

1 Theodore W. Hoppe, #138064
Adam Benkoski, #298624
2 **HOPPE LAW**
A PROFESSIONAL LAW OFFICE
3 680 W. Shaw Avenue, Suite 207
Fresno, California 93704
4 Telephone: (559) 241-7070
Facsimile: (559) 241-7212
5 Service Email: service@hoppe-law.com

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County of Santa Cruz
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Jessica Betancourt



6 Attorneys for Plaintiff, MFDI, LLC

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8 **SUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF SANTA CRUZ**

10 * * * * *

11 MFDI, LLC,

12 Plaintiff,

13 vs.

14 GEORGE E. DICKSON, III, an individual;
TIMOTHY D. YALE, an individual;
15 SEEVIEW MEDIA, LLC, and DOES 1 to
50, inclusive,

16 Defendants.

CASE NUMBER: 23CV01848

COMPLAINT FOR:

1. Fraud
2. Conversion
3. Accounting
4. Intentional Misrepresentation
5. Breach of Fiduciary Duty
6. Breach of Contract

JURY TRIAL DEMANDED

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19 Plaintiff, MFDI, LLC (“MFDI”), submits the following Complaint for Damages:

20 **INTRODUCTION**

21 1. Plaintiff MFDI brings this action against Defendants GEORGE E. DICKSON, III
22 (“DICKSON”), TIMOTHY D. YALE (“YALE”) and SEEVIEW MEDIA, LLC (“SEEVIEW”) to
23 recover more than ONE MILLION DOLLARS (\$1,000,000) stolen from it in a fraudulent scheme to
24 allegedly produce a documentary that would expose the family of Joe Biden for improper influence
25 peddling. Despite assuring MFDI that DICKSON and YALE were raising millions of dollars from
26 numerous other individuals and corporations to fund the production of the documentary, it eventually
27 became clear that the money had been stolen and no documentary was produced.

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PARTIES

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2. Plaintiff MFDI is a California limited liability company properly organized and doing business in Delano, California.

3. Defendant DICKSON is an individual and marijuana entrepreneur residing in Aptos, California. DICKSON has ties to Donald Trump’s lawyer and former New York Mayor Rudy Giuliani. DICKSON was trying to help Giuliani raise money to finance a negative documentary movie about Joe and Hunter Biden.

4. Defendant YALE is an individual and California Republican operator and fundraiser residing in Laguna Niguel, California. Along with DICKSON, YALE also desired to help Giuliani raise money for a documentary film that would advance Giuliani’s claims of improper behavior by Joe and Hunter Biden in Ukraine in advance of the upcoming presidential election.

5. Defendant SEEVIEW is a Delaware limited liability company registered as an out-of-state California limited liability company doing business in Scotts Valley, California. YALE and DICKSON are 50% founding members of SEEVIEW. In February 2020, DICKSON submitted a signed California business application to register SEEVIEW, in which he described it as a “filmmaking” business. The application with the California Secretary of State’s office listed the same business address as other businesses linked to DICKSON.

6. Plaintiff MFDI is unaware of the names of Defendants identified herein as DOES 1 to 50, inclusive, and therefore sues them by those fictitious names. MFDI is informed and believes, and thereon alleges that Defendants sued herein as DOES are responsible in some manner for the practices, acts, conduct, and occurrences alleged herein, as either actual perpetrators or co-conspirators, aiders and abettors, officers, directors, and/or managing agents with the knowledge, control, authority, direction, and/or ratification of the other Defendants, and each of them. MFDI will seek leave of the Court to amend this Complaint to allege the true names and capacities of the DOE Defendants, and the roles they played, once their identities and/or manner of participation in the wrongful conduct herein described is ascertained.

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1 **ALTER EGO ALLEGATIONS**

2 7. At all relevant times, as alleged more fully herein, each Defendant acted as an agent,
3 servant, employee, co-conspirator, alter-ego and/or joint venturer of the other Defendants, and in doing
4 the things alleged herein acted within the course and scope of such agency, employment, alter-ego
5 and/or in furtherance of the joint venture. Each of the Defendant's acts alleged herein was done with
6 the permission and consent of each of the other Defendants.

7 8. At all times relevant hereto, Defendant SEEVIEW was the alter ego of YALE and
8 DICKSON, and there exists, and at all times herein mentioned has existed, a unity of interest and
9 ownership between Defendants such that any separateness between them has ceased to exist in that
10 YALE and DICKSON completely controlled, dominated, managed and operated SEEVIEW to suit
11 their convenience.

12 9. Specifically, at all times relevant hereto, YALE and DICKSON: (1) controlled the
13 business and affairs of SEEVIEW, including any and all of their affiliates; (2) commingled the funds
14 and assets of the business organization and diverted company funds and assets for their personal use;
15 (3) disregarded legal formalities and failed to maintain arm's length relationship among business
16 entities; (4) inadequately capitalized SEEVIEW; (5) used the same office or business location
17 (numerous other entities controlled by DICKSON use the same address in Scotts Valley as
18 SEEVIEW); (6) held themselves out as personally liable for the debts of SEEVIEW; (7) used the
19 business organization as a mere shell, instrumentality and/or conduits for themselves; (8) used the
20 business organization to procure labor, services and merchandise for themselves; (9) manipulated the
21 assets and liabilities between themselves personally and SEEVIEW so as to concentrate the assets in
22 one and the liabilities in the other; (10) use the business organization to conceal their own personal
23 financial interest and personal business activities; and (11) used SEEVIEW to defraud MFDI while
24 attempting to shield YALE and DICKSON individually.

25 10. At all times relevant hereto, SEEVIEW was not only influenced and governed by
26 YALE and DICKSON but there was such a unity of interest and ownership that the individuality, or
27 separateness of SEEVIEW had ceased and that the facts are such that an adherence to the fiction of

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1 the separate existence of these entities would, under the circumstances, sanction a fraud and promote
2 injustice.

3 11. MFDI is informed and believes that at all relevant times mentioned herein, the acts of
4 SEEVIEW were performed by YALE and/or DICKSON and/or an employee, agent, officer, servant
5 and/or representative of SEEVIEW.

6 **AGENCY; AIDING AND ABETTING; AND CONSPIRACY**

7 12. At all times relevant to this Complaint, Defendants, and each of them, were acting as
8 the agents, employees, and/or representatives of each other, and were acting within the course and
9 scope of their agency and employment with the full knowledge, consent, permission authorization and
10 ratification either express or implied of each of the other Defendants in performing the acts alleged in
11 this Complaint.

12 13. As members of the conspiracies alleged more fully below, each of the Defendants
13 participated and acted with or in furtherance of said conspiracy or aided or assisted in carrying out the
14 purposes of the conspiracy and have performed acts and made statements in furtherance of the
15 conspiracy and other violations of California law.

16 14. Each Defendant acted both individually and in alignment with the other Defendants
17 with full knowledge of their respective wrongful conduct. As such, Defendants conspired together,
18 building upon each other's wrongdoing, in order to accomplish the acts outlined herein.

19 15. Defendants are individually sued as principals, participants, aiders and abettors, and co-
20 conspirators in the wrongful conduct complained of and the liability of each arises from the fact that
21 each has engaged in all or part of the improper acts, plans, schemes, conspiracies or transactions
22 complained of herein.

23 **JURISDICTION AND VENUE**

24 16. Jurisdiction is proper in the Superior Court for the County of Santa Cruz pursuant to
25 section 410.10 of the California Code of Civil Procedure because it has general subject matter
26 jurisdiction and no statutory exceptions to jurisdiction exist. The amount in controversy exceeds the
27 jurisdictional minimum of this Court.

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1 17. Venue is proper in the County of Santa Cruz pursuant to section 395 of the California
2 Code of Civil Procedure because Defendant DICKSON is a resident of Santa Cruz County. Venue is
3 further proper as an agreed upon contractual term.

4 **FACTUAL ALLEGATIONS**

5 18. The principals of MFDI met YALE in 2019 at a political fundraiser in Laguna Beach,
6 California for Senator Rand Paul.

7 19. In March of 2020, YALE introduced the principals of MFDI to Rudy Giuliani. YALE,
8 DICKSON and Giuliani were working together to secure investors for what they pitched as a
9 documentary about Hunter and Joe Biden’s actions in Ukraine. Giuliani envisioned the film as the
10 culmination of his efforts and a possible “kill shot” to Biden’s 2020 presidential campaign. In March
11 of 2020, YALE and DICKSON told MFDI the documentary film was already in production and that
12 they had “a lot in the can” and were working on final editing.

13 20. On March 3, 2020, YALE, DICKSON and Giuliani met with the principals of MFDI.
14 The group told MFDI that they believed then Vice-President Joe Biden had pushed for the firing of
15 Ukraine’s top prosecutor to quash a probe into the former minister and Burisma owner Mykola
16 Zlochevsky who had paid Hunter Biden millions of dollars to sit on the board of Burisma. YALE and
17 DICKSON told MFDI this was not to be a political donation, but a way to show patriotism.

18 21. YALE, DICKSON and Giuliani represented that Giuliani had travelled to Ukraine and
19 met with representatives and stated that they had key documents that would clearly establish that
20 Hunter Biden was being paid millions of dollars in an influence peddling scheme.

21 22. YALE, DICKSON and Giuliani claimed that Hunter Biden was placed on the board of
22 Burisma and receiving millions of dollars in consulting fees without any experience in the energy
23 industry. They represented that this was a scheme that Joe and Hunter Biden entered into with Burisma
24 for the purposes of enriching themselves.

25 23. Giuliani pointed to the evidence that this influence peddling scheme was supported by
26 Joe Biden’s television and press interviews where he said he was the person in charge of the Ukrainian
27 policy on behalf of the Obama administration. Joe Biden then demanded that the Ukrainian minister

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1 be fired before the Obama administration would give billions of dollars in aid to the Ukrainian
2 government.

3 24. Subsequently, Mykola Zlochevsky was fired within four hours of Joe Biden's
4 announcement.

5 25. YALE, DICKSON and Giuliani all represented that they possessed key documents that
6 were "smoking guns" that would establish that the Ukrainian government engaged in a quid pro quo
7 exchange with the Biden family to benefit Burisma. The group represented to MFDI that these key
8 documents would clearly establish that Joe Biden used his color of office to financially benefit himself
9 and his family and protect Burisma from further investigation or prosecution.

10 26. YALE, DICKSON and Giuliani approached the principals of MFDI about financing a
11 movie documentary which would expose the Bidens' improper influence peddling scheme. They
12 explained to MFDI that they were raising ten million dollars from a limited group of investors to
13 produce a full-length feature documentary for national release that was going to be produced by a
14 world-renowned documentarian to premier before the 2020 presidential election in hundreds of movie
15 theaters.

16 27. YALE and DICKSON represented to MFDI that they had already secured five million
17 dollars necessary to produce the documentary. They also represented that the documentary was 75%
18 complete before MFDI invested in the project and that it would be ready for release and distribution
19 by May 1, 2020. YALE and DICKSON told MFDI they were limiting the number of investors to ten
20 or twelve in order to work with a group of "like minded" individuals; to control the quality of the
21 production; and to increase the profitability of the movie for their favored investors.

22 28. YALE and DICKSON represented that this documentary movie was going to be bigger
23 and more profitable than Michael Moore's Fahrenheit 9/11 which earned \$200 million at the box
24 office.

25 29. As a result of these representations, MFDI agreed to invest ONE MILLION DOLLARS
26 (\$1,000,000) towards the production cost of the documentary in return for a share of the profits. MFDI
27 understood that there were numerous other individuals and corporations who were also contributing

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1 to this documentary that was being produced by Mark Curcio. DICKSON and YALE preyed on
2 MFDI's trust and confidence.

3 30. DICKSON and YALE presented to MFDI a copy of an operating agreement for an
4 entity the two had created specifically to produce the movie documentary. The limited liability
5 company was named SEEVVIEW. It was MFDI's understanding that it would be one of many investors
6 in the project. DICKSON and YALE each owned 50% of SEEVVIEW.

7 31. MFDI entered into a Term Sheet for Convertible Promissory Note Financing with
8 SEEVVIEW on April 14, 2020. (A true and accurate copy of that agreement is attached hereto as
9 Exhibit "A".) Pursuant to the terms of this Term Sheet, SEEVVIEW would sell promissory notes to
10 MFDI in exchange for the amounts invested. Each note would accrue 5% per annum interest. If the
11 promissory notes were not repaid, they would convert into shares in SEEVVIEW.

12 32. Also on April 14, 2020, MFDI entered into a Profit-Sharing Agreement with SEEVVIEW
13 whereby SEEVVIEW agreed to pay each investor an amount equal to the net income of SEEVVIEW
14 pursuant to the agreed upon profit share percentage. (A true and accurate copy of that agreement is
15 attached hereto as Exhibit "B".)

16 33. MFDI purchased its first Convertible Promissory Note from SEEVVIEW on this same
17 date, April 14, 2020, in the amount of \$250,000. (A true and accurate copy of that agreement is attached
18 hereto as Exhibit "C".)

19 34. MFDI purchased its second Convertible Promissory Note from SEEVVIEW on May 15,
20 2020, in the amount of \$250,000. (A true and accurate copy of that agreement is attached hereto as
21 Exhibit "D".)

22 35. MFDI purchased its third Convertible Promissory Note from SEEVVIEW on July 9,
23 2020, in the amount of \$250,000. (A true and accurate copy of that agreement is attached hereto as
24 Exhibit "E".)

25 36. On August 4, 2020, MFDI purchased its fourth and final Convertible Promissory Note
26 from SEEVVIEW in the amount of \$250,000. (A true and accurate copy of that agreement is attached
27 hereto as Exhibit "F".)

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1 37. By this time, MFDI had purchased a total of \$1,000,000 in notes from SEEVIEW
2 pursuant to the agreement between the parties. (A true and accurate copy of those payments is attached
3 hereto as Exhibit “G”.)

4 38. MFDI was told that the documentary was on track and would be completed well before
5 the upcoming 2020 presidential election. Despite these promises, MFDI only ever received a brief clip
6 of the documentary. This clip was designed to mislead MFDI into believing that a documentary was
7 in production and that all the necessary capital to fund the documentary had in fact been raised by
8 DICKSON and YALE. In September of 2020, MFDI inquired of DICKSON and YALE regarding the
9 status of the documentary movie. DICKSON and YALE told MFDI the movie would be released
10 within ten days and that they were waiting for a “scalpel precision” date to release the movie in time
11 to exert as much influence as possible in the upcoming election.

12 39. Repeated efforts by MFDI to obtain status reports from DICKSON and YALE were
13 ignored. Ultimately, the election occurred and no documentary was ever produced or distributed as
14 originally agreed upon by the parties. MFDI was shocked by the outright fraud perpetrated against it
15 by DICKSON, YALE and SEEVIEW.

16 40. After numerous attempts to obtain audited financial reports regarding the \$1,000,000,
17 MFDI received an unfiled tax return from SEEVIEW and a contradictory Statement of Operations.
18 Both documents allegedly cover SEEVIEW’s operations for 2020 but show wildly different
19 information. The unfiled tax return shows that MFDI was the only contributor to the documentary
20 project and that YALE and DICKSON had lied about obtaining all of the capital necessary to produce
21 the movie. The Statement of Operations shows that \$300,000 of the \$1,000,000 which was to be used
22 for the documentary was paid to Rudy Giuliani and the balance of the money was stolen by DICKSON
23 and YALE for their own personal use.

24 41. Ultimately, once these documents were provided, it became clear that no other funds
25 were raised by DICKSON and YALE for this project and that MFDI had been defrauded. MFDI has
26 repeatedly requested an accounting of the funds invested in the documentary but has been ignored
27 despite the fact that SEEVIEW claims to have spent \$49,000 on professional accounting services in
28 2020.

1 **FIRST CAUSE OF ACTION**

2 **(Fraud)**

3 42. MFDI adopts and reasserts the allegations contained in paragraphs 1 through 41 as
4 though fully set forth herein.

5 43. DICKSON and YALE willfully and intentionally engaged in fraud and deceit as
6 defined by California Civil Code sections 1709-1710.

7 44. DICKSON and YALE induced MFDI into entrusting funds to them by promising that
8 they were going to use those funds to produce a full-length documentary movie to expose the Biden
9 family's fraud in Ukraine before the 2020 presidential election.

10 45. DICKSON and YALE's fraudulent promises to produce the documentary movie
11 occurred on the dates and in the manner discussed herein and in the attached exhibits.

12 46. DICKSON and YALE's assertions and promises were not true and DICKSON and
13 YALE knew their assertions and promises were untrue when they made them. These untrue assertions
14 and promises were made to defraud MFDI of money.

15 47. DICKSON and YALE intentionally suppressed from MFDI the true facts that they were
16 using MFDI funds for their own personal use and not to produce a documentary movie. DICKSON
17 and YALE provided fake income statements and fake income tax returns to support their fraud.
18 Further, DICKSON and YALE intentionally misled MFDI by representing that they were raising
19 money from other investors to fund the documentary production.

20 48. DICKSON and YALE made false promises to MFDI to facilitate the transfer of money
21 to them for the production of a documentary movie which they had no intention of making. On the
22 contrary, DICKSON and YALE intended to keep and use MFDI funds for their own personal use.

23 49. All of DICKSON and YALE's promises, communications and acts with MFDI in
24 regard to the investment of funds identified herein and in the attached exhibits to produce the subject
25 documentary movie were knowingly false and made with the intent to deceive MFDI in order to
26 unlawfully misappropriate MFDI funds for DICKSON and YALE's own personal use.

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1 **SECOND CAUSE OF ACTION**

2 **(Conversion)**

3 50. MFDI hereby restates each and every allegation contained in paragraphs 1 through 49
4 of this Complaint and fully incorporates them by this reference.

5 51. The funds transferred by MFDI for the production of a documentary movie described
6 herein and in the attached exhibits were and are the property of MFDI and designated solely for the
7 production of the documentary movie. Until such time as the convertible promissory notes were
8 purchased and the funds transferred to SEEVVIEW, MFDI's funds remained the property of MFDI.

9 52. The funds transferred by MFDI for the purchase of the convertible promissory notes
10 described herein and in the attached exhibits are the property of MFDI and were required to have been
11 returned to MFDI as DICKSON and YALE had no right to convert those funds to their personal use.

12 53. DICKSON and YALE intentionally and substantially interfered with MFDI's funds by
13 taking the funds and misappropriating the funds for their own personal use and enjoyment.

14 54. MFDI did not consent in any manner to DICKSON and YALE taking the funds at issue
15 and converting them to their own personal use.

16 55. DICKSON and YALE have not returned the funds to MFDI, nor have they provided an
17 audited accounting of those funds.

18 56. MFDI has been damaged in an amount to be proven at trial as a result of DICKSON
19 and YALE's actions.

20 57. MFDI's damages are ongoing and increasing due to DICKSON and YALE's actions.

21 **THIRD CAUSE OF ACTION**

22 **(Accounting)**

23 58. MFDI hereby restates each and every allegation contained in paragraphs 1 through 57
24 of this Complaint and fully incorporates them by this reference.

25 59. DICKSON and YALE, as managing members of SEEVVIEW, owe fiduciary duties of
26 care and loyalty to Plaintiff MFDI.

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1 68. DICKSON and YALE's assertions and representations of facts were not true,
2 DICKSON and YALE did not believe their assertions and representations to be true, and DICKSON
3 and YALE made these representations recklessly and without regard for the truth.

4 69. DICKSON and YALE intentionally suppressed from MFDI that it was the only investor
5 in the documentary movie and the true facts that DICKSON and YALE did not intend to produce such
6 a movie. False statements were made by DICKSON and YALE to hide their unlawful scheme by
7 continuing to promise the documentary movie was in production and by providing false financial
8 statements to MFDI. Further, DICKSON and YALE intentionally suppressed from MFDI the true facts
9 that no documentary movie was in production and that they had stolen MFDI's funds for their own
10 personal use and enjoyment.

11 70. DICKSON and YALE made promises to MFDI to facilitate the purchase of convertible
12 promissory notes identified herein and in the attached exhibits when they had no intention of producing
13 the subject movie. To the contrary, DICKSON and YALE intended to keep the MFDI funds for their
14 own use.

15 71. All of DICKSON and YALE's acts, representations and communications with MFDI
16 in regard to the investment of money identified herein were knowingly false and made with the intent
17 that MFDI rely on their false representations in order to deceive MFDI so that DICKSON and YALE
18 could unlawfully misappropriate MFDI funds for their own use.

19 72. All of DICKSON and YALE's acts, representations and communications with MFDI
20 in regard to the investment by MFDI were knowingly false and made with the intent that MFDI rely
21 on their false representations in order to deceive MFDI so that they could misappropriate MFDI's
22 funds for their own personal use.

23 73. MFDI justifiably and reasonably relied on the representations, promises, and assertions
24 made by DICKSON and YALE in inducing MFDI to invest money for the production of the subject
25 documentary movie.

26 74. MFDI has been damaged in an amount to be proven at trial as a result of DICKSON
27 and YALE's fraudulent and deceitful actions in misappropriating the money for the documentary
28 movie.

1 75. MFDI's damages are ongoing and increasing due to DICKSON and YALE's actions.

2 **FIFTH CAUSE OF ACTION**

3 **(Breach of Fiduciary Duty)**

4 76. MFDI hereby restates each and every allegation contained in paragraphs 1 through 75
5 of this Complaint and fully incorporates them by this reference.

6 77. As a result of DICKSON and YALE's obligation to repay MFDI's funds, a fiduciary
7 relationship exists between the parties whereby DICKSON and YALE had a fiduciary duty to MFDI
8 and were bound to act with the utmost good faith for the benefit of MFDI.

9 78. DICKSON and YALE breached this fiduciary duty to MFDI by converting and
10 misappropriating MFDI funds for their own personal use and enjoyment.

11 79. MFDI has been damaged in an amount to be proven at trial as a result of DICKSON
12 and YALE's fraudulent and deceitful actions in misappropriating the money for the documentary
13 movie.

14 80. MFDI's damages are ongoing and increasing due to DICKSON and YALE's actions.

15 **SIXTH CAUSE OF ACTION**

16 **(Breach of Contract)**

17 81. MFDI hereby restates each and every allegation contained in paragraphs 1 through 80
18 of this Complaint and fully incorporates them by this reference.

19 82. MFDI purchased its first Convertible Promissory Note from SEEVVIEW on April 14,
20 2020, in the amount of \$250,000. (A true and accurate copy of that agreement is attached hereto as
21 Exhibit "C".) Defendant SEEVVIEW, through the alter ego actions of DICKSON and YALE, breached
22 this agreement on April 14, 2021, by failing to repay the note and failing to adhere to the terms of the
23 agreement.

24 83. MFDI purchased its second Convertible Promissory Note from SEEVVIEW on May 15,
25 2020, in the amount of \$250,000. (A true and accurate copy of that agreement is attached hereto as
26 Exhibit "D".) Defendant SEEVVIEW, through the alter ego actions of DICKSON and YALE, breached
27 this agreement on May 15, 2021, by failing to repay the note and failing to adhere to the terms of the
28 agreement.

1 84. MFDI purchased its third Convertible Promissory Note from SEEVIEW on July 9,
2 2020, in the amount of \$250,000. (A true and accurate copy of that agreement is attached hereto as
3 Exhibit “E”.) Defendant SEEVIEW, through the alter ego actions of DICKSON and YALE, breached
4 this agreement on July 9, 2021, by failing to repay the note and failing to adhere to the terms of the
5 agreement.

6 85. On August 4, 2020, MFDI purchased its fourth and final Convertible Promissory Note
7 from SEEVIEW in the amount of \$250,000. (A true and accurate copy of that agreement is attached
8 hereto as Exhibit “F”.) Defendant SEEVIEW, through the alter ego actions of DICKSON and YALE,
9 breached this agreement on August 4, 2021, by failing to repay the note and failing to adhere to the
10 terms of the agreement.

11 86. MFDI purchased a total of \$1,000,000 in notes from SEEVIEW pursuant to the
12 agreement between the parties. (A true and accurate copy of those payments is attached hereto as
13 Exhibit “G”.) SEEVIEW, through the alter ego actions of DICKSON and YALE, breached all of these
14 agreements and caused MFDI serious financial harm.

15 87. The essential terms of each of these promissory notes were that MFDI would loan
16 SEEVIEW money, and it would be repaid with interest by the end of the term. DICKSON and YALE,
17 using SEEVIEW as a fraudulent entity, intentionally breached each and every one of them.

18 88. As a result of the actions of DICKSON and YALE, MFDI suffered damages in excess
19 of \$1,000,000.00 plus interest, attorneys’ fees and costs.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff MFDI prays for judgment against Defendants DICKSON, YALE and
22 SEEVIEW as follows:

- 23 1. Award MFDI compensatory damages in an amount to be determined at trial;
- 24 2. Award MFDI pre-judgment interest as allowed by law;
- 25 3. Award MFDI exemplary damages in an amount to be determined at trial;
- 26 4. Award MFDI costs of suit; and
- 27 5. Grant MFDI such other and further relief as this Court deems just and proper.

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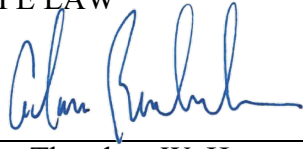
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DEMAND FOR JURY TRIAL

Plaintiff MFDI demands a jury trial on all triable issues.

DATED: August 2, 2023

HOPPE LAW

By: 

Theodore W. Hoppe
Adam Benkoski
Attorneys for Plaintiff, MFDI, LLC

Exhibit A

**TERM SHEET
FOR CONVERTIBLE PROMISSORY NOTE FINANCING
OF
SEEVIEW MEDIA, LLC**

This term sheet (this "*Term Sheet*") summarizes the principal terms of a convertible promissory note financing (the "*Financing*") with the Company (as defined below). In consideration of the time and expense devoted and to be devoted by the Company with respect to this investment, the Confidentiality provision of this Term Sheet shall be a binding obligation of the Investors (as defined below) whether or not the Financing is consummated. No other legally binding obligations will be created until definitive agreements are executed and delivered by all parties.

- Issuer:** SeeView Media, LLC, a Delaware limited liability company (the "*Company*").
- Investors:** Individuals and entities identified by the Company who are "accredited investors" under applicable U.S. securities laws (the "*Investors*").
- Amount of Financing:** Up to \$10 million, subject to modification by the Company in its sole discretion. Minimum investment amount of \$200,000.
- Closings:** The Notes (as defined below) may be sold by the Company to the Investors at one or more closings. The Company anticipates the initial closing of the Financing will occur promptly following the execution of this Term Sheet and that the final closing will occur on or about September 15, 2020 (the date of such final closing, the "*Final Closing Date*").
- Promissory Notes:** The Company will issue promissory notes (the "*Notes*") in exchange for amounts invested by the Investors, with the principal amount of each Note equal to the amount invested. The Notes will have the following provisions:
- Interest: Simple interest will accrue on an annual basis at the rate of 5% per annum based on 365 days in a year.
- Pre-Payment: The principal and accrued interest may be prepaid by the Company at any time in its sole discretion.
- Security: The Notes will be unsecured obligations of the Company.
- Maturity Date Repayment or Conversion: Unless earlier repaid, outstanding principal and unpaid accrued interest on each Note will be due and payable on the date that is 12 months from the Final Closing Date (the "*Maturity Date*"); provided, however, that if the Company does not make such payment on the Maturity Date such failure shall not constitute a default and the outstanding principal and unpaid accrued interest on each Note shall, on the date that is 30 days following the Maturity Date, at the option of the Investor, convert into a proportional amount of 10,000,000 preferred units of the Company (or such lesser amount of preferred units to the extent any portion of the Notes has been repaid prior to such time and in proportion thereto) (the "*Conversion*"). At the time of Conversion, the Company will amend and restate its limited liability company agreement to provide for a new class of preferred units to effect the Conversion, which preferred units will be *pari*

passu with the Company's existing units; *provided however*, that the preferred units will have a liquidation preference such that the Investors will be repaid upon liquidation prior to any distributions being made to the holders of the Company's existing units. In the event of a Conversion, each Investor agrees to execute such documents as the Company shall request to reflect such Investor's membership in the Company, including, without limitation, the amended and restated limited liability company agreement of the Company.

Change of Control: In the event of a Change of Control (as defined below) prior to the Maturity Date, the Investors will receive a cash repayment equal to the outstanding principal, and all accrued but unpaid interest, on the Notes. "**Change of Control**" shall mean (i) a merger or consolidation (other than one in which members of the Company own a majority by voting power of the outstanding units or other ownership interests of the surviving or acquiring entity) or (ii) a sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company.

Profit Sharing Agreement:

The Company and the Investors will enter into a profit sharing agreement (the "**Profit Sharing Agreement**") which shall provide that, beginning with the first date that no Notes remain outstanding, within thirty (30) days after the determination of the Net Income (as defined below) of the Company for each fiscal quarter during the term of the Profit Sharing Agreement (with such determination to be made no later than 45 days following the last day of each fiscal quarter), the Company shall pay to each Investor an amount equal to the Net Income for such fiscal quarter multiplied by the Investor's Profit Share Percentage (as defined below) (such payments, "**Profit Share Payments**"). "**Net Income**" shall mean, for a given period, an amount equal to the Company's net income for such period determined by the Company in its sole and absolute discretion in accordance with generally accepted accounting principles. An Investor who purchased a Note for \$1,000,000 would have a "**Profit Share Percentage**" of two percent (2.0%) of the Net Income of the Company and each Investor's Profit Share Percentage shall be calculated using this ratio (2% of Net Income per \$1,000,000 invested). The Profit Sharing Agreement shall terminate upon the earlier of the following to occur: (a) a Change of Control; (b) the date of the Conversion; and (c) any voluntary or involuntary liquidation, dissolution or winding up of the Company; provided, however, that in the event of a Change of Control and notwithstanding the termination of the Profit Sharing Agreement, the Net Income to the Company (or the amount actually paid to the Company's members in the event of the sale of the membership interests of the Company's members) as a result thereof shall be the basis for one or more additional Profit Share Payments, as applicable, to each Investor calculated in accordance with the formula set forth above.

Documentation:

The investment will be made pursuant to a note purchase agreement, the Notes, the Profit Sharing Agreement and any related ancillary agreements, document and instruments (the "**Transaction Documents**"). The Transaction Documents will be prepared by the Company's legal counsel and may be amended by the Company and the holders of a majority (by unpaid principal amount) of the Notes. In addition, as a condition to the closing of the Financing, the Company and each of its founders will enter into employment agreements providing for an annual base salary and a potential bonus commensurate with industry standards.

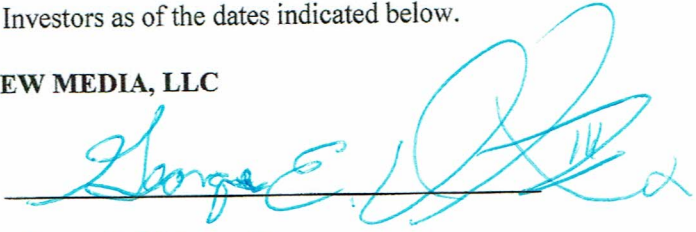
- Expenses:** The Company and the Investors will each bear their own legal and other expenses with respect to the Financing.
- Confidentiality:** No Investor will disclose the terms or existence of this Term Sheet to any person, other than its directors, managers, officers, financial advisors, accountants and attorneys who have a need to know such information, without the prior written consent of the Company.
- Use of Proceeds:** General working capital and other corporate purposes, with approximately 50% used for production (e.g., talent, writers, film crew, post-production activities, travel, administrative overhead) and approximately 50% used for promotion and distribution.
- Counterparts:** This Term Sheet may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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This Term Sheet is executed by the Company and the Investors as of the dates indicated below.


SEEVIEW MEDIA, LLC

By: _____


Name: George E. Dickson, III
Title: Manager
Date: April 15, 2020

This Term Sheet is executed by the Company and the Investors as of the dates indicated below.

INVESTOR:

Investor: MFDI, LLC
By: Robert E. Hawk
Title: President & CEO
Signature: 
Address:

MFDI, LLC
Attn: Robert E. Hawk
786 Road 188
Delano, CA 93215
Bob@mungerfarms.com
616-446-2114

Exhibit B

PROFIT SHARING AGREEMENT

This Profit Sharing Agreement is made and entered into as of this ^{14th} day of April, 2020 (the "Effective Date"), by and among SeeView Media, LLC (the "Company") and the investors set forth on Schedule I attached hereto (the "Investors").

WHEREAS, pursuant to that certain Note Purchase Agreement, dated on or about the date hereof by and among the Company and the Investors (the "Note Purchase Agreement"), the Investors have each purchased a convertible promissory note (collectively, the "Notes") in the principal amount (the "Investment Amount") set forth opposite such Investor's name on Schedule I hereto.

WHEREAS, the parties desire to enter into this Agreement to provide the Investors a certain share of the Net Income (as defined below) of the Company on the terms set forth herein.

NOW THEREFORE, in consideration of the foregoing, and the representations, warranties, and conditions set forth below, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.01. "Agreement" means this Profit Sharing Agreement, including all schedules hereto, as it may be amended from time to time.

SECTION 1.02. "Affiliate" means, with respect to any specified Person, any other Person who or which, directly or indirectly, controls, is controlled by, or is under common control with such specified Person.

SECTION 1.03. "Change in Control" means: (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is party (including, without limitation, any unit acquisition, reorganization, merger or consolidation but excluding any sale of units for capital-raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of units in the Company held by such holders prior to such transaction, at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such transaction or series of transactions; or (ii) a sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company.

SECTION 1.04. "Entity" means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association or other entity.

SECTION 1.05. "GAAP" means generally accepted accounting principles as formulated and interpreted by the Financial Accounting Standards Board in the United States of America.

SECTION 1.06. "Majority in Interest" means Investors holding at least a majority of the aggregate outstanding principal amount of all Notes.

SECTION 1.07. "Net Income" means, for a given period, an amount equal to the Company's net income for such period, if any, determined in accordance with GAAP.

SECTION 1.08. "Profit Share Percentage" shall mean the percentage that results from multiplying an Investor's Investment Amount by 0.00000002%. By way of example only, an Investor with an Investment Amount of \$1,000,000 would have a Profit Share Percentage of two percent (2.0%) (i.e., \$1,000,000 multiplied by 0.00000002%).

SECTION 1.09. "Person" means any individual or Entity.

ARTICLE II **PAYMENTS**

SECTION 2.01. Payment. During the term of this Agreement and beginning with the date that no Notes remain outstanding, within thirty (30) days after the determination of Net Income for each fiscal quarter pursuant to Section 3.01, the Company shall pay to each Investor an amount equal to the Net Income for such fiscal quarter multiplied by the Investor's Profit Share Percentage (such a payment, a "Profit Share Payment"). In the event the Company does not have any Net Income for a particular fiscal quarter, there shall be no Profit Share Payment made to the Investors for such quarter.

SECTION 2.02. Withholding Tax Payments and Obligations. The Company is authorized to withhold from any payment made to an Investor any taxes or other amounts required by law to be withheld, and in such event, such taxes or other amounts shall be treated as if an amount equal to such withheld taxes or other amounts had been paid to such Investor rather than paid over to the taxing authority or other governmental authority.

ARTICLE III **PROFITS**

SECTION 3.01. Determination of Profits. The Company shall, within forty-five (45) days (or as soon as practicable thereafter) following the end of each fiscal quarter of the Company, determine the Net Income for the Company for such fiscal quarter. The determination of the Company's Net Income for each fiscal quarter shall be made by the Company in its sole and absolute discretion and such determination shall be conclusive and final.

ARTICLE IV **ACCOUNTING**

SECTION 4.01. Reports to Investors. The Company shall prepare and deliver to each Investor within forty-five (45) days (or as soon as practicable thereafter) following the end of each fiscal quarter, a report that shows the Company's Net Income for such fiscal quarter as determined in accordance with Section 3.01.

SECTION 4.02. Confidentiality. Each Investor agrees to keep confidential, and not to disclose to any Person, any matter relating to the Company or any of its Affiliates or their respective affairs (other than disclosure to such Investor's advisors responsible for matters relating to the Company who need to know such information in order to perform such responsibilities (each such Person being hereinafter referred to as an "Authorized Representative")); provided, however, that such Investor or any of its Authorized Representatives may make such disclosure to the extent that (a) the information being disclosed is in connection with such Investor's tax returns, (b) the information being disclosed is

otherwise generally available to the public, (c) such disclosure is requested by any governmental body, agency, official or authority having jurisdiction over such Investor, or (d) such disclosure, based upon the advice of legal counsel of the Investor or Authorized Representative, is otherwise required by law or statute. Prior to making any disclosure described in clause (d) of this Section 4.02, such Investor shall notify the Company of such disclosure and of such advice of counsel. Such Investor shall use all reasonable efforts to cause each of its Authorized Representatives to comply with the obligations of such Investor under this Section 4.02. In connection with any disclosure described in clauses (c) or (d) above, the disclosing Investor shall cooperate with the Company in seeking any protective order or other appropriate arrangement as the Company may request.

ARTICLE V **TERM**

SECTION 5.01. Term. The term of this Agreement shall begin on the Effective Date and shall terminate on the earlier of: (a) the occurrence of any Change in Control of the Company; (b) the date of conversion pursuant to the terms of the Notes; and (c) any voluntary or involuntary liquidation, dissolution or winding up of the Company; provided, however, that in the event of a Change of Control and notwithstanding the termination of this Agreement, the Net Income to the Company (or the amount actually paid to the Company's members in the event of a Change of Control structured as the sale of the membership interests of the Company's members) as a result of such Change of Control shall be the basis for one or more additional Profit Share Payments to each Investor, as such Net Income is realized by the Company or such amounts are paid to the Company's members over time, as applicable, and with such realization date or payment date being deemed the determination date of the Company pursuant to Section 3.01 and the associated Profit Share Payment being due within thirty (30) days of such date. Sections 2.02 and 4.02 and Articles V, VI, VII, VIII and IX shall survive termination of this Agreement.

ARTICLE VI **MANAGEMENT**

SECTION 6.01. Management. Each Investor acknowledges the absolute right of the Company to operate, manage, budget, hire, market, and administer every aspect of the Company's business in the exercise of their sole and absolute discretion. Each Investor expressly and irrevocably waives and relinquishes in favor of the Company and its Affiliates the benefit of any express or implied duties that may exist now or hereafter under applicable laws that create or may deem to exist a duty on the part of the Company to realize or to maximize its Net Income or to avoid any actions that would or could negatively impact, reduce or eliminate its Net Income.

ARTICLE VII **AMENDMENT**

SECTION 7.01. Amendments. This Agreement may be amended, waived or modified only upon the written consent of the Company and the Majority in Interest; provided however, that no such amendment, waiver or consent shall reduce the Profit Share Percentage of any Investor or any Investor's Profit Share Payment without the affected Investor's written consent unless such amendment, waiver or consent applies on its face to all Investors in the same manner. Notwithstanding the foregoing terms of this Section 7.01, the Company may automatically and without obtaining any other Person's consent update Schedule I to reflect any additional Investors (and related information) who are issued a Note in any Subsequent Closing (as defined in the Note Purchase Agreement). Any amendment or waiver effected in accordance with this paragraph shall be binding upon all of the parties hereto.

ARTICLE VIII

NOTICES

SECTION 8.01. Method for Notices. All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and mailed or delivered to each party as follows: (a) if to an Investor, at such Investor's physical or email address set forth in such Investor's signature page hereto, or at such other address as such Investor shall have furnished the Company in writing; or (b) if to the Company, at 5619 Scotts Valley Drive, Suite 280, Scotts Valley, CA 95066, or at such other address or email address as the Company shall have furnished to the Investors in writing. All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by email, (iv) one business day after being deposited with an overnight courier service of recognized standing or (v) four days after being deposited in the U.S. mail, first class with postage prepaid.

ARTICLE IX

GENERAL PROVISIONS

SECTION 9.01. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. This Agreement and all actions arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware or of any other state. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts located in Santa Cruz County, California and to the jurisdiction of the United States District Court for the Northern District of California for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts located in Santa Cruz County, California or the United States District Court for the Northern District of California, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, any agreement entered into in connection with this Agreement or any transaction contemplated hereby or thereby. Each party (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement, as applicable, by, among other things, the mutual waivers and certifications in this Section 9.01.

SECTION 9.02. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

SECTION 9.03. Construction; Headings. As used herein (a) "or" shall mean "and/or" and (b) "including" or "include" shall mean "including, without limitation." The headings and captions herein are inserted for convenience of reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. It is the intention of the parties that every covenant, term

and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party (notwithstanding any rule of law requiring an Agreement to be strictly construed against the drafting party), it being understood that the parties to this Agreement are sophisticated and have had adequate opportunity and means to retain counsel to represent their interests and to otherwise negotiate the provisions of this Agreement.

SECTION 9.04. Severability. If any term or provision of this Agreement or the application thereof to any Person or circumstances shall be held invalid or unenforceable, the remaining terms and provisions hereof and the application of such term or provision to Persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

SECTION 9.05. Successors and Assigns. Except as otherwise provided herein, all of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective transferees, if any. Notwithstanding the foregoing, neither this Agreement nor any rights, benefits, obligations or liabilities under or in connection with this Agreement (including, without limitation any right to receive any payment) may be assigned or otherwise transferred (including, by operation of law), or delegated in whole or in part, (i) by any Investor with the prior written consent of the Company or (ii) by the Company without the prior written consent of a Majority in Interest.

SECTION 9.06. Entire Agreement. This Agreement (including all schedules hereto) constitutes the entire agreement between the Company and the Investors with respect to the subject matter hereof and supersedes any agreement or understanding entered into as of a date prior to the Effective Date among or between them with respect to such subject matter.

SECTION 9.07. No Third-Party Beneficiaries. It is understood and agreed among the parties that this Agreement and the covenants made herein are made expressly and solely for the benefit of the parties hereto, and that no other Person shall be entitled or be deemed to be entitled to any benefits or rights hereunder, nor be authorized or entitled to enforce any rights, claims or remedies hereunder or by reason hereof.

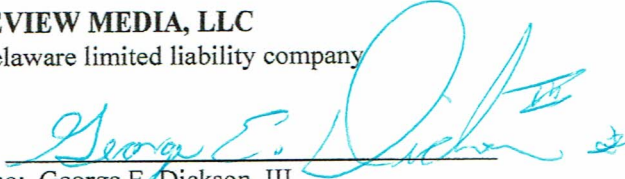
SECTION 9.08. Remedies and Waivers. No delay or omission on the part of any party to this Agreement in exercising any right, power or remedy provided by law or provided hereunder shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy provided by law or provided hereunder shall not preclude any other or further exercise of any other right, power or remedy. The rights, powers and remedies provided hereunder are cumulative and are not exclusive of any rights, powers and remedies provided by law.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

COMPANY:

SEEVIEW MEDIA, LLC
a Delaware limited liability company

By: 
Name: George E. Dickson, III
Title: Manager
Email: ged7.111@gmail.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date set forth below.

INVESTOR:

Investor: MFDI, LLC

By: Robert E. Hawk

Title: President & CEO

Signature: 

Address:

MFDI, LLC
Attn: Robert E. Hawk
786 Road 188
Delano, CA 93215
Bob@mungerfarms.com
616-446-2114

SCHEDULE I

SCHEDULE OF INVESTORS

<u>Investor</u>	<u>Investment Amount</u>
MFDI, LLC	\$ 250,000

Exhibit C

SEEVIEW MEDIA, LLC

NOTE PURCHASE AGREEMENT

This Note Purchase Agreement, dated as of April ^{14th}/₁₇, 2020 (this "**Agreement**"), is entered into by and among SeeView Media, LLC, a Delaware limited liability company (the "**Company**"), and the persons or entities listed on the schedule of investors attached hereto as Schedule I (each an "**Investor**" and, collectively, the "**Investors**").

RECITALS

A. On the terms and subject to the conditions set forth herein, each Investor is willing to purchase from the Company, and the Company is willing to sell to such Investor, a convertible promissory note in the principal amount set forth opposite such Investor's name on Schedule I hereto.

B. Capitalized terms not otherwise defined herein shall have the meanings set forth in the form of Note (as defined below) attached hereto as Exhibit A.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and the representations, warranties, and conditions set forth below, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **The Notes.**

(a) *Issuance of Notes.* Subject to all of the terms and conditions hereof, the Company agrees to issue and sell to each of the Investors, and each of the Investors severally agrees to purchase, a convertible promissory note in the form of Exhibit A hereto (each, a "**Note**" and, collectively, the "**Notes**") in the principal amount set forth opposite the respective Investor's name on Schedule I hereto. The obligations of the Investors to purchase Notes are several and not joint. The aggregate principal amount for all Notes issued hereunder shall not exceed \$10,000,000 or such other amount determined in the Company's sole discretion (the "**Aggregate Principal Amount**").

(b) *Closings; Delivery.* The initial sale and purchase of the Notes shall take place remotely via the electronic exchange of signatures at a closing on April ^{22nd}/₁₇, 2020 (the "**Initial Closing**"), or at such other place and time as the Company and the Investors participating in the Initial Closing may determine. The Company may conduct multiple subsequent closings (each, a "**Subsequent Closing**," with the Initial Closing and any Subsequent Closing a "**Closing**," and with the date of any Closing a "**Closing Date**") remotely via the electronic exchange of signatures on or before September 15, 2020 to additional Investors selected at the Company's sole and absolute discretion, up to the Aggregate Principal Amount; *provided* that each Investor shall purchase a minimum of \$200,000 of Notes. Any Investor participating in a Subsequent Closing shall become a party to, and shall be entitled to receive Notes in accordance with, this Agreement, and Schedule I shall be updated from time to time to reflect such Subsequent Closings and the Investors thereunder. At each Closing, the Company will deliver to each applicable Investor the Note to be purchased by such Investor, against receipt by the Company of the corresponding purchase price set forth on Schedule I hereto (the "**Purchase Price**") by check payable to the Company or by wire transfer to a bank account designated by the Company.

(c) *Use of Proceeds.* The proceeds of the sale and issuance of the Notes shall be used for general working capital and other corporate purposes, with approximately 50% used for production (e.g.

talent, writers, film crew, post-production activities, travel and administrative overhead) and approximately 50% used for promotion and distribution.

2. **Representations and Warranties of the Company.** The Company represents and warrants to each Investor that:

(a) *Due Organization, Qualification, etc.* The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has the limited liability company power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) *Authority.* The execution, delivery and performance by the Company of each Transaction Document to be executed by the Company and the consummation of the transactions contemplated thereby have been duly authorized by all necessary limited liability company action on the part of the Company.

(c) *Enforceability.* Each Transaction Document executed, or to be executed, by the Company has been, or will be, duly executed and delivered by the Company and constitutes, or will constitute, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(d) *Non-Contravention.* The execution and delivery by the Company of each Transaction Document executed by the Company and the performance and consummation of the transactions contemplated thereby do not: (i) violate the Company's Certificate of Formation or Limited Liability Company Agreement (as amended, the "**Organizational Documents**") or any material judgment, order, writ, decree, statute, rule or regulation applicable to the Company; (ii) violate any provision of, or result in the breach or the acceleration of, or entitle any other Person to accelerate (whether after the giving of notice or lapse of time or both), any material mortgage, indenture, agreement, instrument or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any Lien upon any property, asset or revenue of the Company or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations, or any of its assets or properties.

(e) *Subsidiaries.* The Company does not own or control, directly or indirectly, any interest in any corporation, partnership, limited liability company, association or other business entity.

(f) *Approvals.* No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority or other Person (including, without limitation, the shareholders of any Person) is required in connection with the execution and delivery of the Transaction Documents executed by the Company and the performance and consummation of the transactions contemplated thereby, other than such as have been obtained and remain in full force and effect and other than such qualifications or filings under applicable securities laws as may be required in connection with the transactions contemplated by this Agreement.

(g) *No Violation or Default.* The Company is not in violation of or in default with respect to its Organizational Documents or any material judgment, order, writ, decree, statute, rule or regulation applicable to the Company.

3. **Representations and Warranties of Investors.** Each Investor, severally and not jointly, represents and warrants to the Company upon the acquisition of a Note as follows:

(a) *Binding Obligation.* Such Investor has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement and the Transaction Documents constitute valid and binding obligations of such Investor, enforceable in accordance with their terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) *Securities Law Compliance.* Such Investor has been advised that the Notes and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. Such Investor is aware that the Company is under no obligation to effect any such registration with respect to the Notes or the underlying securities or to file for or comply with any exemption from registration. Such Investor has not been formed solely for the purpose of making this investment and is purchasing the Notes to be acquired by such Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and Investor has no present intention of selling, granting any participation in, or otherwise distributing the same.

(c) Such Investor has such knowledge and experience in financial and business matters that such Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing such Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

(d) *Access to Information.* Such Investor acknowledges that the Company has given such Investor access to the business records and accounts of the Company and to all information in its possession relating to the Company, has made its officers and representatives available for interview by such Investor, and has furnished such Investor with all documents and other information required for such Investor to make an informed decision with respect to the purchase of the Notes.

(e) *Tax Advisors.* Such Investor has reviewed with its own tax advisors the U.S. federal, state and local and non-U.S. tax consequences of this investment and the transactions contemplated by this Agreement. With respect to such matters, such Investor relies solely on any such advisors and not on any statements or representations of the Company or any of its agents, written or oral. Such Investor understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment and the transactions contemplated by this Agreement.

(f) *No Bad Actors.* Such Investor is not subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "*Disqualification Event*"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3).

(g) *Accredited Investor.* Such Investor is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act and shall submit to the Company such further assurances of such status as may be reasonably requested by the Company. The residency of the Investor (or, in the case of a partnership or corporation, such entity's principal place of business) is correctly set forth beneath such Investor's name on such Investor's signature page hereto.

(h) *Non-United States Persons.* If such Investor is not a United States person, such Investor hereby represents that such Investor is satisfied as to the full observance of the laws of such Investor's jurisdiction in connection with any invitation to invest in the Notes and any units issued upon conversion thereof or any use of the Transaction Documents, including (i) the legal requirements within the Investor's jurisdiction for the purchase of the Notes and any units issued upon conversion thereof, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase,

holding, redemption, sale or transfer of such securities. The Investor's subscription and payment for, and the Investor's continued beneficial ownership of, the Notes and any units issued upon conversion thereof will not violate any applicable securities or other laws of the Investor's jurisdiction.

4. **Conditions to Closing of the Investors.** An Investor's obligations at any Closing are subject to the fulfillment, on or prior to the applicable Closing Date, of all of the following conditions, any of which may be waived in whole or in part by all of the Investors participating in such Closing:

(a) *Representations and Warranties.* The representations and warranties made by the Company in Section 2 hereof shall have been true and correct when made, and shall be true and correct on such Closing Date.

(b) *Governmental Approvals and Filings.* Except for any notices required or permitted to be filed after the applicable Closing Date with certain federal and state securities commissions, the Company shall have obtained all governmental approvals required in connection with the lawful sale and issuance of the Notes.

(c) *Legal Requirements.* At the applicable Closing, the sale and issuance by the Company, and the purchase by the Investors, of the Notes shall be legally permitted by all laws and regulations to which the Investors or the Company are subject.

(d) *Proceedings and Documents.* All proceedings in connection with the transactions contemplated at the applicable Closing and all documents and instruments incident to such transactions shall be reasonably satisfactory in substance and form to the Investors.

(e) *Transaction Documents.* The Company shall have duly executed and delivered the Transaction Documents to the Investors.

(f) *Offer Letters.* The Company shall have entered into an offer letter with each of George E. Dickson, III and Timothy D. Yale.

5. **Conditions to Obligations of the Company.** The Company's obligation to issue and sell Notes at any Closing is subject to the fulfillment, on or prior to the applicable Closing Date, of the following conditions, any of which may be waived in whole or in part by the Company:

(a) *Representations and Warranties.* The representations and warranties made by the Investor(s) in the applicable Closing in Section 3 hereof shall be true and correct when made, and shall be true and correct on the applicable Closing Date.

(b) *Governmental Approvals and Filings.* Except for any notices required or permitted to be filed after the applicable Closing Date with certain federal and state securities commissions, the Company shall have obtained all governmental approvals required in connection with the lawful sale and issuance of the Notes.

(c) *Legal Requirements.* At the applicable Closing, the sale and issuance by the Company, and the purchase by the applicable Investor(s), of the Notes shall be legally permitted by all laws and regulations to which such Investor(s) or the Company are subject.

(d) *Purchase Price.* The applicable Investor(s) shall have delivered to the Company the Purchase Price in respect of the Note(s) being purchased by such Investor(s) referenced in Section 1(b) hereof.

(e) *Transaction Documents.* The applicable Investor(s) shall have duly executed and delivered the applicable Transaction Documents to the Company.

6. *Miscellaneous.*

(a) *Waivers and Amendments.* Any provision of this Agreement and the Notes may be amended, waived or modified only upon the written consent of the Company and the Majority in Interest; provided however, that no such amendment, waiver or consent shall: (i) reduce the principal amount of any Note without the affected Investor's written consent, or (ii) reduce the rate of interest of any Note without the affected Investor's written consent. Notwithstanding the foregoing terms of this Section 6(a), the Company may automatically and without obtaining any other Person's consent update Schedule I to reflect any additional Investors (and related information) who are issued any Note in any Subsequent Closing. Any amendment or waiver effected in accordance with this paragraph shall be binding upon all of the parties hereto.

(b) *Governing Law.* This Agreement and all actions arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware or of any other state.

(c) *Survival.* The representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement.

(d) *Successors and Assigns.* Subject to the restrictions on transfer described in Section 6(e) below, the rights and obligations of the Company and the Investors shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

(e) *Registration, Transfer and Replacement of the Notes.* The Notes issuable under this Agreement shall be registered notes. The Company will keep, at its principal executive office, books for the registration and registration of transfer of the Notes. Prior to presentation of any Note for registration of transfer, the Company shall treat the Person in whose name such Note is registered as the owner and holder of such Note for all purposes whatsoever, whether or not such Note shall be overdue, and the Company shall not be affected by notice to the contrary. Subject to any restrictions on or conditions to transfer set forth in any Note, the holder of any Note, at its option, may in person or by duly authorized attorney surrender the same for exchange at the Company's chief executive office, and promptly thereafter and at the Company's expense, except as provided below, receive in exchange therefor one or more new Note(s), each in the principal amount requested by such holder, dated the date to which interest shall have been paid on the Note so surrendered or, if no interest shall have yet been so paid, dated the date of the Note so surrendered and registered in the name of such Person or Persons as shall have been designated in writing by such holder or its attorney for the same principal amount as the then unpaid principal amount of the Note so surrendered. Upon receipt by the Company of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of any Note and (a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it; or (b) in the case of mutilation, upon surrender thereof, the Company, at its expense, will execute and deliver in lieu thereof a new Note executed in the same manner as the Note being replaced, in the same principal amount as the unpaid principal amount of such Note and dated the date to which interest shall have been paid on such Note or, if no interest shall have yet been so paid, dated the date of such Note.

(f) *Entire Agreement.* This Agreement together with the other Transaction Documents constitute and contain the entire agreement among the Company and Investors and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(g) *Notices.* All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and mailed or delivered to each party as follows: (i) if to an Investor, at such Investor's physical or email address set forth in such Investor's signature page hereto, or at such other address as such Investor shall have furnished the Company in writing; or (ii) if to the Company, at 5619 Scotts Valley Drive, Suite 280, Scotts Valley, CA 95066, or at such other address or email address as the Company shall have furnished to the Investors in writing. All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by email, (iv) one business day after being deposited with an overnight courier service of recognized standing or (v) four days after being deposited in the U.S. mail, first class with postage prepaid.

(h) *Separability of Agreements; Severability of this Agreement.* The Company's agreement with each of the Investors is a separate agreement and the sale of the Notes to each of the Investors is a separate sale. Unless otherwise expressly provided herein, the rights of each Investor hereunder are several rights, not rights jointly held with any of the other Investors. Any invalidity, illegality or limitation on the enforceability of the Agreement or any part thereof, by any Investor whether arising by reason of the law of the respective Investor's domicile or otherwise, shall in no way affect or impair the validity, legality or enforceability of this Agreement with respect to other Investors. If any provision of this Agreement shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

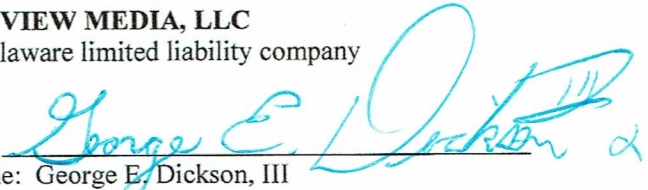
(i) *Counterparts.* This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page follows.]

The parties have caused this Agreement to be duly executed and delivered as of the date first written above.

COMPANY:

SEEVIEW MEDIA, LLC
a Delaware limited liability company

By: 
Name: George E. Dickson, III
Title: Manager
Email: ged7.111@gmail.com

The parties have caused this Agreement to be duly executed and delivered as of the date set forth below.

INVESTOR:

Investor: MFDI, LLC

By: Robert E. Hawk

Title: President & CEO

Signature: 

Address:

MFDI, LLC

Attn: Robert E. Hawk

786 Road 188

Delano, CA 93215

Bob@mungerfarms.com

616-446-2114

[Signature page to Note Purchase Agreement]

SCHEDULE I

SCHEDULE OF INVESTORS

Initial Closing: April ^{22nd}, 2020

<u>Investor</u>	<u>Purchase Price</u>
MFDI, LLC	\$ 250,000
<i>Sub-Total:</i>	\$

Subsequent Closing(s): [_____], 20[_]

<u>Investor</u>	<u>Purchase Price</u>
MFDI, LLC	\$(_____)
<i>Sub-Total:</i>	\$(_____)
<i>TOTAL:</i>	\$(_____)

EXHIBIT A
FORM OF NOTE

Exhibit D

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

SEEVIEW MEDIA, LLC

CONVERTIBLE PROMISSORY NOTE

Additional 250,000.00

\$ 250,000.00

May, 15, 2020

Total

\$ 500,000.00 AS OF THE 15TH OF MAY, 2020

FOR VALUE RECEIVED, SeeView Media, LLC, a Delaware limited liability company (the "Company"), promises to pay to MFDI, LLC, a California limited liability company ("Investor"), or its registered assigns, in lawful money of the United States of America the principal sum of [250,000] 00 dollars (\$[]), or such lesser amount as shall equal the outstanding principal amount hereof (the "Principal Amount"), together with simple interest from the date of this Convertible Promissory Note (this "Note") on the unpaid principal balance at a rate equal to 5% per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. Unless otherwise converted into equity securities of the Company pursuant to the terms hereof, all unpaid principal, together with any then unpaid and accrued interest and other amounts payable hereunder, shall be due and payable on the earlier of (i) April 15, 2021 (the "Maturity Date") or (ii) when, upon the occurrence and during the continuance of an Event of Default, such amounts are declared due and payable by Investor or made automatically due and payable, in each case, in accordance with the terms hereof. This Note is one of the "Notes" issued pursuant to that certain Note Purchase Agreement, dated April __, 2020, entered into by and among the Company, Investor, and certain other purchasers of Notes (the "Note Purchase Agreement"). This Note is not secured by any Lien in any Company assets or property.

The following is a statement of the rights of Investor and the conditions to which this Note is subject, and to which Investor, by the acceptance of this Note, agrees:

1. **Payments.**

(a) **Interest.** Unless otherwise prepaid, accrued interest on this Note shall be payable at maturity.

(b) **Voluntary Prepayment.** The principal amount under this Note may be prepaid by the Company at any time at the Company's sole discretion. Accrued interest under this Note may be prepaid by the Company at any time at the Company's sole discretion.

2. **Events of Default.** The occurrence of any of the following shall constitute an "Event of Default" under this Note and the other Transaction Documents:

(a) *Breaches of Covenants.* The Company shall fail to observe or perform any other covenant, obligation, condition or agreement contained in this Note or the other Transaction Documents and such failure shall continue for ten (10) business days after the Company's receipt of written notice to the Company of such failure;

(b) *Voluntary Bankruptcy or Insolvency Proceedings.* The Company shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) admit in writing its inability to pay its debts generally as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated, (v) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vi) take any action for the purpose of effecting any of the foregoing; or

(c) *Involuntary Bankruptcy or Insolvency Proceedings.* Proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company, or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Company or any of its subsidiaries, if any, or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within forty five (45) days of commencement.

3. *Rights of Investor upon Default.* Upon the occurrence of any Event of Default (other than an Event of Default described in Sections 2(c) or 2(d)) and at any time thereafter during the continuance of such Event of Default, Investor may, with the written consent of a Majority in Interest, by written notice to the Company, declare all outstanding Obligations payable by the Company hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the other Transaction Documents to the contrary notwithstanding. Upon the occurrence of any Event of Default described in Sections 2(c) and 2(d), immediately and without notice, all outstanding Obligations payable by the Company hereunder shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the other Transaction Documents to the contrary notwithstanding. In addition to the foregoing remedies, upon the occurrence and during the continuance of any Event of Default, Investor may, with the written consent of a Majority in Interest, exercise any other right power or remedy granted to it by the Transaction Documents or otherwise permitted to it by law, either by suit in equity or by action at law, or both.

4. *Conversion.*

(a) *Optional Conversion Following Maturity.*

(i) Following the Maturity Date, the Notes and all accrued and unpaid interest thereon shall be convertible at the written election of the Investor into fully paid non-assessable preferred units of the Company (the "*Conversion*"). Prior to the Conversion, the Company will amend and restate its limited liability company agreement to provide for a new class of preferred units to effect the Conversion, which preferred units will be *pari passu* with the Company's existing units; *provided however*, that the preferred units will have a liquidation preference such that Investors will be repaid pro rata upon liquidation prior to any distributions being made to the holders of the Company's existing units. Investor will be entitled to receive Investor's pro rata portion of (A) 10,000,000 preferred units, assuming none of the Notes have been prepaid and the Company issued at least an aggregate of \$10,000,000 in principal amount of Notes, or (B) such lesser aggregate amount of preferred units to the extent any portion of the Notes have been prepaid or a lesser aggregate principal amount of Notes was sold, with the aggregate amount of preferred units reduced in proportion thereto ((A) or (B), as applicable, the "*Aggregate Units*"). Investor's pro rata portion shall be

determined by multiplying (x) the quotient obtained by dividing (i) the Principal Amount by (ii) the then aggregate principal amount (excluding accrued interest) of all Notes, *times* (y) the Aggregate Units.

(ii) In connection with the conversion of this Note pursuant to this Section 4(a), the Company will provide a standardized unit purchase agreement, that Investor hereby agrees to execute and deliver to the Company, which shall contain customary representations and warranties and transfer restrictions (including, without limitation, a 180 day lock-up agreement in connection with an initial public offering), the Company's amended and restated limited liability company agreement and any other documents requested by the Company to reflect such Investor's membership in the Company. The Investor also agrees to deliver the original of this Note (or a notice to the effect that the original Note has been lost, stolen or destroyed and an agreement acceptable to the Company whereby the holder agrees to indemnify the Company from any loss incurred by it in connection with this Note); *provided, however*, that upon satisfaction of the conditions set forth in this Section 4(a), this Note shall be deemed converted and of no further force and effect, whether or not it is delivered for cancellation as set forth in this sentence.

(b) *Fractional Units; Interest; Effect of Conversion.* No fractional units shall be issued upon conversion of this Note. All calculations made at conversion will be rounded down to the nearest whole number of preferred units. Upon conversion of this Note in full, the Company shall be forever released from all its Obligations and liabilities under this Note and this Note shall be deemed of no further force or effect, whether or not the original of this Note has been delivered to the Company for cancellation.

5. *Payment Upon a Change of Control.* If a Change of Control occurs prior to the Maturity Date, then, immediately prior to the closing of such Change of Control, the Company shall pay Investor an amount equal to the then-outstanding principal under this Note, plus any accrued but unpaid interest then due under this Note.

6. *Definitions.* As used in this Note, the following capitalized terms have the following meanings:

"Change of Control" shall mean: (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is party (including, without limitation, any unit acquisition, reorganization, merger or consolidation but excluding any sale of units for capital-raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of units in the Company held by such holders prior to such transaction, at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such transaction or series of transactions; or (ii) a sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company.

"Investor" shall mean the Person specified in the introductory paragraph of this Note or any Person who shall at the time be the registered holder of this Note.

"Investors" shall mean the investors that have purchased Notes.

"Lien" shall mean, with respect to any property, any security interest, mortgage, pledge, lien, claim, charge or other encumbrance.

"Majority in Interest" shall mean Investors holding at least a majority of the aggregate outstanding principal amount of all Notes.

"Notes" shall mean the convertible promissory notes issued pursuant to the Note Purchase Agreement.

"Obligations" shall mean and include all loans, advances, debts, liabilities and obligations, howsoever arising, owed by the Company to Investor of every kind and description, now existing or hereafter arising under or pursuant to the terms of this Note and the other Transaction Documents, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by the Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 *et seq.*), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

"Person" shall mean and include an individual, a partnership, a corporation (including a business trust), a joint stock company, a limited liability company, an unincorporated association, a joint venture or other entity or a governmental authority.

"Profit Sharing Agreement" shall mean that certain Profit Sharing Agreement, dated April __, 2020, entered into by and among the Company and the Investors.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Transaction Documents" shall mean this Note, each of the other Notes, the Note Purchase Agreement and the Profit Sharing Agreement.

7. *Miscellaneous.*

(a) *Successors and Assigns; Transfer of this Note or Securities Issuable on Conversion Hereof.*

(i) Subject to the restrictions on transfer described in this Section 7(a), the rights and obligations of the Company and Investor shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

(ii) With respect to any offer, sale or other disposition of this Note or securities into which such Note may be converted, Investor will give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of Investor's counsel, or other evidence if reasonably satisfactory to the Company, to the effect that such offer, sale or other distribution may be effected without registration or qualification (under any federal or state law then in effect). Upon receiving such written notice and reasonably satisfactory opinion, if so requested, or other evidence, the Company, as promptly as practicable, shall notify Investor that Investor may sell or otherwise dispose of this Note or such securities, all in accordance with the terms of the notice delivered to the Company. If a determination has been made pursuant to this Section 7(a) that the opinion of counsel for Investor, or other evidence, is not reasonably satisfactory to the Company, the Company shall so notify Investor promptly after such determination has been made. Each Note thus transferred and each certificate representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Securities Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the Securities Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions. Subject to the foregoing, transfers of this Note shall be registered upon registration books maintained for such purpose by or on behalf of the Company as provided in the Note Purchase Agreement. Prior to presentation of this Note for registration of transfer, the Company shall treat the registered holder hereof as the owner and holder of this Note for the purpose of receiving all payments of principal and interest hereon and for all other purposes whatsoever, whether or not this Note shall be overdue, and the Company shall not be affected by notice to the contrary.

(b) *Waiver and Amendment.* Any provision of this Note may be amended, waived or modified upon the written consent of the Company and the Majority in Interest; *provided, however,* that no

such amendment, waiver or consent shall: (i) reduce the principal amount of this Note without Investor's written consent; or (ii) reduce the rate of interest of this Note without Investor's written consent.

(c) *Notices.* All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and mailed or delivered to each party at the respective physical or email addresses of the parties as set forth in the Note Purchase Agreement, or at such other address as the Company or Investor (as applicable) shall have furnished to the other party in writing. All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by email, (iv) one business day after being deposited with an overnight courier service of recognized standing or (v) four days after being deposited in the U.S. mail, first class with postage prepaid.

(d) *Pari Passu Notes.* Investor acknowledges and agrees that the payment of all or any portion of the outstanding principal amount of this Note and all interest hereon shall be pari passu in right of payment and in all other respects to the other Notes. In the event Investor receives payments in excess of its pro rata share of the Company's payments to the Investors of all of the Notes, then Investor shall hold in trust all such excess payments for the benefit of the holders of the other Notes and shall pay such amounts held in trust to such other holders upon demand by such holders.

(e) *Payment.* Unless converted into the Company's equity securities pursuant to the terms hereof, payment shall be made in lawful tender of the United States.

(f) *Usury.* In the event any interest is paid on this Note which is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of principal and applied against the principal of this Note.

(g) *Waivers.* The Company hereby waives notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor and all other notices or demands relative to this instrument.

(h) *Governing Law.* This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware, or of any other state.

[Signature page follows.]

The Company has caused this Note to be issued as of the date first written above.

SEEVIEW MEDIA, LLC
a Delaware limited liability company

By: 
Name: George E. Dickson, III
Title: Manager

x

Exhibit E

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

SEEVIEW MEDIA, LLC

CONVERTIBLE PROMISSORY NOTE

\$250,000	April 10, 2020
\$250,000	May 15, 2020
\$250,000	July 9, 2020

FOR VALUE RECEIVED, SeeView Media, LLC, a Delaware limited liability company (the "**Company**"), promises to pay to MFDI, LLC, a California limited liability company ("**Investor**"), or its registered assigns, in lawful money of the United States of America the principal sum of Seven Hundred Fifty Thousand Dollars (\$750,000), or such lesser amount as shall equal the outstanding principal amount hereof (the "**Principal Amount**"), together with simple interest from the date of this Convertible Promissory Note (this "**Note**") on the unpaid principal balance at a rate equal to 5% per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. Unless otherwise converted into equity securities of the Company pursuant to the terms hereof, all unpaid principal, together with any then unpaid and accrued interest and other amounts payable hereunder, shall be due and payable on the earlier of (i) April 15, 2021 (the "**Maturity Date**") or (ii) when, upon the occurrence and during the continuance of an Event of Default, such amounts are declared due and payable by Investor or made automatically due and payable, in each case, in accordance with the terms hereof. This Note is one of the "Notes" issued pursuant to that certain Note Purchase Agreement, dated April 10, 2020, entered into by and among the Company, Investor, and certain other purchasers of Notes (the "**Note Purchase Agreement**"). This Note is not secured by any Lien in any Company assets or property.

The following is a statement of the rights of Investor and the conditions to which this Note is subject, and to which Investor, by the acceptance of this Note, agrees:

1. **Payments.**

(a) **Interest.** Unless otherwise prepaid, accrued interest on this Note shall be payable at maturity.

(b) **Voluntary Prepayment.** The principal amount under this Note may be prepaid by the Company at any time at the Company's sole discretion. Accrued interest under this Note may be prepaid by the Company at any time at the Company's sole discretion.

Handwritten initials

2. **Events of Default.** The occurrence of any of the following shall constitute an "**Event of Default**" under this Note and the other Transaction Documents:

(a) **Breaches of Covenants.** The Company shall fail to observe or perform any other covenant, obligation, condition or agreement contained in this Note or the other Transaction Documents and such failure shall continue for ten (10) business days after the Company's receipt of written notice to the Company of such failure;

(b) **Voluntary Bankruptcy or Insolvency Proceedings.** The Company shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) admit in writing its inability to pay its debts generally as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated, (v) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vi) take any action for the purpose of effecting any of the foregoing; or

(c) **Involuntary Bankruptcy or Insolvency Proceedings.** Proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company, or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Company or any of its subsidiaries, if any, or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within forty five (45) days of commencement.

3. **Rights of Investor upon Default.** Upon the occurrence of any Event of Default (other than an Event of Default described in Sections 2(c) or 2(d)) and at any time thereafter during the continuance of such Event of Default, Investor may, with the written consent of a Majority in Interest, by written notice to the Company, declare all outstanding Obligations payable by the Company hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the other Transaction Documents to the contrary notwithstanding. Upon the occurrence of any Event of Default described in Sections 2(c) and 2(d), immediately and without notice, all outstanding Obligations payable by the Company hereunder shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the other Transaction Documents to the contrary notwithstanding. In addition to the foregoing remedies, upon the occurrence and during the continuance of any Event of Default, Investor may, with the written consent of a Majority in Interest, exercise any other right power or remedy granted to it by the Transaction Documents or otherwise permitted to it by law, either by suit in equity or by action at law, or both.

4. **Conversion.**

(a) **Optional Conversion Following Maturity.**

(i) Following the Maturity Date, the Notes and all accrued and unpaid interest thereon shall be convertible at the written election of the Investor into fully paid non-assessable preferred units of the Company (the "**Conversion**"). Prior to the Conversion, the Company will amend and restate its limited liability company agreement to provide for a new class of preferred units to effect the Conversion, which preferred units will be *pari passu* with the Company's existing units; *provided however*, that the preferred units will have a liquidation preference such that Investors will be repaid pro rata upon liquidation prior to any distributions being made to the holders of the Company's existing units. Investor will be entitled to receive Investor's pro rata portion of (A) 10,000,000 preferred units, assuming none of the Notes have been prepaid and the Company issued at least an aggregate of \$10,000,000 in principal amount of Notes, or (B)

720

such lesser aggregate amount of preferred units to the extent any portion of the Notes have been prepaid or a lesser aggregate principal amount of Notes was sold, with the aggregate amount of preferred units reduced in proportion thereto ((A) or (B), as applicable, the "*Aggregate Units*"). Investor's pro rata portion shall be determined by multiplying (x) the quotient obtained by dividing (i) the Principal Amount by (ii) the then aggregate principal amount (excluding accrued interest) of all Notes, *times* (y) the Aggregate Units.

(ii) In connection with the conversion of this Note pursuant to this Section 4(a), the Company will provide a standardized unit purchase agreement, that Investor hereby agrees to execute and deliver to the Company, which shall contain customary representations and warranties and transfer restrictions (including, without limitation, a 180 day lock-up agreement in connection with an initial public offering), the Company's amended and restated limited liability company agreement and any other documents requested by the Company to reflect such Investor's membership in the Company. The Investor also agrees to deliver the original of this Note (or a notice to the effect that the original Note has been lost, stolen or destroyed and an agreement acceptable to the Company whereby the holder agrees to indemnify the Company from any loss incurred by it in connection with this Note); provided, however, that upon satisfaction of the conditions set forth in this Section 4(a), this Note shall be deemed converted and of no further force and effect, whether or not it is delivered for cancellation as set forth in this sentence.

(b) *Fractional Units; Interest; Effect of Conversion.* No fractional units shall be issued upon conversion of this Note. All calculations made at conversion will be rounded down to the nearest whole number of preferred units. Upon conversion of this Note in full, the Company shall be forever released from all its Obligations and liabilities under this Note and this Note shall be deemed of no further force or effect, whether or not the original of this Note has been delivered to the Company for cancellation.

5. *Payment Upon a Change of Control.* If a Change of Control occurs prior to the Maturity Date, then, immediately prior to the closing of such Change of Control, the Company shall pay Investor an amount equal to the then-outstanding principal under this Note, plus any accrued but unpaid interest then due under this Note.

6. *Definitions.* As used in this Note, the following capitalized terms have the following meanings:

"*Change of Control*" shall mean: (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is party (including, without limitation, any unit acquisition, reorganization, merger or consolidation but excluding any sale of units for capital-raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of units in the Company held by such holders prior to such transaction, at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such transaction or series of transactions; or (ii) a sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company.

"*Investor*" shall mean the Person specified in the introductory paragraph of this Note or any Person who shall at the time be the registered holder of this Note.

"*Investors*" shall mean the investors that have purchased Notes.

"*Lien*" shall mean, with respect to any property, any security interest, mortgage, pledge, lien, claim, charge or other encumbrance.

"*Majority in Interest*" shall mean Investors holding at least a majority of the aggregate outstanding principal amount of all Notes.

"Notes" shall mean the convertible promissory notes issued pursuant to the Note Purchase Agreement.

"Obligations" shall mean and include all loans, advances, debts, liabilities and obligations, howsoever arising, owed by the Company to Investor of every kind and description, now existing or hereafter arising under or pursuant to the terms of this Note and the other Transaction Documents, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by the Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 *et seq.*), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

"Person" shall mean and include an individual, a partnership, a corporation (including a business trust), a joint stock company, a limited liability company, an unincorporated association, a joint venture or other entity or a governmental authority.

"Profit Sharing Agreement" shall mean that certain Profit Sharing Agreement, dated April __, 2020, entered into by and among the Company and the Investors.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Transaction Documents" shall mean this Note, each of the other Notes, the Note Purchase Agreement and the Profit Sharing Agreement.

7. *Miscellaneous.*

(a) *Successors and Assigns; Transfer of this Note or Securities Issuable on Conversion Hereof.*

(i) Subject to the restrictions on transfer described in this Section 7(a), the rights and obligations of the Company and Investor shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

(ii) With respect to any offer, sale or other disposition of this Note or securities into which such Note may be converted, Investor will give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of Investor's counsel, or other evidence if reasonably satisfactory to the Company, to the effect that such offer, sale or other distribution may be effected without registration or qualification (under any federal or state law then in effect). Upon receiving such written notice and reasonably satisfactory opinion, if so requested, or other evidence, the Company, as promptly as practicable, shall notify Investor that Investor may sell or otherwise dispose of this Note or such securities, all in accordance with the terms of the notice delivered to the Company. If a determination has been made pursuant to this Section 7(a) that the opinion of counsel for Investor, or other evidence, is not reasonably satisfactory to the Company, the Company shall so notify Investor promptly after such determination has been made. Each Note thus transferred and each certificate representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Securities Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the Securities Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions. Subject to the foregoing, transfers of this Note shall be registered upon registration books maintained for such purpose by or on behalf of the Company as provided in the Note Purchase Agreement. Prior to presentation of this Note for registration of transfer, the Company shall treat the registered holder hereof as the owner and holder of this Note for the purpose of receiving all payments of principal and interest hereon and for all other purposes whatsoever, whether or not this Note shall be overdue, and the Company shall not be affected by notice to the contrary.

9/2/20

(b) *Waiver and Amendment.* Any provision of this Note may be amended, waived or modified upon the written consent of the Company and the Majority in Interest; *provided, however,* that no such amendment, waiver or consent shall: (i) reduce the principal amount of this Note without Investor's written consent; or (ii) reduce the rate of interest of this Note without Investor's written consent.

(c) *Notices.* All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and mailed or delivered to each party at the respective physical or email addresses of the parties as set forth in the Note Purchase Agreement, or at such other address as the Company or Investor (as applicable) shall have furnished to the other party in writing. All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by email, (iv) one business day after being deposited with an overnight courier service of recognized standing or (v) four days after being deposited in the U.S. mail, first class with postage prepaid.

(d) *Pari Passu Notes.* Investor acknowledges and agrees that the payment of all or any portion of the outstanding principal amount of this Note and all interest hereon shall be *pari passu* in right of payment and in all other respects to the other Notes. In the event Investor receives payments in excess of its pro rata share of the Company's payments to the Investors of all of the Notes, then Investor shall hold in trust all such excess payments for the benefit of the holders of the other Notes and shall pay such amounts held in trust to such other holders upon demand by such holders.

(e) *Payment.* Unless converted into the Company's equity securities pursuant to the terms hereof, payment shall be made in lawful tender of the United States.

(f) *Usury.* In the event any interest is paid on this Note which is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of principal and applied against the principal of this Note.

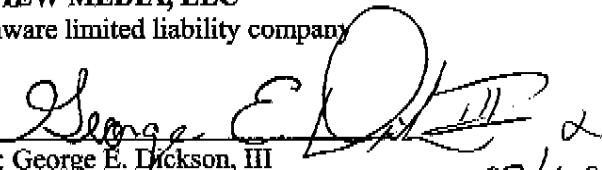
(g) *Waivers.* The Company hereby waives notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor and all other notices or demands relative to this instrument.

(h) *Governing Law.* This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware, or of any other state.

[Signature page follows.]

The Company has caused this Note to be issued as of the date first written above.

SEEVIEW MEDIA, LLC
a Delaware limited liability company

By: 
Name: George E. Dickson, III
Title: Manager

07/09/2020

Handwritten initials

Exhibit F

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

SEEVIEW MEDIA, LLC

CONVERTIBLE PROMISSORY NOTE

\$250,000	April 10, 2020
\$250,000	May 15, 2020
\$250,000	July 9, 2020
\$250,000	August 4, 2020

FOR VALUE RECEIVED, SeeView Media, LLC, a Delaware limited liability company (the “**Company**”), promises to pay to MFDI, LLC, a California limited liability company (“**Investor**”), or its registered assigns, in lawful money of the United States of America the principal sum of One Million Dollars (\$1,000,000), or such lesser amount as shall equal the outstanding principal amount hereof (the “**Principal Amount**”), together with simple interest from the date of this Convertible Promissory Note (this “**Note**”) on the unpaid principal balance at a rate equal to 5% per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. Unless otherwise converted into equity securities of the Company pursuant to the terms hereof, all unpaid principal, together with any then unpaid and accrued interest and other amounts payable hereunder, shall be due and payable on the earlier of (i) April 15, 2021 (the “**Maturity Date**”) or (ii) when, upon the occurrence and during the continuance of an Event of Default, such amounts are declared due and payable by Investor or made automatically due and payable, in each case, in accordance with the terms hereof. This Note is one of the “**Notes**” issued pursuant to that certain Note Purchase Agreement, dated April 10, 2020, entered into by and among the Company, Investor, and certain other purchasers of Notes (the “**Note Purchase Agreement**”). This Note is not secured by any Lien in any Company assets or property.

The following is a statement of the rights of Investor and the conditions to which this Note is subject, and to which Investor, by the acceptance of this Note, agrees:

1. **Payments.**

(a) **Interest.** Unless otherwise prepaid, accrued interest on this Note shall be payable at maturity.

(b) **Voluntary Prepayment.** The principal amount under this Note may be prepaid by the Company at any time at the Company’s sole discretion. Accrued interest under this Note may be prepaid by the Company at any time at the Company’s sole discretion.

2. **Events of Default.** The occurrence of any of the following shall constitute an “**Event of Default**” under this Note and the other Transaction Documents:

(a) **Breaches of Covenants.** The Company shall fail to observe or perform any other covenant, obligation, condition or agreement contained in this Note or the other Transaction Documents and such failure shall continue for ten (10) business days after the Company’s receipt of written notice to the Company of such failure;

(b) **Voluntary Bankruptcy or Insolvency Proceedings.** The Company shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) admit in writing its inability to pay its debts generally as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated, (v) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vi) take any action for the purpose of effecting any of the foregoing; or

(c) **Involuntary Bankruptcy or Insolvency Proceedings.** Proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company, or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Company or any of its subsidiaries, if any, or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within forty five (45) days of commencement.

3. **Rights of Investor upon Default.** Upon the occurrence of any Event of Default (other than an Event of Default described in Sections 2(c) or 2(d)) and at any time thereafter during the continuance of such Event of Default, Investor may, with the written consent of a Majority in Interest, by written notice to the Company, declare all outstanding Obligations payable by the Company hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the other Transaction Documents to the contrary notwithstanding. Upon the occurrence of any Event of Default described in Sections 2(c) and 2(d), immediately and without notice, all outstanding Obligations payable by the Company hereunder shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the other Transaction Documents to the contrary notwithstanding. In addition to the foregoing remedies, upon the occurrence and during the continuance of any Event of Default, Investor may, with the written consent of a Majority in Interest, exercise any other right power or remedy granted to it by the Transaction Documents or otherwise permitted to it by law, either by suit in equity or by action at law, or both.

4. **Conversion.**

(a) **Optional Conversion Following Maturity.**

(i) Following the Maturity Date, the Notes and all accrued and unpaid interest thereon shall be convertible at the written election of the Investor into fully paid non-assessable preferred units of the Company (the “**Conversion**”). Prior to the Conversion, the Company will amend and restate its limited liability company agreement to provide for a new class of preferred units to effect the Conversion, which preferred units will be *pari passu* with the Company’s existing units; *provided however*, that the preferred units will have a liquidation preference such that Investors will be repaid pro rata upon liquidation prior to any distributions being made to the holders of the Company’s existing units. Investor will be entitled to receive Investor’s pro rata portion of (A) 10,000,000 preferred units, assuming none of the Notes have been prepaid and the Company issued at least an aggregate of \$10,000,000 in principal amount of Notes, or (B)

such lesser aggregate amount of preferred units to the extent any portion of the Notes have been prepaid or a lesser aggregate principal amount of Notes was sold, with the aggregate amount of preferred units reduced in proportion thereto ((A) or (B), as applicable, the “**Aggregate Units**”). Investor’s pro rata portion shall be determined by multiplying (x) the quotient obtained by dividing (i) the Principal Amount *by* (ii) the then aggregate principal amount (excluding accrued interest) of all Notes, *times* (y) the Aggregate Units.

(ii) In connection with the conversion of this Note pursuant to this Section 4(a), the Company will provide a standardized unit purchase agreement, that Investor hereby agrees to execute and deliver to the Company, which shall contain customary representations and warranties and transfer restrictions (including, without limitation, a 180 day lock-up agreement in connection with an initial public offering), the Company’s amended and restated limited liability company agreement and any other documents requested by the Company to reflect such Investor’s membership in the Company. The Investor also agrees to deliver the original of this Note (or a notice to the effect that the original Note has been lost, stolen or destroyed and an agreement acceptable to the Company whereby the holder agrees to indemnify the Company from any loss incurred by it in connection with this Note); *provided, however*, that upon satisfaction of the conditions set forth in this Section 4(a), this Note shall be deemed converted and of no further force and effect, whether or not it is delivered for cancellation as set forth in this sentence.

(b) *Fractional Units; Interest; Effect of Conversion.* No fractional units shall be issued upon conversion of this Note. All calculations made at conversion will be rounded down to the nearest whole number of preferred units. Upon conversion of this Note in full, the Company shall be forever released from all its Obligations and liabilities under this Note and this Note shall be deemed of no further force or effect, whether or not the original of this Note has been delivered to the Company for cancellation.

5. **Payment Upon a Change of Control.** If a Change of Control occurs prior to the Maturity Date, then, immediately prior to the closing of such Change of Control, the Company shall pay Investor an amount equal to the then-outstanding principal under this Note, plus any accrued but unpaid interest then due under this Note.

6. **Definitions.** As used in this Note, the following capitalized terms have the following meanings:

“**Change of Control**” shall mean: (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is party (including, without limitation, any unit acquisition, reorganization, merger or consolidation but excluding any sale of units for capital-raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of units in the Company held by such holders prior to such transaction, at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such transaction or series of transactions; or (ii) a sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company.

“**Investor**” shall mean the Person specified in the introductory paragraph of this Note or any Person who shall at the time be the registered holder of this Note.

“**Investors**” shall mean the investors that have purchased Notes.

“**Lien**” shall mean, with respect to any property, any security interest, mortgage, pledge, lien, claim, charge or other encumbrance.

“**Majority in Interest**” shall mean Investors holding at least a majority of the aggregate outstanding principal amount of all Notes.

“**Notes**” shall mean the convertible promissory notes issued pursuant to the Note Purchase Agreement.

“**Obligations**” shall mean and include all loans, advances, debts, liabilities and obligations, howsoever arising, owed by the Company to Investor of every kind and description, now existing or hereafter arising under or pursuant to the terms of this Note and the other Transaction Documents, including, all interest, fees, charges, expenses, attorneys’ fees and costs and accountants’ fees and costs chargeable to and payable by the Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 *et seq.*), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

“**Person**” shall mean and include an individual, a partnership, a corporation (including a business trust), a joint stock company, a limited liability company, an unincorporated association, a joint venture or other entity or a governmental authority.

“**Profit Sharing Agreement**” shall mean that certain Profit Sharing Agreement, dated April 10, 2020, entered into by and among the Company and the Investors.

“**Securities Act**” shall mean the Securities Act of 1933, as amended.

“**Transaction Documents**” shall mean this Note, each of the other Notes, the Note Purchase Agreement and the Profit Sharing Agreement.

7. *Miscellaneous.*

(a) *Successors and Assigns; Transfer of this Note or Securities Issuable on Conversion Hereof.*

(i) Subject to the restrictions on transfer described in this Section 7(a), the rights and obligations of the Company and Investor shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

(ii) With respect to any offer, sale or other disposition of this Note or securities into which such Note may be converted, Investor will give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of Investor’s counsel, or other evidence if reasonably satisfactory to the Company, to the effect that such offer, sale or other distribution may be effected without registration or qualification (under any federal or state law then in effect). Upon receiving such written notice and reasonably satisfactory opinion, if so requested, or other evidence, the Company, as promptly as practicable, shall notify Investor that Investor may sell or otherwise dispose of this Note or such securities, all in accordance with the terms of the notice delivered to the Company. If a determination has been made pursuant to this Section 7(a) that the opinion of counsel for Investor, or other evidence, is not reasonably satisfactory to the Company, the Company shall so notify Investor promptly after such determination has been made. Each Note thus transferred and each certificate representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Securities Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the Securities Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions. Subject to the foregoing, transfers of this Note shall be registered upon registration books maintained for such purpose by or on behalf of the Company as provided in the Note Purchase Agreement. Prior to presentation of this Note for registration of transfer, the Company shall treat the registered holder hereof as the owner and holder of this Note for the purpose of receiving all payments of principal and interest hereon and for all other purposes whatsoever, whether or not this Note shall be overdue, and the Company shall not be affected by notice to the contrary.

(b) *Waiver and Amendment.* Any provision of this Note may be amended, waived or modified upon the written consent of the Company and the Majority in Interest; provided, however, that no such amendment, waiver or consent shall: (i) reduce the principal amount of this Note without Investor's written consent; or (ii) reduce the rate of interest of this Note without Investor's written consent.

(c) *Notices.* All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and mailed or delivered to each party at the respective physical or email addresses of the parties as set forth in the Note Purchase Agreement, or at such other address as the Company or Investor (as applicable) shall have furnished to the other party in writing. All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by email, (iv) one business day after being deposited with an overnight courier service of recognized standing or (v) four days after being deposited in the U.S. mail, first class with postage prepaid.

(d) *Pari Passu Notes.* Investor acknowledges and agrees that the payment of all or any portion of the outstanding principal amount of this Note and all interest hereon shall be pari passu in right of payment and in all other respects to the other Notes. In the event Investor receives payments in excess of its pro rata share of the Company's payments to the Investors of all of the Notes, then Investor shall hold in trust all such excess payments for the benefit of the holders of the other Notes and shall pay such amounts held in trust to such other holders upon demand by such holders.

(e) *Payment.* Unless converted into the Company's equity securities pursuant to the terms hereof, payment shall be made in lawful tender of the United States.

(f) *Usury.* In the event any interest is paid on this Note which is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of principal and applied against the principal of this Note.

(g) *Waivers.* The Company hereby waives notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor and all other notices or demands relative to this instrument.

(h) *Governing Law.* This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware, or of any other state.

[Signature page follows.]

The Company has caused this Note to be issued as of the date first written above.

SEEVIEW MEDIA, LLC
a Delaware limited liability company

A handwritten signature in black ink that reads "George E. Dickson, III". The signature is written in a cursive style with a large, prominent "D".

By: _____
Name: George E. Dickson, III
Title: Manager

Exhibit G

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

MFDI, LLC
786 ROAD #188
DELANO, CA 93215

DATE April 16, 2020

1002

16-491320
0110011105

PAY TO THE ORDER OF See View Media, LLC

\$ 250,000.00

two hundred fifty thousand and ⁰⁰/₁₀₀ DOLLARS

UnionBank
Member of the Citibank Group
400 California St., San Francisco, CA 94104
REG. U.S. PAT. & TM. OFF. © 2019 CITIBANK, N.A.



⑈001002⑈ ⑆ 220004961 0110011105⑈

PostingDate: 20200417
AccountNum: 110011105
Serial: 1002
Amount: 250,000.00
DIN (Posting Reference # or Seq #): 7616858

Security Features exceed industry standards and include:

- Original Document™ clearly appears over weave pattern on the back
- Microprint lines printed on front and back
- Mobile Deposit Safe icon on front and back
- Printed artificial watermark
- Heat reactive "SP" logo on front
- Chemical alteration indicators
- Invisible Ink™

Do not cash if:

- Any of the features listed above are missing or appear altered
- Brown stains and colored spots detect tampering



certified to pay to the order of the payee
CITIBANK, N.A.

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

CHECK HERE IF MOBILE DEPOSIT

ENDORSE HERE
 See View Media, LLC
in duplicate only.

PostingDate: 20200417
AccountNum: 110011105
Serial: 1002
Amount: 250,000.00
DIN (Posting Reference # or Seq #): 7616858

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

MFDI, LLC
786 ROAD #188
DELANO, CA 93215

1003

DATE May 14, 2020

16-49/1220
0110011105

PAY TO THE ORDER OF

SeeView Media LLC

\$ 250,000.⁰⁰

two hundred fifty thousand and ⁰⁰/₁₀₀ DOLLARS

UnionBank
Member of any Union Bank holding
400 Camino Real, San Francisco, CA 94104
(415) 774-4400 unionbank.com

FOR _____

⑈001003⑈ ⑆122000496⑆ 0110011105⑈

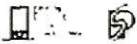
PostngDate: 20200515
AccountNum: 110011105
Serial: 1003
Amount: 250,000.00
DIN (Posting Reference # or Seq #): 8310142

Security Features exceed industry standards and include:

- "Original Document" clearly apparent over weave pattern on the back
- Microprint lines printed on front and back
- Mobile Deposit Safe Icon on front and back
- Printed artificial watermark
- Heat reactive "SP" logo on front
- Chemical alterat on indicators
- Invisible fibers

Do not cash it:

- Any of the features listed above are missing or appear altered
- Brown stains and colored spots detect tampering



ENDORSE HERE

X

PAY TO THE ORDER OF
CITIBANK, N.A.
CAPITOLA, CA 95010
⑆ 201171184 ⑆ POSIT
FOR DEPOSIT ONLY
SEEWIEMEDIA, LLC
207499827

CHECK HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

PostngDate: 20200515
AccountNum: 110011105
Serial: 1003
Amount: 250,000.00
DIN (Posting Reference # or Seq #): 8310142

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

MFDI, LLC
736 ROAD #188
DELANO, CA 93215

1004

DATE July 6, 2020

16-49/1220
0110011105

PAY TO THE ORDER OF See View Media LLC

\$ 250,000.00

two hundred fifty thousand and 00/100 DOLLARS

UnionBank
Member FDIC. Union Bank branch not at
433 California St., San Francisco, CA 94111
(800) 233-4490 unionbank.com

FOR _____

⑈001004⑈ ⑆22000496⑆ 0110011105⑈

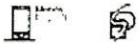
PostngDate: 20200709
AccountNum: 110011105
Serial: 1004
Amount: 250,000.00
DIN (Posting Reference # or Seq #): 8315696

Security Features exceed industry standards and include:

- "Original Document!" clearly apparent over weave pattern on the back
- Microprint lines printed on front and back
- Mobile Deposit Safe Icon on front and back
- Printed anti-fal watermark
- Heat reactive "SP" logo on front
- Chemical alteration indicators
- Invisible fibers

Do not cash if:

- Any of the features listed above are missing or appear altered
- Brown stains and colored spots detect tampering



DEPOSIT TO THE ACCOUNT WITHIN 14 DAYS OF DEPOSIT
DO NOT STAMP OR SIGN BELOW THIS LINE

ENDORSE HERE

PostngDate: 20200709
AccountNum: 110011105
Serial: 1004
Amount: 250,000.00
DIN (Posting Reference # or Seq #): 8315696

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

MFDI, LLC
788 ROAD #188
DELANO, CA 93215

19

DATE Aug. 3, 2020

1005

16-48/1220
0110011105

PAY TO THE ORDER OF See View Media LLC

\$ 250,000.00

two hundred fifty thousand and 00/100 DOLLARS

 **UnionBank**
Member of any Union Bank branch network
400 California St., San Francisco, CA 94104
1-800-333-3333 unionbank.com

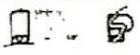
For _____



⑈001005⑈ ⑆22000496⑆ 0110011105⑈

PostngDate: 20200805
AccountNum: 110011105
Serial: 1005
Amount: 250,000.00
DIN (Posting Reference # or Seq #): 8375248

- Security Features exceed industry standards and include:**
- "Original Document" clearly apparent over weave pattern on the back
 - Microprint lines printed on front and back
 - Mobile Deposit Safe icon on front and back
 - Printed artificial watermark
 - Heat reactive "SP" logo on front
 - Chemical alteration indicators
 - Invisible fibers
- Do not cash if:**
- Any of the features listed above are missing or appear altered
 - Brown stains and colored spots detect tampering



ENDORSE HERE

CREDITED TO THE ACCOUNT WITHIN NAMED PAYEE.

CHECK HERE IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

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