "**Settlement Agreement**"); capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Settlement Agreement.

Each Borrower has, pursuant to the Settlement Agreement, unconditionally agreed to pay, and be jointly and severally liable for the Secured Obligations (as hereinafter defined).

The Borrowers will receive substantial direct and indirect benefits from the execution, delivery and performance of the obligations under the Settlement Agreement and the other Loan Documents and each is, therefore, willing to enter into this Agreement.

This Agreement is given by each Grantor in favor of the Secured Parties to secure the payment and performance of all of the Secured Obligations.

It is a condition to the performance of the obligations of the Secured Parties under the Settlement Agreement, including the obligation of the Secured Parties to make the New Loan, that each Grantor execute and deliver the applicable Loan Documents, including this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Secured Parties hereby agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions.

(a) Unless otherwise defined herein or in the Settlement Agreement, capitalized terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC

differently than in another Article of the UCC, the term has the meaning specified in Article 9.

(b) The following terms shall have the following meanings:

"Agreement" has the meaning set forth in the Preamble hereof.

"Borrowers" has the meaning set forth in the Preamble hereof.

"Claims" means any and all property and other taxes, assessments and special assessments, levies, fees and all governmental charges imposed upon or assessed against, and landlords', carriers', mechanics', workmen's, repairmen's, laborers', materialmen's, suppliers' and warehousemen's Liens and other claims arising by operation of law against, all or any portion of the Pledged Collateral.

"Collateral Support" means all Property assigned, hypothecated or otherwise securing any Pledged Collateral and shall include any security agreement or other agreement granting a Lien or security interest in such Property.

"Commodity Account Control Agreement" means a control agreement in form and substance reasonably satisfactory to the Secured Parties.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Contested Liens" means, collectively, any Liens incurred in respect of any Claims to the extent that the amounts owing in respect thereof are not yet delinquent or are being contested in good faith and otherwise comply with the provisions of Section 4.13; provided, however, that such Liens shall in all respects be subject and subordinate in priority to the Lien and security interest created by this Agreement, other than with respect to the First Priority Lenders, and except if and to the extent that the law or regulation creating, permitting or authorizing such Lien provides that such Lien must be superior to the Lien and security interest created and evidenced hereby.

"Contracts" means, collectively, with respect to each Grantor, the Intellectual Property Licenses, all sale, service, performance, equipment or property lease contracts, agreements and grants and all other contracts, agreements or grants (in each case, whether written or oral, or third party or intercompany), between such Grantor and any third party, and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof.

"Control" means (i) with respect to any Deposit Account, "control," within the meaning of Section 9-104 of the UCC, (ii) with respect to any Securities Account, Security Entitlement, Commodity Contract or Commodity Account, control within the meaning of Section 9-106 of the UCC, (iii) with respect to any Uncertificated Security, control within the meaning of Section 8-106(c) of the UCC, (iv) with respect to any Certificated Security, control within the meaning of Section 8-106(a) or (b) of the UCC, (v) with respect to any Electronic Chattel Paper, control within the meaning of Section 9-105 of the UCC, (vi) with respect to Letter-of-Credit Rights, control within the meaning of Section 9-107 of the UCC, and (vii) with

respect to any "transferable record" (as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction), control within the meaning of Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or in Section 16 of the Uniform Electronic Transactions Act as in effect in the jurisdiction relevant to such transferable record.

"Control Agreements" means, collectively, the Deposit Account Control Agreement, the Securities Account Control Agreement, and the Commodity Account Control Agreement.

"Copyrights" means, collectively, with respect to each Grantor, all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished), all tangible embodiments of the foregoing and all copyright registrations and applications made by such Grantor, in each case, whether now owned or hereafter created or acquired by or assigned to such Grantor, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to such Grantor's use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world, and (v) rights to sue for past, present or future infringements thereof.

"Deposit Account Control Agreement" means a standard and customary deposit account control agreement.

"Deposit Accounts" means, collectively, with respect to each Grantor, (i) all "deposit accounts" as such term is defined in the UCC and all accounts and sub-accounts relating to any of the foregoing accounts, and (ii) all cash, funds, checks, notes and instruments from time to time on deposit in any of the accounts or sub-accounts described in clause (i) of this definition.

"Distributions" means, collectively, with respect to each Grantor, all dividends, cash, options, warrants, rights, instruments, distributions, returns of capital or principal, income, interest, profits and other property, interests (debt or equity) or proceeds, including as a result of a split, revision, reclassification or other like change of the Pledged Securities, from time to time received, receivable or otherwise distributed or distributable to such Grantor in respect of or in exchange for any or all of the Pledged Securities or Pledged Debt.

"Excluded Equity" means, any voting stock of any direct Subsidiary of any Grantor that is a controlled foreign corporation (as defined in Section 957 of the Internal Revenue Code (a "CFC")) in excess of 65% of the total combined voting power of all classes of stock of such CFC that are entitled to vote (within the meaning of Section 1.956-2(c)(2) of the Treasury Regulations), except to the extent that a pledge hereunder of such excess voting stock could not reasonably be expected to result in an adverse tax consequence to such Grantor.

"Excluded Property" means, collectively:

(i) all Excluded Equity;

(ii) any lease, license or other agreement or Contract or any property subject to a purchase money security interest, Lien securing a capital lease obligation or similar arrangement, in each case permitted to be incurred under the Settlement Agreement, to the extent that a grant of a security interest or Lien therein would require a consent not obtained or violate or invalidate such lease, license or agreement or Contract or purchase money arrangement, capital lease obligation or similar arrangement or create a right of termination in favor of any other party thereto (other than the Borrowers or another Grantor), in each case after giving effect to the applicable anti-assignment provisions of the UCC and other applicable law and other than Proceeds and receivables thereof, the assignment of which is expressly deemed effective under the UCC or other applicable law notwithstanding such prohibition;

(iii) any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(iv) motor vehicles and other assets subject to certificates of title (other than to the extent a Lien thereon can be perfected by the filing of a financing statement under the UCC);

(v) those assets as to which the Secured Parties shall reasonably determine, in writing, that the cost or other consequence of obtaining a Lien thereon or perfection thereof are excessive in relation to the benefit to the Secured Parties of the security to be afforded thereby;

(vi) any asset or property to the extent that the grant of a security interest is prohibited by applicable law, rule or regulation or requires a consent not obtained of any Governmental Authority pursuant to such applicable law, rule or regulation, in each case after giving effect to the applicable anti-assignment provisions of the UCC and other applicable law and other than Proceeds and receivables thereof, the assignment of which is expressly deemed effective under the UCC or other applicable law notwithstanding such prohibition;

provided, however, "Excluded Property" shall not include any Proceeds, products, substitutions or replacements of any Excluded Property (unless such Proceeds, products, substitutions or replacements would constitute Excluded Property). In addition, to the extent that such property constitutes "Excluded Property" due to the failure of a Grantor to obtain consent as described in clauses (ii) and (vi), such Grantor shall best efforts to promptly obtain such consent, and, upon obtaining such consent, such property shall cease to constitute "Excluded Property."

"Excluded Swap Obligation" means, with respect to any Grantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty of such

Grantor of, or the grant by such Grantor of a security interest to secure, such Swap Obligation (or any Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Grantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guaranty of such Grantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guaranty or security interest is or becomes illegal.

"First Priority Lenders" means Strategic Yieldco LLC and Axar Capital Management LP (including certain affiliates of Axar Capital Management LP).

"Grantor" has the meaning set forth in the Preamble hereof.

"Intellectual Property Collateral" means, collectively, the Patents, Trademarks (excluding only United States intent-to-use Trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications), Copyrights, Trade Secrets, Intellectual Property Licenses and all other industrial, intangible and intellectual property of any type (e.g., domains, social media accounts, data, etc.), including mask works and industrial designs.

"Intellectual Property Licenses" means, collectively, with respect to each Grantor, all license and distribution agreements with, and covenants not to sue, any other party with respect to any Patent, Trademark, Copyright or Trade Secret or any other patent, trademark, copyright or trade secret, whether such Grantor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) other rights to use, exploit or practice any or all of the Patents, Trademarks, Copyrights or Trade Secrets or any other patent, trademark, copyright or trade secret.

"Motor Vehicles" means all motor vehicles covered by a certificate of title law of any state.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the operations, business, assets, properties, liabilities (actual or contingent), or condition (financial or otherwise) of the Borrower and its Subsidiaries taken as a whole; (b) a material impairment of the rights and remedies of any or all of the Secured Parties under any Loan Documents or of the ability of any Borrower(s) to perform its obligations under any Loan Documents; or (c) a material

adverse effect upon the legality, validity, binding effect or enforceability against any Borrower(s) of any Loan Documents.

"Organizational Documents" means the certificate of incorporation and by-laws or any comparable organizational documents of any corporate entity (including limited liability companies and partnerships).

"Patents" means, collectively, with respect to each Grantor, all patents issued or assigned to, and all patent applications and registrations made by, such Grantor (whether issued, established or registered or recorded in the United States or any other country or any political subdivision thereof) and all tangible embodiments of the foregoing, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to such Grantor's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world, and (vi) rights to sue for past, present or future infringements thereof.

"Pledged Collateral" has the meaning set forth in Section 2.01.

"Pledged Debt" means, with respect to each Grantor, all Debt (including intercompany notes) from time to time owed to such Grantor by any obligor, and issued by the obligors named therein, and all interest, cash, instruments and other property, assets or proceeds from time to time received, receivable or otherwise distributed or distributable in respect of or in exchange for any or all of such Debt and all certificates, instruments or agreements evidencing such Debt, and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof.

"Pledged Securities" means, collectively, with respect to each Grantor, (i) all issued and outstanding Equity Interests of each Subsidiary that are owned by such Grantor and all options, warrants, rights, agreements and additional Equity Interests of whatever class of any such Subsidiary acquired by such Grantor in any manner, together with all claims, rights, privileges, authority and powers of such Grantor relating to such Equity Interests in each such Subsidiary or under any Organizational Document of each such Subsidiary, and the certificates, instruments and agreements representing such Equity Interests and any and all interest of such Grantor in the entries on the books of any financial intermediary pertaining to such Equity Interests, and (ii) all additional Equity Interests of any Subsidiary from time to time acquired by or issued to such Grantor and all options, warrants, rights, agreements and additional Equity Interests of whatever class of any such Subsidiary from time to time acquired by such Grantor in any manner, together with all claims, rights, privileges, authority and powers of such Grantor relating to such Equity Interests or under any Organizational Document of any such Subsidiary, and the certificates, instruments and agreements representing such Equity Interests and any and all interest of such Grantor in the entries on the books of any financial intermediary pertaining to such Equity Interests, from time to time acquired by such

Grantor in any manner; provided, however, that Pledged Securities shall not include any Excluded Equity.

"Receivables" means all (i) Accounts, (ii) Chattel Paper, (iii) Payment Intangibles, (iv) Instruments, (v) General Intangibles, and (vi) to the extent not otherwise covered above, all other rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, regardless of how classified under the UCC together with all of Grantors' rights, if any, in any goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all Records relating thereto.

"Record(s)" means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the directors, officers, employees, partners, agents, trustees, administrators, managers, advisors and representatives of it and its Affiliates.

"Second Priority" means, with respect to any Lien purported to be created in any Pledged Collateral pursuant to this Agreement, such Lien is the second most senior lien to which such Pledged Collateral is subject (subject only to Liens by the First Priority Lenders).

"Secured Obligations" means (i) obligations of the Borrowers arising under the Settlement Agreement, any other Loan Document or otherwise with respect to the due and prompt payment of (A) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding ("**Postpetition Interest**")) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (B) each payment required to be made by the Borrowers under the Settlement Agreement or any other Loan Document in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements made under Letters of Credit, interest thereon (including Postpetition Interest) and obligations to provide cash collateral and (C) all other monetary obligations, including fees, costs, attorneys' fees and disbursements, reimbursement obligations, contract causes of action, expenses and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrowers under or in respect of any Loan Document, and (ii) the due and prompt performance of all other covenants, duties, debts, obligations and liabilities of any kind of the Borrowers, individually or collectively, under or in respect of the Settlement Agreement, this Agreement, the other Loan Documents or any other document made, delivered or given in connection with any of the foregoing, in each case whether evidenced by a note or other writing, whether allowed in any bankruptcy, insolvency, receivership or other similar proceeding, whether arising from an extension of credit,

issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise.

"Secured Parties" has the meaning set forth in the Preamble hereof.

"Securities Account Control Agreement" means a standard and customary securities account control agreement.

"Securities Collateral" means, collectively, the Pledged Securities, the Pledged Debt and the Distributions.

"Settlement Agreement" has the meaning set forth in the first Recital hereof.

"Swap Obligation" means, with respect to any Grantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Trade Secrets" means, collectively, with respect to each Grantor, all know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, technical, marketing, financial and business data and databases, pricing and cost information, business and marketing plans, customer and supplier lists and information, all other confidential and proprietary information and all tangible embodiments of the foregoing, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to such trade secrets, (ii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto including damages and payments for past, present or future misappropriations thereof, (iii) rights corresponding thereto throughout the world, and (iv) rights to sue for past, present or future misappropriations thereof.

"Trademarks" means, collectively, with respect to each Grantor, all trademarks (including service marks), slogans, logos, symbols, certification marks, collective marks, trade dress, uniform resource locators (URL's), domain names, corporate names and trade names, whether statutory or common law, whether registered or unregistered and whether established or registered in the United States or any other country or any political subdivision thereof, that are owned by or assigned to such Grantor, all registrations and applications for the foregoing and all tangible embodiments of the foregoing, together with, in each case, the goodwill symbolized thereby and any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world, and (v) rights to sue for past, present and future infringements thereof.

"Trademark Security Agreement" means the Trademark Security Agreement set forth in Exhibit A, attached hereto and incorporated herein.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York, as applicable; provided, however, that if by reason of mandatory provisions of law, any or all of the perfection or priority of the Secured Parties' security interest in any item or portion of the Pledged Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

Section 1.02 Interpretation. The rules of interpretation specified in the Settlement Agreement shall be applicable to this Agreement. All references in this Agreement to Sections are references to Sections of this Agreement, unless otherwise specified.

Section 1.03 Resolution of Drafting Ambiguities. Each Grantor acknowledges and agrees that it was represented by counsel in connection with the execution and delivery of this Agreement, that it and its counsel reviewed and participated in the preparation and negotiation of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (i.e., the Secured Parties) shall not be employed in the interpretation of this Agreement.

Section 1.04 Schedules. The Secured Parties and each Grantor agree that the Schedules hereof, if any, and all descriptions of Pledged Collateral contained in the Schedules and all amendments and supplements thereto are and shall at all times remain a part of this Agreement.

ARTICLE II GRANT OF SECURITY INTEREST

Section 2.01 Grant of Security Interest. As collateral security for the payment and performance in full of all the Secured Obligations, each Grantor hereby pledges to the Secured Parties, and grants to the Secured Parties a Lien on and security interest in and to, all of the right, title and interest of such Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "**Pledged Collateral**"):

- (a) all Accounts;
- (b) all Equipment, Goods, Inventory and Fixtures;
- (c) all Documents, Instruments and Chattel Paper;
- (d) all Letters of Credit and Letter-of-Credit Rights;
- (e) all Securities Collateral;
- (f) all Investment Property;
- (g) all Intellectual Property Collateral;
- (h) the Commercial Tort Claims;

(i) all General Intangibles;

(j) all Money and all Deposit Accounts;

(l) all Supporting Obligations;

(m) all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records relating to the Pledged Collateral and any General Intangibles at any time evidencing or relating to any of the foregoing;

(n) all Motor Vehicles; and

(o) to the extent not covered by clauses (a) through (n) of this sentence, all other assets, personal property and rights of such Grantor, whether tangible or intangible, all Proceeds and products of each of the foregoing and all accessions of and to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Grantor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) through (o) above, the security interest created by this Agreement shall not extend to, and the term "Pledged Collateral" shall not include, any Excluded Property, provided that, if any Excluded Property would have otherwise constituted Pledged Collateral, when such property shall cease to be Excluded Property, such property shall be deemed at all times from and after the date hereof to constitute Pledged Collateral.

The Grantors shall from time to time at the request of the Secured Parties give written notice to the Secured Parties identifying in reasonable detail the Excluded Property (and stating in such notice that such Excluded Property constitutes "Excluded Property") and shall provide to the Secured Parties such other information regarding the Excluded Property as the Secured Parties may reasonably request.

From and after the Closing Date, no Grantor shall permit to become effective, in any lease, license, Contract or other agreement, a provision that would prohibit or require the consent of any Person to the grant of a Lien on such lease, license, Contract or other agreement in favor of the Secured Parties.

Section 2.02 Filings.

(a) Each Grantor hereby irrevocably authorizes the Secured Parties at any time and from time to time to file in any relevant jurisdiction any financing statements (including fixture filings) and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Pledged Collateral, including (i) whether such Grantor is an organization, the type of organization and, if required, any organizational identification number issued to such Grantor, (ii) any financing or continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor hereunder, without the signature of such Grantor where permitted by law, including the filing of a financing statement describing the Pledged Collateral as "all assets" or "all personal property" of such Grantor or words of similar effect or as being of an

equal or lesser scope or with greater detail and (iii) in the case of a financing statement filed as a fixture filing or covering Pledged Collateral constituting minerals or the like to be extracted or timber to be cut, a sufficient description of the real property to which such Pledged Collateral relates. Each Grantor agrees to provide all information described in the immediately preceding sentence to the Secured Parties promptly upon request by the Secured Parties.

(b) Each Grantor hereby further authorizes the Secured Parties to file with the United States Patent and Trademark Office and the United States Copyright Office (and any successor office and any similar office in any United States state or other country) this Agreement, the Trademark Security Agreement, and other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor hereunder, without the signature of such Grantor where permitted by law, and naming such Grantor as debtor, and the Secured Parties as secured party.

(c) Each Grantor hereby further authorizes the Secured Parties at any time and from time to time, with respect to Motor Vehicles, to file in any relevant jurisdiction with the registrar of motor vehicles or other appropriate Governmental Authority in such jurisdiction an application or other document requesting the notation or other indication of the security interest created hereunder on such certificate of title, but only to the extent such notation or other indication is required under Section 3.04(h).

(d) Each Grantor hereby ratifies its authorization for the Secured Parties to have filed in any relevant jurisdiction any initial financing statements or amendments thereto relating to the Pledged Collateral if filed prior to the date hereof.

ARTICLE III PERFECTION AND FURTHER ASSURANCES

Section 3.01 Perfection of Certificated Securities Collateral. Each Grantor represents and warrants that all certificates, agreements or instruments representing or evidencing the Securities Collateral in existence on the date hereof have been delivered to the Secured Parties in suitable form for transfer by delivery or accompanied by duly executed undated instruments of transfer or assignment in blank and that (assuming continuing possession by the Secured Parties of any such Securities Collateral) the Secured Parties have a perfected Second Priority security interest therein, behind only First Priority Lenders, where applicable. Each Grantor hereby agrees that all certificates, agreements or instruments representing or evidencing the Securities Collateral acquired by such Grantor after the date hereof, shall immediately upon receipt thereof by such Grantor be held by or on behalf of and delivered to the Secured Parties in suitable form for transfer by delivery or accompanied by duly executed undated instruments of transfer or assignment in blank, all in form and substance satisfactory to the Secured Parties.

The Secured Parties shall have the right, at any time upon the occurrence of any Forbearance Default, to endorse, assign or otherwise transfer to or to register in the name of the Secured Parties or any of its nominees or endorse for negotiation any or all of the Securities Collateral, without any indication that such Securities Collateral is subject to the security interest hereunder.

Section 3.02 Perfection of Uncertificated Securities Collateral. Each Grantor represents and warrants that the Secured Parties have a perfected Second Priority security interest in all uncertificated Pledged Securities pledged by it hereunder that are in existence on the date hereof. Each Grantor hereby agrees that if any of the Pledged Securities are at any time not evidenced by certificates of ownership, such Grantor will (a) cause the issuer thereof to either (i) register the Secured Parties as the registered owner of such securities or (ii) agree in an authenticated record with such Grantor and the Secured Parties that such issuer will comply with instructions with respect to such securities originated by the Secured Parties without further consent of such Grantor, (b) upon request by the Secured Parties, provide to the Secured Parties an opinion of counsel, in form and substance reasonably satisfactory to the Secured Parties, confirming such pledge and perfection thereof, and (c) if reasonably requested by the Secured Parties, request the issuer of such Pledged Securities to cause such Pledged Securities to become certificated and in the event such Pledged Securities become certificated, to deliver such Pledged Securities to the Secured Parties in accordance with the provisions of Section 3.01. Each Grantor hereby agrees, with respect to Pledged Securities that are partnership interests or limited liability company interests, that after the occurrence of any Forbearance Default, upon request by the Secured Parties, such Grantor will (A) cause the Organizational Documents of each issuer that is a Subsidiary of the Borrowers to be amended to provide that such Pledged Securities shall be treated as "securities" for purposes of the UCC and (B) cause such Pledged Securities to become certificated and delivered to the Secured Parties in accordance with the provisions of Section 3.01.

Section 3.03 Maintenance of Perfected Security Interest. Each Grantor represents and warrants that on the date hereof all financing statements, agreements (including the Trademark Security Agreement), instruments and other documents necessary to perfect the security interest granted by it to the Secured Parties in respect of the Pledged Collateral have been delivered to the Secured Parties in completed and, to the extent necessary or appropriate, duly executed form for filing in each governmental, municipal or other office specified in Schedule 2 hereof. Each Grantor agrees that at its sole cost and expense, such Grantor will maintain the security interest created by this Agreement in the Pledged Collateral as a perfected Second Priority security interest.

Section 3.04 Other Actions for Perfection. In order to further insure the attachment, perfection and priority of, and the ability of the Secured Parties to enforce, the Secured Parties' security interest in the Pledged Collateral, each Grantor represents and warrants (as to itself) as follows and agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Pledged Collateral:

(a) Instruments and Tangible Chattel Paper. As of the date hereof, no amounts payable to such Grantor under or in connection with any of the Pledged Collateral are evidenced by any Instrument or Tangible Chattel Paper; provided, however, in any event, each Instrument and each item of Tangible Chattel Paper has been or will be properly endorsed, assigned and delivered to the Secured Parties, accompanied by undated instruments of transfer or assignment duly executed in blank. If any amount then payable under or in connection with any of the Pledged Collateral shall be evidenced by any Instrument or Tangible Chattel Paper, the Grantor acquiring such Instrument or Tangible Chattel Paper shall promptly (but in any event within five (5) Business Days after receipt thereof by such Grantor) endorse, assign and deliver the same to the Secured Parties, accompanied by such

undated instruments of transfer or assignment duly executed in blank as the Secured Parties may from time to time reasonably specify.

(b) Deposit Accounts. (i) As of the date hereof, no Grantor has opened or maintains any Deposit Accounts other than as communicated to the Secured Parties and (ii) the Secured Parties have a perfected Second Priority security interest in each Deposit Account, which security interest is perfected by Control. No Grantor shall hereafter establish and maintain any Deposit Account, unless such depository bank and such Grantor shall have duly executed and delivered to the Secured Parties a Deposit Account Control Agreement with respect to such Deposit Account. The provisions of this Section 3.04(b) shall not apply to any Deposit Accounts for which the Secured Parties are the depository bank. No Grantor shall grant Control of any Deposit Account to any Person other than the Secured Parties, other than the First Priority Lenders.

(c) Investment Property.

(i) As of the date hereof, no Grantor (1) has any Securities Accounts or Commodity Accounts other than as communicated to the Secured Parties and the Secured Parties have a perfected Second Priority security interest in such Securities Accounts and Commodity Accounts which security interest is perfected by Control, (2) holds, owns or has any interest in any certificated securities or uncertificated securities other than those constituting Pledged Securities and those maintained in Securities Accounts or Commodity Accounts. As of the date hereof, each Grantor has duly authorized, executed and delivered a Securities Account Control Agreement with respect to each Securities Account or Commodity Account, if any, as applicable. No Grantor shall hereafter establish or maintain any Securities Account or Commodity Account with any Securities Intermediary or Commodity Intermediary, unless such Securities Intermediary or Commodity Intermediary, as the case may be, and such Grantor shall have duly executed and delivered a Control Agreement with respect to such Securities Account or Commodity Account, as the case may be. Each Grantor shall accept any cash and Investment Property in trust for the benefit of the Secured Parties and within five (5) Business Days of actual receipt thereof, deposit any and all cash and Investment Property received by it into a Deposit Account or Securities Account subject to the Secured Parties' Control. The provisions of this Section 3.04(c) shall not apply to any Financial Assets credited to a Securities Account for which the Secured Parties are the Securities Intermediary. No Grantor shall grant Control over any Investment Property to any Person other than the Secured Parties.

(ii) If any Grantor shall at any time hold or acquire any certificated securities constituting Investment Property, such Grantor shall promptly (1) endorse, assign and deliver the same to the Secured Parties, accompanied by such undated instruments of transfer or assignment duly executed in blank, all in form and substance satisfactory to the Secured Parties or (2) deliver such securities into a Securities Account with respect to which a Securities Account Control Agreement is in effect in favor of the Secured Parties.

(iii) If any securities now or hereafter acquired by any Grantor constituting Investment Property are uncertificated and are issued to such Grantor or its nominee directly by the issuer thereof, such Grantor shall promptly notify the Secured Parties thereof and pursuant to an agreement in form and substance reasonably satisfactory to the Secured Parties, either (1) cause the issuer to agree to comply with instructions from the Secured Parties as to such securities, without further consent of any Grantor or such nominee, (2) cause a Security Entitlement with respect to such uncertificated security to be held in a Securities Account with respect to which the Secured Parties have Control or (3) arrange for the Secured Parties to become the registered owner of such securities.

(d) Electronic Chattel Paper and Transferable Records. As of the date hereof, no amount under or in connection with any of the Pledged Collateral is evidenced by any Electronic Chattel Paper or any "transferable record" (as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction) other than such Electronic Chattel Paper and transferable records.

Each Grantor will maintain all (i) Electronic Chattel Paper so that the Secured Parties have Control of the Electronic Chattel Paper and (ii) all transferable records so that the Secured Parties have Control of the transferable records.

(e) Letter-of-Credit Rights. If any Grantor is at any time a beneficiary under a Letter of Credit now or hereafter issued in favor of such Grantor, such Grantor shall promptly notify the Secured Parties thereof and such Grantor shall maintain all Letter-of-Credit Rights assigned to the Secured Parties so that the Secured Parties have Control of the Letter-of-Credit Rights.

(f) Commercial Tort Claims. On the date hereof, no Grantor holds any Commercial Tort Claim which might reasonably result in awarded damages (less any and all legal and other expenses incurred or reasonably expected to be incurred by such Grantor). Each Grantor will immediately give notice to the Secured Parties of any Commercial Tort Claim that is commenced in the future and will immediately execute or otherwise authenticate a supplement to this Agreement, and otherwise take all necessary action, to subject such Commercial Tort Claim to the Second Priority security interest created under this Agreement.

(g) Landlord's Access Agreements/Bailee Letters. Each Grantor shall obtain as soon as practicable after the date hereof with respect to each location where such Grantor maintains Pledged Collateral, a bailee letter and/or landlord access agreement, as applicable, and use commercially reasonable efforts to obtain a bailee letter, landlord access agreement and/or landlord's lien waiver, as applicable, from all such bailees and landlords, as applicable, who from time to time have possession of Pledged Collateral in the ordinary course of such Grantor's business and if requested by the Secured Parties.

(h) Motor Vehicles. With respect to each Motor Vehicle owned by a Grantor on the closing date or in which ownership is acquired by a Grantor after the

date hereof, such Grantor shall deliver to the Secured Parties on the closing date or as soon as practicable/within thirty (30) days after the date of such acquisition, as the case may be, originals of the certificates of title or ownership for all Motor Vehicles owned by it with the Secured Parties listed as lienholder therein.

Section 3.05 Joinder of Additional Grantors. The Grantors shall cause each Subsidiary of the Borrowers which, from time to time, after the date hereof shall be required to pledge any assets to the Secured Parties pursuant to the provisions of the Settlement Agreement, to execute and deliver to the Secured Parties a Joinder Agreement in a form reasonably acceptable to the Secured Parties within thirty (30) days of the date on which it was acquired or created and, upon such execution and delivery, such Subsidiary shall constitute a “Grantor” for all purposes hereunder with the same force and effect as if originally named as a Grantor herein. Upon the execution and delivery by any Subsidiary of a Joinder Agreement, the supplemental schedules attached to such Joinder Agreement shall be incorporated into and become part of and supplement the Schedules to this Agreement and each reference to such Schedules shall mean and be a reference to such Schedules as supplemented pursuant to each Joinder Agreement and from time to time. The execution and delivery of such Joinder Agreement shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

Section 3.06 Further Assurances.

(a) Further Assurances. Each Grantor shall take such further actions, and execute and/or deliver to the Secured Parties such additional financing statements, amendments, assignments, agreements, supplements, powers and instruments, as the Secured Parties may in its judgment deem necessary or appropriate in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted in the Pledged Collateral as provided herein and the rights and interests granted to the Secured Parties hereunder, and enable the Secured Parties to exercise and enforce its rights, powers and remedies hereunder with respect to any Pledged Collateral, including the filing of any financing statements, continuation statements and other documents under the UCC (or other similar laws) in effect in any jurisdiction with respect to the security interest created hereby, the filing of the Trademark Security Agreement with the United States Patent and Trademark Office, and the execution and delivery of Control Agreements with respect to Securities Accounts, Commodities Accounts and Deposit Accounts, all in form satisfactory to the Secured Parties and in such offices wherever required by law to perfect, continue and maintain the validity, enforceability and priority of the security interest in the Pledged Collateral as provided herein and to preserve the other rights and interests granted to the Secured Parties hereunder, as against third parties, with respect to the Pledged Collateral. Without limiting the generality of the foregoing, but subject to applicable law, each Grantor shall make, execute, endorse, acknowledge, file or refile and/or deliver to the Secured Parties from time to time upon request by the Secured Parties such lists, schedules, descriptions and designations of the Pledged Collateral, statements, copies of warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, supplements, additional security agreements, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments as the Secured Parties shall reasonably request. If a

Forbearance Default has occurred, the Secured Parties may institute and maintain, in its own name or in the name of any Grantor, such suits and proceedings as the Secured Parties may deem necessary or expedient to prevent any impairment of the security interest in or the perfection thereof in the Pledged Collateral. All of the foregoing shall be at the sole cost and expense of the Grantors.

(b) Report. Within thirty (30) days after the end of each fiscal quarter the Borrowers shall furnish the Secured Parties with a report listing for such quarter:

- (i) any Subsidiary formed or acquired by any Grantor;
- (ii) any certificated securities, uncertificated securities, other equity interests or Debt not held in a Securities Account acquired by any Grantor;
- (iii) any change in name or jurisdiction of organization of any Grantor as permitted by the Loan Documents;
- (iv) any new location of Inventory or Equipment of any Grantor;
- (v) all Promissory Notes, Instruments or Chattel Paper received by any Grantor;
- (vi) any Securities Account, Commodities Account or Deposit Account opened by any Grantor;
- (vii) all applications for and registration received by any Grantor in respect of any Intellectual Property;
- (viii) any Letter of Credit Rights acquired by any Grantor;
- (ix) any Commercial Tort Claims acquired by any Grantor; and
- (x) any Motor Vehicles acquired by any Grantor.

ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Grantor represents, warrants and covenants as follows:

Section 4.01 Settlement Agreement Representations.

(a) Settlement Agreement Representations. Each Grantor makes the representations and warranties set forth in the Settlement Agreement as they relate to the Grantors or to the Loan Documents to which any Grantor is a party, each of which is hereby incorporated herein by reference, and the Secured Parties shall be entitled to rely on each of them as if they were fully set forth herein, provided that each reference in each such representation and warranty to the Borrowers' knowledge shall, for the purposes of this Section 4.01, be deemed to be a reference to the Grantors' knowledge.

(b) Existence. Each Grantor (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, (ii) is duly qualified as a foreign corporation or other organization and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification, and (iii) is in compliance with all Requirements of Law.

(c) Power and Authorization. Each Grantor has the power and authority, and the legal right, to own or lease and operate its property, and to carry on the business as now conducted and as proposed to be conducted, and to execute, deliver and perform the Loan Documents to which it is a party. Each Grantor has taken all necessary organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party. No consent or authorization of, filing with, notice to or other act by, or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement or any of the Loan Documents. Each Loan Document has been duly executed and delivered by each Grantor thereto.

(d) Enforceability. This Agreement constitutes, and each other Loan Document when delivered hereunder will constitute, a legal, valid and binding obligation of each Grantor thereto, enforceable against each such Grantor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(e) No Contravention. The execution, delivery and performance of this Agreement and the other Loan Documents will not violate any Requirement of Law or any Contractual Obligation of any Grantor and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or assets pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Loan Documents). No Requirement of Law or Contractual Obligation applicable to the Grantors could reasonably be expected to have a Material Adverse Effect.

(f) No Litigation. No action, suit, litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of any Grantor, threatened by or against any Grantor or against any of its property or assets (i) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (ii) that could reasonably be expected to have a Material Adverse Effect.

Section 4.02 Ownership of Property and No Other Liens.

(a) Each Grantor has fee simple title to, or a valid leasehold interest in, all its real property, and good title to, or a valid leasehold interest in, all its Pledged Collateral, and none of such property is subject to any Lien, claim, option or right of others, except for the security interest granted to the Secured Parties, and Liens permitted under the Settlement Agreement. No Person other than the Secured Parties

have control or possession of all or any part of the Pledged Collateral, except as permitted by the Settlement Agreement.

(b) None of the Pledged Collateral constitutes, or is the Proceeds of, (i) Farm Products, (ii) As-Extracted Collateral, (iii) Manufactured Homes, (iv) Health-Care-Insurance Receivables, (v) timber to be cut, (vi) aircraft, aircraft engines, satellites, ships or railroad rolling stock. None of the account debtors or other Persons obligated on any of the Pledged Collateral is a Governmental Authority covered by the Federal Assignment of Claims Act or like federal, state or local statute or rule in respect of such Pledged Collateral.

Section 4.03 Perfected Second Priority Security Interest. This Agreement is effective to create in favor of the Secured Parties, a legal, valid and enforceable security interest in the Pledged Collateral and the Proceeds thereof. In the case of the certificated Pledged Securities, when stock certificates representing such Pledged Securities are delivered to the Secured Parties and in the case of the other Pledged Collateral, when financing statements and other filings specified on Schedule 2 hereof in appropriate form are filed in the offices specified on Schedule 2 hereof and other actions described in Schedule 2 hereof are taken, this Agreement shall constitute, and will at all times constitute, a fully perfected Second Priority Lien on, and security interest in, all rights, title and interest of the Grantors in such Pledged Collateral and the Proceeds thereof, as security for the Secured Obligations.

Section 4.04 No Transfer of Pledged Collateral. No Grantor shall sell, offer to sell, dispose of, convey, assign or otherwise transfer, or grant any option with respect to, restrict, or grant, create, permit or suffer to exist any Lien on, any of the Pledged Collateral pledged by it hereunder or any interest therein except as permitted by the Settlement Agreement.

Section 4.05 Claims Against Pledged Collateral. Each Grantor shall, at its own cost and expense, defend title to the Pledged Collateral and the Second Priority security interest and Lien granted to the Secured Parties with respect thereto against all claims and demands of all Persons at any time claiming any interest therein adverse to the Secured Parties, other than Liens permitted under the Settlement Agreement. Except as expressly permitted by the Settlement Agreement or any other Loan Document, there is no agreement to which any Grantor is a party, order, judgment or decree, and no Grantor shall enter into any agreement or take any other action, that could reasonably be expected to restrict the transferability of any of the Pledged Collateral or otherwise impair or conflict in any material respect with such Grantors' obligations or the rights of the Secured Parties hereunder.

Section 4.06 Other Financing Statements. Such Grantor has not executed, filed, nor authorized any third party to file any financing statement or other instrument similar in effect covering all or any part of the Pledged Collateral or listing such Grantor as debtor in any recording office, except such as have been filed in favor of the Secured Parties pursuant to this Agreement or as otherwise permitted under the Settlement Agreement. No financing statement or other instrument similar in effect covering all or any part of the Pledged Collateral or listing such Grantor as debtor is on file in any recording office, except such as have been filed in favor of the Secured Parties pursuant to this Agreement or as otherwise permitted under the Settlement Agreement.

No Grantor shall execute, authorize or permit to be filed in any recording office any financing statement or other instrument similar in effect covering all or any part of the Pledged Collateral or listing such Grantor as debtor with respect to all or any part of the Pledged Collateral, except financing statements and other instruments filed in respect of Liens permitted under the Settlement Agreement.

Section 4.07 Changes in Name, Jurisdiction of Organization, Etc. On the date hereof, such Grantor's type of organization, jurisdiction of organization, legal name, Federal Taxpayer Identification Number, organizational identification number (if any) and chief executive office or principal place of business are indicated next to its name in Schedule 3 hereof. Schedule 3 lists all of such Grantor's jurisdictions and types of organization, legal names and locations of chief executive office or principal place of business at any time during the four months preceding the date hereof, if different from those referred to in the preceding sentence.

Such Grantor shall not, except upon not less than ten (10) days' prior written notice (in the form of an officer's certificate), or such lesser notice period agreed to by the Secured Parties, to Secured Parties, and delivery to the Secured Parties of all additional financing statements, information and other documents reasonably requested by the Secured Parties to maintain the validity, perfection and priority of the security interests provided for herein:

- (a) change its legal name, identity, type of organization or corporate structure;
- (b) change the location of its chief executive office or its principal place of business;
- (c) change its Federal Taxpayer Identification Number or organizational identification number (if any); or
- (d) change its jurisdiction of organization (in each case, including by merging with or into any other entity, reorganizing, organizing, dissolving, liquidating, reincorporating or incorporating in any other jurisdiction).

Such Grantor shall, prior to any change described in the preceding sentence, take all actions requested by the Secured Parties to maintain the perfection and priority of the security interest of the Secured Parties in the Pledged Collateral intended to be granted hereunder.

Each Grantor agrees to promptly provide the Secured Parties with certified Organizational Documents reflecting any of the changes described in this Section 4.07. Each Grantor also agrees to promptly notify the Secured Parties of any change in the location of any office in which it maintains books or records relating to Pledged Collateral owned by it or any office or facility at which Pledged Collateral is located (including the establishment of any such new office or facility).

Section 4.08 Location of Inventory and Equipment. On the date hereof, the Inventory and the Equipment (other than mobile goods and goods in transit) of such Grantor are kept at locations listed in Schedule 3 hereof. Schedule 3 also lists the locations of such Grantor's Inventory and the Equipment (other than mobile goods and goods in transit) for the

four months preceding the date hereof, if different from those referred in the preceding sentence.

Such Grantor shall not move any Equipment or Inventory to any location, other any location that is listed in Schedule 3 hereof except upon not less than thirty (30) days' prior written notice (in the form of an officer's certificate), or such lesser notice period agreed to by the Secured Parties, to the Secured Parties, of its intention so to do, clearly describing such new location and providing such other information and documents to the Secured Parties reasonably requested by the Secured Parties to maintain the validity, perfection and priority of the security interests provided for herein.

Such Grantor shall, prior to any change described in the preceding sentence, take all actions requested by the Secured Parties to maintain the perfection and priority of the security interest of the Secured Parties in the Pledged Collateral, if applicable; provided that, in no event shall any Equipment or Inventory of any Grantor be moved to any location outside of the continental United States.

Section 4.09 Pledged Securities and Pledged Debt. All Pledged Securities and Pledged Debt held by such Grantor as of the date hereof. The Pledged Securities pledged by such Grantor hereunder constitute all of the issued and outstanding Equity Interests of each Subsidiary owned by such Grantor. Such Equity Interests represent all of the outstanding Equity Interests of each such issuer which is a Subsidiary except as noted in such Schedule. All of the Pledged Securities existing on the date hereof have been, and to the extent any Pledged Securities are hereafter issued, such Pledged Securities will be, upon such issuance, duly authorized, validly issued, fully paid and non-assessable. There is no amount or other obligation owing by any Grantor to any issuer of the Pledged Securities in exchange for or in connection with the issuance of the Pledged Securities or any Grantor's status as a partner or a member of any issuer of the Pledged Securities. No Grantor is in default or violation of any provisions of any agreement to which such Grantor is a party relating to the Pledged Securities.

All of the Pledged Debt has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof, enforceable in accordance with their respective terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law)) and is not in default. The Pledged Debt constitutes all of the issued and outstanding intercompany indebtedness owing to such Grantor and if evidenced by promissory notes, such notes have been delivered to the Secured Parties.

No Securities Collateral pledged by such Grantor is subject to any defense, offset or counterclaim, nor have any of the foregoing been asserted or alleged against such Grantor by any Person with respect thereto, and there are no certificates, instruments, documents or other writings (other than the Organizational Documents and certificates representing such Pledged Securities or Pledged Debt, if any, that have been delivered to the Secured Parties) which evidence any Pledged Securities or Pledged Debt of such Grantor.

Each Grantor shall, upon obtaining any Pledged Securities or Pledged Debt of any Person, accept the same in trust for the benefit of the Secured Parties and promptly (but in any event within five (5) Business Days after receipt thereof) update the Secured Parties with

respect thereto, and the certificates and other documents required under Section 3.01 and Section 3.02 in respect of the additional Pledged Securities or Pledged Debt which are to be pledged pursuant to this Agreement, and confirming the Lien hereby created on such additional Pledged Securities or Pledged Debt.

Section 4.10 Approvals. In the event that the Secured Parties desires to exercise any remedies, voting or consensual rights or attorney-in-fact powers set forth in this Agreement and determines it necessary to obtain any approvals or consents of any Governmental Authority or any other Person therefor, then, upon the request of the Secured Parties, such Grantor agrees to assist the Secured Parties in obtaining as soon as practicable any necessary approvals or consents for the exercise of any such remedies, rights and powers.

Section 4.11 Pledged Collateral Information. All information set forth herein, including the schedules annexed hereto, and all information contained in any documents, schedules and lists heretofore delivered to the Secured Parties, in connection with this Agreement, in each case, relating to the Pledged Collateral, is accurate and complete. The Pledged Collateral described on the schedules hereof constitutes all of the property of such type of Pledged Collateral owned or held by the Grantors.

Section 4.12 Insurance. In the event that the proceeds of any insurance claim are paid to any Grantor after the Secured Parties have exercised its right to foreclose on all or any part of the Pledged Collateral after the occurrence of a Forbearance Default, such net cash proceeds shall be held in trust for the benefit of the Secured Parties and immediately after receipt thereof shall be paid to the Secured Parties for application in accordance with the Settlement Agreement.

Section 4.13 Compliance With Laws. Each Grantor shall pay promptly when due all Claims upon the Pledged Collateral or incurred in connection with the use or operation of the Pledged Collateral or incurred in connection with this Agreement. All Claims imposed upon or assessed against the Pledged Collateral have been paid and discharged except to the extent such Claims constitute a Lien not yet due and payable which is a Contested Lien or a Lien permitted by the Settlement Agreement. In the event any Grantor shall fail to make such payment contemplated in the immediately preceding sentence, the Secured Parties may (following notice to the Grantor, to the extent practicable) do so for the account of such Grantor and the Grantors shall promptly reimburse and indemnify the Secured Parties for all costs and expenses incurred by the Secured Parties under this Section 4.13 in accordance with Section 9.08. Each Grantor shall comply with all Requirements of Law applicable to the Pledged Collateral the failure to comply with which could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. Each Grantor has at all times operated, and shall continue to operate, its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances.

Section 4.14 Intellectual Property. (a) all Intellectual Property Collateral is valid, subsisting, unexpired and enforceable and has not been abandoned; (b) such Grantor is the exclusive owner of all right, title and interest in and to, or has the right to use, all such Intellectual Property Collateral; (c) consummation and performance of this Agreement will not result in the invalidity, unenforceability or impairment of any such Intellectual Property Collateral, or in default or termination of any material Intellectual Property License; (d) there

are no outstanding holdings, decisions, consents, settlements, decrees, orders, injunctions, rulings or judgments that would limit, cancel or question the validity or enforceability of any such Intellectual Property Collateral or such Grantor's rights therein or use thereof; (e) to such Grantor's knowledge, the operation of such Grantor's business and such Grantor's use of Intellectual Property Collateral in connection therewith, does not infringe or misappropriate the intellectual property rights of any other Person; (f) no action or proceeding is pending or, to such Grantor's knowledge, threatened (i) seeking to limit, cancel or question the validity of any Intellectual Property Collateral or such Grantor's ownership interest or rights therein, (ii) which, if adversely determined, could have a Material Adverse Effect on the value of any such Intellectual Property Collateral or (iii) alleging that any such Intellectual Property Collateral, or such Grantor's use thereof in the operation of its business, infringes or misappropriates the intellectual property rights of any Person; and (g) to such Grantor's knowledge, there has been no Material Adverse Effect on such Grantor's rights in its material Trade Secrets as a result of any unauthorized use, disclosure or appropriation by or to any Person, including such Grantor's current and former employees, contractors and agents.

Section 4.15 Inspection of Pledged Collateral Each Grantor shall keep the Pledged Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon. Each Grantor shall permit the Secured Parties, or its designee, to inspect the Pledged Collateral at any reasonable time, wherever located.

ARTICLE V SECURITIES COLLATERAL

Section 5.01 Existing Voting Rights and Distributions.

(a) So long as no Forbearance Default shall have occurred:

(i) Each Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Securities Collateral or any part thereof for any purpose not inconsistent with the terms or purposes hereof, the Settlement Agreement or any other Loan Document; provided, however, that no Grantor shall in any event exercise such rights in any manner which could reasonably be expected to have a Material Adverse Effect.

(ii) Each Grantor shall be entitled to receive and retain, and to utilize free and clear of the Lien hereof, any and all Distributions, if and to the extent made in accordance with the provisions of the Settlement Agreement; provided, however, that any and all such Distributions consisting of rights or interests in the form of securities shall be immediately delivered to the Secured Parties to hold as Pledged Collateral and shall, if received by any Grantor, be received in trust for the benefit of the Secured Parties, be segregated from the other property or funds of such Grantor and be promptly (but in any event within five (5) Business Days after receipt thereof) delivered to the Secured Parties as Pledged Collateral in the same form as so received (with any necessary endorsement).

(b) The Secured Parties shall be deemed without further action to have granted to each Grantor all necessary consents relating to voting rights and shall, if necessary, upon written request of any Grantor and at the sole cost and expense of

such Grantor, from time to time execute and deliver (or cause to be executed and delivered) to such Grantor all such instruments as such Grantor may reasonably request in order to permit such Grantor to exercise the voting and other rights which it is entitled to exercise pursuant to Section 5.01(a)(i) and to receive the Distributions which it is authorized to receive and retain pursuant to Section 5.01(a)(ii).

(c) Upon the occurrence of any Forbearance Default:

(i) All rights of each Grantor to exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to Section 5.01(a)(i) shall immediately cease, and all such rights shall thereupon become vested in the Secured Parties, which shall have the sole right to exercise such voting and other consensual rights.

(ii) All rights of each Grantor to receive Distributions which it would otherwise be authorized to receive and retain pursuant to Section 5.01(a)(ii) shall immediately cease and all such rights shall thereupon become vested in the Secured Parties, which shall have the sole right to receive and hold such Distributions as Pledged Collateral.

(d) Each Grantor shall, at its sole cost and expense, from time to time execute and deliver to the Secured Parties appropriate instruments as the Secured Parties may request in order to permit the Secured Parties to exercise the voting and other rights which it may be entitled to exercise pursuant to Section 5.01(c)(i) and to receive all Distributions which it may be entitled to receive under Section 5.01(c)(ii).

(e) All Distributions which are received by any Grantor contrary to the provisions of Section 5.01(a)(ii) or Section 5.01(c) shall be received in trust for the benefit of the Secured Parties, shall be segregated from other funds of such Grantor and shall promptly (but in any event within five (5) Business Days after receipt thereof by such Grantor) be paid over to the Secured Parties as Pledged Collateral in the same form as so received (with any necessary endorsement).

Section 5.02 Certain Agreements of Grantors.

(a) In the case of each Grantor which is an issuer of Securities Collateral, such Grantor agrees to be bound by the terms of this Agreement relating to the Securities Collateral issued by it and will comply with such terms insofar as such terms are applicable to it.

(b) In the case of each Grantor which is a partner, shareholder or member, as the case may be, in a partnership, limited liability company or other entity, such Grantor hereby (i) consents to the extent required by the applicable Organizational Document to the pledge by each other Grantor, pursuant to the terms hereof, of the Pledged Securities in such partnership, limited liability company or other entity and, upon the occurrence of a Forbearance Default, to the transfer of such Pledged Securities to the Secured Parties or its nominee and to the substitution of the Secured Parties or its nominee as a substituted partner, shareholder or member in such partnership, limited liability company or other entity with all the rights, powers and duties of a general partner, limited partner, shareholder or member, as the case may be and (ii) irrevocably waives any and all provisions of the applicable Organizational

Documents that conflict with the terms of this Agreement or prohibit, restrict, condition or otherwise affect the grant hereunder of any Lien on any of the Pledged Collateral or any enforcement action which may be taken in respect of any such Lien.

(c) In the case of each Grantor which is a partner, shareholder or member, as the case may be, in a partnership, limited liability company or other entity, such Grantor has caused each partnership or limited liability company included in the Pledged Collateral to amend its partnership agreement or limited liability company agreement to include the following provision:

“Section _____. Pledgee’s Rights. Notwithstanding anything contained herein to the contrary, each [Member/Partner] shall be permitted to pledge or hypothecate any or all of its [Units/Partnership Interests], including all Interests, economic rights, control rights and status rights as a [Member/Partner], to any lender to the Company or an affiliate of the Company or any agent acting on such lender’s behalf, and any transfer of such [Units/Partnership Interests] pursuant to any such lender’s (or agent’s) exercise of remedies in connection with any such pledge or hypothecation shall be permitted under this Agreement with no further action or approval required hereunder. Notwithstanding anything contained herein to the contrary, upon a default under the financing giving rise to any pledge or hypothecation of [Units/Partnership Interests], the lender (or agent) shall have the right, as set forth in the applicable pledge or hypothecation agreement, and without further approval of any [Member/Partner] and without becoming a [Member/Partner], to exercise the membership/partnership voting rights of the [Member/Partner] granting such pledge or hypothecation. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall become a [Member/Partner] under this Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the [Company/Partnership], and shall be bound by all of the obligations, of a [Member/Partner] under this Agreement without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, the pledging [Member/Partner] shall cease to be a [Member/Partner] and shall have no further rights or powers under this Agreement. The execution and delivery of this Agreement by a [Member/Partner] shall constitute any necessary approval of such [Member/Partner] under the Act to the foregoing provisions of this Section _____. This Section _____ may not be amended or modified so long as any of the [Units/Partnership Interests] is subject to a pledge or hypothecation without the pledgee’s (or the Transferee of such pledgee’s) prior written consent. Each recipient of a pledge or

hypothecation of the [Units/Partnership Interests] shall be a third party beneficiary of the provisions of this Section ____.”

ARTICLE VI INTELLECTUAL PROPERTY COLLATERAL

Section 6.01 Intellectual Property License. For the purpose of enabling the Secured Parties, after a Forbearance Default, to exercise rights and remedies under ARTICLE VIII hereof at such time as the Secured Parties shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Grantor hereby grants to the Secured Parties, to the extent of such Grantor's rights and effective only after a Forbearance Default, an irrevocable, non-exclusive license, subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of such Trademarks, to use and sublicense any of the Intellectual Property Collateral then owned by or licensed to such Grantor. Such license shall include access to all devices, products and media in which any of the Intellectual Property Collateral is embodied, embedded, recorded or stored and to all computer programs used for the compilation or printout hereof.

Section 6.02 Dealing With Intellectual Property. On a continuing basis, each Grantor shall, at its sole cost and expense:

- (a) promptly following its becoming aware thereof, notify the Secured Parties of any adverse determination in any proceeding or the institution of any proceeding in any federal, state or local court or administrative body or in the United States Patent and Trademark Office or the United States Copyright Office regarding such Grantor's claim of ownership in or right to use any of the Intellectual Property Collateral, such Grantor's right to register such Intellectual Property Collateral or its right to keep and maintain such registration in full force and effect;
- (b) maintain and protect the Intellectual Property Collateral as presently used and operated and as contemplated by the Settlement Agreement;
- (c) not permit to lapse or become abandoned any Intellectual Property Collateral as presently used and operated and as contemplated by the Settlement Agreement, and not settle or compromise any pending or future litigation or administrative proceeding with respect to such Intellectual Property Collateral, in each case except as shall be consistent with commercially reasonable business judgment;
- (d) upon such Grantor obtaining knowledge thereof, promptly notify the Secured Parties in writing of any event which may be reasonably expected to materially and adversely affect the value or utility of any of the Intellectual Property Collateral or the rights and remedies of the Secured Parties in relation thereto including a levy or threat of levy or any legal process against the Intellectual Property Collateral or any portion thereof;
- (e) not license the Intellectual Property Collateral other than licenses entered into by such Grantor in, or incidental to, the ordinary course of business, or amend or permit the amendment of any of the licenses in a manner that adversely affects the right to receive payments thereunder, or in any manner that could

materially impair the value of the Intellectual Property Collateral or the Lien on and security interest in the Intellectual Property Collateral created therein hereby, without the consent of the Secured Parties;

(f) diligently keep adequate records respecting its Intellectual Property Collateral; and

(g) furnish to the Secured Parties from time to time upon the Secured Parties' reasonable request therefor reasonably detailed statements and amended schedules further identifying and describing the Intellectual Property Collateral and such other materials evidencing or reports pertaining to the Intellectual Property Collateral as the Secured Parties may from time to time reasonably request.

Section 6.03 Additional Intellectual Property. If any Grantor shall at any time after the date hereof (a) obtain any rights to any additional Intellectual Property Collateral or (b) become entitled to the benefit of any additional Intellectual Property Collateral or any registration, renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Intellectual Property Collateral, or any improvement on any Intellectual Property Collateral, the provisions hereof shall automatically apply thereto and any such item enumerated in clause (a) or (b) of this Section 6.03 with respect to such Grantor shall automatically constitute Intellectual Property Collateral as if such would have constituted Intellectual Property Collateral at the time of execution hereof and be subject to the Lien and security interest created by this Agreement without further action by any party. Each Grantor shall within thirty (30) days of the end of each fiscal quarter (i) provide to the Secured Parties written notice of any of the foregoing and (ii) confirm the attachment of the Lien and security interest created by this Agreement to any rights described in clauses (a) and (b) of the immediately preceding sentence of this Section 6.03 by execution of an instrument in form reasonably acceptable to the Secured Parties and the filing of any instruments or statements as shall be reasonably necessary to create, preserve, protect or perfect the Secured Parties' security interest in such Intellectual Property Collateral, including by execution and filing of the Trademark Security Agreement in accordance with Section 3.06.

Section 6.04 Intellectual Property Litigation. Unless there shall occur any Forbearance Default, each Grantor shall have the right to commence and prosecute in its own name, as the party in interest, for its own benefit and at the sole cost and expense of the Grantors, such applications for protection of the Intellectual Property Collateral and suits, proceedings or other actions to prevent the infringement, misappropriation, counterfeiting, unfair competition, dilution, diminution in value or other damage as are necessary to protect the Intellectual Property Collateral. Upon the occurrence of any Forbearance Default, the Secured Parties shall have the right but shall in no way be obligated to file applications for protection of the Intellectual Property Collateral and/or bring suit in the name of any Grantor, the Secured Parties to enforce the Intellectual Property Collateral and any license thereunder. In the event of such suit, each Grantor shall, at the reasonable request of the Secured Parties, do any and all commercially reasonable acts and execute any and all documents reasonably requested by the Secured Parties in aid of such enforcement and the Grantors shall promptly reimburse and indemnify the Secured Parties for all reasonable costs and expenses incurred by the Secured Parties in the exercise of its rights under this Section 6.04 in accordance with Section 9.08. In the event that the Secured Parties shall elect not to bring suit to enforce the Intellectual Property Collateral as permitted by this Section 6.04 and a Forbearance Default has occurred, each Grantor agrees, at the reasonable request of the Secured Parties, to take all

commercially reasonable actions necessary, whether by suit, proceeding or other action, to prevent the infringement, misappropriation, counterfeiting, unfair competition, dilution, diminution in value of or other damage to any of the Intellectual Property Collateral by others and for that purpose agrees to diligently maintain any suit, proceeding or other action against any Person so infringing necessary to prevent such infringement.

ARTICLE VII RECEIVABLES

Section 7.01 Dealing With Receivables. Each Grantor shall keep and maintain at its own cost and expense complete records of each Receivable, including records of all payments received, all credits granted thereon, all merchandise returned and all other documentation relating thereto. Each Grantor shall, at such Grantor's sole cost and expense, upon the Secured Parties' demand made at any time after the occurrence of any Forbearance Default, deliver copies of all tangible evidence of Receivables, including copies of all documents evidencing Receivables and any books and records relating thereto to the Secured Parties or to its representatives. Each Grantor shall legend, at the request of the Secured Parties and in form and manner satisfactory to the Secured Parties, the Receivables and the other books, records and documents of such Grantor evidencing or pertaining to the Receivables with an appropriate reference to the fact that the Receivables have been assigned to the Secured Parties and that the Secured Parties have a security interest therein.

Section 7.02 Modification of Receivables. Other than in the ordinary course of business consistent with its past practice, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

ARTICLE VIII REMEDIES

Section 8.01 Remedies.

(a) If any Forbearance Default shall have occurred, the Secured Parties may exercise, without any other notice to or demand upon any Grantor, in addition to the other rights and remedies provided for herein or in any other Loan Document or otherwise available to it, all the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Pledged Collateral) and also may:

(i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Secured Parties immediately, assemble the Pledged Collateral or any part thereof, as directed by the Secured Parties and make it available to the Secured Parties at a place and time to be designated by the Secured Parties;

(ii) without notice except as specified below, sell, resell, assign and deliver or grant a license to use or otherwise dispose of the Pledged Collateral

or any part thereof, in one or more parcels at public or private sale, at any of the Secured Parties' offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Secured Parties may deem commercially reasonable;

(iii) occupy any premises owned or leased by any of the Grantors where the Pledged Collateral or any part thereof is assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation; and

(iv) exercise any and all rights and remedies of any of the Grantors under or in connection with the Pledged Collateral, or otherwise in respect of the Pledged Collateral, including without limitation, (A) any and all rights of such Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, the Contracts, the Receivables, and the other Pledged Collateral, (B) withdraw, or cause or direct the withdrawal of, all funds with respect to the Deposit Accounts, (C) exercise all other rights and remedies with respect to the Receivables, and the other Pledged Collateral, including without limitation, those set forth in Section 9-607 of the UCC and (D) exercise any and all voting, consensual and other rights with respect to any Pledged Collateral.

(b) Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Secured Parties arising out of the exercise by it of any rights hereunder. Each Grantor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Pledged Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Pledged Collateral and any other security for the Secured Obligations or otherwise. The Secured Parties shall not be liable for failure to collect or realize upon any or all of the Pledged Collateral or for any delay in so doing nor shall it be under any obligation to take any action with regard thereto. The Secured Parties shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. The Secured Parties may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Secured Parties shall not be obligated to clean-up or otherwise prepare the Pledged Collateral for sale.

(c) If any Forbearance Default shall have occurred, all payments received by any Grantor in respect of the Pledged Collateral shall be received in trust for the benefit of the Secured Parties, shall be segregated from other funds of such Grantor and shall be forthwith paid over the Secured Parties in the same form as so received (with any necessary endorsement).

(d) If any Forbearance Default shall have occurred, the Secured Parties may, without notice to any Grantor except as required by law and at any time or from

time to time, charge, set off and otherwise apply all or part of the Secured Obligations against any funds deposited with it or held by it.

(e) If any Forbearance Default shall have occurred, upon the written demand of the Secured Parties, each Grantor shall execute and deliver to the Secured Parties an assignment or assignments of any or all of the Intellectual Property Collateral and such other documents and take such other actions as are necessary or appropriate to carry out the intent and purposes hereof. Within five (5) Business Days of written notice thereafter from the Secured Parties, each Grantor shall make available to the Secured Parties, to the extent within such Grantor's power and authority, such personnel in such Grantor's employ on the date of the Forbearance Default as the Secured Parties may reasonably designate to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold by such Grantor under the Intellectual Property Collateral, and such persons shall be available to perform their prior functions on the Secured Parties' behalf.

(f) If the Secured Parties shall determine to exercise its right to sell all or any of the Securities Collateral of any Grantor pursuant to this Section 8.01, each Grantor agrees that, upon request of the Secured Parties, such Grantor will, at its own expense:

(i) provide the Secured Parties with such information and projections as may be necessary or, in the opinion of the Secured Parties, advisable to enable the Secured Parties to effect the sale of such Securities Collateral;

(ii) cause any registration, qualification under or compliance with any Federal or state securities law or laws to be effected with respect to all or any part of the Securities Collateral as soon as practicable and at the sole cost and expense of the Grantors. Each Grantor will cause such registration to be effected (and be kept effective) and will cause such qualification and compliance to be effected (and be kept effective) as may be so requested and as would permit or facilitate the sale and distribution of such Securities Collateral including registration under the Securities Act (or any similar statute then in effect), appropriate qualifications under applicable blue sky or other state securities laws and appropriate compliance with all other requirements of any Governmental Authority; and

(iii) do or cause to be done all such other acts and things as may be necessary to make such sale of such Securities Collateral or any part thereof valid and binding and in compliance with applicable law.

(g) The Secured Parties are authorized, in connection with any sale of the Securities Collateral pursuant to this Section 8.01, to deliver or otherwise disclose to any prospective purchaser of the Securities Collateral: (i) any registration statement or prospectus, and all supplements and amendments thereto, prepared pursuant to Section 8.01(f); (ii) any information and projections provided to it pursuant to Section 8.01(f), and (iii) any other information in its possession relating to such Securities Collateral.

(h) Each Grantor acknowledges the impossibility of ascertaining the amount of damages that would be suffered by the Secured Parties and the Secured Parties by reason of the failure of such Grantor to perform any of the covenants contained in Section 8.01(f); and consequently, agrees that, if such Grantor shall fail to perform any of such covenants, it will pay, as liquidated damages and not as a penalty, an amount equal to the value of the Securities Collateral on the date the Secured Parties demands compliance with Section 8.01(f).

Section 8.02 No Waiver and Cumulative Remedies. The Secured Parties shall not by any act (except by a written instrument pursuant to Section 9.06), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Forbearance Default. No failure on the part of the Secured Parties to exercise, no course of dealing with respect to, and no delay on the part of the Secured Parties in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy; nor shall the Secured Parties be required to look first to, enforce or exhaust any other security, collateral or guaranties. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

Section 8.03 Application of Proceeds. Upon the exercise by the Secured Parties of its remedies hereunder, any proceeds received by the Secured Parties in respect of any realization upon any Pledged Collateral shall be applied, together with any other sums then held by the Secured Parties pursuant to this Agreement, in accordance with the Settlement Agreement and, if not specified therein, in the sole discretion of the Secured Parties. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Pledged Collateral are insufficient to pay the Secured Obligations and the fees and other charges of any attorneys employed by the Secured Parties to collect such deficiency.

ARTICLE IX MISCELLANEOUS

Section 9.01 Concerning Secured Parties.

(a) Appointment. The Secured Parties shall act in accordance with the terms of the Settlement Agreement. The Secured Parties may exercise or refrain from exercising any rights (including making demands and giving notices) and take or refrain from taking any action (including the release or substitution of the Pledged Collateral), in accordance with this Agreement and the Settlement Agreement. The Secured Parties may employ agents and attorneys-in-fact in connection herewith and shall not be liable for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith, but shall be liable for the gross negligence or willful misconduct of such agents and attorneys-in-fact. The Secured Parties may resign and a successor the Secured Parties may be appointed in the manner provided in the Settlement Agreement. On the acceptance of appointment as the successor the Secured Parties, that successor the Secured Parties shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring the Secured Parties under this Agreement, and the retiring the Secured Parties shall thereupon be discharged from its duties and obligations under this Agreement. After any retiring the Secured Parties' resignation, the provisions hereof shall inure to its

benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Secured Parties.

(b) **Duty of care.** the Secured Parties' sole duty with respect to the custody, safekeeping and physical preservation of the Pledged Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as the Secured Parties deals with its own property consisting of similar instruments or interests. The Secured Parties shall not have responsibility for (i) ascertaining or taking action whatsoever with regard to any Pledged Collateral (including matters relating to the Pledged Securities, whether or not the Secured Parties have or are deemed to have knowledge of such matters) or (ii) taking any necessary steps to preserve rights against any Person with respect to any Pledged Collateral.

(c) **Reliance.** The Secured Parties shall be entitled to rely upon any written notice, statement, certificate, order or other document or any telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper Person, and, with respect to all matters pertaining to this Agreement and its duties hereunder, upon advice of counsel selected by it.

(d) **Conflict.** If any item of Pledged Collateral also constitutes collateral granted to the Secured Parties under any other deed of trust, mortgage, security agreement, pledge or instrument of any type, in the event of any conflict between the provisions hereof and the provisions of such other document in respect of such collateral, the provisions of this Agreement shall control unless the other deed of trust, mortgage, security agreement, pledge or instrument expressly states otherwise.

Section 9.02 Performance By Secured Parties. If any Grantor shall fail to perform any covenants contained in this Agreement (including covenants to pay insurance, taxes and claims arising by operation of law in respect of the Pledged Collateral and to pay or perform any Grantor obligations under any Pledged Collateral) or if any representation or warranty on the part of any Grantor contained herein shall be breached, the Secured Parties may (but shall not be obligated to) after the occurrence of a Forbearance Default do the same or cause it to be done or remedy any such breach, and may make payments for such purpose; provided, however, that the Secured Parties shall in no event be bound to inquire into the validity of any tax, Lien, imposition or other obligation which such Grantor fails to pay or perform as and when required hereby and which such Grantor does not contest in accordance with the provisions of the Settlement Agreement. Any and all amounts so paid by the Secured Parties shall be reimbursed by the Grantors in accordance with the provisions of Section 9.08. Neither the provisions of this Section 9.02 nor any action taken by the Secured Parties pursuant to the provisions of this Section 9.02 shall prevent any such failure to observe any covenant contained in this Agreement nor any breach of representation or warranty from constituting a Forbearance Default.

Section 9.03 Power of Attorney. Each Grantor hereby appoints the Secured Parties as its attorney-in-fact, with full power and authority in the place and stead of such Grantor and in the name of such Grantor, or otherwise, from time to time after the occurrence of a Forbearance Default in the Secured Parties' discretion to take any action and to execute any instrument consistent with the terms of the Settlement Agreement and the other Loan Documents which the Secured Parties may deem necessary or advisable to accomplish the

purposes hereof (but the Secured Parties shall not be obligated to, nor have any liability to such Grantor or any third party for failure to so do or take action). The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term hereof. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

Section 9.04 Continuing Security Interest and Assignment. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (a) be binding upon the Grantors, their respective successors and assigns and (b) inure, together with the rights and remedies of the Secured Parties hereunder, to the benefit of the Secured Parties and each of their respective permitted successors, transferees and assigns and their respective officers, directors, employees, affiliates, agents, advisors and controlling Persons; provided that, no Grantor shall assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Secured Parties and any attempted assignment or transfer without such consent shall be null and void.

Section 9.05 Termination and Release.

(a) At such time as the Loans and the other Secured Obligations shall have been paid in full (other than contingent indemnification obligations in which no claim has been made or is reasonably foreseeable) and the Commitments have been terminated, and all Letters of Credit have been terminated or collateralized in accordance with the provisions of the Settlement Agreement, the Pledged Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Secured Parties and each Grantor hereunder shall terminate, all without delivery of any instrument or any further action by any party, and all rights to the Pledged Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Secured Parties shall deliver to such Grantor any Pledged Collateral held by the Secured Parties hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Pledged Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Settlement Agreement, then the Lien created pursuant to this Agreement in such Pledged Collateral shall be released, and the Secured Parties, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases and other documents necessary or advisable for the release of the Liens created hereby on such Pledged Collateral; provided that the Borrowers shall provide to the Secured Parties evidence of such transaction's compliance with the Settlement Agreement and the other Loan Documents as the Secured Parties shall reasonably request. At the request and sole expense of the Borrowers, a Grantor shall be released from its obligations hereunder in the event that all the Equity Interests of such Grantor are sold, transferred or otherwise disposed of in a transaction permitted by the Settlement Agreement; provided that the Borrowers shall have delivered to the Secured Parties, at least ten (10) Business Days (or such shorter period reasonably acceptable to the Secured Parties) prior to the date of the proposed release, a written request for release identifying the relevant Grantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection

therewith, together with a certification by the Borrowers stating that such transaction is in compliance with the Settlement Agreement and the other Loan Documents.

Section 9.06 Modification in Writing. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by any Grantor therefrom shall be effective, except by a written instrument signed by the Secured Parties in accordance with the terms of the Settlement Agreement. Any amendment, modification or supplement of any provision hereof, any waiver of any provision hereof and any consent to any departure by any Grantor from the terms of any provision hereof in each case shall be effective only in the specific instance and for the specific purpose for which made or given. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, terminated or waived with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

Section 9.07 Notices. Unless otherwise provided herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be given in the manner and become effective as set forth in the Settlement Agreement, and, as to any Grantor, addressed to it at the address of such Grantor set forth in Schedule 1 hereof and as to the Secured Parties, addressed to it at the address set forth in the Settlement Agreement, or in each case at such other address as shall be designated by such party in a written notice to the other party.

Section 9.08 Indemnity and Expenses.

(a) Each Grantor hereby agrees to indemnify and hold harmless the Secured Parties (and any sub-agent thereof), and each Related Party of the Secured Parties (each such Person being called an "**Indemnatee**") from any losses, damages, liabilities, claims and related expenses (including the fees and expenses of any counsel for any Indemnatee), and shall indemnify and hold harmless each Indemnatee from all fees, expenses and time charges for attorneys who are employees of any Indemnatee, incurred by any Indemnatee or asserted against any Indemnatee by any Person (including any Grantor) other than such Indemnatee and its Related Parties arising out of, in connection with or resulting from this Agreement (including, without limitation, enforcement of this Agreement) or any failure of any Secured Obligations to be the legal, valid, and binding obligations of any Borrowers enforceable against such Borrowers in accordance with their terms, whether brought by a third party or by such Grantor, and regardless of whether any Indemnatee is a party thereto; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses (i) resulted from the gross negligence or willful misconduct of such Indemnatee, (ii) result from a claim brought by any Grantor against an Indemnatee for breach in bad faith of such Indemnatee's obligations hereunder or under any other Loan Document, or (iii) result from a claim not involving an act or omission of any Borrowers or any of its/their subsidiaries and that is brought by an Indemnatee against another Indemnatee (other than against the Secured Parties).

(b) To the fullest extent permitted by applicable law, each Grantor hereby agrees not to assert, and hereby waives, any claim against any Indemnatee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed

to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any extension of credit or the use of proceeds thereof. No Indemnitee shall be liable for any damages arising from the use of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby by unintended recipients.

(c) Each Grantor agrees to pay or reimburse the Secured Parties for all its costs and expenses incurred in collecting against such Grantor its Secured Obligations or otherwise protecting, enforcing or preserving any rights or remedies under this Agreement and the other Loan Documents to which such Grantor is a party, including the fees and other charges of counsel to the Secured Parties.

(d) All amounts due under this Section 9.08 shall be payable promptly but not later than ten (10) days after demand therefor, shall constitute Secured Obligations and shall bear interest until paid at a rate per annum equal to the highest rate per annum at which interest would then be payable on any past due Loan under the Settlement Agreement.

(e) Without prejudice to the survival of any other agreement of any Grantor under this Agreement or any other Loan Documents, the agreements and obligations of each Grantor contained in this Section 9.08 shall survive termination of the Loan Documents and payment in full of the Obligations and all other amounts payable under this Agreement.

Section 9.09 Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 9.10 Severability of Provisions. Any provision hereof which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction.

Section 9.11 Counterparts; Integration; Effectiveness. This Agreement and any amendments, waivers, consents and/or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall constitute a single contract. This Agreement and the other Loan Documents, and any separate letter agreements with respect to fees payable to the Secured Parties, constitute the entire contract among the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto. Except as provided in Section 9 of the Settlement Agreement, this Agreement shall become effective when it shall have been executed by the Secured Parties and when the Secured Parties shall have received counterparts hereof signed by each of the other parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (e.g., ".pdf" or ".tif") format shall be effective as delivery of a

manually executed counterpart of this Agreement. The words "execution," "signed," "signature," and words of similar import in this Agreement shall be deemed to include electronic or digital signatures or electronic records, each of which shall be of the same effect, validity, and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. §§ 7001 to 7031), the Uniform Electronic Transactions Act (UETA), or any state law based on the UETA, including the New York Electronic Signatures and Records Act (N.Y. Tech. §§ 301 to 309).

Section 9.12 No Release. Nothing set forth in this Agreement or any other Loan Document, nor the exercise by the Secured Parties of any of the rights or remedies hereunder, shall relieve any Grantor from the performance of any term, covenant, condition or agreement on such Grantor's part to be performed or observed in respect of any of the Pledged Collateral or from any liability to any Person in respect of any of the Pledged Collateral or shall impose any obligation on the Secured Parties to perform or observe any such term, covenant, condition or agreement on such Grantor's part to be so performed or observed or shall impose any liability on the Secured Parties for any act or omission on the part of such Grantor relating thereto or for any breach of any representation or warranty on the part of such Grantor contained in this Agreement, the Settlement Agreement or the other Loan Documents, or in respect of the Pledged Collateral or made in connection herewith or therewith. Anything herein to the contrary notwithstanding, the Secured Parties shall not/neither the Secured Parties shall have any obligation or liability under any contracts, agreements and other documents included in the Pledged Collateral by reason of this Agreement, nor shall the Secured Parties be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Pledged Collateral. The obligations of each Grantor contained in this Section 9.12 shall survive the termination hereof and the discharge of such Grantor's other obligations under this Agreement, the Settlement Agreement and the other Loan Documents.

Section 9.13 Obligations Absolute. Each Grantor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Pledged Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. All obligations of each Grantor hereunder shall be absolute and unconditional irrespective of:

- (a) any illegality or lack of validity or enforceability of any Secured Obligation or any Loan Document or any related agreement or instrument;
- (b) any change in the time, place or manner of payment of, or in any other term of, the Secured Obligations or any other obligation of any Borrower(s) under any Loan Document, or any rescission, waiver, amendment or other modification of any Loan Document or any other agreement, including any increase in the Secured Obligations resulting from any extension of additional credit or otherwise;
- (c) any taking, exchange, substitution, release, impairment or non-perfection of any Pledged Collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for the Secured Obligations;

(d) any manner of sale, disposition or application of proceeds of any Pledged Collateral or any other collateral or other assets to all or part of the Secured Obligations;

(e) any default, failure or delay, willful or otherwise, in the performance of the Secured Obligations;

(f) any change, restructuring or termination of the corporate structure, ownership or existence of any Borrower(s) or any of its/their Subsidiaries or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrowers or its assets or any resulting release or discharge of any Secured Obligations;

(g) any failure of the Secured Parties to disclose to any Borrower(s) any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any Borrower(s) now or hereafter known to such Secured Parties; each Grantor waiving any duty of the Secured Parties to disclose such information;

(h) the failure of any other Person to execute or deliver this Agreement, any Joinder Agreement or any other agreement or the release or reduction of liability of any Grantor or other grantor or surety with respect to the Secured Obligations;

(i) the failure of the Secured Parties to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Loan Document or otherwise;

(j) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Borrowers against the Secured Parties; or

(k) any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loans or any existence of or reliance on any representation by the Secured Parties that might vary the risk of any Grantor or otherwise operate as a defense available to, or a legal or equitable discharge of, any Borrower(s) or any other guarantor or surety.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.


[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

[First Signature Page to Security Agreement]

GRANTORS:


EZ FESTIVALS LLC

By: AGDP Holding Inc.
Its Sole Member

By: 
Name: Juergen Bildstein
Title: CEO


MADE EVENT LLC

By: AGDP Holding Inc.
Its Sole Member

By: 
Name: Juergen Bildstein
Title: CEO


AVANT GARDNER, LLC

By: AGDP Holding Inc.
Its Sole Member

By: 
Name: Juergen Bildstein
Title: CEO

REYNARD PRODUCTIONS, LLC

By: AGDP Holding Inc.
Its Sole Member

By: 
Name: Juergen Bildstein
Title: CEO

AGDP HOLDING INC.

By: 
Name: Juergen Bildstein
Title: CEO

[Second Signature Page to Security Agreement]

SECURED PARTIES:

NYC FESTIVALS, LLC

By: Charles C. Ciongoli II
Name: Charles C. Ciongoli II
Title: Chief Financial Officer, Secretary

NYC CLUB EVENT, LLC

By: Charles C. Ciongoli II
Name: Charles C. Ciongoli II
Title: Chief Financial Officer, Secretary

SFXE IP LLC

By: Charles C. Ciongoli II
Name: Charles C. Ciongoli II
Title: Chief Financial Officer, Secretary

LIFESTYLE HOLDINGS, INC.

By: Charles C. Ciongoli II
Name: Charles C. Ciongoli II
Title: Executive Vice President, Chief Financial Officer, Secretary

SCHEDULE 1

NOTICE ADDRESSES OF THE PARTIES

EZ Festivals LLC,
Made Event LLC,
Avant Gardner, LLC,
Reynard Productions, LLC, and
AGDP Holding Inc.

100 Bogart Street
Brooklyn, NY 11206
Attention: Jürgen Bildstein
E-Mail: billy@avant-gardner.com
Telephone: 347-873-4489

With a copy to (which shall not constitute notice):

Greenspoon Marder LLP
590 Madison Avenue
New York, NY 10022
Attention: Robert P. Wessely, Esq.
E-Mail: robert.wessely@gmlaw.com
Telephone: 860-567-0942

NYC Festivals, LLC,
NYC Club Event, LLC,
SFXE IP LLC, and
LiveStyle Holdings, Inc.

9171 Wilshire Boulevard, Suite 500
Beverly Hills, CA 90210
Attention: Charles C. Ciongoli II
E-Mail: cciongoli@lifestyle.com
Telephone: 310-860-2828

With copy to (which shall not constitute notice):

Mattice Legal, LLC
6790 Main Street, Suite 140
Buffalo, NY 14221
Attention: Trevor L. Mattice, Esq.
E-Mail: mattice@matticelegal.com
Telephone: 716-371-4388

SCHEDULE 2

FILINGS AND OTHER ACTIONS REQUIRED TO PERFECT SECURITY INTERESTS

1. Uniform Commercial Code Filings

New York Secretary of State
Delaware Secretary of State

2. Trademark Filings

Trademark Security Agreement

3. Actions with respect to Investment Property

None

4. Other Actions

None

SCHEDULE 3

EXACT LEGAL NAME, LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE OFFICE; LOCATION OF INVENTORY & EQUIPMENT

<u>Exact Legal Name</u>	<u>Jurisdiction of Organization</u>	<u>Organizational I.D.</u>	<u>Chief Executive Office or Sole Place of Business</u>
Avant Gardner, LLC	New York	4940387	NY
EZ Festivals LLC	Delaware	6744580	NY
Made Event LLC	Delaware	6744583	NY
AGDP Holding Inc.	New York	4940402	NY
Reynard Productions, LLC	New York	4824857	NY

EXHIBIT A

TRADEMARK SECURITY AGREEMENT

[Attached Hereto]

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of November 16, 2023 (as may be amended and restated, supplemented, and/or otherwise modified from time to time, this “Agreement”), is made by and between AGDP Holding Inc., a New York corporation, Avant Gardner, LLC, a New York limited liability company, Reynard Productions, LLC, a New York limited liability company, EZ Festivals LLC (f/k/a EZ Acquisition LLC), a Delaware limited liability company, and Made Event LLC (f/k/a M Event Acquisition LLC), a Delaware limited liability company (collectively, “Grantor”), and LiveStyle Holdings, Inc., a Delaware corporation, NYC Festivals, LLC (f/k/a EZ Festivals, LLC), a New York limited liability company, NYC Club Event, LLC (f/k/a Made Event, LLC), a Massachusetts limited liability company, and SFXE IP LLC, a Delaware limited liability company (collectively, “Secured Party”). The Grantor and Secured Party may be hereafter individually referred to as a Party and collectively as the Parties.

BACKGROUND

Grantor and Secured Party have entered into a Settlement Agreement dated November 16, 2023 (the “Settlement Agreement”).

Secured Party is making certain financial accommodations available to Grantor pursuant to the terms and conditions of the Settlement Agreement. Secured Party is willing to forbear on enforcing Grantor’s Obligations pursuant to the terms of the Settlement Agreement and make the New Loan to Grantor, as provided for in the Settlement Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party this Agreement. Grantor is willing to enter into this Agreement in order to induce Secured Party to forbear from enforcing Grantor’s Obligations and to extend the New Loan to Grantor.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided for such terms in the Settlement Agreement.

2. **Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure the prompt payment and performance of all of the Obligations of Grantor to Secured Party pursuant to the Settlement Agreement, Grantor hereby grants to Secured Party a security interest in

Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States registrations and applications for trademarks, service marks, certification marks, collective marks, trade dress, slogans, logos, Internet domain names, product configurations, trade names, business names, corporate names, and other source identifiers, whether or not registered, whether statutory or under common law, whether currently in use or not, including, without limitation, all common law rights and registrations and applications for registration thereof, and all other marks registered in the United States Patent and Trademark Office or in any office or agency of any State or Territory of the United States (but excluding any United States intent-to-use trademark application prior to the filing and acceptance of a statement of use or an amendment to allege use in connection therewith to the extent that (i) a valid security interest may not be taken in such an intent-to-use trademark application under applicable law, or (ii) the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable law), and all rights therein provided by international treaties or conventions or other applicable laws, with respect to the use of any of the foregoing, all reissues, extensions, continuations and renewals and amendments of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, including, without limitation, each trade name, registered trademark, trademark application, registered service mark and service mark application listed on Schedule A attached hereto (as such Schedule A may be supplemented from time to time) (collectively, the "Trademarks");

(b) all trademark licenses, including each trademark license referred to in Schedule B attached hereto (collectively, the "Trademark Licenses");

(c) any and all payments, damages, claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages or obtain other legal or equitable relief, as well as all other accrued and unaccrued causes of action (whether in contract, tort, or otherwise) or rights to claim, sue or collect damages for, or enjoin or obtain other legal and equitable relief for, misuse, dilution, violation, unfair competition, or other impairment (whether past, present, or future) thereof, including expired terms;

(d) all goodwill, client lists, customer lists, and other general intangibles with respect to the foregoing;

(e) all reissues, continuations or extensions of the foregoing; and

(f) all products and proceeds of, and rights associated with, all of the foregoing, whether now or hereafter due and/or payable, including all income, fees, license royalties and proceeds of infringement suits, and supporting obligations relating to, any and all of the foregoing.

3. Settlement Agreement. The security interests and rights granted to Secured Party hereby have been granted as a supplement to, and not in limitation of, the security interests granted to Secured Party for its benefit under the Loan Documents. The security interests granted pursuant to this Agreement are granted in conjunction with the Settlement Agreement. In the event that any provision of this Agreement is deemed to conflict with the provisions of the Settlement Agreement, the provisions of the Settlement Agreement shall govern.

4. Perfection; Further Assurances; Power of Attorney.

(a) Grantor acknowledges and agrees that this Agreement has been executed and delivered by Grantor for the purpose of registering the security interests of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. Grantor also authorizes the Secured Party to file UCC financing statements for any collateral in such filing offices as Secured Party reasonably deems advisable to perfect or protect the security interests. Grantor hereby ratifies and confirms Secured Party's authorization to file any such UCC financing statements before the effective date of this Agreement. Grantor further agrees that it will execute and deliver to Secured Party such security agreements, assignments, and other documents and instruments as Secured Party may at any time or from time to time reasonably request that are required to perfect or protect the security interests granted to Secured Party hereby. Grantor shall also cooperate with Secured Party in obtaining appropriate waivers or subordinations of interests from such third parties in any Trademark Collateral as may be required by Secured Party in its sole but reasonable discretion.

(b) Grantor hereby appoints Secured Party as its attorney-in-fact, with full power of substitution, without notice to or assent by Grantor, in its own name or in Grantor's name to:

(1) execute, deliver, and file with the appropriate filing office, any notices of lien, financing statements, assignments, and any other documents, notices, and agreements that Secured Party reasonably deems appropriate in connection with the perfection, protection, priority, continuation, or enforcement of Secured Party's security interests in the Trademark Collateral;

(2) take any actions required of Grantor under this Agreement that Grantor fails to or is unable to take in a timely manner; and

(3) upon occurrence of an Event of Default as defined herein, take any actions that Secured Party deems appropriate to protect, preserve, or realize upon the Trademark Collateral or accomplish the purposes of this Agreement, and in connection with a disposition of any Trademark Collateral to assign or transfer title to such Trademark Collateral to itself or any third party purchaser, and to file with the appropriate filing office any documents necessary or advisable to implement, effectuate, or reflect the disposition.

The powers granted to Secured Party herein, being coupled with an interest, are irrevocable until all Obligations have been paid in full, and Grantor approves and ratifies all acts of the attorney-in-fact. In acting in accordance with the terms of this Agreement, Secured Party shall not be liable for any act or omission, error in judgment or mistake of law except for Secured Party's gross negligence or willful misconduct. Grantor agrees to pay the costs of the continuation of Secured Party's security interests and releases or assignments of Secured Party's interests granted herein.

5. Acknowledgement of Prior Lien. All rights granted herein are subject to the prior lien granted to Alter Domus (US) LLC as collateral agent and recorded with the United States Patent and Trademark Office on March 8, 2021 at Reel 7214, Frame 0644 and December 19, 2022 at Reel 7924, Frame 0824 and Reel 7931, Frame 0250 (hereafter "Permitted Lien").

6. Representations and Warranties; Covenants. Grantor represents, warrants and covenants to Secured Party, and shall be deemed to continually do so, as long as this Agreement shall remain in force, that:

(a) Grantor has good and marketable title to the Trademark Collateral as sole owner thereof. There are no existing liens on or other security interests in or to any Trademark Collateral, except for the Permitted Lien and the liens and security interests in favor of Secured Party. None of the Trademark Collateral is subject to any prohibition against encumbering, pledging, hypothecating or assigning the same or requires notice or consent in connection therewith;

(b) The protection of Grantor's rights in the Trademarks under United States trademark law has not expired, and there has been no finding or adjudication that the Trademarks are in the public domain;

(c) Neither Grantor's execution nor delivery of this Agreement constitutes a breach of, or a default under, any agreement, undertaking or instrument to which Grantor is a party or by which it or any of the Trademark Collateral may be affected, or would result in the imposition of any lien or other encumbrance on any Trademark Collateral;

(d) Grantor shall continually take such steps as are necessary and prudent to protect the interests of Secured Party in the Trademark Collateral granted hereunder including, but not limited to, the following:

(1) Grantor will maintain books and records relating to the Trademark Collateral satisfactory to Secured Party and allow Secured Party or its representatives access to such records and the Trademark Collateral at all reasonable times for the purpose of examining, inspecting, verifying, copying, extracting and other reasonable purposes as Secured Party may reasonably require.

(2) Grantor will execute and deliver to Secured Party such other and further documentation necessary to evidence, effectuate or perfect Secured Party's security interests in and to the Trademark Collateral.

(3) Grantor will keep the Trademark Collateral free of all liens, encumbrances, mortgages or security interests in, on or to any of the Trademark Collateral, or in, to or on rights thereto, except for the Permitted Lien and the security interests of Secured Party pursuant to the terms hereof, and defend the Trademark Collateral against all claims and demands of third parties at any time claiming the same or any interest therein, including, without limitation: (A) promptly notifying Secured Party and providing reasonable details of any infringement, dilution, misappropriation or other violation of the Trademark Collateral; (B) diligently enforcing and defending the Trademark Collateral in a commercially reasonable manner, including suing for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, and filing for opposition, interference, or cancellation against conflicting rights of any third party; (C) diligently prosecuting to allowance or final refusal any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement; and (D) taking reasonable and necessary action to preserve and maintain the Trademark Collateral, and its rights therein, including paying maintenance fees and filing applications for renewal, affidavits or declarations of use, and affidavits of incontestability, with the exception of any mark(s) included in the Trademark Collateral of which the Grantor may have permanently discontinued use for commercial reasons in the ordinary course of business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor.

(4) Grantor will not directly or indirectly (A) sell, transfer, hypothecate or otherwise dispose of the Trademark Collateral or any interest therein, in bulk or otherwise, or (B) grant any person an option to acquire any right, title or interest in or to all or any portion of the Trademark Collateral, or (C) grant any rights in or to the Trademark Collateral, other than (i) rights to use the Trademark Collateral pursuant to the licenses and agreements described in

Schedule B attached hereto, (ii) licenses granted to third-parties in the normal course of business and as otherwise permitted under the Settlement Agreement, and (iii) the security interests in the Trademark Collateral granted to Secured Party pursuant to the terms hereof.

(5) Grantor shall give Secured Party prompt notice in writing of any (A) additional registered or applied-for trademarks after the date hereof, and (B) licenses granted to third-parties in the normal course of business or as otherwise permitted under the Settlement Agreement, provided that such notice shall not be required to be given more than once every quarter. Grantor shall cooperate with the Secured Party to modify this Agreement by amending Schedule A or Schedule B to include any future registered or applied-for trademarks of Grantor or licenses within thirty (30) days after request by the Secured Party, as same may be extended by the Secured Party in writing from time to time. Any failure by Grantor to cooperate with Secured Party and execute an amendment or amended schedule to this Agreement shall be an Event of Default hereunder. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A or Schedule B shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A or Schedule B.

(6) Grantor will comply in all material respects with United States laws and regulations applicable to any Trademark Collateral.

(7) Grantor promptly will notify Secured Party, providing reasonable details, of the institution of any proceeding before a governmental authority regarding the validity or enforceability of Grantor's right to register, own, or use any Trademark Collateral, and any adverse determination on the merits in any such proceeding, and shall take reasonable steps to defend its rights in the Trademark Collateral in such proceedings and other interference, reexamination, opposition, cancellation, infringement, dilution, misappropriation, and other proceedings.

(8) Grantor will maintain the standards of quality of all products manufactured, distributed, and sold, and in the performance of services provided, in connection with Trademark Collateral at a level at least as high as on the date of this Agreement. Grantor will take all action necessary to ensure that any licensee of its Trademarks adheres to these standards of quality for goods and services provided by the licensee using the licensed Trademark.

7. **Events of Default.** Any of the following events or occurrences shall constitute an "**Event of Default**" under this Agreement:

- (a) the occurrence of any Forbearance Default;

(b) the failure of Grantor to perform or comply with any provision of this Agreement; or

(c) the occurrence of a material adverse change in the condition, marketability or value of the Trademark Collateral, unless such change is caused by an event for which insurance coverage is in effect and the proceeds of such insurance are paid to Secured Party.

8. Preservation of Trademark Collateral. Grantor agrees that Secured Party shall not have any obligation to preserve rights to any Trademark Collateral against prior parties or to marshal any Trademark Collateral of any kind for the benefit of any other creditor of Grantor or any other Person. Upon the occurrence of an Event of Default, Grantor hereby grants to Secured Party an irrevocable worldwide license or other right to use, without charge, Grantor's labels, trademarks, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature, as it pertains to the Trademark Collateral, in advertising for sale, lease or license of and selling, leasing or licensing of any Trademark Collateral and Grantor's rights under all licenses and any franchise, sales or distribution agreements shall inure to Secured Party's benefit for such purposes.

9. Rights and Remedies on Default.

(a) Upon the occurrence of any Event of Default, Secured Party shall have, in addition to all other rights and remedies of Secured Party under this Agreement (1) all rights and remedies with respect to the Trademark Collateral granted to Secured Party under the Settlement Agreement, and (2) all rights and remedies of Secured Party with respect to the Trademark Collateral available under applicable law.

(b) Upon the occurrence of any Event of Default, Secured Party may, without demand, advertising or notice, all of which Grantor hereby waives (except as the same may be required by law), sell, lease, license, dispose of, deliver and grant options to a third party to purchase, lease, license or otherwise dispose of any and all Trademark Collateral at any time or times in one or more public or private sales or other dispositions, for cash, on credit or otherwise, at such prices and upon such terms as are commercially reasonable (within the meaning of the New York Uniform Commercial Code). All requirements of reasonable notice that may be applicable under this section shall be met if such notice is mailed, postage prepaid, to Grantor at its address set forth in the Notice provision herein or such other address as Grantor may have provided to Secured Party at least ten (10) days before the time of such sale or disposition. Secured Party may, if it deems it reasonable, postpone or adjourn any sale of any Trademark Collateral from time to time by an announcement at the time and place of the sale to be so postponed or adjourned without being required to give a new notice of sale; provided, however, that Secured Party shall provide Grantor with written notice of the time and place of such

postponed or adjourned sale. Secured Party may be the purchaser at any such public or private sale, and payment may be made, in whole or in part, in respect of such purchase price by the application of Obligations due from Grantor to Secured Party. Grantor shall be obligated for, and the proceeds of sale shall be applied first to, the costs of retaking, refurbishing, storing, guarding, insuring, preparing for sale, and selling the Trademark Collateral, including the fees and disbursements of attorneys, auctioneers, appraisers, consultants and accountants employed by Secured Party in its discretion. Proceeds from the sale or other disposition of Trademark Collateral shall be applied to the payment, in whatever order Secured Party may elect, of all Grantor's Obligations to Secured Party. Secured Party shall return any excess to Grantor. Upon request of Secured Party, following the occurrence of any Event of Default, Grantor will assemble and make the Trademark Collateral available to Secured Party, at a reasonable place and time designated by Secured Party. Secured Party's failure to take possession of any Trademark Collateral shall not constitute an abandonment of such Trademark Collateral unless specifically acknowledged by Secured Party in an Authenticated Record (as defined in the New York Uniform Commercial Code) delivered to Grantor by Secured Party.

(c) Secured Party shall not be responsible to Grantor for loss or damage resulting from Secured Party's failure to enforce or collect any Trademark Collateral or any monies due or to become due under any liability of Grantor to Secured Party.

(d) After an Event of Default, Grantor (1) will make no change in any Trademark Collateral, and (2) shall receive as the sole property of Secured Party and hold in trust for Secured Party all monies, checks, notes, drafts, and other property representing the proceeds of any Trademark Collateral including but not limited to, all royalty and other amounts paid in connection with any lease or license of the Trademark Collateral by Grantor to any third party.

(e) After an Event of Default, Secured Party may, but shall be under no obligation to: (1) notify any party that the Trademark Collateral, or any part thereof, has been assigned to Secured Party; (2) take control of any cash or non-cash proceeds of any item of the Trademark Collateral; (3) compromise, extend or renew any Trademark Collateral, or any document or instrument relating thereto, or deal with the same as it may deem advisable; and (4) make exchanges, substitutions or surrender of items comprising the Trademark Collateral.

10. Expense of Collection and Sale, Lease or License. Grantor agrees to pay all costs and expenses incurred by Secured Party in connection with the negotiation and preparation of this Agreement or any other document or instrument executed in connection herewith, in determining its rights under and enforcing the security interests created by this Agreement, including, without limitation, costs and expenses relating to taking, holding, insuring, preparing for sale, lease, license or other disposition, appraising, selling, leasing, licensing or otherwise realizing on the Trademark Collateral, and reasonable attorneys' fees and expenses in connection with any of the foregoing. All such reasonable costs and

expenses shall be payable on demand, and shall bear interest at the highest rate charged on any obligation, payable on demand, from the date of Secured Party's payment of such costs and expenses until payment in full is made by Grantor, at the default rate of interest described in the Settlement Agreement.

11. Compliance with Other Laws. Secured Party may comply with the requirements of any applicable law in connection with a sale, lease, license or other disposition of the Trademark Collateral, and Grantor hereby acknowledges and agrees that Secured Party's compliance therewith will not be considered to adversely affect the commercial reasonableness of any sale of the Trademark Collateral.

12. Warranties on Disposition. Upon the occurrence of an Event of Default, Secured Party may sell, lease, license or otherwise dispose of the Trademark Collateral without giving any warranties. Secured Party may specifically disclaim any warranties of title or the like. Grantor hereby acknowledges and agrees this procedure will not be considered to adversely affect the commercial reasonableness of any sale, lease or license of the Trademark Collateral.

13. Waiver of Rights by Grantor. Except as may be otherwise specifically provided herein, Grantor waives, to the extent permitted by law, any bonds, security or sureties required by any statute, rule or otherwise by law as an incident to any taking of possession by Secured Party of any Trademark Collateral. Grantor authorizes Secured Party, upon an Event of Default, to enter upon any premises owned by or leased to Grantor where the Trademark Collateral is kept, without obligation to pay rent or for use and occupancy, through self-help, without judicial process and without having first given notice to Grantor or obtained an order of any court, and peacefully retake possession thereof by securing at or removing same from such premises.

14. Release of Security Interests. Upon final and indefeasible payment in cash and performance of all Obligations including repayment of the New Loan pursuant to the Settlement Agreement, in full, the Trademark Collateral shall be released from the liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of Secured Party and Grantor hereunder shall terminate, all without delivery of any instrument or any further action by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of Grantor following such termination, Secured Party shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release Secured Party's liens on and security interests in and to the Trademark Collateral that have been granted to Secured Party hereunder.

15. Limited Obligations. Secured Party shall not be liable for any diminution in value of the Trademark Collateral, and will not be obligated to collect any amounts due, redeem or realize on, or make any presentments, demands, or notices of protest in connection with, any Trademark Collateral; take any steps necessary to preserve rights in

any instrument, contract, license, or lease against third parties or to preserve rights against prior parties; or take any other action to maintain, preserve, protect, or enforce any rights in the Trademark Collateral, or remove any liens or take any actions for the perfection, enforcement, collection, or protection of Trademark Collateral, except to the extent that such obligations may not be waived or varied under § 9-602 of the New York Uniform Commercial Code.

16. General Provisions.

(a) Indemnity. Grantor will defend and indemnify Secured Party and its officers, employees, and agents against all losses, obligations, demands, claims, and liabilities (“**Claims**”) asserted by a third party in connection with the transactions contemplated by this Agreement, as well as all costs and expenses (including reasonable attorneys’ fees and fees of professionals) paid or incurred by Secured Party in connection with any Claims; provided that such indemnity shall not be available to the extent that such Claims resulted from the gross negligence or willful misconduct of Secured Party or its officers or employees.

(b) Waivers. Grantor expressly waives notice of nonpayment, demand, presentment, protest or notice of protest in relation to the Settlement Agreement or the Trademark Collateral. No delay or omission of Secured Party in exercising or enforcing any of its rights, powers, privileges, options or remedies under this Agreement shall constitute a waiver thereof, and no waiver by Secured Party of any default by Grantor shall operate as a waiver of any other default.

(c) Remedies Not Exclusive. All rights and remedies of Secured Party under this Agreement shall be cumulative and not alternative or exclusive, irrespective of any other collateral guaranty, right or remedy and may be exercised by Secured Party at such time or times and in such order as Secured Party, in its sole and absolute discretion, may determine, and are for the sole benefit of Secured Party. The exercise or failure to exercise by Secured Party of such rights and remedies shall not result in liability to Grantor or others except in the event of gross negligence or willful misconduct by Secured Party, and in no event shall Secured Party be liable for more than it actually receives as a result of the exercise or failure to exercise such rights and remedies.

(d) Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns

of the parties; provided however, that Grantor may not assign or transfer its interests or rights hereunder without Secured Party's prior written consent. Secured Party reserves the right to sell, assign, securitize, transfer, negotiate or grant participations in all or any part of, or any interest in, the Trademark Collateral on such terms as are acceptable to Secured Party in its sole and absolute discretion. In connection therewith, Secured Party may disclose all documents and information which Secured Party now has or may hereafter acquire relating to Grantor or its business, or any collateral required hereunder.

(f) Notices. Any notice or other communication required or permitted to be given under this Agreement shall be given as follows: if to the Secured Party, then via e-mail to cciongoli@lifestyle.com (with copy to mattice@matticelegal.com); if to the Grantor, then via e-mail to francis@avant-gardner.com (with copy to faisal@avant-gardner.com).

(g) Strict Performance. The failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Secured Party thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Secured Party of any Event of Default by Grantor under this Agreement shall not suspend, waive or affect any other Event of Default under this Agreement, whether the same is prior or subsequent thereto and whether of the same or a different type.

(h) Construction of Agreement. The parties hereto agree that the terms and language of this Agreement were the result of negotiations between the parties, and, as a result, there shall be no prescription that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided mutually without regard to events of authorship or negotiation.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to the conflicts of law or choice of law principles thereof.

(j) Consent to Jurisdiction. Grantor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the state courts of New York County, New York and the United States District Court of the Southern District of New York and waive any objection based on venue or *forum non conveniens* with respect to any action instituted therein arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Grantor or its property in the courts of any other jurisdiction which Secured Party deems necessary or

appropriate in order to realize on the Trademark Collateral or to otherwise enforce its rights against Grantor or its property).

(k) Service of Process. Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address in accordance with the notice provisions hereof, and service so made shall be deemed to be completed three (3) days after the same shall have been so deposited in the U.S. mail, or, at Secured Party's option, by service upon Grantor in any other manner provided under the rules of any such courts.

(l) WAIVER OF JURY TRIAL. GRANTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. GRANTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY THE COURT WITHOUT A TRIAL BY JURY AND THAT GRANTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(m) Miscellaneous. Secured Party shall not have any liability to Grantor (whether in tort, contract, equity or otherwise) for losses suffered by Grantor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in its sole discretion and with the exercise of ordinary care in the performance by it of the terms of this Agreement. In no event shall Secured Party or any of its Affiliates or any of their respective officers, directors, employees or agents be liable on any theory of liability for any special, indirect, consequential, exemplary or punitive damages (including any loss of profits, business or anticipated savings). Grantor hereby waives, releases and agrees not to sue upon any such claim for any special, indirect, consequential, exemplary, or punitive damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(n) Headings. The headings preceding the text of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

(o) Execution in Counterparts. This Agreement may be executed in separate counterparts, all of which shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or e-mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or e-mail also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(p) Exhibits. All of the Exhibits to this Agreement are hereby incorporated by reference herein and made a part hereof.

(q) Entire Agreement; Amendments. This Agreement, any supplements hereto, and any instruments or documents delivered or to be delivered in connection herewith represents the entire agreement and understanding concerning the subject matter hereof between the parties hereto, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, term sheets, offers and contracts concerning the subject matter hereof, whether oral or written. In the event of any inconsistency between the terms of this Agreement and any schedule or exhibit hereto, the terms of this Agreement shall govern.

(r) Oral Agreements Ineffective. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND THE SAME MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

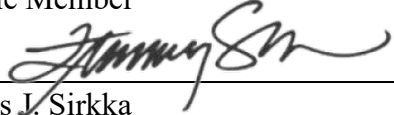
(The remainder of this page is intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Agreement to be duly executed and delivered by its officer duly authorized as of the day and year first above written.

GRANTOR:


EZ FESTIVALS LLC

By: AGDP Holding Inc.
Its Sole Member

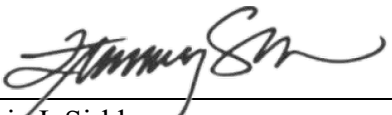
By: 
Name: Francis J. Sirkka
Title: Vice President

MADE EVENT LLC

By: AGDP Holding Inc.
Its Sole Member

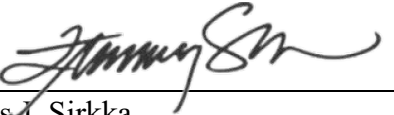
By: 
Name: Francis J. Sirkka
Title: Vice President

AGDP HOLDING INC.

By: 
Name: Francis J. Sirkka
Title: Vice President

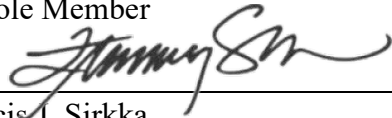
AVANT GARDNER, LLC

By: AGDP Holding Inc.
Its Sole Member

By: 
Name: Francis J. Sirkka
Title: Vice President

REYNARD PRODUCTIONS, LLC

By: AGDP Holding Inc.
Its Sole Member

By: 
Name: Francis J. Sirkka
Title: Vice President

SECURED PARTY:

NYC FESTIVALS, LLC

By: _____
Name: Charles C. Ciongoli II
Title: Chief Financial Officer, Secretary

NYC CLUB EVENT, LLC

By: _____
Name: Charles C. Ciongoli II
Title: Chief Financial Officer, Secretary

SFXE IP LLC

By: _____
Name: Charles C. Ciongoli II
Title: Chief Financial Officer, Secretary

REYNARD PRODUCTIONS, LLC

By: AGDP Holding Inc.
Its Sole Member

By: _____
Name: Francis J. Sirkka
Title: Vice President

SECURED PARTY:

NYC FESTIVALS, LLC

By: Charles C. Ciongoli II
Name: Charles C. Ciongoli II
Title: Chief Financial Officer, Secretary

NYC CLUB EVENT, LLC

By: Charles C. Ciongoli II
Name: Charles C. Ciongoli II
Title: Chief Financial Officer, Secretary

SFXE IP LLC




By: Charles C. Ciongoli II
Name: Charles C. Ciongoli II
Title: Chief Financial Officer, Secretary

LIFESTYLE HOLDINGS, INC.

By: *Charles C. Ciongoli II*
Name: Charles C. Ciongoli II
Title: Executive Vice President, Chief
Financial Officer, Secretary

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS
(See Attached)**

IP Office	Literal Element	Next Entry Action	Next Entry Date	Image	Status	Application Number	Registration Number	Class. Numbers	Current Owner	Renewal status
Albania (GDIP)	ELECTRIC ZOO	Deadline to renew in the Grace Period	01/10/2024		Registered	1170388	1170388		EZ Festivals LLC	Not Renewed
Argentina (INPI)	ELECTRIC ZOO	Deadline to renew	11/10/2024		Registered	3287756	3287756	35	EZ Festivals LLC	
Argentina (INPI)	ELECTRIC ZOO	Deadline to renew	11/10/2024		Registered	3287754	3287754	41	EZ Festivals LLC	
Argentina (INPI)	ELECTRIC ZOO	Deadline to renew	11/28/2024		Registered	3287758	3287758	25	EZ Festivals LLC	
Armenia (AIPA)	ELECTRIC ZOO	Deadline to renew in the Grace Period	01/10/2024		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Not Renewed.
Australia (IPA)	ELECTRIC ZOO	File maintenance documents	07/10/2033		Registered	1573473	1170388	25, 35, 41	EZ Festivals LLC	Renewed.
Azerbaijan (AZIPO)	ELECTRIC ZOO	Deadline to renew in the Grace Period	01/10/2024		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Not Renewed
Bahrain (MOIC)	ELECTRIC ZOO	Deadline to renew in the Grace Period	01/10/2024		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Not Renewed
Belarus (NCIP)	ELECTRIC ZOO	Deadline to renew in the Grace Period	01/10/2024		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Not Renewed
Bolivia (SENAPI)	ELECTRIC ZOO	Deadline to renew	10/09/2024		Registered	61582013	61582013	25	EZ Festivals LLC	
Bolivia (SENAPI)	ELECTRIC ZOO	Deadline to renew	10/09/2024		Registered	61602013	61602013	35	EZ Festivals LLC	
Bolivia (SENAPI)	ELECTRIC ZOO	Deadline to renew	10/09/2024		Registered	61592013	61592013	41	EZ Festivals LLC	
Bosnia (IPR)	ELECTRIC ZOO	Deadline to renew in the Grace Period	01/10/2024		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Not Renewed
Brazil (INPI)	EZOO	File maintenance documents	04/27/2031		Registered	914652621	914652621	25	EZ Festivals LLC	
Brazil (INPI)	ELECTRIC ZOO	Deadline to renew	08/30/2026		Registered	906967651	906967651	25	EZ Festivals LLC	
Brazil (INPI)	ELECTRIC ZOO	Deadline to renew	08/30/2026		Registered	906967902	906967902	41	EZ Festivals LLC	
Brazil (INPI)	ELECTRIC ZOO	Deadline to renew File maintenance documents	08/30/2026		Registered	906967821	906967821	35	EZ Festivals LLC	


IP Office	Literal Element	Next Entry Action	Next Entry Date	Image	Status	Application Number	Registration Number	Class. Numbers	Current Owner	Renewal status
Brazil (INPI)	Electric Zoo Brasil	Deadline to renew File maintenance documents	10/09/2028		Registered	912268301	912268301	41	EZ Festivals LLC	
Brazil (INPI)	Electric Zoo Brasil	Deadline to renew File maintenance documents	10/09/2028		Registered	912268255	912268255	35	EZ Festivals LLC	
Brazil (INPI)	Electric Zoo Brasil	Deadline to renew	10/09/2028		Registered	912268212	912268212	25	EZ Festivals LLC	
Chile (INAPI)	ELECTRIC ZOO	Deadline to renew File maintenance documents	10/07/2024		Registered	1081273	1131150	25	EZ Festivals LLC	
Chile (INAPI)	ELECTRIC ZOO	Deadline to renew	06/09/2025		Registered	1081272	1168625	35, 41	EZ Festivals LLC	
China (CNIPA)	ELECTRIC ZOO	File maintenance documents	07/09/2033		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Renewed
Colombia (SIC)	ELECTRIC ZOO	First Day to file application for renewal	12/19/2023		Registered	13258182	491036	25	EZ Festivals LLC	
Colombia (SIC)	ELECTRIC ZOO	Deadline to renew	06/19/2024		Registered	13258188	491037	35	EZ Festivals LLC	
Colombia (SIC)	ELECTRIC ZOO	Deadline to renew	12/24/2024		Registered	13258193	501122	41	EZ Festivals LLC	
Croatia (SIPO)	ELECTRIC ZOO	Deadline to renew	07/10/2033		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Renewed.
Ecuador (IEPI)	ELECTRIC ZOO	Deadline to renew	05/05/2024		Registered	IEPIUIOPI49312	IEPIUIOPI49312	35	EZ Festivals LLC	
Ecuador (IEPI)	ELECTRIC ZOO	Deadline to renew	05/05/2024		Registered	SD201349311RE	SD201349311RE	41	EZ Festivals LLC	
Ecuador (IEPI)	ELECTRIC ZOO	Deadline to renew	05/05/2024		Registered	SD201349314RE	SD201349314RE	25	EZ Festivals LLC	
European Union (EUIPO)	ELECTRIC ZOO	Deadline to renew	07/10/2033		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Renewed




IP Office	Literal Element	Next Entry Action	Next Entry Date	Image	Status	Application Number	Registration Number	Class. Numbers	Current Owner	Renewal status
Georgia (US)	ELECTRIC ZOO	Deadline to renew in the Grace Period	01/10/2024		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Not Renewed
Iceland (ISIPO)	ELECTRIC ZOO	Deadline to renew	07/10/2033		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Renewed
India (IPI)	ELECTRIC ZOO	Deadline to renew	07/10/2033		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Renewed
Israel (IPO)	ELECTRIC ZOO	Deadline to renew	07/10/2033		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Renewed
Japan (JPO)	ELECTRIC ZOO	Deadline to Renew	07/10/2033		Registered	1170388A	1170388A	25, 35, 41	EZ Festivals LLC	Renewed
Liechtenstein (IP Bureau)	ELECTRIC ZOO	Deadline to renew in the Grace Period	01/10/2024		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Not Renewed.
Mexico (IMPI)	EZOO	3-year Declaration of Use (DoU) Date	01/25/2023		Registered	2045343	2197476	25	EZ Festivals LLC	
Mexico (IMPI)	ELECTRIC ZOO	Deadline to File DOU	10/27/2023		Registered (Granted June	1402750	1170388	35	EZ Festivals LLC	Renewed
Mexico (IMPI)	ELECTRIC ZOO	Deadline to File DOU	10/27/2023		Registered (Granted June	1402751	1170388	41	EZ Festivals LLC	Renewed
Mexico (IMPI)	ELECTRIC ZOO				Application filed	1402749	1170388	25	EZ Festivals LLC	Renewed
Moldova (AGEPI)	ELECTRIC ZOO	Deadline to renew in the Grace Period	01/10/2024		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Not Renewed
Monaco (MIPD)	ELECTRIC ZOO	Deadline to renew in the Grace Period	01/10/2024		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Not Renewed
Montenegro (ZISCG)	ELECTRIC ZOO	Deadline to renew in the Grace Period	01/10/2024		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Not Renewed
New Zealand (IPONZ)	ELECTRIC ZOO	Deadline to renew in the Grace Period	01/10/2024		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Not Renewed

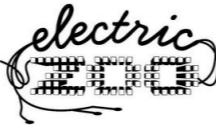
IP Office	Literal Element	Next Entry Action	Next Entry Date	Image	Status	Application Number	Registration Number	Class. Numbers	Current Owner	Renewal status
North Macedonia (SOIP)	ELECTRIC ZOO	Deadline to renew in the Grace Period	01/10/2024		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Not Renewed
Norway (Patentstyret)	ELECTRIC ZOO	Deadline to renew Deadline to Renew	07/10/2033		Registered	1170388	1170388	25, 35	EZ Festivals LLC	Renewed


IP Office	Literal Element	Next Entry Action	Next Entry Date	Image	Status	Application Number	Registration Number	Class. Numbers	Current Owner	Renewal status
Paraguay (DINAPI)	ELECTRIC ZOO	Deadline to renew	11/18/2024		Registered	201351469	407645	35	EZ Festivals LLC	
Paraguay (DINAPI)	ELECTRIC ZOO	Deadline to renew	11/28/2024		Registered	201351468	407644	25	EZ Festivals LLC	
Paraguay (DINAPI)	ELECTRIC ZOO	Deadline to renew	11/28/2024		Registered	201351467	407646	41	EZ Festivals LLC	
Peru (INDECOPI)	Electric Zoo	Beginning of Renewal Period	01/21/2024		Registered	M552935A/ 2013	407646	41	EZ Festivals LLC	
Peru (INDECOPI)	Electric Zoo	Deadline to renew	04/11/2024		Registered	552934	209514	25	EZ Festivals LLC	

IP Office	Literal Element	Next Entry Action	Next Entry Date	Image	Status	Application Number	Registration Number	Class. Numbers	Current Owner	Renewal status
Peru (INDECOPI)	Electric Zoo	Beginning of Renewal Period	02/13/2025		Registered	552935	95255	35	EZ Festivals LLC	
Russia (ROSPATENT)	ELECTRIC ZOO	Deadline to renew	07/10/2033		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Renewed.
San Marino (SOPT)	ELECTRIC ZOO	Deadline to renew in the Grace Period	01/10/2024		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Not Renewed
Serbia (IPO)	ELECTRIC ZOO	Deadline to renew in the Grace Period	01/10/2024		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Not Renewed.
Singapore (IPOS)	ELECTRIC ZOO	Deadline to renew	07/10/2033		Registered	1170388	1170389	25, 35, 41	EZ Festivals LLC	Renewed.
South Korea (KIPO)	ELECTRIC ZOO	Deadline to renew	07/10/2033		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Renewed.
Switzerland (IGE)	ELECTRIC ZOO	Deadline to renew	07/10/2033		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Renewed

IP Office	Literal Element	Next Entry Action	Next Entry Date	Image	Status	Application Number	Registration Number	Class. Numbers	Current Owner	Renewal status
Turkey (TPTO)	ELECTRIC ZOO	Deadline to renew	07/10/2033		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Renewed.
Ukraine (Ukrpatent)	ELECTRIC ZOO	Deadline to renew in the Grace Period	01/10/2024		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Not renewed
United Kingdom (UKIPO)	ELECTRIC ZOO	Deadline to renew	09/27/2028		Registered (Post October 31,	UK00003341631	UK00003341631	25, 35, 41	EZ Festivals LLC	Renewed
United Kingdom (UKIPO)	ELECTRIC ZOO	File maintenance documents	07/10/2033		Registered	UK00801170388	UK00801170388	25, 25, 35, 35, 41, 41	EZ Festivals LLC	Renewed
United States (USPTO)	EZOO	File a Section 8 Declaration of Use/Excusable Nonuse	07/23/2024		Registered.	87981243	5810537	25, 41	EZ Festivals LLC	
United States (USPTO)	SUNDAY SCHOOL	File a Section 8 or Section 71 declaration of use/excusable nonuse	03/27/2024		Registered.	87580708	5432529	41	EZ Festivals LLC	
United States (USPTO)	MADE (standard character)	File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	07/01/2024		Section 8 declaration has been accepted.	85922887	4558569	35, 41	EZ Festivals LLC	
United States (USPTO)	MADE	File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	04/16/2029		The registration has been renewed.	77565155	3605821	41	EZ Festivals LLC	
United States (USPTO)	ELECTRIC ZOO	File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	12/11/2023	ELECTRIC ZOO	Section 8 and 15 declarations accepted	85936625	4447907	25	EZ FESTIVALS LLC	will be renewed.
United States (USPTO)	ELECTRIC ZOO	File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	07/01/2024	ELECTRIC ZOO	Section 8 declaration accepted	85925263	4561282	18	EZ FESTIVALS LLC	

IP Office	Literal Element	Next Entry Action	Next Entry Date	Image	Status	Application Number	Registration Number	Class. Numbers	Current Owner	Renewal status
United States (USPTO)	ELECTRIC ZOO	File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	07/22/2024	ELECTRIC ZOO	Section 8 declaration accepted	85981116	4570989	41	EZ FESTIVALS LLC	
United States (USPTO)	logo	File a Section 8 or Section 71 declaration of use/excusable nonuse	06/11/2025		Registered - Principal Register	88153596	5774032	25, 35, 41, 43	Avant Gardner LLC	
United States (USPTO)	logo	File a Section 8 or Section 71 declaration of use/excusable nonuse	01/07/2026		Registered - Principal Register	88153599	5956912	25	Avant Gardner LLC	
United States (USPTO)	CITYFOX	File a Section 8 or Section 71 declaration of use/excusable nonuse	06/09/2026	CITYFOX	Registered - Principal Register	88567552	6073151	9, 35, 41	Avant Gardner LLC	
United States (USPTO)	ELECTRIC ZOO	File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	06/15/2026	ELECTRIC ZOO	Section 8 and 15 declarations accepted	85923072	4978356	35	EZ FESTIVALS LLC	
United States (USPTO)	AVANT GARDNER	File a Section 8 or Section 71 declaration of use/excusable nonuse	07/21/2026	AVANT GARDNER	Registered - Principal Register	88153590	6104663	35, 41, 43	Avant Gardner LLC	
United States (USPTO)	VISIONNAIRE	File a Section 8 or Section 71 declaration of use/excusable nonuse	08/18/2026	VISIONNAIRE	Registered - Principal Register	88596181	6128278	9, 35, 41	Avant Gardner LLC	
United States (USPTO)	CITYFOX logo	File a Section 8 or Section 71 declaration of use/excusable nonuse	02/09/2027		Registered - Principal Register	88567545	6263802	9, 25, 35, 41	Avant Gardner LLC	
United States (USPTO)	AVANT GARDNER	File a Section 8 or Section 71 declaration of use/excusable nonuse	06/22/2027	AVANT GARDNER	Registered - Principal Register	88153601	6397008	25	Avant Gardner LLC	

IP Office	Literal Element	Next Entry Action	Next Entry Date	Image	Status	Application Number	Registration Number	Class. Numbers	Current Owner	Renewal status
United States (USPTO)	CITYFOX	File a Section 8 or Section 71 declaration of use/excusable nonuse	03/07/2029	CITYFOX	Registered - Principal Register	88567554	6996977	25	Avant Gardner LLC	
United States (USPTO)	ELECTRIC ZOO	File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	02/11/2030		Registered and renewed	77711013	3747742	41	EZ FESTIVALS LLC	

IP Office	Literal Element	Next Entry Action	Next Entry Date	Image	Status	Application Number	Registration Number	Class. Numbers	Current Owner	Renewal status
United States (USPTO)	THE BROOKLYN MIRAGE			THE BROOKLYN MIRAGE	Continued suspension	88510597		25, 35, 41, 43	Avant Gardner LLC	
United States (USPTO)	THE BROOKLYN MIRAGE			<p>THE BROOKLYN</p> 	Continued suspension	88510591		25, 35, 41, 43	Avant Gardner LLC	
Uruguay (MIEM)	ELECTRIC ZOO	Deadline to renew	01/23/2025		Registered	449894	449894	25, 35, 41	EZ Festivals LLC	
Venezuela (SAPI)	ELECTRIC ZOO	Deadline to renew	09/26/2029		Registered	208862013	P343691	25	EZ Festivals LLC	
Vietnam (NOIP)	ELECTRIC ZOO	Deadline to renew in the Grace Period	01/10/2024		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Not Renewed
WIPO (WIPO Madrid)	ELECTRIC ZOO	Deadline to renew	07/10/2033		Registered	1170388	1170388	25, 35, 41	EZ Festivals LLC	Renewed

Common Law Trademarks:

MADE

MADE EVENT

SUNDAY SCHOOL

ELECTRIC ZOO

Patents:

None.

Copyrights:

None.

**SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT
LICENSES OF TRADEMARK COLLATERAL**

NONE.

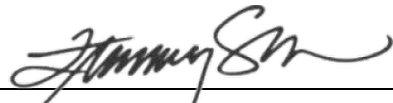
EXHIBIT B

[Attached Hereto]

AGDP HOLDING INC.
CERTIFICATE OF SECRETARY

I, Francis J. Sirkka, Secretary of AGDP Holding Inc., a New York corporation (the “**Corporation**”), do hereby certify, under penalty of perjury, that the attached Action by Written Consent of the Sole Director of the Corporation (the “**Consent**”) is a true and correct copy of the Consent as duly approved by the Corporation’s sole director which has not been rescinded.

AGDP HOLDING INC.

By:  _____

Name: Francis J. Sirkka

Title: Secretary

**ACTION BY WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
AGDP HOLDING INC.**

The undersigned, being the sole director of the Board of Directors (the “**Board**”) of **AGDP HOLDING INC.**, a New York corporation (the “**Company**”), pursuant to Section 708 of the New York General Corporation Law, hereby adopts and approves the following recitals and resolutions by written consent dated effective as of November 16, 2023.

WHEREAS, the Board deems it to be in the best interests of the Company for the Company to enter into that certain Settlement Agreement by and between NYC Festivals, LLC (f/k/a EZ Festivals, LLC), a New York limited liability company, NYC Club Event, LLC (f/k/a Made Event, LLC), a Massachusetts limited liability company, SFXE IP LLC, a Delaware limited liability company, and LiveStyle Holdings, Inc., a Delaware corporation, on the one hand, and EZ Festivals, LLC (f/k/a EZ Acquisition LLC), a Delaware limited liability company, Made Event, LLC (f/k/a M Event Acquisition LLC), a Delaware limited liability company, Avant Gardner LLC, a New York limited liability company, Reynard Productions LLC, a New York limited liability company, and AGDP Holding Inc., a New York corporation, on the other hand, dated of even date herewith substantially in the form of Exhibit A annexed hereto (the “**Settlement Agreement**”).

NOW THEREFORE LET IT BE:

RESOLVED, that the form, terms and provisions of the Settlement Agreement, including all exhibits and schedules attached thereto, be, and hereby are, approved;

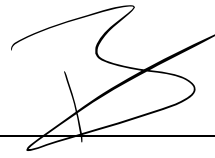
RESOLVED FURTHER, that the officers of the Company (each, the “**Authorized Person**”) be, and each of them hereby is, authorized and empowered to execute and deliver the Settlement Agreement, including all exhibits and schedules attached thereto, in the name and on behalf of the Company with such additions, deletions, or changes therein (including, without limitation, any additions, deletions, or changes to any schedules or exhibits thereto) as the Authorized Person executing the same shall approve (the execution and delivery thereof by the Authorized Person to be conclusive evidence of his or her approval of any such additions, deletions, or changes);

RESOLVED FURTHER, that the Company be, and hereby is, authorized and empowered to perform all of its obligations under the Settlement Agreement; and

RESOLVED FURTHER, that the Authorized Person be, and hereby is, authorized and empowered to take all such further action and to execute and deliver all such further agreements, certificates, instruments and documents, in the name and on behalf of the Company; to pay or cause to be paid all expenses; to take all such other actions as the Authorized Person shall deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions; and that any and all such actions heretofore or hereafter taken by the Authorized Person be, and they hereby are, adopted, affirmed, approved and ratified in all respects as the acts and deeds of the Company.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent effective as of the date first written above.

A handwritten signature in black ink, consisting of a large, stylized 'J' and 'B' intertwined, positioned above a horizontal line.

Juergen Bildstein, Sole Director

EXHIBIT A
SETTLEMENT AGREEMENT

[Attached Hereto]

EXHIBIT C

[Attached Hereto]

EZ FESTIVALS, LLC
CERTIFICATE OF SECRETARY
OF SOLE MEMBER

This Certificate of Secretary of Sole Member is made and attested on November 16, 2023, pursuant to that certain Settlement Agreement (the “**Settlement Agreement**”) by and between NYC Festivals, LLC (f/k/a EZ Festivals, LLC), a New York limited liability company, NYC Club Event, LLC (f/k/a Made Event, LLC), a Massachusetts limited liability company, SFXE IP LLC, a Delaware limited liability company, and LiveStyle Holdings, Inc., a Delaware corporation (collectively, the “**LiveStyle Parties**”), on the one hand, and EZ Festivals, LLC (f/k/a EZ Acquisition LLC), a Delaware limited liability company, Made Event, LLC (f/k/a M Event Acquisition LLC), a Delaware limited liability company, Avant Gardner LLC, a New York limited liability company, Reynard Productions LLC, a New York limited liability company, and AGDP Holding Inc., a New York corporation, on the other hand, dated of even date herewith.

EZ Festivals, LLC has provided the LiveStyle Parties with a copy of the written consent of its sole member approving the adoption of the Settlement Agreement and the transaction and other documents and instruments contemplated thereby and the execution thereof by the sole member in the form attached hereto as Exhibit A, and I hereby certify and attest that such written consent is made in accordance with the limited liability company operating agreement of the sole member, are true and complete, which has not been rescinded.

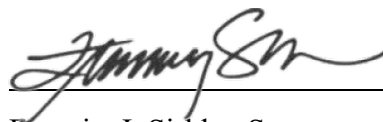
IN WITNESS WHEREOF, I have set my hand hereto to this Certificate of Secretary of Sole Member as of the date first written above.

EZ FESTIVALS, LLC

By: **AGDP Holding Inc.**

Its: Sole Member

By:



Francis, J. Sirkka, Secretary

EXHIBIT A
ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF AGDP HOLDING INC.

The undersigned, being the sole director of the Board of Directors of **AGDP HOLDING INC.**, a New York corporation (the “**Member**”), pursuant to Section 708 of the New York General Corporation Law, hereby adopts and approves the following recitals and resolutions by written consent dated as of November 16, 2023. The Member is the sole member of **EZ FESTIVALS, LLC**, a Delaware limited liability company (the “**Company**”).

WHEREAS, the Member deems it to be in the best interests of the Company for the Company to enter into that certain Settlement Agreement by and between NYC Festivals, LLC (f/k/a EZ Festivals, LLC), a New York limited liability company, NYC Club Event, LLC (f/k/a Made Event, LLC), a Massachusetts limited liability company, SFXE IP LLC, a Delaware limited liability company, and LiveStyle Holdings, Inc., a Delaware corporation, on the one hand, and EZ Festivals, LLC (f/k/a EZ Acquisition LLC), a Delaware limited liability company, Made Event, LLC (f/k/a M Event Acquisition LLC), a Delaware limited liability company, Avant Gardner LLC, a New York limited liability company, Reynard Productions LLC, a New York limited liability company, and AGDP Holding Inc., a New York corporation, on the other hand, dated of even date herewith substantially in the form of Exhibit A annexed hereto (the “**Settlement Agreement**”).

NOW THEREFORE LET IT BE:

RESOLVED, that the form, terms and provisions of the Settlement Agreement, including all exhibits and schedules attached thereto, be, and hereby are, approved;

RESOLVED FURTHER, that the Member (in its capacity as sole member of the Company) and the officers of the Member (each, the “**Authorized Person**”) be, and each of them hereby is, authorized and empowered to execute and deliver the Settlement Agreement, including all exhibits and schedules attached thereto, in the name and on behalf of the Company with such additions, deletions, or changes therein (including, without limitation, any additions, deletions, or changes to any schedules or exhibits thereto) as the Authorized Person executing

the same shall approve (the execution and delivery thereof by the Authorized Person to be conclusive evidence of his or her approval of any such additions, deletions, or changes);

RESOLVED FURTHER, that the Company be, and hereby is, authorized and empowered to perform all of its obligations under the Settlement Agreement; and

RESOLVED FURTHER, that the Authorized Person be, and hereby is, authorized and empowered to take all such further action and to execute and deliver all such further agreements, certificates, instruments and documents, in the name and on behalf of the Company; to pay or cause to be paid all expenses; to take all such other actions as the Authorized Person shall deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions; and that any and all such actions heretofore or hereafter taken by the Authorized Person be, and they hereby are, adopted, affirmed, approved and ratified in all respects as the acts and deeds of the Company.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent effective as of the date first written above.

A handwritten signature in black ink, consisting of a stylized 'J' and 'B' with a horizontal line through the middle, positioned above a horizontal line.

Juergen Bildstein, Sole Director

EXHIBIT A
SETTLEMENT AGREEMENT

[Attached Hereto]

EXHIBIT D

[Attached Hereto]

MADE EVENT, LLC
CERTIFICATE OF SECRETARY
OF SOLE MEMBER

This Certificate of Secretary of Sole Member is made and attested on November 16, 2023, pursuant to that certain Settlement Agreement (the “**Settlement Agreement**”) by and between NYC Festivals, LLC (f/k/a EZ Festivals, LLC), a New York limited liability company, NYC Club Event, LLC (f/k/a Made Event, LLC), a Massachusetts limited liability company, SFXE IP LLC, a Delaware limited liability company, and LiveStyle Holdings, Inc., a Delaware corporation (collectively, the “**LiveStyle Parties**”), on the one hand, and EZ Festivals, LLC (f/k/a EZ Acquisition LLC), a Delaware limited liability company, Made Event, LLC (f/k/a M Event Acquisition LLC), a Delaware limited liability company, Avant Gardner LLC, a New York limited liability company, Reynard Productions LLC, a New York limited liability company, and AGDP Holding Inc., a New York corporation, on the other hand, dated of even date herewith.

Made Event, LLC has provided the LiveStyle Parties with a copy of the written consent of its sole member approving the adoption of the Settlement Agreement and the transaction and other documents and instruments contemplated thereby and the execution thereof by the sole member in the form attached hereto as Exhibit A, and I hereby certify and attest that such written consent is made in accordance with the limited liability company operating agreement of the sole member, are true and complete, which has not been rescinded.

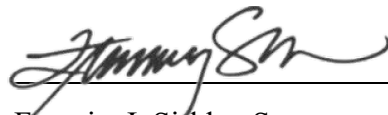
IN WITNESS WHEREOF, I have set my hand hereto to this Certificate of Secretary of Sole Member as of the date first written above.

MADE EVENT, LLC

By: **AGDP Holding Inc.**

Its: Sole Member

By:



Francis, J. Sirkka, Secretary

EXHIBIT A
ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF AGDP HOLDING INC.

The undersigned, being the sole director of the Board of Directors of **AGDP HOLDING INC.**, a New York corporation (the “**Member**”), pursuant to Section 708 of the New York General Corporation Law, hereby adopts and approves the following recitals and resolutions by written consent dated as of November 16, 2023. The Member is the sole member of **MADE EVENT, LLC**, a Delaware limited liability company (the “**Company**”).

WHEREAS, the Member deems it to be in the best interests of the Company for the Company to enter into that certain Settlement Agreement by and between NYC Festivals, LLC (f/k/a EZ Festivals, LLC), a New York limited liability company, NYC Club Event, LLC (f/k/a Made Event, LLC), a Massachusetts limited liability company, SFXE IP LLC, a Delaware limited liability company, and LiveStyle Holdings, Inc., a Delaware corporation, on the one hand, and EZ Festivals, LLC (f/k/a EZ Acquisition LLC), a Delaware limited liability company, Made Event, LLC (f/k/a M Event Acquisition LLC), a Delaware limited liability company, Avant Gardner LLC, a New York limited liability company, Reynard Productions LLC, a New York limited liability company, and AGDP Holding Inc., a New York corporation, on the other hand, dated of even date herewith substantially in the form of Exhibit A annexed hereto (the “**Settlement Agreement**”).

NOW THEREFORE LET IT BE:

RESOLVED, that the form, terms and provisions of the Settlement Agreement, including all exhibits and schedules attached thereto, be, and hereby are, approved;

RESOLVED FURTHER, that the Member (in its capacity as sole member of the Company) and the officers of the Member (each, the “**Authorized Person**”) be, and each of them hereby is, authorized and empowered to execute and deliver the Settlement Agreement, including all exhibits and schedules attached thereto, in the name and on behalf of the Company with such additions, deletions, or changes therein (including, without limitation, any additions, deletions, or changes to any schedules or exhibits thereto) as the Authorized Person executing

the same shall approve (the execution and delivery thereof by the Authorized Person to be conclusive evidence of his or her approval of any such additions, deletions, or changes);

RESOLVED FURTHER, that the Company be, and hereby is, authorized and empowered to perform all of its obligations under the Settlement Agreement; and

RESOLVED FURTHER, that the Authorized Person be, and hereby is, authorized and empowered to take all such further action and to execute and deliver all such further agreements, certificates, instruments and documents, in the name and on behalf of the Company; to pay or cause to be paid all expenses; to take all such other actions as the Authorized Person shall deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions; and that any and all such actions heretofore or hereafter taken by the Authorized Person be, and they hereby are, adopted, affirmed, approved and ratified in all respects as the acts and deeds of the Company.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent effective as of the date first written above.

A handwritten signature in black ink, consisting of a stylized 'J' and 'B' with a horizontal line through the middle, positioned above a solid horizontal line.

Juergen Bildstein, Sole Director

EXHIBIT A
SETTLEMENT AGREEMENT

[Attached Hereto]

EXHIBIT E

[Attached Hereto]

AVANT GARDNER LLC
CERTIFICATE OF SECRETARY
OF SOLE MEMBER

This Certificate of Secretary of Sole Member is made and attested on November 16, 2023, pursuant to that certain Settlement Agreement (the “**Settlement Agreement**”) by and between NYC Festivals, LLC (f/k/a EZ Festivals, LLC), a New York limited liability company, NYC Club Event, LLC (f/k/a Made Event, LLC), a Massachusetts limited liability company, SFXE IP LLC, a Delaware limited liability company, and LiveStyle Holdings, Inc., a Delaware corporation (collectively, the “**LiveStyle Parties**”), on the one hand, and EZ Festivals, LLC (f/k/a EZ Acquisition LLC), a Delaware limited liability company, Made Event, LLC (f/k/a M Event Acquisition LLC), a Delaware limited liability company, Avant Gardner LLC, a New York limited liability company, Reynard Productions LLC, a New York limited liability company, and AGDP Holding Inc., a New York corporation, on the other hand, dated of even date herewith.

Avant Gardner LLC has provided the LiveStyle Parties with a copy of the written consent of its sole member approving the adoption of the Settlement Agreement and the transaction and other documents and instruments contemplated thereby and the execution thereof by the sole member in the form attached hereto as Exhibit A, and I hereby certify and attest that such written consent is made in accordance with the limited liability company operating agreement of the sole member, are true and complete, which has not been rescinded.

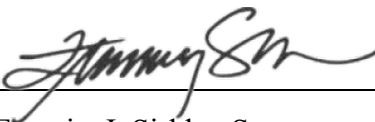
IN WITNESS WHEREOF, I have set my hand hereto to this Certificate of Secretary of Sole Member as of the date first written above.

AVANT GARDNER LLC

By: **AGDP Holding Inc.**

Its: Sole Member

By:



Francis, J. Sirkka, Secretary

EXHIBIT A
ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF AGDP HOLDING INC.

The undersigned, being the sole director of the Board of Directors of **AGDP HOLDING INC.**, a New York corporation (the “**Member**”), pursuant to Section 708 of the New York General Corporation Law, hereby adopts and approves the following recitals and resolutions by written consent dated as of November 16, 2023. The Member is the sole member of **AVANT GARDNER LLC**, a New York limited liability company (the “**Company**”).

WHEREAS, the Member deems it to be in the best interests of the Company for the Company to enter into that certain Settlement Agreement by and between NYC Festivals, LLC (f/k/a EZ Festivals, LLC), a New York limited liability company, NYC Club Event, LLC (f/k/a Made Event, LLC), a Massachusetts limited liability company, SFXE IP LLC, a Delaware limited liability company, and LiveStyle Holdings, Inc., a Delaware corporation, on the one hand, and EZ Festivals, LLC (f/k/a EZ Acquisition LLC), a Delaware limited liability company, Made Event, LLC (f/k/a M Event Acquisition LLC), a Delaware limited liability company, Avant Gardner LLC, a New York limited liability company, Reynard Productions LLC, a New York limited liability company, and AGDP Holding Inc., a New York corporation, on the other hand, dated of even date herewith substantially in the form of Exhibit A annexed hereto (the “**Settlement Agreement**”).

NOW THEREFORE LET IT BE:

RESOLVED, that the form, terms and provisions of the Settlement Agreement, including all exhibits and schedules attached thereto, be, and hereby are, approved;

RESOLVED FURTHER, that the Member (in its capacity as sole member of the Company) and the officers of the Member (each, the “**Authorized Person**”) be, and each of them hereby is, authorized and empowered to execute and deliver the Settlement Agreement, including all exhibits and schedules attached thereto, in the name and on behalf of the Company with such additions, deletions, or changes therein (including, without limitation, any additions, deletions, or changes to any schedules or exhibits thereto) as the Authorized Person executing

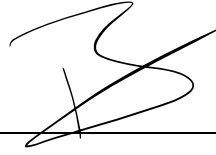
the same shall approve (the execution and delivery thereof by the Authorized Person to be conclusive evidence of his or her approval of any such additions, deletions, or changes);

RESOLVED FURTHER, that the Company be, and hereby is, authorized and empowered to perform all of its obligations under the Settlement Agreement; and

RESOLVED FURTHER, that the Authorized Person be, and hereby is, authorized and empowered to take all such further action and to execute and deliver all such further agreements, certificates, instruments and documents, in the name and on behalf of the Company; to pay or cause to be paid all expenses; to take all such other actions as the Authorized Person shall deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions; and that any and all such actions heretofore or hereafter taken by the Authorized Person be, and they hereby are, adopted, affirmed, approved and ratified in all respects as the acts and deeds of the Company.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent effective as of the date first written above.

A handwritten signature in black ink, consisting of a large, stylized 'J' and 'B' intertwined, positioned above a horizontal line.

Juergen Bildstein, Sole Director

EXHIBIT A
SETTLEMENT AGREEMENT

[Attached Hereto]

EXHIBIT F

[Attached Hereto]

**REYNARD PRODUCTIONS LLC
CERTIFICATE OF SECRETARY
OF SOLE MEMBER**

This Certificate of Secretary of Sole Member is made and attested on November 16, 2023, pursuant to that certain Settlement Agreement (the “**Settlement Agreement**”) by and between NYC Festivals, LLC (f/k/a EZ Festivals, LLC), a New York limited liability company, NYC Club Event, LLC (f/k/a Made Event, LLC), a Massachusetts limited liability company, SFXE IP LLC, a Delaware limited liability company, and LiveStyle Holdings, Inc., a Delaware corporation (collectively, the “**LiveStyle Parties**”), on the one hand, and EZ Festivals, LLC (f/k/a EZ Acquisition LLC), a Delaware limited liability company, Made Event, LLC (f/k/a M Event Acquisition LLC), a Delaware limited liability company, Avant Gardner LLC, a New York limited liability company, Reynard Productions LLC, a New York limited liability company, and AGDP Holding Inc., a New York corporation, on the other hand, dated of even date herewith.

Reynard Productions LLC has provided the LiveStyle Parties with a copy of the written consent of its sole member approving the adoption of the Settlement Agreement and the transaction and other documents and instruments contemplated thereby and the execution thereof by the sole member in the form attached hereto as Exhibit A, and I hereby certify and attest that such written consent is made in accordance with the limited liability company operating agreement of the sole member, are true and complete, which has not been rescinded.

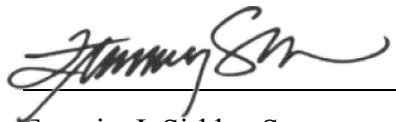
IN WITNESS WHEREOF, I have set my hand hereto to this Certificate of Secretary of Sole Member as of the date first written above.

REYNARD PRODUCTIONS LLC

By: **AGDP Holding Inc.**

Its: Sole Member

By:



Francis, J. Sirkka, Secretary

EXHIBIT A
ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF AGDP HOLDING INC.

The undersigned, being the sole director of the Board of Directors of **AGDP HOLDING INC.**, a New York corporation (the “**Member**”), pursuant to Section 708 of the New York General Corporation Law, hereby adopts and approves the following recitals and resolutions by written consent dated as of November 16, 2023. The Member is the sole member of **REYNARD PRODUCTIONS LLC**, a New York limited liability company (the “**Company**”).

WHEREAS, the Member deems it to be in the best interests of the Company for the Company to enter into that certain Settlement Agreement by and between NYC Festivals, LLC (f/k/a EZ Festivals, LLC), a New York limited liability company, NYC Club Event, LLC (f/k/a Made Event, LLC), a Massachusetts limited liability company, SFXE IP LLC, a Delaware limited liability company, and LiveStyle Holdings, Inc., a Delaware corporation, on the one hand, and EZ Festivals, LLC (f/k/a EZ Acquisition LLC), a Delaware limited liability company, Made Event, LLC (f/k/a M Event Acquisition LLC), a Delaware limited liability company, Avant Gardner LLC, a New York limited liability company, Reynard Productions LLC, a New York limited liability company, and AGDP Holding Inc., a New York corporation, on the other hand, dated of even date herewith substantially in the form of Exhibit A annexed hereto (the “**Settlement Agreement**”).

NOW THEREFORE LET IT BE:

RESOLVED, that the form, terms and provisions of the Settlement Agreement, including all exhibits and schedules attached thereto, be, and hereby are, approved;

RESOLVED FURTHER, that the Member (in its capacity as sole member of the Company) and the officers of the Member (each, the “**Authorized Person**”) be, and each of them hereby is, authorized and empowered to execute and deliver the Settlement Agreement, including all exhibits and schedules attached thereto, in the name and on behalf of the Company with such additions, deletions, or changes therein (including, without limitation, any additions, deletions, or changes to any schedules or exhibits thereto) as the Authorized Person executing

the same shall approve (the execution and delivery thereof by the Authorized Person to be conclusive evidence of his or her approval of any such additions, deletions, or changes);

RESOLVED FURTHER, that the Company be, and hereby is, authorized and empowered to perform all of its obligations under the Settlement Agreement; and

RESOLVED FURTHER, that the Authorized Person be, and hereby is, authorized and empowered to take all such further action and to execute and deliver all such further agreements, certificates, instruments and documents, in the name and on behalf of the Company; to pay or cause to be paid all expenses; to take all such other actions as the Authorized Person shall deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions; and that any and all such actions heretofore or hereafter taken by the Authorized Person be, and they hereby are, adopted, affirmed, approved and ratified in all respects as the acts and deeds of the Company.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent effective as of the date first written above.

A handwritten signature in black ink, consisting of a stylized 'J' and 'B' with a horizontal line crossing through the middle.

Juergen Bildstein, Sole Director

EXHIBIT A
SETTLEMENT AGREEMENT

[Attached Hereto]

May 13, 2022 Sale Documents

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”) is entered into effective as of this 13th day of May, 2022 (the “Effective Date”) by and between:

- (i) **EZ Festivals, LLC**, a New York limited liability company (“EZ”), **Made Event, LLC**, a Massachusetts limited liability company (“ME”), and **SFXE IP LLC**, a Delaware limited liability company (“SFXE”) (each, a “Seller”, and together, the “Sellers”);
- (ii) **LiveStyle Holdings, Inc.**, a Delaware corporation (“LiveStyle”), solely for purposes of Section 9(a), or as otherwise specifically stated herein;
- (iii) **EZ Acquisition LLC**, a Delaware limited liability company (“EZ Newco”) and **M Event Acquisition LLC**, a Delaware limited liability company (“ME Newco”) (each a, “Buyer”, and together, the “Buyers”); and
- (iv) **AGDP Holding Inc.**, a New York corporation (“AGDP”), solely for purposes of Section 9(b).

The Sellers and the Buyers shall each be referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used and not otherwise defined herein have the meanings set forth in Section 11 below.

WHEREAS, EZ and ME are in the business of promoting and organizing music festivals and concert events, and together with SFXE, the Sellers are in the business of employing and licensing their trademarks and other Intellectual Property (as defined herein) in regard thereto (as it relates to each Seller, its “Business”);

WHEREAS, each Seller owns all rights, title, and interest to tangible and intangible assets that are related to, used in, held for use in connection with, and necessary for the conduct of, or otherwise material to EZ and ME’s Business, including without limitation those assets of each respective Seller set forth in Part 1 of Exhibit A, including the Intellectual Property and the goodwill associated therewith (collectively, the “Purchased Assets”), and each Seller is desirous of selling its respective Purchased Assets and the associated goodwill under the terms and conditions set forth herein in exchange for the cash consideration to be paid by the Buyers as provided in this Agreement;

WHEREAS, each Buyer is desirous of purchasing its respective Purchased Assets and the associated goodwill under the terms and conditions set forth herein; and

WHEREAS, assignment of the Intellectual Property to the Buyers is fundamental to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Purchased Assets; Consideration; Allocation; Liabilities.

(a) EZ Newco hereby agrees to purchase from EZ, and EZ agrees to sell, EZ’s respective Purchased Assets, in exchange for EZ’s allotted portion of the Purchase Price (as defined herein). ME Newco hereby agrees to purchase from ME, and ME agrees to sell, ME’s respective Purchased Assets,

in exchange for ME's allotted portion of the Purchase Price. EZ Newco and ME Newco hereby agree to purchase from SFXE, and SFXE agree to sell, each Buyer's allocated portion of SFXE's respective Purchased Assets, in exchange for SFXE's allotted portion of the Purchase Price. The allocation of Purchased Assets is set forth on Exhibit A, and the allocation of the Purchase Price is set forth on Exhibit B. The Parties acknowledge and agree that the Buyers' obligation to pay the Purchase Price shall be secured by the Purchased Assets, the terms of which are reflected in the Security Agreement (as defined herein).

(b) The aggregate Purchase Price to be paid by the Buyers to the Sellers is Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00), payable as follows:

- (i) At the Closing, on the terms and subject to the conditions set forth in this Agreement, the Buyers shall cause to be paid to the Sellers, an aggregate amount of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) (the "Closing Payment"), payable by wire transfer of immediately available funds to the account(s) designated in writing by each of the Sellers for its respective portion of the Closing Payment prior to the Closing.
- (ii) The Buyers shall cause to be paid to the Sellers, by wire transfer of immediately available funds to the account(s) designated in writing by each of the Sellers for its respective portion of the Deferred Payments (as defined below) prior to their respective due date, the following amounts (the "Deferred Payments") on or before the following dates:

May 15, 2023 Four Million Dollars (\$4,000,000.00)

May 13, 2024 Four Million Dollars (\$4,000,000.00)

(c) The Closing Payment and Deferred Payments shall be allocated in the same proportion among the Sellers, as set forth in Exhibit B hereto.

(d) The Sellers and the Buyers shall each make consistent use of such allocations following the Closing, and hereby agree not to file any tax return or otherwise take a position with any federal, state or local tax authority which is inconsistent with such allocations (including on each Buyer's and each Seller's respective IRS Forms 8594).

(e) Simultaneously with and as a condition to Closing, the Parties shall coordinate with Vivendi Ticketing U.S. LLC, a Delaware limited liability company ("SeeTickets") to execute the following documents: (i) Letter Agreement to Terminate that certain Ticketing Agreement entered into by and between SeeTickets and ME on April 13, 2018; (ii) Amendment to that certain Ticketing Agreement entered into by and between SeeTickets and EZ on April 13, 2018; and (iii) Letter Agreement for Revised Ticket Terms and Release from Guaranty related to that certain Guaranty entered into by and between SeeTickets and LiveStyle, Inc. on April 13, 2018.

(f) Notwithstanding anything to the contrary contained herein, the applicable Buyer agrees to assume all rights and obligations contained in the agreements set forth in Exhibit C as allocated to such Buyer, and to pay, perform, and discharge the specific Liabilities set forth in each such agreement (the "Assumed Liabilities"); *provided, however*, it is expressly acknowledged and agreed by the Buyers that there may be other reasonable, appropriate, and customary Liabilities, which are directly related to the (i) 2022 Electric Zoo Music Festival (the "22 Festival"), or (ii) such other commitments or music events to be produced by EZ and/or ME that have been committed to in good faith by EZ and/or ME, but which have

not yet been reduced to a written agreement (the “Commitments”). Buyers, as applicable, shall honor such Commitments in good faith as Assumed Liabilities; *provided* that such Commitments have been sufficiently described on Exhibit C hereto. For the avoidance of doubt, to the extent any Assumed Liabilities and/or Commitments relating to the 22 Festival are renegotiated, terminated, expire, or lapse, any payment, compensation, expense reimbursement, or the like, due in connection therewith shall be the Buyer(s) sole responsibility (regardless of whether such goods and/or services were provided before Closing). Buyers acknowledge that some of the Assumed Liabilities and/or Commitments may include assignability restrictions requiring Sellers to obtain consent from the applicable counterparties thereto in connection with a change of control and that Sellers may not be able to obtain such consent prior to Closing. Accordingly, and notwithstanding anything to the contrary contained herein, Buyers expressly agree to assume any and all risk associated with the Assumed Liabilities and Commitments, whether known or unknown, at Closing, provided that the applicable Seller shall use its commercially reasonable efforts to assist Buyers, if and when requested, to obtain such consents.

2. Excluded Assets and Liabilities.

(a) The Purchased Assets shall expressly exclude all assets of the Sellers other than the Purchased Assets (the “Excluded Assets”), which are excluded from the term “Purchased Assets” for the purposes of this Agreement as described in Part 2 of Exhibit A hereto. The Sellers confirm that the Purchased Assets include all assets necessary for the operation of EZ and ME’s respective Business as presently conducted.

(b) Any Liabilities of any Seller that are not set forth in Exhibit C hereto are not assumed by the Buyers at the Closing (“Excluded Liabilities”), except as otherwise set forth herein. Without limiting the foregoing, except for the Assumed Liabilities or as otherwise set forth herein, the Buyers are not assuming and shall not be obligated to assume, and hereby disclaim, all Excluded Liabilities.

3. Closing. The closing shall take place at the offices of Seller, located at 9171 Wilshire Boulevard, Suite 500, Beverly Hills, CA 90210, or through electronic mail and/or national recognized overnight delivery service, commencing at 1:00 P.M. Pacific Standard Time (PST) at such time or place as the Parties may agree in writing (the “Closing”), but in any event no later than May 13, 2022. At the Closing, the Parties hereto shall deliver or cause to be delivered the following:

(a) each Seller shall deliver or cause to be delivered to the respective Buyer (collectively, the “Seller Closing Deliveries”):

- (i) title to and possession of the Purchased Assets of EZ by means of an executed Bill of Sale and Assignment Agreement for EZ substantially in the form attached hereto as Exhibit D and any other instruments of conveyance or other documents or instruments necessary or advisable to transfer and assign title and beneficial ownership of EZ’s allocated Purchased Assets to EZ Newco as determined by the Parties;
- (ii) title to and possession of the Purchased Assets of ME by means of an executed Bill of Sale and Assignment Agreement for ME substantially in the form attached hereto as Exhibit E and any other instruments of conveyance or other documents or instruments necessary or advisable to transfer and assign title and beneficial ownership of ME’s allocated Purchased Assets to ME Newco as determined by the Parties;

- (iii) title to and possession of the Purchased Assets of ME by means of an executed Bill of Sale and Assignment Agreement for ME substantially in the form attached hereto as Exhibit F and any other instruments of conveyance or other documents or instruments necessary or advisable to transfer and assign title and beneficial ownership of ME's allocated Purchased Assets to EZ Newco as determined by the Parties;
- (iv) title to and possession of the Purchased Assets of SFXE by means of an executed Bill of Sale and Assignment Agreement for SFXE substantially in the form attached hereto as Exhibit G and any other instruments of conveyance or other documents or instruments necessary or advisable to transfer and assign title and beneficial ownership of SFXE's allocated Purchased Assets to EZ Newco as determined by the Parties;
- (v) title to and possession of the Purchased Assets of SFXE by means of an executed Bill of Sale and Assignment Agreement for SFXE substantially in the form attached hereto as Exhibit H and any other instruments of conveyance or other documents or instruments necessary or advisable to transfer and assign title and beneficial ownership of SFXE's allocated Purchased Assets to ME Newco as determined by the Parties;
- (vi) a consent resolution of the sole member of EZ, substantially in the form of Exhibit I hereto, attesting that the sole member of EZ consents to and approves the sale of the allocated Purchased Assets as contemplated by this Agreement;
- (vii) a consent resolution of the sole member of ME, substantially in the form of Exhibit J hereto, attesting that the sole member of ME consents to and approves the sale of the allocated Purchased Assets as contemplated by this Agreement;
- (viii) a consent resolution of the sole member of SFXE, substantially in the form of Exhibit K hereto, attesting that the sole member of SFXE consents to and approves the sale of the allocated Purchased Assets as contemplated by this Agreement;
- (ix) an Assignment(s) of Trademarks of ME to ME Newco, substantially in the form of Exhibit L-1, and any other instruments of conveyance or other documents or instruments necessary to transfer and assign title and beneficial ownership of the applicable ME trademarks to ME Newco in a form reasonably determined by the Parties;
- (x) an Assignment(s) of Trademarks of ME to EZ Newco, substantially in the form of Exhibit L-2, and any other instruments of conveyance or other documents or instruments necessary to transfer and assign title and beneficial ownership of the applicable ME trademarks to EZ Newco in a form reasonably determined by the Parties;
- (xi) an Assignment(s) of Trademarks of SFXE to ME Newco, substantially in the form of Exhibit L-3, and any other instruments of conveyance or other documents or instruments necessary to transfer and assign title and

beneficial ownership of the applicable SFXE trademarks to ME Newco in a form reasonably determined by the Parties;

- (xii) an Assignment(s) of Trademarks of SFXE to EZ Newco, substantially in the form of Exhibit L-4, and any other instruments of conveyance or other documents or instruments necessary to transfer and assign title and beneficial ownership of the applicable SFXE trademarks to EZ Newco in a form reasonably determined by the Parties;
- (xiii) any and all consents, if any, dated on or prior to the Closing, required to be obtained by any of the Sellers from third parties in order to transfer their respective Purchased Assets to the Buyers in accordance with this Agreement (excluding the Assumed Liabilities and Commitments, as applicable, as set forth in Section 1(f) above);
- (xiv) a Non-Compete Agreement, for itself and on behalf of EZ and ME (the “Non-Compete Agreement”), between LiveStyle and the Buyers substantially in the form attached hereto as Exhibit M;
- (xv) a counterpart to the TSA (as defined in Section 12 below), executed by LiveStyle;
- (xvi) a LiveStyle Guaranty duly executed by LiveStyle substantially in the form attached hereto as Exhibit N;
- (xvii) a certificate of the Secretary of LiveStyle, substantially in the form of Exhibit O hereto, attesting that the Directors and/or Stockholders of LiveStyle approve the LiveStyle Guaranty;
- (xviii) a Letter Agreement to Terminate that certain Ticketing Agreement entered into by and between SeeTickets and ME on April 13, 2018, duly executed by ME and SeeTickets substantially in the form attached hereto as Exhibit P;
- (xix) an Amendment to that certain Ticketing Agreement entered into by and between SeeTickets and EZ on April 13, 2018, substantially in the form attached hereto as Exhibit Q; and
- (xx) a Letter Agreement for Revised Ticket Terms and Release from Guaranty related to that certain Guaranty entered into by and between SeeTickets and LiveStyle, Inc. on April 13, 2018, duly executed by SeeTickets substantially in the form attached hereto as Exhibit R.
- (xxi) a Transition Services Agreement, duly executed by LiveStyle, substantially in the form attached hereto as Exhibit S.

(b) The Buyers shall deliver or cause to be delivered to the Seller (collectively, the “Buyer Closing Deliveries”):

- (i) the Closing Payment in accordance with Section 1(b)(i);

- (ii) the Security Agreement (“Security Agreement”), duly executed by the Buyers substantially in the form attached hereto as Exhibit T;
- (iii) a counterpart to each agreement described in Section 2(a) to which any Buyer is a party, duly executed by the respective Buyer;
- (iv) a consent resolution of the sole member of EZ Newco, substantially in the form of Exhibit U hereto, attesting that the sole member of EZ Newco consents to and approves the purchase of the allocated Purchased Assets as contemplated by this Agreement;
- (v) a consent resolution of the sole member of ME Newco, in substantially in the form of Exhibit V hereto, attesting that the sole member of ME Newco consents to and approves the purchase of the allocated Purchased Assets as contemplated by this Agreement;
- (vi) an AGDP Guaranty duly executed by AGDP, substantially in the form attached hereto as Exhibit W;
- (vii) a certificate of the Secretary of AGDP, substantially in the form of Exhibit X hereto, attesting that the Sole Director of AGDP approves the AGDP Guaranty; and
- (viii) any and all consents, if any, dated on or prior to the Closing, required to be obtained by the Buyers from third parties in order to acquire the Purchased Assets from the Sellers in accordance with this Agreement.

4. Representations and Warranties of EZ and ME. To induce the Buyers to enter into this Agreement and to consummate the transaction contemplated hereby, EZ and ME, jointly and severally, hereby represent and warrant to the Buyers as of the Effective Date that:

(a) Authority. EZ and ME have full power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby. This Agreement has been approved by EZ and ME in accordance with applicable law and has been duly authorized, executed, and delivered by each such Seller. This Agreement constitutes the valid and binding obligation of EZ and ME enforceable against them in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting the enforcement of creditors’ rights generally and the application of general principles of equity and judicial discretion (collectively, the “Enforceability Exceptions”).

(b) No Violation. The execution and delivery by EZ and ME of this Agreement does not, and performance by EZ and ME of their respective obligations hereunder, and compliance by each such Seller with the terms hereof, will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or be void or unenforceable under, or give rise to a right of termination, loss of rights, adverse modification of provisions, cancellation or acceleration of any obligation under, or result in the creation of any Lien upon any of the their respective Purchased Assets under any provision of:

- (i) any indenture, mortgage, deed of trust, or other material agreement or instrument to which such Seller is a party, and will not constitute an event that with the lapse of time or action by a third party could result in any

default under any of the foregoing, or result in the creation of any lien, charge, encumbrance or security interest upon such Seller's Purchased Assets;

- (ii) the certificate of formation, operating agreement, or equivalent organizational documents of such Seller;
- (iii) any Law, regulation or rule applicable to such Seller and such Seller's Purchased Assets;
- (iv) any Contract, or any License, franchise or permit, or any order, writ, injunction, decree, or notice applicable to such Seller;
- (v) any order or any Consent by any Governmental Authority by which such Seller is bound; or
- (vi) constitute an act of bankruptcy, fraudulent preference, insolvency or fraudulent conveyance under any bankruptcy law or other applicable Law for the protection of debtors or creditors.

(c) Governmental Authorities; Consents. EZ and ME are not required to submit any notice, report or other filing with any Governmental Authority in connection with the execution, delivery or performance by them of this Agreement. No approval, authorization or consent of, filing with, notification to, or granting or issuance of any license, order, waiver or License by any third party or Governmental Authority is required to be obtained or made by or with respect to such Seller in connection with the execution, delivery and performance of this Agreement.

(d) Brokers. EZ and ME have not employed any broker, agent, or finder in connection with any transaction contemplated by this Agreement for which either Buyer may be liable or responsible to pay.

(e) Title to the Purchased Assets; Encumbrances. EZ and ME have, and at the Closing shall deliver to the applicable Buyer, good and marketable title to the Purchased Assets allocated to such Seller, free and clear of any Liabilities, liens, mortgages, and security interests (collectively, "Encumbrances"), other than: statutory Encumbrances for taxes not yet due and payable (*provided, however, EZ and ME shall be jointly and severally responsible for any and all taxes attributable to their Purchased Assets up through the Closing*); landlord Encumbrances arising under any lease or applicable law for amounts due through Closing, whether or not delinquent; statutory Encumbrances of carriers, warehousepersons, mechanics and material persons incurred in the ordinary course of business, and Encumbrances related to instruments of indebtedness entered into by either Buyer prior to or in connection with Closing (collectively, "Permitted Encumbrances").

(f) Organization, Good Standing and Power.

(i) EZ is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York and has the requisite power and authority in all applicable jurisdictions to carry on its business as presently conducted and as presently proposed to be conducted.

(ii) ME is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, and has the requisite power and

authority in all applicable jurisdictions to carry on its business as presently conducted and as presently proposed to be conducted.

(g) Contracts. Each contract or agreement (whether verbal or written) to which EZ or ME is a party and included within their Purchased Assets is legal, valid, binding, and enforceable (except as limited by the Enforceability Exceptions) against such Seller, and is in full force and effect and will continue to be legal, valid, binding and enforceable (except as limited by the Enforceability Exceptions) against EZ and ME and in full force and effect following the consummation of the transaction contemplated hereby, except as set forth on Schedule 4(g). With respect to each such contract or agreement, there exists no (i) violation, breach, default or event of default by the applicable Seller based on such Seller's knowledge after due inquiry ("Knowledge"), or any other party to any such contract or agreement with respect to any term or provision thereof, or (ii) event, occurrence, condition or act that has occurred (including the consummation of the transaction contemplated hereby) that, with the giving of notice, the lapse of time or both, would become a violation, breach, default or event of default by such Seller or, to such Seller's Knowledge, any other party thereto, with respect to any term or provision of any such contract or agreement, or would permit termination, modification or acceleration under such contract or agreement. EZ and ME have not received written or oral notice from any counterparty to any such contract or agreement of such party's intent to terminate or not renew such contract or agreement.

(h) Litigation. There is no pending or, to EZ or ME's Knowledge, threatened claim, action or proceeding, at law or in equity before any Governmental Authority which challenges the validity of this Agreement or which would individually or in the aggregate reasonably be expected to be material to either Buyer's ability to consummate the transaction contemplated hereby; *provided, however*, that Schedule 4(h) sets forth a true and complete list of Proceedings either pending or, to EZ and ME's Knowledge, threatened against the Purchased Assets or against either Seller, or, to EZ and ME's Knowledge, against any officer, director, manager or employee of EZ or ME before or by any Governmental Authority. Except as set forth on Schedule 4(h), to EZ and ME's Knowledge, there is no basis upon which any such Proceeding could be initiated, and neither EZ nor ME is subject, and the Purchased Assets are not bound by, any outstanding orders, judgments, injunction, settlement or decrees of any Governmental Authority.

(i) Tax Returns. EZ and ME have complied in all material respects with all laws relating to taxes, has timely filed or caused to be timely filed with the appropriate taxing authorities all tax returns, statements, forms and reports (including amendments, attachments, elections, declarations, disclosures, schedules, estimates and informational tax returns) for taxes (collectively, "Tax Returns") that are required to be filed by it or that are required to be filed with respect to their Business, and such Tax Returns are true, correct and complete in all material respects. All taxes due and payable by EZ and/or ME on or prior to the Effective Date (after accounting for any applicable extensions) have been paid in full.

(j) Intellectual Property.

(i) For purposes of this Agreement, "Intellectual Property" means all intellectual property and other similar proprietary rights in connection with the EZ and/or ME Business, whether owned or held for use under license, whether registered or unregistered, including, without limitation, such rights in and to: (A) trademarks, trade dress, service marks, logos, slogans, trade names, brand names, corporate names, assumed names, business names and all other similar indicia of origin including all associated goodwill; (B) inventions and improvements, whether or not patentable, issued patents and pending patent applications, and any and all divisions, continuations, continuations in part, reissues, reexaminations, and extensions thereof and counterparts claiming priority therefrom; (C) all specifications, documentation, works of authorship and all other copyrightable works; (D) computer software, data files, source and object code, application programming, firmware, user interfaces, manuals,

databases; (E) domain names and uniform resource locators; (F) social media accounts, blockchain accounts and wallets; (G) trade secrets; and (H) moral rights, and with respect to each of the foregoing, “Intellectual Property” includes all past and present claims, causes of action and defenses relating to the enforcement of any of the foregoing. For purposes of this Subsection 4(j) and Subsection 5(j), “Principal Countries” refers to United States and Mexico.

(ii) Part 1 of Exhibit A contains a complete and correct list of all Intellectual Property that is related to, used in, held for use in connection with, and necessary for the conduct of, or otherwise material to the Business of EZ and ME, with an indication of which Seller holds title to such Intellectual Property. If any Intellectual Property that is material to EZ and/or ME’s Business is not assigned to the applicable Buyer at Closing, such Intellectual Property is deemed to constitute a part of the Purchased Assets and will be promptly assigned by the applicable Seller to such Buyer following the Closing.

(iii) All of EZ and ME’s Intellectual Property, whether registered or unregistered, is valid, subsisting, and enforceable. EZ and ME own full right, title, and interest, free and clear of all Encumbrances (other than Permitted Encumbrances), in and to the Intellectual Property listed for each such Seller. Except as disclosed on Schedule 4(j)(iii), neither the EZ nor ME Intellectual Property, nor EZ and/or ME’s use thereof, to their Knowledge, has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any trademark, service mark, and trade name, or other intellectual property or proprietary right of any third party, and except as disclosed on Schedule 4(j)(iii), EZ and ME have not received any written charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that such Seller must license or refrain from using any intellectual property rights of any third party).

(iv) To EZ and ME’s Knowledge, except as disclosed on Schedule 4(j)(iv), no third party has materially interfered with, infringed upon, misappropriated, or otherwise come into conflict with EZ and/or ME’s rights with respect to their Intellectual Property. Buyers acknowledge and agree that there are or may have been various cease and desist letters sent by EZ and/or ME in the normal course of business. For the avoidance of doubt, except as disclosed on Schedule 4(j)(iv), EZ and ME, jointly and severally, represent and warrant that: (A) the EZ and ME Intellectual Property is not subject to any outstanding injunction, judgment, order, decree, ruling or charge; (B) no action, suit or proceeding, hearing, investigation, charge, complaint, claim or demand, is pending or threatened that challenges the legality, validity, enforceability, use or ownership of their Intellectual Property, and there are no grounds for the same in the Principal Countries; (C) no loss or expiration of their Intellectual Property is pending, or threatened or reasonably foreseeable; and (D) other than the Purchase Price payable to the Sellers hereunder, the Sellers are not, and the Buyers will not be obligated to, pay any amount to any other person in order for either Buyer to use EZ and ME’s Intellectual Property following the Closing, whether as a royalty, license fee, or otherwise. To EZ’s and ME’s Knowledge, EZ and ME have complied in all material respects with and are presently in compliance in all material respects with each Governmental Authority in the Principal Countries relating to each Seller’s use of the Intellectual Property.

(v) Except as identified on Schedule 4(j)(v), EZ and ME have not granted any license, sublicense, agreement, or permission to any third party relating to their Intellectual Property. Each item of Intellectual Property owned by EZ and ME immediately prior to the Closing will be owned and available for use by the applicable Buyer on identical terms and conditions immediately subsequent to the Closing. EZ and ME have taken all necessary action in the Principal Countries to maintain and protect all items of their Intellectual Property. EZ and ME’s Intellectual Property that is reflected as registered on Exhibit A, Part 1 (A), has been duly registered and maintained with, filed in or issued by, as the case may be, the United States Patent and Trademark Office, United States Copyright Office, or other Governmental Authority in the territories reflected on Exhibit A, Part 1 (A). EZ and ME have taken such other actions in the Principal Countries to ensure that such registrations, filings and issuances and other actions provide full

protection and remain in full force and effect under any applicable laws or regulations. EZ and ME have to their Knowledge delivered to the applicable Buyer sufficient documentation for each unregistered item of their Intellectual Property to allow such Buyer to obtain registration of such item and for each registered item of their Intellectual Property to allow such Buyer to renew such registration. EZ and ME have delivered to the applicable Buyer information sufficient to identify their Intellectual Property, have made available to such Buyer information sufficient to identify ownership of each item, and have listed the attorney of record name and contact information for each pending application and registration.

(vi) Schedule 4(j)(vi) identifies any Intellectual Property that is owned by a third party and that EZ and/or ME uses in connection with their Business under any valid and enforceable license, sublicense, agreement, or permission covering the item. Each Seller has delivered to the applicable Buyer correct and complete copies of all licenses, sublicenses, agreements, and permissions covering these items (as amended to date). Each such license, sublicense, agreement, or permission is legal, valid, binding, enforceable, and in full force and effect and will be legal, valid, binding, enforceable, and in full force and effect on identical terms following Closing and EZ and ME are not in breach of or default under any such license, sublicense, agreement, or permission.

(k) Compliance with Laws. EZ and ME are, and have been, to such Seller's Knowledge, in compliance in all material respects with all applicable laws with respect to their Purchased Assets and the business as conducted by such Seller through the Closing, and have not received any written or oral notice that any violation of the foregoing is being alleged, and no information that would reasonably lead to such non-compliance.

(l) No Legal Bar. EZ and ME are not prohibited by any order, writ, injunction or decree of any court of competent jurisdiction from performing its obligations under this Agreement, and no action or proceeding is pending against EZ and ME in which the validity of this Agreement, the transaction contemplated hereby, or any action which has been taken by the parties hereto in connection herewith or in connection with any of the transaction contemplated hereby, is at issue.

(m) Intentionally Omitted.

(n) Excluded Liabilities. EZ and ME represent and warrant that the Assumed Liabilities described on Exhibit C hereto are the exclusive Liabilities of any Seller that either Buyer will assume at the Closing, except as otherwise set forth herein.

(o) Financial Statements.

(i) Schedule 4(o) contains true, correct and complete copies of: (i) the unaudited interim Balance Sheets and Profits & Loss statements of ME and EZ at December 31, 2021 and at March 31, 2022 (the "Financial Statements"); (ii) the EZ 2021 Cash Transaction Report; and (iii) the Report on EZ Ticket Sales (from calendar years, 2019 and 2021), each of which shall have been made available to the Buyers in the virtual data room prior to the Closing.

(ii) The Financial Statements were accounted for in accordance with the Sellers' customary policies and internal controls, consistently applied.

(p) No Subsidiaries. EZ and ME represent and warrant that they (i) do not have, and have never had, any subsidiaries, and (ii) do not own or hold, and have never owned or held, the right to acquire, directly or indirectly, any interest in any other corporation, partnership, limited liability company, association, sole proprietorship or other entity.

(q) Loan Grants. As of the Closing, EZ and ME shall not have any Liabilities to any creditors, and there is no property or other collateral, directly or indirectly, of EZ and ME, that is subject to any security interest, relating to the United States Shuttered Venue Operators Grants loan program.

(r) Intentionally Omitted.

(s) Correspondence with Government Authorities. EZ and ME have disclosed all material correspondence between EZ and/or ME and all applicable Governmental Authorities during the trailing three (3) years prior to the Closing. Neither EZ nor ME have had any legal or regulatory issue with any Governmental Authority (including liquor control authorities) during such period.

(t) Purchase Price Allocation. The allocation of the Purchased Assets as allocated among EZ and ME, as set forth on Exhibit B hereto, is true and accurate.

(u) No Other Representations and Warranties. The representations and warranties expressly set forth in this Section 4 and in any other Seller Closing Deliveries related to EZ and/or ME are the exclusive representations and warranties made by EZ and ME with respect to each Seller and the Purchased Assets in connection with the transaction contemplated by this Agreement. EZ and ME disclaim any other representations or warranties, express or implied, at law or in equity, in respect of each Seller and their Purchased Assets in connection with the transaction contemplated by this Agreement. Except for the express representations and warranties made in this Section 4 (as qualified by any exhibits and disclosure schedules hereto) and the Seller Closing Deliveries related to EZ and/or ME, EZ and ME make no other representations or warranties to the Buyers with respect to each Seller or their Purchased Assets, including any warranty of merchantability, non-infringement, suitability, fitness for a particular purpose or quality with respect to any of the tangible assets of each Seller or as to the condition or workmanship thereof or the absence of any defects therein, and, except as otherwise expressly set forth in this Section 4 or the Seller Closing Deliveries related to EZ and ME, EZ and ME specifically disclaim any representations or warranties of any kind or nature, express or implied, concerning any pro-forma or future revenues, costs, expenditures, cash flow, results of operations, financial condition or prospects of their Purchased Assets from and after the Closing or that may result from the ownership or operation of their Purchased Assets from and after the Closing.

5. Representations and Warranties of SFXE. To induce the Buyers to enter into this Agreement and to consummate the transaction contemplated hereby, SFXE hereby represents and warrants to the Buyers as of the Effective Date that:

(a) Authority. SFXE has full power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby. This Agreement has been approved by SFXE in accordance with applicable law and has been duly authorized, executed, and delivered by such Seller. This Agreement constitutes the valid and binding obligation of SFXE enforceable against it in accordance with its terms, except as limited by the Enforceability Exceptions.

(b) No Violation. The execution and delivery by SFXE of this Agreement does not, and performance by SFXE of its respective obligations hereunder, and compliance by SFXE with the terms hereof, will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or be void or unenforceable under, or give rise to a right of termination, loss of rights, adverse modification of provisions, cancellation or acceleration of any obligation under, or result in the creation of any Lien upon any of its allotted Purchased Assets under any provision of:

(i) any indenture, mortgage, deed of trust, or other material agreement or instrument to which SFXE is a party, and will not constitute an event that

with the lapse of time or action by a third party could result in any default under any of the foregoing, or result in the creation of any lien, charge, encumbrance or security interest upon SFXE's Purchased Assets;

- (ii) the certificate of formation, operating agreement, or equivalent organizational documents of SFXE;
- (iii) any Law, regulation or rule applicable to SFXE or to its allocated Purchased Assets;
- (iv) any Contract, or any License, franchise or permit, or any order, writ, injunction, decree, or notice applicable to SFXE;
- (v) any order or any Consent by any Governmental Authority by which SFXE is bound; or
- (vi) constitute an act of bankruptcy, fraudulent preference, insolvency or fraudulent conveyance under any bankruptcy law or other applicable Law for the protection of debtors or creditors.

(c) Governmental Authorities; Consents. SFXE is not required to submit any notice, report or other filing with any Governmental Authority in connection with the execution, delivery or performance by it of this Agreement. No approval, authorization or consent of, filing with, notification to, or granting or issuance of any license, order, waiver or License by any third party or Governmental Authority is required to be obtained or made by or with respect to SFXE in connection with the execution, delivery and performance of this Agreement.

(d) Brokers. SFXE has not employed any broker, agent, or finder in connection with any transaction contemplated by this Agreement for which either Buyer may be liable or responsible to pay.

(e) Title to the Purchased Assets; Encumbrances. SFXE has, and at the Closing shall deliver to the applicable Buyer, good and marketable title to the Purchased Assets allocated to SFXE, free and clear of any Encumbrances, other than statutory Encumbrances for taxes not yet due and payable (*provided, however*, that SFXE shall be responsible for any and all Permitted Encumbrances).

(f) Organization, Good Standing and Power. SFXE is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite power and authority in all applicable jurisdictions to carry on its business as presently conducted and as presently proposed to be conducted.

(g) Contracts. Each contract or agreement (whether verbal or written) to which SFXE is a party and included within the Purchased Assets is legal, valid, binding, and enforceable (except as limited by the Enforceability Exceptions) against SFXE, and is in full force and effect and will continue to be legal, valid, binding and enforceable (except as limited by the Enforceability Exceptions) against SFXE following the consummation of the transaction contemplated hereby, except as set forth on Schedule 5(g). With respect to each such contract or agreement, there exists no (i) violation, breach, default or event of default by SFXE based on SFXE's Knowledge, or any other party to any such contract or agreement with respect to any term or provision thereof, or (ii) event, occurrence, condition or act that has occurred (including the consummation of the transaction contemplated hereby) that, with the giving of notice, the lapse of time or both, would become a violation, breach, default or event of default by SFXE or, to SFXE's Knowledge, any other party thereto, with respect to any term or provision of any such contract or agreement,

or would permit termination, modification or acceleration under such contract or agreement. SFXE has not received written or oral notice from any counterparty to any such contract or agreement of such party's intent to terminate or not renew such contract or agreement.

(h) Litigation. There is no pending or, to SFXE's Knowledge, threatened claim, action or proceeding against SFXE, at law or in equity before either governmental authority which challenges the validity of this Agreement or which would individually or in the aggregate reasonably be expected to be material to either Buyer's ability to consummate the transaction contemplated hereby; *provided, however*, that Schedule 5(h) sets forth a true and complete list of all Proceedings pending or, to SFXE's Knowledge, threatened against SFXE's respective Purchased Assets or against SFXE, or, to SFXE's Knowledge, against any officer, director, manager or employee of SFXE before or by any Governmental Authority. Except as set forth on Schedule 5(h), to SFXE's Knowledge, there is no basis upon which any such Proceeding could be initiated, and SFXE is not subject, and the Purchased Assets are not bound by, any outstanding orders, judgments, injunction, settlement or decrees of any Governmental Authority.

(i) Tax Returns. SFXE has complied in all material respects with all laws relating to taxes, has timely filed or caused to be timely filed with the appropriate taxing authorities all Tax Returns that are required to be filed by it or that are required to be filed with respect to its Business, and such Tax Returns are true, correct and complete in all material respects. All taxes due and payable by SFXE on or prior to the Effective Date (after accounting for any applicable extensions) have been paid in full.

(j) Intellectual Property.

(i) Part 1 of Exhibit A contains a complete and correct list of all SFXE Intellectual Property that is related to, used in, held for use in connection with, and necessary for the conduct of, or otherwise material to the Business of EZ and ME. If any Intellectual Property that is material to such Business is not assigned to the applicable Buyer at Closing, such Intellectual Property is deemed to constitute a part of the Purchased Assets and will be promptly assigned by SFXE to such Buyer following the Closing.

(ii) All SFXE Intellectual Property, whether registered or unregistered, is valid, subsisting, and enforceable. SFXE owns full right, title, and interest, free and clear of all Encumbrances (other than Permitted Encumbrances), in and to the Intellectual Property listed for SFXE. Except as disclosed on Schedule 5(j)(ii), neither SFXE's Intellectual Property, nor SFXE's use thereof, to SFXE's Knowledge, has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any trademark, service mark, and trade name, or other intellectual property or proprietary right of any third party, and except as disclosed on Schedule 5(j)(ii), SFXE has not received any written charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that SFXE must license or refrain from using any intellectual property rights of any third party).

(iii) To SFXE's Knowledge, except as disclosed on Schedule 5(j)(iii), no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with SFXE's rights with respect to the Intellectual Property allocated to SFXE. Buyers acknowledge and agree that there are or may have been various cease and desist letters sent by SFXE in the normal course of business. For the avoidance of doubt, except as disclosed on Schedule 5(j)(iii), SFXE represents and warrants, as to the Intellectual Property allocated to it, that: (A) the SFXE Intellectual Property is not subject to any outstanding injunction, judgment, order, decree, ruling or charge; (B) no action, suit or proceeding, hearing, investigation, charge, complaint, claim or demand, is pending or threatened that challenges the legality, validity, enforceability, use or ownership of the SFXE Intellectual Property, and to SFXE's Knowledge, there are no grounds for the same in the Principal Countries; (C) no loss or expiration of the SFXE

Intellectual Property is pending, or threatened or reasonably foreseeable; and (D) other than the Purchase Price payable to SFXE hereunder, SFXE is not, and the Buyers will not be obligated to, pay any amount to any other person in order for either Buyer to use such SFXE Intellectual Property following the Closing, whether as a royalty, license fee, or otherwise. To SFXE's Knowledge, SFXE has complied in all material respects with and is presently in compliance in all material respects with each Governmental Authority in the Principal Countries relating to SFXE's use of its Intellectual Property.

(iv) Except as identified on Schedule 5(j)(iv), SFXE has not granted any license, sublicense, agreement, or permission to any third party relating to SFXE's Intellectual Property. Each item of Intellectual Property allocated to SFXE immediately prior to the Closing will be owned and available for use by the applicable Buyer on identical terms and conditions immediately subsequent to the Closing. SFXE has taken all necessary action in the Principal Countries to maintain and protect all items of its Intellectual Property. The SFXE Intellectual Property that is reflected as registered on Exhibit A, Part 1 (A) has been duly registered and maintained with, filed in or issued by, as the case may be, the United States Patent and Trademark Office, United States Copyright Office, or other Governmental Authority in the territories reflected on Exhibit A, Part 1 (A). SFXE has taken such other actions in the Principal Countries to ensure that such registrations, filings and issuances and other actions provide full protection and remain in full force and effect under any applicable laws or regulations. SFXE has delivered to the applicable Buyer sufficient documentation for each unregistered item of SFXE's Intellectual Property to allow such Buyer to obtain registration of such item and for each registered item of such Intellectual Property to allow such Buyer to renew such registration. SFXE has delivered to the applicable Buyer information sufficient to identify SFXE's Intellectual Property, has made available to such Buyer information sufficient to identify ownership of each item, and has listed the attorney of record name and contact information for each pending application and registration.

(v) Schedule 5(j)(v) identifies any of the Intellectual Property that is owned by a third party and that SFXE uses in connection with EZ and/or ME's Business under any valid and enforceable license, sublicense, agreement, or permission covering the item. SFXE has delivered to the applicable Buyer correct and complete copies of all licenses, sublicenses, agreements, and permissions covering these items (as amended to date). Each such license, sublicense, agreement, or permission is legal, valid, binding, enforceable, and in full force and effect and will be legal, valid, binding, enforceable, and in full force and effect on identical terms following Closing and SFXE is not in breach of or default under any such license, sublicense, agreement, or permission.

(k) Compliance with Laws. SFXE is, and has been, to SFXE's Knowledge, in compliance in all material respects with all applicable laws with respect to its allocated Purchased Assets and the business as conducted by SFXE through the Closing, and has not received any written or oral notice that any violation of the foregoing is being alleged, and no information that would reasonably lead to such non-compliance.

(l) No Legal Bar. SFXE is not prohibited by any order, writ, injunction or decree of any court of competent jurisdiction from performing its obligations under this Agreement, and no action or proceeding is pending against SFXE in which the validity of this Agreement, the transaction contemplated hereby, or any action which has been taken by the parties hereto in connection herewith or in connection with any of the transaction contemplated hereby, is at issue.

(m) Intentionally Omitted.

(n) Excluded Liabilities. SFXE represents and warrants that the Assumed Liabilities of SFXE described on Exhibit C hereto are the exclusive Liabilities of SFXE that either Buyer will assume at the Closing, except as otherwise set forth herein.

(o) No Subsidiaries. SFXE represents and warrants that it (i) does not have, and has never had, any subsidiaries, and (ii) does not own or hold, and has never owned or held, the right to acquire, directly or indirectly, any interest in any other corporation, partnership, limited liability company, association, sole proprietorship or other entity.

(p) Loan Grants. As of the Closing, SFXE shall have no Liabilities to any creditors, and there is no property or other collateral, directly or indirectly, of SFXE, that is subject to any security interest, relating to the United States Shuttered Venue Operators Grants loan program.

(q) Intentionally Omitted.

(r) Correspondence with Government Authorities. SFXE has disclosed all material correspondence between SFXE and all applicable Governmental Authorities during the trailing three (3) years prior to the Closing. SFXE has had no legal or regulatory issue with any Governmental Authority (including liquor control authorities) during such period.

(s) No Other Representations and Warranties. The representations and warranties expressly set forth in this Sections 5 and in any other Seller Closing Deliveries to be made by SFXE hereunder are the exclusive representations and warranties made by SFXE with respect to SFXE and its allocated Purchased Assets in connection with the transaction contemplated by this Agreement. SFXE disclaims any other representations or warranties, express or implied, at law or in equity, in respect of SFXE and such Purchased Assets in connection with the transaction contemplated by this Agreement. Except for the express representations and warranties made in this Section 5 (as qualified by any exhibits and disclosure schedules hereto) and the Seller Closing Deliveries to be made by SFXE hereunder, SFXE makes no other representations or warranties to the Buyers with respect to SFXE or such Purchased Assets, including any warranty of merchantability, non-infringement, suitability, fitness for a particular purpose or quality with respect to any of the tangible assets of SFXE or as to the condition or workmanship thereof or the absence of any defects therein.

6. Representations and Warranties of the Buyers. The Buyers hereby represent and warrant to the Sellers as of the Effective Date that:

(a) Authority. Each Buyer has full power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby. This Agreement has been approved by each Buyer in accordance with applicable law and has been duly authorized, executed, and delivered by each Buyer. This Agreement constitutes the valid and binding obligation of each Buyer enforceable against it in accordance with its terms, except as limited by the Enforceability Exceptions.

(b) No Violation. The consummation of the purchase and sale of the Purchased Assets to be sold by each Seller to each Buyer pursuant to this Agreement, in each case in accordance with the terms, conditions, and provisions hereof and thereof will not be in conflict with, or result in a breach of, any term, condition, or provision of, or constitute a default under, any indenture, mortgage, deed of trust, or other material agreement or instrument to which either Buyer is a party, and will not constitute an event that with the lapse of time or action by a third party could result in any default under any of the foregoing, or result in the creation of any lien, charge, encumbrance or security interest upon the Purchased Assets. Neither the execution and delivery by either Buyer of this Agreement nor the consummation by either Buyer of the transaction contemplated hereby will violate any statute or law or any judgment, decree, order, writ, injunction, regulation or rule of any court or Governmental Authority. No consent, approval, license, permit, authorization, or order of any person or entity or Governmental Authority is required in connection with the execution and delivery of this Agreement by either Buyer or the consummation by either Buyer of

the transaction contemplated hereby, except as will be delivered to the Sellers at the Closing pursuant to Section 3(b) above.

(c) Brokers. Neither Buyer has employed any broker, agent, or finder in connection with any transaction contemplated by this Agreement for which any Seller may be liable or responsible to pay.

(d) Organization, Good Standing and Power.

(i) EZ Newco is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite power and authority to carry on its business as presently conducted and as presently proposed to be conducted.

(ii) ME Newco is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite power and authority to carry on its business as presently conducted and as presently proposed to be conducted.

(e) No Legal Bar. Neither Buyer is prohibited by any order, writ, injunction or decree of any court of competent jurisdiction from performing its obligations under this Agreement, and no action or proceeding is pending against either Buyer in which the validity of this Agreement, the transaction contemplated hereby, or any action which has been taken by the parties hereto in connection herewith or in connection with any of the transaction contemplated hereby, is at issue.

(f) Acknowledgment by the Buyers. Each Buyer acknowledges and agrees that it has conducted its own independent review and analysis of, and, based thereon and the representations and warranties of the Sellers in this Agreement (including the exhibits and disclosure schedules hereto) and any other Seller Closing Deliveries, has formed an independent judgment concerning the Sellers and the Purchased Assets. Each Buyer represents and warrants to the Sellers that such Buyer is not relying on, and hereby expressly disclaims reliance upon, any statement or representation by any Seller or its respective managers, members, officers, employees, consultants, counsel, accountants, and other agents, other than those expressly set forth in this Agreement (including the exhibits and disclosure schedules hereto) and the other Seller Closing Deliveries. The Sellers hereby acknowledge that the Buyers have entered into this Agreement and the transactions contemplated herein in express reliance upon the representations and warranties of the Sellers made in this Agreement.

7. Certain Covenants.

(a) Confidential Information. The Parties acknowledge that the terms of this Agreement and any oral or written information exchanged between or among the Parties in connection with the contemplated transaction or preparation and performance this Agreement are regarded as Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Subject to the right of each Buyer to conduct the ongoing Business previously conducted by the respective Seller, each Party shall maintain the confidentiality of all such Confidential Information, and without obtaining the written consent of any other Party, it shall not disclose any relevant Confidential Information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the Receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the

court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, members, investors, legal counsels, or financial advisors regarding the transaction contemplated hereunder, *provided* that such shareholders, investors, legal counsels, or financial advisors shall be bound by the confidentiality obligations set forth in this Section 7(a). Disclosure of any Confidential Information by the staff members or agencies hired by any Party shall be deemed disclosure of such Confidential Information by such Party, which Party shall be held liable for any breach of this Agreement. This Section 7(a) shall survive the termination of this Agreement for any reason.

(b) Public Announcements. Unless otherwise required by applicable law (based upon the advice of counsel), no Party to this Agreement shall make any public announcements or otherwise communicate with any news media in respect of this Agreement or the transaction contemplated hereby without the prior written consent of the other Parties (which consent shall not be unreasonably withheld, conditioned or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement.

(c) Non-Disparagement. Each Party agrees that it shall not, nor shall any of its respective officers, directors, employees, representatives, or agents, make any public verbal or written statements that are intended to damage or impair the reputation or value of any other Party, its related or affiliate companies, their respective officers, directors, members, managers, shareholders, or employees, or would lead to or reasonably be expected to lead to unwanted or unfavorable publicity of such parties, except in connection with (i) testimony in connection with a legal proceeding in which such person is under oath or responding to a subpoena or is otherwise required by law to cooperate with a governmental authority or (ii) providing evidence to defend any claims, or to enforce or otherwise exercise such person's rights, relating to this Agreement or any other agreement, document or instrument contemplated hereby or the contemplated transaction hereunder and thereunder.

(d) Taxes. The Parties agree that all transfer taxes levied pursuant to this transaction, if any, shall be the obligation of the Sellers, on the one hand, and of the Buyers, on the other hand, in equal shares. Notwithstanding the aforesaid, the Parties agree that all taxes levied against any Party pursuant to this transaction that are calculated based on such Party's income shall be the sole and exclusive responsibility of the Party levied with such tax.

(e) Social Media Accounts. The respective Sellers shall deliver to the Buyers at Closing all codes and other information necessary or advisable in order for each Buyer to have full access to, and make full use of, each Seller's social media accounts.

(f) Change of Limited Liability Company Name. No later than five (5) days after the Closing, EZ and ME shall each file all required documentation in each jurisdiction where it is registered to do business to change its respective company name so as not to include the words or phrase, "EZ", "EZ Festival", "EZOO", "Made", "Made Event", "Sunday School" or otherwise violate or create confusion regarding any of the Purchased Assets.

(g) Questions and Referrals. Each Seller agrees that, following the Closing, it will refer any questions, inquiries or proposals it receives from any third party, including without limitation questions or inquiries relating to such Seller's business, including regarding Electric Zoo events, to EZ Newco.

(h) Wrong Pockets. If at any time after the Closing, any Party becomes aware that any of the Purchased Assets held by any Seller should have been transferred to either Buyer pursuant to the terms of this Agreement (or to the purposes and intent of this Agreement), then such Seller shall notify such Buyer, or the applicable Buyer shall notify such Seller, as applicable, and, if such Buyer elects, (i) such Seller shall promptly transfer such asset, property, License, Contract or right, as applicable, to such Buyer

and (ii) such Buyer shall promptly assume or cause it affiliate(s) to assume such asset for no additional consideration and at such Seller's expense.

(i) Further Assurances. Following the Closing, each of the Parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required or advisable to carry out the provisions hereof and to give effect to the transactions contemplated by this Agreement.

(j) Non-Compete Agreement. Upon the Closing, LiveStyle is entering into a Non-Compete Agreement, for itself and on behalf of EZ and ME, with the Buyers, substantially in the form of Exhibit M hereto, which provides for a two (2) year period during which LiveStyle agrees not to compete, directly or indirectly, in the live electronic music event business in the Greater New York City Area, beginning on the date of Closing; *provided, however*, it is acknowledged and agreed by the Buyers that any unrelated successor in interest or acquirer of companies and/or assets owned by LiveStyle shall not be subject hereto, unless such successor or acquirer shall have entered into non-competition agreements or understandings with LiveStyle, in which event Buyers shall succeed to such agreements, and LiveStyle or its applicable Affiliate agrees to assist in enforcing such provisions on behalf of the Buyers and at the Buyers' expense. Moreover, as to the Non-Compete Agreement with LiveStyle, the Buyers acknowledge that, in the event that, following a default by the parties to any acquisition agreement pursuant to which LiveStyle reacquires a previously sold business, such Non-Compete Agreement shall, on notice to the Buyers, be treated as an exception to the terms of such Agreement other than the agreement not to compete in the live electronic music event business in the Greater New York City Area during the two (2) year term of the Non-Compete Agreement.

(k) Domain Name Transfers. LiveStyle acknowledges that it or one of its affiliates is the registrant and/or owner of certain of the domain names described on Exhibit A hereto. LiveStyle covenants and agrees promptly to cause the transfer of each such domain name to one of the Buyers, as notified by the Buyers.

8. Indemnification.

(a) The Parties hereto agree that each Buyer, each Buyer's affiliates and its and their successors and assigns, and their respective officers, directors, managers, partners, shareholders, members, employees, contractors, consultants, affiliates, agents, attorneys, representatives, subsidiaries, parents, predecessors, successors, heirs and assigns (each, a "Buyer Indemnitee") shall be indemnified by the Sellers in the manner set forth below:

- (i) EZ and ME, jointly and severally, hereby agree to indemnify, defend, and hold harmless each Buyer Indemnitee from and against all demands, claims, actions, or causes of action, assessments, losses, taxes, damages, Liabilities, costs, and expenses, including, without limitation, interest, penalties, and reasonable attorneys' fees and expenses and costs of investigation (collectively, "Damages"), asserted against, assessed upon, resulting to, imposed upon, or incurred by a Buyer Indemnitee, as such Damages are incurred, by reason of or resulting from: (1) the inaccuracy or breach of any representation, warranty of EZ and/or ME contained in or made pursuant to this Agreement, including the related exhibits hereto, or any facts or circumstances constituting such a breach; (2) the breach of any covenant, obligation, or agreement of EZ and/or ME contained in or made pursuant to this Agreement, including the related exhibits hereto, or any facts or circumstances constituting such a breach; and (3) all taxes

attributable to EZ and/or ME and the operation of its business prior to Closing.

- (ii) SFXE hereby agrees to indemnify, defend, and hold harmless each Buyer Indemnitee from and against all Damages, asserted against, assessed upon, resulting to, imposed upon, or incurred by a Buyer Indemnitee, as such Damages are incurred, by reason of or resulting from: (1) the inaccuracy or breach of any representation, warranty of SFXE contained in or made pursuant to this Agreement, including the related exhibits hereto, or any facts or circumstances constituting such a breach; (2) the breach of any covenant, obligation, or agreement of SFXE contained in or made pursuant to this Agreement, including the related exhibits hereto, or any facts or circumstances constituting such a breach; and (3) all taxes attributable to SFXE and the operation of its business prior to Closing.

(b) The Buyers hereby agrees to indemnify, defend, and hold harmless each Seller, each Seller's affiliates and successors and assigns, and its and their respective officers, directors, managers, partners, shareholders, members, employees, contractors, consultants, affiliates, agents, attorneys, representatives, subsidiaries, parents, predecessors, successors, heirs and assigns (each, a "Seller Indemnitee") from and against all Damages asserted against, assessed upon, resulting to, imposed upon, or incurred by a Seller Indemnitee, as such Damages are incurred, by reason of or resulting from: (i) the inaccuracy or breach of any representation, warranty of the Buyers contained in or made pursuant to this Agreement, including the exhibits hereto, or any facts or circumstances constituting such a breach; or (ii) the breach of any covenant, obligation, or agreement of the Buyers contained in or made pursuant to this Agreement, including the exhibits hereto, or any facts or circumstances constituting such a breach.

(c) Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification (the "Indemnified Party") shall promptly provide written notice of such claim to the other Party (the "Indemnifying Party"). Notwithstanding the foregoing, no delay on the part of an Indemnified Party in notifying the Indemnifying Party under this Section 8 will relieve the Indemnified Party from any liability hereunder, except to the extent that such Indemnified Party is actually prejudiced by the delay. In connection with any claim giving rise to indemnity hereunder by a person or entity who is not a Party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such claim with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such claim, with its counsel and at its own cost and expense. If the Indemnifying Party does not promptly assume the defense of any such claim, the Indemnified Party may, but shall not be obligated to, defend against such claim in such manner as it may deem appropriate, including settling such claim, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate, and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein, *provided* with respect to any Damages resulting therefrom. The Indemnifying Party shall not settle any third-party claim without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed), but such consent shall only be required if (1) the settlement does not completely and unconditionally release the Indemnified Party from all Damages with respect to such third-party claim, (2) the settlement contains any admissions of wrongdoing by the Indemnified Party, (3) the settlement imposes injunctive or other equitable relief against the Indemnified Party or any covenants or other restrictions affecting the Indemnified Party's future activities, or (4) the settlement encumbers any of the assets of any Indemnified Party or requires any payment of monetary Damages by the Indemnified Party (other than monetary Damages to be paid by the Indemnifying Party hereunder).

(d) Notwithstanding any provision of this Agreement or any Seller Closing Deliveries or Buyer Closing Deliveries to the contrary, no claims or causes of action arising out of or related to the transactions contemplated by this Agreement or any other Seller Closing Deliveries or Buyer Closing Deliveries may be recovered by any Indemnified Party from any Indemnifying Party for either (i) punitive, exemplary, or speculative Damages, or (ii) consequential, incidental or indirect Damages, including, but not limited to, diminution in value, loss of profits or similar types of Damages, except in each case insofar as the Indemnified Party seeking indemnification therefor shall have paid, or been determined by a final, non-appealable judgment entered by a court of competent jurisdiction to be liable to pay, such Damages to an unaffiliated third-party as a result of a third-party claim, or in the event that such Damages are determined to have been the result of fraud by the Indemnifying Party.

(e) To the extent any Damages of an Indemnified Party are reduced by (i) receipt of payment (net of any taxes imposed on the receipt or accrual of such payment) under third-party provider insurance policies which are not subject to retroactive adjustment or other reimbursement to the insurer, but after subtracting any directly related increase in insurance premium in respect of such payment, (ii) receipt of payment from third parties not affiliated with the Indemnified Party (net of any taxes imposed on the receipt or accrual of such payment) or (iii) any tax savings (whether by refund, overpayment, credit or reduction in taxes otherwise payable) realized by the Indemnified Party in connection with such Damages within 24 months of the date on which the events underlying such Damages occurred, such payments or savings (in each case net of the reasonable expenses of securing such payments or savings) shall be credited against such Damages and, if indemnification payments shall have been received prior to the collection of such proceeds or realization of any tax savings described in clause (iii) above, the Indemnified Party shall refund to the Indemnifying Party the amount by which the total amount received or realized by the Indemnified Party in respect of such Damages (including from the Indemnifying Party, any insurance policy, any other person or entity or any tax savings described in clause (iii) above) exceeds the total amount of the Damages suffered by Indemnified Party and the expenses incurred by Indemnified Party in collecting such amounts. Each Indemnified Party shall use commercially reasonable and diligent efforts to mitigate any Damage for which it could be entitled to indemnification under this Section 8, and to realize any tax savings in connection with any Damage, upon becoming aware of any event which would reasonably be expected to, or does, give rise thereto, including incurring costs only to the extent necessary to remedy the breach which gives rise to the Damage.

(f) Notwithstanding any provision of this Agreement or any Seller Closing Deliveries or Buyer Closing Deliveries to the contrary, the indemnification obligations of the Parties hereto under this Section 8 will be subject to the following terms and conditions:

(i) No indemnification will be payable by the Sellers pursuant to Section 8(a) with respect to claims that are first made following the date that is eighteen (18) months after the Closing, except as to claims for unpaid Taxes, as to which such date shall be the applicable Statute of Limitations relating to the applicable Tax Return plus three months. If a written demand has been made prior to such date by a Party hereto to another Party hereto in accordance with Section 8(c), then the relevant representations and warranties will survive solely as to the claim or claims asserted in such demand until the claim has been finally resolved. No Indemnified Party may agree to any extension or waiver of the statute of limitations with respect to any third-party claim to which it may be entitled to indemnification hereunder without the Indemnifying Party's prior written consent, not to be unreasonably withheld, delayed or conditioned.

(ii) Notwithstanding anything to the contrary in this Agreement, no Damages will be paid pursuant to Section 8(a)(i) or Section 8(a)(ii) unless and until the aggregate claims for Damages exceed \$50,000.00 (the "Basket"), after which the Indemnifying Party(ies) seeking indemnification hereunder will be entitled to all Damages in excess of the Basket. In no event shall the Sellers be obligated

to indemnify the Buyer Indemnitees for claims brought pursuant to Section 8(a)(i) or Section 8(a)(ii) for Damages in excess of \$450,000.00 (the “Indemnity Cap”); *provided*, that notwithstanding anything to the contrary contained herein, the Indemnity Cap and Basket terms set forth in this Section 8(f)(ii) shall not be applicable with respect to any claims for indemnification under this Agreement by any Buyer related to Section 4(a), Section 4(f), Section 5(a), and Section 5(f); *provided*, further, that notwithstanding the foregoing clause and anything to the contrary contained herein, the indemnity obligations of the Sellers under this Agreement shall in no event exceed the Purchase Price.

(g) Notwithstanding any other provision of this Agreement or any Seller Closing Deliveries or Buyer Closing Deliveries to the contrary, except for injunctive or other equitable relief and except for a claim for fraud, after the Closing indemnification pursuant to the provisions of this Section 8 will be the sole and exclusive remedy of the Parties hereto for any inaccuracy or breach of any representation, warranty, covenant or other provision contained in this Agreement or any other Seller Closing Deliveries or Buyer Closing Deliveries.

(h) Each Party shall use commercially reasonable efforts to mitigate its Damages (including, to the extent consistent with sound business judgment, incurring costs only to the extent necessary or advisable to remedy the breach which gives rise to the Damages) upon becoming aware of any event which would reasonably be expected to, or does, give rise thereto.

(i) Except with respect to (a) claims for Damages arising from fraud, criminal activity, or willful misconduct, and (b) claims for specific performance, injunctive relief or other equitable relief, claims for indemnification pursuant to this Section 8 shall be the sole and exclusive remedy of the Parties for any Damages arising out of any misrepresentation or breach of the representations, warranties, covenants or agreements contained in this Agreement.

9. Guaranty.

(a) LiveStyle hereby agrees to guarantee the obligations of each Seller arising pursuant this Agreement, all as substantially set forth in the form of LiveStyle Guaranty attached hereto as Exhibit N (the “LiveStyle Guaranty”).

(b) AGDP hereby agrees to guarantee the obligations of each Buyer arising pursuant this Agreement, all as substantially set forth in the form of AGDP Guaranty attached hereto as Exhibit W (the “AGDP Guaranty”).

10. Cash True-Up. Since the transactions contemplated herein are deemed to be effective as of the Closing, there may be (i) certain payments made by the respective Sellers with respect to their respective Business and certain amounts received by the Sellers with respect to such Business which should have been made and/or received by an affiliate of either Buyer and (ii) certain payments made by an affiliate of either Buyer with respect to such Business and certain amounts received by an affiliate of either Buyer with respect to such Business or the Sellers’ respective businesses which should have been made or received by the Sellers. Accordingly, the Buyers and the Sellers shall, as soon as practicable but in no event later than thirty (30) calendar days following the Closing, true-up such payments and receipts in accordance with the normal and customary settlement procedures of the Sellers, with the applicable Party (Seller or Buyer) making net adjustment payments as necessary to effect the true-up and give effect to the transfer of the Purchased Assets at the Effective Date.

11. Definitions.

“Consent” means any consent, approval or authorization required to be obtained from any Person, including any Governmental Authority, or under any Law.

“Contract(s)” means all contracts, Leases, licenses, instruments, notes, plans, undertakings, commitments, indentures, joint ventures and all other agreements and legally binding arrangements, whether written or oral.

“Governmental Authority(ies)” means any United States or foreign (i) federal, national, state, local, municipal or other political instrumentality or subdivision thereof, (ii) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal) or (iii) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitrator or arbitral tribunal (public or private).

“Greater New York City Area” means anywhere within a 30-mile radius from 20 Randalls Island Park, New York, NY 10035.

“Law(s)” means all constitutions, acts, codes, statutes, laws (including common law), ordinances, orders, judgments, decrees, writs, determinations, injunctions, rulings, awards, charges, policies, guidelines, rules and regulations promulgated by any Governmental Authority.

“Liability(ies)” means any liability, debt, obligation, deficiency, interest, Tax, penalty, fine, claim, demand, judgment, cause of action or other loss (including loss of benefit or relief), cost or expense of any kind or nature whatsoever, whether asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or become due and regardless of when asserted.

“License” means any permits, licenses, sublicenses, authorizations, franchises, Consents, clearances, certificates, variances, filings, approvals, certifications or registrations issued by or obtained from Governmental Authorities or non-Governmental Authorities.

“Lien(s)” means any mortgage, pledge, hypothecation, security interest, bailment, option, right of first offer, first negotiation or first refusal, deed of trust, lien, charge, option, conditional sales contract, license, claim, restriction, covenant, easement, right of way, title defect or other encumbrance or restriction of any nature whatsoever.

“Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated association, corporation, entity or government (whether federal, state, county, city or otherwise, including any instrumentality, division, agency or department thereof).

“Proceeding” means any complaint, lawsuit, action, claim, charge, suit, audit, inquiry, investigation, arbitration or other proceeding, order or ruling, in each case by or before any Governmental Authority.

“Purchase Price” means (i) the Closing Payment and (ii) the Deferred Payments.

12. Transition Services. Upon the Closing, the Buyers and LiveStyle are entering into the Transition Services Agreement (the “TSA”), attached hereto as Exhibit S, to facilitate an orderly transition of control of the Purchased Assets from Sellers to Buyers. During the term of the TSA, EZ Newco shall make an offer to secure the employment and/or services of Adam Richmond, Kevin Mitchell, Charles Meyer and Jonah Flint, on such terms as EZ Newco shall determine.

13. Liquidated Damages. Buyers acknowledge that their failure to deliver timely payment of the Deferred Payments as stipulated in Section 1(b) would cause serious and substantial damage to Sellers; and that it would be difficult, if not impossible, to determine the exact amount of such damage. Accordingly, Buyers agree to and shall, upon the earlier of (i) ten (10) business days after the missed payment deadline and (ii) five (5) business days after notice of non-payment from Sellers, be obligated to pay to Sellers interest on the sum of the missed payment until the missed payment is paid in full, at the rate

of 10% per annum (in addition to the amount due). Buyers acknowledge that such sum fairly represents the amount in which Sellers would be damaged by such breach and agree that it is reasonable. In the event Buyers fail to deliver timely payment of the Deferred Payments, Sellers shall notify Buyers in writing (e-mail being a sufficient form of communication for this Section 13 only) and provide Buyers with at least five (5) business days to properly submit such missed payment before the additional amount becomes due.

14. Miscellaneous.

(a) Further Instruments. The Parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

(b) Successors and Assigns. This Agreement and the Exhibits and Schedules hereto shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party hereto may assign any of its rights or obligations under this Agreement without the prior written consent of the other Parties hereto. To the extent permitted, no such assignment shall relieve any Party of its obligations hereunder, for which it shall remain jointly and severally liable with any such assignee.

(c) Applicable Law; Entire Agreement; Amendments. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules, and constitutes the entire agreement of the Parties with respect to the subject matter hereof superseding all prior and contemporaneous written or oral agreements, and no amendment or addition hereto shall be deemed effective unless agreed to in writing by the Parties hereto.

(d) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes and tenor and effect of this Agreement.

(e) Expenses. Except as otherwise stated in this Agreement, each Seller shall pay all fees and expenses incurred by it in connection with this Agreement, and each Buyer shall pay all fees and expenses incurred by it in connection with the transactions contemplated by this Agreement.

(f) Dispute Resolution; Binding Arbitration. If any dispute or controversy arises out of or relating to this Agreement, any document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or any breach of this Agreement or any such document or instrument, the Parties shall first make commercially reasonable efforts promptly to resolve such dispute pursuant to good faith discussions between the senior principals of the affected Parties. In the event such dispute is not resolved by the Parties within fifteen (15) business days of submission of such dispute to such principals, such dispute or controversy shall be submitted to arbitration before a single arbitrator chosen by the affected Parties by mutual agreement. If the Parties cannot agree on a single arbitrator within fifteen (15) business days of the notice by the submitting Party that it is seeking arbitration, then the arbitrator shall be chosen by the President of the American Arbitration Association. Such arbitration shall be held in New York County, New York, in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association or any successor thereto. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive, and binding on the Parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction, and the parties irrevocably consent to the jurisdiction of the Federal and state courts located in New York County, New York, for this purpose. In any such arbitration, the Parties waive personal service of any process or other papers and agree that service thereof may be made in accordance with Section 14(h). The

Parties shall bear the expenses of such arbitration, including the attorneys' fees and expenses of the parties, in such proportion as the arbitrator shall determine.

(g) Rules of Interpretation. The Parties participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party hereto by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsman shall be applied against any person with respect to this Agreement. The headings of articles and sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement. Any reference in this Agreement to a "section" or "exhibit" refers to the corresponding section or exhibit of or to this Agreement, unless the context indicates otherwise. Any reference to a statute refers to the statute, any amendments or successor legislation, and all regulations promulgated under or implementing the statute, as in effect at the relevant time. Any reference to a contract, instrument or other document as of a given date means the contract, instrument or other document as amended, supplemented and modified from time to time through such date. When the context so requires in this Agreement, words of gender shall include either or both genders and the singular number shall include the plural.

(h) Notices. All notices and other communications hereunder shall be in writing and will be deemed received (a) on the date of delivery if delivered personally, or (b) on the first business day following the date of dispatch if delivered by a recognized next-day courier service. A courtesy copy of all notices and other communications hereunder shall also be sent simultaneously via e-mail to the e-mail addresses set forth below; *provided, however*, that for the avoidance of doubt, such electronic delivery shall not be sufficient delivery for purposes of this Agreement. All notices and other communications hereunder shall be delivered to the addresses set forth in this Section 14(h) or to such other address(es) as a Party may designate for itself by notice given as herein provided.

If to the Sellers, addressed as follows:

LiveStyle Holdings, Inc.
c/o EZ / ME / SFXE
9171 Wilshire Boulevard, Suite 500
Beverly Hills, California 90210
Attention: Charles C. Ciongoli II
E-Mail: cciongoli@lifestyle.com

With copy to:

Mattice Legal, LLC
6790 Main Street, Suite 140
Buffalo, New York 14221
Attention: Trevor L. Mattice, Esq.
E-Mail: mattice@matticelegal.com

If to the Buyers, addressed as follows:

EZ Newco
ME Newco
c/o AGDP Holding Inc.
140 Stewart Avenue
Brooklyn, New York 11237
Attention: Juergen Bildstein
E-Mail: billy@avant-gardner.com

-and-

Greenspoon Marder LLP
590 Madison Avenue
New York, New York 10022
Attention: Robert P. Wessely, Esq.
E-Mail: robert.wessely@gmlaw.com

(i) Counterparts. This Agreement may be executed in counterparts, including by facsimile or electronic counterparts, each of which shall be an original, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

(j) Supersession. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any other contract or agreement among or between any of the Parties, the terms and conditions set forth in this Agreement shall prevail.

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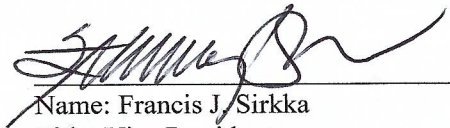
IN WITNESS WHEREOF, the Parties hereto have executed this Asset Purchase Agreement as of the Effective Date.

BUYERS:

EZ ACQUISITION LLC

By: AGDP Holding Inc.
Its: Sole Member

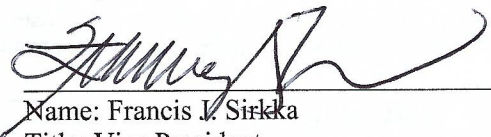
AGDP Holding Inc.

By: 
Name: Francis J. Sirkka
Title: Vice President

M EVENT ACQUISITION LLC

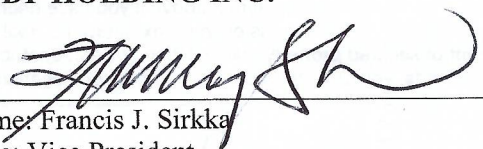
By: AGDP Holding Inc.
Its: Sole Member

AGDP Holding Inc.

By: 
Name: Francis J. Sirkka
Title: Vice President

AGDP

AGDP HOLDING INC.

By: 
Name: Francis J. Sirkka
Title: Vice President

[CONTINUED ON NEXT PAGE]

(Continuation of Signature Page to Asset Purchase Agreement)

SELLERS

EZ FESTIVALS, LLC

By: Charles C. Ciongoli II
Name: Charles C. Ciongoli II
Title: Chief Financial Officer, Secretary

MADE EVENT, LLC

By: Charles C. Ciongoli II
Name: Charles C. Ciongoli II
Title: Chief Financial Officer, Secretary

SFXE IP LLC

By: Charles C. Ciongoli II
Name: Charles C. Ciongoli II
Title: Chief Financial Officer, Secretary

LIFESTYLE

LIFESTYLE HOLDINGS, INC.

By: Charles C. Ciongoli II
Name: Charles C. Ciongoli II
Title: Executive Vice President, Chief Financial Officer,
Secretary

EXHIBIT A

PURCHASED AND EXCLUDED ASSETS

Part 1 – Purchased Assets

- A. Trademark Registrations and Applications of Made Event, LLC

See Addendum I attached.

B. Trademark Registrations and Applications of SFXE IP LLC

See Addendum II attached.

C. Common Law Trademarks

ELECTRIC ZOO
 EZOO
 MADE
 MADE EVENT
 SUNDAY SCHOOL

D. Domain Name Registrations

Owner	Domain Name
ME	made-events.com
EZ	electricbeach.jp
EZ	electriczoobeach.jp
EZ	electricbeach.jp
EZ	electricbeach.jp
EZ	electriczoobeach.jp
EZ	electriczoobeach.jp
EZ	electriczoomusic.net
EZ	electriczoo.com
EZ	sundayschoolfestival.com
ME	made-event.com
ME	made-event.com
ME	madeevent.com
EZ	sundayschoolsessions.com
EZ	electriczoomusic.nl
EZ	edmzoo.com
EZ	electricboo.com
EZ	electricboofestival.com
EZ	thisissundayschool.com
EZ	electriczoofestival.com
EZ	electriczoofestival.net
EZ	electriczoofestival.mx
EZ	electriczoofestival.mx
EZ	electriczoo.mx
EZ	electriczoo.mx
EZ	electriczoofestival.jp
EZ	electriczoofestival.jp
EZ	electriczoofestival.jp
EZ	electriczoo.jp
EZ	savethecannibals.com
EZ	ezoo.care
EZ	ezoo.care
EZ	ezoo.deals
EZ	ezoo.photos
EZ	electriczootickets.net

E. Social Media Accounts

Owner	Description	Platform	Website (Notes)
EZ	Electric Zoo NY	Twitter	http://twitter.com/electriczoony
EZ	Electric Zoo NY	Facebook	http://facebook.com/electriczoo
EZ	Electric Zoo NY	Facebook	https://www.facebook.com/groups/1611134628978138 (Official private group.)
EZ	Electric Zoo NY	Instagram	http://instagram.com/electriczoony
EZ	Electric Zoo NY	TikTok	http://tiktok.com/electriczoony
EZ	EZOO Brazil	Facebook	https://www.facebook.com/electriczoobr
EZ	EZOO Shanghai	Facebook	https://www.facebook.com/Electric-Zoo-Shanghai-1778761339048217
EZ	EZOO Tokyo	Facebook	https://www.facebook.com/ElectricZooJP
EZ	EZOO Mexico	Facebook	https://www.facebook.com/ElectricZooMX
EZ	EZOO Mexico	Twitter	https://twitter.com/electriczoomx
EZ	EZOO Mexico	Instagram	http://instagram.com/electriczoomx (Suspended for unknown reasons.)
ME	Made Event	Facebook	https://www.facebook.com/MadeEvent
ME	Made Event	Twitter	https://twitter.com/madeevent
ME	Made Event	Instagram	http://instagram.com/madeevent
ME	Sunday School	Twitter	https://twitter.com/SundaySchool
ME	Sunday School	Facebook	https://www.facebook.com/SundaySchoolPage
ME	Sunday School	Instagram	http://instagram.com/sundayschool

F. Other Property

Various box office supplies, credentials and related supplies, miscellaneous decorations and props, visitor services supplies, marketing supplies, operations supplies, signage, and artist transportation supplies.

Part 2 – Excluded Assets

All assets other than the Purchased Assets, including, but not limited to, any and all documentation, records, communications, and e-mail correspondence that is not reasonably necessary for the continued and ongoing operation of the Sellers' Business. Sellers confirm that Buyers shall have prompt and reasonable access to all such items to the extent necessary or advisable to enforce the terms of this Agreement.

EXHIBIT B

PURCHASE PRICE ALLOCATION

The Purchase Price will be split between EZ, ME, and SFXE as follows:

EZ: \$8,125,000.00

ME: \$3,500,000.00

SFXE: \$875,000.00

EXHIBIT C




ASSUMED LIABILITIES & COMMITMENTS

1. Ticketing Agreement dated April 13, 2018 entered into by and between Vivendi Ticketing U.S. LLC and EZ;
2. Ticketing Agreement dated April 13, 2018 entered into by and between Vivendi Ticketing U.S. LLC and ME;
3. Beatport Services Agreement dated January 1, 2021 entered into by and between Beatport, LLC and AFR Investments LLC f/s/o Adam Richman and assigned by Beatport, LLC to ME on August 30, 2021;
4. Co-Promotion Agreement (Analog) dated January 9, 2019 entered into by and between ME and Seer Assets, LLC;
5. Co-Promotion Agreement (Underground) dated January 9, 2019 entered into by and between ME and Seer Assets, LLC;
6. Services Agreement dated January 9, 2019 entered into by and between ME and Seer Assets, LLC;
7. Co-Promotion Agreement dated August 1, 2021 entered into by and between ME and EV Events Center, LLC;
8. Service Agreement dated April 5, 2017 entered into by and between EZ and Intellitix Inc. (the "Intellitix Agreement"); and
9. Addendum No.1 to the Intellitix Agreement dated August 29, 2019 entered by EZ and Intellitix Inc.
10. Independent Contractor Agreement dated August 18, 2021 entered into by and between EZ and BearCom, Inc.

Addendum I: All Trademarks of Made Event, LLC

(See Attached)

Jurisdiction	Trademark	Status	App No	Reg No	Classes	Owners (All)	App Date / Filing Date	Reg Date / Issue Date	Local Counsel of Record
Albania (GDIP)	ELECTRIC ZOO (standard Character mark)	Registered	1170388	4447907	25, 35, 41	Made Event, LLC	5/3/2013	12/10/2013	Adelman Matz PC
Argentina (INPI)	ELECTRIC ZOO (standard Character mark)	Registered	3287756	2691687	35	Made Event, LLC	10/30/2013	10/28/2014	Richelet & Richelet
Argentina (INPI)	ELECTRIC ZOO (standard Character mark)	Registered	3287754	2691685	41	Made Event, LLC	10/30/2013	10/28/2014	Richelet & Richelet
Argentina (INPI)	ELECTRIC ZOO (standard Character mark)	Registered	3287758	2695133	25	Made Event, LLC	10/30/2013	11/11/2014	RICHELET, RICARDO DANRichelet & RicheletIEL
Armenia (AIPA)	ELECTRIC ZOO (standard Character mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	5/30/2014	Adelman Matz PC
Australia (IPA)	ELECTRIC ZOO (standard Character mark)	Registered	1573473	1573473	25, 41	Made Event, LLC	7/10/2013	7/10/2013	K&L Gates
Azerbaijan (AZIPO)	ELECTRIC ZOO (standard Character mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
Bahrain (MOIC)	ELECTRIC ZOO (standard Character mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
Belarus (NCIP)	ELECTRIC ZOO (standard Character mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
Bolivia (SENAPI)	ELECTRIC ZOO (standard Character mark)	Registered	61582013	61582013	25	Made Event, LLC	10/31/2013	10/9/2014	MARCOS MERCADO DELGADILLO

Bolivia (SENAPI)	ELECTRIC ZOO (standard Character mark)	Registered	61602013	61602013	35	Made Event, LLC	10/30/2013	10/9/2014	MARCOS MERCADO DELGADILLO
Bosnia (IPR)	ELECTRIC ZOO (standard Character mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
Brazil (INPI)	ELECTRIC ZOO (standard Character mark)	Registered	906967651	906967651	25	Made Event, LLC	11/1/2013	8/30/2016	Muller Mazzone Momma Law
Brazil (INPI)	ELECTRIC ZOO (Standard Character Mark)	Registered	906967902	906967902	41	Made Event, LLC	11/1/2013	8/30/2016	Muller Mazzone Momma Law
Brazil (INPI)	ELECTRIC ZOO (Standard Character Mark)	Registered	906967821	906967821	35	Made Event, LLC	11/1/2013	8/30/2016	Muller Mazzone Momma Law
Brazil (INPI)	Electric Zoo Brasil (Design Mark) 	Registered	912268301	912268301	41	Made Event, LLC	2/7/2017	10/9/2018	Muller Mazzone Momma Law
Brazil (INPI)	Electric Zoo Brasil (Design Mark) 	Registered	912268255	912268255	35	Made Event, LLC	2/7/2017	10/9/2018	Muller Mazzone Momma Law
Brazil (INPI)	Electric Zoo Brasil (Design Mark) 	Registered	912268212	912268212	25	Made Event, LLC	2/7/2017	10/9/2018	Muller Mazzone Momma Law
Chile (INAPI)	ELECTRIC ZOO (Standard Character Mark)	Registered	1081273	1131150	25	Made Event, LLC	11/4/2013	10/7/2014	SARGENT & KRAHN

Chile (INAPI)	ELECTRIC ZOO (Standard Character Mark)	Registered	1081272	1168625	35, 41	Made Event, LLC	11/4/2013	6/9/2015	SARGENT & KRAHN
China (CNIPA)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
Colombia (SIC)	ELECTRIC ZOO (Standard Character Mark)	Registered	13258182	491036	25	Made Event, LLC	10/31/2013	6/19/2014	Juan Pablo Cadena Sarmiento
Colombia (SIC)	ELECTRIC ZOO (Standard Character Mark)	Registered	13258188	491037	35	Made Event, LLC	10/31/2013	12/24/2014	Juan Pablo Cadena Sarmiento
Colombia (SIC)	ELECTRIC ZOO (Standard Character Mark)	Registered	13258193	501122	41	Made Event, LLC	10/31/2013	12/24/2014	Juan Pablo Cadena Sarmiento
Croatia (SIPO)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
Ecuador (IEPI)	ELECTRIC ZOO (Standard Character Mark)	Registered	IEPIUIOPI49312	IEPIUIOPI49312	35	Made Event, LLC	10/29/2013	5/5/2014	CORRAL ROSALES
Ecuador (IEPI)	ELECTRIC ZOO (Standard Character Mark)	Registered	SD201349311RE	SD201349311RE	41	Made Event, LLC	10/29/2013	5/5/2014	CORRAL ROSALES
Ecuador (IEPI)	ELECTRIC ZOO (Standard Character Mark)	Registered	SD201349314RE	SD201349314RE	25	Made Event, LLC	10/29/2013	5/5/2014	CORRAL ROSALES
European Union (EUIPO)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC

Georgia (US)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
Iceland (ISIPO)	ELECTRIC ZOO (Standard Character Mark)	Registered	2221/2013	V0090168	25, 35, 41	Made Event, LLC	8/1/2013	7/10/2013	Adelman Matz PC
India (IPI)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
Israel (IPO)	ELECTRIC ZOO (Standard Character Mark)	Registered	258125	258125	25, 35, 41	Made Event, LLC	7/10/2013	5/4/2015	Adelman Matz PC
Liechtenstein (IP Bureau)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
Mexico (IMPI)	ELECTRIC ZOO (Standard Character Mark)	Registered	1402751	1553644	41	Made Event, LLC	7/10/2013	7/10/2015	Adelman Matz PC
Mexico (IMPI) (ELECTRIC ZOO (Standard Character Mark)	Registered	1402750	1503044	35	Made Event, LLC	7/10/2013	12/15/2014	Marcas - Panamericana de Patentes Marcas, S.C.
Mexico (IMPI)	ELECTRIC ZOO (Standard Character Mark)	Application filed-Pending	1402749	1402749	25	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
Moldova (AGEPI)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/11/2013	Adelman Matz PC
Monaco (MIPD)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/11/2013	Adelman Matz PC



Montenegro (ZISCG)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
New Zealand (IPONZ)	ELECTRIC ZOO (Standard Character Mark)	Registered	982474	982474	25, 35, 41	Made Event, LLC	7/10/2013	1/14/2014	Adelman Matz PC
North Macedonia (SOIP)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
Norway (Patentstyret)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35	Made Event, LLC	7/10/2013	4/22/2016	Adelman Matz PC
Paraguay (DINAPI)	ELECTRIC ZOO (Standard Character Mark)	Registered	201351469	407645	35	Made Event, LLC	10/31/2013	11/28/2014	SALOMONI FLORES, RAFAEL AUGUSTO
Paraguay (DINAPI)	ELECTRIC ZOO (Standard Character Mark)	Registered	201351468	407644	25	Made Event, LLC	20/31/2013	11/28/2014	SALOMONI FLORES, RAFAEL AUGUSTO
Paraguay (DINAPI)	ELECTRIC ZOO (Standard Character Mark)	Registered	201351467	407646	41	Made Event, LLC	10/31/2013	11/28/2014	SALOMONI FLORES, RAFAEL AUGUSTO
Peru (INDECOPI)	ELECTRIC ZOO (Standard Character Mark)	Registered	552934	POO209514	25	Made Event, LLC	10/30/2013	4/11/2014	STUDIO COLMENARES & ASOCIADOS S. A. C.
Peru (INDECOPI)	ELECTRIC ZOO (Standard Character Mark)	Registered	552935A	500089607	41	Made Event, LLC	10/30/2013	7/21/2014	STUDIO COLMENARES & ASOCIADOS S. A. C.
Peru (INDECOPI)	ELECTRIC ZOO (Standard Character Mark)	Registered	552935	500095255	35	Made Event, LLC	10/30/2013	8/13/2015	STUDIO COLMENARES & ASOCIADOS S. A. C.

Russia (ROSPATENT)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/16/2014	7/10/2013	Adelman Matz PC
San Marino (SOPT)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
Serbia (IPO)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
Singapore (IPOS)	ELECTRIC ZOO (Standard Character Mark)	Registered	T1312978H	T1312978H	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
South Korea (KIPO)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
Switzerland (IGE)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
Turkey (TPTO)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
Ukraine (Ukrpatent)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
United Kingdom (UKIPO)	ELECTRIC ZOO (Standard Character Mark)	Registered	UK00801170388	UK00801170388	25, 35, 41	Made Event, LLC	7/10/2013	6/11/2014	Adelman Matz PC
United Kingdom (UKIPO)	ELECTRIC ZOO (Standard Character Mark)	Registered	UK00003341631	UK00003341631	25, 35, 41	Made Event, LLC	9/27/2018		Lee & Thompson LLP

United States (USPTO)	SUNDAY SCHOOL (Standard Character Mark)	Registered	87580708	5432529	41	Made Event, LLC	8/23/2017	3/27/2017	Adelman Matz PC
Uruguay (MIEM)	ELECTRIC ZOO (Standard Character Mark)	Registered	449894	449894	25, 35, 41	Made Event, LLC	11/1/2013	1/23/2015	SUSANA DEL CERRO
Venezuela (SAPI)	ELECTRIC ZOO (Standard Character Mark)	Registered	208862013	P343691	25	Made Event, LLC	11/1/2013	9/29/2014	ELIAS, LUIS FRANCISCO
Vietnam (NOIP)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC
WIPO (WIPO Madrid)	ELECTRIC ZOO (Standard Character Mark)		117033	1170388	25, 35, 41	Made Event, LLC	7/10/2013	7/10/2013	Adelman Matz PC

Addendum II: All Trademarks of SFXE IP LLC

(See Attached)

Jurisdiction	Trademark	Status	App No	Reg No	Classes	Owners (All)	App Date / Filing Date	Reg Date / Issue Date	Local Counsel of Record
United States (USPTO)	ELECTRIC ZOO (Standard character mark)	Registered-Principal Registered	85923072	4978356	35	SFXE IP LLC	5/3/2013	6/14/2016	Adelman Matz PC
United States (USPTO)	ELECTRIC ZOO (Standard Character Mark)	Section 8 and 15 declarations accepted	85936625	4447907	25	SFXE IP LLC	5/20/2013	12/10/2013	Adelman Matz PC
United States (USPTO)	MADE (Standard character Mark)	Section 8 declarations accepted	85922887	4558569	35, 41	SFXE IP LLC	5/3/2013	7/1/2014	Adelman Matz PC
United States (USPTO)	ELECTRIC ZOO (Standard Character Mark)	Section 8 declarations accepted	85925263	4561282	18	SFXE IP LLC	5/7/2013	7/10/2014	Adelman Matz PC
United States (USPTO)	ELECTRIC ZOO (Standard Character Mark)	Section 8 declarations accepted	85981116	4570989	41	SFXE IP LLC	5/3/2013	7/22/2014	Adelman Matz PC
United States (USPTO)	EZOO (Standard Character Mark)	Registered	87981243	5810537	25, 41	SFXE IP LLC	11/9/2017	11/9/2017	Adelman Matz PC
United States (USPTO)	MADE (Design Mark) 	Registered and Renewed	77565155	3605821	41	SFXE IP LLC	9/8/2008	4/14/2009	Adelman Matz PC
United States (USPTO)	ELECTRIC ZOO (design mark) 	Registered and renewed	77711013	3747742	41	SFXE IP LLC	4/9/2009	2/9/2010	Adelman Matz PC
Mexico (IMPI)	EZOO (Standard Character Mark)	Registered	2045343	2197476	25	SFXE IP LLC	5/9/2018	1/25/2021	Georgina Warts
Brazil (INPI)	EZOO (Standard Character Mark)	Registered	914652621	914652621	25	SFXE IP LLC	5/9/2018	4/27/2021	Muller Mazzone Momma Law
Japan (JPO)	ELECTRIC ZOO (Standard Character Mark)	Registered	1170388A	1170388A	25, 35, 41	SFXE IP LLC	7/10/2013	7/10/2013	Adelman Matz PC

PROJECT SUMMARY

Prepared For: **Trevor L. Mattice, Esq.**
Mattice Legal, LLC

Client Matter #:

Project Manager: **Diane Damiano** Project ID: **EZFES69517**

Search/Filing Type	Jurisdiction - Recording Office	Thru Date	File Date
Debtor: EZ Festivals LLC			
UCC-1 Financing Statement	DE - Secretary of State		9/7/2023
<i>Results: Filed</i>	<i>Comments: See attached</i>		

This summary is a compilation of information obtained from public records maintained by government officials. United Corporate Services, Inc. ("UCS") makes no representation or warranty as to the accuracy or completeness of such records. UCS shall not be liable for failure to find public records indexed under names you did not request, even if such records are determined to apply to the person, entity, or property you intended to search, or for public records located in offices or indexes for which you did not request a search. The liability of UCS with respect to this report and any related transaction shall be limited to the amount of the service fee(s) charged by UCS for the preparation and delivery of this report. For purposes of conducting and reporting UCC searches, reports shall contain copies of all Active, Lapsed and Terminated filings filed after the effective date of RA9 thru a financing statements natural lapse date unless specifically instructed by the client not to do so.

Ten Bank Street Suite 560 White Plains, NY 10606 800-899-8648	874 Walker Road Suite C Dover, DE 19904 877-734-8300	100 State Street Suite 800 Albany, New York 12207 877-894-9049	501 Seventh Ave. Suite 408 New York, New York 10018 212-220-4020	320 North 10th Street Suite 200 Sacramento, CA 95811 916-447-1350
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Project Number: **EZFES69517**

Debtor: EZ Festivals LLC

Search Type: *UCC-1 Financing Statement*

Jurisdiction: *DE - Secretary of State*

File Type: Original File Number 2023 6100258 File Date: 9/7/2023 Lapse Date: 9/7/2028

Original File #: _____

Secured Party: NYC Festivals, LLC

9171 Wilshire Blvd., Suite 500, Beverly Hills, CA 90210

Note: United Corporate Services, Inc., has searched the above-mentioned debtor(s) name and has done everything to acquire accurate results; however, because the responsibility of the information obtained lies with the filing officer, we accept no liability for errors or omissions.

Ten Bank Street Suite 560 White Plains, NY 10606 800-899-8648	874 Walker Road Suite C Dover, DE 19904 877-734-8300	100 State Street Suite 800 Albany, New York 12207 877-894-9049	501 Seventh Ave. Suite 408 New York, New York 10018 212-220-4020	320 North 10th Street Suite 200 Sacramento, CA 95811 916-447-1350
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Visit our WebSite at <http://www.unitedcorporate.com>

Delaware

Page 1

The First State

CERTIFICATE

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF A FINANCING STATEMENT FILED IN THE OFFICE OF UNIFORM COMMERCIAL CODE DATED THE SEVENTH DAY OF SEPTEMBER, A.D. 2023, BEARING FILE NUMBER 20236100258.




Jeffrey W. Bullock, Secretary of State

20251578392-UCC1F
SR# 20233443186

Authentication: 204120479
Date: 09-08-23

You may verify this certificate online at corp.delaware.gov/authver.shtml

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Delaware Department of State
 U.C.C. Filing Section
 Filed: 05:25 PM 09/07/2023
 U.C.C. Initial Filing No: 2023 6100258

Service Request No: 20233443186

Print **Reset**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
EZ Festivals LLC

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

140 Stewart Avenue **Brooklyn** **NY** **11237** **US**

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME
Made Event LLC

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

140 Stewart Avenue **Brooklyn** **NY** **11237** **US**

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
NYC Festivals, LLC

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

9171 Wilshire Blvd., Suite 500 **Beverly Hills** **CA** **90210** **US**

4. **COLLATERAL:** This financing statement covers the following collateral:
All of the assets contained therein.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

18a. ORGANIZATION'S NAME
EZ Festivals LLC

OR
18b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

Print

Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME

OR
19b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

19c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME

OR
20b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

20c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME

OR
21b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

21c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

22. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME

NYC Club Event, LLC

OR
22b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

22c. MAILING ADDRESS

9171 Wilshire Blvd., Suite 500

CITY

Beverly Hills

STATE

CA

POSTAL CODE

90210

COUNTRY

US

23. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME

SFXE IP LLC

OR
23b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

23c. MAILING ADDRESS

9171 Wilshire Blvd., Suite 500

CITY

Beverly Hills

STATE

CA

POSTAL CODE

90210

COUNTRY

US

24. MISCELLANEOUS: