LOCK-UP AGREEMENT

THIS LOCK-UP AGREEMENT (the 'AGREEMENT') is entered into as of this 14th day of December, 2015 by and among Richard Surber, David Wulf, Taylor R. Gourley, Martin Malfatto Squared, Inc., John Malfatto (the 'SHAREHOLDERS') and Sack Lunch Productions, Inc., a Utah corporation (the 'COMPANY').

WHEREAS, the Shareholders hold common stock of the Company or securities convertible into or exercisable for common stock of the Company and/or shares of Series B Preferred Stock (collectively, 'SECURITIES');

WHEREAS, the Company believes it is in the best interests of its stockholders to establish an orderly trading market for shares of the Company's common stock;

WHEREAS, the Company desires the Shareholders to refrain from selling any Securities held by the Shareholders to encourage orderly trading in shares of the Company's common stock;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RESTRICTION ON SALE OF SECURITIES. The Shareholders agree, that without the prior written consent of the Company, that, the Shareholder will not contract for, make or cause any sale, offer of sale or any other type of transfer of any Securities of the Company held by Shareholder in excess of 500,000 shares of common stock and includes any shares over which the Shareholder has the power to control the disposition. Shareholders agree that all shares of Class B Preferred Shares of the Company held by Shareholders are non-transferable. That upon death or permanent disability any shares of Series B Preferred held by a Shareholder shall be returned to the Company and Shareholders grant a priority claim against those shares of Series B Preferred Stock in their name above any other claimant or asserted right. The Company shall have a right of first refusal to acquire the shares held by the Shareholders with a right of 10 days to review any offer to sell by any or all of the Shareholders and to acquire the shares on the same basis as offered for sale by the Shareholders or to refuse the offer by notice to the seller Shareholder.

2. CONSIDERATION FOR RESTRICTION. In consideration for the Shareholders agreeing to be bound by the terms of this Agreement, the Company has consented to the delivery during the month of December 2015 to the Shareholders of 13,142,330 shares of the Company's Common Stock, shares of Series A Preferred stock held by the Shareholders, shares of Series B Preferred stock and the Company agrees to protect the named Shareholders and the number of shares identified herein and set forth in Exhibit "A" hereto from dilution from corporate action, including any reverse stock split of the common stock exceeding a factor of two (2) or other restructuring of the ownership of the Company.

3. SUCCESSOR AND ASSIGNS. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. Upon any transfer by sale or for compensation of any nature by any of the Shareholders the terms and provisions hereof shall not apply to the subject shares thereafter.

4. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Utah applicable to contracts entered into and fully to be performed in the State of Utah by residents of the State of Utah.

5. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. TITLES AND SUBTITLES. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

7. NOTICES. (a) All notices, requests, demands and other communications under this Agreement or in connection herewith shall be given or made upon (i) the Shareholder at such Shareholder's address set forth on the signature page hereto; and (ii) the Company at Sack Lunch Productions, Inc., 59 West 100 South, 2nd Floor, Salt Lake City, Utah 84101, attention President Richard Surber. (b) All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing, and shall be sent by overnight courier, or by facsimile with confirmation of receipt, and shall be deemed to be given or made when receipt is so confirmed. (c) Any party may, by written notice to the other, alter its address and such notice shall be given in accordance with the terms of this Section 7.

8. ATTORNEYS' FEES. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled as determined by such court, equity or arbitration proceeding.

9. AMENDMENTS AND WAIVERS. Any term of this Agreement may be amended with the written consent of the Company and the Shareholders.

10. SEVERABILITY. If one or more provisions of this Agreement are held to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

11. DELAYS OR OMISSIONS. No delay or omission to exercise any right, power or remedy accruing to any party to this Agreement, upon any breach or default of the other party to this Agreement shall impair any such right, power or remedy of such holder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party to this Agreement of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any holder shall be cumulative and not alternative.

12. ENTIRE AGREEMENT. This Agreement and the documents referred to herein constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements existing between the parties hereto are expressly canceled.

IN WITNESS WHEREOF, the parties hereto have executed this Lock Up Agreement as of the date first above written.

SACK LUNCH PRODUCTIONS, INC.

By: _____

Name: Richard Surber, President and CEO

SHAREHOLDERS:

Shareholder: Richard Surber

_____

Shareholder: David Wulf

_____

Shareholder: Taylor R. Gourley

_____

Shareholder: Martin Malfatto Squared, Inc.

By: _____
John Malfatto, President

Shareholder: John Malfatto,

_____

Exhibit "A"

Shares held by each Shareholder

Name of Shareholder	Series A Preferred		Series B Preferred		Common Stock	
	Certificate Number	Number of Shares	Certificate Number	Number of Shares	Certificate Number	Number of Shares
Richard Surber	1006 1000	64,000 75,000	**2002**	**250,000**	**6427**	**13,142,337**
David Wulf	**1010**	**139,000**	**2003**	**250,000**	**6428**	**13,142,337**
Taylor R. Gourley	**1011**	**139,000**	**2004**	**250,000**	**6429**	**13,142,237**
Martin Malfatto Squared, Inc.	**1009**	**139,000**				
John Malfatto			**2005**	**250,000**	**6429**	**13,142,337**