

# Form C

## Cover Page

Name of issuer:

Treefort, LLC

Legal status of issuer:

Form: Limited Liability Company  
Jurisdiction of Incorporation/Organization: ID  
Date of organization: 7/1/2014

Physical address of issuer:

1605 N 13th Street, Suite A  
Boise ID 83702

Website of issuer:

<http://www.treefortmusicfest.com>

Name of intermediary through which the offering will be conducted:

Wefunder Portal LLC

CIK number of intermediary:

0001670254

SEC File number of intermediary:

007-00033

CRD number, if applicable, of intermediary:

283503

Amount of compensation to be paid to the intermediary, whether as a dollar amount or a percentage of the offering amount, or a good faith estimate if the exact amount is not available at the time of the filing, for conducting the offering, including the amount of referral and any other fees associated with the offering:

3.75% of the offering amount upon a successful fundraise, and be entitled to reimbursement for out-of-pocket third party expenses it pays or incurs on behalf of the issuer in connection with the offering.

Any other direct or indirect interest in the issuer held by the intermediary, or any arrangement for the intermediary to acquire such an interest:

No

Type of security offered:

Common Stock  
 Preferred Stock  
 Debt  
 Other

If Other, describe the security offered:

Target number of securities to be offered:

2,361

Price:

\$21,000.00

Method for determining price:

Dividing pro-money valuation \$19,950,000 by number of units outstanding on fully diluted basis.

Target offering amount:

\$50,001.00

Oversubscriptions accepted:

Yes  
 No

If yes, disclose how oversubscriptions will be allocated:

Pro-rata basis  
 First-come, first-served basis  
 Other

If other, describe how oversubscriptions will be allocated:

As determined by the issuer

Maximum offering amount (if different from target offering amount):

\$1,050,000.00

Deadline to reach the target offering amount:

10/15/2021

**NOTE: If the sum of the investment commitments does not equal or exceed the target offering amount at the offering deadline, no securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.**

Current number of employees:

4

	Most recent fiscal year-end:	Prior fiscal year-end:
Total Assets:	\$616,620.00	\$183,766.00
Cash & Cash Equivalents:	\$193,577.00	\$19,358.00
Accounts Receivable:	\$47,506.00	\$19,774.00
Inventory Items:	\$1,015,018.00	\$166,633.00
Long-term Debt:	\$150,000.00	\$0.00
Revenues/Rates:	\$34,575.00	\$1,761,897.00
Cost of Goods Sold:	\$11,290.00	\$204,496.00
Taxes Paid:	\$20,353.00	\$17,343.00
Net Income:	(\$742,131.00)	(\$16,167.00)

Select the jurisdictions in which the issuer intends to offer the securities:

AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NH, NJ, NM, NV, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, BS, GU, PR, VI, TV

## Offering Statement

Respond to each question in each paragraph of this part. Set forth each question and any notes, but not any instructions therein, in their entirety. If disclosure in response to any question is responsive to one or more other questions it is not necessary to repeat the disclosure. If a question or series of questions is inapplicable or the response is available elsewhere in the Form, either state that it is inapplicable, include a cross-reference to the responsive disclosure, or omit the question or series of questions.

Be very careful and precise in answering all questions. Give full and complete answers so that they are not misleading under the circumstances involved. Do not discuss any future performance or other anticipated event unless you have a reasonable basis to believe that it will actually occur within the foreseeable future, if any answer requiring significant information is materially inaccurate, incomplete or misleading the Company, its management and principal shareholders may be liable to investors based on that information.

### THE COMPANY

1. Name of issuer:

Treefort, LLC

### COMPANY ELIGIBILITY

2. Check this box to certify that all of the following statements are true for the issuer:
- Organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia;
  - Not subject to the requirements to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934;
  - Not an investment company registered or required to be registered under the Investment Company Act of 1940;
  - Not ineligible to rely on this exemption under Section 4(a)(6) of the Securities Act as a result of a disqualification specified in Rule 503(b) of Regulation Crowdfunding;
  - Has filed with the Commission and provided to investors, to the extent required, the ongoing annual reports required by Regulation Crowdfunding during the two years immediately preceding the filing of this offering statement (or for such shorter period that the issuer was required to file such reports);
  - Not a development stage company that (a) has no specific business plan or (b) has indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies.

**INSTRUCTION TO QUESTION 2:** If any of these statements are not true, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

3. Has the issuer or any of its predecessors previously failed to comply with the ongoing reporting requirements of Rule 202 of Regulation Crowdfunding?
- Yes  No

#### DIRECTORS OF THE COMPANY

4. Provide the following information about each director (and any persons occupying a similar status or performing a similar function) of the issuer.

Director	Principal Occupation	Has Employer	Year Joined as Director
Megan Stoll	Director of Marketing and Leadership Team	Treafort Music Fest	2014
Andrew Lorona	Co-Founder, Leadership Team and Assistant Producer	Treafort Music Fest	2014
John Michael Schort	Board Member and Leadership Team	Scif	2014
Decker Rolph	Board Member and Leadership Team	Treafort Music Fest	2014
Allison Morgan	Assistant Festival Director and Leadership Team	Treafort Music Fest	2015
Eric Gilbert	Festival Director and Leadership Team	Treafort Music Fest	2014
Lori Shandro	Benefits Agency Owner	The Shandro Group, Inc.	2014

For three years of business experience, refer to **Appendix D: Director & Officer Work History**.

#### OFFICERS OF THE COMPANY

5. Provide the following information about each officer (and any persons occupying a similar status or performing a similar function) of the issuer.

Officer	Positions Held	Year Joined
Megan Stoll	Director of Marketing and Leadership Team	2014
Andrew Lorona	Festival Producer and Leadership Team	2014
Eric Gilbert	Festival Director and Leadership Team	2014
Lori Shandro	Festival Producer and Leadership Team	2014

For three years of business experience, refer to **Appendix D: Director & Officer Work History**.

**INSTRUCTION TO QUESTION 5:** The purpose of this question is to determine if you are a president, vice president, secretary, treasurer or principal financial officer, compensation or principal accounting officer, and any person that routinely performing similar functions.

#### PRINCIPAL SECURITY HOLDERS

6. Provide the name and ownership level of each person, as of the most recent practicable date, who is the beneficial owner of 10 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power.

Name of Holder	No. and Class of Securities Now Held	% of Voting Power Prior to Offering
Duck Club Enterprises, LLC	950000 LLC Units	95.0

**INSTRUCTION TO QUESTION 6:** The above information must be provided as of a date that is no more than 60 days prior to the date of filing of this offering statement.

20. Calculate total voting power, include all securities for which the person directly or indirectly has or shares the voting power, which includes the power to vote or to direct the voting of such securities. If the person has the right to acquire voting power of such securities within 90 days, including through the exercise of options, warrants or rights, the conversion of a security, or other arrangements, and if exercise is to be made by a member of the family through conversion or exercisability, or otherwise in a manner that would allow a person to direct or control the voting of the securities on three such dates or periods. For example, a convertible may should be included as being "beneficially owned." This should include an explanation of how conversions in a scheme to the "Number of and Class of Securities Now Held" to calculate outstanding voting equity securities, unless all outstanding options are exercised and all outstanding convertible securities converted.

#### BUSINESS AND ANTICIPATED BUSINESS PLAN

7. Describe in detail the business of the issuer and the anticipated business plan of the issuer.

For a description of our business and our business plan, please refer to the attached **Appendix A, Business Description & Plan**.

**INSTRUCTION TO QUESTION 7:** Issuers will provide your company's information profile as an appendix (Appendix A) to the Form C-1 PDF form. The information will include all Q&A items and "word count" limits in an un-revised format. All videos will be transcribed.

This means that any information provided in your video or profile will be provided to the SEC in response to this question. As a result, your company will be potentially liable for misstatements and omissions in your profile under the Securities Act of 1933, which requires you to provide material information in your business and anticipated business plan. Please review your video and profile carefully to ensure it provides all material information, is not false or misleading, and does not omit any information that would cause the information included to be false or misleading.

#### RISK FACTORS

A crowdfunding investment involves risk. You should not invest any funds in this offering unless you can afford to lose your entire investment.

In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.

The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or literature.

These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

8. Discuss the material factors that make an investment in the issuer speculative or risky:

There is a risk that Treafort won't be able to raise enough to satisfy liabilities for the postponed 2020 festival, which includes over \$700,000 in ticket money already spent on staffing and expenses. Since 2020 ticket holders can rollover their tickets to 2021, we will not be able to re-sell those tickets, and thus need to replace that income for the 2021 festival in order to pay the team to build the festival back up again for September 2021.

There is a risk that the COVID-19 pandemic will not allow for a safe festival in September 2021. Our festival can not realistically happen if we are still required to socially distance and/or if there is no remedy, such as a vaccine or treatment.

Any other natural disaster or other event out of our control that may limit our ability to put on Treafort in September 2021 poses a risk to the company overall.

Loss of sponsors due to a prolonged economic downturn that may hinder our profitability in 2021 and into 2022.

Temporary Rule 201(e)(2) provides temporary relief from certain financial information requirements by allowing issuers to omit the financial statements required by Rule 201(f) in the initial Form C filed with the Commission. This offering has commenced in reliance on Temporary Rule 201(e)(2) and, as a result, the following must be disclosed: (i) the financial information that has been omitted is not otherwise available and will be provided by an amendment to the offering materials; (ii) the investor should review the complete set of offering materials, including previously omitted financial information, prior to making an investment decision; and (iii) no investment commitments will be accepted until after such financial information has been provided.

Decker Rolph and John Michael Schort are part-time officers. As such, it is likely that the company will not make the same progress as it would if that were not the case.

**INSTRUCTION TO QUESTION 8:** Avoid generalized statements and include only those factors that are unique to the issuer. Disclosures should be tailored to the issuer's business and the offering and.

Should not repeat the factors addressed in the foregoing (b)(1) above. The specific nature of risk factors is required to be identified.

## The Offering

### USE OF FUNDS

9. What is the purpose of this offering?

The Company intends to use the net proceeds of this offering for working capital and general corporate purposes, which includes the specific items listed in Item 10 below. While the Company expects to use the net proceeds from the Offering in the manner described above, it cannot specify with certainty the particular uses of the net proceeds that it will receive from this Offering. Accordingly, the Company will have broad discretion in using these proceeds.

10. How does the issuer intend to use the proceeds of this offering?

If we raise: **\$50,001**

Use of Proceeds: Treefort will need a minimum of \$50,001 to help with near term cash flow when ticket refunds become available on July 31st. Anything over \$50,001 will help cover a fraction of Treefort losses from our 9th festival having to be postponed to September 2021. Most of this money is for staffing as we paid our whole team in 2020. Since most ticket holders will keep their tickets for 2021, we will not have that ticket inventory to sell to cover staffing expenses again in 2021. 3.75% of the raised amount will cover Wefunder's intermediary fee.

If we raise: **\$1,050,000**

Use of Proceeds: \$1,050,000 will fully cover Treefort's revenue loss from COVID-19 postponement of our 9th festival, enabling us to pay our team to bring Treefort back in September 2021. We need at least \$850k to fully pay the team again. The remaining \$200k will be used to cover the portion of revenue lost associated with other expenses necessary to bring the festival back. Those expenses include production (sound & lights, staging, tenting, etc), artist and speaker fees, artist and speaker travel & hospitality, security, food & beverage cost, of goods, venue rental, etc. 3.75% of the raised amount will cover Wefunder's intermediary fee.

**DISCLOSURE TO QUESTION 10:** An issuer must provide a reasonably detailed description of any intended use of proceeds, such that investors are provided with an adequate amount of information to understand how the offering proceeds will be used. If an issuer has identified a range of possible uses, the issuer should identify and describe each probable use and the factors the issuer may consider in allocating proceeds among the potential uses. If the issuer will accept proceeds in excess of the target offering amount, the issuer must describe the options intended for allocating unanticipated proceeds and intended use of the excess proceeds with similar specificity. Please include all potential uses of the proceeds of the offering, including any that may not be in the issuer's immediate plans. If such use is not required, the issuer must include a statement that the issuer is not responsible for any future use of the offering proceeds.

### DELIVERY & CANCELLATIONS

11. How will the issuer complete the transaction and deliver securities to the investors?

Book Entry and Use of XX Investments LLC as Transfer Agent and Custodian. Investments will be in book entry form. This means that the investor will not receive a certificate representing his or her investment. Each investment will be recorded in the books and records of our transfer agent, XX Investments LLC. XX Investments LLC will act as custodian and hold legal title to the investments for investors that enter into a Custodial and Voting Agreement with XX Investments LLC and will keep track of those investors' beneficial interests in the investments. In addition, investors' interests in the investments will be recorded in each investor's "My Investments" screen. The investor will also be emailed again the Investor Agreement and, if applicable, the Custodial and Voting Agreement. The Investor Agreement and, if applicable, the Custodial and Voting Agreement will also be available on the "My Investments" screen.

12. How can an investor cancel an investment commitment?

**NOTE: Investors may cancel an investment commitment until 48 hours prior to the deadline identified in these offering materials.**

The Intermediary will notify investors when the target offering amount has been met. If the issuer reaches the target offering amount prior to the deadline identified in the offering materials, it may close the offering early if it provides notice about the new offering deadline at least five business days prior to such new offering deadline (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment).

If an investor does not cancel an investment commitment before the 48-hour period prior to the offering deadline, the funds will be released to the issuer upon closing of the offering and the investor will receive securities in exchange for his or her investment.

If an investor does not reconfirm his or her investment commitment after a material change is made to the offering, the investor's investment commitment will be cancelled and the committed funds will be returned.

**An investor's right to cancel.** An investor may cancel his or her investment commitment at any time until 48 hours prior to the offering deadline.

If there is a material change to the terms of the offering or the information provided to the investor about the offering and/or the Company, the investor will be provided notice of the change and must re-confirm his or her investment commitment within five business days of receipt of the notice. If the investor does not reconfirm, he or she will receive notifications disclosing that the commitment was cancelled, the reason for the cancellation, and the refund amount that the investor is required to receive. If a material change occurs within five business days of the maximum number of days the offering is to remain open, the offering will be extended to allow for a period of five business days for the investor to reconfirm.

If the investor cancels his or her investment commitment during the period when cancellation is permissible, or does not reconfirm a commitment in the case of a material change to the investment, or the offering does not close, all of the investor's funds will be returned within five business days.

Within five business days of cancellation of an offering by the Company, the Company will give each investor notification of the cancellation, disclose the reason for the cancellation, identify the refund amount the investor will receive, and refund the investor's funds.

**The Company's right to cancel.** The Investment Agreement you will execute with us provides the Company the right to cancel for any reason before the offering deadline.

If the sum of the investment commitments from all investors does not equal or exceed the target offering amount at the time of the offering deadline, no securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.

In addition, we may cap at 450 the total number of investors who will be allowed to invest through the offering that are not "accredited investors," as defined in Rule 501(a) of Regulation D under the Securities Act of 1933. In the event that more than 450 non-accredited investors are initially accepted into an offering in step (2) described in Question 11, the Company may cancel investments based on the order in which payments by investors were received, or other criteria at the discretion of the Company, before the offering deadline.

## Ownership and Capital Structure

### THE OFFERING

13. Describe the terms of the securities being offered.

Priced Round: \$19,950,000 pre-money valuation

See exact security attached as Appendix B, Investor Contracts

Treefort, LLC is offering up to 50,000 units of Series A Preferred Units, at a price per share of \$21.0.

The campaign minimum is \$50,001 and the campaign maximum is \$1,050,000.

**Irrevocable Proxy.** The Investor and his, her, or its transferees or assignees (collectively, the "Investor"), through a power of attorney granted by Investor in the investor Agreement, will appoint XX Team LLC ("XX Team") as the Investor's true and lawful proxy and attorney (the "Proxy"), with the power to act alone and with full power of substitution, on behalf of the investor to:

1. direct the voting of all securities purchased through wefunder.com, and to direct the exercise of all voting and other rights of Investor with respect to the Company's securities, and
2. direct, in connection with such voting power, the execution of any instrument or document that XX Team determines is necessary and appropriate in the exercise of its authority. Such Proxy will be irrevocable. If an investor has entered into the Custodial and Voting Agreement with XX Investments LLC ("XX Investments"), then XX Investments will be the entity that XX Team directs to vote and take any other actions in connection with such voting (including the execution of documents) on behalf of such investor.

**Repurchase.** If the Company determines, in its sole discretion, that it is likely that within six months the securities of the Company will be held of record by a number of persons that would require the Company to register a class of its securities under the Securities Exchange Act of 1933, it may:

SECURITIES OFFERED UNDER THIS PROSPECTUS EXAMINED PURSUANT TO 17 CFR 273.201 (Exchange Act), as required by Section 15(a) or 15(d) thereof. The Company shall have the option to repurchase the securities from each investor for the greater of

1. the purchase price of the securities, and
2. the fair market value of the securities, as determined by an independent appraiser of securities chosen by the Company. The foregoing repurchase option will terminate upon a Change of Control or Dissolution Event (each as defined in the Company's Subscription Agreement).

14. Do the securities offered have voting rights?

Yes  
 No

15. Are there any limitations on any voting or other rights identified above?

Yes: No Voting Rights  
 No: Irrevocable voting proxy granted to XX Team.

16. How may the terms of the securities being offered be modified?

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.

**RESTRICTIONS ON TRANSFER OF THE SECURITIES BEING OFFERED:**

The securities being offered may not be transferred by any purchaser of such securities during the one year period beginning when the securities were issued, unless such securities are transferred:

1. to the issuer;
2. to an accredited investor;
3. as part of an offering registered with the US Securities and Exchange Commission;
4. to a member of the family of the purchaser or the equivalent, but not controlled by the purchaser, (as a trust created for the benefit of a member of the family of the purchaser or the equivalent), or in connection with the death of a member of the purchaser or other similar circumstances.

**NOTE:** The term "accredited investor" means any person who comes within any of the categories set forth in Rule 501(a) of Regulation D, or who the seller reasonably believes comes within any of such categories, at the time of the sale of the securities to that person.

The term "member of the family of the purchaser or the equivalent" includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the purchaser, and includes adoptive relationships. The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

**DESCRIPTION OF ISSUER'S SECURITIES**

17. What other securities or classes of securities of the issuer are outstanding? Describe the material terms of any other outstanding securities or classes of securities of the issuer.

Class of Security	Securities (or Amount) Authorized	Securities (or Amount) Outstanding	Voting Rights
LLC Units	1,000,000	950,000	Yes

**Class of Security** Securities Reserved for Issuance upon Exercise or Conversion

Warrants: none

Options: none

Describe any other rights:

The Series A Preferred Units offered in this campaign have no voting rights, no distribution preference, and a 3:1 liquidation preference. The LLC is currently largely owned by Duck Club Enterprises, LLC, which is owned by Lori Shandro 60%, Eric Gilbert 10%, Drew Lorano 10%, Megan Stoll 10%, Decker Ralph 10%.

18. How may the rights of the securities being offered be materially limited, diluted or qualified by the rights of any other class of security identified above?

The holders of a majority-in-interest of voting rights in the Company could limit the investor's rights in a material way. For example, those interest holders could vote to change the terms of the agreements governing the Company's operations or cause the Company to engage in additional offerings (including potentially a public offering).

These changes could result in further limitations on the voting rights the investor will have as an owner of equity in the Company, for example by diluting those rights or limiting them to certain types of events or consents.

To the extent applicable, in cases where the rights of holders of convertible debt, SAFES, or other outstanding options or warrants are exercised, or if new awards are granted under our equity compensation plans, an investor's interests in the Company may be diluted. This means that the pro-rata portion of the Company represented by the investor's securities will decrease, which could also diminish the investor's voting and/or economic rights. In addition, as discussed above, if a majority-in-interest of holders of securities with voting rights cause the Company to issue additional equity, an investor's interest will typically also be diluted.

Based on the risk that an investor's rights could be limited, diluted or otherwise qualified, the investor could lose all or part of his or her investment in the securities in this offering, and may never see positive returns.

Additional risks related to the rights of other security holders are discussed below, in Question 20.

19. Are there any differences not reflected above between the securities being offered and each other class of security of the issuer?

None

20. How could the exercise of rights held by the principal shareholders identified in Question 6 above affect the purchasers of the securities being offered?

As holders of a majority-in-interest of voting rights in the Company, the **unitholders** may make decisions with which the investor disagrees, or that negatively affect the value of the investor's securities in the Company, and the investor will have no recourse to change those decisions. The investor's interests may conflict with those of other investors, and there is no guarantee that the Company will develop in a way that is optimal for or advantageous to the investor.

For example, the **unitholders** may change the terms of the Operating Agreement for the company, change the terms of securities issued by the Company, change the management of the Company, and even force out minority holders of securities. The **unitholders** may make changes that affect the tax treatment of the Company in ways that are unfavorable to you but favorable to them. They may also vote to engage in new offerings and/or to register certain of the Company's securities in a way that negatively affects the value of the securities the investor owns. Other holders of securities of the Company may also have access to more information than the investor, leaving the investor at a disadvantage with respect to any decisions regarding the securities he or she owns. The **unitholders** have the right to redeem their securities at any time. Unitholders could decide to force the Company to redeem their securities at a time that is not favorable to the investor and is damaging to the Company. Investors' exit may affect the value of the Company and/or its visibility in cases where the rights of holders of convertible debt, SAFES, or other outstanding options or warrants are exercised, or if new awards are granted under our equity compensation plans, an investor's interests in the Company may be diluted. This means that the pro-rata portion of the Company represented by the investor's securities will decrease, which could also diminish the investor's voting and/or economic rights. In addition, as discussed above, if a majority-in-interest of holders of securities with voting rights cause the Company to issue additional units, an investor's interest will typically also be diluted.

Based on the risks described above, the investor could lose all or part of his or her investment in the securities in this offering, and may never see positive returns.

21. How are the securities being offered being valued? Include examples of methods for how such securities may be valued by the issuer in the future, including during subsequent corporate actions.

The offering price for the securities offered pursuant to this Form C has been determined arbitrarily by the Company, and does not necessarily bear any relationship to the Company's book value, assets, earnings or other generally accepted valuation criteria. In determining the offering price, the Company did not employ investment banking firms or other outside organizations to make an independent appraisal or evaluation. Accordingly, the offering price should not be considered to be indicative of the actual value of the securities offered hereby.

In the future, we will perform valuations of our units that take into account factors such as the following:

1. unrelated third party valuations of our units;
2. the price at which we sell other securities, such as convertible debt or units, in light of the rights, preferences and privileges of our those securities relative to those of our units;
3. our results of operations, financial position and capital resources;
4. current business conditions and projections;
5. the lack of marketability of our units;
6. the hiring of key personnel and the experience of our management;
7. the introduction of new products;
8. the risk inherent in the development and expansion of our products;
9. our stage of development and material risks related to our business;
10. the likelihood of achieving a liquidity event, such as an initial public offering or a sale of our company given the prevailing market conditions and the nature

- and history of our business:
11. industry trends and competitive environment;
  12. trends in consumer spending, including consumer confidence;
  13. overall economic indicators, including gross domestic product, employment, inflation and interest rates; and
  14. the general economic outlook.

We will analyze factors such as those described above using a combination of financial and market-based methodologies to determine our business enterprise value. For example, we may use methodologies that assume that businesses operating in the same industry will share similar characteristics and that the Company's value will correlate to those characteristics, and/or methodologies that compare transactions in similar securities issued by us that were conducted in the market.

22. What are the risks to purchasers of the securities relating to minority ownership in the issuer?

An investor in the Company will likely hold a minority position in the Company, and thus be limited as to its ability to control or influence the governance and operations of the Company.

The marketability and value of the investor's interest in the Company will depend upon many factors outside the control of the investor. The Company will be managed by its officers and be governed in accordance with the strategic direction and decision-making of its Management, and the investor will have no independent right to name or remove an officer or member of the Management of the Company.

Following the investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the investor in the Company. The investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured.

The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportunity or the inability of the investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the investor's interest in the Company.

23. What are the risks to purchasers associated with corporate actions, including additional issuances of securities, issuer repurchases of securities, a sale of the issuer or of assets of the issuer or transactions with related parties?

**Additional issuances of securities.** Following the investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the investor in the Company. The investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured. The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportunity or the inability of the investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the investor's interest in the Company.

**Issuer repurchases of securities.** The Company may have authority to repurchase its securities from unitholders, which may serve to decrease any liquidity in the market for such securities, decrease the percentage interests held by other similarly situated investors to the investor, and create pressure on the investor to sell its securities to the Company concurrently.

**A sale of the issuer or of assets of the issuer.** As a minority owner of the Company, the investor will have limited or no ability to influence a potential sale of the Company or a substantial portion of its assets. Thus, the investor will rely upon the executive management of the Company to manage the Company so as to maximize value for unitholders. Accordingly, the success of the investor's investment in the Company will depend in large part upon the skill and expertise of the executive management of the Company. If the Management of the Company authorizes a sale of all or a part of the Company, or a disposition of a substantial portion of the Company's assets, there can be no guarantee that the value received by the investor, together with the fair market estimate of the value remaining in the Company, will be equal to or exceed the value of the investor's initial investment in the Company.

**Transactions with related parties.** The investor should be aware that there will be occasions when the Company may encounter potential conflicts of interest in its operations. On any issue involving conflicts of interest, the executive management of the Company will be guided by their good faith judgment as to the Company's best interests. The Company may engage in transactions with affiliates, subsidiaries or other related parties, which may be on terms which are not arm's-length, but will be in all cases consistent with the duties of the management of the Company to its unitholders. By acquiring an interest in the Company, the investor will be deemed to have acknowledged the existence of any such actual or potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest.

24. Describe the material terms of any indebtedness of the issuer:

Lender  
**Lender** Small Business Administration  
**Issue date** 04/05/20  
**Amount** \$68,000.00  
**Outstanding principal plus interest** \$68,000.00 as of 07/14/20  
**Interest rate** 1.0% per annum  
**Maturity date** 04/06/22  
**Current with payments** Yes

This amount will be forgiven under the PPP (Payroll Protection Program), as we used it all as salary and benefits for staff.

Lender  
**Lender** Small Business Association  
**Issue date** 05/20/20  
**Amount** \$150,000.00  
**Outstanding principal plus interest** \$150,000.00 as of 07/14/20  
**Interest rate** 3.75% per annum  
**Maturity date** 05/20/50  
**Current with payments** Yes

None

**RESTRICTION TO QUESTIONS** *is, unless the entity answers each question fully, accurately, and in any other material terms.*

25. What other exempt offerings has the issuer conducted within the past three years?

Offering Date	Exemption	Security Type	Amount Sold	Use of Proceeds
No exempt offerings.				

26. Was or is the issuer or any affiliate controlled by or under common control with the issuer a party to any transaction since the beginning of the issuer's last fiscal year, or any currently proposed transaction, where the amount involved exceeds five percent of the aggregate amount of capital raised by the issuer in reliance on Section 4(1)(B) of the Securities Act during the preceding 12-month period, including the amount the issuer seeks to raise in the current offering, in which any of the following persons had or is to have a direct or indirect material interest:

1. any director or officer of the issuer;
2. any person who is, as of the most recent practicable date, the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power;
3. if the issuer was incorporated or organized within the past three years, any promoter of the issuer;
4. or (4) any immediate family member of any of the foregoing persons.

Yes

No

**RESTRICTION TO QUESTIONS** *is, unless the issuer answers each question fully, accurately, and in any other material terms.*

**Beneficial ownership** for purposes of paragraph (4) shall be determined as of a date that is no more than 60 days prior to the date of filing of this offering statement and using the same calculation described in Question 6 of this Question and Answer format.

**Immediate family** means any child, stepchild, grandchild, parent, step-parent, grandparent, spouse or former spouse, sibling, in-law, aunt, uncle, niece, nephew, daughter-in-law, brother-in-law, or sister-in-law of the person, and includes adoption relationships. The term "immediate family" means an individual who is a relationship generally recognized as that of an associate.

Compare the amount of a related party's interest in any transaction without regard to the amount of the profit or loss realized in the transaction. Where it is not practicable to state the approximate amount of the interest, disclose the approximate amount involved in the transaction.

## FINANCIAL CONDITION OF THE ISSUER

27. Does the issuer have an operating history?

Yes

No

28. Describe the financial condition of the issuer, including, to the extent material, liquidity, capital resources and historical results of operations.

#### Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion and analysis of our financial condition and results of operations together with our financial statements and the related notes and other financial information included elsewhere in this offering. Some of the information contained in this discussion and analysis, including information regarding the strategy and plans for our business, includes forward-looking statements that involve risks and uncertainties. You should review the "Risk Factors" section for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

#### Overview

Treefort Music Fest is a five-day indie music festival, held at numerous venues throughout downtown Boise, Idaho every year in March. Over the first eight years it has expanded to also include Astoria, Astoria, Comodort, Dracfort, Filmlort, Fogort, Haskfort, Kiffort, Skatort, Stovfort, and Vagafort. Treefort is now a full-fledged multi-disciplinary event with a lot of dynamic collaboration and community engagement. Treefort is very active year round as an important champion for creatives.

Our goal has always been to build a sustainable event and organization to serve the community of Boise well into the future, grow Boise's music scene. We have been on a solid financial path with goals to expand into our own venue and to continue to build the artist support industry in Boise. In 5 years, we would like to double or even triple our year round full-time staff as we build out the business model and carry out the various complimentary projects in the works.

#### Milestones

Treefort, LLC was incorporated in the State of Idaho in July 2014.

Since then, we have:

- Own part of Treefort, dynamic hub for creatives in Boise, energize cultural + economic ecosystem
- \$18 million in annual revenue. Growing at 17% every year.
- Over 40,000 full festival passes sold and 133,000 total attendees in 8 years.
- Featured 1000s of bands from all over the world, such as Lizzo, George Clinton, Run The Jewels, CHAI
- Strategic partnerships with Boise State Univ, Visit Idaho, hundreds of local biz + non-profits
- Free educational and collaborative opportunities for the community
- Help attract and retain youth and creative talent in Idaho

#### Historical Results of Operations

- *Revenue & Earnings Margin:* For the period ended June 30, 2020, the Company had revenues of \$34,575 compared to the year ended June 30, 2019, when the Company had revenues of \$1,761,897. Our gross margin was 67% in fiscal year 2019, compared to 86% in 2018.
- *Assets:* As of June 30, 2020, the Company had total assets of \$616,520, including \$193,577 in cash. As of June 30, 2019, the Company had \$183,766 in total assets, including \$19,358 in cash.
- *Net Income/Loss:* The Company has had net loss of \$742,131 and net income of \$16,677 for the fiscal years ended June 30, 2020 and June 30, 2019, respectively.
- *Liabilities:* The Company's liabilities totaled \$1,341,518 for the fiscal year ended June 30, 2020 and \$166,613 for the fiscal year ended June 30, 2019.

#### Liquidity & Capital Resources

To date, the company has been financed with \$218,000 in debt and \$100,000 in equity.

After the conclusion of this Offering, should we hit our minimum funding target, our projected runway is 8 months before we need to raise further capital.

We plan to use the proceeds as set forth in this Form C under "Use of Funds". We don't have any other sources of capital in the immediate future.

We will likely require additional financing in excess of the proceeds from the offering in order to perform operations over the lifetime of the Company. Except as otherwise described in this Form C, we do not have additional sources of capital other than the proceeds from the offering. Because of the complexities and uncertainties in establishing a new business strategy, it is not possible to accurately project whether the proceeds of this offering will be sufficient to enable us to implement our strategy. This complexity and uncertainty will be increased if less than the maximum amount of securities offered in this offering is sold. The Company intends to raise additional capital in the future from investors. Although capital may be available for early-stage companies, there is no guarantee that the Company will receive any investments from investors.

#### Runway & Short/Mid Term Expenses

Treefort, LLC cash in hand is \$190,935.20, as of July 2020. Over the last three months, revenues have averaged \$1,503.75/month, cost of goods sold has averaged \$3,141.59/month, and operational expenses have averaged \$19,806.19/month, for an average burn rate of \$21,443.95 per month. Our intent is to be profitable in 14 months.

Our fiscal year runs from July 1 to June 30. The reason for this is that our festival occurs in March. We start taking in pass sale revenue immediately after the festival for the next year's festival. We also start receiving sponsorship income in the Fall of the year before the festival. We use that cash flow to build the March festival. The majority of our expenses through the month before the festival is staff costs and benefits. One month before the festival, we send our artists' deposits, which is 50% of the amount due for artists that are performing. We were three weeks before the festival when it became apparent that we could not hold it in March due to the COVID-19 pandemic. Our state declared a stay-at-home order the very week of the festival. We postponed the festival until September 2020 and honored the refund requests we received. Now, it has become very clear that holding the festival in September 2020 or March 2021 is too risky. We have continued to pay staff costs and will need to for the next 14 months if we are to build a Treefort Music Fest in September of 2021.

We expect minimal revenue from online merchandise sales and no revenue from pass sales until October 2020. We expect a large percentage of our current pass holders to convert their pass over to 2021. There will be a portion that will request partial or full refunds starting as early as July 23rd. We expect that most of our sponsors will also roll over into 2021; the rest we will need to refund.

We do not have additional sources of capital to rely on. The cash we have on hand is what is left from the CARES Act SBA loan and PPP funding.

*INSTRUCTIONS TO QUESTIONS:* The discussion must cover each year for which financial statements are provided. For issuers with no prior operating history, the discussion should discuss financial milestones and operational, liquidity and other challenges. For issuers with an operating history, the discussion should focus on whether historical results and cash flows are representative of what investors should expect in the future. Take into account the proceeds of the offering and any other sources or pending sources of capital. Discuss how the proceeds from the offering will affect liquidity, whether receiving these funds and any other additional funds is necessary to the viability of the business, and how quickly the issuer anticipates using its available cash. Describe the other available sources of capital to the business, and, if there is doubt or question, request confirmation by shareholders. References to the issuer in this Question and these instructions refers the issuer and its predecessors, if any.

## FINANCIAL INFORMATION

29. Include financial statements covering the two most recently completed fiscal years or the period(s) since inception, if shorter:

Refer to [Appendix C, Financial Statements](#)

3. Eric Gilbert, certify that:

- (1) The financial statements of Treefort, LLC included in this Form are true and complete in all material respects; and
- (2) The tax return information of Treefort, LLC included in this Form reflects accurately the information reported on the tax return for Treefort, LLC filed for the most recently completed fiscal year.

**Eric Gilbert**  
Festival Director and Leadership Team

## STAKEHOLDER ELIGIBILITY

30. With respect to the issuer, any predecessor of the issuer, any affiliated issuer, any director, officer, general partner or managing member of the issuer, any beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, any promoter connected with the issuer in any capacity at the time of such sale, any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with such sale of securities, or any general partner, director, officer or managing member of any such solicitor, prior to May 16, 2016:

(1) Has any such person been convicted, within 10 years (or five years, in the case of assets, securities and other financial information) of any of the following offenses:



THIS OFFERING STATEMENT IS AN INVITATION TO INVEST AND DOES NOT CONSTITUTE AN OFFER OF SECURITIES. IT IS NOT A SOLICITATION OF INVESTMENT, OR A  
BUYER OF INVESTMENT.

1. In connection with the purchase or sale of any security?  Yes  No

i. involving the making of any false filing with the Commission?  Yes  No

ii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities?  Yes  No

(2) Is any such person subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before the filing of the information required by Section 4(a)(5) of the Securities Act that, at the time of filing of this offering statement, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:

i. in connection with the purchase or sale of any security?  Yes  No

ii. involving the making of any false filing with the Commission?  Yes  No

iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities?  Yes  No

(3) Is any such person subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:

i. at the time of the filing of this offering statement bars the person from:

A. association with an entity regulated by such commission, authority, agency or officer?  Yes  No

B. engaging in the business of securities, insurance or banking?  Yes  No

C. engaging in savings association or credit union activities?  Yes  No

ii. constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct and for which the order was entered within the 10-year period ending on the date of the filing of this offering statement?  Yes  No

(4) Is any such person subject to an order of the Commission entered pursuant to Section 15(b) or 15(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act of 1940 that, at the time of the filing of this offering statement:

i. requires or revises such person's registration as a broker, dealer, municipal securities dealer, investment adviser or funding portal?  Yes  No

ii. places limitations on the activities, functions or operations of such person?  Yes  No

iii. bars such person from being associated with any entity or from participating in the offering of any penny stock?  Yes  No

(5) Is any such person subject to any order of the Commission, entered within five years before the filing of the offering statement that, at the time of the filing of this offering statement, orders the person to cease and desist from committing or causing a violation or future violation of:

i. any anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, Section 15(c)(7) of the Exchange Act and Section 206(1) of the Investment Advisers Act of 1940 or any other rule or regulation thereunder?  Yes  No

ii. Section 8 of the Securities Act?  Yes  No

(6) Is any such person suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade?

Yes  No

(7) Has any such person filed (as a registrant or issuer), or was any such person or was any such person named as an underwriter in any registration statement or Regulation A offering statement filed with the Commission that, within five years before the filing of this offering statement, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is any such person, at the time of such filing, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued?

Yes  No

(8) Is any such person subject to a United States Postal Service false representation order entered within five years before the filing of the information required by Section 4(a)(5) of the Securities Act, or is any such person, at the time of filing of this offering statement, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations?

Yes  No

If you would have answered "Yes" to any of these questions had the conviction, order, judgment, decree, suspension, expulsion or bar occurred or been issued after May 16, 2016, then you are NOT eligible to rely on this exemption under Section 4(a)(5) of the Securities Act.

**INSTRUCTIONS TO QUESTIONS 9-11:** Fraud, under means a written admission or declaratory statement issued by a federal or state agency described in Rule 302(a)(2) of Regulation Crowdfunding, under applicable necessary authority that provides for notice and an opportunity for hearing, which constitutes a final disposition or action by that federal or state agency.

No matters are required to be disclosed with respect to events relating to any affiliated issuer that occurred before the affiliation unless (i) the affiliated entity is not (1) in control of the issuer or (2) under common control with the issuer by a third party that, at the time of the affiliation, was in control of the issuer at the time of such events.

## OTHER MATERIAL INFORMATION

31. In addition to the information expressly required to be included in this Form, include:

- (1) any other material information presented to investors; and

- (2) such further material information, if any, as may be necessary to make the required statements, in the light of the circumstances under which they are made, not misleading.

The Company is using the services of XX as part of its offering. XX is comprised of XX Investments, LLC, XX Team LLC, and the Lead Investors who provide services on behalf of XX Team LLC. The services of XX are available to companies that offer securities through Wefunder Portal LLC and to investors who invest in such companies through Wefunder Portal, but XX is not affiliated with Wefunder Portal or its affiliates.

XX Investments is the Company's transfer agent and also acts as custodian, paying agent, and proxy agent on behalf of all investors that enter into the Custodial and Voting Agreement with XX Investments through the Wefunder Portal website ("Investors"). XX Investments holds legal title to the securities the Company issues through Wefunder Portal (which are uncertificated) on behalf of Investors. Investors, in turn, hold the beneficial interests in the Company's securities. XX Investments keeps track of each investor's beneficial ownership interest and makes any distributions to the investors (or other parties, as directed by the investors).

In addition to the above services, at the direction of XX Team, XX Investments votes the securities and take any other actions in connection with such voting on behalf of the investors. XX Investments acts at the direction of XX Team, because XX Team holds a power of attorney from each investor that has entered into the Investor Agreement to make voting decisions on behalf of that investor. XX Investments will not charge investors for its services. XX Investments does charge the Company \$1,000/year for services; however, those fees may be paid by Wefunder Inc. on behalf of the Company.

As noted, XX Team holds a power of attorney from each investor that has entered into the Investor Agreement to make voting decisions on behalf of that investor. Pursuant to the power of attorney, XX Team will make voting decisions and then direct XX Investments to vote and take any other actions in connection with the voting on investors' behalf. XX Team will act, with respect to the Company, through our Lead Investor, who is a representative of XX Team. As compensation for its voting services, each investor authorizes XX Investments to distribute to XX Team 10% of any distributions the investor would otherwise receive from the Company. XX Team will share its compensation with our Lead Investor. XX Team, through our Lead Investor, may also provide consulting services to the Company and may be compensated for these services by the Company; although, fees owed by the Company may be paid by Wefunder Inc. XX Team will share its consulting compensation with our Lead Investor.

The Lead Investor is an experienced investor that we choose to act in the role of Lead Investor, both on behalf of the Company and on behalf of investors. As noted, the Lead Investor will be a representative of XX Team and will share in compensation that XX Team receives from the Company (or Wefunder Inc. on the Company's behalf) or from investors. The Lead Investor will be chosen by the Company and approved by Wefunder Inc., and the identity of the Lead Investor must be disclosed to investors before investors make a final investment decision to purchase the Company's securities. Investors will receive disclosure regarding all fees that may be received by the Lead Investor. In addition to the fees described above, the Lead Investor may receive compensation if, in the future, Wefunder Advisors LLC forms a special purpose vehicle ("SPV") for the purpose of investing in a non-Regulation Crowdfunding offering of the Company. In such a circumstance, the Lead Investor may act as a portfolio manager for that SPV (and as a supervised person of Wefunder Advisors) and may be compensated through that role. Although the Lead Investor may act in multiple roles and be compensated from multiple parties, the Lead Investor's goal is to maximize the value of the Company and therefore maximize the value of the Company's securities. As a result, the Lead Investor's interests should always be aligned with those of the investors.

Investors that wish to purchase the Company's securities through Wefunder Portal must agree to (1) hire XX Investments to serve as custodian, paying agent, and proxy agent with respect to the Company's securities; (2) give a power of attorney to XX Team to make all voting decisions with respect to the Company's securities; and (3) direct XX Investments to share 10% of the investor's distribution from the Company with XX Team. The Company may waive these requirements for certain investors with whom the Company has a pre-existing relationship.

The XX arrangement described above is intended to benefit the Company by allowing the Company to reflect one investor of its capitalization table (XX

Investments) and by simplifying the voting process with respect to the Company's securities by having one entity (XX Team), through one person (the Lead Investor), make all voting decisions and having one entity (XX Investments) carry out XX Team's voting instruments and any take any related actions. The XX arrangement also is intended to benefit investors by providing the services of an experienced Lead Investor (acting on behalf of XX Team) who is expected to make value-maximizing decisions regarding investors' securities. XX Team (acting through the Lead Investor) may further benefit both the Company and investors by providing consulting services to the Company that are intended to maximize both the value of the Company's business and also the value of its securities.

**INSTRUCTIONS FOR QUESTION 32:** If information is presented to investors in a format, audio or other means available to be reflected in text or portable document format, the issuer should include:  
(a) a description of the material content of such information;  
(b) a description of the format in which such disclosure is presented; and  
(c) in the case of disclosure in video, audio or other dynamic audio or format, a transcript or description of such disclosure.

## ONGOING REPORTING

32. The issuer will file a report electronically with the Securities & Exchange Commission annually and post the report on its website, no later than:  
**120 days after the end of each fiscal year covered by the report.**

33. Once posted, the annual report may be found on the issuer's website at:  
<http://www.treefortmusicfest.com/invest>

The issuer must continue to comply with the ongoing reporting requirements until:

1. the issuer is required to file reports under Exchange Act Sections 15(a) or 15(c);
2. the issuer has filed at least one annual report and has fewer than 300 holders of record;
3. the issuer has filed at least three annual reports and has total assets that do not exceed \$10 million;
4. the issuer or another party purchases or repurchases all of the securities issued pursuant to Section 4(a)(6), including any payment in full of debt securities or any complete redemption of redeemable securities; or the issuer liquidates or dissolves in accordance with state law.

## APPENDICES

[Appendix A: Business Description & Plan](#)

[Appendix B: Investor Contracts](#)

[Treefort Subscription Agreement](#)

[Appendix C: Financial Statements](#)

[Financials 1](#)  
[Financials 2](#)

[Appendix D: Director & Officer Work History](#)

[Allison Morgan](#)  
[Andrew Lorona](#)  
[Decker Rolph](#)  
[Eric Gilbert](#)  
[John Michael Schert](#)  
[Lori Shandro](#)  
[Megan Stoll](#)

[Appendix E: Supporting Documents](#)

[Treefort\\_LL\\_C\\_Operating\\_Agreement\\_Revised\\_and\\_Amended\\_2020.pdf](#)

## Signatures

*Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.*

The following documents will be filed with the SEC:

[Cover Page XML](#)

[Offering Statement \(this page\)](#)

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[Appendix E: Supporting Documents](#)

[Treefort\\_LL\\_C\\_Operating\\_Agreement\\_Revised\\_and\\_Amended\\_2020.pdf](#)

*Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 201.100 et seq.), the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C and has duly caused this Form to be signed on its behalf by the duly authorized undersigned.*

Treefort, LLC

By

**Eric Gilbert**

Festival Director, Talent Buyer, Co-Founder

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 201.100 et seq.), this Form C and Transfer Agent Agreement has been signed by the following persons in the capacities and on the dates indicated.

**Andrew Lorona**

Co-Founder  
3/9/2021

**Megan Stoll**

Co-founder, Marketing Director  
3/9/2021

**Lori Shandro**

Producer, Managing Member, Co-Founder



**Eric Gilbert**

Festival Director, Talent Buyer, Co-Founder  
3/3/2021

*The Form C must be signed by the issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of directors or persons performing similar functions.*

I authorize Wefunder Portal to submit a Form C to the SEC based on the information I provided through this online form and my company's Wefunder profile.

As an authorized representative of the company, I appoint Wefunder Portal as the company's true and lawful representative and attorney-in-fact, in the company's name, place and stead to make, execute, sign, acknowledge, swear to and file a Form C on the company's behalf. This power of attorney is coupled with an interest and is irrevocable. The company hereby waives any and all defenses that may be available to contest, negate or disaffirm the actions of Wefunder Portal taken in good faith under or in reliance upon this power of attorney.