

**UNITED STATE
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): **March 22, 2016**

THE PULSE BEVERAGE CORPORATION

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

000-53586
(Commission File No.)

36-4691531
(IRS Employer
Identification No.)

11678 N Huron Street
Northglenn, CO 80234
(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: (720) 382-5476

N/A
(Former name or former address if changed since last report)

Check appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below)

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

SECTION 1 – REGISTRANT’S BUSINESS AND OPERATIONS

Item 1.01 Entry into a Material Definitive Agreement

On November 6, 2015, The Pulse Beverage Corporation (the “Company”), and its wholly-owned subsidiary, Natural Cabana SA de CV as Guarantor, and TCA Global Credit Master Fund, LP (the “Lender”) entered into a Senior Secured Revolving Credit Facility Agreement and Senior Revolving Convertible Promissory Note effective November 6, 2015 (the “Credit Facility”). Under the terms of the Credit Facility, the Lender has committed to lend a total of \$3,500,000 to the Company. Any drawdown of this Credit Facility bears interest at a rate of twelve percent (12%) per annum and matures twelve months following the date of each loan. The Company received the initial tranche of \$650,000 on November 6, 2015 and received the second tranche of \$250,000 on December 23, 2015. The Credit Facility is secured by a senior secured interest in all of the Company's assets. In connection with the Credit Facility, the Company also issued 3,000,000 shares of restricted common stock to the Lender. The Company has the right to purchase these shares by paying \$150,000 to the Lender on or before May 6, 2016.

On March 22, 2016, the Company entered into Amendment No. 1 to Senior Secured Revolving Credit Facility Agreement whereby the Company was approved for an additional \$1,000,000 loan under the Credit Facility having the same terms as the initial \$900,000 loan. The Amended and Restated Senior Secured Revolving Convertible Promissory Note matures November 6, 2016 unless extended by the Lender. The Company received \$455,860, net of \$44,140 of closing costs, on March 22, 2016 and will receive a further \$250,000 once the Company collects an account receivable from its Mexico distributor. A further \$250,000 will be received once the Company has met certain other performance criteria. In connection with this additional loan, the Company agreed to issue 10,558,069 shares of its restricted common stock to the Lender as an Advisory Fee. Notwithstanding the above, the Lender is restricted from receiving these shares to the extent that, after giving effect to the receipt of the shares, the Lender would beneficially own more than 4.99% of the Company’s common stock. Any shares not issued as a result of this limitation will be issued at a later date, and from time to time, when the issuance of these will not result in the Lender beneficially owning more than 4.99% of the Company’s common stock. The Company has the right to purchase these shares by paying \$350,000 to the Lender on or before September 22, 2016.

The Lender has the right, in the Event of Default, to convert any outstanding amounts under the Note into restricted shares of the Company’s common stock based on 85% of the weighted value average price of the Company’s common shares over the prior 5 trading days prior to conversion. However, the Lender may not convert any portion of the Note to the extent that after giving effect to the shares which would be received on conversion, the Lender would beneficially own more than 4.99% of the Company’s common stock.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

See discussion in Item 1.01.

Item 9.01 Financial Statements and Exhibits

[10.12](#) [Amendment No. 1 to Senior Secured Revolving Credit Facility Agreement, dated as of March 22, 2016, by and among the Company and the Lender.](#)

[10.13](#) [Amended and Restated Senior Secured Revolving Convertible Promissory Note, issued by the Company to the Lender, issued as of March 22, 2016.](#)

[99.1](#) [Press Release.](#)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: March 28, 2016

THE PULSE BEVERAGE CORPORATION

By: /s/ Robert E. Yates
Robert E. Yates, Chief Executive Officer

AMENDMENT NO. 1
TO
SENIOR SECURED REVOLVING CREDIT FACILITY AGREEMENT
IN THE AMOUNT OF US\$3,500,000
BY AND AMONG
THE PULSE BEVERAGE CORPORATION,
as Borrower,
AND
TCA GLOBAL CREDIT MASTER FUND, LP,
as Lender

March [●], 2016

**AMENDMENT NO. 1 TO
SENIOR SECURED REVOLVING CREDIT FACILITY AGREEMENT**

THIS AMENDMENT NO. 1 TO SENIOR SECURED REVOLVING CREDIT FACILITY AGREEMENT (this “Amendment”) is dated and effective as of March [●], 2016 (the “Effective Date”), by and among (i) **THE PULSE BEVERAGE CORPORATION**, a corporation incorporated under the laws of the State of Nevada (the “Borrower”), (ii) any Person to hereafter become a Subsidiary of the Borrower pursuant to Section 10.18 of the Credit Agreement, and any Person that from time to time may hereafter become liable for the Obligations, or any part thereof, as joint and several guarantors (together, jointly and severally, the “Guarantors” and together with the Borrower, the “Credit Parties”) and (iii) **TCA GLOBAL CREDIT MASTER FUND, LP**, a limited partnership organized and existing under the laws of the Cayman Islands, as lender (the “Lender”).

WITNESSETH

WHEREAS, the Borrower and Lender have entered into that certain Senior Secured Revolving Credit Facility Agreement, dated as of July 31, 2015 and made effective as of November 6, 2015 (the “Credit Agreement”), pursuant to which the Lender agreed to make available to the Borrower a secured revolving loan in the amount of up to Three Million Five Hundred Thousand United States Dollars (US\$3,500,000), subject to the terms and conditions therein contained, and of this amount, the Lender made an initial principal advance of Nine Hundred Thousand and No/100 United States Dollars (US\$900,000) to the Borrower;

WHEREAS, as of the date hereof, a total aggregate principal amount of Nine Hundred Thousand and No/100 United States Dollars (US\$900,000) of principal plus applicable interest and fees are outstanding;

WHEREAS, in connection with this Amendment, the Borrower has requested and the Lender has agreed to advance an additional principal amount of One Million and No/100 United States Dollars (US\$1,000,000) to the Borrower for working capital financing for Borrower and for any other purposes permitted under the Credit Agreement, as amended hereby, and of such additional principal amount, Five Hundred Thousand and No/100 United States Dollars (US\$500,000) shall be reserved by the Lender until such time as Lender shall determine in its sole and absolute discretion;

WHEREAS, the parties to this Amendment desire to amend the Credit Agreement (as amended hereby, the “Amended Credit Agreement”), as set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein shall have the meanings assigned to such terms in the Credit Agreement.
2. Amendment of the Credit Agreement. Subject to the terms and conditions of this Amendment, the Credit Agreement is hereby amended and supplemented as follows:

(a) all references to the “Senior Secured Revolving Credit Facility Agreement” or the “Agreement” contained in the Credit Agreement shall be deemed to refer to the Credit Agreement as further amended hereby;

(b) all reference to “Loan Documents” contained in the Credit Agreement shall be deemed to include, without limitation, the Amended and Restated Promissory Note (as defined herein);

(c) The definition of “Revolving Loan Commitment” shall be deleted in its entirety and shall be replaced with the following:

“ **Revolving Loan Commitment** ” shall mean One Million Nine Hundred Thousand and No/100 United States Dollars (US\$1,900,000), and in the event Borrower requests and Lender agrees to increase the Revolving Loan Commitment pursuant to Section 2.1(b), such aggregate additional amount up to Three Million Five Hundred Thousand and No/100 United States Dollars (US\$3,500,000).

3. Issuance of Amended and Restated Promissory Note. Subject to the terms and conditions of this Amendment, the Borrower shall and does hereby agree to issue to the Lender, simultaneously with the execution of this Amendment, an original amended and restated senior secured revolving convertible promissory note in the principal amount of One Million Nine Hundred Thousand and No/100 United States Dollars (US\$1,900,000), dated as of the Effective Date, in the form attached hereto as Exhibit A (the “ **Amended and Restated Promissory Note** ”). The Lender shall advance Five Hundred Thousand and No/100 United States Dollars (US\$500,000) to the Borrower on the closing date contemplated in connection herewith and the Lender shall reserve Five Hundred Thousand and No/100 United States Dollars (US\$500,000) until such later time as Lender shall determine in its sole and absolute discretion.

4. Cancellation of Existing Promissory Note. By the Credit Parties’ execution and delivery to the Lender of the Amended and Restated Promissory Note, that certain Senior Secured Revolving Convertible Promissory Note originally issued by the Borrower in favor of the Lender, dated as of July 31, 2015 and made effective as of November 6, 2015, in the original principal amount of Nine Hundred Thousand and No/100 United States Dollars (US\$900,000) shall be hereby immediately and irrevocably cancelled without further action on the part of the Lender or the Borrower. It is the intention of the parties that while the Amended and Restated Promissory Note amends, restates, replaces and supersedes the existing promissory note, in its entirety, the issuance of the Amended and Restated Promissory Note is not in payment or satisfaction of the existing promissory note, but rather is the substitute of one evidence of debt for another without any intent to extinguish the existing debt.

5. Representations and Warranties of the Credit Parties. The Credit Parties represent and warrant to the Lender that immediately after giving effect to this Amendment, the representations and warranties of the Credit Parties set forth in the Credit Agreement, as amended hereby, are true and correct in all material respects and no Default or Event of Default shall have occurred and be continuing.

6. Security Interest Confirmation. The Credit Parties each hereby represent, warrant and covenant that (i) the Lender’s security interests in all of the “Collateral” (as such

term is defined in each Security Agreement executed by each of the Credit Parties in connection with the Credit Agreement) are and remain valid, perfected, security interests in such Collateral, (ii) the additional principal amount advanced by the Lender in connection with this Amendment and any and all additional obligations incurred by the Credit Parties in connection therewith constitute Obligations (as defined in the Credit Agreement) and such additional principal amount and additional obligations are each secured by Lender's security interests in all of the Collateral, and (iii) the Credit Parties have not granted any other encumbrances or security interests of any nature or kind in favor of any other Person affecting any of such Collateral, other than Permitted Liens.

7. Ratification. The Credit Parties hereby acknowledge, represent, warrant and confirm to Lender that: (i) each of the Loan Documents executed by the Credit Parties are valid and binding obligations of the Credit Parties, enforceable thereagainst in accordance with their respective terms; (ii) all obligations of the Credit Parties under all the Loan Documents are, shall be and continue to be secured by and under the Security Agreements, the Guaranty Agreements, the UCC Financing Statements, and all other Loan Documents; (iii) there are no defenses, setoffs, counterclaims, cross-actions or equities in favor of the Credit Parties to or against the enforcement of any of the Loan Documents, and to the extent the Credit Parties have any defenses, setoffs, counterclaims, cross-actions or equities against the Lender and/or against the enforceability of any of the Loan Documents, the Credit Parties acknowledge and agree that same are hereby fully and unconditionally waived by the Credit Parties; and (iv) no oral representations, statements, or inducements have been made by Lender or any agents or representatives of the Lender with respect to any of the Loan Documents.

8. No Defaults. Each Credit Party hereby represents and warrants that as of the date hereof there exists no Event of Default or any condition which, with the giving of notice or passage of time, or both, would constitute an Event of Default. The Lender hereby acknowledges and agrees that, to its knowledge, as of the date hereof there exists no Event of Default.

9. Covenants. Each Credit Party hereby reaffirms that it has duly performed and observed the covenants and undertakings set forth in the Credit Agreement and each Loan Document, and covenants and undertakes to continue to duly perform and observe such covenants and undertakings, as amended hereby, so long as the Credit Agreement, as amended hereby, shall remain in effect.

10. No Other Amendment. All other terms and conditions of the Credit Agreement shall remain in full force and effect and the Credit Agreement shall be read and construed as if the terms of this Amendment were included therein by way of addition or substitution, as the case may be.

11. Second Tranche Advisory Fee Shares.

(a) The Borrower hereby agrees to pay to the Lender, on the date hereof, a fee for advisory services provided by the Lender to the Borrower prior to the Effective Date by issuing to the Lender two hundred percent (200%) of that number of shares of the Borrower's Common Stock equal to a dollar amount of Three Hundred Fifty Thousand and No/100 United States Dollars (US\$350,000) (the "Second Tranche Advisory Fee"). It is agreed that the number of shares of Common Stock issuable to Lender under this section shall be [●] (the

“**Second Tranche Advisory Fee Shares**”). The Borrower shall issue certificates representing the Second Tranche Advisory Fee Shares immediately upon the Borrower’s execution of this Amendment. In the event such certificates representing the Second Tranche Advisory Fee Shares issuable hereunder shall not be delivered to the Lender within five (5) Business Days of the Effective Date, the Borrower shall be in immediate default under this Amendment, the Credit Agreement and the Loan Documents. The Second Tranche Advisory Fee Shares, when issued, shall be deemed to be validly issued, fully paid, and non-assessable shares of the Borrower’s Common Stock. The Second Tranche Advisory Fee Shares are and shall be deemed fully earned in connection with the advisory services provided by the Lender to the Borrower as of the date hereof.

(b) Adjustment to Second Tranche Advisory Fee Shares. It is the intention of the Borrower and Lender that the Lender shall generate net proceeds from the sale of the Second Tranche Advisory Fee Shares equal to the Second Tranche Advisory Fee. The Lender shall have the right (but not an obligation) to sell the Second Tranche Advisory Fee Shares in the Principal Trading Market or otherwise, at any time in accordance with applicable securities laws, subject to the limitation that its weekly sales of the Second Tranche Advisory Fee Shares shall not exceed twenty-five percent (25%) of the average weekly volume for the Borrower’s Common Stock. At any time the Lender may elect, the Lender may deliver to the Borrower a reconciliation statement showing the net proceeds actually received by the Lender from the sale of the Second Tranche Advisory Fee Shares (the “**Sale Reconciliation**”). If, as of the date of the delivery by Lender of the Sale Reconciliation, the Lender has not realized net proceeds from the sale of such Second Tranche Advisory Fee Shares equal to at least the Second Tranche Advisory Fee, as shown on the Sale Reconciliation, then the Borrower shall immediately take all required action necessary or required in order to cause the issuance of additional shares of Common Stock, in the Lender’s sole discretion, to the Lender in an amount sufficient such that, when sold and the net proceeds thereof are added to the net proceeds from the sale of any of the previously issued and sold Second Tranche Advisory Fee Shares, the Lender shall have received total net funds equal to the Second Tranche Advisory Fee. If additional shares of Common Stock are issued pursuant to the immediately preceding sentence, and after the sale of such additional issued shares of Common Stock, the Lender still has not received net proceeds equal to at least the Second Tranche Advisory Fee, then the Borrower shall again be required to immediately take all required action necessary or required in order to cause the issuance of additional shares of Common Stock, in the Lender’s sole discretion, to the Lender as contemplated above, and such additional issuances shall continue until the Lender has received net proceeds from the sale of such Common Stock equal to the Second Tranche Advisory Fee. In the event the Lender receives net proceeds from the sale of Second Tranche Advisory Fee Shares equal to the Second Tranche Advisory Fee, and the Lender still has Second Tranche Advisory Fee Shares remaining to be sold, the Lender shall return all such remaining Second Tranche Advisory Fee Shares to the Borrower. In the event additional Common Stock is required to be issued as outlined above, the Borrower shall instruct its Transfer Agent to issue certificates representing such additional shares of Common Stock to the Lender immediately subsequent to the Lender’s notification to the Borrower that additional shares of Common Stock are issuable hereunder, and the Borrower shall in any event cause its Transfer Agent to deliver such certificates to Lender within three (3) Business Days following the date Lender notifies the Borrower that additional shares of Common Stock are to be issued hereunder. In the event such certificates representing such additional shares of Common Stock issuable hereunder shall not be delivered to the Lender within said three (3) Business Day period, same shall be an immediate default under this Agreement and the Loan Documents. Notwithstanding anything contained in this Section to the

contrary, at the time at which the Second Tranche Advisory Fee Shares become unrestricted pursuant to applicable securities laws, the Borrower shall have the right, at any time during such period, to redeem any Second Tranche Advisory Fee Shares then in the Lender's possession for an amount payable by the Borrower to Lender in cash equal to the Second Tranche Advisory Fee, less any net cash proceeds received by the Lender from any previous sales of Second Tranche Advisory Fee Shares. Upon Lender's receipt of such cash payment in accordance with the immediately preceding sentence, the Lender shall return any then remaining Second Tranche Advisory Fee Shares in its possession back to the Borrower and otherwise undertake any required actions reasonably requested by Borrower to have such then remaining Second Tranche Advisory Fee Shares returned to Borrower. The Borrower's obligation to pay the Second Tranche Advisory Fee contemplated by this Section, whether in cash or thru the sale of Second Tranche Advisory Fee Shares, shall be an Obligation hereunder, secured by all Loan Documents, and failure by the Borrower to pay such Second Tranche Advisory Fee in full as required by Section shall be an immediate Event of Default hereunder and under the other Loan Documents.

(c) Mandatory Redemption. Notwithstanding anything contained herein to the contrary, in the event that the Lender has not realized net proceeds from the sale of Second Tranche Advisory Fee Shares equal to at least the Second Tranche Advisory Fee by the earlier to occur of: (A) the twelve (12) month anniversary of the Effective Date; (B) the occurrence of an Event of Default; or (C) the Revolving Loan Maturity Date, then at any time thereafter, the Lender shall have the right, upon written notice to the Borrower, to require the Borrower to redeem all Second Tranche Advisory Fee Shares then in Lender's possession for cash equal to the Second Tranche Advisory Fee, less any cash proceeds received by the Lender from any previous sales of Second Tranche Advisory Fee Shares, if any. In the event such redemption notice is given by the Lender, the Borrower shall redeem the then remaining Second Tranche Advisory Fee Shares in Lender's possession for an amount of Dollars equal to the Second Tranche Advisory Fee, less any cash proceeds received by the Lender from any previous sales of Second Tranche Advisory Fee Shares, if any, payable by wire transfer to an account designated by Lender within five (5) Business Days from the date the Lender delivers such redemption notice to the Borrower.

(d) Piggyback Registration Rights. In the event that the Borrower files a registration statement with respect to its Common Stock with the SEC (other than a registration statement on Form S-4 or S-8 or any successor form thereto) after the Effective Date but before the Lender sells the Second Tranche Advisory Fee Shares, the Second Tranche Advisory Fee Shares shall be registered pursuant to such registration statement.

12. Fees and Expenses. The Borrower agrees to pay to the Lender, upon the execution hereof, (i) a transaction advisory fee equal to Twenty Thousand United States Dollars (US\$20,000), (ii) a legal fee equal to Seven Thousand Five Hundred United States Dollars (US\$7,500), (iii) a due diligence fee equal to Five Thousand United States Dollars (US\$5,000), (iv) an asset monitoring fee equal to Two Thousand United States Dollars (\$2,000), and (v) all costs and expenses of the Lender and Lender's counsel in connection with the preparation and execution of this Amendment and the Fee Notes and the review of all other documentation in connection herewith and therewith, which such amount shall be offset against the Escrow Release Amount and paid on the Effective Date.

13. Conditions Precedent. The effectiveness of this Amendment and the obligation that the Lender to advance the additional principal amounts provided herein shall be expressly subject to the following conditions precedent:

(a) Amendment. Each Credit Party shall have executed and delivered to the Lender two original copies of this Amendment;

(b) Amended and Restated Promissory Note. Each Credit Party shall have executed and delivered to the Lender an original copy of the Amended and Restated Promissory Note in the principal amount of One Million Nine Hundred Thousand and No/100 United States Dollars (US\$1,900,000), dated as of the Effective Date;

(c) Use of Proceeds Confirmation. The Borrower shall have executed and delivered to the Lender an original copy of a Use of Proceeds Confirmation, including a copy of the Borrower's twelve (12) month financial projections attached as an exhibit thereto, dated as of the Effective Date, in the form attached hereto as Exhibit B.

(d) Closing Statement. The Borrower shall have executed and delivered to the Lender a closing statement in form and substance satisfactory to the Lender;

(e) Corporate Documents. The Lender shall have received such evidence as it may require as to the authority of the officers or attorneys-in-fact executing this Amendment and such other corporate documents it may request, including, but not limited to, approval of the board of directors of each of the Credit Parties, resolutions of the shareholders of each Credit Party, an officer's certificate of each Credit Party, each in form and substance satisfactory to the Lender in its sole discretion;

(f) Opinion of Counsel. The Lender shall have received a customary opinion of the Credit Parties', in form and substance satisfactory to the Lender in its sole discretion;

(g) Search Results. The Lender shall have received copies of UCC search reports, issued by the Secretary of State of the state of incorporation of each Credit Party, dated such a date as is reasonably acceptable to Lender, listing all effective financing statements which name the Credit Parties, under their present name and any previous names, as debtors, together with copies of such financing statements;

(h) Certificate of Good Standing. The Lender shall have received copies of certificates of good standing with respect to each Credit Party, issued by the Secretary of State of the state of incorporation of each Credit Party, dated such a date as is reasonably acceptable to Lender, evidencing the good standing thereof;

(i) Fees Paid. The Lender or its counsel shall have received payment in full of all fees and expenses due under this Amendment; and

(j) No Event of Default; Representations and Warranties. The Lender shall be satisfied, and shall have received a certificate signed by a duly authorized officer of each Credit Party, dated such a date as is reasonably acceptable to Lender, that (i) no Event of Default or event which, with the passage of time, giving of notice or both would become an Event of Default have occurred and be continuing; and (ii) the representations and warranties of the Borrower contained in the Credit Agreement, as amended and supplemented hereby, shall be true

on and as of the Effective Date (except to the extent such representation or warranty expressly relates to an earlier date).

14. Execution in Counterparts. This Amendment may be executed in one or more counterparts, all of which taken together shall be deemed and considered one and the same Amendment, and same shall become effective when counterparts have been signed by each party and each party has delivered its signed counterpart to the other party. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format file or other similar format file, such signature shall be deemed an original for all purposes and shall create a valid and binding obligation of the party executing same with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

15. Authority and Approval of Agreement; Binding Effect. The execution and delivery by the Credit Parties of this Amendment, and the documents executed and delivered in connection herewith, and the performance by Credit Parties of all of its obligations hereunder and thereunder, have been duly and validly authorized and approved by the Credit Parties and its boards of directors pursuant to all applicable laws, and other than the corporate action or resolutions delivered by the Credit Parties in connection with this Amendment, no other corporate action or consent on the part of the Credit Parties, its board of directors, stockholders or any other Person is necessary or required by the Credit Parties to execute this Amendment, and the documents executed and delivered in connection herewith and therewith, to consummate the transactions contemplated herein and therein, or perform all of the Credit Parties’ obligations hereunder and thereunder. This Amendment, and each of the documents executed and delivered in connection herewith and therewith, have been duly and validly executed by the Credit Parties (and the officer executing this Amendment and all such other documents is duly authorized to act and execute same on behalf of the Credit Parties) and constitute the valid and legally binding agreements of the Credit Parties, enforceable against the Credit Parties in accordance with their respective terms.

16. Indemnification. The Credit Parties hereby indemnifies and holds the Lender harmless from and against any and all claims payable by the Lender to any Person, including reasonable attorneys' and paralegals' fees and expenses, court costs, settlement amounts, costs of investigation and interest thereon from the time such amounts are due at the highest non-usurious rate of interest permitted by applicable law, through all negotiations, mediations, arbitrations, trial and appellate levels, as a result of, or arising out of, or relating to any matters relating to this Amendment, or any of the Loan Documents. The foregoing indemnification obligations shall survive the termination of any of the Loan Documents and repayment of the Revolving Note.

17. Release. As a material inducement for Lender to enter into this Amendment, the Credit Parties do hereby release, waive, discharge, covenants not to sue, acquits, satisfies and forever discharges the Lender and its respective successors and assigns, from any and all claims whatsoever in law or in equity which the Credit Parties ever had, now has, or which any successor or assign of the Credit Parties hereafter can, shall or may have against the Lender, for, upon or by reason of any matter, cause or thing whatsoever related to the this Amendment or any other Loan Documents, through the date hereof. The Credit Parties further expressly agree that the foregoing release and waiver is intended to be as broad and inclusive as permitted by the laws of the jurisdiction governing the Loan Documents. In addition to, and without limiting the generality of foregoing, the Credit Parties further covenant with and

warrant unto the Lender, that there exist no claims, counterclaims, defenses, objections, offsets or other claims against the Lender, or the obligation of the Credit Parties to comply with the terms and provisions of the Loan Documents. The foregoing release shall survive the termination of any of the Loan Documents and repayment of the Revolving Note.

18. Lender's Conduct. As of the date of this Amendment, the Credit Parties hereby acknowledge and admit that: (i) the Lender has acted in good faith and has fulfilled and fully performed all of its obligations under or in connection with any of the Loan Documents; and (ii) that there are no other promises, obligations, understandings or agreements with respect to the Loan Documents, except as expressly set forth herein and the other Loan Documents.

19. GOVERNING LAW. EXCEPT IN THE CASE OF THE MANDATORY FORUM SELECTION CLAUSE SET FORTH HEREIN, THIS AMENDMENT, THE CREDIT AGREEMENT, AS AMENDED HEREBY, THE LOAN DOCUMENTS AND THE REVOLVING NOTE SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS.

20. MANDATORY FORUM SELECTION. ANY DISPUTE ARISING UNDER, RELATING TO, OR IN CONNECTION WITH THE AMENDMENT OR RELATED TO ANY MATTER WHICH IS THE SUBJECT OF OR INCIDENTAL TO THE AMENDMENT (WHETHER OR NOT SUCH CLAIM IS BASED UPON BREACH OF CONTRACT OR TORT) SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND/OR FEDERAL COURTS LOCATED IN BROWARD COUNTY, FLORIDA OR THE STATE AND/OR FEDERAL COURTS LOCATED IN CLARK COUNTY, NEVADA (AS DETERMINED BY LENDER). THIS PROVISION IS INTENDED TO BE A "MANDATORY" FORUM SELECTION CLAUSE AND GOVERNED BY AND INTERPRETED CONSISTENT WITH FLORIDA LAW OR NEVADA LAW, AS APPLICABLE.

21. Amendment Effective Date. All references in any Loan Document to the Credit Agreement on and after the date hereof shall be deemed to refer to the Credit Agreement as amended hereby, and the parties hereto agree that on and after the Effective Date, the Credit Agreement, as amended hereby, is in full force and effect.

[signatures pages follow]

LENDER :

TCA GLOBAL CREDIT MASTER FUND, LP

By: **TCA Global Credit Fund GP, Ltd.**
Its: **General Partner**

By: _____
Name: Robert Press
Title: Director

FORM OF AMENDED AND RESTATED PROMISSORY NOTE

FORM OF USE OF PROCEEDS CONFIRMATION

NEITHER THIS NOTE NOR THE SECURITIES THAT ARE ISSUABLE TO THE LENDER UPON CONVERSION HEREOF (COLLECTIVELY, THE "SECURITIES") HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THE SECURITIES NOR ANY INTEREST OR PARTICIPATION THEREIN MAY BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED: (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE 1933 ACT AND COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR B) AN OPINION OF COUNSEL, IN A FORM REASONABLY ACCEPTABLE TO THE ISSUER, THAT REGISTRATION IS NOT REQUIRED UNDER THE 1933 ACT; OR (II) UNLESS SOLD, TRANSFERRED OR ASSIGNED PURSUANT TO RULE 144 UNDER THE 1933 ACT.

BY ACCEPTING THIS OBLIGATION, THE LENDER REPRESENTS AND WARRANTS THAT IT IS NOT A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(B)(4) OF THE INTERNAL REVENUE CODE AND REGULATIONS THEREUNDER) AND THAT IT IS NOT ACTING FOR OR ON BEHALF OF A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(B)(4) OF THE INTERNAL REVENUE CODE AND THE REGULATIONS THEREUNDER).

**AMENDED AND RESTATED
SENIOR SECURED REVOLVING CONVERTIBLE PROMISSORY NOTE**

Issuance Date: March 18, 2016

US\$1,900,000

Effective Date: March 18, 2016

FOR VALUE RECEIVED, **THE PULSE BEVERAGE CORPORATION**, a corporation incorporated under the laws of the State of Nevada, whose address is 11680 N. Huron Street, Northglenn, CO 80234 (the "**Borrower**"), promises to pay to the order of **TCA GLOBAL CREDIT MASTER FUND, LP** (hereinafter, together with any holder hereof, "**Lender**"), whose address is 3960 Howard Hughes Parkway, Suite 500, Las Vegas, Nevada 89169, on or before November 6, 2016 or such later date as agreed upon after the date hereof in a signed writing by the Lender (the "**Revolving Loan Maturity Date**"), the lesser of: (i) One Million Nine Hundred Thousand and No/100 United States Dollars (US\$1,900,000); or (ii) the aggregate principal amount outstanding under and pursuant to that certain Senior Secured Revolving Credit Facility Agreement, dated as of July 31, 2015 and effective as of November 6, 2015, as amended by amendment no. 1 thereto, dated as of the Effective Date ("**Amendment No. 1**"), executed by and between the Borrower, as borrower, and the Lender, as lender (as amended, restated, supplemented or modified from time to time, the "**Credit Agreement**"), together with interest (computed on the actual number of days elapsed on the basis of a 360 day year) on the aggregate principal amount of all Revolving Loans outstanding from time to time, as provided in the Credit Agreement. Capitalized words and phrases not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement.

This Amended and Restated Senior Secured Revolving Convertible Promissory Note (this “**Note**”) amends, restates, replaces, and supersedes, in its entirety, that certain Senior Secured Revolving Convertible Promissory Note, dated as of July 31, 2015 and effective as of November 6, 2015 (the “**Original Note**”), issued by the Borrower in favor of the Lender, in the principal amount of Nine Hundred Thousand and No/100 United States Dollars (US\$900,000). The obligations contained in the Original Note shall be referred to herein as the “**Original Obligations**”). It is the intention of the Borrower and Lender that while this Note amends, restates, replaces and supersedes the Original Note, in its entirety, it is not in payment or satisfaction of the Original Obligations, but rather is the substitute of one evidence of debt for another without any intent to extinguish the old. Should there be any conflict between any of the terms of the Original Note, and the terms of this Note, the terms of this Note shall control. This Note is not a novation.

This Note evidences a portion of the aggregate Revolving Loans incurred by Borrower under and pursuant to the Credit Agreement, to which reference is hereby made for a statement of the terms and conditions under which the Revolving Loan Maturity Date or any payment hereon may be accelerated. The holder of this Note is entitled to all of the benefits and security provided for in the Loan Documents, of even date herewith. All Revolving Loans shall be repaid by Borrower, or any person liable for the payment of this Note, on the Revolving Loan Maturity Date, unless payable sooner pursuant to the provisions of the Credit Agreement.

Principal and interest shall be paid to Lender as set forth in the Credit Agreement, or at such other place as the holder of this Note shall designate in writing to Borrower. Each Revolving Loan made by Lender, and all payments on account of the principal and interest thereof shall be recorded on the books and records of Lender and the principal balance as shown on such books and records, or any copy thereof certified by an officer of Lender, shall be rebuttable presumptive evidence of the principal amount owing hereunder.

This Note is being issued in connection with Amendment No. 1 and is also secured by the Security Agreements and all other Loan Documents. All of the agreements, conditions, covenants, provisions, representations, warranties and stipulations contained in any of the Loan Documents which are to be kept and performed by the Borrower or the Guarantors are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein, and the Borrower and the Guarantors covenant and agree to keep and perform them, or cause them to be kept or performed, strictly in accordance with their terms.

Except for such notices as may be required under the terms of the Credit Agreement, the Borrower, or any person liable for the payment of this Note, waives presentment, demand, notice, protest, and all other demands, or notices, in connection with the delivery, acceptance, performance, default, or enforcement of this Note, and assents to any extension or postponement of the time of payment or any other indulgence.

Borrower shall be solely responsible for the payment of any and all documentary stamps and other taxes applicable to the full face amount of this Note.

The Revolving Loan evidenced hereby has been made and/or issued and this Note has been delivered at Lender's main office set forth above. This Note shall be governed and

construed in accordance with the laws of the State of Nevada, in which state it shall be performed, and shall be binding upon Borrower, or any person liable for the payment of this Note, and its legal representatives, successors, and assigns. Wherever possible, each provision of the Credit Agreement and this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Credit Agreement or this Note shall be prohibited by or be invalid under such law, such provision shall be severable, and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of the Credit Agreement or this Note.

Nothing herein contained, nor in any instrument or transaction relating hereto, shall be construed or so operate as to require the Borrower, or any person liable for the payment of this Note, to pay interest in an amount or at a rate greater than the highest rate permissible under applicable law. By acceptance hereof, Lender hereby warrants and represents to Borrower that Lender has no intention of charging a usurious rate of interest. Should any interest or other charges paid by Borrower, or any parties liable for the payments made pursuant to this Note result in the computation or earning of interest in excess of the highest rate permissible under applicable law, any and all such excess shall be and the same is hereby waived by the holder hereof. Lender shall make adjustments in the Note or Credit Agreement, as applicable, as necessary to ensure that Borrower will not be required to pay further interest in excess of the amount permitted by applicable law. All such excess shall be automatically credited against and in reduction of the outstanding principal balance. Any portion of such excess which exceeds the outstanding principal balance shall be paid by the holder hereof to the Lender and any parties liable for the payment of this Note, it being the intent of the parties hereto that under no circumstances shall Borrower, or any party liable for the payments hereunder, be required to pay interest in excess of the highest rate permissible under applicable law.

THE HOLDER IS A NON-U.S. PERSON AS THAT TERM IS DEFINED IN THE UNITED STATES INTERNAL REVENUE CODE. IT IS HEREBY AGREED AND UNDERSTOOD THAT THE OBLIGATIONS HEREUNDER MAY BE SOLD OR RESOLD ONLY TO NONU.S. PERSONS. THE INTEREST PAYABLE HEREUNDER IS PAYABLE ONLY OUTSIDE THE UNITED STATES. ANY U.S. PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAW.

At any time and from time to time while this Note is outstanding, this Note may be, at the sole option of the Lender upon an Event of Default, convertible into shares of the common stock, par value \$0.00001 per share (the “Common Stock”) of Borrower, in accordance with the terms and conditions set forth below.

(a) Voluntary Conversion. At any time while this Note is outstanding, the Lender may, at its sole option upon an Event of Default, convert all or any portion of the outstanding principal, accrued and unpaid interest, and any other sums due and payable hereunder or under the Credit Agreement (such total amount, the “Conversion Amount”) into shares of Common Stock of the Borrower (the “Conversion Shares”) in an amount of shares equal to: (i) the Conversion Amount (the numerator); *divided by* (ii) eighty-five percent (85%) of the lowest daily volume weighted average price of the Borrower's Common

Stock during the five (5) Business Days immediately prior to the Conversion Date, which price shall be indicated in the conversion notice (in the form attached hereto as Exhibit A, the “ **Conversion Notice** ”) (the denominator) (the “ **Conversion Price** ”). The Lender shall submit a Conversion Notice indicating the Conversion Amount, the number of Conversion Shares issuable upon such conversion, and where the Conversion Shares should be delivered.

(b) The Lender's Conversion Limitations. The Borrower shall not affect any conversion of this Note, and the Lender shall not have the right to convert any portion of this Note, to the extent that after giving effect to the conversion set forth on the Conversion Notice submitted by the Lender, the Lender (together with the Lender's Affiliates and any Persons acting as a group together with the Lender or any of the Lender's Affiliates) would beneficially own shares of Common Stock in excess of the Beneficial Ownership Limitation (as defined herein). To ensure compliance with this restriction, prior to delivery of any Conversion Notice, the Lender shall have the right to request that the Borrower provide to the Lender a written statement of the percentage ownership of the Borrower's Common Stock that would be beneficially owned by the Lender and its Affiliates in the Borrower if the Lender converted such portion of this Note then intended to be converted by Lender. The Borrower shall, within two (2) Business Days of such request, provide Lender with the requested information in a written statement, and the Lender shall be entitled to rely on such written statement from the Borrower in issuing its Conversion Notice and ensuring that its ownership of the Borrower's Common Stock is not in excess of the Beneficial Ownership Limitation. The restriction described in this Section may be waived by Lender, in whole or in part, upon notice from the Lender to the Borrower to increase such percentage.

For purposes of this Note, the “ **Beneficial Ownership Limitation** ” shall be 4.99% of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of this Note. The limitations contained in this Section shall apply to a successor holder of this Note. For purposes of this Note, “ **Person** ” means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization or a government or any department or agency thereof.

(c) Mechanics of Conversion. The conversion of this Note shall be conducted in the following manner:

(1) To convert this Note into shares of Common Stock on any date set forth in the Conversion Notice by the Lender (the “ **Conversion Date** ”), the Lender shall transmit by facsimile or electronic mail (or otherwise deliver) a copy of the fully executed Conversion Notice to the Borrower (or, under certain circumstances as set forth below, by delivery of the Conversion Notice to the Borrower's transfer agent).

(2) Upon receipt by the Borrower of a copy of a Conversion Notice, the Borrower shall as soon as practicable, but in no event later than two (2) Business Days after receipt of such Conversion Notice, send, via facsimile or electronic mail (or otherwise deliver) a confirmation of receipt of such Conversion Notice (the “ **Conversion Confirmation** ”) to the Lender indicating that the Borrower will process such Conversion Notice in accordance with the terms herein. In the event the Borrower fails to issue its Conversion Confirmation within said

two (2) Business Day time period, the Lender shall have the absolute and irrevocable right and authority to deliver the fully executed Conversion Notice to the Borrower's transfer agent, and pursuant to the terms of the Credit Agreement, the Borrower's transfer agent shall issue the applicable Conversion Shares to Lender as hereby provided. Within five (5) Business Days after the date of the Conversion Confirmation (or the date of the Conversion Notice, if the Borrower fails to issue the Conversion Confirmation), provided that the Borrower's transfer agent is participating in the Depository Trust Company's ("DTC") Fast Automated Securities Transfer ("FAST") program, the Borrower shall cause the transfer agent to (or, if for any reason the Borrower fails to instruct or cause its transfer agent to so act, then pursuant to the Credit Agreement, the Lender may request and require the Borrower's transfer agent to) electronically transmit the applicable Conversion Shares to which the Lender shall be entitled by crediting the account of the Lender's prime broker with DTC through its Deposit Withdrawal Agent Commission ("DWAC") system, and provide proof satisfactory to the Lender of such delivery. In the event that the Borrower's transfer agent is not participating in the DTC FAST program and is not otherwise DWAC eligible, within five (5) Business Days after the date of the Conversion Confirmation (or the date of the Conversion Notice, if the Borrower fails to issue the Conversion Confirmation), the Borrower shall instruct and cause its transfer agent to (or, if for any reason the Borrower fails to instruct or cause its transfer agent to so act, then pursuant to the Credit Agreement, the Lender may request and require the Borrower's transfer agent to) issue and surrender to a nationally recognized overnight courier for delivery to the address specified in the Conversion Notice, a certificate, registered in the name of the Lender, or its designees, for the number of Conversion Shares to which the Lender shall be entitled. To effect conversions hereunder, the Lender shall not be required to physically surrender this Note to the Borrower unless the entire principal amount of this Note, plus all accrued and unpaid interest thereon, has been so converted. Conversions hereunder shall have the effect of lowering the outstanding principal amount of this Note in an amount equal to the applicable Conversion Amount. The Lender and the Borrower shall maintain records showing the principal amount(s) converted and the date of such conversion(s). The Lender, and any assignee by acceptance of this Note, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of a portion of this Note, the unpaid and unconverted principal amount of this Note may be less than the amount stated on the face hereof.

(3) The Person(s) entitled to receive the shares of Common Stock issuable upon a conversion of this Note shall be treated for all purposes as the record holder(s) of such shares of Common Stock as of the Conversion Date.

(4) If in the case of any Conversion Notice, the certificate or certificates are not delivered to or as directed by the Lender by the date required hereby, the Lender shall be entitled to elect by written notice to the Borrower at any time on or before its receipt of such certificate or certificates, to rescind such Conversion Notice, in which event the Borrower shall promptly return to the Lender any original Note delivered to the Borrower and the Lender shall promptly return to the Borrower the Common Stock certificates representing the principal amount of this Note unsuccessfully tendered for conversion to the Borrower.

(5) The Borrower's obligations to issue and deliver the Conversion Shares upon conversion of this Note in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by the Lender to enforce the same, any

waiver or consent with respect to any provision hereof, the recovery of any judgment against any person or entity or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Lender or any other person or entity of any obligation to the Borrower or any violation or alleged violation of law by the Lender or any other person or entity, and irrespective of any other circumstance which might otherwise limit such obligation of the Borrower to the Lender in connection with the issuance of such Conversion Shares; provided, however, that such delivery shall not operate as a waiver by the Borrower of any such action the Borrower may have against the Lender. In the event the Lender of this Note shall elect to convert any or all of the outstanding principal amount hereof and accrued but unpaid interest thereon in accordance with the terms of this Note, the Borrower may not refuse conversion based on any claim that the Lender or anyone associated or affiliated with the Lender has been engaged in any violation of law, agreement or for any other reason, unless an injunction from a court, on notice to Lender, restraining and or enjoining conversion of all or part of this Note shall have been sought and obtained, and the Borrower posts a surety bond for the benefit of the Lender in the amount of 150% of the outstanding principal amount of this Note, which is subject to the injunction, which bond shall remain in effect until the completion of arbitration/litigation of the underlying dispute and the proceeds of which shall be payable to such Lender to the extent it obtains judgment. In the absence of such injunction, the Borrower shall issue Conversion Shares upon a properly noticed conversion. If the Borrower fails for any reason to deliver to the Lender such certificate or certificates representing Conversion Shares pursuant to timing and delivery requirements of this Note, the Borrower shall pay to such Lender, in cash, as liquidated damages and not as a penalty, for each \$1,000 of principal amount being converted, \$1.00 per day for each day after the date by which such certificates should have been delivered until such certificates are delivered. Nothing herein shall limit a Lender's right to pursue actual damages or declare an Event of Default pursuant to the Credit Agreement, this Note or any agreement securing the indebtedness under this Note for the Borrower's failure to deliver Conversion Shares within the period specified herein and such Lender shall have the right to pursue all remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance and/or injunctive relief. The exercise of any such rights shall not prohibit the Lender from seeking to enforce damages pursuant to any other Section hereof or under applicable law. Nothing herein shall prevent the Lender from having the Conversion Shares issued directly by the Borrower's transfer agent in accordance with the Credit Agreement, in the event for any reason the Borrower fails to issue or deliver, or cause its transfer agent to issue and deliver, the Conversion Shares to the Lender upon exercise of Lender's conversion rights hereunder.

(6) The issuance of certificates for shares of the Common Stock on conversion of this Note shall be made without charge to the Lender hereof for any documentary stamp or similar taxes, or any other issuance or transfer fees of any nature or kind that may be payable in respect of the issue or delivery of such certificates, any such taxes or fees, if payable, to be paid by the Borrower.

(7) Borrower shall take all action reasonably necessary to at all times have authorized, and reserved for the purpose of issuance, such number of shares of Common Stock as shall be necessary to effect the full conversion of the Note in accordance with its terms (the "**Share Reserve**"). If at any time the Share Reserve is insufficient to effect the full conversion

of the Note then outstanding, Borrower shall increase the Share Reserve accordingly. If Borrower does not have sufficient authorized and unissued shares of Common Stock available to increase the Share Reserve, Borrower shall call and hold a special meeting of the shareholders within forty-five (45) days of such occurrence, or take action by the written consent of the holders of a majority of the outstanding shares of Common Stock, if possible, for the sole purpose of increasing the number of shares authorized to an amount of shares equal to three (3) times the Conversion Shares. Borrower's management shall recommend to the shareholders to vote in favor of increasing the number of shares of Common Stock authorized.

(d) Adjustments to Conversion Price.

(1) If the Borrower, at any time while this Note is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on outstanding shares of Common Stock, (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues, in the event of a reclassification of shares of Common Stock, any shares of capital stock of the Borrower, then the Conversion Price shall be multiplied by a fraction, the numerator of which shall be the number of shares of Common Stock (excluding any treasury shares of the Borrower) outstanding immediately before such event, and the denominator of which shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination, or re-classification.

(2) If, at any time while this Note is outstanding: (i) the Borrower effects any merger or consolidation of the Borrower with or into another Person, (ii) the Borrower effects any sale of all or substantially all of its assets in one transaction or a series of related transactions, (iii) any tender offer or exchange offer (whether by the Borrower or another Person) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property, or (iv) the Borrower effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a "**Fundamental Transaction**"), then upon any subsequent conversion of this Note, the Lender shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of one (1) share of Common Stock (the "**Alternate Consideration**"). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one (1) share of Common Stock in such Fundamental Transaction, and the Borrower shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If

holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Lender shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Note following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Borrower or surviving entity in such Fundamental Transaction shall issue to the Lender a new note consistent with the foregoing provisions and evidencing the Lender's right to convert such note into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section and insuring that this Note (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction.

(3) Whenever the Conversion Price is adjusted pursuant to any provision of this Note, the Borrower shall promptly deliver to Lender a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(4) If: (A) the Borrower shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Borrower shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Borrower shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Borrower shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Borrower is a party, any sale or transfer of all or substantially all of the assets of the Borrower, of any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Borrower shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Borrower, then, in each case, the Borrower shall cause to be filed at each office or agency maintained for the purpose of conversion of this Note, and shall cause to be delivered to the Lender at its last address as it shall appear upon the Borrower's records, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating: (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. The Lender is entitled to convert this Note during the 10-day period commencing on the date of such notice through the effective date of the event triggering such notice.

(e) Make-Whole Rights. Upon liquidation by the Lender of Conversion Shares issued pursuant to a Conversion Notice, provided that the Lender realizes a net amount from such liquidation equal to less than the Conversion Amount specified in the relevant Conversion

Notice (such net realized amount, the “**Realized Amount**”), the Company shall issue to the Lender additional shares of the Company’s Common Stock equal to: (i) the Conversion Amount specified in the relevant Conversion Notice; *minus* (ii) the Realized Amount, as evidenced by a reconciliation statement from the Lender (a “**Sale Reconciliation**”) showing the Realized Amount from the sale of the Conversion Shares; *divided by* (iii) the average volume weighted average price of the Company’s Common Stock during the five (5) Business Days immediately prior to the date upon which the Lender delivers notice (the “**Make-Whole Notice**”) to the Company that such additional shares are requested by the Lender (the “**Make-Whole Stock Price**”) (such number of additional shares to be issued, the “**Make-Whole Shares**”). Upon receiving the Make-Whole Notice and Sale Reconciliation evidencing the number of Make-Whole Shares requested, the Company shall instruct its transfer agent to issue certificates representing the Make-Whole Shares, which Make-Whole Shares shall be issued and delivered in the same manner and within the same time frames as set forth herein. The Make-Whole Shares, when issued, shall be deemed to be validly issued, fully paid, and non-assessable shares of the Company’s Common Stock. Following the sale of the Make-Whole Shares by the Lender: (i) in the event that the Lender receives net proceeds from such sale which, when added to the Realized Amount from the prior relevant Conversion Notice, is less than the Conversion Amount specified in the relevant Conversion Notice, the Lender shall deliver an additional Make-Whole Notice to the Company following the procedures provided previously in this paragraph, and such procedures and the delivery of Make-Whole Notices and issuance of Make-Whole Shares shall continue until the Conversion Amount has been fully satisfied; and (ii) in the event that the Lender received net proceeds from the sale of Make-Whole Shares in excess of the Conversion Amount specified in the relevant Conversion Notice, such excess amount shall be applied to satisfy any and all amounts owed hereunder in excess of the Conversion Amount specified in the relevant Conversion Notice.

[-signature page follows-]

EXHIBIT A

NOTICE OF CONVERSION

The undersigned hereby elects to convert principal and/or interest under the Amended and Restated Senior Secured Revolving Convertible Promissory Note (the "**Note**") of The Pulse Beverage Corporation, a corporation incorporated under the laws of the State of Nevada (the "**Company**"), into shares of common stock, par value \$0.00001 per share (the "**Common Shares**"), of the Company in accordance with the conditions of the Note, as of the date written below.

Based solely on information provided by the Company to Lender, the undersigned represents and warrants to the Company that its ownership of the Common Shares does not exceed the Beneficial Ownership Limitation as specified under the Note.

Conversion Calculations

Effective Date of Conversion: _____
Principal Amount and/or Interest to be Converted: _____
Number of Common Shares to be Issued: _____

[HOLDER]

By: _____

Name: _____

Title: _____

Address: _____

PULSE RECEIVES FURTHER FUNDS FOR WORKING CAPITAL PURPOSES

DENVER – March 28, 2016 – The Pulse Beverage Corporation (“Pulse”) (OTCQX: PLSB), makers of Natural Cabana® Lemonades, Limeades, and Coconut Waters and PULSE® Heart & Body Health functional beverages, announced today it has entered into Amendment No. 1 to Senior Secured Revolving Credit Facility Agreement whereby the Company was approved for an additional \$1,000,000 loan. Initially, on November 6, 2015, the Company and TCA Global Credit Master Fund, LP (the “Lender”) entered into a Senior Secured Revolving Credit Facility Agreement and Senior Revolving Convertible Promissory Note effective November 6, 2015 (the “Credit Facility”). Under the terms of the Credit Facility, the Lender committed to lend a total of \$3,500,000 to the Company. Any drawdown of this Credit Facility bears interest at a rate of twelve percent (12%) per annum and matures twelve months following the date of each loan. The Company received the initial tranche of \$650,000 on November 6, 2015 and received the second tranche of \$250,000 on December 23, 2015. The Credit Facility is secured by a senior secured interest in all of the Company's assets. In connection with the Credit Facility, the Company also issued 3,000,000 shares of restricted common stock to the Lender. The Company has the right to purchase these shares from the Lender by paying \$150,000 to the Lender on or before May 6, 2016.

The Amended and Restated Senior Secured Revolving Convertible Promissory Note matures November 6, 2016 unless extended by the Lender. The Company received \$455,860, net of \$44,140 of closing costs, on March 22, 2016 and will receive a further \$250,000 once the Company collects an account receivable from its Mexico distributor. A further \$250,000 will be received once the Company has met certain other performance criteria.

In connection with this additional loan, the Company agreed to issue 10,558,069 shares of its restricted common stock to the Lender as an Advisory Fee. Notwithstanding the above, the Lender is restricted from receiving these shares to the extent that, after giving effect to the receipt of the shares, the Lender would beneficially own more than 4.99% of the Company's common stock. Any shares not issued as a result of this limitation will be issued at a later date, and from time to time, when the issuance of these will not result in the Lender beneficially owning more than 4.99% of the Company's common stock. The Company has the right to purchase these shares by paying \$350,000 to the Lender on or before September 22, 2016.

The Lender has the right, in the Event of Default, to convert any outstanding amounts under the Note into restricted shares of the Company's common stock based on 85% of the weighted value average price of the Company's common shares over the prior 5 trading days prior to conversion. However, the Lender may not convert any portion of the Note to the extent that after giving effect to the shares which would be received on conversion, the Lender would beneficially own more than 4.99% of the Company's common stock.

Robert E. Yates, CEO of Pulse, stated, “We have been ramping up to fulfill orders in the early spring busy season for us and we are delighted to have this additional funding to support our growth plans for the rest of 2016.”

About The Pulse Beverage Corporation

Pulse Beverage Corporation is an emerging beverage company that offers beverage brands that are great tasting, good-for-you, refreshing, low-calorie natural drinks. Combining all-natural ingredients, essential vitamins and minerals, Pulse's line of beverages provides consumers with high-quality, healthy alternatives at a reasonable price.

For more information, please visit: www.pulsebeverage.com or email info@pulsebeverage.com.

Follow Pulse Beverage on Twitter at <https://twitter.com/drinkpulsebev>.

Become a Pulse Beverage Facebook Fan at <https://www.facebook.com/PulseBeverageCorporation>.

Forward-Looking Statements <http://ir.pulsebeverage.com/forward-looking-statements>

Contact: Robert E. Yates

President and Chief Executive Officer

ryates@pulsebeverage.com

720-382-5476
