

INVESTMENT AGREEMENT

This Investment Agreement (hereinafter referred to as the "Agreement") is made and entered into on this [] day of [], [] (the "Effective Date"),

BY AND BETWEEN:

WOOK EVENTS LLC, a limited liability company duly organized and existing under the laws of the State of California, with its principal place of business located at 1115 Sleeping Child Ln, Auburn, CA 95603 (hereinafter referred to as the "Company"),

AND

ANGELOS COBB, an individual residing at _____

_____ (hereinafter referred to as the "Investor").

The Company and the Investor may be individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, the Company is in the business of organizing and executing entertainment events;

WHEREAS, the Company intends to organize and execute a camping music festival as more particularly described herein (the "Event");

WHEREAS, the Investor desires to invest in the Event subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INVESTMENT

1.1 Investment Amount. The Investor hereby agrees to invest a minimum of Fifty Thousand Dollars (\$50,000) and up to One Hundred Thousand Dollars (\$100,000) (the "Investment"), as may be required by the Company, for the purpose of funding the Event.

1.2 Initial Transfer. The Investor shall transfer the initial Investment amount, as agreed upon by the Parties, to the Company's designated account no later than November 15, 2024.

1.3 Additional Funding. The Investor acknowledges and agrees that they shall be prepared to provide additional funds, up to the maximum Investment amount, upon the Company's written request. Such funds shall be used for non-refundable deposits and other essential Event costs.

1.4 Funding Requests. Any request by the Company for additional funds shall be made in writing, and the Investor shall have ten (10) calendar days from the date of such request to initiate the transfer of the requested funds to the Company.

1.5 Minimum Investment. Both Parties acknowledge that there is no foreseeable scenario in which the Company would not require the minimum Investment amount of Fifty Thousand Dollars (\$50,000).

2. EVENT DETAILS

2.1 Event Description. The Company plans to organize and execute a camping music festival (the "Event") at Blue Mountain Event Center in Wilseyville, California. The Event is tentatively scheduled for July 10-14, 2025, subject to change.

2.2 Ownership and Operation. The Event shall be wholly owned and operated by the Company.

2.3 Compliance. The Company warrants that it shall comply with all applicable local, state, and federal laws and regulations, and shall uphold the highest safety standards for the Event.

2.4 Event Specifics. The Parties acknowledge that the following details are tentative and subject to change:

- (a) Venue capacity is planned for up to 1,000 attendees.
- (b) The Company intends to sell approximately 900 tickets, with the remaining capacity allocated for crew and guests.
- (c) The Company aims to allocate approximately Sixty Thousand Dollars (\$60,000) for artist compensation, to be distributed among approximately 27 performers.
- (d) The Company intends to contract with Subphonic Events for professional audio/visual production services.

2.5 Ticket Structure. The following ticket structure is tentative and subject to change:

- (a) Early-bird Tickets: 100 tickets at \$200 each
- (b) Tier 1 Tickets: 200 tickets at \$325 each
- (c) Tier 2 Tickets: 200 tickets at \$350 each
- (d) Tier 3 Tickets: 400 tickets at \$375 each

2.6 Early-bird Incentive. The Company is considering implementing an early-bird profit-sharing incentive, subject to change and the following conditions:

- (a) Early-bird ticket purchasers may be eligible to receive a refund of their ticket price if the Event sells out.
- (b) This incentive would only be activated after the Investor has been repaid their initial Investment and the Event generates profit.
- (c) The exact percentage and calculation method for this profit-sharing, if implemented, shall be determined by the Company and communicated to eligible ticket holders.

2.7 Acknowledgment of Tentative Nature. The Investor explicitly acknowledges that all specifics outlined in Sections 2.4, 2.5, and 2.6 are the Company's current plans and are entirely tentative. These details may be subject to significant changes as the Event planning progresses.

3. RETURN ON INVESTMENT

3.1 Maximum Return. The Investor may receive up to two (2) times the total Investment amount.

3.2 Profit Allocation. Profits from the Event shall be allocated as follows:

(a) First, one hundred percent (100%) of the profits shall be applied towards repaying the Investor's initial Investment amount in full.

(b) After the initial Investment is recovered, the Investor shall receive thirty percent (30%) of the net profits up to a maximum additional profit equal to the initial Investment amount.

3.3 Net Profits. For the purposes of this Agreement, "net profits" shall mean the gross revenue from the Event minus all expenses, costs, and liabilities incurred in connection with the Event.

3.4 Expenses. Expenses shall be considered to be any and all costs related to the Event that the Company incurs, without limitation.

3.5 Risk Acknowledgment. The Investor acknowledges and accepts that if the Event does not generate a profit, the Investor may lose their entire Investment. This represents the inherent risk in this investment opportunity.

4. PAYMENT TIMELINE

4.1 The Company shall pay the Investor their investment return (initial Investment repayment plus any profit share) within thirty (30) calendar days of the Event's conclusion.

5. REPORTING

5.1 Monthly Statements. The Company shall provide the Investor with monthly statements detailing:

- (a) The allocation and use of the invested funds;
- (b) Updated projections of future costs; and
- (c) Updated estimates of potential profits.

5.2 Delivery of Reports. These reports shall be sent on the 15th day of each month, with the first report to be delivered on December 15, 2024.

5.3 Method of Delivery. Reports shall be delivered via text message or email, according to the Investor's stated preference.

5.4 Sufficiency of Reports. These monthly financial summaries shall constitute sufficient audit of the Event's finances for the Investor.

6. RISK ACKNOWLEDGMENT

6.1 The Investor acknowledges that this investment carries risks, and there is no guarantee of profit or return of the initial investment.

6.2 The Investor understands and agrees that there shall be no early termination of this Agreement, and the invested funds cannot be retrieved prior to the Event due to their use for non-refundable deposits and other essential event costs.

7. EVENT CANCELLATION, POSTPONEMENT, OR FORCE MAJEURE

7.1 Best Efforts. In the event of cancellation or postponement of the Event, the Company will make best efforts to reschedule or carry out the Event as planned.

7.2 No Special Considerations. The Investor acknowledges and agrees that no special considerations or guarantees are provided in case of Event cancellation or postponement.

7.3 Force Majeure. In the event of force majeure (including but not limited to natural disasters, pandemics, acts of war, or government actions), the Investor acknowledges that their investment may be lost to non-refundable deposits and other costs. The Company shall not be liable for the return of the investment in such circumstances.

8. INVESTOR RIGHTS, BENEFITS, AND CONDUCT

8.1 No Decision-Making Rights. The Investor shall have no decision-making rights regarding the Event or the operations of the Company.

8.2 Event Access. As a benefit of this investment, the Investor shall receive the Company's highest tier access for themselves and three (3) additional individuals to the Event.

8.3 Highest Tier Access. "Highest tier access" shall entail full access to all aspects of the Event, including but not limited to backstage areas, artist lounge, crew/artist camping, catering (if offered), and any other amenities or areas typically restricted to VIP or staff.

8.4 Duration of Access. The highest tier access granted to the Investor and their three designated individuals shall be for the full duration of the Event.

8.5 Transferability. The Investor may change the names on the guest list for the three additional individuals up until the Event begins. Once the Event has started, these access passes are non-transferable.

8.6 Compliance with Rules. The Investor agrees to behave in accordance with all rules and regulations of the Event. Failure to do so may result in the revocation of access privileges at the Company's discretion.

8.7 Promotion. The Investor agrees to act as a promoter for the Event in any way they reasonably can, without any specific obligations or targets.

9. CONFIDENTIALITY

9.1 Confidentiality Obligation. The Investor agrees to maintain strict confidentiality regarding all aspects of the Event and the Company's operations.

9.2 Shareable Information. The Investor shall only share information that the Company has explicitly identified as shareable. This includes any information that has been made publicly available by the Company.

9.3 Clarification. If the Investor is unsure about whether specific information is shareable, they should seek clarification from the Company or wait for explicit permission from a Company team member.

9.4 Mutual Confidentiality. Both parties agree to keep the terms of this Agreement and any proprietary information shared in relation to the Event confidential.

9.5 Duration of Obligation. The confidentiality obligation for any information not made public by the Company shall continue indefinitely unless explicitly released in writing by the Company.

10. INTELLECTUAL PROPERTY

10.1 Ownership. The Company retains full ownership of all intellectual property rights regarding the Company and the Event, including but not limited to trademarks, copyrights, logos, designs, and any other proprietary material created for or used in connection with the Event.

10.2 No License. The Investor acknowledges that this Agreement does not grant them any rights or licenses to use the Company's intellectual property without prior written consent from the Company.

10.3 Personal Use. The Investor is permitted to use event-related materials (e.g., photos, videos) for personal, non-commercial use.

10.4 Commercial Use. Any use of event-related materials for commercial purposes outside of the Event requires explicit written permission from the Company.

11. INSURANCE

11.1 Event Insurance. The Company will carry appropriate insurance coverage for the Event as required by law and industry standards.

11.2 No Investment Insurance. The Investor acknowledges that there is no insurance coverage for their financial investment in the Event.

12. EXCLUSIVITY AND ADDITIONAL INVESTMENTS

12.1 Non-Exclusive Agreement. This Agreement does not constitute an exclusive investment arrangement. The Company reserves the right to seek additional investors for the Event.

12.2 No Alteration of Terms. Any additional investments secured by the Company will not alter the terms of this Agreement unless agreed upon by both parties in writing.

13. TERM AND TERMINATION

13.1 Term. This Agreement shall commence on the Effective Date and shall continue until all activities related to the Event have ceased, which is expected to be within days of the Event's conclusion.

13.2 No Early Termination. There are no provisions for early termination of this Agreement by either party.

14. NOTICES

14.1 All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered via text message or email to the respective parties at the addresses provided.

15. GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule.

16. ENTIRE AGREEMENT AND MODIFICATIONS

16.1 Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, and understandings, whether written or oral.

16.2 Modifications. Any changes or modifications to this Agreement must be made in writing and agreed upon by both parties to be considered valid and enforceable.

17. NON-ASSIGNMENT

17.1 Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first above written.

WOOK EVENTS LLC

By: _____

Name: **Garrett Williams**

Date: _____

INVESTOR

Name: **Angelos Cobb**

Date: _____