14.7 Usury Savings Clause. Notwithstanding any provision in this Agreement or the other Loan Documents, the total liability for payments of interest and payments in the nature of interest, including, without limitation, all charges, fees, exactions, or other sums which may at any time be deemed to be interest, shall not exceed the limit imposed by the usury laws of the jurisdiction governing this Agreement or any other applicable law. In the event the total liability of payments of interest and payments in the nature of interest, including, without limitation, all charges, fees, exactions or other sums which may at any time be deemed to be interest, shall, for any reason whatsoever, result in an effective rate of interest, which for any month or other interest payment period exceeds the limit imposed by the usury laws of the jurisdiction governing this Agreement, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice by, between, or to any party hereto, be applied to the reduction of the outstanding principal balance of this Agreement immediately upon receipt of such sums by the Lender, with the same force and effect as though the Borrower had specifically designated such excess sums to be so applied to the reduction of such outstanding principal balance and the Lender hereof had agreed to accept such sums as a penalty-free payment of principal; provided, however, that the Lender may, at any time and from time to time, elect, by notice in writing to the Borrower, to waive, reduce, or limit the collection of any sums in excess of those lawfully collectible as interest rather than accept such sums as a prepayment of the outstanding principal balance. It is the intention of the parties that the Borrower do not intend or expect to pay nor does the Lender intend or expect to charge or collect any interest under this Agreement greater than the highest non-usurious rate of interest which may be charged under applicable law.

14.8 Assignability. Lender may at any time assign Lender's rights in this Agreement, the Promissory Note, any Loan Documents, the Obligations, or any part thereof, and transfer Lender's rights in any or all of the Collateral, all without the Credit Parties' consent or approval, and Lender thereafter shall be relieved from all liability with respect to such instrument or Collateral so transferred. In addition, Lender may at any time sell one or more participations in the Loans, all without the Credit Parties' consent or approval. The Credit Parties may not sell or assign this Agreement, any Loan Document or any other agreement with Lender, or any portion thereof, either voluntarily or by operation of law, nor delegate any of its duties of obligations hereunder or thereunder, without the prior written consent of Lender, which consent may be withheld in Lender's sole and absolute discretion. This Agreement shall be binding upon Lender and the Credit Parties and their respective legal representatives, successors and permitted assigns. All references herein to a Credit Party shall be deemed to include any successors, whether immediate or remote. In the case of a joint venture or partnership, the term "Borrower" or "Credit Party" shall be deemed to include all joint venturers or partners thereof, who shall be jointly and severally liable hereunder.

14.9 Confidentiality. Each of the Credit Parties shall keep confidential any information obtained from Lender (except information publicly available or in Credit Parties' domain prior to disclosure of such information from Lender, and except as required by applicable laws) and shall promptly return to the Lender all schedules, documents, instruments, work papers and other written information without retaining copies thereof, previously furnished by it as a result of this Agreement or in connection herewith.

14.10 Publicity. Lender shall have the right to approve, before issuance, any press release or any other public statement with respect to the transactions contemplated hereby made by the Credit Parties; provided, however, that the Credit Parties shall be entitled, without the prior approval of Lender, to issue any press release or other public disclosure with respect to such transactions required under applicable securities or other laws or regulations. Notwithstanding the foregoing, the Credit Parties shall use its best efforts to consult Lender in connection with any such press release or other public disclosure prior to its release and Lender shall be provided with a copy thereof upon release thereof. Lender shall have the right to make any press release with respect to the transactions contemplated hereby without the Credit Parties' approval. In addition, with respect to any press release to be made by Lender, Borrower hereby authorizes and grants blanket permission to Lender to include the Borrower's stock symbol, if any, in any press releases. Borrower shall, promptly upon request, execute any additional documents of authority or permission as may be requested by Lender in connection with any such press releases.

14.11 Binding Effect. This Agreement shall become effective upon execution by the Credit Parties and Lender.

14.12 Governing Law. Except in the case of the Mandatory Forum Selection Clause in Section 14.6 above, which clause shall be governed and interpreted in accordance with Florida law, this Agreement, the Loan Documents and the Promissory Note shall be delivered and accepted in, and shall be deemed to be contracts made under and governed by, the internal laws of the State of Nevada, and for all purposes shall be construed in accordance with the laws of the State of Nevada, without giving effect to the choice of law provisions of such State. The governing law provisions of this Section 14.12 are a material inducement for Lender to enter into this Agreement, and the Borrower hereby agrees, acknowledges and understands that the Lender would not have entered into this Agreement, nor made or provided the Loans, without the full agreement and consent of the Credit Parties, with full knowledge and understanding, that except in the case of the Mandatory Forum Selection Clause in Section 14.6 above, which clause shall be governed and interpreted in accordance with Florida law, this Agreement, and each of the Loan Documents, shall be governed by the internal laws of the State of Nevada, and for all purposes shall be construed in accordance with the laws of the State of Nevada, without giving effect to the choice of law provisions. In this regard, each of the Credit Parties hereby acknowledges that it has reviewed this Agreement and all Loan Documents, and specifically, this Section 14.12, with competent counsel selected by the Credit Parties, and in that regard, each of the Credit Parties fully understands the choice of law provisions set forth in this Section. In addition, each of the Credit Parties agrees, and acknowledges that it has had an opportunity to negotiate the terms and provisions of this Agreement and the other Loan Documents with and through its counsel, and that the Credit Parties have sufficient leverage and economic bargaining power, and have used such leverage and economic bargaining power, to fairly and fully negotiate this Agreement and the other Loan Documents in a manner that is acceptable to the Credit Parties. Moreover, because of the material nature of this choice of law provision in inducing Lender to enter into this Agreement and to make the Loans to the Credit Parties, each of the Credit Parties hereby fully and absolutely waives any and all rights to make any claims, counterclaims, defenses, to raise or make any arguments (including any claims, counterclaims, defenses, or arguments based on grounds of public policy, unconscionability, or implied covenants of fair dealing and good faith), or to otherwise undertake any litigation strategy or maneuver of any nature or kind that would result in, or which otherwise seeks to, invalidate this choice of law provision, or that would otherwise result in or require the application of the laws of any other State other than the State of Nevada in the interpretation or governance of this Agreement or any other Loan Documents (except for the Mandatory Forum

Selection clause in Section 14.6 hereof). Each of the Credit Parties has carefully considered this Section 14.12 and has carefully reviewed its application and effect with competent counsel, and in that regard, fully understands and agrees that Lender would not have entered into this Agreement, nor made the Loans, without the express agreement and acknowledgement of each of the Credit Parties to this choice of law provision, and the express waivers set forth herein.

14.13 Enforceability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, unenforceable or invalid under any jurisdiction, such provision shall as to such jurisdiction, be severable and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

14.14 Survival of Borrower's Representations. All covenants, agreements, representations and warranties made by the Credit Parties herein shall, notwithstanding any investigation by Lender, be deemed material and relied upon by Lender and shall survive the making and execution of this Agreement and the Loan Documents and the issuance of the Promissory Note, and shall be deemed to be continuing representations and warranties until such time as the Credit Parties have fulfilled all of its Obligations to Lender, and Lender has been indefeasibly paid in full. Lender, in extending financial accommodations to Borrower, is expressly acting and relying on the aforesaid representations and warranties.

14.15 Extensions of Lender's Commitment and the Promissory Note. This Agreement shall secure and govern the terms of any extensions or renewals of Lender's commitment hereunder and the Promissory Note pursuant to the execution of any modification, extension or renewal note executed by Borrower, consented and agreed to by the Guarantors, and accepted by Lender in its sole and absolute discretion in substitution for the Promissory Note.

14.16 Time of Essence. Time is of the essence in making payments of all amounts due Lender under this Agreement and in the performance and observance by the Credit Parties of each covenant, agreement, provision and term of this Agreement.

14.17 Execution. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed and considered one and the same Agreement. In the event that any signature of this Agreement or any other Loan Documents is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format file or other similar format file, such signature shall be deemed an original for all purposes and shall create a valid and binding obligation of the party executing same with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof. Notwithstanding the foregoing, Lender shall not be obligated to accept any document or instrument signed by facsimile transmission or by e-mail delivery of a ".pdf" format file or other similar format file as an original, and may in any instance require that an original document be submitted to Lender in lieu of, or in addition to, any such document executed by facsimile transmission or by e-mail delivery of a ".pdf" format file or other similar format file.

14.18 Notices. Any notices, consents, waivers, or other communications required or permitted to be given under the terms of this Agreement must be in writing and in each case properly addressed to the party to receive the same in accordance with the information below, and will be deemed to have been delivered: (i) if mailed by certified mail, return receipt requested, postage prepaid and properly addressed to the address below, then three (3) Business Days after deposit of same in a regularly maintained U.S. Mail receptacle; or (ii) if mailed by Federal Express, UPS or other nationally recognized overnight courier service, overnight delivery, then one (1) Business Day after deposit of same in a regularly maintained receptacle of such overnight courier; or (iii) if hand delivered, then upon hand delivery thereof to the address indicated on or prior to 5:00 p.m., EST, on a Business Day. Any notice hand delivered after 5:00 p.m., EST, shall be deemed delivered on the following Business Day. Notwithstanding the foregoing, notice, consents, waivers or other communications referred to in this Agreement may be sent by facsimile, e-mail, or other method of delivery, but shall be deemed to have been delivered only when the sending party has confirmed (by reply e-mail or some other form of written confirmation) that the notice has been received by the other party. The addresses and facsimile numbers for such communications shall be as set forth below, unless such address or information is changed by a notice conforming to the requirements hereof. No notice to or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances:

If to any Credit Party:	Sack Lunch Productions, Inc. 59 West 100 South, 2nd Floor Salt Lake City, UT 84101 Attention: Richard Suber, CEO E-Mail: richard@sacklunchproductions.com
With a copy to:	Michael Golightly, Esq. 59 West 100 South, 2nd Floor Salt Lake City, UT 84101 E-Mail: mikegolite@hotmail.com
If to the Lender:	TCA Global Credit Master Fund, LP 3960 Howard Hughes Parkway, Suite 500 Las Vegas, Nevada 89169 Attention: Robert Press, Director E-Mail: bpress@tcaglobalfund.com
With a copy to:	TCA Global Credit Master Fund, LP 19950 W. Country Club Dr., First Floor Aventura, FL 33180 Attention: Robert Press, Director E-Mail: bpress@tcaglobalfund.com
With a copy to:	David Kahan, P.A. 6420 Congress Ave., Suite 1800 Boca Raton, FL 33487 Attention: David Kahan, Esq. E-Mail: david@dkpalaw.com

14.19 Indemnification. As a material inducement for Lender to enter into this Agreement, the Credit Parties agree to defend, protect, indemnify and hold harmless Lender, and its parent companies, Subsidiaries, Affiliates, divisions, and their respective attorneys, officers, directors, agents, shareholders, members, partners, employees, and representatives, and the predecessors, successors, assigns, personal representatives, heirs and executors of each of them (including those retained in connection with the transactions contemplated by this Agreement) (each, a "**Lender Indemnitee**" and collectively, the "**Lender Indemnitees**") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, Proceedings, suits, claims, costs, expenses and distributions of any kind or nature (including the disbursements and the reasonable fees of counsel and paralegals for each Lender Indemnitee thereto throughout all trial and appellate levels, bankruptcy Proceedings, mediations, arbitrations, administrative hearings and at all other levels and tribunals), which may be imposed on, incurred by, or asserted against, any Lender Indemnitee (whether direct, indirect or consequential and whether based on any federal, state or local laws or regulations, including securities, Environmental Laws and commercial laws and regulations, under common law or in equity, or based on contract, tort, or otherwise) in any manner relating to or arising out of this Agreement or any of the Loan Documents, or any act, event or transaction related or attendant thereto, the preparation, execution and delivery of this Agreement and the Loan Documents, including the making or issuance and management of the Loans, the use or intended use of the proceeds of the Loans, the enforcement of Lender's rights and remedies under this Agreement, the Loan Documents, the Promissory Note, any other instruments and documents delivered hereunder, or under any other agreement between Borrower and Lender. To the extent that the undertaking to indemnify set forth in the preceding sentence may be unenforceable because it violates any law or public policy, the Credit Parties shall satisfy such undertaking to the maximum extent permitted by applicable law. Any liability, obligation, loss, damage, penalty, cost or expense covered by this indemnity shall be paid to each Lender Indemnitee on demand, and, failing prompt payment, shall, together with interest thereon at the Default Rate from the date incurred by each Lender Indemnitee until paid by Borrower, be added to the Obligations of Borrower and be secured by the Collateral. The provisions of this Section shall survive the satisfaction and payment of the other Obligations and the termination of this Agreement.

14.20 Release. In consideration of the mutual promises and covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each Credit Party hereby agrees to fully, finally and forever release and forever discharge and covenant not to sue the Lender Indemnitees, and each one of them, from any and all debts, fees, attorneys' fees, liens, costs, expenses, damages, sums of money, accounts, bonds, bills, covenants, promises, judgments, charges, demands, claims, causes of action, Proceedings, suits, liabilities, expenses, obligations or contracts of any kind whatsoever, whether in law or in equity, whether asserted or unasserted, whether known or unknown, fixed or contingent, under statute or otherwise, from the beginning of time through the Effective Date, including any and all claims relating to or arising out of any financing transactions, credit facilities, notes, debentures, security agreements, and other agreements, including each of the Loan Documents, entered into by the Credit Parties with Lender and any and all claims that the Credit Parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect their decision to enter into this Agreement or the related Loan Documents. The provisions of this Section shall survive the satisfaction and payment of the other Obligations and the termination of this Agreement.

14.21 Interpretation. If any provision in this Agreement requires judicial or similar interpretation, the judicial or other such body interpreting or construing such provision shall not apply the assumption that the terms hereof shall be more strictly construed against one party because of the rule that an instrument must be construed more strictly against the party which itself or through its agents prepared the same. The parties hereby agree that all parties and their agents have participated in the preparation hereof equally.

14.22 Compliance with Federal Law. The Credit Parties shall: (i) ensure that no Person who owns a controlling interest in or otherwise controls the Credit Parties is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("**OFAC**"), the Department of the Treasury, included in any Executive Orders or any other similar lists from any Governmental Authority; (ii) not use or permit the use of the proceeds of the Loans to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, or any other similar national or foreign governmental regulations; and (iii) comply with all applicable Lender Secrecy Act ("**BSA**") laws and regulations, as amended. As required by federal law and Lender's policies and practices, Lender may need to obtain, verify and record certain customer identification information and documentation in connection with opening or maintaining accounts or establishing or continuing to provide services.

14.23 Consents. With respect to any provisions of this Agreement or any other Loan Documents which require the consent or approval of Lender, unless expressly otherwise provided in any such provision, such consent or approval may be granted, conditioned, or withheld by Lender in its sole and absolute discretion. In any event, when any consent or approval of Lender is required under this Agreement or any other Loan Documents, the Credit Parties shall not be entitled to make any claim for, and the Credit Parties hereby expressly waives any claim for, damages incurred by the Credit Parties by reason of Lender's granting, conditioning or withholding any such consent or approval, and the Credit Parties' sole and absolute remedy with respect thereto shall be an action for specific performance. To the extent any consent or approval is given by Lender under any provision hereunder or under any other Loan Documents, such consent or approval shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future consent or approval, and any such consent or approval shall not impose any liability or warranty obligation on the Lender.

14.24 Non-U.S. Status. THE LENDER IS A NON-U.S. PERSON AS THAT TERM IS DEFINED IN THE UNITED STATES INTERNAL REVENUE CODE. IT IS HEREBY AGREED AND UNDERSTOOD THAT THE OBLIGATIONS HEREUNDER MAY BE SOLD OR RESOLD ONLY TO NON-U.S. PERSONS. THE INTEREST PAYABLE HEREUNDER IS PAYABLE ONLY OUTSIDE THE UNITED STATES. ANY U.S. PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAW.

14.25 Escrow for Auditors Fees, Filing Fees, and Other Liens/UCC Filings.

(a) Credit Parties have disclosed to Lender that the Credit Parties have certain outstanding current and anticipated obligations as follows: (i) anticipated obligations for auditor's fees due to Sadler, Gibb, & Associates LLC in connection with the completion of Credit

Parties' financial statements for the years of 2014 and 2015, in an anticipated approximate amount of $150,000 (the "**Auditor's Fee Obligations**"); (ii) anticipated obligations for legal and filing fees due in connection with the filing of S-1 and/or Form 10 Registration Statements in an anticipated approximate amount of $30,000 (the "**Filing Fee Obligations**"); (iii) outstanding obligations owing by Landis Salons, Inc. and Landis Salons II, Inc. to American Express Bank, FSB and secured by UCC-1 Financing Statements filed in the State of Utah under Filing Nos. 454679201451 and 465007201533, having an approximate outstanding balance of $188,000 (the "**Amex Obligations**"); (the Auditor's Fee Obligations, the Filing Fee Obligations, and the Amex Obligations are sometimes collectively referred to as the "**Credit Party Obligations**". In this regard, in connection with the funding of the Initial Loan hereunder on the Effective Date, the Lender shall fund and disburse the full amount of the Initial Loan; provided, however, the Escrow Agent shall withhold, from the Initial Loan proceeds, an amount on account of the Auditor's Fee Obligations of $150,000 (the "**Auditor's Fee Obligations Withheld Amount**"), an amount on account of the Filing Fee Obligations of $30,000 (the "**Filing Fee Obligations Withheld Amount**"), an amount on account of the Amex Obligations of $188,000 (the "**Amex Obligations Withheld Amount**") (the Auditor's Fee Obligations Withheld Amount, the Filing Fee Obligations Withheld Amount, and the Amex Obligations Withheld Amount are sometimes collectively referred to herein as the "**Withheld Amounts**"). The Withheld Amounts shall be held by David Kahan, P.A., as "**Escrow Agent**" hereunder, and shall only be released in accordance with the terms and provisions set forth in this Section 14.25 and Section 14.26 below. The Credit Parties acknowledge and agree that the Withheld Amounts shall be deemed to be disbursed as of the Effective Date and shall thus accrue interest as of the Effective Date in accordance with this Agreement and the other Loan Documents.

(b) The Withheld Amounts shall be released as follows:

(i) With regards to the Auditor's Fee Obligations, $75,000 of the Auditor's Fee Obligations Withheld Amount shall be paid to such auditor on the Effective Date. Thereafter, if, as, and when the Credit Parties incur and are billed for the remaining Auditor's Fee Obligations, or any portion thereof, the Credit Parties shall timely pay any such billing and promptly thereafter provide to Lender and Escrow Agent evidence of payment thereof satisfactory to Lender. Upon receipt of such evidence of payment acceptable to Lender, so long as no Event of Default under this Agreement or any other Loan Documents exists, and so long as no event has occurred that, with the passage of time, the giving of notice, or both, would constitute an Event of Default under this Agreement or any other Loan Documents, Lender shall then direct and authorize Escrow Agent to release to the Credit Parties, from the then remaining Auditor's Fee Obligations Withheld Amount, the amount paid by the Credit Parties, and evidenced by the payment evidence provided to Lender hereunder.

(ii) With regards to the Filing Fee Obligations, if, as, and when the Credit Parties incur and are billed for the Filing Fee Obligations, or any portion thereof, the Credit Parties shall timely pay any such billing and promptly thereafter provide to Lender and Escrow Agent evidence of payment thereof satisfactory to Lender. Upon receipt of such evidence of payment acceptable to Lender, so long as no Event of Default under this Agreement or any other Loan Documents exists, and so long as no event has occurred that, with the passage of time, the giving of notice, or both, would constitute an Event of Default under this Agreement or any other Loan Documents, Lender shall then direct and authorize Escrow Agent to release to the Credit

Parties, from the Filing Fee Obligations Withheld Amount, the amount paid by the Credit Parties, and evidenced by the payment evidence provided to Lender hereunder.

(iii) With regards to the Amex Obligations, the Credit Parties shall pay and satisfy same in full within thirty (30) days from the Effective Date. Upon payment of the Amex Obligations within the time frames required hereby, the Credit Parties shall provide to Lender and Escrow Agent: (A) evidence of payment thereof satisfactory to Lender; and (B) file-stamped terminations of any UCC-1 Financing Statements applicable to the Amex Obligations, filed in the appropriate jurisdictions of record. Upon receipt of such evidence of payment and UCC terminations acceptable to Lender, so long as no Event of Default under this Agreement or any other Loan Documents exists, and so long as no event has occurred that, with the passage of time, the giving of notice, or both, would constitute an Event of Default under this Agreement or any other Loan Documents, Lender shall then direct and authorize Escrow Agent to release to the Credit Parties, from the Amex Obligations Withheld Amount, the amount paid by the Credit Parties for such obligations, and evidenced by the payment evidence provided to Lender hereunder. In the event the Credit Parties fail to pay the Amex Obligations and obtain UCC terminations applicable thereto within the thirty (30) day period set forth herein, and provide evidence thereof to Lender as required hereby, then such failure shall constitute an Event of Default under this Agreement, and in any such event, the Lender may, in its sole discretion, use and pay the Amex Obligations Withheld Amount, and elect to apply same to the Obligations hereunder, or otherwise to pay same, or any portion thereof as Lender may negotiate, in its sole and absolute discretion, to the holder of these obligations in satisfaction of same.

(iv) Until the Withheld Amounts are each fully disbursed to the applicable Persons in accordance with this Section 14.25, all Withheld Amounts shall be additional security for all Obligations of the Credit Parties to Lender under this Agreement and all other Loan Documents, and be secured by the Security Agreements and other applicable Loan Documents, and in that regard, in the event, prior to disbursement of the Withheld Amounts as hereby contemplated, if an Event of Default shall occur under this Agreement or any other Loan Documents, then notwithstanding anything to the contrary contained in this Section 14.25, Lender may, in its sole discretion, direct the Escrow Agent to disburse the Withheld Amounts, or any portion thereof then in Escrow Agent's possession, to Lender to be applied against the Obligations hereunder. In addition, in the event: (A) the Credit Party Obligations are not resolved as contemplated above in this Section 14.25 within the time frames required hereby; or (B) at any time, any action is taken or commenced by any of the holders of the Credit Party Obligations to enforce any rights they may have in connection with such Credit Party Obligations, any such event shall constitute an Event of Default under this Agreement, and in any such event, the Lender may, in its sole discretion, use and pay the Withheld Amounts, and elect to apply same to the Obligations hereunder, or otherwise to pay same, or any portion thereof as Lender may negotiate, in its sole and absolute discretion, to any of the holders of the Credit Party Obligations in satisfaction of same. In addition, if the requirements to disburse any Withheld Amounts, as applicable, are satisfied hereunder, and the applicable Withheld Amount thereof is disbursed by Escrow Agent hereunder, and such Withheld Amount disbursed is less than the Withheld Amount held by Escrow Agent hereunder, then any such excess, as applicable with respect to each Withheld Amount, shall be disbursed to the Credit Parties provided the underlying obligation for which the Withheld Amount was withheld has been paid and satisfied in full, and only so long as no Event of Default under this Agreement or any other Loan Documents exists, and so long as no event has occurred that, with the passage of time, the giving of notice, or both, would constitute an Event of Default under this Agreement or any other Loan Documents.

14.26 Matters Relating to Escrow Agent.

(a) The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. Escrow Agent agrees to hold the Withheld Amounts (the "**Escrowed Property**") in a non-interest bearing account and to release same only in accordance with the terms and conditions set forth in this Agreement and only upon a written direction from Lender.

(b) The Escrow Agent may act in reliance upon any writing or instrument (including e-mail) or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any Person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner, and execution, or validity of any instrument deposited in this escrow or given to Escrow Agent under this Agreement, nor as to the identity, authority, or right of any Person executing the same; and its duties hereunder shall be limited to the safekeeping of the Escrowed Property, and for the disposition of the same in accordance with this Agreement. Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actually received written notice of such matter or thing and Escrow Agent shall not be charged with any constructive notice whatsoever.

(c) Escrow Agent shall hold in escrow, pursuant to this Agreement, the Escrowed Property actually delivered and received by Escrow Agent hereunder, and Escrow Agent shall not be obligated to ascertain the existence of (or initiate recovery of) any other property other than property actually received by Escrow Agent. If all or any portion of the Escrowed Property is in the form of a check or in any other form other than cash, Escrow Agent shall deposit same as required but shall not be liable for the nonpayment thereof, nor responsible to enforce collection thereof. Escrow Agent shall not be liable for failure of any financial institution where the Escrowed Property is deposited.

(d) In the event instructions from Lender, any Credit Parties, or any other Person would require Escrow Agent to expend any monies or to incur any cost, Escrow Agent shall be entitled to refrain from taking any action until it receives payment for such costs. It is agreed that the duties of Escrow Agent are purely ministerial in nature and shall be expressly limited to the safekeeping of the Escrowed Property and for the disposition of same in accordance with this Agreement. The Credit Parties and Lender, jointly and severally, each hereby indemnifies Escrow Agent and holds it harmless from and against any and all claims, actions, liabilities, costs and other expenses of any nature or kind, which it may incur or with which it may be threatened, directly or indirectly, including all attorneys' fees and costs of litigation, arising from or in any way connected with this Agreement or which may result from Escrow Agent's following of instructions from Lender in accordance with this Agreement, except those arising as a result of Escrow Agent's gross negligence or willful misconduct. Escrow Agent shall be vested with a lien on all Escrowed Property under the terms of this Agreement, for indemnification, attorneys' fees, court costs and all other costs and expenses arising from any such claims or expenses, interpleader or otherwise, or other expenses, fees or charges of any character or nature, which may be incurred by Escrow Agent by reason of disputes arising between the Lender and the Credit Parties, or any other Person, as to the correct interpretation of this Agreement, and instructions given to Escrow Agent hereunder, or otherwise, with the right of Escrow Agent, regardless of the instruments aforesaid and without the necessity of instituting any proceeding, to hold any property hereunder until and unless said additional expenses, fees and charges shall be fully paid. Any fees and costs charged by the Escrow Agent for serving hereunder shall be paid by the Credit Parties.

(e) In the event Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from Lender, the Credit Parties or from any other Person with respect to the Escrowed Property, which, in Escrow Agent's sole opinion, are in conflict with each other or with any provision of this Agreement, Escrow Agent shall be entitled to refrain from taking any action until it shall be directed otherwise in writing by Lender and the Credit Parties and said other Persons, if any, or by a final order or judgment of a court of competent jurisdiction. If any of the parties shall be in disagreement about the interpretation of this Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, at its sole discretion, deposit the Escrowed Property with a court having jurisdiction over this Agreement, and, upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully cease and terminate. The Escrow Agent shall be indemnified by the Lender and the Credit Parties for all costs, including reasonable attorneys' fees, in connection with the aforesaid proceeding, and shall be fully protected in suspending all or a part of its activities under this Agreement until a final decision or other settlement in the proceeding is received. In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrowed Property, Escrow Agent shall, at its sole option, either: (i) tender the Escrowed Property in its possession to the registry of the appropriate court; or (ii) disburse the Escrowed Property in its possession in accordance with the court's ultimate disposition of the case, and Lender and the Credit Parties hereby, jointly and severally, indemnify and hold Escrow Agent harmless from and against any damages or losses in connection therewith including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels.

(f) The Escrow Agent may consult with counsel of its own choice (and the costs of such counsel shall be paid by the Credit Parties and Lender) and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Escrow Agent shall not be liable for any mistakes of fact or error of judgment, or for any actions or omissions of any kind, unless caused by its willful misconduct or gross negligence.

(g) The Escrow Agent may resign upon ten (10) days' written notice to the parties in this Agreement. If a successor Escrow Agent is not appointed by the Lender and Credit Parties within this ten (10) day period, the Escrow Agent may petition a court of competent jurisdiction to name a successor.

(h) Conflict Waiver. The Credit Parties hereby acknowledge that the Escrow Agent is counsel to the Lender in connection with the transactions contemplated and referred herein. The Credit Parties agree that in the event of any dispute arising in connection with this Agreement or otherwise in connection with any transaction or agreement contemplated and referred herein, the Escrow Agent shall be permitted to continue to represent the Lender and the Credit Parties will not seek to disqualify such counsel and waives any objection the Credit Parties might have with respect to the Escrow Agent acting as the Escrow Agent pursuant to this Agreement. The Lender and the Credit Parties acknowledge and agree that nothing in this Agreement shall prohibit Escrow Agent from: (i) serving in a similar capacity on behalf of others; or (ii) acting in the capacity of attorneys for one or more of the parties hereto in connection with any matter.

[REMAINDER OF PAGE LEFT BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower and Lender have executed this Credit Agreement as of the date first above written.

BORROWER:

SACK LUNCH PRODUCTIONS, INC.,
a Utah corporation

By: ______________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by Richard Surber, who is the CEO of Sack Lunch Productions, Inc., a Utah corporation, on behalf of such entity. He/She is personally known to me or has produced ______________________ as identification.

My Commission Expires:

Michael Golightly
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
My Comm. Expires Jan 21, 2018

LENDER:

TCA GLOBAL CREDIT MASTER FUND, LP

By: **TCA Global Credit Fund GP, Ltd.**
Its: **General Partner**

By: ______________________
Name: Robert Press
Title: Director

CONSENT AND AGREEMENT

The undersigned, referred to in the foregoing senior secured credit facility agreement as a guarantor, hereby consents and agrees to said senior secured credit facility agreement and to the payment of the amounts contemplated therein, documents contemplated thereby, representations and warranties made therein, and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by it pursuant to or in connection with said senior secured credit facility agreement to the same extent as if the undersigned were a party to said senior secured credit facility agreement.

GUARANTOR:

GREEN ENDEAVORS, INC.,
a Utah corporation

By: ______________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by Richard Surber, who is the CEO of Green Endeavors, Inc., a Utah corporation, on behalf of such entity. He/She is personally known to me or has produced ______________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
My Comm. Expires Jan 21, 2018

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The undersigned, referred to in the foregoing senior secured credit facility agreement as a guarantor, hereby consents and agrees to said senior secured credit facility agreement and to the payment of the amounts contemplated therein, documents contemplated thereby, representations and warranties made therein, and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by it pursuant to or in connection with said senior secured credit facility agreement to the same extent as if the undersigned were a party to said senior secured credit facility agreement.

GUARANTOR:

LANDIS SALONS, INC.
a Utah corporation

By: ______________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by Richard Surber, who is the President of Landis Salons, Inc., a Utah corporation, on behalf of such entity. He/She is personally known to me or has produced ______________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
My Comm. Expires Jan 21, 2018

CONSENT AND AGREEMENT

The undersigned, referred to in the foregoing senior secured credit facility agreement as a guarantor, hereby consents and agrees to said senior secured credit facility agreement and to the payment of the amounts contemplated therein, documents contemplated thereby, representations and warranties made therein, and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by it pursuant to or in connection with said senior secured credit facility agreement to the same extent as if the undersigned were a party to said senior secured credit facility agreement.

GUARANTOR:

LANDIS SALONS II, INC.
a Utah corporation

By: ______________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by Richard Surber, who is the President of Landis Salons II, Inc., a Utah corporation, on behalf of such entity. He/She is personally known to me or has produced ______________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
My Comm. Expires Jan 21, 2018

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GUARANTOR:

DIVERSIFIED MANAGEMENT SERVICES, INC., a Utah corporation

By: ______________________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by Richard Surber, who is the President of Diversified Management Services, Inc., a Utah corporation, on behalf of such entity. He/She is personally known to me or has produced ______________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
My Comm. Expires Jan 21, 2018

CONSENT AND AGREEMENT

The undersigned, referred to in the foregoing senior secured credit facility agreement as a guarantor, hereby consents and agrees to said senior secured credit facility agreement and to the payment of the amounts contemplated therein, documents contemplated thereby, representations and warranties made therein, and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by it pursuant to or in connection with said senior secured credit facility agreement to the same extent as if the undersigned were a party to said senior secured credit facility agreement.

GUARANTOR:

WASATCH CAPITAL CORPORATION,
a Utah corporation

By: ______________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by Richard Surber, who is the President of Wasatch Capital Corporation, a Utah corporation, on behalf of such entity. He/She is personally known to me or has produced ______________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
My Comm. Expires Jan 21, 2018

CONSENT AND AGREEMENT

The undersigned, referred to in the foregoing senior secured credit facility agreement as a guarantor, hereby consents and agrees to said senior secured credit facility agreement and to the payment of the amounts contemplated therein, documents contemplated thereby, representations and warranties made therein, and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by it pursuant to or in connection with said senior secured credit facility agreement to the same extent as if the undersigned were a party to said senior secured credit facility agreement.

GUARANTOR:

DOWNTOWN DEVELOPMENT CORPORATION,
a Utah corporation

By: ______________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by Richard Surber, who is the President of Downtown Development Corporation, a Utah corporation, on behalf of such entity. He/She is personally known to me or has produced ______________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
My Comm. Expires Jan 21, 2018

CONSENT AND AGREEMENT

The undersigned, referred to in the foregoing senior secured credit facility agreement as a guarantor, hereby consents and agrees to said senior secured credit facility agreement and to the payment of the amounts contemplated therein, documents contemplated thereby, representations and warranties made therein, and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by it pursuant to or in connection with said senior secured credit facility agreement to the same extent as if the undersigned were a party to said senior secured credit facility agreement.

GUARANTOR:

WG PRODUCTIONS COMPANY,
a Utah corporation

By: ______________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by Richard Surber, who is the President of WG Productions Company, a Utah corporation, on behalf of such entity. He/She is personally known to me or has produced ______________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
My Comm. Expires Jan 21, 2018

CONSENT AND AGREEMENT

The undersigned, referred to in the foregoing senior secured credit facility agreement as a guarantor, hereby consents and agrees to said senior secured credit facility agreement and to the payment of the amounts contemplated therein, documents contemplated thereby, representations and warranties made therein, and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by it pursuant to or in connection with said senior secured credit facility agreement to the same extent as if the undersigned were a party to said senior secured credit facility agreement.

GUARANTOR:

LANDIS EXPERIENCE CENTER, LLC,
a Utah limited liability company

By: ______________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by Richard Surber, who is the Manager of Landis Experience Center, LLC, a Utah limited liability company, on behalf of such entity. He/She is personally known to me or has produced ______________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
My Comm. Expires Jan 21, 2018

CONSENT AND AGREEMENT

The undersigned, referred to in the foregoing senior secured credit facility agreement as a guarantor, hereby consents and agrees to said senior secured credit facility agreement and to the payment of the amounts contemplated therein, documents contemplated thereby, representations and warranties made therein, and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by it pursuant to or in connection with said senior secured credit facility agreement to the same extent as if the undersigned were a party to said senior secured credit facility agreement.

GUARANTOR:

SLIDE THE CITY, LLC,
a Utah limited liability company

By: David Wulf
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by David Wulf, who is the Manager of Slide the City, LLC, a Utah limited liability company, on behalf of such entity. He/She is personally known to me or has produced ____________ as identification.

My Commission Expires:

Michael Golightly
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
My Comm. Expires Jan 21, 2018

CONSENT AND AGREEMENT

The undersigned, referred to in the foregoing senior secured credit facility agreement as a guarantor, hereby consents and agrees to said senior secured credit facility agreement and to the payment of the amounts contemplated therein, documents contemplated thereby, representations and warranties made therein, and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by it pursuant to or in connection with said senior secured credit facility agreement to the same extent as if the undersigned were a party to said senior secured credit facility agreement.

GUARANTOR:

SLIDE THE CITY FRANCHISING, LLC,
a Utah limited liability company

By: ______________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by David Wolf, who is the Manager of Slide the City Franchising, LLC, a Utah limited liability company, on behalf of such entity. He/She is personally known to me or has produced __________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
My Comm. Expires Jan 21, 2018

CONSENT AND AGREEMENT

The undersigned, referred to in the foregoing senior secured credit facility agreement as a guarantor, hereby consents and agrees to said senior secured credit facility agreement and to the payment of the amounts contemplated therein, documents contemplated thereby, representations and warranties made therein, and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by it pursuant to or in connection with said senior secured credit facility agreement to the same extent as if the undersigned were a party to said senior secured credit facility agreement.

GUARANTOR:

LANTERN FEST, LLC,
a Utah limited liability company

By: ______________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by David Wulf, who is the Manager of Lantern Fest, LLC, a Utah limited liability company, on behalf of such entity. He/She is personally known to me or has produced ______________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
My Comm. Expires Jan 21, 2018

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The undersigned, referred to in the foregoing senior secured credit facility agreement as a guarantor, hereby consents and agrees to said senior secured credit facility agreement and to the payment of the amounts contemplated therein, documents contemplated thereby, representations and warranties made therein, and to the provisions contained therein relating to conditions to be fulfilled and obligations to be performed by it pursuant to or in connection with said senior secured credit facility agreement to the same extent as if the undersigned were a party to said senior secured credit facility agreement.

GUARANTOR:

REDLINE ENTERTAINMENT, INC.,
a Utah corporation

By: ______________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by Richard Surber, who is the President of Redline Entertainment, Inc., a Utah corporation, on behalf of such entity. He/She is personally known to me or has produced ______________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
My Comm. Expires Jan 21, 2018

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GUARANTOR:

SLIDE THE CITY CANADA, LLC,
a Utah limited liability company.

By: ______________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by David Wulf, who is the Manager of Slide the City Canada, LLC, a Utah limited liability company, on behalf of such entity. He/She is personally known to me or has produced ______________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
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GUARANTOR:

SPRINGBOK HOLDINGS, LLC,
a Utah limited liability company

By: ______________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by Richard Surber, who is the Manager of Springbok Holdings, LLC, a Utah limited liability company, on behalf of such entity. He/She is personally known to me or has produced ______________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
My Comm. Expires Jan 21, 2018

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GUARANTOR:

COLOR ME RAD, LLC,
a Utah limited liability company

By: ____________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by Richard Surber, who is the Manager of Color Me Rad, LLC, a Utah limited liability company, on behalf of such entity. He/She is personally known to me or has produced ____________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
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GUARANTOR:

THE DIRTY DASH, LLC,
a Utah limited liability company

By: ______________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by Richard Surber, who is the Manager of The Dirty Dash, LLC, a Utah limited liability company, on behalf of such entity. He/She is personally known to me or has produced ______________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
My Comm. Expires Jan 21, 2018

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GUARANTOR:

SPRINGBOK SLIDE THE CITY, LLC,
a Utah limited liability company

By: ______________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by Richard Surber, who is the Manager of Springbok Slide the City, LLC, a Utah limited liability company, on behalf of such entity. He/She is personally known to me or has produced ______________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
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MICHAEL GOLIGHTLY
Notary Public
State of Utah
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GUARANTOR:

SPRINGBOK FRANCHISING, LLC,
a Utah limited liability company

By: ______________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by Richard Surber, who is the Manager of Springbok Franchising, LLC, a Utah limited liability company, on behalf of such entity. He/She is personally known to me or has produced ______________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
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GUARANTOR:

SPRINGBOK MANAGEMENT, LLC,
a Utah limited liability company

By: ______________________
Name:
Title:

STATE OF Utah)
SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of Oct., 2015 by Richard Surber, who is the Manager of Springbok Management, LLC, a Utah limited liability company, on behalf of such entity. He/She is personally known to me or has produced ______________________ as identification.

My Commission Expires:

____
Notary Public

____
Name of Notary typed or printed

MICHAEL GOLIGHTLY
Notary Public
State of Utah
Comm. No. 672477
My Comm. Expires Jan 21, 2018

INDEX OF EXHIBITS

Exhibit A	Form of Compliance Certificate
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