LLC MEMBERSHIP PURCHASE AGREEMENT

This Purchase Agreement is entered into on 15th day of December, 2015, between Martin Malfatto Squared, Inc., a Utah corporation (the "Seller") and WG Productions Company, a Utah corporation (the "Buyer")

A. Seller is a member in The Lantern Fest LLC, Slide the City, LLC, Slide the City Canada, LLC and Slide the City Franchising, LLC, each a Utah limited liability company (the "LLCs"); and
B. The business and affairs of the LLCs are governed by Operating Agreements adopted by each of the LLCs and made between the members of the LLCs (the "Operating Agreements"); and
C. Seller owns a 33.3334% membership interest in each of the LLCs (the "Membership Interest"); and
D. Seller desires to sell and Buyer desires to purchase the Membership Interests in accordance with the terms of this Agreement.

In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree as follows:

1. Purchase and Sale of Membership Interests. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Memberships in the LLCs. In consideration thereof, Buyer agrees to transfer to Seller at Closing 417,000 shares of the Series A Preferred Stock of Sack Lunch Productions, Inc. a Utah corporation in the form of stock certificate issued in the name of the Seller for the said number of preferred shares.
2. Closing. The Closing of the transactions contemplated by this Agreement shall take place at the offices of Sack Lunch Productions, Inc. on or before December 31, 2015. At the Closing Seller will deliver to Buyer the Assignment of the Membership Interest in the form attached as Exhibit A and Buyer will deliver to Seller the shares of Sack Lunch Productions Preferred Stock as provided in Paragraph 1 of this Agreement.
3. Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing that:
    a. Seller has full power and authority to execute and deliver this Agreement and to perform Seller's obligations under it, and that this Agreement constitutes the valid and legally binding obligations of Seller, enforceable in accordance with its terms and consideration.
    b. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreements to which Seller is a party and by which Seller is bound.
    c. Seller holds of record and owns beneficially, the Membership Interests, free and clear of any restrictions on transfer (other than any restrictions under the

Operating Agreements or applicable law), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims or demands.

4. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing that:
    a. Buyer has full power and authority to execute and deliver this Agreement and to perform Buyer's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and consideration.
    b. Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Buyer is a party or by which Buyer is bound.
    c. Buyer has had a full opportunity to consult with legal, tax and financial advisors of its own choice with regard to the terms of this Agreement, has had a full opportunity to review and consult with regard to financial information regarding Sack Lunch Productions and the shares of Preferred Stock it is receiving under the terms of this Agreement.
5. Investment Intent of Buyer. Buyer acknowledges that the Membership Interests have not been, and will not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance upon federal and state exemptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interests solely for Buyer's own account for investment purposes only, and not with a view to further sale or distribution. Buyer is a sophisticated investor with knowledge and experience in business and financial matters and has received the information concerning the LLCs and the Membership Interests as Buyer requires or desires in order to evaluate the merits and risks inherent in owning the Membership Interests. Buyer is able to bear the economic risk and lack of liquidity inherent in owning the Membership Interests.
    a. Restrictive Legend: the shares to be issued pursuant to this Agreement will bear a restrictive legend on them substantially as follows:
    b. THIS SECURITY HAS NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES OR BLUE SKY LAWS OF ANY STATE AND MAY BE OFFERED AND SOLD ONLY IF REGISTERED AND QUALIFIED PURSUANT TO THE RELEVANT PROVISIONS OF FEDERAL AND STATE SECURITIES OR BLUE SKY LAWS OR IF AN EXEMPTION FROM SUCH REGISTRATION OR QUALIFICATION IS APPLICABLE.
6. Closing Covenants and Conditions. Each of the Parties will use their reasonable best efforts to take all actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherance thereof, Seller and Buyer each acknowledge that Buyer is the sole other member of the LLCs and therefor has consented to the transfers set forth in this Agreement.
7. As Is Sale. Except for the warranties given by Seller in Paragraph 3 of this Agreement, Seller has not made and is not giving Buyer any representation or warranty of any kind

whatsoever with respect to the Membership Interests, the LLCs, or any of the business and properties of the LLCs, and Buyer assumes any and all of the risks associated therewith.

8. Limited Indemnity by Seller. Seller shall indemnify, hold harmless, and defend Buyer from and against any and liability arising at any time Seller owned the Membership Interests, for Seller's default in Seller's promise to make a contribution to the LLCs, or if Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreements or applicable law.
9. Terms of the Operating Agreements. From and after Closing and at all times that Buyer is a member of the LLCs, Buyer shall be bound by all of the terms and conditions of the Operating Agreements.
10. Remain as a Manager. It is hereby agreed that John Malfatto shall remain as a Manager of the LLCs following the Closing of this Agreement.
11. Nonassignability. This Agreement shall not be assignable by any Party, without the prior written consent of the other Party.
12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
13. Entire Agreement. This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties.

The parties and a Manager of each of the LLCs have executed this Agreement on the date indicated below.

Martin Malfatto Squared Inc. (Seller) By: _____

WG Productions, Inc. (Buyer) By: _____

The Lantern Fest, LLC By: _____

Slide the City LLC By: _____

Slide the City Canada LLC By: _____

Slide the City Franchising LLC By: _____

Sack Lunch Productions, Inc. By: _____

BILL OF SALE OF LLC MEMBERSHIP INTERESTS

Martin Malfatto Squared Inc. ("Assignor") currently holder 33.3334% membership interests in The Lantern Fest LLC, Slide the City, LLC, Slide the City Canada, LLC and Slide the City Franchising, LLC, each a Utah limited liability company. Assignor has the right to transfer its interest and desires to transfer its whole interest.

Assignor desires to sell and assign its whole interest to WG Productions Company ("Assignee") who desires to purchase and receive the whole interests. Assignee is an existing members of the LLC, which allows it to receive the interest of Assignor in each of the LLCs

Assignee shall make deliver to Assignor 417,000 shares of the Series A Preferred Stock of Sack Lunch Productions Inc. as consideration for this transfer.

After this sale and transfer, Assignor's membership in the LLCs is withdrawn. Assignor and its personal representatives, successors and assigns do not have the right to receive any distribution by reason of its withdrawal.

The parties are separately responsible for any and all tax consequences and tax filings resulting from this transaction.

AGREED AND ACCEPTED

ASSIGNEE OR EE

Martin Malfatto Squared, Inc.

ASIGNOR

WG Productions Company.