

Execution Version**CREDIT AGREEMENT****DATED AS OF JANUARY 8, 2015****BY AND BETWEEN****[REDACTED] G ROOTS, INC., AS BORROWER,****AND****[REDACTED] A FUNDING, LP,****AS LENDER**

This CREDIT AGREEMENT (this "Agreement"), dated as of January 14, 2016 (the "Effective Date"), is executed by and between [REDACTED] G ROOTS, INC., a Delaware corporation (sometimes hereinafter referred to as the "Borrower"), and [REDACTED] A FUNDING, LP ("Lender").

WHEREAS, Borrower has requested that Lender extend a revolving credit facility to Borrower of up to Five Hundred Thousand and No/100 Dollars (\$500,000.00) for working capital financing for Borrower and for any other purposes permitted hereunder; and for these purposes, Lender is willing to make certain loans and extensions of credit to Borrower of up to such amount and upon the terms and conditions set forth herein; and

WHEREAS, Borrower has agreed to secure all of its obligations under the Loan Documents by granting to Lender a first priority security interest in and lien upon all of its existing and after-acquired personal and real property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. DEFINITIONS.

1.1 Defined Terms. For the purposes of this Agreement, the following capitalized words and phrases shall have the meanings set forth below.

"Account" shall mean, individually, and "Accounts" shall mean, collectively, any and all accounts (as such term is defined in the UCC) of Borrower.

"Affiliate" (a) of Lender shall mean: (i) any entity which, directly or indirectly, controls or is controlled by or is under common control with Lender; and (ii) any entity administered or managed by Lender, or an Affiliate or investment advisor thereof and which is engaged in making,