

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is entered into as of March 28, 2018 (the “Effective Date”), by and between TMF2013, LLC, a Tennessee limited liability company and Rock the Ocean Productions, LLC, a Tennessee limited liability company (collectively “**Assignor**”) and TMF Holdco, LLC, a Delaware limited liability company (“**Assignee**”).

### RECITALS

A. Whereas, Assignor filed an application for funding for the Tortuga Music Festival. However, Assignee and The City of Fort Lauderdale, a municipal corporation of the State of Florida (the “**City**”), entered into that certain FY 2017-2020 Grant Participation Agreement dated March 28, 2018 (the “**Effective Date**”) attached hereto as Exhibit A and made a part hereof) (the “**GP Agreement**”) in connection with the presentation and promotion of the Tortuga Music Festival;

B. Assignor and Assignee are parties to that certain Asset Purchase and Contribution Agreement (the “**Asset Purchase Agreement**”) dated December 18, 2017;

C. Assignor desires to assign to Assignee its rights, title and interest, if any, in the GP Agreement as part of the transaction contemplated by the Asset Purchase Agreement; and

D. The City hereby consents to such assignment as contemplated by the Asset Purchase Agreement and herein.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of its right, title and interest in and to the GP Agreement, subject to all of the terms, covenants, conditions and provisions of the GP Agreement. Assignor acknowledges that payments prior to November 1, 2021, under the GP Agreement have been made to Assignee and hereby releases the City from any liability related to such payments and its performance under the GP Agreement.

2. Assumption. Assignee hereby assumes, covenants and agrees to keep and perform each and every obligation of Assignor under the GP Agreement. Assignee agrees to be bound by each and every provision of the GP Agreement.

3. Consent. The City hereby consents to the foregoing assignment of the GP Agreement to and ratifies execution by the Assignee. This consent shall not be construed to modify, waive or affect (i) any of the provisions, covenants or conditions, (ii) any obligations, or (iii) any rights or remedies under the GP Agreement.

4. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that:

- (a) the GP Agreement is in full force and effect, unmodified except as provided in this Agreement;
- (b) Assignor's interest in the GP Agreement is free and clear of any liens, encumbrances or adverse interests of third parties;
- (c) Assignor possesses the requisite legal authority to assign its interest in the GP Agreement as provided herein; and
- (d) There are no sums due and owing by Assignor under the GP Agreement as of the date hereof, and there exists no condition of default thereunder.

5. Indemnification. Assignor agrees to indemnify, defend and hold harmless Assignee from any and all claims, demands and debts due under the GP Agreement prior to the Effective Date, and subject to this Agreement and the Asset Purchase Agreement, Assignee agrees to indemnify, defend and hold harmless Assignor from any and all claims, demands and debts which may become due under the GP Agreement on or after the Effective Date.


6. Miscellaneous. This Agreement may be signed in one or more counterparts, all of which together shall constitute a single agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and cannot be modified except by written agreement of the parties. There are no third party beneficiaries of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Consent to an Assignment by the City shall not be construed as a release of the Assignor for matters arising prior to the Effective Date. The individuals executing this instrument have the power and authority to execute this document on behalf of the respective parties and by their execution it is binding and legally enforceable against the applicable party.

[SIGNATURES FOLLOW]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the dates set forth below.

**ASSIGNOR**

TMF2013, LLC

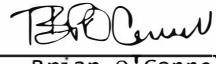
By:   
Name: Charles Christopher Stacey  
Its: CEO  
Date: 11/23/2021

ROCK THE OCEAN PRODUCTIONS, LLC

By:   
Print Name: Charles Christopher Stacey  
Print Title: CEO  
Date: 11/23/2021

**ASSIGNEE**

TMF HOLDCO, LLC

By:   
Name: Brian O'Connell  
Its: President, Country Nation  
Date: 11/23/2021

**JOINDER AND CONSENT BY:**

CITY OF FORT LAUDERDALE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



EXHIBIT A

**Certificate Of Completion**

Envelope Id: 6D44CFD07BB94982A14B8DB07E05CBA2  
 Subject: Please DocuSign: Clean\_Assignment\_and\_Assumption\_11\_22\_2021.pdf  
 Source Envelope:  
 Document Pages: 5  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
 Victoria Mulé  
 VictoriaMule@LiveNation.com  
 IP Address: 70.231.113.220

**Record Tracking**

Status: Original  
 11/23/2021 4:04:26 PM

Holder: Victoria Mulé  
 VictoriaMule@LiveNation.com

Location: DocuSign

**Signer Events**

Brian O'Connell  
 BrianO'Connell@livenation.com  
 President, Country Nation  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

Signature Adoption: Drawn on Device  
 Using IP Address: 67.175.201.95  
 Signed using mobile

**Timestamp**

Sent: 11/23/2021 4:05:44 PM  
 Viewed: 11/23/2021 4:18:45 PM  
 Signed: 11/23/2021 4:19:09 PM

**Electronic Record and Signature Disclosure:**

Accepted: 11/23/2021 4:18:45 PM  
 ID: 513933c1-b564-431a-a07a-ce9fd700ddb5

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Julie Matway  
 juliematway@livenation.com  
 COO

**COPIED**

Sent: 11/23/2021 4:05:45 PM  
 Viewed: 11/23/2021 4:19:56 PM

Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**

Accepted: 11/4/2021 3:19:26 PM  
 ID: b0299ef6-d8ce-409f-a3c5-73719be9d573

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent  
 Certified Delivered  
 Signing Complete  
 Completed

Hashed/Encrypted  
 Security Checked  
 Security Checked  
 Security Checked

11/23/2021 4:05:45 PM  
 11/23/2021 4:18:45 PM  
 11/23/2021 4:19:09 PM  
 11/23/2021 4:19:09 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Live Nation Entertainment - Treasury (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Live Nation Entertainment - Treasury:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mariagressett@livenation.com](mailto:mariagressett@livenation.com)

#### **To advise Live Nation Entertainment - Treasury of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mariagressett@livenation.com](mailto:mariagressett@livenation.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Live Nation Entertainment - Treasury**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mariagressett@livenation.com](mailto:mariagressett@livenation.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Live Nation Entertainment - Treasury**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mariagressett@livenation.com](mailto:mariagressett@livenation.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Live Nation Entertainment - Treasury as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Live Nation Entertainment - Treasury during the course of your relationship with Live Nation Entertainment - Treasury.