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Instructions for Sending Invoices

1. Fill out an invoice transmittal sheet with the number of invoices and total dollar amount enclosed. Indicate an ACH or Wire deposit and sign (signature from an authorized person) where indicated.
2. Mail your original invoice, original bill of lading with the original proof of delivery signature, all corresponding paperwork, and your rate confirmation sheet. We must have these documents to purchase your receivables.
3. Send one copy of all documents listed in item number 2. Keep copies separate from originals and mark "Copy."
4. Send invoices by an overnight service that provides a tracking system. Please note: SevenOaks Capital must receive your invoices by 10:00am the next business day to offer a same day wire or 24 hour ACH (electronic transfer).
5. Sign Wire Transfer Authorization on page 4 and attach a void check.
6. All overnight packages must be sent to our physical address:

**SevenOaks Capital Associates, LLC
7854 Anselmo Lane
Baton Rouge, LA 70810**

Tips:

- Staple your originals – loose paperwork can get misplaced
- Review your billing addresses periodically – are you typing or printing complete addresses with zip codes? We use window envelopes so be sure that your addresses are correct.
- Always send copies for our files.
- Your name must be listed as carrier on your bill of lading and rate confirmation sheet.
- See our website www.sevenoakscapital.com for more information about SevenOaks.

Accounts Transmittal

From: MABB Productions, L.L.C.
VIA FACSIMILE: 504-324-8693
PHONE: 504-324-8638

To: SevenOaks Capital Associates, LLC
VIA FACSIMILE: 225-757-1916

Enclosed please find _____ invoice(s) for a total of
\$_____. I hereby certify that these invoice are true and correct and that
the services and/or goods have been rendered or delivered as of this date.

Please send by:

Wire (\$15 chg.) _____ **Cut off time: 12:00 p.m. (noon) CST**
ACH (\$2 chg.) _____ **Cut off time: 1:00 p.m. CST**

By: _____
Authorized person (as named in contract)

Date: _____

SEVENOAKS CAPITAL ASSOCIATES, LLC USE ONLY

INVOICE VERIFIED: _____

AMOUNT VERIFIED: _____

AMOUNT ADVANCED: _____

NET TO RESERVE: _____

Ach/wire charge: _____

Processor Initial _____

Wire Transfer Authorization

To: SevenOaks Capital Associates, LLC

This is your authorization to wire all present and future purchase advances and/or settlements to the account indicated by the attached copy of our check, using the attached wiring instructions obtained from our bank.

This authorization will remain in effect unless terminated or amended in writing and signed by an officer of this company.

COMPANY NAME: MABB PRODUCTIONS, L.L.C.

SIGNATURE:



PRINT NAME(S): BRIAN A. BENNETT

TITLE: MANAGER/MEMBER

DATE: **February 27, 2017**

Attachments:

1. Please attach a copy of a check (not a deposit ticket) from the account into which you want your money wired.
2. Please call the "Wire Transfer Department" or the "Wire Desk" at your bank and have them fax you a copy of their wiring instructions. Attach their written instructions to this letter.

(Strict adherence to these instructions will help to ensure your transfers are not delayed)

INSTRUCTIONS FOR FACTORING AGREEMENT

- Please sign the Factoring Agreement and attachments on pages 19, 20, 21, 22 and 23.
- Print a file copy for your records.
- Bring the Personal Acknowledgement to a Notary Public to be **completely** filled out and notarized with two witnesses.

FACTORING AND SECURITY AGREEMENT

THIS FACTORING AND SECURITY AGREEMENT is made as of February 27, 2017 by and between MABB Productions, L.L.C. ("Seller") and SEVENOAKS CAPITAL ASSOCIATES, LLC ("Purchaser").

1. **Definitions.** The following terms used herein shall have the following meaning. All capitalized terms not herein defined shall have the meaning set forth in the Uniform Commercial Code:

"Accounts Transmittal" a form supplied by Purchaser from time to time wherein Seller lists such of its Accounts as it requests that Purchaser purchase under the terms of this Agreement.

"Avoidance Claim" – any claim that any payment received by Purchaser from or for the account of an Account Debtor is avoidable under the Bankruptcy Code or any other debtor relief statute.

"Chosen State:" Louisiana

"Closed" – a Purchased Account is closed upon the first to occur of (i) receipt of full payment by Purchaser or (ii) the unpaid Face Amount has been charged to the Reserve Account by Purchaser pursuant to the terms hereof.

"Collateral" – all now owned and hereafter acquired personal property and fixtures and proceeds thereof, (including proceeds of proceeds) including without limitation Accounts, including health-care insurance receivables, Chattel Paper, Inventory, Equipment, Instruments, including Promissory Notes, Investment Property; Documents; and General Intangibles.

"Clearance Days" - (a) One (1) business days for payments by checks drawn on drawees located in Louisiana or for all electronic funds transfers, and (b) Two (2) business days for payments if drawee is located outside Louisiana

"Eligible Account" - an Account which is acceptable for purchase as determined by Purchaser in the exercise of its reasonable sole credit or business judgment.

"Events of Default" - See Section 13.1.

"Face Amount" – the face amount due on an account at the time of Purchase.

"Invoice" – the document that evidences or is intended to evidence an Account. Where the context so requires, reference to an Invoice shall be deemed to refer to the account to which it relates.

"Misdirected Payment Fee" - fifteen percent (15%) of the amount of any payment on account of a Purchased Account which has been received by Seller and not delivered in kind to Purchaser on the next business day following the date of receipt by Seller.

"Notation" - "This account has been assigned and is payable directly to SevenOaks Capital Associates, LLC, located at 7854 Anselmo Lane, Baton Rouge, LA 70810 to whom notice of any claim or dispute must be advised, either in writing or by telephone (225)-757-1919".

"Missing Notation Fee" – 15% of the Face Amount.

"Obligations" - all present and future obligations owing by Seller to Purchaser whether or not for the payment of money, whether or not evidenced by any note or other instrument, whether direct or indirect, absolute or contingent, due or to become due, joint or several, primary or secondary, liquidated or unliquidated, secured or unsecured, original or renewed or extended, whether arising before, during or after the commencement of any Bankruptcy Case in which Seller is a Debtor, including but not limited to any obligations arising pursuant to letters of credit or acceptance transactions or any other financial accommodations.

"Parties" - Seller and Purchaser.

"Purchase Date" – the date on which Purchaser has agreed to purchase an Account.

"Purchase Price" - - the Face Amount less, without duplication, discounts, returns, credits or allowances of any nature at any time issued, owing, granted or outstanding.

"Purchased Accounts" - Accounts purchased hereunder which have not been Repurchased.

"Repurchased" - an Account has been repurchased when Seller has paid to Purchaser the then unpaid Face Amount.

"Required Reserve Amount" - the Reserve Percentage multiplied by the unpaid balance of Purchased Accounts.

"Reserve Account" - a bookkeeping account on the books of the Purchaser representing an unpaid portion of the Purchase Price, maintained by Purchaser to ensure Seller's performance with the provisions hereof.

"Reserve Percentage" - Ten (10%) percent.

"Reserve Shortfall" - the amount by which the Reserve Account is less than the Required Reserve Amount.

"Seller's Account" - any demand deposit account maintained by Seller or represented by an employee of Seller to be maintained by Seller.

"Service Charge" - (a) One and Three-Tenths percent (1.3%) of the Face Amount of each Purchased Account, and (b) One-Half percent (.5%) of the Face Amount of each Purchased Account for every fifteen (15) day period (or portion thereof) after the Service Charge Date that any portion of the Purchased Account remains unpaid.

"Service Charge Date" - sixty (60) days from the creation date of a Purchased Account.

1. **"Accounts Transmittal"** – a form supplied by Purchaser from time to time wherein Seller lists such of its Accounts as it requests that Purchaser purchase under the terms of this agreement

2. **Sale; Purchase Price; Billing; Reserve**

2.1. **Assignment and Sale.**

2.1.1 Seller shall sell to Purchaser as absolute President, **with full recourse**, such of Seller's Accounts as are listed from time to time on Schedule of Accounts.

2.1.2 Each Schedule of Accounts shall be accompanied by such documentation supporting and evidencing the Account as Purchaser shall from time to time request.

2.1.3 Purchaser shall purchase from Seller such Accounts as Purchaser determines to be Eligible Accounts, so long as the unpaid balance of Purchased Accounts does not exceed, before and after such purchase, the Maximum Amount.

2.1.4 Purchaser shall pay the Purchase Price, less any amounts due to Purchaser from Seller, including, without limitation, any amounts due under Section 2.3.1 hereof, of any Purchased Account, to Seller's Account within two (2) business days of the Purchase Date, whereupon the Accounts shall be deemed purchased hereunder.

2.2. **Billing.** Purchaser may send a monthly statement to all Account Debtors itemizing their account activity during the preceding billing period. All Account Debtors will be instructed to make payments to Purchaser.

2.3. **Reserve Account.**

2.3.1. Seller shall pay to Purchaser on demand the amount of any Reserve Shortfall.

2.3.2 Purchaser shall pay to Seller upon Seller's request, any amount by which collected funds in the Reserve Account exceeds the Required Reserve Amount; provided, that Seller shall be entitled to make such demand not more than twice in any one (1) month.

2.3.3. Purchaser may charge the Reserve Account with any Obligation, including any amounts due from Seller to Purchaser hereunder.

2.3.4. Purchaser may pay any amounts due Seller hereunder by a credit to the Reserve Account;

2.3.5. Upon termination of this agreement Purchaser may retain the Reserve Account:

2.3.5.1. for ninety days thereafter to be applied to payment of any Obligations that were unknown to Purchaser at the time of termination, and

2.3.5.2. Unless and until Seller has executed and delivered to Purchaser a general release in the form of Exhibit A hereto.

3. **Authorization for Purchases.** Subject to the terms and conditions of this Agreement, Purchaser is authorized to purchase Accounts upon telephonic, facsimile or other instructions received from anyone purporting to be an officer, employee or representative of Seller.

4. **Fees and Expenses.** Seller shall pay to Purchaser:

4.1. **Service Charge.** The Service Charge on the date on which a Purchased Account is closed.

4.2 **Misdirected Payment Fee.** Any Misdirected Payment Fee immediately upon its accrual.

4.3 **Missing Notation Fee.** The Missing Notation Fee on any Invoice that is sent by Seller to an Account Debtor which does not contain the notice as required by Section 10.3 hereof.

4.4 **Out-of-pocket Expenses.** The out-of-pocket expenses directly incurred by Purchaser in the administration of this Agreement such as wire transfer fees, postage and audit fees.

5. **Repurchase of Accounts.** Purchaser may require that Seller repurchase, by payment of the unpaid Face Amount thereof, together with any unpaid fees relating to the Purchased Account on demand, or, at Purchaser's option, by Purchaser's charge to the Reserve Account:

5.1. Any Purchased Account, the payment of which has been disputed by the Account Debtor obligated thereon, Purchaser being under no obligation to determine the bona fides of such dispute;

5.2. Any purchased account for with Seller has breached its warranty under Section 13 hereunder.

5.3 All Purchased Accounts upon the occurrence of an Event of Default, or upon the termination date of this Agreement; and

5.4 Any Purchased Account which remains unpaid beyond the Late Payment Date.

6. **Security Interest**

6.1 As collateral securing the Obligations, Seller grants to Purchaser a continuing first priority security interest in and to the Collateral.

6.2 Notwithstanding the creation of the above security interest, the relationship of the parties shall be that of Purchaser and Seller of accounts, and not that of lender and borrower.

7. **Authorization to Purchaser.**

7.1 Seller hereby irrevocably authorizes Purchaser, at Seller's expense, to exercise at any time any of the following powers until all of the Obligations have been paid in full: (a) receive, take, endorse, assign, deliver, accept and deposit, in the name of Purchaser or Seller, any and all cash, checks, commercial paper, drafts, remittances and other instruments and documents relating to the Collateral or the proceeds thereof, (b) take or bring, in the name of Purchaser or Seller, all steps, actions, suits or proceedings deemed by Purchaser necessary or desirable to effect collection of or other realization upon the accounts and other Collateral, (c) after an Event of Default, change the address for delivery of mail to Seller and to receive and open mail addressed to

Seller, (d) after an Event of Default, extend the time of payment of, compromise or settle for cash, credit, return of merchandise, and upon any terms or conditions, any and all accounts or other Collateral which includes a monetary obligation and discharge or release any account debtor or other obligor, including filing of any public record releasing any lien granted to Seller by such account debtor, without affecting any of the Obligations, (e) execute in the name of Seller and file against Seller in favor of Purchaser financing statements or amendments with respect to the Collateral, (f) pay any sums necessary to discharge any lien or encumbrance which is senior to Purchaser's security interest in the Collateral, which sums shall be included as Obligations hereunder, and in connection with which sums the Late Charge shall accrue and shall be due and payable, (g) file in the name of Seller or Purchaser or both, (1) mechanics lien or related notices or (2) claims under any payment bond, in connection with goods or services sold by Seller in connection with goods or services sold by Seller in connection with the improvement of realty, and (h) notify any Account Debtor obligated with respect to any Account, that the underlying Account has been assigned to Purchaser by Seller and that payment thereof is to be made to the order of and directly and solely to Purchaser, and (i) communicate directly with Seller's Account Debtors to verify the amount and validity of any Account created by Seller.

7.2 Seller hereby releases and exculpates Purchaser, its officers, employees and designees, from any liability arising from any acts under this Agreement or in furtherance thereof whether of omission or commission, and whether based upon any error of judgment or mistake of law or fact, except for willful misconduct. In no event will Purchaser have any liability to Seller for lost profits or other special or consequential damages. Without limiting the generality of the foregoing, Seller releases Purchaser from any claims which seller may nor or hereafter having arising out of Purchaser's endorsement and deposit of checks issued by Seller's customers stating that they were in full payment of an account for less than the full amount which may have been owed on the account.

7.3 Seller authorizes Purchaser to accept, indorse and deposit on behalf of Seller any checks tendered by an account debtor "in full payment" of its obligation to Seller. Seller shall not assert against Purchaser any claim arising there from, irrespective of whether such action by Purchaser effects an accord and satisfaction of Seller's claims, under §3-311 of the Uniform Commercial Code, or otherwise.

8. **ACH Authorization.** In order to satisfy any of the Obligations, Purchaser is hereby authorized by Seller to initiate electronic debit or credit entries through the ACH system to Seller's account or any other deposit account maintained by Seller wherever located.

9. **Covenants By Seller.**

9.1 After written notice by Purchaser to Seller, and automatically, without notice, after an Event of Default, Seller shall not, without the prior written consent of Purchaser in each instance, (a) grant any extension of time for payment of any of the

Accounts, (b) compromise or settle any of the Accounts for less than the full amount thereof, (c) release in whole or in part any Account Debtor, or (d) grant any credits, discounts, allowances, deductions, return authorizations or the like with respect to any of the Accounts.

9.2 From time to time as requested by Purchaser, at the sole expense of Seller, Purchaser or its designee shall have access, during reasonable business hours if prior to an Event of Default and at any time if on or after an Event of Default, to all premises where Collateral is located for the purposes of inspecting (and removing, if after the occurrence of an Event of Default) any of the Collateral, including Seller's books and records, and Seller shall permit Purchaser or its designee to make copies of such books and records or extracts there from as Purchaser may request. Without expense to Purchaser, Purchaser may use any of Seller's personnel, equipment, including computer equipment, programs, printed output and computer readable media, supplies and premises for the collection of accounts and realization on other Collateral as Purchaser, in its sole discretion, deems appropriate. Seller hereby irrevocably authorizes all accountants and third parties to disclose and deliver to Purchaser at Seller's expense all financial information, books and records, work papers, management reports and other information in their possession relating to Seller.

9.3 Before sending any Invoice to an Account Debtor, Seller shall mark same with a notice of assignment as may be required by Purchaser.

9.4 Seller shall pay when due all payroll and other taxes, and shall provide proof thereof to Purchaser in such form as Purchaser shall reasonably require.

9.5 Seller shall not create, incur, assume or permit to exist any lien upon or with respect to any Collateral now owned or hereafter acquired by Seller.

9.6 Seller shall maintain insurance on all insurable property owned or leased by Seller in the manner, to the extent and against at least such risks (in any event, including but not limited to fire and business interruption insurance) as usually maintained by Presidents of similar businesses and properties in similar geographic areas. All such insurance shall be in amounts and form and with insurance companies acceptable to Purchaser in its sole discretion. Seller shall furnish to Purchaser: (a) upon written request, any and all information concerning such insurance carried; (b) as requested by Purchaser, lender loss payable endorsements (or their equivalent) in favor of Purchaser. All policies of insurance shall provide for not less than thirty (30) day's prior written cancellation notice to Purchaser.

9.7. Notwithstanding that Seller has agreed to pay the Misdirected Payment Fee, Seller shall deliver in kind to Purchaser on the next banking day following the date of receipt by Seller of the amount of any payment on account of a Purchased Account.

9.8 **Avoidance Claims.**

9.8.1. Seller shall indemnify Purchaser from any loss arising out of the assertion of any Avoidance Claim and shall pay to Purchaser on demand the amount thereof.

9.8.2. Seller shall notify Purchaser within two business days of it becoming aware of the assertion of an Avoidance Claim.

9.8.3. This provision shall survive termination of this Agreement.

10. **Account Disputes.** Seller shall notify Purchaser promptly of and, if requested by Purchaser, will settle all disputes concerning any Purchased Account, at Seller's sole cost and expense. Purchaser may, but is not required to, attempt to settle, compromise, or litigate (collectively, "Resolve") the dispute upon such terms as Purchaser in its sole discretion deem advisable, for Seller's account and risk and at Seller's sole expense. Upon the occurrence of an Event of Default Purchaser may Resolve such issues with respect to any Account of Seller.

11. **Perfection of Security Interest.** Seller shall execute and deliver to Purchaser such documents and instruments, including, without limitation, Uniform Commercial Code financing statements, as Purchaser may request from time to time in order to evidence and perfect its security interest in any collateral securing the Obligations.

12. **Representations and Warranty.** Seller represents and warrants that:

12.1 it is fully authorized to enter into this Agreement and to perform hereunder;

12.2 this Agreement constitutes its legal, valid and binding obligation; and

12.3 Seller is solvent and in good standing in the State of its organization.

12.4 The Purchased Accounts are and will remain:

12.4.1. bona fide existing obligations created by the sale and delivery of goods or the rendition of services in the ordinary course of Seller's business;

12.4.2. unconditionally owed and will be paid to Purchaser without defenses, disputes, offsets, counterclaims, or rights of return or cancellation;

12.5 Seller has not received notice of actual or imminent bankruptcy, insolvency, or material impairment of the financial condition of any applicable account debtor regarding Purchased Accounts.

13. **Default.**

13.1 **Events of Default.** The following events will constitute an Event of Default hereunder: (a) Seller defaults in the payment of any Obligations, or in the performance of any provision hereof or of any other agreement now or hereafter entered into with Purchaser, or any warranty or representation contained herein proves to be false in any way, howsoever minor (b) Seller or any guarantor of the Obligations becomes subject to any debtor-relief proceedings, (c) any such guarantor fails to perform or observe any of such Guarantor's obligations to Purchaser or shall notify Purchaser of its intention to rescind, modify, terminate or revoke any guaranty of the Obligations, or any such guaranty shall cease to be in full force and effect for any reason whatever, (d) Purchaser for any reason, in good faith, deems itself insecure with respect to the prospect of repayment or performance of the Obligations.

13.2 Waiver of Notice. SELLER WAIVES ANY REQUIREMENT THAT PURCHASER INFORM SELLER BY AFFIRMATIVE ACT OR OTHERWISE OF ANY ACCELERATION OF SELLER'S OBLIGATIONS HEREUNDER. FURTHER, PURCHASER'S FAILURE TO CHARGE OR ACCRUE INTEREST OR FEES AT ANY "DEFAULT" OR "PAST DUE" RATE SHALL NOT BE DEEMED A WAIVER BY PURCHASER OF ITS CLAIM THERETO.

13.3. **Effect of Default.**

13.3.1. Upon the occurrence of any Event of Default, in addition to any rights Purchaser has under this Agreement or applicable law, Purchaser may immediately terminate this Agreement, at which time all Obligations shall become immediately become due and payable without notice.

13.3.2 The Late Charge shall accrue and is payable on demand on any Obligation not paid when due.

14. **Account Stated.** Purchaser shall render to Seller a statement setting forth the transactions arising hereunder. Each statement shall be considered correct and binding upon Seller as an account stated, except to the extent that Purchaser receives, within sixty (60) days after the mailing of such statement, written notice from Seller of any specific exceptions by Seller to that Statement, written notice from Seller of any specific exceptions by Seller to that Statement, and then it shall be binding against seller as to any items to which it has not objected.

15. **Waiver.** No failure to exercise and no delay in exercising any right, power, or remedy hereunder shall impair any right, power, or remedy which Purchaser may have, nor shall any such delay be construed to be a waiver of any of such rights, powers, or remedies, or any acquiescence in any breach or default hereunder; nor shall any waiver by Purchaser of any breach or default by Seller hereunder be deemed a waiver of any default or breach subsequently occurring. All rights and remedies granted to purchaser herein shall remain in full force and effect notwithstanding any single or

partial exercise of, or any discontinuance of action begun to enforce, any such right or remedy. The rights and remedies specified herein are cumulative and not exclusive of each other or of any rights or remedies that Purchaser would otherwise have. Any waiver permit, consent or approval by Purchaser of any breach or default hereunder must be in writing and shall be effective only to the extent set forth in such writing and only as to that specific instance.

16. Termination; Effective Date.

16.1. This Agreement will be effective when accepted by Purchaser and will continue in full force and effect unless Seller or Purchaser shall give the other party at least sixty (60) days prior written notice of its intention to terminate. Upon termination Seller shall pay the Obligations to Purchaser, and Purchaser shall not purchase any Accounts from Seller. Such termination shall not affect the rights of the parties in connection with any Accounts purchased prior to such termination.

17. Amendment. Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated, nor may any consent to the departure from the terms hereof be given, orally (even if supported by new consideration), but only by an instrument in writing signed by all parties to this Agreement. Any waiver or consent so given shall be effective only in the specific instance and for the specific purpose for which given.

18. No Lien Termination Without Release. In recognition of the Purchaser's right to have its attorneys' fees and other expenses incurred in connection with this Agreement secured by the Collateral, notwithstanding payment in full of all Obligations by Seller, Purchaser shall not be required to record any terminations or satisfactions of any of Purchaser's liens on the Collateral unless and until Seller has executed and delivered to Purchaser a general release in the form provided by seller. **Seller understanding that this provision constitutes a waiver of its rights under §§9-509(d)(2) and 9-513 of the UCC.**

19. Conflict. Unless otherwise expressly stated in any other agreement between Purchaser and Seller, if a conflict exists between the provisions of this Agreement and the provisions of such other agreement, the provisions of this Agreement shall control.

20. Survival. All representations, warranties and agreements herein contained shall be effective so long as any portion of this Agreement remains executory.

21. Severability. In the event any one or more of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable in any respect, then such provision shall be ineffective only to the extent of such prohibition or invalidity, and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

22. **Enforcement.** This Agreement and all agreements relating to the subject matter hereof is the product of negotiation and preparation by and among each party and its respective attorneys, and shall be construed accordingly. The parties waive the provisions of California Civil Code §1654.

23. **Relationship of Parties.** The relationship of the parties hereto shall be that of Seller and Purchaser of Accounts and Purchaser shall not be a fiduciary of the Seller, although Seller may be a fiduciary of the Purchaser.

24. **Attorneys Fees.** Seller agrees to reimburse Purchaser on demand for:

24.1 the actual amount of all costs and expenses, including attorneys' fees, which Purchaser has incurred or may incur in:

24.1.1. negotiating, preparing, or administering this Agreement and any documents prepared in connection herewith, all of which shall be paid contemporaneously with the execution hereof;

24.1.2. any way arising out of this agreement;

24.1.3. protecting, preserving or enforcing any lien, security interest or other right granted by Seller to Purchaser or arising under applicable law, whether or not suit is brought, including but not limited to the defense of any Avoidance Claims;

24.2 the actual costs, including photocopying (which, if performed by Purchaser's employees, shall be at the rate of \$.10/page), travel, and attorneys' fees and expenses incurred in complying with any subpoena or other legal process attendant to any litigation in which Seller is a party;

24.3 either (the choice of which shall be in the sole discretion of Purchaser):

24.3.1 The actual amount of all costs and expenses, including attorneys' fees, which Purchaser may incur in enforcing this Agreement and any documents prepared in connection herewith, or in connection with any federal or state insolvency proceeding commenced by or against Seller, including those (i) arising out the automatic stay, (ii) seeking dismissal or conversion of the bankruptcy proceeding or (iii) opposing confirmation of Seller's plan thereunder.

24.3.2 (20%) percent of the amount of the claim of Purchaser against Seller, which Seller agrees shall constitute a reasonable substitute for such actual fees and expenses.

Any such costs and expenses incurred after the execution hereof shall become part of the Obligations when incurred and may be added to the outstanding principal amount due hereunder.

25. **Entire Agreement.** This Agreement supersedes all other agreements and understandings between the parties hereto, verbal or written, express or implied, relating to the subject matter hereof. No promises of any kind have been made by purchaser or any third party to induce Seller to execute this Agreement. No course of dealing, course of performance or trade usage, and no parole evidence of any nature, shall be used to supplement or modify any terms of this Agreement.

26. **Choice of Law.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Louisiana.

27. **Jury Trial Waiver.** IN RECOGNITION OF THE HIGHER COSTS AND DELAY WHICH MAY RESULT FROM A JURY TRIAL, THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING HEREUNDER, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

28. **Venue; Jurisdiction.** The parties agree that any suit, action or proceeding arising out of the subject matter hereof, or the interpretation, performance or breach of this Agreement, shall, if Purchaser so elects, be instituted in the United States District Court for the Middle District of Louisiana or any court of the State of Louisiana located in 19th Judicial District, Parish of East Baton Rouge (the "Acceptable Forums"). Each party agrees that the Acceptable Forums are convenient to it, and each party irrevocably submits to the jurisdiction of the Acceptable Forums, irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, and waives any and all objections to jurisdiction or venue that it may have under the laws of the State of Louisiana or otherwise in those courts in any such suit, action or proceeding. Should such proceeding be initiated in any other forum, Seller waives any right to oppose any motion or application made by Purchaser as a consequence of such proceeding having been commenced in a forum other than an Acceptable Forum.

29. Notice.

29.1 All notices required to be given to any party other than Purchaser shall be deemed given upon the first to occur of:

(i) deposit thereof in a receptacle under the control of the United States Postal Service;

(ii) transmittal by electronic means to a receiver under the control of such party; or

(iii) actual receipt by such party or an employee or agent of such party.

29.2 All notices required to be given to Purchaser hereunder shall be deemed given upon actual receipt by a responsible officer of Purchaser.

29.3 For the purposes hereof, notices hereunder shall be sent to the following addresses, or to such other addresses as each such party may in writing hereafter indicate:

Seller

ADDRESS: 121 Brookhollow Esplanade Jefferson LA 70123
OFFICER(S): Brian A. Bennett, Manager/Member
FAX NUMBER: 504-324-8693

Purchaser


ADDRESS: 7854 Anselmo Lane
Baton Rouge, LA 70810
OFFICER: Jeffry E. Foil, President
FAX NUMBER: (225)-757-1916

30. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all signatures were upon the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement, and any party delivering such an executed counterpart of the signature page to this Agreement by facsimile to any other party shall thereafter also promptly deliver a manually executed counterpart of this Agreement to such other party, provided that the failure to deliver such manually executed counterpart shall not affect the validity, enforceability, or binding effect of this Agreement.

WITNESS WHEREOF, the Parties have executed this agreement on the day and year first above written.

Seller:

MABB Productions, L.L.C.

By: 
Brian A. Bennett
Manager/Member

Purchaser:

SevenOaks Capital Associates, LLC

By: _____
Jeffry E. Foil
President

GUARANTY

The undersigned hereby personally, absolutely and unconditionally guarantees the payment and performance of MABB Productions, L.L.C. ("Seller's") representations, warranties and covenants under the Factoring Agreement dated February 27, 2017 and agrees to pay to SevenOaks Capital Associates, LLC ("Purchaser") upon demand all losses, damages and expenses of Purchaser resulting from and/or incurred in connection with the breach thereof. The undersigned shall be primarily liable for such obligations and Purchaser may invoke the benefits of this guaranty without pursuing any remedies against Seller and without proceeding against any collateral for such obligation. Purchaser shall not be required to join Seller in any action against the undersigned with respect to this guaranty or bring this action against Seller.

Signed jointly and severally as individual guarantors: (All Presidents, Partners or Shareholders) on February 27, 2017.



Brian A. Bennett, Personally

ACKNOWLEDGEMENT AND REPRESENTATION

THIS ACKNOWLEDGEMENT AND REPRESENTATION ("Acknowledgement") is made and executed as of February 27, 2017, by MABB Productions, L.L.C. ("Seller"), for the purpose of inducing SevenOaks Capital Associates, LLC ("Purchaser"), to enter into one or more Factoring Agreements (whether now or hereafter existing) wherein SELLER agrees to transfer, sell and factor certain accounts to Purchaser.

SELLER agrees that even though Purchaser and SELLER shall use their best efforts to notify all customers/account debtors of SELLER to forward to Purchaser's mailing address all checks and payments issued in payment of accounts purchased by Purchaser, some of such checks and payments may be sent directly to SELLER notwithstanding the fact that such checks and payments are the sole and exclusive property of Purchaser as a result of the accounts having been sold to Purchaser. In such circumstance SELLER promises not to negotiate said payment, check or other form of payment, but to hold it in trust and safekeeping for the benefit of Purchaser and to deliver such check or payment to Purchaser in the exact form received by SELLER. That is, SELLER, agrees to turn over to Purchaser immediately in kind any such payment, check or other form of payment which is received by SELLER from SELLER'S customer as payment, in whole or in part, for any account purchased by Purchaser.

In the event SELLER receives a check or other form of payment owing to Purchaser, but some portion of said check or payment is owing to SELLER, SELLER shall immediately turnover said check or payment to Purchaser and Purchaser will remit to SELLER within twenty-four (24) hours SELLER'S portion thereof.

The individual(s) signing below as "Principal" is executing this Acknowledgement for the purpose of inducing Purchaser to purchase SELLER'S accounts and for the additional purpose of evidencing his/their joint and several liability for any breach by SELLER of this Acknowledgement.

This Acknowledgement shall remain in full force and effect and may not be rescinded for so long as any one or more accounts purchased by Purchaser shall remain unpaid.

Seller:
MABB Productions, L.L.C.

By:
Brian A. Bennett

Title: Manager/Member

PERSONAL ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned notary public and the undersigned competent witnesses, personally came and appeared the undersigned person, to me known to be the person described in and who executed the foregoing instrument entitled "FACTORING AGREEMENT," who declared and acknowledged to me that appearer so executed the foregoing instrument as appearer's own free act and deed for the uses, considerations and purposes therein expressed.

Thus done and signed at _____,

this _____ day of _____, 2017.

WITNESSES:

Brian A. Bennett

Notary Public

“Helpful Hints”

It is important that you understand and adhere to these simple guidelines when factoring your accounts receivable with SevenOaks Capital Associates, LLC (“SevenOaks”):

1. Each invoice that is offered for sale to SevenOaks should be itemized. These items include, lump sum fees, detention fees, tarps, tolls, pallet fees, advances etc. You should list each of your charges as separate line items with an explanation of these charges, if necessary.
2. We must have the bill of lading and signed proof of delivery. If the debtor will pay the invoice from a scanned/mailed or faxed copy of these documents, then SevenOaks will fund off of that copy. If the debtor requires the original signed BOL to pay the invoice, then SevenOaks will require it as well to fund. Please verify with debtor at time of accepting the load, whether or not they require the original BOL to pay off of.
3. If you have taken a cash advance off of the load, this dollar amount, along with any advance fees that may apply, must be listed as a line item on your invoice.
4. You cannot, under any circumstances, take additional advances after the invoice has been submitted to SevenOaks for purchase.
5. As a SevenOaks customer, you must note any damages, claims, refusals, disputes, or any circumstances that may result in the shipper or broker paying less than the amount indicated on the invoice you submit to SevenOaks for purchase.
6. As a SevenOaks customer, you cannot deposit payment checks that belong to SevenOaks. If you receive a payment on an invoice that had been purchased by SevenOaks, you must immediately notify us. A SevenOaks representative will instruct you on how to forward the payment to SevenOaks.

Any questions regarding these procedures should be directed to Terri Crifasi, Vice President of Operations.

I / we agree to the above policies/procedures.

Signature: _____ (Client)
Date: _____

Signature: _____ (Client)
Date: _____

TERMS YOU SHOULD KNOW

Invoice	The bill that you send to SevenOaks for purchase.
Schedule	The batch of invoices entered at the same time. A schedule may consist of several invoices to different debtors, or just one invoice.
Transactions	Any type of payment, chargeback, or reserve entry is called a transaction.
Earned Reserve	Balance that is owed to you as a result of rebates on closed invoices or non-factored cash.
Debtor	Your customer from whom SevenOaks will receive payments.
ACH	Electronic payment to your checking account which is available the next business day.

Instructions for Notification Letters

- These are your notification letters. There is 1 Notification letter and 1 assignment letter. The purpose of this letter is to notify your clients you are factoring your invoices with SevenOaks Capital. Please sign both letters.
- Please sign only where indicated.
- **DO NOT fill in the Tax I.D. space, this is for your clients.**

**MABB Productions, L.L.C.
121 Brookhollow Esplanade
Jefferson, LA70123**

February 27, 2017

TO WHOM IT MAY CONCERN:

Re: Assignment of Accounts Receivable

Ladies and Gentlemen:

This letter will confirm that the undersigned has assigned its present and future accounts receivable to SevenOaks Capital Associates, LLC (the "Lender"), to whom all payments must be made, and shall constitute "reasonable proof that the assignment has been made" as that term is used in Section 9-318(4) of the Uniform Commercial Code.

You are irrevocably authorized and requested to rely on a photocopy or fax copy of this letter. This letter supersedes any prior contrary communication which you may have received concerning the above, and may only be rescinded by the Lender in writing.

Very truly yours,

MABB Productions, L.L.C.



By: Brian A. Bennett
Title: Manager/Member

Re: MABB Productions, L.L.C.

Ladies and Gentlemen:

We are pleased to advise that, to enable MABB Productions, L.L.C. to better service its customers, we have contracted with MABB Productions, L.L.C. to purchase their accounts receivable.

Under the agreement between SevenOaks Capital Associates, LLC and MABB Productions, L.L.C., MABB Productions, L.L.C. has assigned its present and future accounts to us. Accordingly, to the extent that you are now or may in the future become indebted to MABB Productions, L.L.C. on an account or general intangible, payment thereof is to be made to us and not to MABB Productions, L.L.C. or any other entity. Payment in any other way will not discharge this obligation.

To facilitate this process, please mail your payments to us at the following address:

PAYMENTS VIA MAIL

SevenOaks Capital Associates, LLC
Department 470
P. O. Box 4869
Houston, TX 77210-4869

ELECTRONIC PAYMENTS

SevenOaks Capital Associates, LLC
Account #2080067928
Capital One National Bank ABA #065000090
Remittance advice to: terri@sevenoakscapital.com

To assist us in applying payments please fax a copy of this letter to (225) 757-1916 or email it to us at operations@sevenoakscapital.com indicating your Federal Tax I.D. Number in this space: _____ . This letter may only be revoked by a writing signed by one of our officers and acknowledged before a notary public.

We are enthusiastic about MABB Productions, L.L.C. business prospects and are delighted to work with them to better serve you. Please call me at (225) 757-1919 should you have any questions. Thank you.

Very truly yours,

SEVENOAKS CAPITAL ASSOCIATES, LLC

By: Jeffrey E. Foil
Title: President

AUTHORIZED

MABB Productions, L.L.C.

By: Brian A. Bennett
Title: Manager/Member
Date: February 27, 2017