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July 28, 2017

John Joslyn
President

Time ic men men Holdings LLC
2134 Parkway
Pigeon Forge, TN

Dear John:

## 1. Scope of Engagement

This letter agreement ("Agreement") confirms the terms upon which set of the provided of the p

## 2. Services.

In connection with this Engagement, Oberon will provide Client on a "best reasonable efforts basis" with financial advice and assistance in connection with one or a series of potential Transactions which may include identifying and / or contacting potential sources of financing and / or buyers; performing financial analyses; coordinating visits of potential sources of financing and / or buyers; assisting the Client as requested in evaluating Transaction proposals; and assisting the Client and its counsel as requested in finalizing any Transaction. This Agreement is not a commitment, express or implied, on the part of Oberon to purchase or place any securities of the Client and it is acknowledged that the placement of any securities of the Client by Oberon will be made on a "best reasonable efforts" basis. Oberon's obligations under this Agreement are subject to (i) satisfactory completion of such investigation and inquiry as are customary for private placements, (ii) market demand and (iii) in our determination, the absence of any material adverse change in the financial markets or in the financial condition, operations or prospects of the Client. The Company and Oberon hereby acknowledge that the Client shall have complete control over whether or not to enter into any Transaction.

3. Company Responsibilities, Representations and Warranties.

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