

AMENDMENT #5 TO CO-PUBLISHING AGREEMENT

This Amendment #5 (the "**Amendment**") is made as of February 1, 2012 (the "**Amendment Effective Date**") and amends that certain Co-Publishing Agreement made as of December 11, 2009, as previously amended (the "**Agreement**"), by and between **Electronic Arts Inc.**, a Delaware corporation with offices at 209 Redwood Shores Parkway, Redwood City, CA 94065 ("**EA**"), and 38 Studios Baltimore LLC, d/b/a **Big Huge Games**, a Delaware Limited Liability Company with offices at 1954 Greenspring Drive, Suite 520, Timonium, Maryland 21093 ("**BHG**").

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, BHG and EA hereby agree to amend the Agreement as follows:

AMENDMENT

1. **Defined Terms.** All capitalized terms used and not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.
 - a. "**38 Studios**" means 38 Studios, LLC.
 - b. "**Consumer Data Transfer Agreement**" means that certain Consumer Data Transfer Agreement made as of January 31, 2012 by and between EA, BHG and 38 Studios.
 - c. "**Helios**" means 38 Studios' and BHG's proprietary user registration system.
 - d. "**Nucleus**" means EA's proprietary user registration system.
2. **Transfer of Certain Consumer Data Collected by EA**
 - a. **Data.** Subject to the terms, conditions and limitations of the end user opt-in language in the Product, the Consumer Data Transfer Agreement, EA's Privacy Policy, and applicable law, and provided BHG and 38 Studios are not in material breach of the Consumer Data Transfer Agreement, EA will transfer to BHG the following data for users that have opted in (collectively, the "**Reckoning Data**"): (a) the user account ID, email address, display name, persona ID, and login type code (once per user); and (b) information collected by the Product about the user's in-game actions and accomplishments (on a recurring basis).
 - b. **Term.** Subject to the foregoing, EA agrees that it will transfer such data to BHG ("**Reckoning Data Transfer**") on an ongoing basis for a minimum of six (6) months from the date the Core Product is released, and will provide BHG at least thirty (30) days' notice prior to discontinuing such transfers.
 - c. **EA Privacy Policy.** EA covenants that in the event any change to EA's Privacy Policy or applicable law would restrict any component of the Reckoning Data Transfer from occurring it will work in good faith with BHG to explore suitable alternatives to facilitate a transfer of Reckoning Data that is within the scope of EA's Privacy Policy and applicable law; further, EA covenants it will not amend EA's Privacy Policy for the purpose of frustrating the intent of this Agreement.

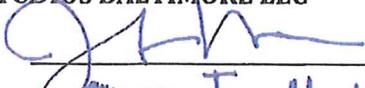
3. **Helios Link**
 - a. **Defined.** EA shall implement the recording of user opt-ins via the Product and the transfer of Reckoning Data to BHG described above. EA shall additionally implement, at BHG's cost, infrastructure to allow Helios users to opt-in for Reckoning Data sharing via Helios (the "**Helios Link**").
 - b. **Costs.** The parties acknowledge and agree that EA will incur expenses associated with (i) the implementation and initial configuration of the Helios Link (the "**Helios Link Development Costs**") and (ii) hosting and third-party licensing costs (e.g., Amazon Web Services cloud hosting and MySQL database license fees) directly related to the Helios Link (the "**Helios Link Hosting Costs**"). EA will invoice BHG for the actual out-of-pocket third party Helios Link Development Costs incurred by EA (not to exceed Ten Thousand Dollars (\$10,000)) and the actual out-of-pocket third party Helios Link Hosting Costs incurred by EA. Such invoices shall be paid by BHG within forty-five (45) days of BHG's receipt thereof with appropriate back-up documentation (e.g., third party invoices, etc.).
 - c. **Hosting Configuration.** The configuration of the number of servers used to host the Helios Link shall be subject to BHG's prior approval. The parties acknowledge and agree that that initial server configuration for the Helios Link is as follows: one (1) Amazon EC2 Large instance shared by one (1) application server and one (1) database server. In the event that BHG notifies EA to change the server configuration, EA will use diligent good faith efforts to promptly implement such changes with its service provider.
4. **Increase to Cap on Certification, Testing and Localization Expenses.** The parties agree that the Services Costs Maximum referenced in Section 4.13 of the Agreement, is hereby increased to Three Million Seven Hundred Thousand Dollars (\$3,700,000). All references to the term "Services Cost Maximum" and the corresponding amount of Three Million Dollars (\$3,000,000) in the Agreement are hereby amended accordingly.
5. **Amendment to Exclusion of Certain Damages.** Section 12.1 of the Agreement is hereby amended to add the phrase "EXCEPT WITH RESPECT TO BREACHES OF AND INDEMNIFICATION OBLIGATIONS ARISING UNDER THE CONSUMER DATA TRANSFER AGREEMENT, AND" at the beginning of the first sentence thereof.
6. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures by facsimile or scanned/emailed original shall be deemed original signatures.
7. **Effect of Amendment.** Except as expressly affected by this Amendment, the Agreement shall remain in full force and effect and BHG and EA hereby ratify the terms and conditions of the Agreement, as amended herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date by their duly authorized representatives as set forth below.

ELECTRONIC ARTS INC.

By: 
Name: ST. JOHN
Title: V.P. GM
Date: 2/1/12

38 STUDIOS BALTIMORE LLC

By: 
Name: Jen MacLean
Title: CEO
Date: 2/1/2012

AMENDMENT #6 TO CO-PUBLISHING AGREEMENT

This Amendment #6 (the "**Amendment #6**") is made as of February 22, 2012 (the "**Amendment #6 Effective Date**") and amends that certain Co-Publishing Agreement made as of December 11, 2009, as previously amended (the "**Agreement**"), by and between **Electronic Arts Inc.**, a Delaware corporation with offices at 209 Redwood Shores Parkway, Redwood City, CA 94065 ("**EA**"), and 38 Studios Baltimore LLC, d/b/a **Big Huge Games**, a Delaware Limited Liability Company with offices at 1954 Greenspring Drive, Suite 520, Timonium, Maryland 21093 ("**BHG**").

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, BHG and EA hereby agree to amend the Agreement as follows:

AMENDMENT

1. **Defined Terms.** All capitalized terms used and not otherwise defined in this Amendment #6 shall have the meanings assigned to them in the Agreement.
2. **Spike Distribution Agreement.** The rights and obligations set forth in Sections 3 through 11 below are subject to EA's entering into a distribution agreement with Spike Co., Ltd. ("**Spike**"), under which Spike will distribute a version of the Product localized into Japanese (the "**Localized Product**") only within Japan ("**Spike Agreement**").
3. **Delivery to EA of Items To Be Localized.** To the extent such deliverables are not already in EA's possession, within a reasonable time after the Amendment #6 Effective Date BHG will deliver or otherwise make available to EA (for further delivery to, and localization by, Spike) the text assets, glossaries and other localization tools (if any) for each of the following:
 - a. Core Product
 - b. Launch DLC (entitled *House of Valor*)
 - c. DLC1 (currently known as *The Legend of Dead Kel*)
 - d. DLC2 (currently known as *Teeth of Naros*)
 - e. *Fate-Touched Weapons Pack* (pre-order promotion)
 - f. *Ultimate Treasure Hunter Pack* (pre-order promotion)
 - g. *Destinies Choice Pack* (pre-order promotion)
4. **Integration and Implementation.** BHG shall (a) implement technical components to support the display of Japanese characters in the Localized Product (e.g., the double byte engine), (b) remove or otherwise disable the EA Nucleus and Blaze technology from the Localized Product, (c) implement technical components to support Product DLC without EA Nucleus technology, (d) integrate the Japanese font provided by Spike (the "**Licensed Font**"), and, upon EA's delivery to BHG of the Japanese-localized text assets for the Product (the "**Localized Assets**"), (e) integrate the Localized Assets into the Localized Product.
5. **Approvals.** EA has the right to review in good faith and approve the Localized Product for its conformity with the applicable specifications in the Agreement after

completion of the services performed under Section 4 above. If the Localized Product fails to so conform, EA will notify BHG with a reasonably detailed analysis of the nonconformity, and BHG shall provide a corrected version of the Localized Product to EA within a reasonable period of time after such notification.

6. **Bug Fixing and Support of Platform Licensor Approval Process.** After the Localized Product has been approved by EA hereunder, Spike will submit the Localized Product to the two applicable platform licensors, Sony and Microsoft. If a bug fix or other technical support is required by an applicable platform licensor, EA will provide BHG with notification of such requirement and all feedback provided by the applicable platform licensor and BHG will implement such requirement within a reasonable period of time after such notification and deliver the corrected Localized Product to EA.
7. **Ownership.** For the avoidance of doubt, the Localized Assets and the Localized Product are and shall remain BHG Intellectual Property as defined in Section 3.1 of the Agreement.
8. **Warranty Services.** For the avoidance of doubt, as between BHG and EA, EA will provide the Customer Support Services for the Localized Product as set forth in Section 4.10 of the Agreement. EA will engage Spike to provide the Customer Support Services for the Localized Product at a level no lower than as required in Section 4.10 of the Agreement.
9. **Milestone Payments.** EA will pay to BHG recoupable advances as follows:
 - a. *Signing.* Eighty Thousand Dollars (\$80,000) within fifteen (15) days after the execution of this Amendment #6.
 - b. *Start of Integration.* Thirty Thousand Dollars (\$30,000) within thirty (30) days after BHG's delivery to EA of an interim build of the Product that integrates some portion of the Localized Assets and correctly displays such assets in-game using the double-byte engine.
 - c. *Gold Master.* Thirty Thousand Dollars (\$30,000) within thirty (30) days after approval by both Sony and Microsoft for manufacturing of the Localized Product.
10. **Recoupment of BHG Advances.** The following shall all be deemed additional Recoupable Advances for the purposes of Sections 1.25 and 7.4(b) of the Agreement:
 - a. *Milestone Payments.* Any amounts paid by EA to BHG under Section 9 of this Amendment #6 above; and
 - b. *XLOC Costs.* The actual out-of-pocket third-party costs incurred by EA for the XLOC localization management tool that are directly related to the Localized Product, for which EA shall provide invoices to BHG at BHG's request.
11. **Spike Advances.** Any and all amounts received by EA under the Spike Agreement

(including, without limitation, advances and royalties) shall be deemed Gross Packaged Goods Revenue as defined in Section 7 of the Agreement.

12. **Counterparts.** This Amendment #6 may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures by facsimile or scanned/mailed original shall be deemed original signatures.
13. **Effect of Amendment.** Except as expressly affected by this Amendment #6, the Agreement shall remain in full force and effect and BHG and EA hereby ratify the terms and conditions of the Agreement, as amended herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #6 as of the Amendment #6 Effective Date by their duly authorized representatives as set forth below.

ELECTRONIC ARTS INC.

By: 
Name: ST. JOHN BAIN
Title: GM + VP
Date: 3/12

38 STUDIOS BALTIMORE LLC

By: 
Name: William C. Thomas
Title: President + COO
Date: 3/15/12

AMENDMENT #7 TO CO-PUBLISHING AGREEMENT

This Amendment #7 (the "**Amendment #7**") is made as of March 16, 2012 (the "**Amendment #7 Effective Date**") and amends that certain Co-Publishing Agreement made as of December 11, 2009, as previously amended (the "**Agreement**"), by and between **Electronic Arts Inc.**, a Delaware corporation with offices at 209 Redwood Shores Parkway, Redwood City, CA 94065 ("**EA**"), and 38 Studios Baltimore LLC, d/b/a **Big Huge Games**, a Delaware Limited Liability Company with offices at 1954 Greenspring Drive, Suite 520, Timonium, Maryland 21093 ("**BHG**").

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, BHG and EA hereby agree to amend the Agreement as follows:

AMENDMENT

1. **Defined Terms.** All capitalized terms used and not otherwise defined in this Amendment #7 shall have the meanings assigned to them in the Agreement.
2. **No Sequel Rights.** The parties agree that EA has no rights in or to any Sequels and any rights that EA was granted with respect to Sequels in the Agreement are hereby deleted, including, without limitation, any rights of first negotiation and/or rights of last matching with respect to Sequels as described in Section 3.3(c) of the Agreement. In particular, "and the first two (2) Sequels" shall be deleted from the fifth line of Section 3.3(a) of the Agreement, "(and corresponding revenue thresholds for any of the Sequels)" shall be deleted from the sixth and seventh lines of Section 3.3(a) of the Agreement, and Section 3.3(b) of the Agreement shall be deleted in its entirety and replaced with the following "Intentionally deleted."
3. **Counterparts.** This Amendment #7 may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures by facsimile or scanned/emailed original shall be deemed original signatures.
4. **Effect of Amendment.** Except as expressly affected by this Amendment #7, the Agreement shall remain in full force and effect and BHG and EA hereby ratify the terms and conditions of the Agreement, as amended herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #7 as of the Amendment #7 Effective Date by their duly authorized representatives as set forth below.

ELECTRONIC ARTS INC.

By: [Signature]

Name: ST. JOHN BAIN

Title: V.P. + GM

Date: 5/16/12

38 STUDIOS BALTIMORE LLC

By: [Signature]

Name: William C. Thomas

Title: President and COO

Date: 3/19/12

**LOCALIZE DIRECT
SOFTWARE LICENSE AGREEMENT**

1. INTRODUCTION

This agreement including its appendices (this "Agreement") is made as of December 1st, 2011 by and between Localize Direct AB, ("Localize Direct"), a Swedish company with its main office at Gasverksgatan 9, 252 25 Helsingborg Sweden, and 38 Studios, LLC, a Delaware limited liability company with its main office at 1 Empire Plaza, Providence RI, 02903 (the "Licensee") and regulates the Licensee's use of the LocDirect localization tool software owned by Localize Direct (the "Licensed Software" as defined below).

2. DEFINITIONS

In this Agreement the following capitalized terms and expressions shall have the following meaning:

"Documentation" means the documentation related to the Licensed Software. The documentation can be made available in printed form, as a PDF-file, as a help file in the Licensed Software or it can be obtained in other ways as Localize Direct directs.

"Initial Term" means the initial period of this Agreement as set forth in Appendix 1.

"Intellectual Property Rights" shall mean any and all intellectual property rights, including without limitation copyright and copyright protected materials, neighbouring rights including, but not limited to, database rights, know how (whether such know how is in itself patentable or not), registered or unregistered trademarks and trade names, design rights, patents or patentable inventions and any and all other proprietary rights in any jurisdiction.

"License" means the non-exclusive right granted by Localize Direct to the Licensee according to section 3 to use the Licensed Software in accordance with this Agreement.

"License Fee" means the fee that the Licensee shall pay for its use of the Licensed Software and further rights as herein granted, as further set forth in Appendix 1.

"Licensed Software" means the LocDirect client (development module and dialogue & audio module) and server software as further specified in the Specifications, including any associated media, Documentation and including any software updates, add-on components, stencils, templates, shapes, web services and/or supplements that Localize Direct may make available to the Licensee from time to time, or that the Licensee obtains from use of the features or functionality of the Licensed Software, to the extent that such items are not accompanied by separate license agreements or terms of use. For the avoidance of doubt, Localized Content is not Licensed Software.

"Localized Content" means any localized content generated by Localize Direct or the Licensed Software from content created by the Licensee.

"Maximum Users" means the maximum number of users that shall be allowed to use the Licensed Software hereunder, as further set forth in Appendix 1.

"Parties" means Localize Direct and the Licensee jointly.

"Party" means either Localize Direct or the Licensee individually.

"Permitted Project(s)" means that or those videogame development projects as further set forth in Appendix 1.

"Remote components" means (i) any components of the Licensed Software that require network access to a server elsewhere than the client software and (ii) Localize Direct's license validation server, both being accessed via the Internet or other public or private networks.

"Specifications" means the specification regarding the Licensed Software that is included in the Documentation.

3. LICENSE GRANT

Localize Direct hereby grants the Licensee a non-exclusive limited right to use the Licensed Software for the Licensee's use in relation to the Permitted Project(s) only, and to the extent further specified in Appendix 1.

4. LIMITATIONS

- 4.1 The License specifically does not include any other rights than those stated in section 3 and in Appendix 1.
- 4.2 The Licensee is, unless Localize Direct specifically gives its prior written consent, forbidden to:
 - a) use the Licensed Software for other purposes than the intended use according to the Documentation;
 - b) reverse engineer, decompile, or disassemble the Licensed Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
 - c) rent, lease, lend, sell, sublicense or distribute the Licensed Software;
 - d) allege that the Licensed Software is the Licensee's property; or
 - e) as for components provided online, hack the Licensed Software or such components, introduce a virus, a Trojan horse or other harmful or unwanted code (so called "malware") in the Licensed Software or by an unproportionate number of calls to the servers on which the Licensed Software is provided, aggravate or limit the use of the Licensed Software to a third Party, or attempt to perform any of the above.
- 4.3 Localize Direct may, at any time after giving the Licensee forty-five (45) days of reasonable notice in writing, itself or with the assistance of a third Party audit the Licensee's use of the Licensed Software in accordance with the License granted herein. If Localize Direct becomes aware that the Licensee uses Licensed Software in any manner specified in Section 4.2 above, or otherwise in a manner which is not expressly permitted by this Agreement, and Licensee agrees in good faith that such use in violation of this Agreement has occurred, Localize Direct shall, in addition to any other remedies available to Localize

Direct, be reimbursed by the Licensee for any costs incurred in relation to such audit.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Any and all Intellectual Property Rights in or relating to the Licensed Software are and shall remain the property of Localize Direct or its partners/suppliers (as applicable). Nothing set forth in this Agreement shall constitute or be deemed a transfer of any Intellectual Property Rights from Localize Direct to the Licensee. The Licensee is aware of and acknowledges that the Licensor (and/or its partners/suppliers, if applicable) shall retain all Intellectual Property Rights in and to the Licensed Software, and components thereof, in whole or in part in any form.
- 5.2 Any and all Intellectual Property Rights in or relating to the Permitted Project or otherwise created by the Licensee and managed by the Licensed Software, including without limitation any text and images created by the Licensee, shall be owned by and remain vested in the Licensee. Localized Content, and all Intellectual Property Rights therein, shall be deemed the property of the Licensee. Nothing set forth in this Agreement shall constitute or be deemed a transfer of any Intellectual Property Rights from the Licensee to Localize Direct.
- 5.3 Localize Direct has the rights to use, implement in the Licensed Software and commercially exploit any feedback, suggestions or improvements relating to the Licensed Software disclosed by Licensee to Localize Direct without compensation to the Licensee.
- 5.4 Any feedback, suggestions or improvements relating to the Licensed Software disclosed by Licensee to Localize Direct shall be deemed non confidential information under this Agreement, provided that any such feedback, suggestions or improvements disclosed to third parties by Localize Direct must not directly or indirectly identify or refer to Licensee or its products, or contain any confidential information of Licensee.
- 5.5 With Licensee's prior written approval in every instance, which approval shall not be unreasonably withheld or delayed, Localize Direct may in public announcements, PR materials and on its company web site refer to Licensee and subsidiary companies as clients and in relation to such referrals use the Licensee's logo.
- 5.6 With Licensee's prior written approval in every instance, which approval shall not be unreasonably withheld or delayed, once a Permitted Project developed by Licensee (using Licensed Software) is publicly announced, Localize Direct may refer to the Permitted Project in public announcements, PR material and on company website and in relation to this use the project logo, screenshots and other publicly available artwork.

6. CONFIDENTIALITY

- 6.1 The Parties shall not without prior written authorization from the other Party publicly or to any third party disclose or use, for any other purpose than the due performance of this Agreement, any information disclosed between the Parties as a consequence of the execution of the rights and obligations under this Agreement. In respect to this Agreement, confidential information shall be

deemed to include any and all information regarding either Party's business operations whether such information is disclosed orally, in writing, by digital transfer or by any other means and regardless of whether it is designated as confidential by the releasing Party or not. For avoidance of doubt, the Localized Content and the Licensee's use of the Licensed Software are confidential information of the Licensee.

- 6.2 The confidentiality undertakings set forth in this section 6 shall, however, not apply to any confidential information that:
- a) the receiving Party can evidence to be publicly available without any breach of this confidentiality undertaking;
 - b) the receiving Party can evidence to have been in the possession of the receiving Party without restrictions on disclosure prior to receiving it from the other Party;
 - c) the receiving Party lawfully receives from a third party without restrictions on disclosure, or
 - d) the receiving Party is required to disclose as a consequence of mandatory law, final court order or a final order from an authority of competent jurisdiction or other regulatory or stock market requirements, but shall in such case endeavor to consult with the other Party prior to any such disclosure.

6.3 The Parties shall ensure that confidential information is disclosed only to such employees, officers or advisors of the receiving Party that require such information and that are bound to confidentiality undertakings no less strict than those of this Agreement.

6.4 This section 6 shall survive any termination or expiration of this Agreement for a period of five years following termination or expiration, as applicable.

7. LICENSE VALIDATION, DATA, STATISTICS AND INFORMATION

7.1 Subject to Section 6, Localize Direct may access data and materials generated using the Licensed Software in order to provide support, gather statistics and provide or improve the functionality of the Licensed Software.

7.2 The Licensed Software will from time to time contact Localize Direct's license server to validate Licensee's license and to transfer statistics. Such statistics contain aggregated amounts of data types in the system and do not include any of the Licensee's specific strings or data.

7.3 The Licensee may not prevent the Licensed Software from communication with Localize Direct's license server via the internet or other public or private networks, to validate license and transfer statistics. Licensee is aware that an un-validated version of the Licensed Software will result in that the Licensed Software will temporarily cease to function until the license has been validated.

8. AVAILABILITY OF REMOTE COMPONENTS

Localize Direct will use its reasonable endeavors to ensure that any Remote Components that are hosted by or otherwise provided by Localize Direct are accessible for the Licensee's use around the clock and at all times during the

year. Localize Direct however reserves the right to at any time and without notice to suspend the access to the web components of the Licensed Software for urgent maintenance or to protect the Licensed Software from attack or other threats. Localize Direct shall, however, if possible, inform the Licensee when such suspended access may occur. The Licensee has no right to compensation for suspended access. Localize Direct is not liable for any difficulty or inability to access the Licensed Software as a result of interruption or communication problems on the Internet or other private or public networks used to access the Remote Components.

9. LICENSE FEE

- 9.1 For the Licensee's use of the Licensed Software, the Licensee shall pay the license fee set forth in Appendix 1.
- 9.2 The license fee shall be invoiced quarterly in advance. Invoices will be sent electronically via email to purchases@38studios.com. Invoices shall be due and payable no later than 30 days from the date the invoice is received by the Licensee. In case of late payment, late payment interest shall accrue in accordance with the Swedish Interest Act as in force from time to time, from the date when payment became due and until full payment has been made.
- 9.3 In case of late payment, Localize Direct may also terminate or suspend the Licensee's access to the Licensed Software or otherwise prevent the Licensee's use thereof if the Licensee has failed to pay any amounts due within 10 days of receiving written notice from LocalizeDirect listing the amount payable and the date on which LocalizeDirect proposes to suspend the Licensee's access to the Licensed Software.
- 9.4 Localize Direct shall have the right to adjust the license fee by giving notice no later than three months before the new license fee will become valid. If the Licensee does not accept the new license fee, the Licensee must notify Localize Direct thereof before the new license fee becomes valid. The Licensee then has the right to terminate this Agreement to expire on the same day that the new license fee enters into force. The agreed license fee as set forth in Appendix 1 will remain unchanged through to the end date of the Initial Term, as defined in Appendix 1.

10. WARRANTY AND LIMITATION OF LIABILITY

- 10.1 It is expressly understood and agreed upon between the Parties that there are no warranties, representations or covenants between the Parties except those specifically set forth in this Agreement. THE LICENSE HEREIN GRANTED AND THE FURTHER SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE PROVIDED "AS IS" AND "WHERE IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED, EXPRESS OR STATUTORY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FUNCTIONALITY, COMPLETENESS OR ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, FREEDOM FROM INTELLECTUAL PROPERTY INFRINGEMENTS AND LACK OF VIRUSES. FURTHERMORE, THE LICENSEE ACKNOWLEDGES IN PARTICULAR THAT THE LICENSED SOFTWARE IS NOT, AND UNDER THE CURRENT STATE

OF THE ART IN THE SOFTWARE DEVELOPMENT INDUSTRY, WILL NOT, BE ERROR FREE AND RUN WITHOUT ANY INTERRUPTION.

- 10.2 Localize Direct specifically disclaims liability for any errors or failures to access the Remote Components caused as a result of failures or communication problems attributable to the Internet or any other public or private networks (including without limitation mobile phone networks) used to access the Remote Components.
- 10.3 Neither party shall under any circumstances be liable for any indirect, special and/or consequential losses or damages arising out of this Agreement of whatever nature, even if such party has been advised about the possibility of such losses or damages, unless such losses or damages are due to such party's gross negligence or willful misconduct.
- 10.4 Each party's maximum liability for any loss or damage of whatever nature under this Agreement, excluding Section 11 hereof, shall be limited to the amount actually paid by the Licensee to Localize Direct during the calendar year under which such liability arises, or in case the liability is related to several calendar years, to the last calendar year to which such liability allegedly relates. The Licensee releases Localize Direct from all obligations, liability, claims or demands in excess of the aforementioned limitation.

11. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

- 11.1 Localize Direct will indemnify, defend and hold harmless at its expense any action brought by a third party against the Licensee or its Affiliates to the extent that it is based on a claim that the Licensed Software infringes an Intellectual Property Right of any third party. Localize Direct will pay any costs, damages and reasonable attorneys' fees attributable to such claim; provided that (i) the Licensee promptly notifies Localize Direct of the claim in writing; (ii) the Licensee permits Localize Direct to assume sole control of the defense, compromise or settlement of said claim, using counsel reasonably acceptable to the Licensee; and (iii) the Licensee provides to Localize Direct reasonable cooperation, information and assistance in connection therewith. Localize Direct shall obtain written consent from the Licensee prior to entering into any defense or settlement that affects the Licensee rights or obligations under this Agreement or otherwise. If a final injunction is obtained against the Licensee's use of the Licensed Software by reason of infringement or if in the Licensee's opinion the Licensed Software is likely to become the subject of a successful claim of such infringement, Localize Direct may, at its option, either procure for the Licensee the right to continue using the Licensed Software or replace or modify the same so that it becomes non-infringing (so long as the functionality and content are essentially unchanged). In the event that neither of the foregoing is reasonably available, the Licensee may immediately terminate this Agreement. THE FOREGOING STATES THE ENTIRE LIABILITY OF LOCALIZE DIRECT WITH RESPECT TO INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT BY THE LICENSED SOFTWARE.

12. TERM AND TERMINATION

- 12.1 This Agreement shall be in effect for the Initial Term as set forth in Appendix 1. This Agreement shall thereafter be automatically renewed at the end of the Initial Term for additional three month terms unless either Party gives written notice of its intention not to renew no later than one month before expiration of the Initial Term or the then current additional term.
- 12.2 The Licensee may terminate this Agreement at any time by giving at least one calendar month notice. In the event that Licensee has made payments for months beyond the one month notice then Localize Direct shall issue a credit invoice and reimburse Licensee for any such extending months.
- 12.3 Each Party has the right to terminate this Agreement with immediate effect if:
- (i) the other Party commits a material breach of this Agreement and such breach has not been remedied within 10 business days from the date when the Party in breach has received written notice requesting remedy;
 - (ii) the other Party cancels its payments, enters into voluntary or involuntary liquidation, files an application for company reconstruction or bankruptcy (or if a third Party files a bankruptcy application against the Party) or if a Party in any other way may be deemed to be insolvent.
- 12.4 Following the termination of this Agreement, irrespective of the cause, Sections 4, 5, 6, 10, 11, 12.4 and 15 will continue to apply without limitation of time.
- 12.5 Following the termination or expiry of this Agreement, the Licensee shall immediately cease to use the Licensed Software, except to extract the Localized Content. The Licensee shall, if applicable, immediately un-install the Licensed Software and according to Localize Direct's instructions destroy or return all copies of the installation media and back-up copies of the Licensed Software and certify in writing to Localize Direct that no copies thereof remain in the Licensee's possession. This does not include content as described in section 5.2.
- 12.6 If this Agreement is terminated during the discounted license fee period the Licensee agrees to pay Localize Direct the full license fee for each month in which the discounted fee has been applied.

13. FORCE MAJEURE

- 13.1 A Party is relieved from liability for a failure to perform any obligation under this Agreement caused by circumstance beyond the Party's control and which could not have been predicted or avoided, such as war, acts of authorities, changes in laws and regulations, labour conflicts, trade or currency restrictions, blockade, fire, flood or similar circumstance, or defects or delays in deliveries from subcontractors or suppliers.
- 13.2 A Party seeking relief from liability in accordance with this section 13 must without delay inform the other Party in writing of the circumstances as well as their cessation.

13.3 Regardless of what is stated regarding relief from liability in this section 13 a Party has the right to terminate this Agreement immediately by written notice to the other Party if fulfillment of a significant obligation under this Agreement is delayed for more than three months.

14. MISCELLANEOUS

14.1 Neither Party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other Party, except to a successor to such Party or its assets (by merger, acquisition, conversion, sale of stock or other equity interests, sale of all or substantially all of the assets of such Party or otherwise). Notwithstanding the foregoing, the Licensee may, without the prior written consent of Localize Direct, transfer and/or assign this Agreement and its rights and obligations hereunder to any party (or parties) to which it has, on or before the effective date of this Agreement, granted a security interest in and/or pledged any of its products that constitute Permitted Projects as security for a credit, loan or other financing transaction (each, a "Secured Party"), and to any assignee, designee, transferee, or licensee of any such Secured Party and/or any entity that purchases the rights to any such product from any such Secured Party.

14.2 In the event of any merger, acquisition, conversion, sale of stock or other equity interests, sale of all or substantially all of the assets of such Party or other similar change of control of Localize Direct, Localize Direct shall require that the successor to its business or assets assume this Agreement and the obligations hereunder.

14.3 The failure of either Party hereto to insist upon the strict adherence to any term of this Agreement on any occasion shall not be considered as a waiver of any right hereunder nor shall it deprive that Party of the right to insist upon the strict adherence to that term or any other term of this Agreement at some other time.

14.4 This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

14.5 No amendment or modification of this Agreement shall be valid and binding unless made in writing and duly signed by the Parties authorized representatives.

15. APPLICABLE LAW AND DISPUTES

15.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden. Any disputes arising from this Agreement that cannot be resolved through negotiation between the parties shall be resolved exclusively by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in either Sweden or Rhode Island, at the option of the party that did not initiate the dispute.

Delivery of an executed counterpart of a signature page to this Agreement by e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

The parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSEE:

BY: W.C. Thomas DATE: 4/9/12

Signature of Authorized Signatory of Licensee

Print Name: William C. Thomas

Title: President/COO

Address: 1 Empire Plaza, Providence, RI 02903

Telephone No.: 401-243-8327

E-mail: bthomas@38studios.com

LOCALIZE DIRECT:

BY: Christoffer Nilsson DATE: 4/10/12

Signature of Authorized Signatory of Localize Direct AB

Print Name: Christoffer Nilsson

Title: Managing Director

Address: Gasverksgatan 9, 252 25 Helsingborg Sweden

Telephone No.: +46 42 181962

E-mail: cn@localizedirect.com

APPENDIX 1

COMMERCIAL LICENSE TERMS

This Appendix states the main commercial terms applicable in relation to this Software License Agreement. Calendar months are used for the pricing, any usage during a calendar month will be counted as a full month with regards to fees.

Initial Term:	The term of this Agreement shall commence from 2011-12-1 and shall end on 2013-12-31.
License Fee:	EUR [300] / month per project until 31 st December 2012 (discounted license fee) EUR [429] / month per project from 1 st January 2013 (full license fee)
Included Users:	[30] per project
Additional Users:	[0] additional users EUR [50] / month per project
Hosting:	EUR [0] / month per server
Permitted Project(s):	Copernicus MMOG (Working Title); 30 Users. In the event of any change in projects or numbers of users, the Licensee will report such changes to Localize Direct within 90 days.
Consultancy:	€60 per hour.
License fee payment plan:	April 15th 2012. €1200 (€300/Month, Dec 2011 to March 2012) April 30 th 2012. €900 (€300/Month, April 2012 to June 2012) July 2012. €900 (€300/Month, July 2012 to Sept 2012) October 2012. €900 (€300/Month, Oct 2012 to Dec 2012) January 2013. €6954 (€429/Month, Jan 2013 to Dec 2013. Also includes €1806 of discounted fees to 31 st Dec 2012)

EXECUTED

Sponsorship Agreement

The following outlines the agreement dated as of January 13, 2012 (the "Agreement") by and between 12:05 AM Productions, LLC ("12:05") and 38 Studios, LLC (including its affiliate 38 Studios Baltimore, LLC ("38 Studios")) regarding 38 Studios' sponsorship of the show *Jimmy Kimmel Live!* ("Show"). The term of this Agreement will commence as of the date hereof and will remain effective until all the deliverables in Paragraph 1 below have been satisfied ("Term"). It is agreed that the Show shall promote 38 Studios' video game entitled "Kingdom of Amalur: Reckoning" (the "Game") as set forth herein

NOW, THEREFORE, in consideration of these promises, and in reliance upon and in consideration of the following undertakings, the parties hereto agree as follows:

1. Grant of Sponsorship Rights. 12:05 and 38 Studios agree on certain items in connection with events surrounding 38 Studios' sponsorship of the Show's programming during the Term that include the following:
 - (a) 12:05 shall produce one (1) live commercial (approximately sixty seconds (:60) in length) ("Live Commercial") for 38 Studios, which will include Curt Schilling ("Schilling") and a Show character(s). The Live Commercial is currently scheduled to pre-tape on January 27, 2012 and is currently scheduled to air on February 7, 2012;
 - (b) The Live Commercial shall include footage from the Game ("Footage"), which will be mutually agreed upon by 38 Studios and 12:05. The Footage will be delivered by 38 Studios to 12:05 as soon as possible in order to be incorporated into the Live Commercial and 38 Studios shall assist 12:05 with incorporating Schilling and the Show character(s) into the Footage. 38 Studios shall be responsible for obtaining any and all consents, clearances and/or waivers and payments of any kind that may be required so as to enable 12:05 to use, broadcast, exhibit and/or display the Footage, including all costs and expenses therefor;
 - (c) 38 Studios shall be responsible for the appearance and participation of Schilling and all costs associated therewith (including any and all related travel/expenses);
 - (d) 38 Studios shall reimburse 12:05 for its production expenses incurred in connection with this Live Commercial in an amount not to exceed Five Thousand Dollars (\$5,000). 38 Studios shall receive an invoice from and make payment to 12:05. Payment shall be due 30 days following receipt of the invoice;
 - (e) The currently scheduled broadcast date and time period is subject to the customary changes that can occur in rescheduling for preemption, emergencies, force majeure, news events, and other matters of a similar nature, including, but not limited to, reprogramming decisions by 12:05 and ABC (as defined below), in their sole discretion. It is also understood and agreed that 12:05 is not responsible for any losses 38 Studios may incur as a result from the rescheduling of the Show, which may occur without notice. In

such event, 12:05 shall use its good faith efforts to reschedule the airing of the Live Commercial on a date mutually agreed to by the parties or if no date is agreed upon, this Agreement shall be terminated and any portion of the production expenses and/or sponsorship fee (as set forth below) already paid to 12:05 shall be promptly refunded; and

- (f) Notwithstanding anything to the contrary stated herein, the concept of the Live Commercial shall be subject to consultation with 38 Studios, shall be in accordance with American Broadcasting Companies, Inc.'s ("ABC") Broadcast Standards and Practices and within 12:05's final discretion. 38 Studios shall have 24-hours (subject to production exigencies) to approve in writing the proposed concept of the Live Commercial, provided that (1) failure to respond within that time shall be deemed approval and (2) once approved, such approved Live Commercial may be used throughout the Term.

2. Sponsorship Fee.

In consideration for the sponsorship rights and benefits granted hereunder, 38 Studios shall pay a sponsorship fee in the amount of Sixty Thousand Dollars (\$60,000) (net) to 12:05.

38 Studios shall receive an invoice from and make payment to ABC on 12:05's behalf. Payment shall be due 30 days following receipt of the invoice.

3. Representations and Warranties.

- (a) The parties represent and warrant that to the extent created and/or furnished by either party or any of their vendors or employees, no element or part of the sponsorship, Live Commercial or any other deliverable hereunder will (i) to the best of either party's knowledge, defame any person or entity or violate any person's rights of privacy or publicity; (ii) infringe the rights of others, including, without limitation, any trade name, trademark or copyright, except that neither party makes any representations regarding the intellectual property of the other party; or (iii) invade or violate any other common law or statutory right.

- (b) 12:05 represents, warrants and covenants to 38 Studios as follows:

- (i) It has full corporate power and authority to enter into this Agreement and perform its obligations hereunder;
- (ii) It will perform its obligations under this Agreement in compliance with all applicable laws, rules and regulations and applicable industry standards;
- (iii) This Agreement, when executed and delivered by 12:05, will be its legal, valid and binding obligation enforceable against 12:05 in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally; and

- (iv) The execution and delivery of this Agreement have been duly authorized by 12:05, and such execution and delivery and the performance by 12:05 of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any third party is required in connection herewith.
- (c) 38 Studios represents, warrants and covenants to 12:05 as follows:
 - (i) It has full corporate power and authority to enter into this Agreement and perform its obligations hereunder;
 - (ii) It will perform its obligations under this Agreement in compliance with all applicable laws, rules and regulations and applicable industry standards;
 - (iii) This Agreement, when executed and delivered by 38 Studios, will be its legal, valid and binding obligation enforceable against 38 Studios in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally; and
 - (iv) The execution and delivery of this Agreement have been duly authorized by 38 Studios, and such execution and delivery and the performance by 38 Studios of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and 38 Studios has obtained or will obtain prior to the airing of the Live Commercial on the Show any and all approvals and/or consents from third parties that may be required in connection herewith.

4. Indemnification.

- (a) 12:05 shall indemnify, defend and hold harmless 38 Studios, its parent, subsidiary and affiliated entities, and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including reasonable attorneys' fees (collectively, "Claims") arising from or connected with any breach of any representation or warranty of 12:05 or failure by 12:05 to perform any of its obligations contained in this Agreement;
- (b) 38 Studios shall indemnify, defend and hold harmless 12:05, its parent, subsidiary and affiliated entities, and their respective directors, officers, employees and agents, from and against any and all Claims arising from or connected with (i) any breach of any representation or warranty of 38 Studios or failure by 38 Studios to perform any of its obligations contained in this Agreement and (ii) infringement of copyright or trademark, resulting from the use and/or display of 38 Studios' intellectual property as contemplated hereby; and

EXECUTED

- (c) In the event the sponsorship involves a contest or sweepstakes, 38 Studios shall indemnify, defend and hold harmless 12:05, its parent, subsidiary and affiliated entities, and their respective directors, officers, employees and agents, from and against any and all Claims arising from or connected with (i) the promotion, use, broadcast, or content of any 38 Studios contest that is promoted within the Show or (ii) 38 Studios' operation, administration, or fulfillment of any 38 Studios contest that is promoted within the Show.

5. Survival.

Performance, expiration or earlier termination of the Agreement shall not affect the continuing warranties, representations and indemnification obligations of 12:05 and/or 38 Studios.

6. Reproduction of materials.

The parties hereby acknowledge that nothing contained herein grants the other party any right, title or interest in the intellectual property of the other. Except as expressly permitted in this Agreement, neither party shall be entitled to use the trademarks, logos, trade names, copyrights, or other intellectual property of the other without such party's prior written consent; provided, however, that 38 Studios hereby grants 12:05 the right to use 38 Studios' trademarks, logos, trade names, copyrights, and other intellectual property (as provided by 38 Studios) as necessary for 12:05 solely to perform its obligations as set forth herein; provided, further, that nothing herein shall prevent 12:05 from using and exploiting the trademarks, logos, or trade names of 38 Studios as contained in and are part of the Show, in whole or in part, in all media whether now known or hereafter devised, in any and all languages throughout the universe and in perpetuity.

7. Press Release.

All public news media announcements and other publicity concerning this sponsorship shall be subject to prior mutual written approval by 12:05 and 38 Studios, not to be unreasonably withheld or delayed.

8. Waiver.

The failure to enforce any provision of this Agreement shall not be construed as a waiver of such provision and shall not affect such party's right to thereafter fully enforce such provision.

9. Termination and Assignment.

- (a) Either party may terminate this Agreement in the event of an uncured material breach by the other party, if said breach, if curable, is not cured within a three (3) business day period after notification of such alleged breach by the non-breaching party.
- (b) Neither party may assign or delegate its performance or any of its rights or obligations under this Agreement without the prior written consent of the other party, which may be withheld for any reason or for no reason whatsoever. Any

attempted delegation without the necessary consent shall be void. Notwithstanding the foregoing, 12:05 may assign its rights hereunder in connection with a sale of all or substantially all of its assets or stock, or in connection with a merger or other corporate reorganization, which assignment shall be effective upon the other party's receipt of written notice thereof. Subject to the provisions of this Paragraph, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. Amendment.

This Agreement constitutes the whole and entire Agreement between the parties with respect to the subject matter of this Agreement and it shall not be modified or amended in any respect, except by a written instrument executed by both parties. This Agreement replaces and supersedes all prior written and oral agreements by and among the parties. Both parties represent, warrant and acknowledge that all representations made by one party to the other party are contained in this Agreement.

11. Governing Law.

- (a) This Agreement shall be construed and enforced in accordance with the internal laws of the state of California without any reference to conflict of law principles. If any provision(s) of this Agreement is determined by any Court of competent jurisdiction or arbitrator to be invalid, illegal or unenforceable in any manner, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid invalidity, illegality or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability be severed, and the remaining provisions of this Agreement shall remain in effect.
- (b) If any controversy or claim arising out of or relating to this Agreement, or the breach of any term hereof, cannot be settled through direct discussions, the parties agree to endeavor to first settle the controversy or claim by mediation conducted in the County of Los Angeles and administered by JAMS under its applicable rules, before commencing any proceedings permitted under this paragraph. If a controversy or claim is not otherwise resolved through direct discussions or mediation, it shall be resolved by binding arbitration conducted in the County of Los Angeles, and administered by JAMS in accordance with the Streamlined Arbitration Rules and Procedures of JAMS or subsequent versions thereof (the "JAMS Rules"), except that the arbitrator shall have authority to entertain a motion for summary judgment by any party. The parties shall have the right to limited discovery as follows: each party may conduct up to three depositions; each party may serve document requests; neither party shall have the right to serve interrogatories or requests for admission. The testimony portion of the hearing shall not exceed five business days, seven hours each day. The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be an experienced arbitrator licensed to practice law in California. Notwithstanding the above requirements, if a party files suit in court or files arbitration before first seeking to mediate, in direct violation of this paragraph, the other party does not have to request mediation to enforce the right to compel arbitration as required under this Paragraph.

EXECUTED

12. Ownership.

All rights of every kind (other than those trademarks, logos, trade names, copyrights and other intellectual property belonging to 38 Studios and its affiliated entities) in and to the show "Jimmy Kimmel Live" including, without limitation, all segments, the Live Commercial, photographs, sound recordings, advertising and promotional materials shall be owned by 12:05 and/or its affiliates, parent companies, etc., and 38 Studios shall have no ownership interest therein other than those it retains in and to 38 Studios' trademarks, logos, trade names, copyrights and other intellectual property; provided, however that, nothing herein shall prevent 12:05 from using and exploiting the trademarks, logos, or trade names of 38 Studios as contained in and are part of the Show, in whole or in part, in all media whether now known or hereafter devised, in any and all languages throughout the universe and in perpetuity.

13. Force Majeure.

If because of an act of God, inevitable accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of terrorism or war, act of government or government instrumentality (whether federal, state or local), failure of performance by a common carrier, or other cause beyond the reasonable control of a party, either party is unable to perform any or all of its obligations hereunder, then such inability will not be a breach of this Agreement; provided that if such period of force majeure continues for a period in excess of ninety (90) days, then either party may terminate this Agreement upon written notice to the other party.

14. No Injunctive Relief.

Notwithstanding anything to the contrary that may be contained herein, 38 Studios acknowledges that in the event of a material breach of this Agreement by 12:05, the Show or any third party, the damage, if any, caused 38 Studios thereby will not be irreparable or otherwise sufficient to entitle 38 Studios or its affiliates, etc. to seek or obtain injunctive or other equitable relief against the production, exhibition or other exploitation of the Show. 38 Studios acknowledges that its rights and remedies in any such event will be strictly limited to the right to recover damages in an action at law, and 38 Studios will not have the right to enjoin the production, exhibition or other exploitation of the Show or any subsidiary or allied rights with respect thereto.

15. Confidentiality.

The parties agree that the terms of this Agreement, including the financial terms, are confidential and shall not be disclosed, except to the respective parties' advisors or as may be required by government authorities and the disclosing party has been notified in advance prior to such disclosure.

EXECUTED

16. Notices.

All notices required or permitted hereunder shall be in writing and shall be either personally delivered, sent by reputable overnight courier or certified mail, return receipt requested, or sent by fax and confirmed by fax answerback and in each case addressed to the parties as follows:

If to 38 Studios:

For Contract:

William C. Thomas
President
38 Studios, LLC
1 Empire Plaza
Providence, RI 02903
Phone: 401-243-8300
Email: bthomas@38studios.com.

For Billing:

38 Studios, LLC
1 Empire Plaza
Providence, RI 02903
ATTN: Accounts Payable
Phone: 401-243-8328,
Email: purchases@38studios.com

If to 12:05 A.M. Productions:

500 S. Buena Vista Street
Burbank, CA 91521
Attn: Anne Pedersen
Fax: 818-460-5916

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17. Counterparts.

This Agreement may be executed and delivered in two or more counterparts, each of which when so executed and delivered shall be the original, but such counterparts together shall constitute but one and the same instrument. In addition, facsimile signatures, or signatures delivered in .pdf or similar electronic format, shall be valid, enforceable, and effective as if they were originals.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

38 STUDIOS, LLC (INCLUDING ITS AFFILIATE, 38 STUDIOS BALTIMORE, LLC)

By 
Name William C. Thomas
Title President

12:05 AM PRODUCTIONS, LLC 

By 
Name Kerry Kennedy
Title SVP, Business Affairs

ENCLOSURE

American Visionary Art Museum

Contract Agreement for Use of Facilities

This agreement is made on the 6th day of January 2012 by and between the **American Visionary Art Museum ("AVAM")** and **38 Studios Baltimore, LLC** ("Client").

A. Rental Space and Premises.

AVAM hereby agrees to make available to the Client, for the exclusive use of Client, the following facilities, at the time, date, and purposes listed below:

FACILITIES:	JRVC 3rd Floor Banquet Room
DATE:	Friday, February 3, 2012
TIMES:	7:00 pm – 11:00 pm
FOR THE SOLE PURPOSE OF:	Big Huge Games Reception
APPROXIMATE # OF GUESTS:	150-225

B. Fee for Rental.

For the use of the facilities, the Client agrees to pay AVAM the following fees:

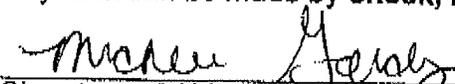
BASE RENTAL FEE – JRVC 3 rd Fl Banquet Room – reception	\$ 6,000.00
EVENT MANAGER FEE - \$35/hr after 6pm	\$ 175.00
SELF-GUIDED TOUR – JRVC 1 st & 2 nd Fl exhibits open	\$ included
OTHER – tables, chairs, stage, basic AV, warming pantry	\$ included

TOTAL FEE DUE TO AVAM: \$ 6,175.00

C. Payment.

A deposit of **\$ 1,250.00**, representing 20% of the total fee for the event is due upon return of this contract to secure the date. **The balance will be due 10 days prior to the event.**

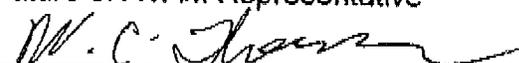
Payment can be made by **check, MasterCard or Visa**, mailed "attn: facility rentals".



 Signature of AVAM Representative

1/12/12

 date



 Signature of Client *William C. Thomas, President*

1/10/12

 date

 type of credit card and number

 exp. Date Code

 name on credit card (printed)

 zip code of cardholder

American Visionary Art Museum

Facility Rental Policies, Rules & Regulations

Catering.

A Maryland licensed off-premise caterer from AVAM's approved list must provide all catering services. The caterer is responsible for all rentals (tables, chairs, linen, etc.) for most spaces. Tables & chairs are included in the rental of the JRVC banquet space. The client should schedule a site visit with the caterer and AVAM Facility Rental Coordinator at least 3 weeks prior to event. **Food and beverages are allowed only in specified areas of the facility.** In accordance with the law, all alcoholic beverages must be served by representatives of a licensed caterer, and the Museum forbids the serving of alcohol to anyone under the age of 21, or to anyone who appears to be intoxicated. All events serving alcohol must provide the appropriate amount of food for guests. **All bars must close one-half hour prior to the scheduled ending time of the event.**

Set Up, Breakdown & Clean Up.

The caterer is responsible for all set up and breakdown of the event space. If no food & beverage is being served, it is solely the responsibility of the client to provide all rentals and set up and breakdown the space. The facility should return to its original order following an event. The Museum reserves the right to charge a fee to any caterer who has not worked at AVAM before, or to any client who is responsible for clean up themselves.

Cancellation Policy.

50% of the deposit given at the signing of the contract will be refunded, provided cancellation occurs in writing at least 120 days prior to the event. However, if the event is scheduled during a premium month (May-June, September-October), the deposit is NOT refundable. If the event is rescheduled, the original deposit may be transferred provided the new event date is within the same calendar year.

Inability to Perform.

AVAM shall be excused from providing the rental to the Client if prevented, delayed, or hindered by act of God, fire, flood, war, explosion, inability to procure labor, equipment, supplies, failure of transportation, strike, or other causes, whether enumerated herein or not, beyond the control of AVAM. In the event of a power outage, AVAM will not be responsible for any expenses incurred by the Client if the event is not cancelled or rescheduled (ie: generators, tables & chairs, lighting, etc.).

Decorations.

The use of decorations is at the discretion of AVAM staff. Covering or attaching decorations to any artwork is not permitted. **No candles or potted plants are permitted in the main Museum interior or 1st floor JRVC, and no balloons are permitted in any of our spaces.**

Photography.

Photographs may be taken in approved areas of the Museum only. **No photography is permitted in the galleries.** We would appreciate it if you would please notify your guests of this ahead of time.

Printed material.

All printed materials for an event are subject to Museum approval. All copy and artwork should be reviewed by AVAM personnel before printing. **The Museum should receive a set of printed materials for its files (e.g. invitations, flyers, tickets, etc.).**

Security.

The Museum supplies trained security staff for each event whose sole priority is the safety of the Museum and artwork. It is up to the discretion of AVAM staff to decide how much security is necessary for each event. These charges will be reflected in the contract.

Liability.

The Museum has the right to object to any act that may harm the artwork or jeopardize the integrity of the facility. You agree to assume responsibility and liability for damages to the building or its contents that result from the negligence or willful misconduct of you the Client, your guests or the uninsured vendors you selected, up to \$25,000 dollars. As well, any personal injury's incurred as a result of you the Client, your guests or the uninsured vendors you selected for the event, for an amount up to 2 million dollars. These liabilities should be insured and evidenced by a certificate of insurance, provided to AVAM, prior to the date of the event. AVAM shall remain liable for the gross negligence or intentional misconduct of its owners, agents and employees.

American Visionary Art Museum

Baltimore City Candle Regulation

The Baltimore City Fire Department has passed a regulation concerning the use of candles in the City. As of May 1, 2003, all restaurants and special event venues must obtain a permit to use candles in their establishments. AVAM has obtained the necessary annual permit, and will therefore need to approve all candles to be used at the Museum during special events.

The candle restrictions are as follows:

- Candles must be enclosed, including a cover, with non-combustible material. Exception: Votive type candles are not required to have a cover if the top of the candle flame is at least 3 inches from the top of the enclosure.
- Candle enclosures must have a non-combustible stand or base.
- Unless otherwise approved by fire official, candles must be on dining tables only.
- Candles or other open flame devices are prohibited in means of egress, aisles, corridors or areas when occupants stand.

I have sent a notice to all caterers regarding this matter. However, please be advised that any candles provided and used by you or the caterer must also be inspected and approved by AVAM before the event.

These guidelines will be strictly enforced. If the fire inspector shows up and finds any unapproved candles being used, the event will be shut down and the Museum will incur a \$250 fine, which will be passed on to the responsible party – client and/or caterer.

The guidelines pertain to any event held in our Sculpture Barn & Wildflower Garden and JRVC Banquet space. There are NO candles of any kind permitted in any of the Museum main building spaces or the JRVC 1st floor exhibit area.

MICHELLE COUDRIER-FCO
AVAM Representative/Title (printed)

1/12/12
DATE

Michelle Coudrier
AVAM Representative (signature)

William C. Thomas, President
Client (printed)

1/10/12
DATE

W.C. Thomas
Client (signature)

American Visionary Art Museum

American Visionary Art Museum Facility Rental Contract Addendum

Please initial each of the following guidelines, sign and date the bottom of this form.

WCB You **must** contact AVAM with the name(s) of any vendor(s) NOT on the approved or recommended list **PRIOR to contracting their services** to ensure they are approved to work at the museum.

WCB All rentals (tables, chairs, linen, glassware, kitchen equipment, etc.) must be delivered the day of the contracted event (not before).

WCB All rentals must be picked up **immediately** after the contracted event is scheduled to end.

WCB If any equipment absolutely cannot be picked up the night of the event, it must be picked up the next morning between 8am and 10am.

WCB The caterer has (3) hours before the event is contracted to start to set-up the space, and (1) hour after the event is contracted to end to breakdown, clean, and load-out. Any additional hours requested for set-up or breakdown will be subject to an additional fee of \$250/hr. **Breakdown of any event cannot go past Midnight.**

WCB All sub-contracted vendors (lighting, décor, florist, band, etc.) must be approved by AVAM. A full contact list of vendors must be forwarded to AVAM at least one week prior to contracted event so vendors can receive and sign the vendor guidelines.

WCB A walk-through is not required but may be scheduled with the client, caterer, sub-contracted vendors, and AVAM at least (3) weeks prior to contracted event.

WCB Under no circumstances may the street meters along Covington Street and/or Key Highway be bagged for an event. Some larger events have requested bagged meters through the City; however, this devastates Museum attendance and creates a tremendous amount of ill will with the neighborhood, and it will be considered a violation of this contract.

WCB The on-site parking at AVAM is very limited, so we DO NOT offer parking for catering staff or sub-contracted vendors. Catering trucks may unload into the event space and then park in the front service lane (for Barn events) or in the staff parking lot (for JRVC events), as well as large equipment trucks for entertainment. Sub-contracted vendors may pull into our front service lane to unload, but then they must move their vehicles off-site. Please make sure all subcontracted vendors (bands, DJ's, photographers, etc.) are aware of this situation.

WCB AVAM has the right to object to any act that may harm the artwork, building, or jeopardize the integrity of the facility.

WCB A minimum \$250 clean up fee will be charged for any items left behind or bulk items disposed of in the AVAM dumpster without **advanced** permission. This includes (but is not limited to) chuppahs & arches, floral arrangements, décor items, drapery, plants, signage, alcohol, etc.

WCB AVAM artwork in all interior and exterior spaces is subject to change without advanced notice.

W.C. Thomas
Client Signature: William C. Thomas, President

Date 1/18/12



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 15 Pacella Park Drive Suite 240 Randolph MA 02368	CONTACT NAME: Kim Ly PHONE (A/C, No, Ext): (781) 986-4400 FAX (A/C, No): (781) 963-4420 E-MAIL ADDRESS: kly@risk-strategies.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Chubb & Sons</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Chubb & Sons		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :														
INSURED 38 Studios, LLC, ETAL One Empire Plaza Providence RI 02903														

COVERAGES **CERTIFICATE NUMBER:** CL11101841400 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			35865223 EUC	10/15/2011	10/15/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>			73544187	10/15/2011	10/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79859013	10/15/2011	10/15/2012	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	08WECRI3927	10/15/2011	10/15/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	RI-PROPERTY MD-PROPERTY			35865223 EUC	10/15/2011	10/15/2012	BLANKET LIMIT \$15,000,000 BLANKET LIMIT \$2,100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 American Visionary Art Museum is Additional Insured to General Liability and Umbrella per written contract with respects to the February 3, 2012 event

CERTIFICATE HOLDER

American Visionary Art Museum
 800 Key Highway
 Baltimore, MD 21230

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Michael Christian/KIL *MIC Christian*

To:	Andy Johnson	From:	Stephen Wickes	BABEL
✉:	ajohnson@38studios.com	✉:	stephen.wickes@babelmedia.com	
Date:	31 January 2012	☎:	1 760.889.9009	
		✍:	Vice President of Sales - Americas	

Quote no:
Q-12279/01
Title:
Website screenshots LQA
Platform(s):
PC

Project Description
Localization QA services on Amalur website screenshots

PC & C QA

Description	Comments	Quantity	Units	Rate	Price
QA Coordinator		5	Hour	\$32.00	\$160.00
Localisation QA English US - French		5	Hour	\$32.00	\$160.00
Localisation QA English US - German		5	Hour	\$32.00	\$160.00
Localisation QA English US - Spanish (Castilian)		5	Hour	\$32.00	\$160.00
Localisation QA English US - Italian		5	Hour	\$32.00	\$160.00
Total PC & C QA					\$800.00

QUOTE SUMMARY

Total	\$800.00
--------------	-----------------

LOCALIZATION QA QUOTE ASSUMPTIONS

- The rates specified do not include late night, weekend work or overtime. These rates are as follows:
 - Weekday overtime: Standard rate plus 25%
 - Weekend work: Standard rate plus 50%
 - Weekend overtime: Standard rate plus 50%
 - Public Holidays: Standard rate plus 50%
- Cut-off times are as follows:

PRE-PRODUCTION / PROJECT SETUP PHASE				
	From October to June		From July to September	
	FIGS	Non-FIGS	FIGS	Non-FIGS
Booking a team for a new project	3 working days prior to QA work starting	5 working days prior to QA work starting	5 working days prior to QA work starting	7 working days prior to QA work starting
Emergency bookings	If the notice given is less than stated above, Babel will do its utmost to accommodate the requirement but cannot guarantee that resources will be available. If resources are available, a 10% rush charge will apply. If resources are not available, the Babel Project Manager will present an alternative solution.			

To:	Andy Johnson	From:	Stephen Wickes	BABEL
✉:	ajohnson@38studios.com	✉:	stephen.wickes@babelmedia.com	
Date:	31 January 2012	☎:	1 760.889.9009	
		✍:	Vice President of Sales - Americas	

- At the end of the Pre-production phase, Babel will book resources according to the Project Schedule provided to the client by the Pre-production Coordinator. If during Production the duration of QA rounds changes from that initial schedule, the following cut-off times will apply.

PRODUCTION PHASE	
Cancelling a team booking*	Between 9.30am GMT/BST and 3pm GMT/BST - 10am EST the day before QA is due to take place: half day cancellation charge will apply if the team cannot be re-allocated.
	After 3pm GMT/BST - 10am EST the day before QA is due to take place: full day cancellation charge will apply if the team cannot be re-allocated.
	On the day QA is due to take place: full day cancellation charge will apply.
Extending a team booking by a day*	By 3pm GMT/BST - 10am EST the previous working day
Emergency bookings*	If after 3pm GMT/BST - 10am EST the client requires the booking for an existing test team to be extended OR If after 9.30am GMT/BST – 9am EST the client requires a new team to be booked for same-day testing, then Babel will do its utmost to accommodate the requirement but cannot guarantee that resources will be available. If resources are not available, the Babel Project Manager will present an alternative solution.
Changing test hardware platform less than 5 kits*	By 3pm GMT/BST - 10am EST 2 prior working days
<ul style="list-style-type: none"> These requests must be confirmed in writing to the Project Manager. 	

To:	Andy Johnson	From:	Stephen Wickes	
✉:	ajohnson@38studios.com	✉:	stephen.wickes@babelmedia.com	
	31	☎:	1 760.889.9009	
Date:	31 January 2012	✍:	Vice President of Sales - Americas	

Payment Terms

- This quote is in US Dollars.
- Total cost stated excludes any applicable taxes.
- Babel's payment terms are 30 days maximum from date of invoice.
- Projects will be invoiced to the client at the end of each service line.
- Any project scheduled over month end will be invoiced using monthly spend reports.
- **This quote is valid for 30 days from the date listed above.**
- **This quote is to be read in conjunction with the agreed Terms and Conditions. All services are provided subject to these Terms and Conditions.**

For approval of the above quote please sign and date below, then scan and email to your Babel contact and to contracts@babelmedia.com.

38 Studios approval:


Signature:

Name (Printed): William C. Thomas, President

Date: 1/30/12

PO Number:

Quote Number: Q12279/01

BayCross Capital Group, LLC
75 Arlington Street, 5th Floor
Boston, MA 02116
(617) 273-8477 (office)
(617) 507-1256 (fax)
www.baycrosscapital.com

CONSULTING AGREEMENT

This Agreement is made on March 28, 2012 between 38 Studios, LLC (the "Company") and BayCross Capital Group, LLC (the "Consultant"), and is effective on March 28, 2012. The Consultant has extensive experience regarding debt financings, business development and investing, and the Company seeks to benefit from the Consultant's expertise by retaining the Consultant on a non-exclusive (except as to services provided in connection with Approved Prospects as defined below, which services shall be exclusive), and best-efforts basis. The Consultant wishes to perform consulting services for the Company. Accordingly, the Company and the Consultant agree as follows:

Services

The Consultant shall provide advice and consulting services to the Company with respect to matters related to sourcing, reviewing, and negotiating debt capital solutions for the Company. The Consultant will provide such services on a non-exclusive (except as to services provided in connection with Approved Prospects as defined below, which services shall be exclusive), and best-efforts basis with the understanding that the Company shall retain the right to identify potential investors for the Company and/or hire and appoint persons other than the Consultant to identify potential investors.

From time to time, the Consultant shall provide to the Company a list in writing of proposed investor prospects to be contacted by or on behalf of the Company, all of which shall be "accredited investors" within the meaning of the United States Securities Act of 1933, as amended. Upon receiving such list, the Company shall promptly notify the Consultant in writing as to which, if any, of such prospects are to be contacted by or on behalf of the Company (each, an "Approved Prospect"). The Company shall be entitled to accept or reject any prospect as an Approved Prospect in its sole discretion. The Consultant's duties shall be limited to: (a) contacting Approved Prospects; (b) introducing Approved Prospects to the Company; (c) if requested by the Company, facilitating initial discussions between Approved Prospects and the Company; and (d) performing such other activities customarily performed by a finder in connection with the foregoing as the Company may request.

Compensation

If an Approved Prospect invests capital in the Company during the term of this Agreement or within the 12 month period following expiration or termination of this Agreement, the Company will pay the Consultant a Success Fee equal to 2% of the capital funds actually received from the Approved Prospect, to be paid via wire transfer within 5 business days after actual receipt of the capital funds.

If the Company requests in writing that the Consultant provide services which the parties agree are outside of venture debt pursuits as described



herein, Consultant will be paid \$200.00/hour with no Success Fee.

The Company also agrees to reimburse Consultant for any reasonable out of pocket expenses related to providing consulting services, provided that such expenses were pre-approved in writing by the Company.

Billing

The Consultant will provide Company monthly invoices for compensation and expense reimbursement owed, if any, and Company agrees to pay Consultant within 30 days of invoice receipt.

Competition

The Consultant represents to the Company that the Consultant does not have any agreement to provide consulting services to any other party, firm, or company in the same industry on matters relating to the scope of this consultancy or this Agreement, and will not enter into any such agreement during the term of this Agreement.

Confidentiality

The parties may, from time to time, in connection with work contemplated under this Agreement, receive information about, and access to confidential information or materials of the other ("Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of any of the other party's Confidential Information to third parties for a period of three years from receipt thereof. The recipient may acquire information that pertains to the discloser's business, finances, processes, equipment, programs, developments, or plans that is both (i) disclosed or made known by the discloser to the recipient and (ii) identified in writing as "proprietary" or otherwise understood to be confidential or proprietary based on the nature of the information or the circumstances of the disclosure. The recipient agrees not to disclose any Confidential Information to third parties or to use any Confidential Information for any purpose other than performance of the services contemplated by this Agreement, without prior written consent of the Company. In addition, the Consultant agrees to maintain confidentiality of the Confidential Information per the parameters specified in the executed Non-Disclosure Agreement and comply with the non-use and non-disclosure obligations set forth therein.

With respect to maintaining Company Confidentiality with potential investors/financiers, Consultant agrees to obtain signed Confidentiality Agreements (in a form acceptable to the Company) from interested lenders before disseminating any Material Non-public information (including Confidential Information as defined herein).

Term and Termination

This Agreement shall be for a term of approximately three months beginning March 21, 2012 and ending on June 30th, 2012, and may be renewed by the mutual written agreement of the parties on the same or reasonable terms and conditions as may be agreed upon by the Company and the Consultant. This Agreement will terminate prior to June 30th, 2012, if the financing is completed before then, or if the Company or Consultant provide 7 days written notice of termination for convenience or material breach to the other party.




The Company's payment obligations and the Consultant's confidentiality obligations, as set forth herein, shall survive expiration or any termination of this Agreement.

Miscellaneous

This Agreement shall inure to the benefit of and be binding upon the respective heirs, successors, representatives, and assigns of the parties, as the case may be.

Company agrees payments to Consultant will be made via check or bank wire. If payment is made by wire, Company agrees to pay Consultant via the following instructions:

Company name: BayCross Capital Group, LLC
Bank Name: Citibank NA
ABA #: 221172610
Account #: 1255202151

The relationship created by this Agreement shall be that of independent contractor, and the Consultant shall have no authority to bind or act as agent for the Company or its employees for any purpose.

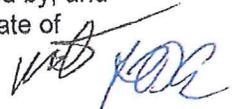
The Consultant agrees to comply with all laws and regulations applicable to the Company, the proposed investment transaction and to Consultant's obligations under this Agreement. The Consultant represents and warrants that Consultant has obtained any and all registrations, licenses and governmental approvals required in order to perform Consultant's obligations under the terms of this Agreement and undertake to maintain in full force and effect, and to conduct Consultant's activities under this Agreement in compliance with the applicable requirements of, all such registrations, licenses, governmental approvals, laws or regulations applicable to such activities.

This Agreement replaces all previous agreements and the discussions relating to the subject matters hereof and constitutes the entire agreement between the Company and the Consultant with respect to the subject matters of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of the Company, or by any written documents unless the modification is sent via email by an officer of the Company and confirmed via email by the Consultant, or unless the modification is set forth in a duly executed written agreement.

Any term or provision of this Agreement that is deemed invalid, contrary to, or prohibited under applicable laws or regulation of any jurisdiction shall be invalid and severable, and after any such severance all other provisions hereof shall remain in full force and effect.

An online data room may be used to streamline the dissemination of information to Financing Sources, after an NDA is signed. Consultant recommends Intralinks. The Consultant's cost for Intralinks is \$900.00 for three months for up to 100M of data, which will be a pass-through cost directly to the Company provided Company agrees in writing to use of Intralinks. Consultant is amenable to using any data room solutions the Company owns, as well.

This Agreement and the rights and obligations hereunder shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of





BayCross Capital Group, LLC

Rhode Island, without regard to conflicts of laws principles. The parties agree to submit all disputes between them arising from or relating to this Agreement to the exclusive jurisdiction of the courts of the State of Rhode Island.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

By: *M. C. Thomas*
38 Studios, LLC

By: *Paul B. ... 3/28/12*
BayCross Capital Group, LLC

CHARM CITY CAKES

2936 REMINGTON AVENUE BALTIMORE, MD 21211
 410.236.9229 WWW.CHARMCITYCAKES.COM

CONTRACT # 4198

CLIENT BAKING BALTO

NAME..... Gayle Keldel
 COMPANY..... 38 Studlos Baltimore, dba Big Huge Games
 ADDRESS..... 1954 Greenspring Drive
 Suite 520
 Timonium, MD 21093
 PHONE..... 443-279-1567
 EMAIL..... gkeldel@bighugegames.com

EVENT DATE..... Fri 2/3/12
 RECEPTION SITE..... AVAM - Rouse Center / JRVC banquet room
 DELIVERY ADDRESS.... 800 Key Highway | Baltimore, MD
 VENUE PHONE..... (410) 244-1900
 DELIVERY TIME..... 5pm

PRICE..... \$3,900.00
 DELIVERY FEE..... \$40.00
 TOTAL..... \$3,940.00
 DEPOSIT..... \$1,970.00
 TOTAL PAID.....
 BALANCE..... ~~\$3,940.00~~
 [DUE BY 1/20/12] 0.00
 2ND CHARGE OK? ★★★

PAYMENTS
 1.27.12 MASTER
 \$3940.00

CAKES TBS..... 3 sheet cakes *
 ALLERGIES.....
 SERVINGS..... 205 tbc

QTY	SIZE	SHAPE	CRVD	FLAVOR
1			<input checked="" type="checkbox"/>	Red Velvet
			<input type="checkbox"/>	
1			<input type="checkbox"/>	Brownie
1			<input type="checkbox"/>	Tiramisu
1			<input type="checkbox"/>	Carrot
			<input type="checkbox"/>	
			<input type="checkbox"/>	

SPECIAL BAKING INSTRUCTIONS

DESIGN

OCCASION..... "Kingdoms of Amalur: Reckoning" video game release party

DESCRIPTION
 A carved, 3D cake sculpture of a large, standing Boggart, roughly 30 inches tall, with servings for 55, and special effect illuminated 'glowing' eyes.

CAKE COLOR(S).....
 ACCENT COLOR(S).....
 FLOWERS FRESH GUMPASTE....
 TOPPER.....
 GUMPASTE.....

FRI

DECORATOR.....

CHARM CITY CAKES

2936 REMINGTON AVENUE BALTIMORE, MD 21211
410.235.9229 WWW.CHARMCITYCAKES.COM

CONTRACT #

CLIENT TO PROVIDE

- DAY-OF CONTACT NAME AND CELLPHONE NUMBER
- FLAVOR CHOICE(S)
- OTHER

FINAL SERVINGS COUNT

ALL ITEMS ABOVE MUST BE PROVIDED TO CHARM CITY CAKES
NO LATER THAN FRI, 1/20/12.

NOTES

BALTO

APPOINTMENT DATE 1/18/2012
BY gca/em
SKETCH

DELIVERY INSTRUCTIONS

RECEPTION SITE AVAM - Rouse Center / JRVC banquet room
DELIVERY ADDRESS 800 Key Highway | Baltimore, MD
VENUE PHONE (410) 244-1900
DELIVERY TIME 5pm
EVENT START TIME 7:00 PM

DAY-OF CONTACT *Gayle Keidel*
CELLPHONE NUMBER *443-632-8536*

DELIVERY BY
EST TIME \$40

SPECIFIC INSTRUCTIONS FOR DELIVERY

CHARM CITY CAKES

2936 REMINGTON AVENUE BALTIMORE, MD 21211
410.235.9229 WWW.CHARMCITYCAKES.COM

CONTRACT #

BALTO

Payment and Refund Policy

Your event date will be held for you through the date of your appointment or quote, and for five (5) days afterwards. If we do not receive a signed contract and non-refundable 50% deposit within five (5) days of your appointment or quote, your date may become unavailable.

A 50% non-refundable deposit is required to confirm your date. Your order is not confirmed until we have received a signed contract and 50% non-refundable deposit. The remainder of your payment is due in full at least two weeks prior to your event. If your order is canceled, your balance payment is refundable provided Charm City Cakes is notified at least five (5) business days prior to the event. There is no payment refund on orders canceled within five (5) business days of the event.

Payment may be made by cash, check (made out to "Charm City Cakes") or credit card (Visa, MC, AmEx, or Discover). Cake orders placed within two weeks notice require payment in full by credit card or cash at the time of ordering.

Contract Amendments and Changes

Any changes or additions to this contract must be made at least two weeks prior to the event date. No changes to the design, flavor, or delivery/pick-up details can be made once the event is two weeks out. Client must provide all information listed on "Client to Provide" portion of this contract at least two weeks prior to the event date.

Delivery of Cake by CCC

Your contract/quote includes the cost of your cake, as well as delivery and setup fees if applicable. Charm City Cakes cannot guarantee delivery by any specific staff member.

Cakes must be delivered prior to the start of your event. Our delivery staff typically need 30-60 minutes to complete the cake on site and that is not something we can do with an active and vocal audience present. The level of detail work on our cakes is very minute, and cake decorating is very tricky work...when people hoard our delivery people it makes them anxious, and when they get anxious their hands shake. You do not want shaky hands on your delivery person. We ask all clients to please allow 30-60 minutes of uninterrupted and undisturbed time for our delivery people to complete set up. This means they need to be left alone: not bothered and not photographed. You are welcome to ask the delivery staff to pose for a photo once they have completed set up of the cake.

Delivery of your cake does not include any media contact, speaking to a large crowd, or interviews by our delivery staff. This type of interaction constitutes a formal appearance. Formal appearances are not included as part of this contract and must be contracted and approved independently at least two weeks prior to the event. Formal appearance requests are handled by Creative Artists Agency (424-288-2000). Please note CAA operates independently from the bakery and as such, separate contracts and payments must be coordinated through them.

Self-Transport of Cake by Client

While it is generally not a problem for clients to transport smaller cakes, self-transporting any cake is at your own risk. Charm City Cakes does not recommend clients self-transport 3D/sculptural cakes, cakes over 2 tiers tall, or any cake more than 3 hours. When you pick up your cake, please make sure there is a sizable completely flat surface in the vehicle on which to place the cake. A SUV, van, station wagon, or hatchback is recommended. Your cake must be kept at or slightly below room temperature (75 degrees F), away from direct sunlight and on a completely flat surface in order to transport. Failure to keep the cake at or slightly below room temperature (75 degrees F), out of direct sunlight, or completely flat may result in damaging the cake. Charm City Cakes is not responsible for any damage that may occur to any client-transported cake once it has left our bakery.

CHARM CITY CAKES

2936 REMINGTON AVENUE BALTIMORE, MD 21211
410.235.9229 WWW.CHARMCITYCAKES.COM

CONTRACT #

BALTO

Storage and Display of Cake

Your decorated cake must be kept at or slightly below room temperature (75 degrees F) and out of direct sunlight at all times. Failure to keep your decorated cake at 75 degrees F and out of direct sunlight may result in damage to your cake. If the cake is displayed or stored in a room or area above 75 degrees F or in direct sunlight for any amount of time, Charm City Cakes cannot be held responsible for any damage to the cake.

Decorated cakes must never be refrigerated. Refrigeration will cause condensation on the exterior fondant of the cake which will ruin the decoration, and leave you with a wet and soggy cake.

However, please note that boxed sheetcakes should be refrigerated. They should be removed from refrigeration at least one hour prior to serving, and served at room temperature.

Cake Publicity

We love to show off pictures and videos of our awesome cakes on the web and with the press. In addition to photo or video reproductions of the cake, we occasionally personalize the publicity by attributing the cake order to its awesome client or company. All other client information (including addresses, contact information and cake price) is strictly confidential and will never be released under any circumstance. If you do not want reproductions of your cake picture and/or your client name shared publicly, please check one of the following two boxes:

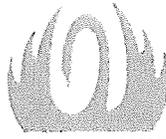
I am okay with Charm City Cakes sharing images and/or video of my cake, but I do not want my personal name and/or company name shared publicly.

I do not want images or video of my cake or my personal name and/or company name shared publicly.
Mums the word!

CLIENT SIGNATURE  DATE 1/19/12

William C. Thomas
PRINT NAME

 DATE 1/23/12
AUTHORIZED GCO STAFF MEMBER



CHEF'S EXPRESSIONS
fashionable catered events

CONTRACT

Event ID: 2582
Event: Big Huge Games Ship Party
Date: Friday, February 3, 2012
Time: 07:00 PM - 11:00 PM
Guest: 200
Location: American Visionary Art Museum

Customer: Christine O'Brennan
1954 Greenspring Dr. Suite 520
Timonium
MD 21093
(443) 279-1567

STAFFING

1 Catering Staff Billing

This includes event 3 hour set-up and 1 hour break-down. The recommended service for your event is as follow:

- 1 Supervisor**
- 10 Server/Site 1**
- 4 Bartender/Site 1**
- 1 Head Chef / Store**
- 1 Kitchen Chefs/ Store**
- 4 Kitchen Chef/ Site 1**
- 1 Pantry 1/ Site**
- 1 Event Coordinator**

BAR

Chef's Premium Bar

Absolut Vodka, Tanqueray Gin, Glen Levit 12 Year Old Scotch, Jim Beam Bourbon, Bacardi White Rum, Crown Royal Blended Whiskey, Chef's Select Red, Chef's Select White, Chef's Select Rose', Amstel Light, Sam Adams, Heineken, O'Douls, Coke, Diet Coke, Sprite, Juices, Lemonade, Iced Tea, and Mixers, Bottled Spring Water, Sparkling Water, Lemons, Limes, Cherries, Olives & Ice. THIS INCLUDES BAR SERVICE ONLY. SPECIALTY DRINKS OR TABLE SERVICE IS NOT INCLUDED AND WILL BE AN ADDITIONAL CHARGE.

OTHER ARRANGEMENTS

The following items are included in your price:

Chef's Expressions Customed Designed Menu at \$75.46 per person based on 200 Adults, \$18 per person based on 0 Children, \$28 per person based on 0 Vendors, Service Staff for your 4.00 hour Corporate, White Ceramic or Gold Rimmed China, Polished Silver Service, Cut Glass Stemware, and all necessary Kitchen, Bar and Coffee Equipment. An Event Coordinator will be available to assist you with all the details of your event.

An 18 % service charge will be applied to food, equipment and bar charges.

This fee has been waived as a courtesy to you. All gratuities are left to the discretion of the Host.

Linens

Satin, Pintuck or Bengaline linens have been included for 20 guest tables (mixture of 48" seated and 36" cocktail tables), and 20 banquet tables (10 for food stations, 6 for bars, 1 for DJ and 3 for registration, or as needed). Linen Cocktail napkins will be available at the stations. Linen colors and styles still to be determined. Additional linens may be needed following final walk through.

Tables

Chef's Expressions will provide 8 48" rounds for seating. This cost is included in rentals. Final details will be determined after discussing the decor of room.

Chairs

56 Natural Wood Barstools have been added to the rentals for seating at cocktail tables at a cost of \$9.00 per chair. Delivery is approximately \$150 (\$150 included in rentals currently) dependent on AVAM's availability for pick up.



CHEF'S EXPRESSIONS
fashionable catered events

CONTRACT

Event ID: 2582
Event: Big Huge Games Ship Party
Date: Friday, February 3, 2012
Time: 07:00 PM - 11:00 PM
Guest: 200
Location: American Visionary Art Museum

Customer: Christine O'Brennan
1954 Greenspring Dr. Suite 520
Timonium
MD 21093
(443) 279-1567

TERMS & CONDITIONS

PRICING: The price for this event is based on the estimated guest count listed on this contract. This price also includes all cooking equipment necessary to carry out this event. If the guest count decreases your price per person will increase to cover fixed costs associated with the event.

STAFFING: In addition to the serving time stated on your proposal, we will provide ample set-up and clean-up time. Any additional service time requested by client however, will be billed at a rate of \$37.00 per hour per server.

PERSONAL ITEMS: From time to time, Chef's Expressions will be asked to deliver, setup and / or return personal items provided by the client. Chef's Expressions will take no responsibility if this item is broken, stolen or misplaced.

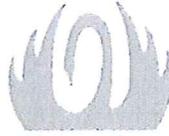
TABLE & CHAIR RENTALS: If tables and chairs are rented by the caterer, an additional fee for delivery and pickup will apply. Each location has its own policy regarding delivery and pickup times. This fee can vary from \$50.00 - \$400.00 depending upon rental company, date of event and times of delivery / pickup.

GRATUITY: No gratuity will be placed on your bill. **Gratuities are always appreciated**, but it is completely up to your discretion whether a gratuity is left for the servers, bartenders and kitchen staff.

BAR: A bar price list may be provided upon request. Under Maryland State Law you may only purchase your alcoholic beverages from a liquor licensed caterer when holding the event outside of your residence. Chef's Expressions number is #CG-00844. Please be aware that many off-premise locations require us to close the bar 15-30 minutes prior to the contracted event conclusion.

MARYLAND STATE LICENSES, CERTIFICATES and PERMITS ~ State of Maryland Traders License ~ #03368583; Maryland Sales & Use Tax License ~ #03152139; Food Service Facility Permit, Baltimore County ~ #PT0001601-PT000487, Catering Id # 97-002; Serve-Safe Certificate # 6967793 (Executive Chef John Walsh); Department of Permits and Development Management, Wastewater Discharge Permit # 119799; Workers Compensation Policy Number #4018040035.

CANCELLATION: In the event a cancellation is 120 days or more before the event date 50% of your deposit(s) or \$500.00, whichever is less, will be returned. If cancellation is less than 120 days, but more than 21 days before the event we will retain the entire deposit. If cancellation is 21 days or less before the party time, we will retain the deposit or you will be responsible for the agreed upon deposit not yet submitted with the signed contract. In addition if cancellation is less than 21 days before the



CHEF'S EXPRESSIONS
fashionable catered events

CONTRACT

Event ID: 2582
Event: Big Huge Games Ship Party
Date: Friday, February 3, 2012
Time: 07:00 PM - 11:00 PM
Guest: 200
Location: American Visionary Art Museum

Customer: Christine O'Brennan
1954 Greenspring Dr. Suite 520
Timonium
MD 21093
(443) 279-1567

party, you will be responsible for the entire cost of the party. If a deposit has been rendered and the contract has not been signed, that deposit will be under the same stipulations.

The caterer is in no way responsible for failure to provide services due to strikes, floods, fires, severe snow storms, power failure, location unavailability, contract negotiations or acts of God.

INCREASES: For a party scheduled 90 days in advance, we reserve the right to increase food costs should our costs increase due to market fluctuations.

GUARANTEE: We request that you notify Chef's Expressions with a guaranteed head count ten days before the event. This guarantee will be the basis for your final billing charges. No reduction in guest count reported after this date can be made after that time. JM (initial)

DEPOSIT RECEIVED: A deposit of \$10,000.00 was received on 1/23/2012

UPDATED BALANCE (including Maryland State Sales Tax): The final balance of your event \$22,034.50 is DUE FIVE BUSINESS DAYS PRIOR to the Event Date. JM (initial)

There will be a 5% service charge for any payments over \$500.00 made on a credit card. All credit card purchases must be pre-approved and receive proper authorization prior to the event. JM (initial)



CHEP'S EXPRESSIONS
fashionable catered events

CONTRACT

Event ID: 2582
Event: Big Huge Games Ship Party
Date: Friday, February 3, 2012
Time: 07:00 PM - 11:00 PM
Guest: 200
Location: American Visionary Art Museum

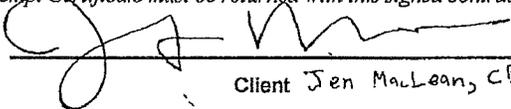
Customer: Christine O'Brennan
1954 Greenspring Dr. Suite 520
Timonium
MD 21093
(443) 279-1567

SUMMARY OF ESTIMATED COST

Menu:	\$15,092.25
Beverage:	\$4,830.00
Service:	\$6,564.80
Equipment:	\$3,597.48
Other Arrangement:	\$0.00
Sub Total:	\$30,084.53
MD Sales Tax (6%):	\$1,515.27
MD Alcohol Tax (9%)*:	\$434.70
Event Total:	\$32,034.50
Deposit:	\$10,000.00
Remaining Balance:	\$22,034.50

Please return a signed copy of this contract with your deposit in order to secure your date selection. Sales Tax will be added to all non tax-exempt bills. A Tax Exempt Certificate must be returned with this signed contract or you will be charged Sales Tax.

Accepted by:


Client Jen MacLean, CEO

Date:

1-23-12

Accepted by:

Bonny Opper 

Date:

January 23, 2012

*As of July 1, 2011, Maryland increased tax on alcohol and alcohol service to 9%. All additional service, food, rentals, and non-alcoholic beverages are taxed at 6% Maryland Sales Tax.



EVENT DECOR

January 24, 2012

Christine O'Brennan
Big Huge Games
1954 Greenspring Drive, Suite 520
Lutherville, MD 21093

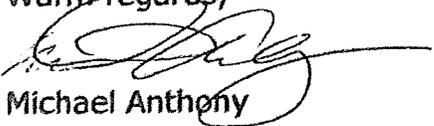
Dear Christine,

I enjoyed Meeting with you yesterday to discuss you upcoming event at the AVAM next Friday, February 3, 2012 from 7PM till 11PM

The following is a proposal for the item that we will provide for your Event.

If you have any questions or concerns please don't hesitate to call me.

Warm regards,



Michael Anthony



EVENT DECOR

January 24, 2012

Proposal for Big Huge Games Launch Event

Event Date: Friday February 3, 2012

Event Time: 7:00PM till 11:00PM

Set-up time 9:00 AM

Removal Completion: Midnight

As a result of our planning meeting we will provide the following item for you special event;

Your vision of a bohemian village inspires us to the linen colors of Burgundy, Moss Green and Rust with naturals accents

Ceiling Treatments

We will hang as many as Twelve Natural Tree Branches with faux foliage and Hanging Moss. LED hanging votives will be suspended from all of the Branches to resemble fireflies

We will also hand Six Provided Client Banners within the Branches

Perimeter Lighting

20 Par 38 Perimeter Up-lighting cans will be placed around the room against the wall to wash the walls in shades of Lavender and Blue and Gold



EVENT DÉCOR

Table Top Décor

Large Guest Tables will have a vase of Tall Cedar Reeds with Stones in the base of the vases. The Vase will be surrounded with natural votives, loose fern sprays, clusters of natural rocks, and scattered orchid petals

Small Stand up tables will have a votive surrounded by loose rocks, with fern and orchid blossoms

Additional Décor

10 Foot Black Wrought Iron Tree with hanging moss and Led Lights
(This would Be a perfect place to display the cake

Two Aluminum Cylinders with Bamboo Reeds, Ferns and Moss for the Entrance

Cost for this Proposal	\$ 7000.00
Maryland Sales Tax	420.00
Delivery Set-up and Removal	500.00
Total Amount due upon acceptance	\$ 7920.00

Thank you for choosing Event Décor we look forward to your event with anticipation!



Event Tech
 7601 Brandon Woods Blvd.
 Baltimore, MD 21226
 Voice: (410) 360-5006
 Fax: (410) 360-5002

Job provided on JAN 27 12 For:

Mike Payne
 Big Huge Games
 1945 Greenspring Drive
 Suite 520
 Timonium, MD 21093

Phone: (410) 842-0028 Ext:
 Fax: (410) 842-0047

Our Job #: PRO-1251-1

Quote By: Jeremy Meyers

Quotation Status: Confirmed Order

Job Site: American Visionary Art Museum

Room:

Address: 800 Key Highway

Baltimore, MD 21230

Contact: Michele Goldberg

Phone: (410) 244-1900

Invoice To:

38 Studios, LLC

Arini Accounts Payable

1 Empire Plaza

Providence, RI 02903

Terms: 50/50

PO:

Equip out: FEB 3 12 12:00 AM
 Load in: FEB 3 12 5:00 PM
 Show start: FEB 3 12 7:00 PM
 Load out: FEB 3 12 11:00 PM
 Equip in: FEB 4 12 8:00 AM

Description: Video Screens

EQUIPMENT

QTY	Description			
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Display System

- 1 Dual Display System, with:
 Two 42" Plasma displays placed in viewing area and mounted on floor stands. Display to show Client provided image and include the following:
- 2 42" Panasonic plasma display, 16:9
- 2 NEC/Panasonic plasma stand
- 1 Lot BNC/ VGA/ AC cable to complete system

Display System Subtotal: 1,250.00
 Display System Discount: (250.00)
Display System Total: \$1,000.00

Equipment Subtotal: 1,250.00
 Equipment Discount: (250.00)
Equipment Total: \$1,000.00
 Tax: \$ 60.00

RESALE ITEMS

QTY	Description			
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- 1 Roll black gaf tape

Resale Items Total: \$16.50
 Tax: \$ 0.99

LABOR

Date	Time	QTY	Personnel/Task	Duration	Unit Price	Extended
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Event Tech
 7601 Brandon Woods Blvd.
 Baltimore, MD 21226
 Voice: (410) 360-5006
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Job provided on JAN 27 12 For:

Mike Payne
 Big Huge Games
 1945 Greenspring Drive
 Suite 520
 Timonium, MD 21093

Phone: (410) 842-0028 Ext:
 Fax: (410) 842-0047

Our Job #: PRO-1251-1

Description: Video Screens

LABOR

FEB 3 12

5:00 PM	9:00 PM	1	V2-Load in	4.00Hours	\$ 60.00	240.00
5:00 PM	9:00 PM	1	Video crew-Load in	4.00Hours	\$ 35.00	140.00
11:00 PM	3:00 AM	1	V2-Load out	4.00Hours	\$ 60.00	330.00
11:00 PM	3:00 AM	1	Video crew-Load out	4.00Hours	\$ 35.00	192.50

Labor Total: \$ 902.50

MISCELLANEOUS

QTY	Description		
1	straight truck, roundtrip		

Misc. Total: \$370.00

Equipment Subtotal:	\$ 1,000.00
Resale Subtotal:	\$ 16.50
Labor Subtotal:	\$ 902.50
Misc. Subtotal:	\$ 370.00
Quotation Subtotal:	\$ 2,289.00
Tax:	\$ 60.99

Quotation Grand Total: \$ 2,349.99



Event Tech
7601 Brandon Woods Blvd.
Baltimore, MD 21226

Voice: (410) 360-5006
Fax: (410) 360-5002

Our Job #: 1251-1
Job Description: Video Screens

Customer: Big Huge Games
Contact: Mike Payne

Terms & Conditions

50% of the contract due as a deposit with signed contract. Balance due at time of load in in form of non-negotiable funds.

In order for our services to be provided the following must be provided at no cost to Event Tech:

1. Direct truck access to loading entrance at time of load in and load out.
2. Parking for 1 truck for duration of load in and out.
3. Adequate electrical service for all production equipment onsite. Power requirements are as follows:
2 discrete 20 amp, 120 volt circuits located within 100' of stage.
4. Certified electrician to make and break connection. Event Tech technicians are not licensed, nor are they permitted to do this work.
5. A professional security force. Customer is responsible for all equipment onsite from loss, theft, or damage.
6. Laminated or identification passes for all Event Tech personnel onsite to gain unencumbered access to all necessary parts of show.
7. Client media available at time of load in to test.
8. All technical riders, stage plots, and room or site plans and show schedule available at least 1 week prior to load in for review.
9. Drinking water for load in and load out crew.
10. Meals and water for crew or 1 hour walk-away meal breaks after every 4-5 hours of work each day.
11. Onsite restroom facilities for crew.
12. Worklight for afterhours.
13. All local permits, licenses, or government fees, and taxes associated with this production.

Event Tech not to absorb any electrical, union, rigging, access, or other charges from venue.

Labor hours outlined above are estimated only based on information provided. Any additional hours or labor required will be charged for at prevailing rates.

This proposal is based on our current understanding and assessment of your needs as of January 16, 2012.

This proposal is valid for 30 days.

Agreement:

1. **Equipment and Labor.** Company shall provide to Customer the equipment, labor, and services ("Production Services") as set forth in the attached Production Agreement (collectively, the Production Agreement and Terms and Conditions, is hereinafter referred to as "Agreement"), which is incorporated herein by reference and made a material part hereof.
2. **Contract Price.** Customer shall pay to Company the Grand Total as set forth in the Agreement, plus all applicable federal, state, and local taxes (including, but not limited to sales taxes), charges and fees with respect to the Production Services (collectively, the "Contract Price"). Unless otherwise provided herein, at the time of execution of the Agreement, Customer shall remit to Company an initial deposit of fifty percent (50%) of the Contract Price (the "Deposit") and provide written evidence in proper form of any applicable exemption from the applicable federal, state, and local taxes. The remaining 50% of the Contract Price (the "Remaining Balance") shall be due and payable prior to Company unloading the equipment at the Job Site on the Load In Date ("Final Payment Date"). If the Remaining Balance is not paid prior to the Final Payment Date, Customer shall be in Default (as defined below) of the Agreement.
3. **Cancellation/Change Orders.** Customer may cancel the Production Services by providing written notice to Company with return receipt ("Cancellation"). If Cancellation is more than ten (10) calendar days prior to the Load In Date, then Customer shall only be required to pay Company the Deposit. If Cancellation is ten (10) calendar days or less from the Load In Date, then Customer shall remain obligated to pay the full Contract Price. Any change or modification to the Contract must be in writing and agreed to by both an authorized representative of Customer and Company in order to be binding ("Change Orders"). The Contract Price shall be adjusted to reflect the Change Orders. Customer must have a duly authorized representative of Customer at the Job Site at all times during Load In and Load Out.
4. **Ownership/Use of Company Equipment.** The equipment delivered to the Job Site by Company is, and shall at all times be and remain, the sole and exclusive property of Company; and the Customer shall have no right, title or interest therein or thereto. Customer shall have the right to operate the equipment in accordance with the manufacturer's instructions and pursuant to the terms of this Agreement. Customer shall make no alterations, changes, or modifications to the equipment, including but not limited to defacing, removing, or covering any nameplates on the equipment showing Company's name and identification of ownership or that of the manufacturer, without having obtained the prior written authorization of company. If equipment is removed, stolen or damaged by Customer's guests, employees, artists, or other persons, then Customer shall be in Default and shall be liable for the cost of repairing or replacing the equipment in Company's sole discretion.
5. **Protection of Equipment.** The risk of loss of the equipment shall pass from Company to Customer upon delivery of the equipment to the Job Site on the Load In Date and continue through the Load Out Date. Customer shall be required to obtain and maintain, at Customer's sole cost and expense, up to and including the Load Out Date, a proper security force ("Security") to ensure protection and security of all equipment from loss, theft and/or damage. If Customer fails to procure proper Security, then Company shall have the option, but not the obligation, to hire its own Security at Customer's sole cost and expense. Customer hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever except for any damage to the equipment that may have been caused by Company employees.
6. **Insurance.** Customer shall obtain and maintain, at its own expense, general public liability insurance in an amount equal to or in excess of a combined single limit of \$2,000,000 for injury to persons and property and an amount equal to or in excess of \$1,000,000 for loss or damage to equipment. Such policy shall name the Company as a co-insured. Upon request, Customer shall present a Certificate of Insurance or a copy of the policy to Company.
7. **Access to Job Site.** Customer hereby agrees to provide, or cause to be provided, to Company, all necessary and unobstructed access to the Job Site (including, without limitation, ingress and egress, access to all necessary electrical hookups, adequate power necessary for the operation of the equipment and sufficient space for the installation, set-up and operation of a mobile stage to the extent one may be necessary) for any purpose connected with the installation, set-up, operation, use, maintenance, and removal of the equipment. Without limiting the foregoing, Customer shall be responsible for obtaining and maintaining all rights of way and associated consents, waivers, licenses, easements, utilities, electrical hookups and permits (including electrical permits), as well as sufficient working space or setbacks from all structures or improvements now or hereafter erected on the Job Site with respect to the equipment. To the extent Customer may require a mobile stage, Customer warrants and represents that the Job Site has sufficient space to support a mobile stage in length: 80', width: 8'6", and height: 13'6", a truck weighing 13 tons, and a stage weighing 20 tons. If, in the course of performing services, Company discovers that its ability to install, operate, set-up, run, use, and maintain the equipment is impeded by the site conditions or the inability to access the site, it shall notify

Customer of such conditions and Customer shall take immediate actions to correct the site condition problems, at Customer's expense. The failure of Customer to promptly correct such conditions and/or problems shall constitute a Default under Section 9.

8. Limitations on Liability. In addition to other provisions set forth in the Agreement, Company shall not be liable for any loss, damage, or injury arising from the installation, use, operation, maintenance, and/or removal of the equipment, unless due to the gross negligence or willful misconduct of the Company. Notwithstanding anything contained to the contrary herein, the maximum liability imposed on Company may not exceed the Contract Price. NOTWITHSTANDING THE FOREGOING, IT IS AGREED THAT UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, OR FOR ANY OTHER DAMAGES, OR SUMS PAID BY CUSTOMER TO THIRD PARTIES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CONTRACT PRICE STATED IN THE AGREEMENT IS CONSIDERATION IN LIMITING COMPANY'S LIABILITY. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY COMPANY TO CUSTOMER, EXCEPT AS OTHERWISE EXPRESSLY CONTAINED IN THE AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO CUSTOMER, NOR TO ANY THIRD PARTY, OF ANY KIND AND HOWEVER CAUSED, WHETHER BY ANY EQUIPMENT, ITS USE, OPERATION, REPAIR, MAINTENANCE, REMOVAL, OR ITS FAILURE, OR BY INTERRUPTION OF SERVICE. COMPANY SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Default. If Customer fails to make payments as set forth in Section 2, breaches any of the duties, terms, covenants, conditions, and/or restrictions set forth in the Agreement, or fails to timely perform any other obligation required under the Agreement, then Customer shall be deemed to be in default of the Agreement ("Default"). In the event of a Default, Company shall be entitled to all remedies under law or equity. In addition, Company shall have the right, in its sole discretion, to refuse performance, suspend performance, and/or terminate further performance without incurring liability. Any such actions shall not relieve Customer from its obligations to pay the Contract Price. Further, if Customer fails to pay Company any monies due to Company under the Agreement, then Customer shall be obligated to pay to Company interest in the amount of one and one half percent (1.5%) per month until payment in full of the Contract Price and any interest. Further, in the event of a Default by Customer, Company shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in enforcing or attempting to enforce its rights under the Agreement.

10. Excuse for Nonperformance. Company is not responsible for any failure of or delays in the delivery or set up of the Production Services under the Agreement to the extent such failure or delay arises from or relates to a Default by the Customer and/or a Force Majeure Event. A "Force Majeure Event" is defined as any of the following: weather conditions; power failure; vandalism; theft; natural disasters; Governmental Unit rules, regulations, or orders, including orders or judgments of any court or commissions; delay or failure in obtaining necessary permits; Acts of God; strikes or labor disputes; war or acts of terrorism; the presence of hazardous, toxic or other dangerous materials; issues related to the Job Site and site conditions which are not reasonably foreseeable; or any other cause or condition beyond the control of Company.

11. Confidentiality. Neither Party may, except within the scope of this Agreement, directly or indirectly, divulge, reveal, report, publish, transfer, disclose, or use any Confidential Information of the other party. "Confidential Information" shall mean all private or non-public information that has been obtained by or disclosed to either party as a result of this Agreement and the provision of Production Services by Company, including, but not limited to, information concerning equipment, patterns, designs, drawings, production or engineering data, or other technical or proprietary information. Customer and Company acknowledge that such documents and information are Confidential Information. Upon termination of this Agreement or upon request by either Company or Customer at any time, Customer or Company shall surrender and return to the other party such Confidential Information, along with any copies or printouts of such information, in any medium.

12. Miscellaneous. Customer may not assign the Agreement or its interest in the Production Services without the prior written consent of Company. The Agreement shall be governed by the laws of the State of Maryland. The parties agree that any action concerning the terms of the Agreement shall be brought in a Court of competent jurisdiction in the State of Maryland. The parties hereby consent to be subject to the in personam jurisdiction of the State of Maryland. If any provisions of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any way affect or render invalid or unenforceable any other provision of the Agreement and the Agreement shall be carried out as if such invalid or unenforceable provision were not contained herein. A failure by either party to enforce any right under the Agreement shall not at any time constitute a waiver of such right or any other right, and shall not modify the rights or obligations of either party under the Agreement. The Production Agreement with these Terms and Conditions and any Change Order(s) supersedes all prior agreements and understanding between the parties hereto concerning the subject matter herein, and constitutes the entire agreement between Customer and Company. The Agreement shall not be amended, modified, revised, or terminated except by further written agreement signed by Customer and Company. The Agreement may be executed in any number of counterparts and/or by facsimile, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

Job reference #1251-1

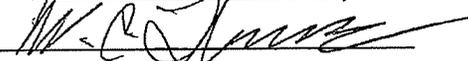
Acceptance

I/We hereby accept the above proposal and authorize you to proceed with the supply of the above services in accordance with the above terms and conditions

Company Name: 38 Studios Baltimore, LLC
DBA Big Huge Games

Date: 1/30/12

Contact Name: William C. Thomas, President

Signature: 



LinkedIn
 2029 Stierlin Ct.
 Mountain View, CA 94043
 Phone: 650.687.3600
 Fax: 1.650.429.2122

Offer valid through:

Proposed by:
 Brian D'Ambrosio
 bdambrosio@linkedin.com

ORDER FORM for 38 Studios, LLC

BILL TO:

Contact: Mike Nassar
 Address: One Empire Plaza
 City/State/Zip: Providence RI 02901
 Country: United States
 Email: mnassar@38studios.com
 Phone:

SHIP TO:

38 Studios, LLC
 One Empire Plaza
 Providence, RI 02901
 United States

ORDER INFORMATION

Contract #: CS94455-11
 Billing Period: Quarterly
 Billing Method: Invoice
 Billing Instructions:
 For Internal Only:
 Master Agreement (LCSA):
 Type: New Business
 Sales Rep Region: East
 Agency Name:
 Currency: USD
 Sign Date:
 Close Date:

Customer Requested Start Date*:
 Contract End Date**:

**Unless requested by customer, the Signature Date on this Order Form of the party signing last will be considered the Service Start Date, whichever is the latter.*

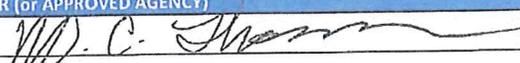
Product Order Description	Qty	Term (Months)	Notes	Sales Price	Total
Product Name: Discount Product SKU: DISCOUNT Product Description: Please note: This is a one-time discount applied to this specific order. Future orders will not carry this discount amount.	1	12		(\$2,000.00)	(\$2,000.00)
Product Name: Administrator Seat Product SKU: ADMINSEAT Product Description: Only to be used for provisioning and managing user accounts.	1	12		\$2,000.00	\$2,000.00
Product Name: Recruiter - Corporate (1-2 Seats) Product SKU: NRCRU102 Product Description: LinkedIn Recruiter account with team collaboration, auditing, and unparalleled network search capabilities. Includes 50 InMails/month per license as well as basic training and support.	2	12		\$8,200.00	\$16,400.00
Product Name: Job Slots 11-20 Product SKU: JBSRUT020 Product Description: Reserved annual job posting with ability to change, update, remove on demand.	11	12		\$1,080.00	\$11,880.00
				ORDER TOTAL	\$28,280.00

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter <input checked="" type="checkbox"/> Yes or No: <input type="checkbox"/> No If yes, please enter PO Number: 709	Check here if your company is tax exempt: Please attach any/all exemption certifications or email documentation to taxinquiry@linkedin.com . Sales tax may apply to your LinkedIn order in accordance with individual state and local regulations in City of Chicago, CT, NJ, NY, OH, TX and WA. For customers in other states, your state and/or municipal government may require you to declare your purchase and pay appropriate sales tax amounts to them directly. Sales tax charges will appear on the final invoice.
PAYMENT OPTIONS • USA Customers: Check, Credit Card, or Bank Wire Transfer	

<p>• Non-US Customers: Credit Card or Bank Wire Transfer only</p>	<p>*For Non-US based orders ONLY: If required, please provide either your VAT #: or your Irish 13B VAT#: *If this doesn't apply, please type N/A.</p>
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TERMS

- Services provided under this Order Form will terminate on the expiration date of the Term or the date terminated by either party as provided in the Corporate Subscription Agreement. Order forms with contiguous dates will ensure no gap in service.
- Please allow up to 3 business days for account provisioning.
- Any jobs posted pursuant to available Job Slots will expire upon the expiration or termination of this Order Form.
- Add-on Products Orders must end coterminous with the originating contract.
- Future incremental Add-On or Renewal orders will be at list price at time of purchase.
- Services provided under this Order Form shall be provided pursuant to LinkedIn's terms and conditions set forth at: <http://talent.linkedin.com/linkedin-corporate-solutions-lcsa-contract>.

CUSTOMER (or APPROVED AGENCY)	LINKEDIN
Signature: 	<div style="border: 1px solid black; padding: 2px;">58A236314969444...</div> 
Name: William C. Thomas	DocuSigned By: Andrew Stephens Andrew Stephens
Title: President	Title: Director Contracts
Date: 1/13/12	Date: 1/13/2012

This is a non-cancelable and non-refundable purchase. I hereby represent that I am an authorized signatory and have read and agreed to the terms of this Order Form.



LinkedIn
 2029 Stierlin Ct.
 Mountain View, CA 94043
 Phone: 650.687.3600
 Fax: 1.650.429.2122

Offer valid through:

Proposed by:
 Brian D'Ambrosio
 bdambrosio@linkedin.com

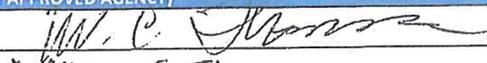
ORDER FORM for 38 Studios, LLC

<p>BILL TO:</p> <p>Contact: Mike Nassar</p> <p>Address: One Empire Plaza</p> <p>City/State/Zip: Providence RI 02901</p> <p>Country: USA</p> <p>Email: mnassar@38studios.com</p> <p>Phone:</p> <p>SHIP TO:</p> <p>38 Studios, LLC One Empire Plaza</p> <p>Providence, RI 02901 United States</p>	<p>ORDER INFORMATION</p> <p>Contract #: CS157981-12</p> <p>Billing Period: Annually Upfront</p> <p>Billing Method: Invoice</p> <p>Billing Instructions:</p> <p>For Internal Only:</p> <p>Master Agreement (LCSA):</p> <p>Type: Non-Sub Svcs</p> <p>Sales Rep Region: East</p> <p>Agency Name:</p> <p>Currency: USD</p> <p>Sign Date:</p> <p>Close Date:</p> <p>Customer Requested Start Date*: Contract End Date**: <i>*Unless requested by customer, the Signature Date on this Order Form of the party signing last will be considered the Service Start Date, whichever is the latter.</i></p>
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Product Order Description	Qty	Term (Months)	Notes	Sales Price	Total
Product Name: Job Slots 11-20 Product SKU: JBSRUT020 Product Description: Reserved annual job posting with ability to change, update, remove on demand.	11	6		\$540.00	\$5,940.00
Product Name: Discount Product SKU: DISCOUNT Product Description: Please note: This is a one-time discount applied to this specific order. Future orders will not carry this discount amount.	1	6		(\$5,940.00)	(\$5,940.00)
ORDER TOTAL					\$0.00

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): No If yes, please enter PO Number: 709	Check here if your company is tax exempt: Please attach any/all exemption certifications or email documentation to taxinquiry@linkedin.com . Sales tax may apply to your LinkedIn order in accordance with individual state and local regulations in City of Chicago, CT, NJ, NY, OH, TX and WA. For customers in other states, your state and/or municipal government may require you to declare your purchase and pay appropriate sales tax amounts to them directly. Sales tax charges will appear on the final invoice.
PAYMENT OPTIONS	*For Non-US based orders ONLY: If required, please provide <u>either</u> your VAT #: or your Irish 13B VAT#:
<ul style="list-style-type: none"> USA Customers: Check, Credit Card, or Bank Wire Transfer Non-US Customers: Credit Card or Bank Wire Transfer only 	*If this doesn't apply, please type N/A.

- TERMS**
- Services provided under this Order Form will terminate on the expiration date of the Term or the date terminated by either party as provided in the Corporate Subscription Agreement. Order forms with contiguous dates will ensure no gap in service.
 - Please allow up to 3 business days for account provisioning.
 - Any jobs posted pursuant to available Job Slots will expire upon the expiration or termination of this Order Form.
 - Add-on Products Orders must end coterminous with the originating contract.
 - Future incremental Add-On or Renewal orders will be at list price at time of purchase.
 - This order form incorporates by reference the above stated LCSA ID between the parties.

CUSTOMER (or APPROVED AGENCY)	LINKEDIN
Signature: 	Signature:   DocuSigned By: Andrew Stephens
Name: William C. Thomas	Name: Andrew Stephens
Title: President	Title: Director Contracts
Date: 1/13/12	Date: 1/13/2012

This is a non-cancelable and non-refundable purchase. I hereby represent that I am an authorized signatory and have read and agreed to the terms of this Order Form.

**NAPPA CONSTRUCTION MANAGEMENT, LLC
473 WASHINGTON STREET
PROVIDENCE, RI 02903**

MASTER SERVICES AGREEMENT RE: 38 STUDIOS

This Master Services Agreement (this "MSA") governs materials, products and services ordered by 38 Studios, LLC ("38 Studios") and furnished by Nappa Construction Management, LLC ("NCM"), collectively the "Parties".

Whereas, 38 Studios shall periodically require contractor, construction, electrical, plumbing and HVAC materials, products and services; and,

Whereas, NCM is willing and able to provide such materials, products and services to 38 Studios on an exclusive as-needed basis; and,

Whereas, the Parties agree that this MSA shall set forth the terms and conditions under which NCM shall provide such materials, products and services to 38 Studios.

Therefore, in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1.) REQUEST FOR WORK:

38 Studios may submit Work Orders to NCM from time to time to provide certain materials, products and services. Each individual Work Order shall be short, general, written descriptions of the work to be performed and shall be transmitted as a Work Order. The Work Order shall be submitted by 38 Studios to NCM on the form of document attached hereto as Attachment A and entitled Work Order.

2.) WORK ORDER:

A.) Upon receipt of a Work Order, NCM shall supplement the Work Order to include the following information about the Materials, Products and Services ("Materials, Products and Services") to be provided: (1.) a description of the service(s) to be provided; (2.) a description of the products and/or materials to be provided; (3.) the time frame for

providing the products and/or materials and for completing the services; (4.) any pricing if not already identified in this MSA in Section 6 entitled Services; and, (5.) any additional terms and conditions that are mutually agreed upon by the Parties.

- B.) Each Work Order shall not be effective until it is executed by authorized representatives of both Parties.
- C.) Each Work Order shall constitute a separate agreement incorporating and subject to all of the terms and conditions set forth herein. In the event of a conflict between the provisions of any Work Order and the provisions set forth in this MSA, the provisions of the Work Order shall govern.

3.) CHANGE ORDERS:

A.) Any revisions to an existing individual Work Order must be mutually agreed upon and made by written agreement of the Parties, specifically by a "Change Order" executed by the Parties authorized representatives.

B.) Each Change Order shall be in the form attached hereto as Attachment B and shall provide the following information: (1.) a description of the service(s) to be provided; (2.) a description of the products and/or materials to be provided; (3.) the time frame for providing the products and/or materials and for completing the services; (4.) pricing; and, (5.) any additional terms and conditions and or revisions that are mutually agreed upon by the Parties. Upon execution by the Parties, each Change Order shall be attached to the original fully executed Work Order.

4.) AUTHORIZED REPRESENTATIVES OF THE PARTIES FOR THIS MSA:

The authorized representatives of NCM under this MSA shall be either Mr. Steven Nappa or Mr. William Brzoza; the authorized representatives of 38 Studios under this MSA shall be Mr. William C. Thomas or Ms. Jen MacLean.

5.) MATERIALS, PRODUCTS AND SERVICES:

The Materials, Products, and Services ordered by 38 Studios and set forth on a mutually agreed upon Work-Order, upon written acceptance by both NCM and 38 Studios, will be furnished by or on behalf of NCM and/or its subcontractors, licensees, vendors, and/ or suppliers. Notwithstanding anything to the contrary, NCM shall remain primarily responsible and liable with respect to the Materials, Products, and Services provided by its subcontractors, licensees, vendors, and/or suppliers.

6.) SERVICES:

Under this MSA, NCM shall provide services to 38 Studios including, but not limited to, the following:

- A.) General Construction and carpentry\$55.00/hr.
- B.) Plumbing.....\$65.00/hr.
- C.) Electrical.....\$65.00/hr.
- D.) HVAC.....\$65.00/hr.

Notwithstanding anything to the contrary contained in this MSA or in any Work Order, the Parties agree that any and all services, materials, and products provided or performed (or intended to be provided or performed) by or on behalf of NCM as part of the original Office Build-out Project shall be subject to that certain Standard Form of Agreement Between Owner (38 Studios) and Construction Manager (NCM) and General Conditions of the Contract for Construction dated November 3, 2010, and shall not be subject to the terms and conditions herein (except as to this paragraph of this Section 6). Further, in the event a Work Order represents materials, products and/or services which Nappa determines will exceed Ten Thousand (\$10,000.00) U.S. Dollars, then 38 Studios may, in its sole discretion, pursue bids, pricing and quotes outside this MSA and pursuant to a non-MSA process.

7.) TERM OF MSA, RENEWAL OF MSA and TERMINATION OF MSA:

- A.) This MSA shall commence upon the mutual execution of this MSA by NCM and 38 Studios, hereinafter the "Effective Date" of this MSA, and shall continue for eighteen (18) months (the "Initial Term") or until otherwise terminated pursuant to the terms contained herein.
- B.) This MSA shall automatically renew for consecutive Renewal Terms thereafter, unless a written termination notice is provided by either party, NCM or 38 Studios, thirty (30) days prior to the expiration of the then-current Initial Term or Renewal Term. Each Renewal Term shall be twelve (12) months.
- C.) Either NCM or 38 Studios may terminate this MSA for convenience upon thirty (30) days written notice to terminate this MSA.
- D.) Upon termination of this MSA or an individual Work Order, 38 Studios shall pay NCM for all Materials, Products and Services provided and/or performed prior to the effective date of termination.

8.) PAYMENT OF FEES AND CHARGES:

38 Studios shall pay NCM for Materials, Products, and Services completed pursuant to an executed Work Order within thirty (30) days of receipt of an invoice from NCM.

9.) STATUS OF NCM UNDER THIS MSA:

NCM is an independent contractor and not an employee or agent of 38 Studios, and no act or direction of either party shall be deemed to create an employer/employee, joint employer relationship, or any other type of relationship between the Parties.

NCM and all personnel assigned by NCM to provide services to 38 Studios pursuant to this MSA or a Work Order shall, for all purposes, be considered employees or subcontractors of NCM only ("NCM Personnel"). NCM shall assume sole and exclusive responsibility for the payment of all wages, all required withholdings, and benefits, if any, to NCM Personnel for services provided by NCM Personnel under this MSA or a Work Order for 38 Studios. NCM hereby agrees to indemnify and hold 38 Studios harmless from and against any and all liability relating to NCM Personnel and the employment status of NCM Personnel. NCM further agrees that it will maintain Worker's Compensation and Employer's Liability Insurance, and it will be responsible for all Worker's Compensation, employment taxes, and employment issues with respect to NCM Personnel.

10.) REPRESENTATIONS AND WARRANTIES:

In accordance with the terms and conditions of this MSA, NCM warrants and represents that it is qualified to perform the services set forth herein and in each Work Order, and that it has or will obtain all requisite approvals, licenses and permits to perform the services set forth herein and in each Work Order. In addition, NCM warrants and represents that the services provided hereunder and in each Work Order shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the NCM Personnel furnishing said services shall be qualified and competent to perform the services assigned to them; and that the recommendations, guidance and performance of the NCM Personnel shall reflect such standards of professional knowledge and judgment as are customarily expected of those performing similar professional services.

11.) TITLE AND OWNERSHIP:

Unless otherwise provided by law or in the applicable Work Order, title, possession and ownership of all materials and/or products and of the results and proceeds of all services provided hereunder or in any Work Order, shall vest with 38 Studios upon the completion, expiration or termination of this MSA or the applicable Work Order, whichever occurs sooner. NCM agrees to sign lien waivers and obtain from NCM Personnel signed lien waivers, which lien waivers shall fully protect the rights of 38 Studios and 38 Studios'

landlord. All lien waivers shall be obtained prior to, or contemporaneously with, the disbursement of funds to NCM Personnel for services performed, and shall be delivered to 38 Studios within thirty (30) days of the date that NCM receives payment for such services performed.

12.) CONFIDENTIALITY:

NCM acknowledges that NCM may have access to and/or acquire knowledge, and/or material which are proprietary to 38 Studios and strictly confidential (collectively "Confidential Information"). Under no circumstances may any Confidential Information be used, published, or divulged by NCM to any person, firm, corporation or entity in any manner whatsoever (except to NCM Personnel on a need to know basis, provided that such NCM Personnel have agreed in writing to be bound by the terms and conditions hereof) without first having obtained the written permission of 38 Studios, which permission 38 Studios may withhold in its sole discretion. This Section shall survive the expiration or termination of this MSA and any applicable Work Order, and NCM agrees that a breach of this Section by NCM would cause 38 Studios irreparable harm, and that, in addition to any and all other remedies 38 Studios may have at law or in equity, 38 Studios shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages. Except as otherwise mutually agreed by the parties, NCM shall not issue or authorize the publication of any news stories or publicity of any kind relating to or naming 38 Studios and/or 38 Studios's successors, assigns, or affiliated entities, or NCM's involvement with 38 Studios, nor may NCM use 38 Studio's names or logos, or other materials from 38 Studios for any purpose whatsoever

13.) NO ASSIGNMENT(S) OF THIS MSA WITHOUT THE WRITTEN CONSENT AND APPROVAL OF THE OTHER PARTY.

Neither party, NCM nor 38 Studios, shall have the authority to assign or transfer this MSA, or any portion thereof, without the prior written consent and agreement of the other party and any such purported assignment or transfer, without the written consent and agreement of the other party, shall be deemed null and void.

14.) SEVERABILITY:

If any provision of this MSA is declared or found to be illegal, unenforceable or void, then both Parties shall be relieved of all obligations under that provision. The remainder of this MSA shall be enforced to the fullest extent permitted by law.

15.) APPLICABLE LAW:

This MSA is entered into in the State of Rhode Island and the laws of the State of Rhode Island shall govern all matters arising out of or relating to this MSA or any Work Order without regard to Conflicts of Laws principles.

16.) FORUM SELECTION:

The Parties agree to bring any action arising out of this MSA or any Work Order before the American Arbitration Association ("AAA") for resolution. Both NCM and 38 Studios agree that the AAA shall have sole and exclusive jurisdiction to resolve any and all disputes, claims, and demands which may arise between the Parties to this MSA which arise from or relate to this MSA, or any Work Order, expressly waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.

17.) FORCE MAJEURE:

Neither Party shall be liable to the other or be deemed to be in breach of this MSA for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not be limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantines, legal restrictions, strikes, freight embargoes, acts of war or terrorism, or severe weather. Dates or times for performance shall be extended to the extent of delays excused by this section, provided the party whose performance is affected notifies the other party promptly of the existence and nature of such delay(s).

18.) AMENDMENTS:

This MSA may be amended only by written agreement of the Parties, executed by the Parties' authorized representatives and in compliance with all other regulations and requirements of law. Any such amendment shall be attached to this MSA upon execution by the Parties.

19.) ENTIRE AGREEMENT:

The Parties understand and agree that this MSA, together with and any Work Orders executed pursuant hereto and any amendments, constitute the entire understanding between the Parties and supersede all prior or contemporaneous verbal and/or written agreements and negotiations by the Parties relating to services provided by NCM pursuant to this MSA.

20.) NOTICE:

Unless otherwise specified, any notice required or permitted hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone and e-mail address):

For NCM:

Steven Nappa, Managing Member

Nappa Construction Management, LLC
473 Washington Street
Providence, RI 02903
p. (401) 274-3917
f. (401) 521-5030
E-mail: steve@nappacm.com

And,

William Brzoza, Senior Project Manager

Nappa Construction Management, LLC
473 Washington Street
Providence, RI 02903
p. (401) 274-3917
f. (401) 521-5030
E-mail: bbrozozo@nappacm.com

For 38 Studios:

Jen MacLean

38 Studios, LLC
One Empire Plaza
Providence, RI 02903
p. (401) 243-8300
E-mail: jmaclean@38studios.com

And,

Mr. William C. Thomas

38 Studios, LLC
One Empire Plaza
Providence, RI 02903
p. (401) 243-8300
E-mail: bthomas@38studios.com

21.) For Purposes of Illustration Only:

Each time 38 Studios wishes to have NCM perform or provide materials, products, or services under this MSA, the following process shall be followed:

- 1.) A 38 Studios authorized representative shall prepare and deliver a Work Order to NCM;
- 2.) Upon receipt of the Work Order, NCM shall supplement the information as regards materials, products, services, timing and any additional terms and conditions;
- 3.) Once both 38 Studios and NCM have executed the individual Work Order(s), NCM shall commence the work described in the Work Order;
- 4.) At any time after the execution of an individual Work Order, any changes, modifications or amendments to the Work Order shall be effectuated by a mutually agreed upon and executed Change Order;
- 5.) NCM shall thereafter submit the NCM Invoice(s) to 38 Studios for payment of Materials, Products and Services under the Work Order subject to the terms and conditions set forth herein;
- 6.) 38 Studios shall pay such NCM Invoice(s) subject to the terms and conditions set forth herein.

IN WITNESS HEREOF, the Parties have caused this Master Services Agreement to be executed by their respective duly authorized representatives this 10th day of February, 2012.

38 Studios, LLC



Name: William C. Thomas
Title: President / COO

Nappa Construction Management, LLC



Name: STEVEN NAPPA
Title: MANAGING MEMBER 2/10/12

ATTACHMENT A
WORK ORDER

Date: [Today's Date]

Work Order #: [Number]

THIS WORK ORDER SHALL BE DEEMED A PART OF THAT CERTAIN MASTER SERVICES AGREEMENT BETWEEN NAPPA CONSTRUCTION MANAGEMENT, LLC ("NCM") AND 38 STUDIOS, LLC ("38 STUDIOS") DATED [EFFECTIVE DATE OF MSA] (THE "AGREEMENT") AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. ANY TERM USED IN THIS WORK ORDER BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING ASCRIBED TO SUCH TERM IN THE AGREEMENT IF DEFINED THEREIN. TO THE EXTENT THERE IS A CONFLICT BETWEEN THE TERMS OF THIS WORK ORDER AND THE AGREEMENT, THE TERMS OF THIS WORK ORDER SHALL CONTROL.

Materials, Products and Services. 38 Studios requests and NCM agrees to provide the following Materials, Products and Services:

Description of Material, Product, or Service	Estimated Completion Date	Estimated Hours or Cost

Additional Terms and Conditions. 38 Studios and NCM agree that this Work Order shall be subject to the following additional terms and conditions:

Term/Condition

AGREED TO BY:

38 Studios, LLC

Nappa Construction Management, LLC

Name:
Title:

Name:
Title:

ATTACHMENT B
CHANGE ORDER

Date: [Today's Date]

Change Order #: [Number]

THIS CHANGE ORDER SHALL BE DEEMED A PART OF THAT CERTAIN MASTER SERVICES AGREEMENT BETWEEN NAPPA CONSTRUCTION MANAGEMENT, LLC ("NCM") AND 38 STUDIOS, LLC ("38 STUDIOS") DATED [EFFECTIVE DATE OF MSA] (THE "AGREEMENT") AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT AND WORK ORDER NUMBER _____. ANY TERM USED IN THE CHANGE ORDER BEING REVISED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING ASCRIBED TO SUCH TERM IN THE AGREEMENT IF DEFINED THEREIN. TO THE EXTENT THERE IS A CONFLICT BETWEEN THE TERMS OF THIS CHANGE ORDER AND THE AGREEMENT OR WORK ORDER NUMBER _____, THE TERMS OF THIS CHANGE ORDER SHALL CONTROL.

Materials, Products and Services. 38 Studios requests and NCM agrees to provide the following Materials, Products and Services:

Description of Material, Product, or Service	Estimated Completion Date	Estimated Hours or Cost

Additional Terms and Conditions. 38 Studios and NCM agree that this Change Order shall be subject to the following additional terms and conditions:

Term/Condition

AGREED TO BY:

38 Studios, LLC

Nappa Construction Management, LLC

Name:
Title:

Name:
Title:

Nelson Interactive

Agreement Terms and Conditions

AGREEMENT

This Agreement is made and entered into on March 26, 2012 ("Effective Date"), by and between Nelson Interactive, a division of Gary D. Nelson Associates, Inc., a California Corporation, with its principal place of business located at 19080 Lomita Avenue, Sonoma, California 95476 (hereinafter referred to as "Nelson Interactive") and 38 Studios, LLC, a Delaware Limited Liability Company, with its principal place of business located at 1 Empire Plaza, Providence, Rhode Island 02903 (hereinafter referred to as "Client") and is subject to the Agreement Terms and Conditions attached. Gary D. Nelson Associates, Inc. is comprised of a family of specialists: Nelson & Associates, Nelson Staffing, Nelson Interactive, and Nelson Technology. Nelson Interactive will be servicing Client under this Agreement.

CLIENT AND NELSON INTERACTIVE ACKNOWLEDGE HAVING READ THE TERMS AND CONDITIONS SET FORTH ON THIS FACING PAGE AND THE AGREEMENT ATTACHED HERETO, UNDERSTAND ALL SUCH TERMS AND CONDITIONS, AND AGREE TO BE BOUND THEREBY.

The individual signing this Agreement on behalf of Client represents and warrants that he/she has the authority to enter into this Agreement on behalf of Client and to bind Client to the terms hereof. The individual signing this Agreement on behalf of Nelson Interactive represents and warrants that he/she has the authority to enter into this Agreement on behalf of Nelson Interactive and to bind Nelson Interactive to the terms hereof.

38 Studios, LLC:

Signature: W.C. Thomas

Print Name: William C. Thomas

Title: President & COO

Date: 4/9/12

Nelson Interactive:

Signature: Geoffrey Mohun

Print Name: Geoffrey Mohun

Title: Corporate Counsel

Date: 4/10/2012

Nelson Interactive

Agreement Terms and Conditions

1. Billing Rates. Unless different payment terms are set forth in Exhibit A, Client shall pay all undisputed amounts to Nelson Interactive within thirty (30) days after receipt of Nelson Interactive's invoice, including but not limited to, the established mark-up rates set forth in Exhibit A for services that were requested in writing by Client and satisfactorily performed by Nelson Interactive Personnel ("Personnel"), provided that no invoice for services shall be sent until after such services have been satisfactorily performed. All sums due to Nelson Interactive not paid within thirty (30) days shall be subject to a charge of 1.5% per month or part thereof (18% per annum).

2. Non-exempt Timecard Approval. Non-exempt Personnel furnished by Nelson Interactive to Client shall submit timecards to Client each week recording the number of hours worked in the preceding calendar week. Client shall review and approve in writing those timecards, which accurately state the number of hours worked. The timecards approved by Client shall be the basis of the amounts billed to Client by Nelson Interactive for the services of its Personnel.

3. Exempt Project Log Approval. Exempt Personnel supplied by Nelson Interactive to Client shall provide to Client each week a project log showing each full or partial day worked in the preceding calendar week. Client shall review and approve in writing the project logs which accurately state the number of full or partial days worked. The project logs approved by Client shall be the basis of the amounts billed to Client by Nelson Interactive for the services of its Personnel.

4. Overtime. Nelson Interactive shall pay all non-exempt Personnel overtime in accordance with the provisions of applicable federal and state laws, and bill Client accordingly; and Client shall be responsible for said premium pay with the established mark-up.

5. Subcontractors. Client agrees that Nelson Interactive may, on occasion and with the express written permission of Client, retain the services of a Subcontractor to fill Client's staffing needs, conditioned upon Client's receipt of a proposed subcontractor agreement in English that is at least as protective of Client as the terms of this Agreement. For the avoidance of doubt, Nelson Interactive "Personnel" shall include both employees of Nelson Interactive and Subcontractors retained by Nelson Interactive. Subcontractors will be paid upon Nelson Interactive's receipt of payment from Client.

6. Taxes. Nelson Interactive shall be solely responsible for paying its Personnel and for withholding all applicable payroll taxes and contributions, including, without limitation, federal, state and local income taxes, FICA, FUTA and state unemployment, workers' compensation and disability insurance. Nelson Interactive agrees that it shall report and pay the appropriate government entities all applicable taxes in a timely manner on all compensations received by Personnel.

7. Confidential Information

7.1 Definition of Confidential Information. "Confidential Information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, source code, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, employee lists, workforce procedures, internal forms or other business information disclosed by Client or Nelson Interactive or otherwise received, learned, developed or derived during the performance of the services, either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment.

Gary D. Nelson Associates, Inc.

Agreement Terms and Conditions

7.2 Use of Confidential Information. Each party (in such capacity, the "Receiving Party") shall hold all Confidential Information disclosed by or learned from the other party (in such capacity, the "Disclosing Party") in the strictest confidence. The Receiving Party shall not, during or subsequent to the term of this Agreement, use the Disclosing Party's Confidential Information for any purpose whatsoever other than for the performance of the services for Client nor shall the Receiving Party disclose the Disclosing Party's Confidential Information except on a need to know basis to employees and other representatives of the Receiving Party who are bound by a duty of confidentiality (contractually or otherwise) solely for the purpose of performing obligations to which the Receiving Party is committed hereunder, and it is understood that such Confidential Information shall remain the sole property of the Disclosing Party. The Receiving Party further formally agrees that it shall be responsible for all compliance with the terms of this Agreement, as well as any unauthorized use or disclosure of the Disclosing Party's Confidential Information, by the Receiving Party's representatives (including the Personnel when Nelson Interactive is the Receiving Party), and affiliates. Confidential Information does not include information (i) which is already known to the Receiving Party at the time of disclosure by the Disclosing Party (as evidenced by written records of the Receiving Party), (ii) after it has become generally available to the public through no wrongful act of the Receiving Party or a third party having the obligation to maintain the confidentiality of the same, or (iii) after it has been rightfully received by the Receiving Party on a non-confidential basis from a third party who is not restricted from making such disclosure (as evidenced by written records of the Receiving Party).

7.3 Nondisclosure of Confidential Information. The Receiving Party agrees that it will not disclose any of the Disclosing Party's Confidential Information except to the Disclosing Party in accordance with this Section 7 or with the Disclosing Party's express prior written approval. Both parties agree that they will not improperly use or disclose any proprietary information or trade secrets of any former or current client or other person or entity with which they have an agreement or duty to keep in confidence information acquired in confidence, if any. Nelson Interactive will not bring onto the premises of Client, any unpublished document or proprietary information belonging to any employer, person or entity unless consented to in writing by such employer, person or entity.

7.4 Return of Confidential Information. Upon the termination of this Agreement, or upon Client's earlier request, Nelson Interactive shall deliver to Client all of Client's property and Confidential Information in tangible form that Nelson Interactive may have in its possession or control. In addition, Nelson Interactive also agrees that remedies at law for any breach of non-use or non-disclosure obligations would not be fully adequate and that the injury to Client caused by any such breach constitutes irreparable harm. Accordingly, Nelson Interactive agrees that if Nelson Interactive breaches or threatens to breach its obligations relating to Client's proprietary rights and/or any non-use or non-disclosure obligations of Nelson Interactive relating to confidentiality, Client shall have, in addition to any other available right or remedy, the right to obtain injunctive relief from any court of competent jurisdiction restraining any such breach or threatened breach and/or specific performance of any and all such covenants and obligations.

Gary D. Nelson Associates, Inc.

Agreement Terms and Conditions

7.5 Supplementary Personnel Agreement. Upon the request of Client, Nelson Interactive shall require that the Personnel assigned to provide the services under and pursuant to this Agreement execute a supplementary agreement of confidentiality and assignment of inventions supplied by Client.

8. Rights in Intellectual Property.

a. Nelson Interactive agrees on behalf of itself and all Personnel that all discoveries, inventions, ideas, concepts, software, research and other information, processes, products, methods, designs, developments and improvements (whether or not patentable or subject to copyright protection) that are written, made, conceived, developed or reduced to practice by Nelson Interactive or Personnel, whether alone or jointly with others, in the course of, relating to or arising out of any of the services provided hereunder or Confidential Information of Client (hereinafter collectively referred to as the "Developments"), and any and all services and products which embody, emulate or employ any such Developments, shall be the sole property of Client. Nelson Interactive further agrees on behalf of itself and all Personnel that the originals and all copies of all notebooks, disks, tapes, computer programs, reports, proposals and other documents and materials evidencing, incorporating, constituting, representing or recording any Development or Confidential Information of Client or of any other information, software or materials furnished to Nelson Interactive or Personnel by Client, however and whenever produced (whether by Nelson Interactive, Personnel or others) shall be the sole property of Client.

b. Nelson Interactive agrees on behalf of itself and all Personnel to assign, and hereby does assign to Client, all of its right, title and interest throughout the world in and to all Developments and to anything tangible which evidences, incorporates, constitutes, represents or records any Development. Nelson Interactive agrees on behalf of itself and all Personnel that to the extent the copyright laws of the United States shall apply to the Developments, the Developments shall constitute works made for hire under such copyright laws and hereby assigns and, to the extent any such assignment cannot be made at present, it hereby agrees to assign to Client all copyrights, patents and other proprietary rights it may have in any such Development, together with the right to file for and/or own wholly without restriction United States and foreign patents, trademarks, and copyrights with respect thereto. Nelson Interactive hereby waives and agrees on behalf of itself and all Personnel not to assert against Client any moral rights in or to the Developments or the results and proceeds of the services provided hereunder (including any proprietary rights), and specifically agrees that Client may modify the Developments and the results and proceeds of the services provided hereunder (including any proprietary rights) in any manner it desires and may distribute the same, with or without modification, using any product name and indication of authorship or origination it desires.

c. Client shall have the exclusive right forever throughout the universe to change, adapt, modify, use, combine with other material, create derivative works, sue for infringement and misappropriation, and otherwise exploit the Developments and the results and proceeds of the services provided hereunder in all media and by any manner or media, whether now known or hereafter invented or discovered.

Gary D. Nelson Associates, Inc.

Agreement Terms and Conditions

d. Nelson Interactive hereby undertakes on behalf of itself and all Personnel, to Nelson Interactive or Personnel (other than the compensation described in Section 1): (i) promptly to disclose all Developments to Client; (ii) to assist Client in every reasonable manner to obtain patents, trademarks or copyrights thereon in any and all countries for Client's benefit; and (iii) to execute all such patent or trademark applications, patent, trademark or copyright assignments and other lawful documents, and to take all such other actions, as Client may request to obtain for Client all right, title and interest in and to any of the Developments or otherwise to carry out the purposes of this Agreement.

e. The out-of-pocket cost of prosecuting patent applications and obtaining copyright registration shall be borne by Client. If Nelson Interactive or any Personnel are called upon after termination of this Agreement or performance of the services provided hereunder to assist Client as provided herein, Nelson Interactive or the Personnel shall be entitled to reasonable fees for services rendered in providing such assistance.

f. It is understood that this Section 8 applies, without limitation, to any and all oral communications and writings, including, without limitation, notes, drawings, specifications, schematics, flow charts, software, algorithms and engineering, sales, marketing and financial plans, and studies and reports that are prepared, compiled or acquired by Nelson Interactive or any Personnel during the term of this Agreement.

9. Insurance. During the term of this Agreement, Nelson Interactive shall maintain the following insurances with the following policy limits: (1) Workers' Compensation insurance as required by applicable law; (2) Employers' Liability insurance with limits of \$1,000,000; (3) Commercial General Liability insurance with limits of \$2,000,000 Aggregate and \$1,000,000 occurrence for bodily injury and property damage; (4) Comprehensive Automobile Liability insurance with limits of \$1,000,000 combined single limit for bodily injury and property damage.

10. Invoices. All invoices shall be submitted to Client on a weekly basis. The invoice shall include Personnel's pay as determined by the written mutual agreement of the parties prior to commencement of services by such Personnel, plus a mark-up as outlined in Exhibit A. The mark-up or service charge applies only to payroll (base wages and overtime, bonus or commissions, if any) but not to additional services such as expense reimbursement, cost of drug testing if requested by Client, or outside services, all of which will be billed to Client at cost.

11. Notification of Changes to Personnel's Job Duties. Client agrees, upon any change in job duties from those for which Personnel was initially placed, to obtain written agreement from Nelson Interactive. This is necessary to ensure that Nelson Interactive is properly informed in order to assess the risk of the duties and responsibilities of Nelson Interactive Personnel. If Client makes a change without Nelson Interactive's written consent, then Client agrees to reimburse Nelson Interactive for any additional cost incurred, including, without limitation, the increased cost of insurance premiums for Worker's Compensation coverage.

Gary D. Nelson Associates, Inc.

Agreement Terms and Conditions

12. Indemnification. Client agrees that the Personnel of Nelson Interactive will be adequately protected, trained and supervised, as required by law. Client agrees to comply with all Federal, State and local legal obligations relating to protecting Personnel from harassment, or any improper interference with their ability to perform their work, as well as obligations relating to federal and state occupational safety and health laws, and to the extent permitted by law, agrees to indemnify and hold harmless Nelson Interactive from any liabilities, damages, losses, judgments, settlements, actions, or causes of action, costs, penalties, and expenses of any kind (including reasonable attorney's fees) arising out of (i) Client's failure to comply with this provision, or (ii) claims brought by third parties alleging that materials Client supplied to Nelson Interactive infringe upon or misappropriate any patent, copyright, trademark, trade secret, moral right, privacy right of publicity of such third party. Nelson Interactive agrees to indemnify and hold harmless Client and its affiliates, and their respective officers, directors, agents, employees and representatives from and against any and all liabilities, damages, losses, judgments, settlements, actions, or causes of action, costs, penalties, and expenses of any kind (including reasonable attorney's fees) arising out of (i) any information or material supplied by Nelson Interactive or Nelson Interactive Personnel to Client in connection with this Agreement (including the services), (ii) any breach (or alleged breach) by Nelson Interactive of any of its representations, warranties, covenants or other obligations under this Agreement, or (iii) any act or omission of Nelson Interactive or any of its Personnel which results in (1) any bodily injury, sickness, disease or death, (2) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom, or (3) any violation of any statute, ordinance, regulation or other legal requirement.

13. Limitation of Liability. Except for claims involving breach of Section 7 (Confidential Information), indemnification obligations, or willful misconduct or gross negligence, in no event shall either party's aggregate liability to the other party in connection with this Agreement, exceed an amount equal to the total amount of fees paid by Client in the twelve month period preceding the claim.

14. Waiver of Consequential Damages. Except for Nelson Interactive's breach of its obligations under Section 7 above (Confidential Information) or any indemnification obligations agreed to by either party under Section 12 (Indemnification) of this Agreement, neither party shall have any liability to the other party or any third party for any indirect, special or consequential damages arising in any way out of this Agreement or the transaction contemplated thereby, under any cause or action or theory of liability, and irrespective of whether such party had advance notice of the possibility of such damages. ✓

15. Access to Valuables. Client agrees not to entrust Personnel with unattended premises, or to give access to or advance to Personnel any cash, cash negotiables, jewelry, or other high-value tangibles (excluding computer, information technology, and office equipment), unless Nelson Interactive gives Client written consent. Client agrees to waive any claim against Nelson Interactive and to hold Nelson Interactive harmless and to indemnify Nelson Interactive from any costs, claims or losses which occur in whole or in substantial part from Client's failure to comply with this provision.

Gary D. Nelson Associates, Inc.

Agreement Terms and Conditions

16. Conversion and Referral Fees. Nelson Interactive and Client agree that Client may hire directly on its own payroll or engage as an independent contractor or engage through another agency Personnel or any candidate referred by or performing services on behalf of Nelson Interactive, provided Client has paid to Nelson Interactive all invoiced amounts for such Personnel or candidate. If Client directly or indirectly hires Personnel recruited by Nelson Interactive and on temporary assignment with Client, then Client shall pay Nelson Interactive the conversion fee set forth in the attached Exhibit A. If Client directly or indirectly hires any candidate first referred by Nelson Interactive within the previous one hundred eighty (180) day period but not on temporary assignment with Client, then Client shall pay Nelson Interactive the referral fee set forth in the attached Exhibit A. Notwithstanding anything to the contrary, Nelson Interactive shall be entitled to no conversion, referral or placement fees for Personnel or any candidate that (i) Client shows was already in Client's recruitment database prior to the date of original referral or submission by Nelson Interactive; (ii) is a direct relative of a Client employee, (iii) is not submitted or referred in response to and within the scope of Client's any written request for Personnel or candidates, or (iv) was originally submitted or referred to Client more than one hundred eighty (180) days prior.

17. Term. This Agreement shall commence on the Effective Date and shall continue for a period of two (2) years thereafter unless earlier terminated in accordance with the provisions of this Agreement or upon the mutual written agreement of Client and Nelson Interactive. The term of this Agreement may be extended by a written agreement signed by both parties.

18. Termination. Either party may terminate this Agreement for convenience by delivering written notice to the other at least thirty (30) days in advance of the desired termination date.

19. Governing Law. This agreement will be construed under the laws of Delaware and in the event of a dispute between Nelson Interactive, Client, and/or the employee.

20. Arbitration. Any dispute between the parties arising out of this Agreement, its application, interpretation, or termination, shall be submitted by the parties to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator shall follow Rhode Island law and the Federal Rules of Evidence in adjudicating the dispute. The prevailing party shall be entitled to attorneys' fees and costs from the other party in the event of any legal dispute arising under this Agreement.

21. Modification/Waiver. This Agreement may not be amended, modified, waived, or changed in any respect except as agreed in writing and signed by Nelson Interactive and Client. A waiver by either party of any term or condition of this Agreement shall not be deemed or construed to be a waiver of any other term or condition of this Agreement. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of any such term or condition for the future, or of any subsequent breach thereof.

Gary D. Nelson Associates, Inc.

Agreement Terms and Conditions

22. Severability and Interpretation. In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision or portion thereof shall be considered separate and apart from the remainder of this Agreement, and the other provisions shall remain fully valid and enforceable.

23. Entire Agreement. This Agreement sets forth the entire agreement and understanding between Nelson Interactive and Client, with respect to the subject matter hereof and supersedes any and all other prior or contemporaneous agreements, written or oral, that the parties heretofore may have had with respect to the subject matter herein.

24. Miscellaneous. Nelson Interactive understands and agrees that the services to be provided Client under and pursuant to this Agreement shall be so provided on a day-to-day, as needed basis and that Client in its sole discretion shall determine its need, if any, for the services or continuation of the services as may be provided by Nelson Interactive under and pursuant to this Agreement. Nelson Interactive Personnel who perform the services for Client under and pursuant to this Agreement shall be bound by the provisions of this Agreement and Nelson Interactive shall, at the request of Client, furnish to Client satisfactory evidence to that effect. The status of Nelson Interactive is that of an independent contractor and not of an agent or employee of Client and, as such, Nelson Interactive shall not have the right or power to enter into any contracts, agreements, or any other commitments on behalf of Client.

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Gary D. Nelson Associates, Inc.

Exhibit A

Scope of Services to be Provided by Nelson Interactive

Temporary Staffing

Nelson Interactive will provide thoroughly tested, reference-checked, qualified temporary personnel to you at very competitive bill rates. It is Nelson Interactive's practice to respond to each client request within 30 minutes with the name of the person who will report to work or a status report on our progress.

Rates **34% mark-up** above Personnel's pay rate for regular or overtime hours.

Personnel's pay rate shall be determined by the written mutual agreement of the parties prior to commencement of services by such Personnel.

Nelson Interactive reserves the right to request from Client an increased mark-up in the event of increase in employee statutory taxes, including, but not limited to, Federal Income Tax, Social Security Tax, Medicare Tax, CA State Income Tax, Unemployment and Workers' Compensation.

Guarantee Should any temporary employee provided by Nelson Interactive not be satisfactory, and our staff is notified immediately or within twenty-four hours of the first workday, there will be no charge to Client for the first four hours worked by that employee.

Temporary to Hire Placement

Client may choose to hire one of Nelson Interactive's temporary employees currently on assignment at Client.

Rates Client will be charged a conversion fee equal to **eighteen percent (18%)** of employee's first year annual base salary, less a partial credit for hours worked on the temporary assignment.

Hours	Credit
0 – 130	No Credit
131 – 260	Credit equal to 25% of fee
261 – 390	Credit equal to 50% of fee
391 – 520	Credit equal to 75% of fee
521+	No fee

Guarantee For conversion prior to 90 days from the beginning of the assignment, our standard 90-day guarantee applies:



CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") is made and entered into as of the 1st day of February, 2012 (the "Effective Date") by and between 38 Studios, LLC with its principal place of business located at One Empire Plaza, Providence, RI 02903 ("Client") and Oxford Global Resources, Inc. with its principal place of business located at 100 Cummings Center, Suite 206L, Beverly, MA 01915 ("Oxford"). Oxford will provide to Client professional consulting services that are mutually agreed upon by the parties from time to time on a time and material basis ("Services") and set forth in a Statement of Services similar in form to the one attached hereto as Attachment A ("SOS"). The Services shall be subject to the terms and conditions set forth below:

1. **Services.** Oxford agrees to provide the consultants set forth in a SOS ("Consultants" or each individually a "Consultant") to perform the Services that are mutually agreed upon by the parties from time to time and set forth in a SOS. Oxford understands and agrees that the Services to be provided Client under and pursuant to this Agreement shall be so provided on a day-to-day, as needed basis under the direct supervision of Client and that Client in its sole discretion shall determine its need, if any, for the Services or the continuation of the Services as may be provided by Oxford under and pursuant to this Agreement. Each of the Consultants set forth in a SOS, is an employee of Oxford or of an Oxford subcontractor. Oxford represents and warrants that to its knowledge after reasonable inquiry, all Consultants have the right to perform the Services required under and pursuant to this Agreement without violation of obligations to Oxford's subcontractors or others. Oxford shall maintain in full force and effect General Liability insurance and Worker's Compensation and Employer's liability insurance in accordance with applicable law. Certificates of Insurance will be supplied upon request.

Under normal circumstances, all hours worked by the Consultants will be performed on the Client's premises. Unless overtime hours are expressly permitted on an applicable SOS, Oxford shall not allow a Consultant to work more than forty (40) hours per week, or to incur any overtime, without the advanced, written consent of the Client.

2. **Client's Rights.** All of the results and proceeds of the Services provided by Oxford and the Consultants hereunder ("Materials") shall constitute a work specially ordered or commissioned by Client, and shall be deemed a "work made for hire" under U.S. copyright law, with Client being considered the author thereof for copyright purposes and the owner of the copyright and all other rights therein now known or hereafter recognized throughout the universe in perpetuity. If any of the Materials are determined not to be "works made for hire," Oxford and the Consultants shall be deemed to have assigned, and shall agree to assign, all right, title, and interest in the Materials to Client throughout the universe in perpetuity. All of the Materials are the sole and exclusive property of Client and Client shall have the exclusive right to use and reuse and license the use and reuse of the Materials throughout the universe in perpetuity in its products, merchandise, and in any videogames, audio or audio-visual productions, and in any other medium, manner or method now known or hereafter devised, without the consent of or further payment to Oxford, any Consultants or any other party. Oxford and the Consultants waive any "moral rights" of authors throughout the world with respect to the Materials and acknowledge that Client shall be entitled to modify the Materials in any manner. Oxford agrees to have each of the Consultants sign an agreement that is at least as protective of Client's rights as this Agreement, and at Client's request, Oxford shall furnish to Client satisfactory evidence to that effect. Oxford further agrees to have each of the Consultants sign and deliver to Client any other document that Client may reasonably require to protect its rights under this Agreement.

3. **Invoicing.** Invoices will be rendered monthly based on timesheets documenting the hours worked by the Consultant. The signature (electronic or otherwise) of an authorized Client representative on a timesheet, or electronic acceptance by an authorized Client representative of the hours reported by the Consultant via an electronic timekeeping system, shall evidence performance of such time and Services for the relevant week, and if no notice of unsatisfactory performance is sent to Oxford prior to payment being made for such time and Services, shall evidence full performance and acceptance of such time and Services. Client will be invoiced for all time Consultants spent performing the Services at the rates set forth in the applicable SOS and for any other expenses approved in writing in advance by Client or provided for in the SOS. In addition, sales tax mandated by law in certain locations will be billed to Client. Payment will be made within thirty (30) days from the date an invoice is

Consulting Services Agreement

Revised October 2011

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received unless otherwise set forth in the applicable SOS, and shall be deemed overdue if it remains unpaid thereafter. In the event that Client is proven to have breached its payment obligations, Oxford shall be entitled to any reasonable attorneys' and/or collections' fees associated with such efforts. For the avoidance of doubt, any invoices emailed by Oxford to Client must be sent to purchases@38studios.com, and Client shall make payment on emailed invoices within 30 days of the date that it acknowledges receipt of the invoice.

4. **Conversion Fees.** Client agrees that engagements are made with the understanding that, during the term of a Consultant's assignment with Client and for a period of six (6) months thereafter, neither Client nor any of Client's divisions, subsidiaries or affiliates will hire or contract with directly, or indirectly the Consultant as an employee or independent contractor unless Client pays Oxford as liquidated damages, an amount equal to twenty percent (20%) of the Consultant's hourly rate set forth in the applicable SOS multiplied by two-thousand (2,000) hours. In addition, for a period of one (1) year following the date that Oxford first refers or presents a candidate to Client for temporary services, Client shall not hire nor contract with, directly or indirectly, the candidate if the candidate was referred by Oxford in response to a written request by Client for candidates. In addition, Client agrees and understands that any hiring or retention of an Oxford subcontractor Consultant will require the express written permission of Oxford and the subcontractor. Except as provided in this Section 4 or otherwise agreed to in writing by the parties, no liquidated damages, conversion fees, placement fees or referral fees shall be due to Oxford in the event that Company hires or otherwise engages a Contractor. For the avoidance of doubt, Oxford agrees that it shall not make any direct placement referrals to Client and that it shall not be entitled to any direct placement referral fees under this Agreement or a SOS.
5. **Termination.** Either party may terminate this Agreement for convenience upon seven (7) days advanced written notice to the other party. If Consultant becomes unable or unwilling to perform Services, Oxford or Client may terminate the applicable SOS upon advanced notice to Client. After the date of any such termination, Oxford shall provide a final invoice to Client for fees and expenses due for the Services performed hereunder, up to and including the date of termination. Termination of this Agreement shall not relieve Client of its obligation to pay for all such fees and expenses. Additionally, Section 2, Section 3, Section 4, Section 6, Section 8 and any other section or provision which, by its nature or terms, is intended to survive, shall so survive termination or expiration of this Agreement.
6. **Confidential Information.** The parties understand that during the course of performance under this Agreement, each party (in such capacity, the "Receiving Party") may have access to certain confidential and proprietary information and materials of the other party (in such capacity, the "Disclosing Party"). "Confidential Information," for the purposes of this Agreement, shall include information that at the time it is furnished is identified as confidential or proprietary or is otherwise known or should reasonably be known to be confidential or proprietary based on the nature of the information disclosed or the circumstances of disclosure. The rate identified in a SOS and or any fees paid to Oxford for Services shall be deemed Confidential Information and shall not be disclosed to any third party without the mutual written consent of both parties. **Protection of Confidential Information.** The Receiving Party shall protect the Confidential Information of the Disclosing Party by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination or publication of the Confidential Information of the Disclosing Party as the Receiving Party uses to protect its own Confidential Information of a like nature. The Receiving Party shall not disclose the Confidential Information of the Disclosing Party to any third party, or to any employee who does not have a need to know such information. **Exceptions.** This Agreement imposes no obligation upon the parties with respect to the Confidential Information which the Receiving Party can sufficiently demonstrate (a) was lawfully known to the Receiving Party before receipt from the Disclosing Party; (b) is or becomes a matter of public knowledge through no fault of the Receiving Party, its representatives or its agents; (c) is rightfully received by the Receiving Party without restriction on disclosure from a third party who is not bound by confidentiality obligations; (d) is independently developed by the Receiving Party; (e) is required to be disclosed under applicable laws or pursuant to a subpoena, provided that Receiving Party provides the Disclosing Party with sufficient notice and cooperation so as to allow the Disclosing Party to seek a protective order or injunctive relief; or (f) is disclosed by the Receiving Party with the Disclosing Party's prior written approval. This Section 6 shall survive termination or expiration of this Agreement and continue for a period of five (5) years following the date of such termination or expiration. For the avoidance of doubt, if any Consultant acquires or gains Confidential Information as described in this Section 6, that Consultant and Oxford shall each be considered the "Receiving Party" with respect to that Confidential Information which was acquired or gained.

7. **Independent Contractor.** This Agreement does not create any agency or employment relationship between Oxford and Client, and both parties are acting hereunder as independent contractors. Neither party grants the other any right to bind it except as otherwise expressly agreed in writing. The Consultants shall for all purposes be considered employees and/or independent contractors of Oxford. Oxford shall provide, maintain, and handle, or with Client's approval not to be unreasonably withheld, contract with another company to provide, maintain, and handle, all payroll services and/or compensation for the Consultants, all records with respect thereto, to withhold and remit all required taxes and social security payments with respect thereto, and to make and/or handle all unemployment and workers' compensation claims involving the Consultants. The parties hereto specify and intend that no Consultant shall at any time be deemed an employee of Client unless the parties otherwise agree in writing with respect to a particular Consultant. Consultants shall not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by Company to its direct employees.
8. **Limitation of Liability.** BOTH PARTIES' LIABILITY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE FEE(S) PAID TO OXFORD BY CLIENT FOR THE SERVICES HEREUNDER. OXFORD SHALL IN NO EVENT BE LIABLE FOR PUNITIVE DAMAGES, LOSS OF PROFIT, LOSS OF GOODWILL OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES SUFFERED BY CLIENT UNDER THIS AGREEMENT WHETHER IN CONTRACT OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 8, NEITHER PARTY'S LIABILITY SHALL BE CAPPED OR IN ANY WAY LIMITED IN CASES INVOLVING (1) BREACH OF CONFIDENTIALITY OBLIGATIONS, AND (2) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
9. **Force Majeure and Compliance.** Neither party shall be liable for any delay in performance or inability to perform due to Force Majeure. "Force Majeure" includes any acts or omissions of any government or governmental body, acts of God, fires, strikes or other labor disputes, major equipment or telecommunications equipment failures, or any similar act, omission or occurrence beyond the party's control. Both parties represent and warrant that each is an equal opportunity employer and each shall comply with applicable laws. Upon request, Client agrees to assist Oxford and verify required I-9 information. Client further represents and warrants that it shall obtain all applicable export control-related authorizations, licenses, permissions and shall comply with all applicable U.S. export control statutes and regulations.
10. **Entire Agreement, Modifications and Governing Law.** This Agreement, including each duly executed SOS, constitutes the entire agreement between Oxford and Client. No understanding which modifies these terms shall be binding unless made after the Effective Date of this Agreement in a writing signed by both Oxford and Client. The validity, interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts. It is expressly agreed that any terms and conditions of Client's Purchase Order will be superseded by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below.

OXFORD GLOBAL RESOURCES, INC.

38 STUDIOS, LLC

By: Beth Stanhope

By: W.C. Thomas

Name: Beth Stanhope

Name: William C. Thomas

Title: Corporate Paralegal

Title: President

Date: 2/7/2012

Date 2/1/12



**Attachment A
Statement of Services**

This Statement of Services (this "SOS") made and entered into on February 1, 2012 is incorporated by reference into and subject to the terms and conditions of that certain Consulting Services Agreement between 38 Studios, LLC ("Client") and Oxford Global Resources, Inc. ("Oxford") with an Effective Date of February 1, 2012 ("Agreement").

I. Services

A. Oxford shall provide the Services of the following Consultant(s) during the dates and at the locations indicated, and Client shall pay for such Services at the Hourly Rates set forth below.

Consultant Name	Start Date	End Date	Hourly Rate	Overtime Rate	Work Location	Regular Hours Permitted, Overtime Hours Permitted

II. Expenses

Business and travel expense, if any, will be documented by properly completed and approved expense reports, including adequate supporting documentation for the expense incurred. Client will reimburse Oxford for the following business and travel expenses: _____ and all other expenses approved in writing and in advance by Client.

III. Payment Terms

An invoice will be sent to Client via mail or email sent to purchases@38studios.com. If the invoice is mailed, payment will be made within thirty (30) days from the date the invoice is received. If the invoice is emailed, payment will be made within thirty (30) days of the date that Client acknowledges receipt of the emailed invoice.

IV. Client Information:

The Client hereby designates _____ as Client Manager (Phone No. _____). The Client Manager shall have overall responsibility for directing and managing the Services performed. The Client shall give prompt written notice of any change in the Client Manager designee.

Agreed to and Acknowledged by:

OXFORD GLOBAL RESOURCES, INC.

38 STUDIOS, LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

TAX CREDIT PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is dated as of January 25, 2012, by and between Preservation Credit Fund, LLC, a Rhode Island limited liability company, having an address at 155 Chestnut Street, Providence, Rhode Island 02903 (the "Buyer") and 38 Studios, LLC, a limited liability company, having an address at One Empire Plaza, Providence, Rhode Island 02903 (the "Seller").

RECITALS

WHEREAS, Rhode Island General Laws ("R.I.G.L.") and the regulations promulgated thereunder (collectively, the "Statute"), authorizes the issuance of motion picture tax credits ("Tax Credits") to a motion picture production company as such term is defined in the Statute based on certain activities and costs incurred in the production of a "state certified production" as such term is defined in the Statute;

WHEREAS, the Rhode Island Film & Television Office ("Film Office") has pre-approved 2012 Tax Credits, in two separate applications, which total approximate amount of Twelve Million Dollars (\$12,000,000.), with respect to the video game presently code-named Copernicus ("Production") being developed by the Seller;

WHEREAS, prior to receipt of a tax credit certificates being issued by the Film Office ("Tax Credit Certificate") evidencing the Tax Credits, Seller shall enter into this purchase agreement, whereby, among other things, Buyer agrees to purchase 100% of the Tax Credits from the Seller (the "Purchased Certificates");

WHEREAS, Seller desires to sell to the Buyer 100% of the Tax Credits, which is the subject of this Agreement, and Buyer desires to acquire Seller's Tax Credits upon the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.01 Definitions. Capitalized terms not otherwise defined in this Agreement shall have the following meanings:

"Affiliate" means, with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with such other Person.

"Governmental Authority" means any government, court, regulatory or administrative agency or commission, or other governmental authority, agency or instrumentality, whether federal, state or local (domestic or foreign).

“Lien” means any mortgage, lien, pledge, charge, security interest or encumbrance of any kind.

“Person” means an individual, limited liability company, corporation, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

ARTICLE II

PURCHASE AND SALE

2.01 Agreement to Purchase. At Closing (defined below), upon the terms and subject to the conditions of this Agreement, Seller hereby agrees to sell, transfer, assign, convey and deliver or cause to be sold, transferred, conveyed, assigned and delivered, to Buyer or Buyer’s nominee, and Buyer hereby agrees to purchase from Seller, the Purchased Certificates, free and clear of all Liens, and all right, and interest in and to the Purchased Certificates.

2.02 Purchase Price. The purchase price for the Purchased Certificates (the “Purchase Price”) is Seven Million Five Hundred and Sixty Thousand Dollars (\$7,560,000), representing \$.63 per \$1.00 of Tax Credit, which Purchase Price shall be adjusted upward or downward based on the final Tax Credit Certificate when issued and using the pricing set forth in this Section 2.02. The Purchase Price, less any fees, costs and holdback, shall be paid in immediately available funds by wire transfer or certified check to Seller.

2.03 Closing. The closing (the “Closing”) of the purchase and sale of the Purchased Certificates hereunder shall take place at such time or place as Buyer and Seller may mutually agree. At the Closing:

(a) Buyer shall wire the Purchase Price to Seller at such account designated by Seller less One Million and Sixty Dollars (\$1,060,000), which amount shall be a holdback and not paid until five (5) business days following delivery of the 100% of the Purchased Certificates to Buyer. Such amount may be adjusted by Buyer upward or downward accordingly based on the final Tax Credit Certificate amount.

Seller shall immediately upon its receipt of the Purchased Certificates, deliver the Purchased Certificates to Buyer properly assigned to Buyer or Buyer’s nominee(s) for the 2012 taxable year in two tranches, the first of which shall be in an amount equal to Five Million Hundred Thousand Dollars (\$5,000,000.) on or before June 15, 2012 and the balance of the Purchased Certificates, on or before April 1, 2013. If such delivery is made to Buyer after each required date as set forth in this paragraph, the purchase price shall be reduced by \$.03 per one dollar of Tax Credit issued. If such delivery is not made to Buyer on or before June 1, 2013, Buyer at its option may terminate this Agreement and Seller shall, within thirty (30) days of receipt of a written request from Buyer to terminate, make a payment to Buyer, in an amount equal to the product of the amount of such Tax Credits multiplied by the Purchase-Price-per-\$1.00 of Tax Credits, plus interest until the date of payment, at the lesser of the rate of twenty-five percent (25%) per annum or the maximum rate permitted by law.

(b) Buyer and Seller shall also execute and deliver all such other instruments, documents and certificates as may be reasonably requested by the other party that are necessary

for the consummation at the Closing of the transactions contemplated by this Agreement, which are in form and substance reasonably satisfactory to Buyer and Seller.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Except as otherwise provided herein, the Seller hereby represents and warrants to Buyer:

3.01 Power and Authority. Seller has full legal power to enter into, execute, deliver and carry out this Agreement, to incur and to perform its obligations hereunder, and all such actions have been duly authorized by all necessary proceedings on its part.

3.02 Validity, Delivery and Binding Effect. This Agreement has been duly and validly executed and delivered by Seller. This Agreement constitutes the legal, valid and binding obligations of Seller, which is on and after its date of delivery thereof, enforceable against Seller in accordance with its terms.

3.03 Non-Contravention. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein contemplated nor compliance with the terms and provisions hereof by Seller will conflict with, constitute a default under or result in any breach of (i) the terms and conditions of the certificate of incorporation, the certificate of limited partnership, the certificate of formation or organization or other organizational documents of Seller or (ii) any law, order, writ, judgment, injunction or decree by which Seller is bound or to which it is subject, or result in the creation or enforcement of any Lien, charge or encumbrance whatsoever upon any property (now or hereafter acquired) of Seller (other than the Prior Security Interest granted to Lender). In addition, neither the execution and delivery of this Agreement nor the consummation of the transactions herein contemplated nor compliance with the terms and provisions hereof by Seller will conflict with, constitute a default under or result in any breach of (x) the terms and conditions of the bylaws, the partnership agreement or the limited liability company agreement of Seller or (y) any agreement or instrument to which Seller is a party; provided that with respect to (x) and (y) such breach is material to the business or financial condition of Seller.

3.04 Ownership, Knowledge and Authority. To the best of Seller's Knowledge, Seller owns the entire right, title and interest in and to the Purchased Certificates and such ownership interest is free and clear of any Liens; and (b) Seller has the right to enter into this Agreement and has obtained any and all necessary authorizations from third parties to do so.

3.05 Governmental Authorization. To the best of Seller's Knowledge, the execution, delivery and performance by Seller of this Agreement does not require any notice to, action or consent by or in respect of, or filing with, any Governmental Authority, except the Film Office.

3.06 Litigation. There is no action, suit, investigation or proceeding (or to Seller's Knowledge, any basis therefor), of which Seller has received written notice, pending or, to the Knowledge of Seller, threatened, before any Governmental Authority that has or could materially affect any Purchased Certificate. Seller has not received written notice of any claims made by any Person with respect to, or any actions, suits or other proceedings relating to, any Purchased

Certificates which would have a material adverse effect on the proposed or intended use of the Purchased Certificates.

3.07 Transfer of Title to Purchased Certificates. Upon the consummation of the transactions contemplated hereby, Buyer shall have acquired good and marketable title in and to each of the Purchased Certificates, free and clear of all Liens.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller:

4.01 Organization and Existence. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Rhode Island and has all applicable powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

4.02 Power and Authority. Buyer has full legal power to enter into, execute, deliver and carry out this Agreement, to incur and to perform its obligations hereunder, and all such actions have been duly authorized by all necessary proceedings on its part.

4.03 Validity, Delivery and Binding Effect. This Agreement has been duly and validly executed and delivered by Buyer. This Agreement constitutes the legal, valid and binding obligations of Buyer, which is on and after its date of delivery thereof, enforceable against Buyer in accordance with its terms.

4.04 Non-Contravention. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein contemplated nor compliance with the terms and provisions hereof by Buyer will conflict with, constitute a default under or result in any breach of (i) the terms and conditions of the certificate of incorporation, the certificate of limited partnership, the certificate of formation or organization or other organizational documents of Buyer or (ii) any law, order, writ, judgment, injunction or decree by which Buyer is bound or to which it is subject, or result in the creation or enforcement of any Lien, charge or encumbrance whatsoever upon any property (now or hereafter acquired) of Buyer. In addition, neither the execution and delivery of this Agreement nor the consummation of the transactions herein contemplated nor compliance with the terms and provisions hereof by Buyer will conflict with, constitute a default under or result in any breach of (x) the terms and conditions of the bylaws, the partnership agreement or the limited liability company agreement of Buyer or (y) any agreement or instrument to which Buyer is a party; provided that with respect to (x) and (y) such breach is material to the business or financial condition of Buyer.

4.05 Governmental Authorization. To the best of Buyer's Knowledge, the execution, delivery and performance by Buyer of this Agreement does not require any notice to, action or consent by or in respect of, or filing with, any Governmental Authority (other than the filing of the Transfer Notice).

ARTICLE V

CONFIDENTIALITY

5.01 Neither party shall disclose either the existence or the terms of this Agreement to any third party or any confidential, propriety or non-public information provided to Buyer in connection with or pursuant to this Agreement ("Confidential Information"), or use such information for any purpose other than in connection with the transactions contemplated by this Agreement without the prior written consent of the Seller and all such information shall be disclosed only as reasonable necessary to (i) members, officers, accountants or attorneys of Buyer or Seller (collectively, "Representatives"), and (ii) as required by law, court order or regulatory agency or in a legal proceeding when such information is the subject of a subpoena or other similar requests for information; provided, that, in the case of clause (i), the Representatives agree to be bound by the terms of this Section, and in the case of clause (ii), prior written notice of such disclosure shall be furnished to Seller or Buyer, as the case may be, as soon as practicable in order to afford Seller or Buyer an opportunity to seek a protective order; it being understood and agreed that if Seller or Buyer is unable to obtain or does not seek a protective order prior to such time that disclosure of such information is due from the disclosing party, the disclosure of such information as to which legal counsel has advised is legally required to be disclosed may be made. Buyer and Seller agree that it will be responsible for any disclosure of Confidential Information by the Representatives that would constitute a breach of this Section if made by such party. Seller and Buyer acknowledge that Buyer or Seller may be required to provide copies of this Agreement to either the Film Office or the DOT, and agrees that copies may be provided to such office if requested. Notwithstanding anything to the contrary set forth in this Agreement, any obligations of confidentiality contained in any provision of this Agreement, shall not apply to the tax structure or tax treatment of the transaction contemplated by this Agreement and any and all aspects of any transactions related to such tax structure or tax treatment ("Transaction"), and each party hereto (and any employee, representative or agent of any party hereto) may disclose to any and all persons, without limitation of any kind, the tax structure and tax treatment of the Transaction.

ARTICLE VI

COVENANTS OF BUYER & SELLER

6.01 Collateral Assignment of Purchase Agreements and Proceeds. Seller acknowledges and agrees that this Agreement shall be subject to the Collateral Assignment of Purchase Agreements and Proceeds, whereby a lender shall be granted a security interest in all rights of Buyer under this Agreement, as the same may be amended, supplemented or modified from time to time, including all contracts and related rights to receive money due and to become due thereunder or in connection therewith.

6.01 Reduction. If at any time after the issuance of the Tax Credit Certificate(s), there shall be a Determination (as defined below) that reduces the amount of Tax Credits available to Buyer (including, without limitation, a defect in or failure timely to file the transfer contract and/or the transfer statement), Seller shall, within thirty (30) days of receipt of a written request from Buyer make a payment to Buyer, in an amount equal to the product of the amount of such reduction in Tax Credits (the "Reduction Amount") available to Buyer under such Tax Credit Certificate(s), multiplied by the Purchase-Price-per-\$1.00 of Tax Credits, plus interest on each recipient's allocable portion of the Reduction Amount from the date of a Determination (as defined below) until the date of payment, at the lesser of the rate of eight per cent (8%) per annum, compounded annually or the maximum rate permitted by law. For purposes of this paragraph,

“Determination” means the earlier to occur of (i) the date on which a decision, judgment, decree or other order has been issued by any court of competent jurisdiction, which decision, judgment, decree or other order has become final (i.e., all allowable appeals requested by the parties to the action have been exhausted or all appeal periods have expired), and (ii) the date on which the DOR has entered into a binding agreement with the Seller and/or Buyer, designated purchaser(s) and/or assignee(s) with respect to such issue or on which the DOR has reached a final administrative or judicial determination with respect to such issue which, whether by law or agreement, is not subject to appeal.

ARTICLE VII

COVENANTS OF BUYER AND SELLER

7.01 Efforts; Further Assurances.

(a) Subject to the terms and conditions of this Agreement, each party shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable laws and regulations to consummate the transactions contemplated by this Agreement; Seller and Buyer agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary in order to consummate or implement expeditiously the transactions contemplated by this Agreement and to vest in Buyer good and marketable title to the Purchased Certificates.

ARTICLE VIII

SURVIVAL; INDEMNIFICATION

8.01 Survival. The representations and warranties as well as confidentiality obligations of the parties hereto contained in this Agreement or in any certificate or other writing delivered pursuant hereto or in connection herewith shall survive the Closing for a period of 5 years.

8.02 Indemnification.

(a) Seller agrees to indemnify, defend and hold harmless Buyer and its Affiliates from any and all damage, loss, claims, liability and expenses (including, without limitation, reasonable attorneys' fees and expenses in connection with any action, suit or proceeding) (collectively, "Loss") incurred or suffered by Buyer or any of its Affiliates arising out of or relating to any misrepresentation or breach of warranty, covenant or agreement made or to be performed by Seller pursuant to this Agreement. The foregoing indemnity shall include reimbursement of any legal or other expenses reasonably incurred in connection with investigating or defending any such Loss.

(b) Subject to the terms herein, Buyer agrees to indemnify, defend and hold Seller harmless from any and all Loss incurred or suffered by Seller arising out of any misrepresentation or breach of warranty, covenant or agreement made or to be performed by Buyer pursuant to this Agreement.

8.03 Force Majeure. No party shall be liable for failure or delay in performing any of its obligations hereunder if such failure or delay is occasioned by compliance with any governmental regulation, request or order, or by circumstances beyond the reasonable control of the party so

failing or delaying, including, without limitation, acts of God, war, acts of terrorism, insurrection, fire, flood, accident, labor strikes, work stoppage or slowdown (whether or not such labor event is within the reasonable control of the parties). Each party shall (a) promptly notify the other party in writing of any such event of force majeure, the expected duration thereof and its anticipated effect on the ability of such party to perform its obligations hereunder, and (b) make reasonable efforts to remedy any such event of force majeure. Notwithstanding the foregoing, this Section 8.03 shall not apply to payment of the Purchase Price.

ARTICLE IX

TERMINATION

9.01 Termination.

(a) Except as otherwise provided in this Section 9.01 or Section 10.02, this Agreement shall terminate upon the payment in full of the Purchase Price by the Buyer to the Seller pursuant to Section 2.02 hereof.

(b) In the event that Buyer defaults under its obligations to purchase the Tax Credits pursuant to the terms and conditions hereof, then Seller shall have the right to terminate this Agreement and sell the Tax Credits to another purchaser, provided, however, that such termination shall not relieve Buyer of its obligations hereunder, and Buyer shall be liable to Seller for any Loss, including an amount equal to the difference, if any, by which the amount received by Seller from the subsequent sale of the Tax Credits to another purchaser is less than the amount that Buyer would have paid under this Agreement in the absence of such default. Seller shall also be entitled to retain the deposit (if any) received from Buyer in satisfaction of such default.

(c) In the event that Seller defaults under its obligations to sell the Tax Credits to Buyer pursuant to the terms and conditions hereof, then Buyer shall have the right to terminate this Agreement and shall be entitled to any and all available remedies in law and equity against Seller, including without limitation, specific performance.

ARTICLE X

MISCELLANEOUS

10.01 Notices. All notices, requests and other communications to either party hereunder shall be in writing (including telex, telecopy, email or similar writing with confirmed receipt of transmission) and shall be given,

(a) if to Seller, to:

38 Studios, LLC
One Empire Plaza
Providence, Rhode Island 02903
Attention: Bill Thomas

(b) if to Buyer, to:

Preservation Credit Fund, LLC
155 Chestnut Street
Providence, Rhode Island 02903
Attention: Michael D. Corso

with a copy to:

Shipman & Goodwin LLP
One Constitution Plaza
Hartford, Connecticut 06103
Attention: Bryon Harmon, Esq.
Telecopy: No. (860) 251-5099

or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt if delivered by hand or overnight courier service or sent by fax prior to 4:00 p.m. EST or on the date five business days after dispatch by certified or registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 10.01 hereof.

10.02 Changes In Law. Notwithstanding anything contained herein, at any time after execution hereof and prior to delivery of the Tax Credit Certificate to Buyer, if there is a change and/or modification in the Statute, including without limitation, a change that reduces or in any way limits the Buyer's ability to use 100% of the Tax Credits or assign such Tax Credits, Buyer may terminate this Agreement by written notice to Seller within thirty (30) days after such change in the Tax Credit Statute, without any penalty, and the parties shall have no further obligations to each other, and in the event the Buyer has paid any portion of the Purchase Price, Buyer may terminate this Agreement and Seller shall refund to Buyer within thirty (30) days of Buyer's termination notice any amounts paid by Buyer in the nature of a deposit or otherwise, and the parties hereto shall have no further obligations to each other.

10.03 Each Party Responsible. Each party acknowledges that it has relied upon its own tax and legal advisers. Each party is responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation, execution or delivery of this Agreement and all expenses associated with the entitlement to and transfer of the Purchased Certificates.

10.04 Amendments; No Waivers.

(a) Any provisions of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Buyer, Seller and Lender, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except to the extent expressly provided otherwise in this Agreement, the rights and remedies herein

provided shall be cumulative and not exclusive of any rights or remedies provided by law.

10.05 Broker. Each party acknowledges that there is no broker or intermediary that is due compensation for bringing Buyer and Seller together.

10.06 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assignees.

10.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

10.08 Counterparts; Execution. This Agreement and any amendments hereto may be executed and delivered in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement, and shall become effective when counterparts have been signed by each party hereto and delivered to the other parties hereto. In the event that any signature to this Agreement or any amendment hereto is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

10.09 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, among the parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth or referred to herein has been made or relied upon by either party hereto. Neither of this Agreement, nor any provision hereof, is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

10.10 Third Party Beneficiaries. Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the parties hereto and their respective successors and assigns as permitted under Section 10.06.

10.11 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

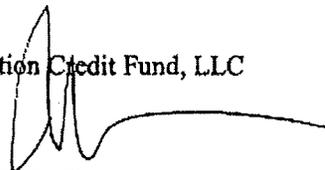
Seller:

38 Studios, LLC

By: 
Name: *W. C. Thomas*
Title: *PRESIDENT*

Buyer:

Preservation Credit Fund, LLC

By: 
Name: *Michael D. Corso*
Title: *member*

Scott Edelstein

From: Scott Edelstein
Sent: Tuesday, January 17, 2012 12:36 PM
To: 'Sedo :: Kathy Nielsen'
Subject: RE: domain acquisitions info

Hi Kathy:

Thanks. Subject to the issues we discussed below, we agree to the T&C and are good to go. Could you please send me an invoice for the \$690, and an address for where to send the check? The ten domains are:

amalur.info
amalur.net
amalur.de
amalur.es
amalur.fr
reckoning.info
reckoning.net
reckoning.de
reckoning.es
reckoning.co.uk

Thanks,
Scott

Scott Edelstein, Esq.

38 Studios, LLC | Manager of Business Affairs
o. 401 243-8322 | m. 339 225-1008
e. sedelstein@38studios.com

From: Sedo :: Kathy Nielsen [<mailto:kathy.nielsen@sedo.com>]
Sent: Tuesday, January 17, 2012 11:26 AM
To: Scott Edelstein
Subject: RE: domain acquisitions info

Here you go!

Kathy Nielsen
Director, Strategic Alliances
Sedo.com :: 161 First Street :: Cambridge, MA 02142
tel +1 (617)-499-7208 :: fax +(888) 777-4318
www.sedo.com :: Kathy@Sedo.com

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From: Scott Edelstein [mailto:scott.edelstein@38studios.com]
Sent: Tuesday, January 17, 2012 11:23 AM
To: Sedo :: Kathy Nielsen
Subject: RE: domain acquisitions info

Thanks, Kathy. This pretty much answered all of my questions. So all I need now is the W-9, and then I should be able to give you the go ahead.

Scott Edelstein, Esq.
38 Studios, LLC | Manager of Business Affairs
o. 401 243-8322 | m. 339 225-1008
e. scott.edelstein@38studios.com

From: Sedo :: Kathy Nielsen [mailto:kathy.nielsen@sedo.com]
Sent: Tuesday, January 17, 2012 9:41 AM
To: Scott Edelstein
Subject: RE: domain acquisitions info

Hello Scott,
I'm working on getting the w9, should still be today.
To confirm, you are only binding yourselves to the \$690 application fees for right now as we do the research. You are not obligated to buy the domains. As soon as we prepare the research and present you the domains and likely asking prices in writing, then you will review and decide what your budget it for each name. This will then in writing be set for your budget per name and we will use that as the binding purchase price. So if we then are able to negotiate a price below or at that set price you establish, you will be obligated to make the purchase.
This set price is flexible as well but all changes just need to be in writing. We document every step in our CRM.

Finally, our T&C is set. We do not make changes to it.
Our paper P&S is the document that is between you and the buyer, so that is more flexible. This is used at the very end of the acquisition process if we are successful in getting you the domain(s), and it's the paper P&S you will likely use as your contract between you and the seller.

Hope that works. Let me know if you have more questions, otherwise, I'll just get you the W9 ASAP.

Thank you,
Kathy

Kathy Nielsen
Director, Strategic Alliances
Sedo.com :: 161 First Street :: Cambridge, MA 02142
tel +1 (617)-499-7208 :: fax +(888) 777-4318
www.sedo.com :: Kathy@Sedo.com

Follow me on Twitter: SedoSales

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From: Scott Edelstein [mailto:sedelstein@38studios.com]
Sent: Monday, January 16, 2012 10:43 AM
To: Sedo :: Kathy Nielsen
Subject: RE: domain acquisitions info

Hi Kathy:

I hope that you had a good weekend.

-Could you email me back a signed completed W-9 (template attached)? Our finance department requires a W-9 before we can agree to any contract/purchase.

-Just to confirm, we are only binding ourselves to the \$690 right now, is that correct? In other words, no matter what offer price you end up suggesting for each domain (even if you suggest under \$2,000), we are not obligated to go forward unless, after we've seen the research results, we elect at that time to go forward, right? I just want to make sure, as I haven't yet sought our execs approval for anything beyond the \$690.

-Section 2.1.2.4 of the brokerage T&C says "In the event your assigned broker is successful... you consent to the use of Sedo's Standard Purchase and Sale Agreement as the controlling agreement." But as discussed, I am going to wait until after the research is completed before I run the purchase and sale agreement by our attorney. So it is tough for me to say right now that he will be 100% fine with the agreement as is. If he ends up wanting any changes to the agreement, is there any flexible on your part with making revisions? Or is it this agreement as is or nothing?

Let me know. Thanks,
Scott

Scott Edelstein, Esq.
38 Studios, LLC | Manager of Business Affairs
o. 401 243-8322 | m. 339 225-1008
e. sedelstein@38studios.com

From: Sedo :: Kathy Nielsen [mailto:kathy.nielsen@sedo.com]
Sent: Friday, January 13, 2012 3:19 PM
To: Scott Edelstein
Subject: domain acquisitions info

Hi Brian,
Nice to chat with you earlier.

We'd be happy to help you with your 10 potential domain acquisitions. To get started, I'll need to get these applications into our order system. I can do this on your behalf if you can do the following:

- 1) Go to sedo.com and sign up for an account. It's free and should take just a minute. Here, you will accept our standard terms and conditions.
- 2) Review the T&C for our brokerage service. Here is the link, you will need to review and reply with your list of domains and that you will allow Sedo to begin work on them per the brokerage T&C here.
<https://sedo.com/us/about-us/policies/domain-brokerage-services-terms-and-conditions/?tracked=&partnerid=&language=us>
- 3) We discussed one change to which I agree. Because you don't know what your budget will be at this time, we will set at \$2,000 per domain for now, but that is not binding until we give you the initial price research findings. Once we send that to you and review with you (typically within one week of starting project) you will respond with your contracted budgets. This states, per domain, the maximum amount you would pay for each domain.

If we can get you those domains within that budget, you would then be obligated to go through with the purchase. \$2,000 is the Average Sales Price for premium domains.

4) *When you hire us, we work for you. We try to get the domains for you at the lowest possible price.

Attached is the online Purchase and Sale agreement we use when we have deals under 25K USD. Once it goes above that, we use a paper contract. This is also attached for your review.

You will be charged \$69 per application. This does need to be paid in full before we begin work. As soon as you have your account set up, please let me know and I'll create the invoice so we can get this going.

***We have a \$500 limit for credit card purchases. If you would like to pay by credit card, please tell me and I'll just create two invoices for this service.**

My apologies for the complication.... Our online ordering system isn't the most conducive for orders over a handful. Let me know if you have any questions whatsoever.

Kathy

Kathy Nielsen
Director, Strategic Alliances
Sedo.com :: 161 First Street :: Cambridge, MA 02142
tel +1 (617)-499-7208 :: fax +(888) 777-4318
www.sedo.com :: Kathy@Sedo.com

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Policies

Industry-leading policies and a Rights Protection Program that puts you first

Domain Brokerage Services Terms and Conditions

Sedo Users who would like the support of a Domain Broker to assist them with the purchase or sale of a previously registered domain name may utilize the Domain Brokerage Service provided by Sedo. Users who choose to order Sedo's Domain Brokerage Service authorize Sedo to exclusively work on their behalf in an attempt to purchase, sell or otherwise transfer rights and obligations in the Domain of their choice, whether listed for sale in Sedo Domain Marketplace or not. The complete Domain Brokerage Terms and Conditions define the terms of use for the Domain Brokerage Service and are hereby incorporated by reference. Advance notice is not required for any prospectively-effective change in the domain brokerage services offered or fees charged therefore. Please refer to Sedo's current [Price List](#) for further details.

****IF YOU ("YOU" OR "USER") DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS FOR SEDO'S BROKERAGE SERVICE, DO NOT USE OR ACCESS THIS SERVICE****

1. Description of Service

Sedo offers a Domain Brokerage Service for prospective buyers or sellers of domain name properties ("Domain Brokerage Service" and/or "Brokerage Service" and/or "Service") whereby, upon application and acceptance to the Service, a member of the Sedo domain brokerage team will serve as the exclusive representative on behalf of the buyer or seller for the purpose of negotiating either the purchase or sale of a domain name in accordance with these terms and conditions. In ordering Sedo's Brokerage Service, you consent to one of Sedo's domain brokers exclusively representing you as the buyer or the seller of a domain name.

2. Scope of Services

Sedo's Domain Brokerage Service is available to both prospective buyers and sellers of pre-registered domain name properties. Sedo's Brokerage Service may only be used for the bona fide, good faith intention to acquire or sell the domain name indicated at the time of applying for or ordering the Service and may not be used for the purposes of investigating ownership status, gathering evidence for the purpose of legal action or to otherwise violate the laws of the Commonwealth of Massachusetts, the United States or any applicable jurisdiction.

2.1. Buyers Exclusive Brokerage Service

If you would like to purchase a domain name which has previously been registered by another person or entity, you may apply to Sedo's Exclusive Brokerage Service for buyers. If accepted, a Sedo domain broker will work on your behalf to negotiate the purchase and sale of the domain name you indicate during the application process. For purposes of this section the terms you, user, and/or buyer interchangeably refer to you, the registered user seeking Buyer's Brokerage Service.

2.1.1. Sedo's Duties

2.1.2.1. Ordering and Application Process

In order to apply for this service, you must request the Buyer Brokerage Service via the buyer brokerage webpage which can be found at www.sedo.com/broker or by submitting a written application in person or by facsimile. When submitting an Application via the brokerage webpage, the Buyer must complete the Buyer Application ("Buyer Application" and/or "Application"), which serves as an application for acceptance of entry into the Brokerage Service. The Application provides Sedo with certain information pertinent to the domain name that he/she desires to purchase.

During the Buyer Application, you must provide to Sedo the requested information, including but not limited to: the domain name(s) that you want the broker to pursue for acquisition; the maximum budget to be expended to acquire the selected domain name (excluding respective fees listed on Sedo's current [Price List](#)); your intended use of the domain; whether you are a first-time brokerage customer; whether you have owned the specified domain(s) at any time in the past; and whether you have been granted related trademarks by state or federal agencies. You must also indicate whether or not you have tried to negotiate or otherwise communicate with the current or previous owner(s) of the domain in the past and whether you have attempted to negotiate directly with the current owner. If this has previously occurred, you must disclose to Sedo the date of last contact, original asking price, amount of last highest offer made as well as any other pertinent information related to prior direct negotiations. You will also indicate

on this page the method of payment you wish to use to pay the non-refundable retainer fee. This fee will only be charged should your Application be accepted.

Please refer to Sedo's current [Price List](#) for further details.

To complete the Application process, you must agree to be bound to Sedo's Terms and Conditions for Sedo's Brokerage Service by clicking the appropriate check box.

2.1.2.2. "Submit Application" or "Cancel My Request" Option

Once you have completed your Application, and have selected continue, an assessment of your order will be generated automatically. You may choose here to either move forward with your Application by selecting "Submit Application" or choose to cancel the Application by selecting, "Cancel My Request".

If you select the "Submit Application" option, your Application will be sent to Sedo's brokerage department to be reviewed for probability of successful negotiation. Sedo will send you an accepted or declined notification email within two (2) business days of the date of order to the email address registered in your user account. Your credit card or PayPal account will not be charged until the application has been accepted.

If the User selects "Cancel My Request", you will be redirected to Sedo's brokerage homepage. Once your cancellation is received by Sedo, you have no further obligation with regard to this Application and/or Service.

You understand and acknowledge that some Applications may be declined due to a low probability of a successful purchase and sale negotiation despite the best efforts of the domain broker. You will not be charged for any declined requests for the Service. You may also check the status of your Application on the Brokerage Status page, accessible from the Buyer Control Panel.

2.1.2.3. Assignment of Domain Broker

Upon the successful application to the Buyer Brokerage Service, you will be assigned a domain broker in accordance with the approximate value of the domain you wish to acquire. Your domain broker will then seek to establish contact with you through the contact information you have provided in your Sedo user account and shall explain the domain brokerage process and a schedule for providing updates on the course of negotiation.

2.1.2.4. Successful Negotiation of a Purchase and Sale

In the event your assigned domain broker is successful in establishing the foundation for a purchase and sale transaction in accordance with the agreed upon budget, you consent to the use of Sedo's Standard Purchase and Sale Agreement as the controlling agreement for the purchase of the selected domain name. Should the current owner of the domain name insist upon purchase and sale terms that deviate from Sedo's Standard Purchase and Sale Agreement, you agree that any necessary legal support and/or legal representation (including associated costs) for the reviewing or drafting of such changes shall be your sole responsibility and acknowledge that legal services are not included in the Buyer's Brokerage Service. Sedo's Standard Purchase and Sale Agreement can be provided to you upon request. Please note that Sedo's Terms and Conditions for the Brokerage Service in addition to the terms set forth by [Sedo's general user agreement](#) apply during all stages of the brokerage relationship between Sedo and User.

2.1.2.5. Limitations of Buyer Brokerage Service

PLEASE NOTE THAT ORDERING SEDO'S BUYER BROKERAGE SERVICE DOES NOT MEAN THAT YOU ARE BUYING THE DOMAIN DIRECTLY FROM SEDO.

By ordering Sedo's Brokerage Service, you consent to one of Sedo's domain brokers to negotiate on your behalf in an attempt to acquire the requested domain from the current owner. Users of the Buyer's Brokerage Service agree that Sedo, through its Brokerage Service does not in any way provide any form of warranty and/or guarantee the availability of the domain, the willingness of the owner to sell, or any other guarantee with regards to the purchase of the domain name. Upon successful negotiation for the purchase of the domain, you agree that the payment and transfer process shall be conducted through Sedo's transfer and escrow service and agree to pay the fees associated with this service. Please refer to Sedo's current [Price List](#) for further details.

2.1.2.6. Expiration of Buyer Brokerage Service

Expiration of the Buyer Brokerage Service (and any associated agency relationship) may occur under a variety of circumstances which may include, but are not limited to, domain availability, ability to contact domain owner, and the timely and consistent communication between you and your domain broker. If you rescind the maximum investment amount stated during the Brokerage Service application process or otherwise fail to respond to Sedo's attempts to contact you within ten (10) business days, or the issuance of three periodic reminder e-mails, whichever occurs first, the existing brokerage order will expire and will not be reactivated absent a new application to the Brokerage Service.

2.2. Sellers Exclusive Brokerage Service

If you would like to sell a premium, high earning domain name registered in your name, you may apply to Sedo's Exclusive

Brokerage Service. If accepted, you will receive exclusive representation of a domain name, owned by you, for a set period of time through Sedo's Exclusive Brokerage Services for Sellers ("Seller's Exclusive Brokerage Service" or "Seller's Brokerage Service" or "Service"). As part of the Seller's Exclusive Brokerage Service, an experienced Sedo domain broker will actively market and seek out interested third party buyers to effectuate the sale of the User's domain property. For purposes of this section the terms you, user, and/or buyer interchangeably refer to you, the registered user seeking Buyer's Brokerage Service.

2.2.1. Minimum Requirements

In order to apply for Exclusive Brokerage Services, the User must fulfill the following minimum requirements:

- Brokerage Agreement Term of Six (6) Months
- Domain must contain generic terms only
- Domain must contain fewer than three words
- User must have at least three months of verifiable traffic logs and revenue statements
- OR the Domain(s) MUST be parked at Sedo for the duration of the Exclusive Brokerage Agreement (i.e. 6 Months)
- Domain(s) must receive at least 2,500 Unique Visitors per Month (per domain);
- OR the Domain(s) earn \$500 USD per Domain per Month in parking revenue

Domain Owner MUST agree to submit any and all previous correspondence, proposals, and/or agreements to Sedo for informational purposes and marketing efforts.

2.2.2. Sedo's Duties

Upon applying to Sedo's Seller's Brokerage Service, a member of Sedo's Brokerage Department will review your application to ensure that you fulfill the requirements set forth by this section. You can always view the status of through the Member Area on the Brokerage Status page, accessible through the "Offers Received" section. At Sedo's sole discretion, if accepted, a Sedo domain broker will be assigned to your account to assist in your efforts to sell the domain name indicated in your brokerage application. Your Sedo broker will attempt to negotiate the sale of the specified domain name on your behalf and in accordance with a minimum reserve budget as established between you and your Sedo domain broker.

2.2.3. Seller's Duties

2.2.3.1. Ordering and Application Process

If you believe that you meet the requirements set forth above, from the order page, you will have the ability to apply for the Seller's Brokerage Service to sell your domain(s) by clicking the "Sell Domains" option. You will then be directed to the Domain Brokerage for Sellers Application page, whereby you must provide a Seller's Application ("Seller's Application and/or Application") containing information to Sedo, which may include but is not limited to the following whether a first-time Seller, the domain name(s) to be sold, how long the Seller has owned the domain name, desired sales price(s) (i.e. excluding Sedo fees), minimum reserve price, (i.e. lowest amount acceptable, excluding Sedo fees), number of and prices for previous offers received, history of past use (i.e. development, direct sales, monetization, lease, etc), any and all traffic logs, etc.

To complete the Application process, you must agree to be bound to Sedo's Terms and Conditions for Sedo's Brokerage Service by clicking the appropriate check box. Sedo will then display a confirmation page for the User. Sedo then has five (5) business days to process the order in which a Sedo broker will review, then accept or decline the request.

2.2.3.2. Seller's Application Accepted

If your Application has been accepted, you will be notified that the brokerage request for the specific domain has been accepted. A senior broker will then be assigned to your account and will outline a reserve price for your domain name(s). Prior to the commencement of the active marketing of the requested domain, you agree that traffic and revenue data must be collected prior to presenting the domain name into the market. Once Sedo receives all pertinent information with regards to the specific domain, you will be presented with an Exclusive Seller's Brokerage Agreement.

2.2.3.2.1. Exclusive Brokerage Agreement

If you meet the aforementioned requirements, and if your application has been accepted by Sedo, you will be presented with Exclusive Brokerage Agreement for a minimum period of six (6) months ("Term"). This Agreement specifically outlines the duties and responsibilities of both Sedo as well as the seller and must be signed and agreed to prior to the active marketing of your domain name. Sedo's Exclusive Brokerage Agreement ("Agreement") can be provided to you upon request.

During the Agreement Term, one of Sedo's senior broker's will act on your behalf to aggressively market and attempt to sell the requested domain. Sedo reserves all rights to pursue the Agreement to the full extent of the law should you fail to strictly adhere to the terms.

2.2.3.3. Seller's Application Denied

If it is determined that your Application has not been accepted, you will be notified via email that your request for has been

declined. Domains will be rejected when market analysis suggests that our exclusive service would not be suited for this particular domain or that the Seller does not fulfill the minimum requirements as set forth above.

2.2.3.4. Limitations of Seller Brokerage Service

By ordering Sedo's Brokerage Service, you agree to enable and allow one of Sedo's brokers to exclusively represent you as the current domain owner to facilitate the sale of a domain name(s). From the effective date noted on the seller's Exclusive Brokerage Agreement throughout the remainder of the Agreement Term, you acknowledge that you may not list the domain name(s) at issue for sale with any other listing services, marketplace, or any other sale channels. You are further aware that selling the specified domain name(s) outside of Sedo, during the term of the Exclusive Brokerage Agreement is strictly prohibited, and may result in legal action taken by Sedo in order to recoup lost commission or other damages. Users of the Seller's Brokerage Service agree that Sedo, through the Service does not, in any way, provide any form of warranty and/or guarantee the sale of the domain, the willingness of prospective buyers, or any other guarantee with regards to the sale of the domain name(s).

3. Brokerage Service: General Terms

3.1 Fees

The specific associated fees a for both buyers and sellers Brokerage Service is specified on Sedo's [Price List](#) and is subject to change without notice. If your Sedo domain broker is ultimately unsuccessful in negotiating the purchase or sale of your domain name, you will pay no fees beyond the Initial charge for retaining the services of your Sedo domain broker. Any retainer fees that may apply are NON-REFUNDABLE regardless of the outcome.

3.2. Sedo's Duties and Role as a Broker

Under both the Exclusive Buyer's Brokerage Service as well as the Exclusive Brokerage Service for Sellers, you agree that Sedo, as your agent, has the express authority to act on your behalf to create a legal relationship (i.e. purchase and/or sale of the requested domain) with a third party buyer and/or seller. Sedo's broker will exercise the utmost good faith to you, whether a Buyer or Seller, regardless of whether a purchase and/or sale results from the brokerage relationship between you and Sedo.

By participating in Sedo's Brokerage Service, you are giving Sedo permission and consent to act on your behalf in the capacity of domain broker, whether actively marketing the sale of a domain for a seller, or attempting to negotiate the purchase of a domain on the buyer's side. You understand and agree that once engaged in Sedo's Brokerage Service, whether for buyer or seller, you are giving Sedo the authority to negotiate, actively market, survey your best interests, budget, time line for acquisition, obtaining or selling the user's domain for the fairest market value, and otherwise using its best efforts as a broker to effectuate the negotiation, purchase and/or sale of a domain property. Notwithstanding, it is your responsibility to clearly outline your expectations with regards to the purchase and/or sale of the requested domain name, including but not limited to the reserve selling/buying price, time line for sale, as well as any other requirements sought.

You further understand and agree that Sedo has numerous other listings, and promotes transactions involving other domain names registered to third parties, some of which may be deemed to compete with your purchase and/or sale of your domain name(s). User's of Sedo's Brokerage Services consent to Sedo's possible representation of such other entities and shall not deem such activities as acting in bad faith. You are aware, understand, and agree that in certain situations, depending upon the circumstances, and unless agreed otherwise in writing, Sedo may act as an agent for both a seller and/or potential buyer of the specified domain name(s). Sedo hereby discloses, and you consent to Sedo acting as a dual agent representing both a domain owner and a potential buyer.

Please note that Sedo's Terms and Conditions for Brokerage as well as [Sedo's general user agreement](#) apply during all stages of brokerage, whether a Broker is successful at negotiating the purchase and/or sale of the domain or not.

3.3. Confidentiality of the Parties

Due to Sedo's strict respect for confidentiality, buyers and sellers who order Sedo's Brokerage Service remain anonymous throughout the process of negotiation unless Sedo is otherwise instructed. Sedo records and publishes the sale price and domain name(s) only. Sedo does not release your personal information to public record. Your name or company name and contact information may be displayed within your respective Sedo accounts or may be contained on a purchase and sale agreement at the close of the negotiations. You understand that if either party requests a block of price and domain name record, an additional fee will be applied. Please refer to Sedo's current [Price List](#) for further details.

AMENDMENT No. 3 to STATEMENT OF WORK No. 1



This amends Statement of Work No. 1 attached as an exhibit to the General Terms of the Master Agreement between Terremark and Customer, dated June 3, 2010 (the "Agreement"). Except for matters specifically set forth herein, all terms and conditions set forth in the Agreement shall remain in full force and effect.

Customer

Customer:	38 Studios, LLC	Contact Name:	Jon Charette
Address:	1 Empire Plaza Providence, RI 02903	E-Mail:	jcharette@38studios.com
Effective Date:	January 1, 2012	Phone:	(401) 243-8300
		Facsimile:	

Description

Customer has requested additional resources and an amended Term of Statement of Work ("SOW") No. 1.

Implementation Services Timeline

Terremark will provide the Implementation Services detailed herein within five (5) business days for Enterprise Cloud resources or twenty-two (22) business days of the later of the execution of this Amendment or delivery of the Solution described in and attached hereto as "Attachment A".

Term

Commencing upon the Effective Date of this Amendment No. 3 to SOW No. 1, the Term of SOW No. 1 and all amendments thereto will be for a term of twelve (12) months (the "Term"), unless terminated as provided for in the Agreement. After the expiration of the Term, SOW No. 1 will be automatically renewed for successive twelve (12) month Term(s), unless either party gives notice of its intent not to renew at least ninety (90) days prior to the expiration of the then-current Term.

Additionally, at any time during the Term of SOW No. 1 or any renewals thereof, Customer shall have the option, upon providing thirty (30) days prior written notice to early terminate the Services provided under SOW No. 1 and any subsequent amendments thereto, provided that Customer executes a new order for Terremark Colocation Services (the "New Services") within thirty (30) days of such early termination, and the total Monthly-Recurring Charges for the New Services are of equal or greater value than the total remaining Monthly-Recurring Charges provided for in this Amendment.

Terremark Services Software

Customer acknowledges that Terremark may install software necessary for the delivery of Services. This software includes, but is not limited to backup clients, monitoring agents, administrative utilities, etc. Customer shall not remove this software from the Managed Devices without express permission from Terremark. Any costs associated with the installation, maintenance, and licensing of this software is included in the Managed Devices pricing as set forth in "Attachment A"

Billing/Payment

Terremark shall invoice Customer for the Implementation Services Fees, One-Time Charges, Equipment Purchase Fees, and Software Purchase Fees, if applicable, upon signature of this SOW. Payment for Implementation Services Fees shall be due prior to Activation Date. Payment for One-Time Charges shall be due upon receipt of invoice. Payment for Equipment and Software Purchase Fees shall be due as set forth in "Attachment A". Monthly Services Fees shall commence and be invoiced upon the Effective Date and shall continue through the Term of this SOW. Monthly Subscription Software Fees shall be invoiced as set forth in "Attachment A".

By signing below, the parties agree that this Amendment defines the services to be provided and fees to be collected by Terremark for Customer.

Terremark North America, Inc. ·

38 Studios, LLC

Print Name:

Cheryl Mahaffey

Print Name:

William C. Thomas

Title:

SVP Legal Affairs

Title:

President

Signature:

Cheryl Mahaffey

Signature:

W. C. Thomas

Date:

1/31/2012

Date:

1/30/12

ATTACHMENT A - ENTERPRISE CLOUD



This "Attachment A" to Amendment No. 3 to Statement of Work No. 1 between Terremark and Customer, dated January 1, 2012 details the Terremark Managed Devices. All components and services that comprise the Managed Devices must be set forth herein.

Fees Summary

Total Non-Recurring Charges (excluding HW/SW)	\$2,800.00
Security	\$2,800.00
Total Monthly-Recurring Charges	\$13,450.00
Security	\$2,800.00
Compute	\$7,900.00
Storage	\$2,400.00
Network	\$350.00

cm