Consulting Services Agreement

January 1, 2011

Mr. Bill Thomas
Chief Operating Officer
38 Studios, LLC
5 Clock Tower Place, Suite #140
Maynard, MA 01754

Re: Kingston Capital, LLC-38 Studios, LLC
Consulting Services Letter of Agreement

This letter constitutes the agreement by and between 38 Studios, LLC *(Client)* and Kingston Capital, LLC *(Kingston),* with respect to the above referenced topic.

In consideration of the mutual covenants and premises set forth herein, the parties hereby agree as follows:

1. Services.

Client is retaining Kingston to render professional general business consulting services, including but not limited to, public and government relations services, media interactions, reviewing press releases and other media statements, community integration with the local business community, interactions with government agencies and various public officials, as when reasonably requested by Client from time to time during the term hereof, herein referred to as "Basic Services".

Kingston acknowledges and agrees that it has no right, title, and interest to any product, including without limitation, any software, domain names, trademarks, and other intellectual properties, created as a direct result of the services provided by Kingston under this Agreement.

2. Compensation.

Client agrees to pay Kingston an annual fee in the amount of Three Hundred Thousand Dollars ($300,000) fully earned and payable in the following amounts on the following dates:

a. Client shall pay Kingston a biannual retainer in the amount of One Hundred Fifty Thousand Dollars ($150,000) due on the following dates, upon execution of this agreement and on July 1, 2011.

b. Client shall reimburse Kingston (without mark-up) for all travel related expenses and other necessary expenses deemed necessary. Kingston will obtain Client's approval (by e-mail or otherwise) on all such expenses of two hundred fifty dollars ($250.00) or more.

c. All payments should be payable to Kingston Capital, LLC and remitted via wire to:

Kingston Capital Group, LLC
155 Chestnut Street
Providence, RI 02903
Account Number
9320163121
ABA Number / Bank Name
ABA 211370231
Webster Bank 50 Kennedy Plaza, Suite 100, Providence RI 20903

_____ Client Initials

Attn: Miranda Laurie, 401-273-8752

3. **Billing Procedures.**

The first biannual retainer payment for Basic Services shall be due and payable in advance upon execution of this Agreement. With respect to all other payments of such retainer, Kingston will send Client an invoice on or about the first of each month prior to the retainer payment dates above. Kingston will invoice Client separately for out-of-pocket expenses referred to in Sections 2 above. Payment of the above-described retainer is due and payable in full by the dates cited in Section 2(a) above. With your signature below you are jointly and severally responsible for our retainer and charges. Your signature represents that you have full authority to execute this Agreement on behalf of the entity referenced herewith. If we do not receive payment by the stated due date, you agree to pay a charge of eighteen percent (18%) interest per annum on the unpaid balance. If payment is not made within thirty days of the due date, we reserve the right to charge both the eighteen percent (18%) interest per annum and pursue all legal remedies available.

4. **Term.**

The term of this Agreement has already commenced and will expire on December 31, 2011. At the expiration of this term, this agreement shall continue on a quarter-to-quarter basis until cancelled or renegotiated by either party by written notice.

5. **Indemnification.**

a. Client Responsibility:

Client acknowledges that Kingston cannot independently verify factual material supplied to Kingston by Client, and therefore Client hereby agrees to indemnify and hold Kingston harmless from and against any and all claims, losses, damages, liabilities, actions, causes of action, expenses (including reasonable attorneys' fees) and any other legal liability which Kingston incurs arising out of information or material supplied by Client and contained in any reports, press releases or other material distributed by Kingston pursuant to this Agreement or otherwise at the direction of Client.

b. Use of Information by Third Party:

The parties agree that Kingston has no control over information once it has been issued to the media or any other third party. The parties further agree that Kingston cannot assure the use of any material by any medium, or the accuracy of what any third party broadcasts, publishes or promotes.

Kingston will indemnify and hold Client harmless against any loss, cost, or damage in connection with or arising out of claims made by third parties arising out of breach of Kingston's representations, warranties, and/or undertakings hereunder.

6. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and may only be modified or amended by a writing signed by both parties. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. This Agreement supersedes any and all existing contracts and agreements by the parties with respect to the subject matter covered herein.

7. **Titles.**

_____ Client Initials

Titles are for reference purposes only. In the event of a conflict between a title and the content of a section, the content of the section shall control.

8. **Assignment.**

This Agreement shall be governed and constructed with the laws of the state of Delaware without giving effect to conflicts-of-law principle thereof. This Agreement may not be assigned to another party, by operation of law or otherwise; provided that Client may assign this Agreement, in whole or in part, to any subsidiary, affiliated or parent company, or to any person or entity acquiring all or a substantial portion of Client's stock or assets.

9. **Arbitration.**

The parties hereto agree that any dispute, controversy or claim arising out of, relating to, or in connection with this Agreement (including, without limitation, any claim regarding or related to the interpretation, scope, effect, enforcement, termination, extension, breach, legality, remedies and other aspects of this Agreement or the conduct and communications of the parties regarding this Agreement and the subject matter of this Agreement) shall be settled by arbitration at the offices of Judicial Arbitration and Mediation Services, Inc. or successor organization for binding arbitration in Delaware by a single arbitrator. The arbitrator may grant injunctions or other relief in such dispute or controversy. All awards of the arbitrator shall be binding and non-appealable. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction. The arbitrator shall apply Delaware law to the merits of any dispute or claims, without reference to the rules of conflicts of law applicable therein. Suits to compel or enjoin arbitration or to determine the applicability or legality of arbitration shall be brought in the United States Delaware District Court, or if that court lacks jurisdiction, in a state court located within the geographic boundaries thereof. Notwithstanding the foregoing, no party to this Agreement shall be precluded from applying to a proper court for injunctive relief by reason of the prior or subsequent commencement of an arbitration proceeding as herein provided.

Further, by agreeing to arbitrate, the prevailing parties are entitled to reimbursement of all attorney's fees and costs.

Kingston and Client each hereby acknowledge their acceptance and approval of the foregoing by executing this Agreement in the space set forth below.

KINGSTON CAPITAL LLC

By: _____ **Michael D. Corso** **Title:** _____ **Manager**

AGREED TO AND ACCEPTED:

38 STUDIOS, LLC

By: _____ **Bill Thomas** **Title:** _____ **Chief Operating Officer**

Date: 1/1/11

_____ Client Initials

DEVELOPMENT SERVICES AGREEMENT

THIS DEVELOPMENT SERVICES AGREEMENT is made effective as of the 7th day of November 2010 by and between 38 Studios, LLC, a Delaware limited liability company (the "Company"), and Orb Development, LLC, a Rhode Island limited liability company (the "Developer").

RECITALS

A. The Company will be leasing that certain property known as One Empire Street to relocate and occupy as the Company's headquarters (the "Project").

B. The Developer has provided and the Company desires that the Developer continue to provide certain services with respect to the development of the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment and Term. The Company hereby appoints the Developer to render services in overseeing the Project for the Company as herein contemplated. The term of this Agreement shall begin on the date hereof and shall end when all services to be performed hereunder have been fully performed and all fees or other payments due to the Developer have been made.

2. Authority and Obligations. Subject to the provisions of the Lease Agreement of the Company effective as of November 7, 2010 (the "Lease Agreement"), the Developer shall have the authority and obligation to:

(i) identify and engage on behalf of the Company an architect, designer, space planner and a general contractor and such professionals as may be necessary for the construction and rehabilitation of the Project;

(ii) oversee, monitor and direct the design team with respect to the design of the Project in accordance with the terms and conditions of their respective Contracts;

(iii) oversee, monitor and direct the general contractor with respect to the construction of the Project in accordance with the terms and conditions of the Construction Contract;

(iv) act on behalf of the Company with federal, state and local government authorities with respect to the construction and rehabilitation of the Project;

(v) act on behalf of the Company with respect to zoning, building codes, occupancy permits and all other local government matters concerning the Project; and

(vi) prepare or cause to be prepared such environmental and neighborhood impact studies or reports, engineering surveys, preliminary plans and specifications as may be required in connection with the construction and rehabilitation of the Project.

(vii) prepare or cause to be prepared a budget for the Project, including but not limited to direct construction hard costs, soft costs associated with the Project such as professional services related to design, furniture and fixture expenses, etc.

(viii) act on behalf of the Company with respect to any lease modifications regarding building management.

(ix) act on behalf of the Company with respect to any lease modifications regarding tenant improvements and landlord base building improvements.

Developer acknowledges and agrees that it has no right, title, and interest to any product, including without limitation, any software, domain names, trademarks, and other intellectual properties, created as a direct result of the services provided by Developer under this Agreement.

3. Development Fee. For the development services to be performed under this Agreement, the Company shall pay the Developer a development fee (the "Fee") in the amount of ten percent of the construction budget (including the Landlord building improvement budget an the Company's FF&E budget), but no less than Five Hundred Thousand Dollars ($500,000). Notwithstanding the foregoing, Two Hundred Fifty Thousand Dollars ($250,000) of the Fee shall earned and be paid upon execution for services rendered and the balance of the Fee shall be payable upon approval by the Company of the Project construction budget, but not later than June 1, 2011. Any Fee or portion thereof not paid on the dates set forth herein shall accrue interest at 18% per annum.

4. Burdens and Benefits. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. Neither party may assign this Agreement without the consent of the other party.

5. Severability of Provisions. Each provision of this Agreement shall be considered to be severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

6. No Continuing Waiver. The waiver by either party of any breach of the terms of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

7. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws.

8. Binding Agreement. This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

9. Headings. All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

10. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine and neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

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

COMPANY:

38 Studios, LLC, a Delaware limited liability company

WITNESS:

Paulette Starck

By: W. C. Thomas

Name: W.C. THOMAS

Title: COO

DEVELOPER:

Orb Development, LLC, a Rhode Island limited liability company

WITNESS:

Paulette Starck

By:

Name:

Title: Member

38 STUDIOS
5 CLOCK TOWER PLACE SUITE 140
MAYNARD, MA 01754

December 21, 2010

Attention: Steven Nappa
Nappa Construction Management, LLC
473 Washington Street
Providence, RI 02903

Re: 38 Studios Office Build-Out Project (the "Project")/Addendum No. 1

Dear Steve:

Reference is hereby made to that certain A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor, by and between Nappa Construction Management, LLC ("CM") and 38 Studios, LLC ("Owner") dated as of November 3, 2010 (the "Agreement"), as supplemented by A201-2007. This letter will constitute Addendum No. 1 to the Agreement.

Owner acknowledges receipt of CM's request for payment for demolition in the amount of $228,570.00. Owner will agree to pay CM by December 22, 2010 subject to the conditions below, provided that CM submits to Owner a signed copy of this letter along with invoices for all work listed in the payment request:

1. CM certifies that the selective demolition authorized by the Owner (I.e. removal of all carpet tile, ceiling tile, non bearing partitions and electrical directly associated with this removal) is complete in all respects with all debris removed from the site and no further demolition is required and the requested amount represents the full cost for selective demolition on the Project.

2. CM agrees to obtain signed lien waivers from all subcontractors referenced with respect to the demolition simultaneously to release of funds to them in payment of their services and shall deliver copies of said waivers, along with receipts or other evidence of payment made to subcontractors, to Owner at time of next payment request.

Owner is agreeing to make this single progress payment. Owner is not waiving any of its rights or remedies under the Agreement or any terms with respect to future progress payment requests.

Other than as set forth in this letter, the Agreement remains in full force and effect. Please sign below where indicated and return to Owner by December 21, 2010 together with the invoices referenced above in order to allow for payment to be made by Owner by December 22, 2010.

Very truly yours,

Print Name: Jonathan Lucterm
Title: CEO

Agreed to and Acknowledged this 21 day of December 2010

Nappa Construction Management LLC

Print Name: Jim Nappa
Title: VP

T 978.210.5100
F 978.461.9929
WWW.38STUDIOS.COM

38 STUDIOS

5 Clock Tower Place, Suite 140
Maynard, MA 01754
978-310-5100

Michael Corso
Kingston Capital Group
155 Chestnut Street
Providence, Rhode Island

Dear Mike:

Based upon our discussions and services already provided, I am pleased to confirm the terms pursuant to which 38 Studios LLC ("Company") is engaging Kingston Capital Group, LLC (KCG), located at 155 Chestnut Street Providence, Rhode Island 02903, to act as the Company's non-exclusive advisor for the purpose of introducing potential bridge financing entities to the Company.

Scope of the Engagement. Beginning July 1, 2010 and ending on September 30, 2010, (the "Engagement Period"). the Company will retain KCG to pro-actively identify short-term bridge financiers for the Company.

KCG has certain knowledge including, existing relationships and investing experience in the private and public financing industry. KCG will use all existing relationships, contacts and methodology to identify and introduce potential financiers to the Company.

The Company shall be responsible for all legal and accounting fees and expenses they incur in the course of any proposed financing, and may not deduct such fees from KCG's fees.

The Company understands and agrees that KCG provides its services on a best efforts basis and does not guarantee or represent that it will be successful in locating potential introductions for the Company as a result of this engagement. The Company shall have the right to accept or reject any potential introduction(s) and shall pay KCG a Success Fee only if a relationship is consummated with a KCG introduction.

Marketing Documents.

Preparation: KCG and the Company will prepare the following documents:

- *Presentation* - A complete overview/description of the Company's business, including *pro forma* financials.
- *Introduction list:* The Company will update KCG on all prior discussions with potential financiers.
- *Introduction List* – KCG will prepare an introduction list for 38 Studios.

Contacting: KCG will contact each potential party and introduce them to 38 Studios.

Compensation.

(a) Success Fee. The Company shall pay KCG a Success Fee if a relationship is consummated with a KCG introduction during the term of this engagement. The Success Fee shall be calculated on the total consideration that the Company receives as a result of the introduction in accordance with the following schedule:

- 9.5% of consideration for any short term financing, that does not require collateralization via cash or a personal guarantee of LLC members provided to the Company by any entity introduced by KCG.

(b) Expenses. The Company agrees to reimburse KCG for its reasonable travel, lodging, entertainment and other expenses incurred with the services rendered pursuant to this engagement.

Payment Terms. Except as otherwise set forth herein, such fees shall be paid in full within 90 days of closing any short term financing obtained by the Company accredited to a KCG introduction via wire transfer or cashier's check.

Parties' Additional Rights and Obligations. The Company has the right to reject any offer received from a potential introduction for any reason with no expense or obligation to KCG. The Company assumes full and complete responsibility for determining the financial risks associated with any introduction(s).

The Company shall provide KCG with such information as KCG deems necessary or appropriate for preparation of the Company Presentation, including but not limited to current and historical financial reports.

No Fee Tail Provision. The Company is only responsible to pay a Success Fee for financing closed during the Engagement Period. No fees shall be due to KCG for financing received by the Company after the Engagement Period from a party introduced to the Company during the Engagement Period.

Arbitration. Should any dispute arise between the parties relating to this agreement (including the scope and validity of this arbitration provision) or the engagement contemplated hereby, the parties agree that all such disputes shall be resolved exclusively by binding arbitration conducted through third party arbitration and mediation services in Massachusetts. The parties agree to use, to the extent possible, an arbitrator experienced in financial matters including the evaluation, purchase and sale of businesses. Each party will be responsible for its own legal and expert fees and expenses, and will share equally the expenses of the arbitrator and other related costs of arbitration.

Miscellaneous. Rhode Island law (but not its conflicts of law's provisions) governs the validity, interpretation, construction and enforcement of this agreement. This agreement contains the entire agreement between the parties relating to this subject matter and supersedes all oral or written agreements between them with respect thereto, and no previous written or oral understandings have been or shall be relied upon. To the extent any provision of this agreement (including but not limited to the calculation of fees) may be deemed to be unenforceable, such unenforceability shall not affect any other provision hereof. The Company' obligations relating to payment of fees and indemnification shall be joint and several and the parties' obligations relating to disclosures, notifications and arbitration shall survive expiration or termination of the engagement contemplated by this agreement. No amendment, modification or waiver of any provision of this agreement will be effective unless and until it is reduced to writing and signed by all parties.

If the foregoing accurately reflects your understanding of our agreement, please sign the enclosed copy of this letter where indicated and return it.

Very truly yours,

Bill Thomas
Chief Operating Officer
38 Studios
5 Clock Tower Place, Suite 140
Maynard, MA 01754

Agreed to By:

Michael Corso
Kingston Capital Group
155 Chestnut Street
Providence, Rhode Island

Michael D. Corso, Esq.
155 Chestnut Street Providence, RI 02903
Phone: (401) 454-0800
Fax: (401) 537-9154

November 10, 2010

38 Studios, LLC
Attn: Jennifer MacLean, CEO
5 Clock Tower Place
Suite 140
Maynard, MA 01754

Re: 38 Studios

Dear Ms. MacLean:

I appreciate the opportunity to provide this representation letter as relates to my representation of 38 Studios, LLC ("Company"). As required by the Rhode Island Rules of Professional Conduct, I am writing to confirm the terms of my representation. If you have any questions concerning any of these terms or wish otherwise to discuss my fees and charges, please do not hesitate to call me.

You have requested that I represent the Company with respect to a preliminary evaluation of any potential economic incentive programs available to the Company in multiple jurisdictions along with any and all work related thereto and related issues concerning Company's continuing service as its representative in the event that the Company desires to move forward. The initial engagement will be a review of relevant programs and communications (oral or written) with you regarding my preliminary evaluation and recommendations with respect to the various courses of action. If the Company decides to move forward with any jurisdiction(s) as a result of the preliminary evaluation, any engagement for that purpose will not need a separate engagement letter and our present agreement expressly includes such further representation.

I charge for my services on the basis of hours devoted to a matter for services performed. The billing rate is currently $485 per hour. My rates are adjusted periodically, typically on an annual basis, and my statements will be based on the rates then in effect. My statements are usually rendered quarterly and are payable upon receipt.

In addition to my fees, you will be responsible for charges associated with items such as long distance telephone calls, travel expenses, faxes, duplicating charges, messengers, court costs and the like. I charge my actual costs or an approximation of costs for these expenses.

You have the right to terminate our representation at any time. If you do so, you will be responsible for the fees and charges incurred in connection with my representation up to the date of termination, as well as any legal time or other expenses associated with transferring the work to your new counsel. I reserve the right to terminate my representation for non-payment of fees or for other reasons upon reasonable notice to you and consistent with the applicable court rules and Rules of Professional Conduct.

Thank you for your confidence in selecting me to represent you in this matter. I very much look forward to working with the Company.

Very truly yours,

Michael D. Corso

Accepted and Agreed to this 7th
day of December, 2010

By 38 Studios, LLC

By: W. C. Thomas

Name: William C. Thomas
Title: Chief Operating Officer

TD4-099353

TIMONIUM TWO OFFICE BUILDING LEASE
BY AND BETWEEN
MERRITT/BAVAR-TD2, LLC, LANDLORD AND
BIG HUGE GAMES, INC., TENANT

1. RENTAL....1
2. USE....2
3. SERVICE AND UTILITIES....2
4. COMPLIANCE WITH LAWS....3
5. ASSIGNMENT AND SUBLETTING....4
6. OPERATING COSTS....4
7. INCREASE IN LANDLORD'S INSURANCE RATES....5
8. INSURANCE - INDEMNITY....6
9. ALTERATIONS....8
10. OWNERSHIP OF ALTERATIONS....8
11. REPAIRS AND MAINTENANCE....8
12. DEFAULT....10
13. DAMAGE OR DESTRUCTION....11
14. POSSESSION....11
15. EXTERIOR OF PREMISES - SIGNS....12
16. RELOCATION....12
17. FOR RENT/SALE SIGNS....12
18. WATER AND OTHER DAMAGE....13
19. RIGHT OF ENTRY....13
20. TERMINATION OF TERM....13
21. CONDEMNATION....13
22. SUBORDINATION....14

23. LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS....14
24. ATTORNMENT....15
25. NON-WAIVER OF FUTURE ENFORCEMENT....15
26. PERSONAL PROPERTY TAXES....15
27. RECORDATION OF LEASE....16
28. NOTICES....16
29. WAIVER OF JURY TRIAL....16
30. SEVERABILITY....16
31. NON-WAIVER....17
32. SUCCESSORS AND ASSIGNS....17
33. SECURITY DEPOSIT....18
34. NOTICES TO MORTGAGEE....19
35. ESTOPPEL CERTIFICATE....19
36. BANKRUPTCY....19
37. LENDER'S APPROVAL....21
38. BROKER'S COMMISSION....21
39. RULES AND REGULATIONS....22
40. CAPTIONS....22
41. FINAL AND ENTIRE AGREEMENT....22
42. TENANT REPRESENTATIVE....22
43. ADDITIONAL ITEMS....22
44. RENEWAL OPTIONS....22
44. TIME....23

TABLE OF EXHIBITS

Exhibit A - Lease Plan
Exhibit B - Workletter
Exhibit C - Rules and Regulations

THIS LEASE, made this 14th day of August, 2000, by and between **MERRITT/BAVAR-TD2, LLC,** hereinafter called "Landlord," and BIG HUGE GAMES, INC., hereinafter called "Tenant."

WITNESSETH, that in consideration of the rental hereinafter agreed upon and the performance of all the conditions and covenants hereinafter set forth on the part of the Tenant to be performed, the Landlord does hereby lease unto the said Tenant, and the latter does lease from the former the following premises (hereinafter sometimes called the "Premises"):

> Being all those premises outlined in red on the Lease Plan attached hereto as Exhibit A, said premises being approximately 11,336 square feet and being located within the building (hereinafter sometimes called the "Building") known as "Timonium Two," situate at 1954 Greenspring Drive, 5TH Floor, Timonium, Maryland 21093;

for the term of five (5) years, beginning on the earlier to occur of the following: (i) October 1, 2000; or (ii) the date of substantial completion of Landlord's Work, as set forth in Exhibit B, attached hereto; or (iii) the date when Tenant occupies the Premises. Landlord agrees that it will, at its sole cost and expense, as soon as reasonably possible after the execution of this Lease, commence and pursue to completion the Landlord's Work set forth on Exhibit B. The Premises shall be deemed to be substantially completed on the date when Landlord or its architect notifies Tenant in writing that the Premises are substantially complete, with the exception of minor items which do not interfere with Tenant's installations and work in order to outfit the Premises for Tenant's use.

This Lease is made subject to the following additional terms, covenants and conditions:

1. Rental.

(a) The annual rental of two hundred eighty thousand five hundred sixty-six dollars ($280,566.00), payable in advance on the first day of each month during the term of this Lease, in equal monthly installments of twenty-three thousand three hundred eighty dollars and fifty cents ($23,380.50) each, without setoff or deduction except as provided herein. The rental rate shall increase at a rate of three percent (3%) over the term of the Lease. If the term of this Lease shall commence on a date other than the first day of a month, the rental for the period from the date of commencement of the term to the first day of the first full calendar month of the term shall be prorated and shall be payable on the first day of the term; if the term of this Lease shall end on a date other than the last day of a month, the rent for the period from the first day of the last month of the term to the date the term ends shall be prorated and shall be payable on the first day of the last month of the term.

per year 8/14/00

(b) All rentals shall be paid to Merritt/Bavar-TD2, LLC, 2066 Lord Baltimore Drive, Baltimore, MD 21244, or at such other place or to such appointee of the Landlord as the Landlord may from time to time designate in writing.

(c) Tenant covenants and agrees to pay the rental herein reserved and each installment thereof promptly when and as due, without setoff or deduction whatsoever except as provided for herein.

2. Use.

(a) Tenant covenants and agrees to use and occupy the Premises solely for the following purposes: GENERAL OFFICE USE

Tenant agrees to comply with all applicable zoning and other laws and regulations, and to provide and install at its own expense any additional equipment or alterations required to comply with all such laws and regulations as required from time to time. Tenant further agrees not to make, or cause or permit to be made, any use of the Premises which shall constitute a nuisance or shall interfere with the rights of other tenants in the Building to quietly enjoy, use and occupy the Premises leased by them and the common areas of the Building. Tenant will not permit, allow or cause any public or private auction sales or sheriffs' or constables' sales to be conducted on or from the Premises.

(b) Tenant shall in no event exceed a maximum premises population of four persons per one thousand (1,000) square feet of Total Rentable Area.

3. Service and Utilities.

(a) Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises, electricity for normal desktop office equipment and normal copying equipment, and lighting, heating, ventilation and air conditioning ("HVAC") as required in Landlord's reasonable judgment for the comfortable use and occupancy of the Premises and to maintain the same in good working order and condition. Subject to the limitations set forth below, such utilities shall be made available without additional charge between the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 noon on Saturday, except for legal holidays. If Tenant desires electricity or HVAC at any other time, Landlord shall provide and shall bill Tenant for the same at Landlord's actual charges therefore (as established by Landlord from time to time (but not to exceed fifty dollars ($50.00) per hour) and Tenant shall pay Landlord's charges therefor at the same time and in the same manner as is provided for the payment of minimum rental hereunder. Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the Building. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the rent be abated by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the services to be furnished by Landlord as set forth in this Lease; (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises of the Building provided that Landlord has given Tenant reasonable advance notice of the interruption in service to be caused by such repairs or improvements; or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises or Building. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however, occurring, through or in connection with or incidental to failure to furnish any such services. Tenant shall not use heat-generating machines or equipment in the Premises which

affect the temperature otherwise maintained by the HVAC system without the prior written consent of Landlord, and if such equipment is used, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord.

(b) Tenant shall not, without the written consent of Landlord, use any apparatus or device in the Premises, including, without limitation, electronic data processing machines, punch card machines or machines using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of Premises as general office space, as reasonably determined by Landlord. Tenant shall not connect any apparatus with electric current except through existing electrical outlets in the Premises. Tenant shall not consume water or electric current in excess of that usually furnished or supplied for the use of Premises as general office space (as *reasonably determined by Landlord) without first procuring the written consent of Landlord, which Landlord may refuse, and in the event of consent, Landlord may have installed a water meter or electrical current meter in the Premises to measure the amount of water or electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by Tenant and Tenant agrees to pay to Landlord promptly upon demand for all such water and electric current consumed as shown by said meters, at the rates charged for such services by the local public utility, plus any additional expense incurred in keeping account of the water and electric current so consumed. If a separate meter is not installed, the excess cost for such water and electric current shall be reestablished by Landlord from time to time as its standard charges thereof.

*reasonably
8/9/00

(c) Nothing contained in this Section shall restrict Landlord's right to require at any time separate metering of utilities furnished to the Premises. In the event utilities are separately metered, Tenant shall pay promptly upon demand for all utilities consumed at utility rates charged by the local public utility, plus any additional expense incurred by Landlord in keeping account of the utilities so consumed. Tenant shall be responsible for the maintenance and repair of any such meters at its sole cost.

(d) Landlord shall furnish elevator service, lighting replacement for building standard lights, restroom supplies, exterior window washing and janitorial services in a manner than such services are customarily furnished to comparable office buildings in the area. Except for matters which are the responsibility of the Tenant hereunder, Landlord shall be responsible for the repair and maintenance of the building of which the Premises are a part.

4. Compliance With Laws.

Tenant covenants and agrees that it will, at its own expense, observe, comply with and execute all laws, orders, rules, requirements, and regulations of any and all governmental departments, bodies, bureaus, agencies and officers, and all rules, directions, requirements, and recommendations of the local board of fire underwriters and the fire insurance rating organizations having jurisdiction over the area in which the Premises are situated, or other bodies or agencies now or hereafter exercising similar functions in the area in which the Premises are situated, in any way pertaining to the Premises or the use and occupancy thereof. In the event Tenant shall fail or neglect to comply with any of the aforesaid laws, orders, rules, requirements, or recommendations, Landlord or its agents may enter the Premises and take all such actions and do all such work in or to the Premises as may be necessary in order to cause compliance with such laws, orders, rules, requirements or recommendations, and Tenant covenants and agrees to

reimburse Landlord promptly upon demand for the expense incurred by Landlord in taking such action and performing such work.

5. Assignment and Subletting.

(a) Tenant covenants and agrees not to assign this Lease, in whole or part, nor sublet the Premises, or any part or portion thereof, nor grant any license or concession for all or any part thereof, without the prior written consent of the Landlord in each instance first had and obtained, which consent shall not be unreasonably withheld or delayed. If such assignment or subletting is permitted, Tenant shall not be relieved from any liability whatsoever under this Lease. In the event that the amount of the rent or other consideration to be paid to the Tenant by any assignee or sublessee is greater than the rent required to be paid by the Tenant to the Landlord pursuant to this Lease, Tenant shall pay to Landlord fifty percent (50%) of any such excess as is received by Tenant from such assignee or sublessee. Any consent by Landlord to an assignment or subletting of this Lease shall not constitute a waiver of the necessity of such consent as to any subsequent assignment or subletting. An assignment for the benefit of Tenant's creditors or otherwise by operation of law shall not be effective to transfer or assign Tenant's interest under this Lease unless Landlord shall have first consented thereto in writing.

(b) In the event this Lease contains a renewal option exercisable by Tenant, Landlord's consent to an assignment or sublease of the Premises or any portion thereof during the original Lease term shall be deemed to be conditioned upon the agreement of Tenant and such assignee or sublessee that such renewal right or option shall terminate and be of no further force or effect unless Landlord's consent to such assignment or sublease expressly provides otherwise. Consequently, unless so provided otherwise, any assignment or sublease during the original Lease term shall automatically constitute a termination of the right of Tenant or such assignee or sublessee to exercise any renewal option contained hereto.

6. Operating Costs.

(a) "Operating Costs" are the costs of managing, operating, maintaining, repairing, redecorating, refurbishing and insuring the Building and all common areas and facilities within the Property (including, but not limited to, elevators, stairwells, loading areas, parking areas, pavements and walkways, landscaping, gardening, storm drainage, and other utility systems); the cost of utilities for such common areas and facilities; fire protection and security services, if any; traffic control equipment; repairs; parking lot striping; lighting; sanitary control; removal of snow, trash, rubbish, garbage and other refuse; depreciation on or rentals of machinery and equipment used in such maintenance; the cost of personnel to implement such services; all insurance of whatsoever nature kept, or caused to be kept, by Landlord out of or in connection with the ownership of the Building and common areas, including, but not limited to, insurance insuring the same against loss or damage by, or abatement of rental income resulting from, fire and other such hazards, casualties, and contingencies, and liability and indemnity insurance; plus Landlord's actual administrative and overhead costs in connection therewith. Such costs shall not include the cost of any capital improvements to the Building as determined under generally accepted accounting principles or work which Landlord performs specifically for or at the expense of any

tenant of the Building. "Operating Costs" shall also include all taxes (as hereinafter defined) assessed against the Property and Building, whether as a result of an increase in the tax rate, or the levy, assessment or imposition of any tax on real estate as such not now levied, assessed or imposed. The foregoing shall apply to increases in real estate taxes assessed against the land or Building generally, and not resulting from improvements placed thereon by Tenant. In the event of any increases in real estate taxes resulting from improvements, alterations or additions made by Tenant, Tenant shall pay the entire amount of said increase. "Taxes" as used herein shall include, but not by way of limitation, all paving taxes, special paving taxes, Metropolitan District Charges, and any and all other benefits or assessments which may be levied on the Property or the Building, but shall not include any income tax on the income or rent payable hereunder.

(b) If, during any annual period of the term, Operating Costs per rentable square foot in the Building exceed six dollars and fifty cents ($6.50), Tenant shall pay Landlord, as additional rent, an amount equal to the product obtained by multiplying the number of rentable square feet comprising the Premises by such excess Operating Costs per rentable square foot.

(c) Landlord shall notify Tenant from time to time of the amount which Landlord estimates will be the amount payable by Tenant in accordance with paragraph (b), above, and Tenant shall pay such amounts to Landlord in equal monthly installments, in advance, on the first day of each month, simultaneously with payments of the rent reserved pursuant to Section 1 hereof. Within a reasonable period of time following the end of each annual period of the term, Landlord shall submit to Tenant a statement showing the actual amounts incurred by Landlord as set forth in paragraph (b), the amount theretofore paid by Tenant, and the amount of the resulting balance due thereon, or overpayment thereof, as the case may be. In the event any balance may be due by Tenant, Tenant shall pay said balance within five (5) days from the date of such statement. In the event Tenant has made any overpayment, such overpayment shall be credited by Landlord against the next installment or installments of rent which are due and payable hereunder, or if the term of this Lease has expired, such overpayment shall be refunded by Landlord to Tenant, without interest, within five (5) days after the date of such statement. Each such statement submitted by Landlord shall be final and conclusive between the parties hereto as to the matters therein set forth, if no objection is raised with respect thereto within fifteen (15) days after submission of each such statement.

7. Increase in Landlord's Insurance Rates.

Tenant will not do, or suffer to be done, anything in or about the Premises, or keep or suffer to be kept, anything in or about the Premises which will contravene or affect any policy of insurance against loss by fire or other hazards, including, but not limited to, public liability, now existing or which the Landlord may hereafter place thereon, or which will prevent the Landlord from procuring such policies in companies acceptable to Landlord at standard rates. Tenant will, at Tenant's sole expense, take all such actions and make any installations or alterations as may be necessary to obtain the greatest possible reduction in the insurance rates for the Premises and the Building caused by the occupancy of Tenant, the nature of the business carried on by Tenant in the Premises, or otherwise resulting from any act of Tenant, its agents, servants, employees or customers, or anything done or suffered to be done by Tenant,

its agents, servants, employees or customers, or anything done or suffered to be done by Tenants, its agents, servants, employees or customers.

8. Insurance - Indemnity.

(a) Tenant covenants and agrees that from and after the date of delivery of the Premises from Landlord to Tenant, Tenant will carry and maintain, at its sole cost and expense and in the amounts specified and in the form hereinafter provided, the following types of insurance:

(i) Public Liability and Property Damage. General Public Liability Insurance covering the Premises and Tenant's use thereof against claims for personal injury or death and property damage occurring upon, in or about the Premises, such insurance to afford protection to the limit of not less than $2,000,000 arising out of any one occurrence, and against property damage to afford protection to the limit of not less than $2,000,000; or such insurance may be for a combined single limit of $2,000,000 per occurrence. The insurance coverage required under this Section 8(a)(i) shall, in addition, extend to any liability of Tenant arising out of Tenant's indemnities hereinafter provided, as well as Independent Contractors' Liability, Products/Completed Operations Liability, Personal Injury Liability and Contractual Liability.

(ii) Boilers. If Tenant's Premises shall contain a boiler or other pressure vessel, Tenant shall carry Boiler and Machinery Insurance with a direct damage limit not less than the full value of the Building. Such insurance shall be written on a "repair and replacement" (i.e., replacement cost) basis.

(iii) Tenant Improvements and Property. Insurance covering all leasehold improvements and other improvements installed by Tenant upon the Premises, trade fixtures and personal property from time to time in, on or upon the Premises and any alterations, improvements, additions or changes made by Tenant thereto in an amount not less than one hundred percent (100%) of their full replacement cost from time to time during the Lease term, providing protection against perils included within the standard Maryland form of fire and extended coverage insurance policy, together with insurance against sprinkler leakage or other sprinkler damage, vandalism and malicious mischief. Any policy proceeds from such insurance, so long as this Lease shall remain in effect, shall be held in trust by Tenant's insurance company first for the repair, reconstruction, restoration or replacement of the property damaged or destroyed.

(iv) Plate Glass. Plate glass insurance covering all plate glass in the Premises. Tenant shall be and remain liable for the repair and restoration of all such plate glass that is damaged by any action of the Tenant or its invitees.

Tenant further covenants and agrees to carry and maintain, at all times during the term of this Lease, the aforegoing types of insurance (and any other types of insurance) in amounts at least equal to the minimum amounts of such insurance coverages commonly required of Tenants in comparable office buildings in the area.

(b) All policies of insurance to be provided by Tenant shall be issued in form acceptable to Landlord by insurance companies with general policyholder's rating of not less than A and a financial rating of AAA as rated in the most current available "Best's" Insurance Reports, and qualified to do business in Maryland. Each such policy shall be issued in the names of Landlord and Tenant. Said

policies shall be for the mutual and joint benefit and protection of each of said parties and executed copies of each such policy of insurance or a certificate thereof shall be delivered to Landlord within ten (10) days after delivery of possession of the Premises to Tenant and thereafter at least fifteen (15) days prior to the expiration of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall contain a provision that the company writing said policy will give to Landlord at least thirty (30) days' notice in writing in advance of any cancellations, or lapse, or the effective date of any reduction in the amounts of insurance. In the event Tenant shall fail to promptly furnish any insurance herein required, Landlord may effect the same for a period not exceeding one (1) year and Tenant shall promptly reimburse Landlord upon demand, as additional rent, the premium so paid by Landlord. If, upon Tenant's failure, rather than purchase separate insurance coverage, Landlord chooses to include Tenant's coverage under Landlord's insurance policies, then Tenant shall promptly reimburse Landlord upon demand, as additional rent, the greater of the increase in Landlord's premium resulting therefrom or One Thousand Dollars ($1,000.00). All such public liability, property damage and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which Landlord may carry. All such public liability and property damage policies shall contain a provision that Landlord shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of negligence of Tenant or any other named assured. Any insurance provided for may be affected by a policy or policies of blanket insurance, covering additional items or locations; provided, however that (i) Landlord shall be named as an additional assured thereunder as its interests may appear; (ii) the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance; (iii) any such policy or policies (except any covering the risks referred to in paragraph (a)(i) above), shall specify therein (or Tenant shall furnish Landlord with a written statement from the insurers under such policy specifying) the amount of the total insurance allocated to the "Tenant Improvements and Property" more specifically detailed in paragraph (iii), above; and (iv) the requirements set forth herein are otherwise satisfied. Any insurance policies herein required to be procured by Tenants shall contain an express waiver of any right of subrogation by the insurance company against the Landlord, and all other tenants or occupants of space in the Building.

(c) Tenant shall, and does hereby, indemnify and hold harmless Landlord and any other parties in interest set forth in paragraph (b), above, from and against any and all liabilities, fines, claims, damages and actions, costs and expenses of any kind or nature (including attorneys' fees) and of anyone whatsoever (i) relating to or arising from the use and occupancy of the Premises; (ii) due to or arising out of any mechanic's lien filed against the Premises, the Building, or any part thereof, for labor performed or for materials furnished or claimed to be furnished to Tenant, or (iii) due to or arising out of any breach, violation or nonperformance of any covenant, condition or agreement in this Lease set forth and contained on the part of Tenant to be fulfilled, kept, observed or performed, unless such damage or injury shall be occasioned by the gross negligence or willful act or omission of the Landlord, in which event, Landlord shall indemnify and hold harmless Tenant to the extent of such negligence or willful act or omission. Notwithstanding the foregoing, Tenant shall at all times remain liable for, and indemnify and hold harmless Landlord as aforesaid against, any damage or injury arising from perils against which

Tenant is required by this Lease to insure, regardless of the negligence or willful acts or omissions of others.

9. Alterations.

Tenant shall not make any alterations, other than non-structural alterations below $20,000.00 which shall not require Landlord's consent, to the Premises, or any part thereof, without prior written consent of Landlord in each instance first had and obtained. If Tenant shall desire to make such alterations, plans for the same shall first be submitted to and approved by Landlord, and all work and installations shall be performed by Tenant at its own expense in accordance with approved plans. Tenant agrees that all such work shall be done in a good and workmanlike manner, that the structural integrity of the Building shall not be impaired, and that no liens shall attach to the Premises by reason thereof. Tenant agrees to obtain, at Tenant's expense, all permits required for such alterations. Any approvals given to Tenant by Landlord for improvements shall designate whether or not Landlord will require removal of said improvements upon vacating the premises.

10. Ownership of Alterations.

Unless Landlord shall elect that all or part of any alteration made by Tenant to the Premises (including any alteration consented to by Landlord pursuant to paragraph 9 hereof) shall remain on the Premises after the termination of this Lease, the Premises shall be restored to their condition at time of initial occupancy (normal wear and tear excepted) by Tenant before the expiration of this Lease at Tenant's sole expense. Upon such election by Landlord, any such alterations, improvements, betterments or mechanical equipment, including but not limited to, heating and air conditioning systems, shall become the property of Landlord as soon as they are affixed to the Premises, and all right, title and interest thereof of Tenant shall immediately cease, unless otherwise agreed to in writing by Landlord. Tenant shall promptly pay any franchise, minor privilege or other tax or assessment resulting directly or indirectly from any alterations or improvements made by Tenant to the Premises. Tenant shall repair promptly, at its own expense, any damage to the Premises or Building caused by bringing into the Premises any property for Tenant's use, or by the installation of removal of such property, regardless of fault or by whom such damage shall be caused.

11. Repairs and Maintenance.

(a) Except as expressly provided in Exhibit B, Landlord shall be under no liability, nor have any obligation to do any work or make any repairs in or to the Premises, and any work which may be necessary to outfit the Premises for Tenant's occupancy or for the operation of Tenant's business therein is the sole responsibility of Tenant and shall be performed by Tenant at its own cost and expense. Tenant acknowledges that it has fully inspected the Premises prior to the execution of this Lease, and Tenant further acknowledges that Landlord has made no warranties or representations with respect to the condition or state of repairs of the Premises.

(b) Tenant, at Tenant's sole expense, shall except for services furnished by Landlord pursuant to Section 3 hereof, maintain the Premises in good order, condition, and repair, including the interior surfaces of the ceilings, walls and floors, all doors, all interior windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, building standard furnishings and special items and equipment installed by or at the expense of Tenant.

(c) Tenant shall be responsible for all repairs and alterations in and to the Premises and Building and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises; (ii) the installation, removal, use or operation of Tenant's property in the Premises; (iii) the moving of Tenant's property into or out of the Building; or (iv) any act, omission, misuse or negligence of Tenants, its agents, contractors, employees or invitees, excluding from the foregoing the services to be furnished by the Landlord under Section 3 hereof and repairs and alterations occasioned by reasonable wear and tear for which Tenant is not responsible.

(d) If Tenant fails to maintain the Premises in good order, condition and repair, reasonable wear and tear expected, Landlord may give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand, with interest from the date of such work, at a rate equal to four percentage points (4%) above the prime commercial rate of interest then being charged by Nations Bank. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.

(e) Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord's structural engineer. Landlord reserves the right to consult with its structural engineer if necessary, in Landlord's opinion, to resolve any questions concerning this matter, in which event the determination of the engineer shall be conclusive and the cost of any such determination shall be paid for by Tenant upon demand. Tenant shall not install business machines or mechanical equipment which cause noise or vibration to such a degree as to be objectionable to Landlord or other Building tenants.

(f) Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other tenant's lease or required by law to make in or to any portion of the Building or the Premises. Landlord shall, nevertheless, use reasonable efforts to minimize any interference with Tenant's business in the Premises.

(g) Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.

(h) Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment shall be repaired by

Tenant at Tenant's expense. Landlord shall bill Tenant, as promptly as is practicable, for the costs of any cleanup and/or repairs to the Premises necessitated by Tenant's use and occupancy thereof (normal wear and tear excepted) and such costs shall constitute additional rental due and payable hereunder notwithstanding any expiration or termination of this Lease.

12. Default.

(a) Any of the following events shall constitute a default by Tenant:

(i) If the rent (basic or additional) shall be in arrears, in whole or in part; or

(ii) If Tenant shall have failed to perform or comply with any other term, condition, or covenant of this Lease on its part to be performed or complied with, for a period of ten (10) days after notice of such failure from Landlord; or

(iii) If the Premises are vacant, unoccupied or deserted for a period of fifteen (15) days or more at any time during the term of this Lease; or

(iv) If there shall occur an Act of Bankruptcy, as defined in Section 38 hereof; or

(v) If Tenant's leasehold interest under this Lease is sold under execution, attachment or decree of court to satisfy any debt of Tenant, or if any lien (including a mechanic's lien) is filed against Tenant's leasehold interest and is not discharged within ten (10) days thereafter.

(b) In the event of default as defined in paragraph (a) hereof, Landlord, in addition to any and all legal and equitable remedies it may have, shall have the following remedies:

(i) To distrain for any rent or additional rent in default; and

(ii) At any time after default, without notice, to declare this Lease terminated and enter the Premises with or without legal process; and in such event Landlord shall have the benefit of all provisions of law now or hereafter in force respecting the speedy recovery of possession from Tenant's holding over or proceedings in forcible entry and detainer, and Tenant waives any and all provisions for notice under such laws.

Notwithstanding such reentry and/or termination, Tenant shall immediately be liable to Landlord for the sum of the following: (a) all rent and additional rent then in arrears, without apportionment to the termination date; (b) all other liabilities of Tenant and damages sustained by Landlord as a result of Tenant's default, including, but not limited to, the reasonable costs of reletting the Premises and any broker's commissions payable as a result thereof; (c) all of Landlord's costs and expenses (including reasonable court fees) in connection with such default and recovery of possession; (d) the difference between the rent reserved under this Lease for the balance of the term and the fair rental value of the Premises for the balance of the term to be determined as of the date of reentry; or at Landlord's option in lieu thereof, Tenant shall pay the amount of the rent and additional rent reserved under this Lease at the times herein stipulated for payment of rent and additional rent for the balance of the term, less any amount received by Landlord during such period from others to whom the Premises may be rented on such terms and conditions and at such rentals as Landlord, in its sole discretion, shall deem proper; and (e) any other damages recoverable by law. In the event Landlord brings any action against Tenant to enforce compliance by Tenant with any covenant or condition of this Lease, including the covenant to pay rent, and it is judicially determined that Tenant has defaulted in performing or complying with any such covenant or condition, then and in such event, Tenant shall pay to Landlord all

costs and expenses incurred by Landlord in bringing and prosecuting such action against Tenant, including Landlord's attorney's fees.

(c) In the event Tenant fails to pay Landlord any rental payment or other charge due hereunder on the date due, Tenant shall pay a late charge equal to fifteen percent (15%) of the rental payment or other such charge, which late charge shall be collectible as additional rent and shall be payable by Tenant to Landlord within five (5) days after written notice from Landlord to Tenant assessing the same. In addition, any such rental payment or other charge which is delinquent for five (5) days or more, shall bear interest from the date on which same was due at a rate equal to four percentage points (4%) above the prime rate of interest then being charged by Nations Bank.

13. Damage or Destruction.

(a) If, during the Lease term, the Premises are damaged by fire or other casualty, but not to the extent that Tenant is prevented from carrying on business in the Premises, Landlord shall promptly cause such damage to be repaired. If such damage renders a substantial portion of the Premises untenantable, the rent reserved hereunder shall be reduced during the period of its untenantability proportionately to the amount by which the area so rendered untenantable bears to the entire gross rentable area of the Premises, and such reduction shall be apportioned from the date of the casualty to the date when the Premise are rendered fully tenantable. Notwithstanding the fore-going, in the event such fire or other casualty damages or destroys any of Tenant's leasehold improvements, alterations, betterments, fixtures or equipment, Tenant shall cause the same to be repaired or restored at Tenant's sole cost and expense and Landlord shall have no liability for the restoration or repair thereof.

(b) If, during the Lease term, the Premises or a substantial portion of the Building are rendered wholly untenantable as the result of fire, the elements, unavoidable accident or other casualty, Landlord shall have the option either to restore the Premises to their condition immediately prior to the casualty within two hundred forty (240) days after the date of such casualty or to terminate this Lease, such option shall be exercised by Landlord by written notice to Tenant within thirty (30) days after the fire, accident or casualty. If Landlord elects to restore the Premises, such restoration shall be completed as promptly as reasonably possible and in any event within two hundred forty (240) days after the date of such casualty and the rent reserved hereunder shall abate until the Premises are again rendered tenantable.

14. Possession.

In case this Lease provides for a specifically designated commencement date, and if possession of the Premises, in whole or in part, cannot be given to Tenant on or before such commencement date, Landlord agrees to abate the rent proportionately until possession is given to Tenant, and Tenant agrees to accept such pro rata abatement as liquidated damages for the failure to obtain possession on the commencement date herein specified. The parties hereto covenant and agree that if the term of this Lease commences on a date other than the date herein specified, they will, upon the request of either of them, execute an agreement in recordable form setting forth the new commencement and termination

dates of the Lease term. Under no circumstances shall Landlord be under any liability for failure to deliver possession of the Premises to Tenant on the date herein specified.

15. Exterior of Premises - Signs.

(a) Tenant covenants and agrees that it will not place or permit any window display, sign, billboard, marquee, lights, awning, poles, placard, advertising matter, or other thing of any kind, in or about the exterior of the Premises or the Building (including without limitation any displays on or in any motor vehicles used by Tenant, its employees, agents and servants), nor paint or make any change in, to or on the exterior of said Premises to change the uniform architecture, paint or appearance of the Building, without in each such instance obtaining the prior written consent of Landlord. In the event such consent is given, Tenant agrees to pay any minor privilege or other tax arising as a result of any such installation immediately when due. Tenant shall obtain, at Tenant's expense, all permits required for such installation. Tenant further agrees to maintain any sign, billboard, marquee, awning, decoration, placard, or advertising matter or other thing of any kind as may be approved by Landlord in good condition and repair at all times.

(b) Tenant further covenants and agrees not to pile or place anything on the sidewalk, parking lot or other exterior portion of the Premises or Building in the front, rear or sides of the Building, not block any sidewalk, parking lot or other exterior portion of the Premises or Building, not do anything that directly or indirectly will interfere with any of the rights of ingress or egress or of light from any other tenant, not do anything which will, in any way, change the uniform and general design of the Building or the Property.

16. Relocation.

After the first (1st) three (3) years of the Lease, Landlord reserves the right at its option to relocate the Premises hereby leased to another area within the Building (except the Lower Level) provided; (i) such new location shall be comparable to the Premises hereby leased (including similar leasehold improvements), (ii) Landlord gives Tenant one hundred eighty (180) days prior written notice of such relocation; and (iii) Landlord pays all moving and other related expenses. In the event Tenant deems the proposed relocation premises to be unacceptable, Tenant shall be permitted to terminate the Lease with no penalty, and shall have ~~three (3) months~~ 180 days from receiving Landlord's relocation notice to vacate the premises.

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17. For Rent/Sale Signs.

Landlord shall have the right to place a "For Rent" sign on any portion of said Premises for six (6) months prior to termination of this Lease and to place a "For Sale" sign thereon at any time. During such six-month period, Landlord may show the Premises and all parts thereof to prospective tenants between the hours of 8:00 a.m. and 6:00 p.m. on any day except Sunday or any legal holiday on which Tenant shall not be open for business.

18. Water and Other Damage.

Landlord shall not be liable for, and Landlord is hereby released and relieved from all claims and demands of any kind by reason of or resulting from damage or injury to person or property of Tenant or any other party, directly or indirectly caused by (a) dampness, water, rain or snow, in any party of the Premises or in any part of any other property of Landlord or of others, and/or (b) falling plaster, steam, gas, electricity, or any leak or break in any part of the Premises or from any pipes, appliances or plumbing or from sewers or the street or subsurface or from any other place or any part of any other property of Landlord or of others or in the pipes of the plumbing or heating facilities thereof, except for willful or gross negligence on the part of the Landlord.

19. Right of Entry.

Landlord and its agents, servants, employees, including any builder or contractor employed by Landlord shall have the absolute and unconditional right, license and permission, at any and all reasonable times, and upon prior reasonable notice to Tenant (except in cases of emergency), to enter and inspect the Premise or any part thereof, and at the option of Landlord, to make such reasonable repairs and/or changes in the Premises as Landlord may deem necessary or proper and/or to enforce and carry out any provision of this lease.

20. Termination of Term.

It is agreed that the term of this Lease shall expire and terminate at the end of the original term hereof (or at the expiration of the last renewal term, if this Lease contains a renewal option and the same is properly exercised), without the necessity of any notice by or to any of the parties hereto, unless otherwise provided herein. If Tenant shall occupy the Premises after such expiration or termination, it is understood that Tenant shall hold the Premises as a tenant from month-to-month, subject to all the other terms and conditions of this lease, at an amount equal to double the highest monthly rental installment reserved in this Lease. Landlord shall, upon such expiration or termination of this Lease, be entitled to the benefit of all public general or local laws relating to the speedy recovery of possession of lands and tenements held over by tenants that may be now in force or may hereafter be enacted.

21. Condemnation.

(a) If, during the term of this Lease, all or a substantial part of the Premises shall be taken by police power or under power of eminent domain, this Lease shall terminate as of, and the rent (basic and additional) shall be apportioned to and abate from and after, the date of taking. Tenant shall have no right t participate in any award or damages for such taking and hereby assigns all of its right, title and interest therein to Landlord. For the purposes of this paragraph, "a substantial part of the Premises" shall

mean such part that the remainder thereof is rendered inadequate for Tenant's business and that such remainder cannot practicably be repaired and improved so as to be rendered adequate to permit Tenant to carry on its business with substantially the same efficiency as before the taking.

(b) If, during the Lease term, less than a substantial part of the Premises (as hereinabove defined) is taken by police power or under power of eminent domain, this Lease shall remain in full force and effect according to its terms; and Tenant shall have no right to participate in any award or damages for such taking and tenant hereby assigns all of its right, title and interest in and to the award to Landlord. In such event Landlord shall, at its expense, promptly make such repairs and improvements as shall be necessary to make the remainder of the Premises adequate to permit Tenant to carry on its business to substantially the same extent and with substantially the same efficiency as before the taking; provided that in no event shall Landlord be required to expend an amount in excess of the award received by Landlord for such taking. If, as a result of such taking, any part of the Premises is rendered permanently unusable, the basic annual rent reserved hereunder shall be reduced in such amount as may be fair and reasonable, which amount shall not exceed the proportion which the area so taken or made unusable bears to the total area which was usable by Tenant prior to the taking. IF the taking does not render any part of the Premises unusable, there shall be no abatement of rent.

(c) For purposes of this section, "taking" shall include a negotiated sale or lease and transfer of possession to a condemning authority under bona fide threat of condemnation for public use, and Landlord alone shall have the right to negotiate with the condemning authority and conduct and settle all litigation connected with the condemnation. As hereinabove used, the words "award or damages" shall, in the event of such sale or settlement, include the purchase or settlement price.

(d) Nothing herein shall be deemed to prevent Tenant from claiming and receiving from the condemning authority, if legally payable, compensation for the taking of Tenant's own tangible property and such amount as may be payable by statute or ordinance toward Tenant's damages for Tenant's loss of business, removal and relocation expenses.

22. Subordination.

This Lease shall be subject to and subordinate at all times to the lien of any mortgages and/or deeds of trust upon the Building now or hereafter to be made, unless the mortgagee or holder of the deed of trust elects to have Tenant's interest hereunder superior to the interest of the mortgagee or holder of such deed of trust. This subordination provision shall be self-operative and no further instrument of subordination shall be required. The Tenant agrees to execute any documents necessary, subsequent to the execution of this Lease, which are required to effect such subordination. Tenant further hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such instrument for and on behalf of Tenant.

23. Landlord's Right to Perform Tenant's Covenants.

If Tenant shall fail to perform any covenant or duty required of it by this Lease or by law, Landlord shall have the right (but not the obligation) to perform the same, and if necessary to enter the Premises for such purposes without notice. The reasonable cost thereof to Landlord shall be deemed to be additional

rent hereunder payable by Tenant, shall be due and payable by Tenant upon demand, and Landlord shall have the same rights and remedies with respect to such additional rent as Landlord has with respect to the rental reserved hereunder.

24. Attornment.

(a) If Landlord assigns this Lease or the rents hereunder to a creditor as security for a debt, Tenant shall, after notice of such assignment and upon demand by Landlord or the assignee, pay all sums thereafter becoming due to Landlord hereunder either to Landlord or to such assignee, as required by such notice. Tenant shall also, upon receipt of such notice, have all policies of insurance required hereunder endorsed so as to protect the assignee's interest as it may appear and shall deliver such policies, or certificates thereof, to the assignee.

(b) In the event the Premises are sold at any foreclosure sale or sales, by virtue of any judicial proceedings or otherwise, this Lease shall continue in full force and effect and Tenant agrees, upon request, to attorn to and acknowledge the foreclosure purchase or purchasers at such sale as the landlord hereunder. It is understood that such purchaser or purchasers may, at its or their option, terminate this Lease immediately upon giving written notice thereof to Tenant.

25. Non-Waiver of Future Enforcement.

The receipt of rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance of performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease, including the provision breached. No failure on the part of Landlord or of the Tenant to enforce any covenant or provision herein contained nor any waiver of any right hereunder by Landlord or Tenant shall discharge or invalidate such covenant or provision or shall affect the right of Landlord or tenant to enforce the same in the event of any subsequent default. The receipt by Landlord of any rent or any sum of money or any other consideration hereunder paid by Tenant after the termination, in any manner, of the term herein demised, or after the giving by Landlord of any notice hereunder to effect such termination, shall not reinstate, continue or extend the term herein demised, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by Landlord to Tenant prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Landlord. Neither acceptance of the keys nor any other act or thing done by Landlord or any agent or employee during the term herein demised shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing signed by Landlord accepting or agreeing to accept such surrender.

26. Personal Property Taxes.

Tenant shall be responsible for and shall pay any taxes or assessments levied or assessed during the term of this Lease against any leasehold interest of Tenant or personal property or trade fixtures of Tenant of any kind, owned by Tenant or placed in, upon or about the Premises by Tenant.

27. Recordation of Lease.

Tenant agrees that it will, upon Landlord's request, execute a memorandum of this Lease in a form suitable for recording under applicable Maryland law. The party recording such Memorandum of Lease shall pay all costs of recordation, including any transfer or recordation taxes thereon.

28. Notices.

Any notice required by this Lease shall be sent by certified mail or by a recognized overnight delivery service such as Federal Express with a receipt by addressee to Landlord at: Timonium Development Joint Venture, 2066 Lord Baltimore Drive, Baltimore, Maryland 21244. Any notice required by this Lease shall be sent by certified mail to Tenant at:

1954 Greenspring Drive
5th Floor
Timonium, MD 21093

(if no address is specified, such notices to Tenant shall be addressed to the Premises). Either party may, at any time, and from time to time, designate in writing a substitute address for that set forth above, and thereafter all notices to such party shall be sent by certified mail to such substitute address.

29. Waiver of Jury Trial.

THE LANDLORD AND THE TENANT WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, COUNTERCLAIM, OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS LEASE. THIS WAIVER APPLIES TO ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS AND PROCEEDINGS, INCLUDING PARTIES WHO ARE NOT PARTIES TO THIS LEASE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE TENANT AND THE TENANT ACKNOWLEDGES THAT NEITHER THE LANDLORD, NOR ANY PERSON ACTING ON BEHALF OF THE LANDLORD, HAD MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, IN THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

30. Severability.

(a) It is agreed that, for the purpose of any suit brought or based on this Lease, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained thereon as successive periodic sums shall mature or be due hereunder, and it is further agreed that failure to include

in any suit or action any sum or sums then matured or due shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so omitted; and Tenant agrees that it will not, in any suit or suits brought or arising under this Lease for a matured sum for which judgment has not previously been obtained or entered, plead, rely on or interpose the defenses of res adjudicata, former recovery, extinguishment, merger, election of remedies or other similar defense as a default said suit or suits.

(b) If any term, clause or provision of this Lease is declared invalid by a court of competent jurisdiction, the validity f the remainder of this Lease shall not be affected thereby but shall remain in full force and effect.

31. Non-Waiver.

It is understood and agreed that nothing herein shall be construed to be a waiver of any of the terms, covenants or conditions herein contained, unless the same shall be in writing, signed by the party to be charged with such waiver, and no waiver of the breach of any covenant herein shall be construed as a waiver of such covenant or any subsequent breach thereof. No mention in this Lease of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity.

32. Successors and Assigns.

(a) Except as herein provided, this Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord its successors and assigns; shall be binding upon Tenant, its successors and assigns (including without limitation any trustee in bankruptcy or debtor-in-possession, and any assignee of the same); and shall inure to the benefit of Tenant and only such assignees of Tenant to whom an assignment by Tenant has been consented to in writing by Landlord. In the event more than one person, firm or corporation is named herein as Tenant, the liability of all parties named herein as Tenant shall be joint and several.

(b) In the event Landlord's interest under this Lease is transferred or assigned and written notice thereof is given to Tenant, Landlord (or any subsequent assignee or transferee of Landlord's interest under this Lease who gives such notice to Tenant) shall automatically be relieved and released from and after the date of such transferee of Landlord's interest under this Lease who gives such notice to Tenant) shall automatically be relieved and released from and after the date of such transfer or conveyance from all liability hereunder. Further, the liability of Landlord, its successors and assigns, under this Lease shall at all times be limited solely to Landlord's interest in the land and improvements comprising the Building and in the event the owner of Landlord's interest in this Lease is at any time an individual, partnership, joint venture or unincorporated association, Tenant agrees that such individual or the members or partners of such partnership, joint venture or unincorporated association shall not be personally or individually liable or responsible for the performance of any of Landlord's obligations hereunder.

33. Security Deposit.

(a) On or before the full execution and delivery of this Lease, Tenant shall cause to be deposited with Landlord a Letter of Credit from Tenant's lender in the face amount of six hundred thousand dollars ($600,000.00), as a security deposit for the faithful performance of Tenant's obligations under this Lease. Tenant agrees that Landlord shall have the right, but not the obligation, to draw upon such Letter of Credit to cure or remedy any default by Tenant hereunder, including in the payment of rent, if any such default is not cured by Tenant within any applicable grace or cure period set forth in this Lease. Said Letter of Credit, if not sooner drawn upon, shall be returned to Tenant within thirty (30) days after vacating of the Premises by Tenant and termination of this Lease (or upon termination of the last renewal term of this Lease if this Lease contains a renewal option and Tenant properly exercises said option), provided that Landlord shall nevertheless have the right to draw upon the Letter of Credit for any damages sustained by Landlord if (i) Tenant is then in default under any of the provisions of this Lease, and (ii) there is damage to the Premises beyond ordinary wear and tear and the Premises have not been left in a clean condition and in good order with all debris, rubbish and trash placed in proper containers. If, Landlord draws upon the Letter of Credit and uses all, or any portion, of the proceeds thereof to cure any default by Tenant under this Lease, Tenant agrees to deposit with Landlord, within fifteen (15) days after Landlord's written notice, a cash sum in sufficient amount or increasing the Letter of Credit, which when added to any remaining proceeds from the Letter of Credit, will equal the full amount of the Letter of Credit applicable at that time. If, the Bank issuing the Letter of Credit notifies Landlord that it will not renew the Letter of Credit at any time prior to the expiration of the Lease term, including any renewal thereof, the Landlord will notify the Tenant thereof and provide the Tenant with an opportunity to secure and deliver to the Landlord a replacement Letter of Credit in the same face amount, from a bank or lending source with similar credit, and substantially in the same form as the existing Letter of Credit , provided that if the Landlord does not receive such replacement Letter of Credit on or before five (5) days prior to the expiration of the existing Letter of Credit the Landlord shall be immediately entitled to draw upon the full face amount of the Letter of Credit, in which event the amount so drawn shall be held by Landlord as a cash security deposit. Landlord shall be immediately entitled to draw upon the full face amount of a Letter of Credit, in which event the amount so drawn shall be held by Landlord as a cash security deposit. In the event Landlord draws upon the Letter of Credit as provided in this paragraph, Landlord shall be entitled to commingle said security deposit with its own funds, and Landlord shall not be required to pay Tenant any interest thereon.

(b) Notwithstanding any other provisions of this Section 33, the amount required pursuant to the Letter of Credit shall decrease to the following amount:

1. Commencing with year 2, $480,000.
2. Commencing with year 3, $360,000.
3. Commencing with year 4, $240,000.
4. Commencing with year 5, $120,000.
5. Commencing with year 6, Tenant shall replace the Letter of Credit with a Security Deposit in the amount of twenty thousand dollars ($20,000.00).

34. Notices to Mortgagee.

Tenant agrees that a copy of any notice of default from Tenant to Landlord shall also be sent to the holder of any mortgage or deed of trust on the Premises, provided Tenant has been given written notice of the fact that such mortgage or deed of trust has been made; and Tenant shall allow said mortgagee or holder of the deed of trust a reasonable time, not to exceed thirty (30) days from the receipt of said notice, to cure, or cause to be cured, any such default. If such default cannot reasonably be cured within the time specified herein, then such additional time as may be necessary shall be allowed, provided the curing of such default is commenced and diligently pursued (including, but not limited to, commencement of foreclosure proceedings if necessary to effect such cure) in which event this Lease shall not be terminated while such remedies are being thus diligently pursued.

35. Estoppel Certificate.

Each party hereto shall, at any time and from time to time during the term of this Lease or any renewal thereof, upon request of the other, execute, acknowledge, and deliver to the other (or its designee) a statement in writing, certifying that this Lease is unmodified and in full force and effect if such is the fact (or if there have been any modifications thereof, that the same is in full force as modified and stating the modifications) and the dates to which the rents and other charges have been paid in advance, if any. Any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the estate of the party requesting the same or by the mortgagee or any assignee of any mortgagee or the trustee or beneficiary of any deed of trust constituting a lien on the Premises or the Building.

36. Bankruptcy.

(a) An "Act of Bankruptcy" shall mean:

(i) the application by Tenant or any guarantor of Tenant or its or their consent to the appointment of a receiver, trustee or liquidator of Tenant or any guarantor of Tenant or a substantial part of its or their assets;

(ii) the filing of voluntary petition in bankruptcy or the admission in writing by Tenant or any guarantor of Tenant of its inability to pay its debts as they become due;

(iii) the making by Tenant or any guarantor of Tenant of an assignment for the benefit of its creditors;

(iv) the filing of a petition or an answer seeking a reorganization or an arrangement with its creditors or an attempt to take advantage of any insolvency law;

(v) the filing of an answer admitting the material allegations of a petition filed against Tenant or any guarantor of Tenant in any bankruptcy, reorganization or insolvency proceeding;

(vi) the entering of an order, judgment or decree by any court of competent jurisdiction adjudicating Tenant or any guarantor of Tenant a bankrupt or an insolvent, approving a petition seeking such a reorganization, or appointing a receiver, trustee or liquidator of Tenant or any guarantor of Tenant or of all or a substantial part of its or their assets; or

(vii) the commencing of any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and the continuation of such order, judgment, decree or proceeding unstayed for a period of sixty (60) days.

(b) Upon the occurrence of an Act of Bankruptcy, this Lease and all rights of Tenant hereunder shall automatically terminate with the same force and effect as if the date of any such event were the date stated herein for the expiration of the term, and Tenant shall vacate and surrender the Premises, but shall remain liable as herein provided. Landlord reserves any and all remedies provided herein or at law or in equity.

(c) If this Lease is not terminated in accordance with subsection (b) above because such termination is not permitted under the Bankruptcy Code, 11 U.S.C. 101 et seq. (the "Bankruptcy Code"), then upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor in possession, and any trustee who may be appointed, agree:

(i) To perform each and every obligation of Tenant under this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court;

(ii) To pay monthly in advance on the first day of each month as reasonable compensation for use and occupancy of the Premises an amount equal to all basic rent and all additional rent reserved hereunder;

(iii) To reject or assume this Lease within sixty (60) days of the filing of such petition under Chapter 7 of the Bankruptcy Code or within thirty (30) days of the filing of a petition under any other Chapter;

(iv) To give Landlord at least forty-five (45) days prior written notice of any proceeding relating to any assumption of this Lease;

(v) To give Landlord at least thirty (30) days prior written notice of any abandonment to be deemed conclusively a rejection of this Lease;

(vi) To be deemed conclusively to have rejected this Lease in the event of the failure to comply with any of the above; and

(vii) To be deemed to have consented to the entry of an order by an appropriate United States Bankruptcy Court providing all of the above, waiving notice and hearing of the entry of same.

(d) Not withstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord hereunder, whether or not expressly denominated as rent, shall constitute "rent" for the purposes of Section 502(b)(7) of the Bankruptcy Code, including, without limitation, reasonable attorney's fees incurred by Landlord by reason of Tenant's bankruptcy.

(e) In the event that this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord, and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other consideration constituting Landlord's property under the preceding sentence not directly paid or delivered to Landlord shall be held in trust for the benefit of Landlord by the recipient thereof and be promptly paid to or turned over to Landlord. If Tenant assumes this Lease and proposes to assign the same pursuant to the provisions of the Bankruptcy Code to any person or entity who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to Tenant, the notice of such proposed assignment setting forth (i) the

name and address of such person; (ii) all of the terms and conditions of such offer; and (iii) adequate assurance to be provided to Landlord to assure such assignee's future performance under the Lease, including, without limitation, the assurance referred to in Section 365(b)(3) of the Bankruptcy Code, or any such successor or substitute legislation or rule thereto, shall be given to Landlord by Tenant, but in any event no later than ten (10) days prior to the date that Tenant shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commission which may be payable out of the consideration to be paid by such person for the assignment of this Lease. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption.

(f) Nothing contained in this Section 35 shall be deemed in any manner to limit Landlord's rights and remedies under the Bankruptcy Code, as presently existing or as may hereafter be amended.

(g) No default under this Lease by Tenant, either prior to or subsequent to any Act of Bankruptcy, shall be deemed to have been waived unless expressly done so in writing by Landlord.

(h) Neither Tenant's interest in this Lease, nor any estate created hereby in Tenant nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided by the Bankruptcy Code.

37. Lender's Approval.

It is understood and agreed that this Lease and the obligations of the parties hereunder are subject to the written approval of Landlord's lender, and that this Lease is not binding upon either Landlord or Tenant unless Landlord receives such written approval from Landlord's lender. Landlord will advise Tenant promptly upon its receipt of approval or disapproval from Landlord's lender. If Landlord has not advised Tenant within ten (10) days after the date hereof that it has obtained such consent, Tenant shall have the unilateral right to cancel this Lease by written notice thereof to Landlord.

38. Broker's Commission.

Tenant and Landlord warrant that they have dealt with no broker in connection with this Lease, except

Benchmark Commercial Properties, Inc.

and agree to indemnify and save the other harmless from all claims, actions, damages, costs and expenses and liability whatsoever, including reasonable attorney's fees, that may arise from any breach of this warranty.

39. Rules and Regulations.

Tenant shall faithfully observe and comply with the rules and regulations attached hereto as Exhibit C, and with any amendments or modifications thereto that Landlord shall, from time to time, promulgate with respect to the Building. Any such amendments or modifications to the rules and regulations shall be binding upon Tenant delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any of said rules and regulations by any other tenants or occupants.

40. Captions.

The captions of the various sections of this Lease are for convenience only and are not a part of this Lease. Such captions shall not be construed to define or limit any of the provisions of this Lease.

41. Final and Entire Agreement.

This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

42. Tenant Representative.

The name, address and telephone number of Tenant representative to be contacted in event of emergency are as follows:

Tim Train – 410-828-1606

43. Additional Items.

Landlord shall provide the premises in accordance with the attached building standard workletter and a mutually agreed upon floor plan.

44. Renewal Options.

If Tenant is not then in default under this Lease or any of the provisions hereof, Tenant may extend the term of this Lease for one (1) additional successive period of five (5) years each, by notifying Landlord in writing of its intention to do so at least one hundred eighty (180) days prior to the expiration of the then current term. The renewal term shall be under the same terms and conditions as are herein set forth except that the annual rental for the renewal term shall be adjusted as follows:

The rental rate shall be the then current market rate but in no event less than the previous years lease rate. The rental rate shall increase 3% annually over the term of the renewal.

There shall be no additional right to renew or extend this Lease except as provided herein.

44. Time.

Time is of the essence for all purposes in this Lease.

WITNESS the hands and seals of the parties hereto as of the day and year first above written.

WITNESS:

MERRITT/BAVAR-TD2, LLC
By: MERRITT MANAGEMENT CORPORATION, AGENT

By: _____ (SEAL)
Landlord President

WITNESS/ATTEST:

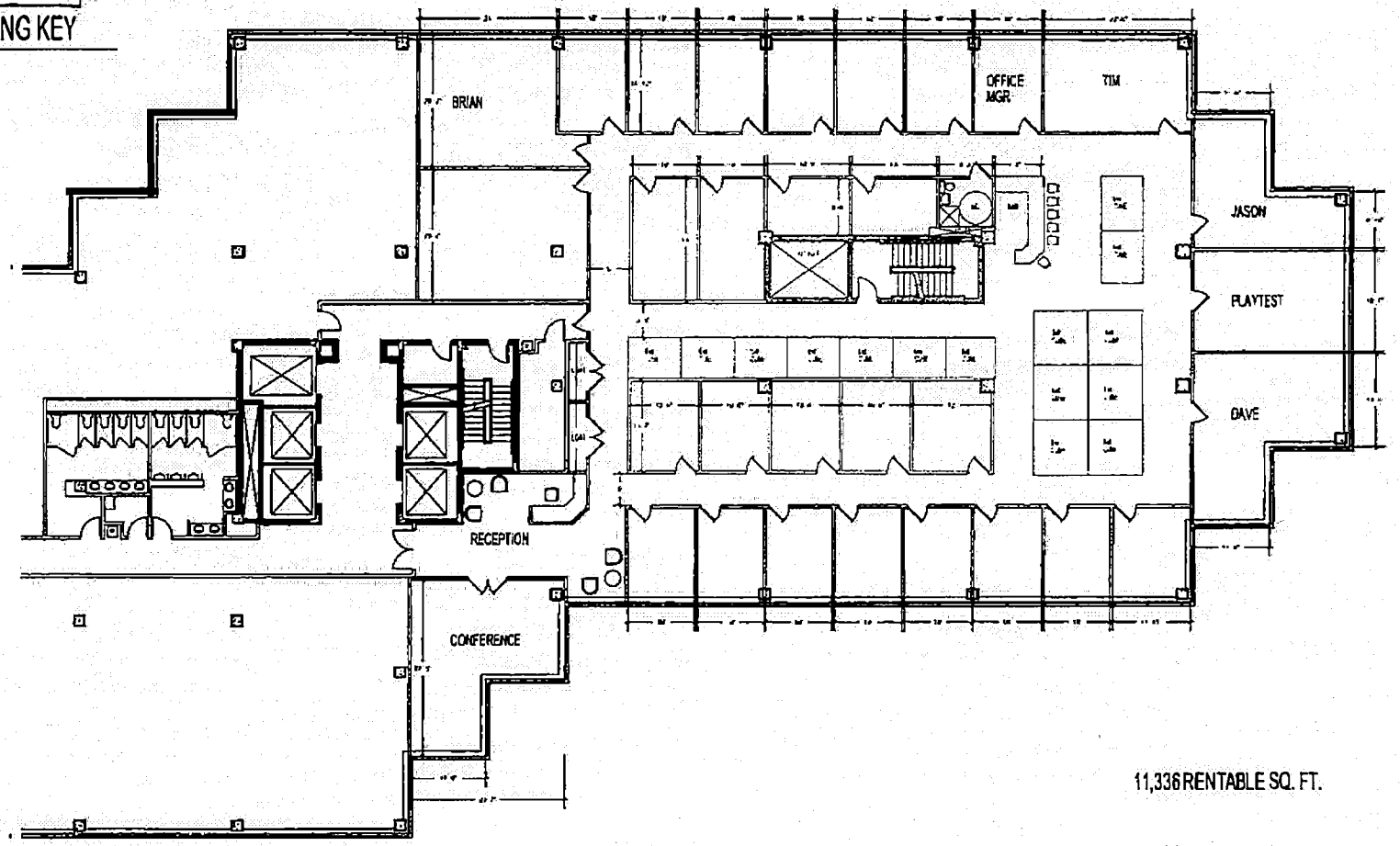
BIG HUGE GAMES, INC.

8/9/00

By: _____ 8/9/00 (SEAL)
Tenant

BUILDING KEY

BHG



11,336 RENTABLE SQ. FT.

TIMONIUM TWO
1954 GREENSPRING DRIVE
TIMONIUM, MD 21093

SPACE-PLAN
BIG HUGE GAMES

DATE 07.20.00
DRAWN BY JS
DRAWING # TD4-BHG

MERRITT
PROPERTIES, LLC
2066 Lord Baltimore Drive Baltimore, MD 21244
410-298-2600 Fax: 410-298-9644
www.merrittproperties.com

K:\CAD Drawings\TD1-4 Timonium Whse & Office\TD4 Timonium (Two)\TD4-BHG dwg, 07/20/00 11:43:41 AM, \\MERRITT4\Cad_Shell

LANDLORD'S WORK
WORKLETTER
Exhibit B

Landlord will provide the following building standard finishes to the premises in accordance with the attached Exhibit B:

* Ceiling will be 2 x 2 suspended acoustical with white metal grid, ceiling height to be 8'10". (USG #344 or equal).

* Lighting – T-8 high efficiency – 3 tube, 277 volt 2 x 4 lay-in type with parabolic 78 cell lenses and return air-type fixtures. Lighting to provide 70 f.c. @ 30" above finished floor. Lighting switch to be individual for single offices. Gang switching to be used for open areas.

* Sprinkler - A complete fire protection system per code will be provided throughout. The system will have semi-recessed chrome heads.

* Floor covering - Vinyl tile to be Armstrong Exelon. Carpet to be 30 oz. patterned loop or cut pile; All carpet to be direct glue down.

* Base shall be a standard 4" vinyl base provided throughout.

* Window blinds - 1" venetian mini blinds, Levelor or equal, on all exterior windows.

* Interior doors are solid core, 3' x 8'0" wood veneer. Hardware to be lever style locksets.

* Entrance doors - Main entry doors from lobby to corridor to be 3' x 8' solid core wood door with sidelights. Lobby entrances to be 3' x 8" double frameless glass doors with polished chrome hardware and semi-concealed hinges.

* Electrical - Provide convenience outlets 110 volt throughout the space. Three (3) outlets per private office along with one (1) outlet every 15 linear feet of open area partitioning. The standard electric load available below the finished ceiling is 4 watts per square foot.

* HVAC - A medium velocity VAV system with one VAV box per 800 SF throughout as required. A hot water perimeter base board, multi-zone heating system.

* Kitchen Area - To include 8' of base and overhead cabinets with stainless steel sink for spaces 5,000 square feet or greater. Plumbing connector for one (1) coffee maker to be 1/4" or 3/8" copper line with pet cock valve below counter.

* Drywall – Interior partitions will be provided up to one (1) linear foot for each fifteen (15) square foot of useable space. All interior drywall is 1/2" with 3 5/8" metal studs 16" on center, all partitions contain sound batt insulation.

* Two (2) coats of latex paint on all surfaces.

* Wallcovering in conference rooms.

EXHIBIT "C"
TIMONIUM TWO OFFICE BUILDING
RULES AND REGULATIONS

1. Tenant and its agent and employees shall not loiter in or upon or in any way obstruct the grounds, sidewalks, driveways or parking areas, or the common halls, passages, exits, entrances, corridors, in or about the Building in which the Demised Premises are located or use such areas for any purpose other than for ingress or egress from the Demised Premises. These areas are not for the use of the general public, and Landlord reserves the right to control and prevent access to them by all persons whose presence in the judgment of the Landlord, will be prejudicial to the safety, character, reputation and interests of the Buildings and its tenants. However, nothing in these Rules and Regulations shall be construed to prevent access by persons with whom Tenant usually deals in the ordinary course of its business, unless those persons violated the Rules and Regulations of the Building or are engaged in illegal activities.

2. Waterclosets and urinals shall not be used for any purpose other than those for which they were construed; and no sweepings, rubbish, ashes, newspaper or any other substances of any kind shall be thrown into them. Waste and excessive or unusual use of electricity or water is prohibited.

3. The windows, doors, partitions and lights that reflect or admit light into the halls or other places of the Building shall not be obstructed. NO SIGNS, ADVERTISEMENTS OR NOTICES SHALL BE INSCRIBED, PAINTED, AFFIXED OR DISPLAYED IN, ON, UPON OR BEHIND ANY WINDOWS, except as may be required by law or agreed upon by the parties in writing; and no sign, advertisement or notice shall be inscribed, painted or affixed on any doors, partitions or other part of the inside of the Building, without the prior written consent of Landlord. If such consent be given by Landlord, any such advertisement or notice shall be inscribed, painted or affixed by Landlord, or a company approved by Landlord, but the cost of the same shall be charged to and be paid by Tenant, and Tenant agrees to pay the same promptly, on demand. All signs, advertisements or notices permitted herein shall be only of such color, size, style, place and material as approved by Landlord in writing.

4. No electric wiring of any kind is to be introduced without Landlord's prior written consent. If Tenant desires telegraphic, telephone, burglar alarm or signal services and if Landlord consents in writing thereto, the wiring must be connected

as directed by Landlord, and no stringing or cutting of wires will be allowed, except if specifically permitted in the prior written consent of Landlord. The electric wiring shall be done only by contractors approved by Landlord in writing. No tenant shall lay linoleum or other similar floor coverings so that the same shall be in direct contact with the floor of the Premises; and if linoleum or other similar floor coverings are desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor by a paste or other material soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

5. Landlord will not be responsible for loss of or damage to any equipment or freight from any cause; but all damage done to the Building by moving or maintaining any such equipment or freight shall be repaired at the expense of Tenant. All safes shall stand on a base of such size as shall be designated by the Landlord.

6. No machinery of any kind or articles of unusual weight or size will be allowed in the Building, without the prior written consent of Landlord. Business machines and mechanical equipment, if consented to by Landlord, shall be placed and maintained by Tenant, at Tenant's expense, in setting sufficient to absorb and prevent all vibration, noise and annoyance.

7. No additional lock or locks of similar devices shall be placed by Tenant on any door, window or transom in the Building, without prior written consent of Landlord. Two keys will be furnished Tenant by Landlord. Tenant, its agents and employees, shall not change any locks. Tenant shall make known to Landlord the explanation of all combination locks or safes, cabinets and vaults, and all keys to doors and washrooms shall be returned to Landlord at the termination of the tenancy, and, in the event of loss of any keys furnished, Tenant shall pay Landlord the cost thereof.

8. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Premises of the Building.

9. The requirements of Tenant will be attended to only upon application at the office of the Building. Employees of Landlord shall not perform any work for Tenant or do anything outside of their regular duties, unless under special written instructions from the office of Landlord.

10. The Premises shall not be used for lodging or sleeping purposes, and cooking therein is prohibited.

11. Tenant shall not conduct, or permit any other person to conduct, any auction upon the Premises; manufacture or store

goods, wares or merchandise upon the Premises, without the prior written approval of Landlord, except the storage of usual supplies and inventory to be used by Tenant incidental to the purposes for which Tenant may use the Premises; permit the Premises to be used for gambling; make any noises in the Building that are objectionable to Landlord or other occupants of the Building; permit to be played any musical instrument in the Premises, or permit any unusual odors to be produced upon the Premises; or create or maintain a nuisance thereon. Tenant shall not occupy or permit any portion of the Premises leased to him to be occupied as an office for a public stenographer or typewriter, or for the possession, storage, manufacture, or sale of intoxicating beverages, narcotics, tobacco in any form, or as a barber or manicure shop.

12. No curtains, blinds, shades, screens, awnings or other form of inside or outside window covering, or window ventilators or similar devices shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. If Landlord consents, such coverings or devices must be of a quality, type, design, and color, and attached in a manner approved by Landlord.

13. Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate to prevent same. Tenant shall not exhibit, sell or offer for sale on the Premises or in the Building any article or thing, except those articles and things essentially connected with the stated use of the Premises, without the prior written consent of Landlord.

14. There shall not be used on the Premises or in the Building, either by Tenant or by others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and side guards.

15. Each tenant, before closing and leaving the Premises, shall be responsible for the closing and locking of all entrance doors.

16. Tenant shall not use the name "Timonium Two Office Building" for any other purpose other than that of a business address of Tenant, and shall never use any picture or likeness of the Building in any circulars, notices, advertisements or correspondence without the Landlord's prior written consent. Tenant shall not advertise the business, profession or activities of the Tenant conducted in the Building in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such business, profession or activities.

17. Landlord hereby reserves to itself any and all rights not granted to Tenant hereunder, including, but not limited to, the following rights which are reserved to Landlord for its purposes in operating the building:

(a) the exclusive right to use the name "Timonium Two Office Building" for all purposes, except that Tenant may use the name as its business address and for no other purpose;

(b) the right to change the name or address of the Building or of the project without notice or liability to Tenant;

(c) the right to install and maintain a sign or signs on the exterior of the Building;

(d) the exclusive right to use or dispose of the use of the roof of the Building;

(e) the right to limit the space on the directory of the Building to be allotted to Tenant;

(f) the right to grant to anyone the right to conduct any particular business or undertaking in the Building.

18. In addition to all other liabilities for breach of any provision of these Rules and Regulations, Tenant shall pay to Landlord all damages caused by such breach. The violation of any such provision may also be restrained by injunction.

THIS FIRST AMENDATORY LEASE AGREEMENT made this 28th day of August, 2000, by and between MERRITT/BAVAR-TD2, LLC, (hereinafter called "Landlord") and BIG HUGE GAMES, INC., (hereinafter called "Tenant").

EXPLANATORY STATEMENT

By lease (hereinafter called the "Lease") dated August 14, 2000, Landlord leased to Tenant, and the latter rented from the former, certain premises within the building known as 1954 Greenspring Drive, 5th Floor, Timonium, MD 21093.

The parties desire to amend the Lease as hereinafter set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the mutual covenants and agreement herein contained, the parties hereto hereby covenant and agree as follows:

1. Landlord and Tenant agree to amend and replace (Security Deposit)Section 33 (b) as follows:

   (b) Upon delivery by Tenant to Landlord for Landlord's approval of an Amendment to the Letter of Credit reducing the amount thereof as set forth above, which Amendment is approved in writing by Landlord, the amount of the Letter of Credit shall be reduced in accordance with the Amendment as approved by Landlord.

2. Except as herein provided, the Lease shall remain unchanged and in full force and effect.

3. Time is of the essence for all purposes in this Amendatory Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the within Amendatory Lease Agreement as of the day and year first above written.

WITNESS:

BIG HUGE GAMES, INC.

_____

BY: _____ (SEAL)
Tenant

ATTEST:

MERRITT/BAVAR-TD2, LLC
BY: MERRITT MANAGEMENT CORPORATION
AGENT

_____

BY: _____ (SEAL)
Landlord President

SCHEDULE "B"

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made as of Dec 27, 2007, by and among **BIGWORLD PTY, LTD.** ("Licensor"), ACN No. 102927239, with offices at Canberra Technology Park, Phillip Avenue, Watson ACT 2602, AUSTRALIA and **38 STUDIOS, LLC** ("Licensee"), a Delaware limited liability company with offices at 5 Clock Tower Place, Suite 140, Maynard, Massachusetts 01754 USA, and _____, a _____ organized under the laws of _____ (referred to as "Contractor"), with offices at _____.

WITNESSETH

WHEREAS, Licensor owns or controls the rights in and to its tools and technology and improvements thereto (collectively referred to as "Licensed Technology" and defined below); and

WHEREAS, Contractor is engaged in the business of designing and developing computer and video games and has entered into an Agreement, dated _____ (the "Development Agreement") with Licensee pursuant to which Contractor will design and develop a video game described below and desires to use the Licensed Technology in connection therewith;

NOW, THEREFORE, the parties do hereby agree as follows:

1. DEFINITIONS: The following words shall, where the context allows, have the following:

(a) The term "Game" means one (1) computer software game to be developed by Licensee in all languages to operate on a personal computer (as defined below) tentatively entitled Copernicus.

(b) The term "Licensed Technology" means shall mean any tools, software, technology, game engine and/or generic code, that Licensor owns and has licensed to Licensee as per Licensor's License Agreement with Licensee dated as of _____ and which are more specifically described in the specifications set forth in the Development Agreement and which include only executable computer code and related data files.

2. ACKNOWLEDGEMENT OF DEVELOPMENT AGREEMENT WITH LICENSEE:

(a) Contractor acknowledges and agrees that it is using the Licensed Technology pursuant to the terms and conditions of the Development Agreement with Licensee and that Contractor is a sublicensee of Licensee and only holds rights to use the Licensed Technology as provided in the Development Agreement. Said sublicense is a personal, non-transferable and non-exclusive license to use and execute the Licensed Technology solely in connection with the design and development of the Game to operate on a personal computer, on computers located only at the address noted above. All copies of the Licensed Technology used by Contractor shall include all copyright notices and any other proprietary or confidentiality legends that are contained on the original copy of the Licensed Technology delivered to Contractor.

(b) Contractor may not manufacture, sublicense, market, distribute, or otherwise transfer the Licensed Technology as a stand-alone product, or make, sell, distribute, license sublicense, rent, lease, loan or otherwise transfer copies of the Licensed Technology, or electronically transfer the Licensed Technology to any third party. The Licensed Technology is copyrighted and contains proprietary information and trade secrets of Licensor. Contractor shall use the Licensed Technology in the form furnished to Contractor by Licensor and Contractor may not otherwise decompile, reverse engineer, disassemble, modify, adapt, or translate the Licensed Technology or any part thereof, except that Contractor, with Licensee's prior written consent, may modify, adapt, or translate the Licensed Technology, but only to the extent necessary or incidental to the development of the Game, it being understood that any such modifications, adaptations or translations of the Licensed Technology which may be made by Contractor shall be the property of Licensee and Contractor shall have no right, title or interest therein or thereto. The license granted to Contractor by Licensee does not include any right, title or interest in or to the Licensed Technology, nor to any copyrights, patents, and/or trademarks therein or associated therewith, all of which remain the exclusive property of Licensor. All rights not specifically granted to Contractor by Licensee are reserved to Licensor without restriction. Without limiting the foregoing and for the avoidance of doubt, this Agreement applies to the Game and Add-Ons thereto only, and not to any sequels, conversions or any other production based

Microsoft DirectX 9
Microsoft Windows XP, Microsoft Windows Vista
Video Cards:
- nVidia: GeForce 3 series, GeForce 4Ti series, GeForce FX series, GeForce 6x00 series, GeForce 8x00 series.
- ATI: Radeon 8500 and later, Mobility Radeon 9000 and later.
Python 2.4
Tools require shader model 2.0 cards.

Client and Tools Build Environment

As for Client and Tools runtime environment plus:
Visual Studio 2003, 2005

NOTES

1. All source, including cpp, hpp, ipp, py, build files and all necessary data files in source form.

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TENANT ACCEPTANCE AND ESTOPPEL

For purposes of this Tenant Acceptance and Estoppel the following terms shall be defined as follows:

PROPERTY:	Timonium Two
LEASED PREMISES:	1954 Greenspring Drive Suite 508 Timonium, MD 21093
LESSOR:	MERRITT BAVAR - TD2, LLC
LESSEE:	Big Huge Games, Inc.

LEASE (including all of the following amendments and assignments thereof):

See Exhibit A attached hereto and made a part hereof

LEASE COMMENCEMENT DATE:	12/22/2000
RENT COMMENCEMENT DATE:	12/22/2000
MONTHLY RENT:	$24,804.37

The Lessee does hereby certify to New York Life Insurance Company, a New York mutual insurance company having an office at 51 Madison Avenue, New York, New York 10010 ("Lender"):

1. That the Lease, which includes the amendments and assignments, if any, set forth on Exhibit A, is in full force and effect and, except as set forth on Exhibit A, has not been amended, modified or assigned, and the Lease is the only agreement between the Lessor and the Lessee regarding the Leased Premises;

2. That the Leased Premises have been completed in accordance with the terms of the Lease, that it has accepted possession of the Leased Premises, that it occupies the Leased Premises and that it is conducting business in the premises;

3. That the Lease term began on the Lease Commencement Date; that the Lessee began paying rent on the Rent Commencement Date; that the Lessee pays rent on a current basis; that, except as may be required by the terms of the Lease, no rent has been or will be paid by the Lessee during the term of the Lease for more than one month in advance; that the fixed rent payable under the Lease is the Monthly Rent; and that the Lessee has no claim or basis for an adjustment with respect to the Monthly Rent or any additional rent or other sums payable under the Lease;

4. That the Lease is not subject to any rental concessions or, to Lessee's knowledge, unpaid leasing brokerage commissions;

5. That there exist no defenses, offsets or counterclaims to enforcement of the Lease by the Lessor;

6. That the Lessee, and to the Lessee's knowledge, the Lessor, are not in default under the Lease, and no event has occurred that with the giving of notice, or passage of time, or both, would constitute such a default by the Lessee or, to the Lessee's knowledge, by the Lessor, and the Lessee has not asserted any claim against the Lessor;

7. That all work on the common areas required by the Lease has been completed and all parking spaces required by the Lease have been furnished and/or all parking ratios required by the Lease have been met;

8. That all and any special conditions to be performed or satisfied by the Lessor on or prior to either of the Lease Commencement Date or the Rent Commencement Date or as a condition thereto have been performed and satisfied;

9. That the Lessee is in full compliance with all federal, state and local laws, ordinances, rules and regulations affecting its use of the Leased Premises, including, but not limited to, those laws, ordinances, rules or regulations relating to hazardous or toxic materials. The Lessee has never permitted or suffered, nor does the Lessee have any knowledge of, the generation, manufacture, treatment, use, storage, disposal or discharge of any hazardous, toxic or dangerous waste, substance or material in, on, under or about the Property or the Leased Premises or any adjacent premises or property in violation of any federal, state or local law, ordinance, rule or regulation.

It is understood that the Lender requires this statement from the Lessee as a condition to the making of a loan to be secured by a mortgage on the Property and that the Lender also shall have the benefit of an assignment of the Lease in connection with such loan.

Date: 8/14/03

Lessee: Big Huge Games, Inc.

By: [signature]

Name: Timothy Train

Title: VP Operations & Development

Exhibit A

Big Huge Games, Inc.

Lease Dated 8/14/00
Amendment Dated 8/28/00

THIS SECOND AMENDATORY LEASE AGREEMENT made this 28th day of October, 2005, by and between MERRITT/BAVAR-TD2, LLC, (hereinafter called "Landlord") and BIG HUGE GAMES, INC., (hereinafter called "Tenant").

EXPLANATORY STATEMENT

By lease (hereinafter called the "Lease") dated August 14, 2000 and Amendment dated August 28, 2000, Landlord leased to Tenant, and the latter rented from the former, certain premises within the building known as 1954 Greenspring Drive, Suite 508, Timonium, MD 21093 (11,336 square feet).

The parties desire to amend the Lease as hereinafter set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the mutual covenants and agreement herein contained, the parties hereto hereby covenant and agree as follows:

1. Landlord and Tenant agree to extend Tenant's current lease term for a period of five (5) years, commencing December 1, 2005 and expiring November 30, 2010.
2. Landlord and Tenant agree to expand Tenant's premises to include 1954 Greenspring Drive, Suite 510, Timonium, MD 21093 (6,612 square feet) for a period of five (5) years, commencing December 1, 2005 and expiring November 30, 2010. Tenant's premises shall be known as 1954 Greenspring Drive, Suites 508, Timonium, MD 21093 (17,949 square feet) effective December 1, 2005 (8.85% of the building).
3. Tenant shall be permitted to occupy the expansion premises upon completion, rent free until November 30, 2005.
4. The rental rate schedule for the total square footage (17,949) shall be as follows:

Term:	Annual Rate:	Monthly Rate:	Per Sq. Ft.:
Year 1	$471,161.25	$39,263.44	$26.25

Year 2	$483,007.59	$40,250.63	$26.91
Year 3	$495,033.42	$41,252.79	$27.58
Year 4	$507,418.23	$42,284.85	$28.27
Year 5	$520,162.02	$43,346.84	$28.98

5. Landlord shall provide the expansion premises in accordance with the attached floor plan and specifications.
6. Landlord shall provide the following improvements to Tenant's existing premises (11,336 square feet):
   - Clean carpet.
   - Paint walls.
   - Repair around the fish tank.
   - Provide baseboard in areas where none currently exists.
   - Pergo – recoat floor if possible.
   - Repair hole behind door and provide a new door stop.
   - Prepare and enlarge existing computer room (except for any HVAC changes).
7. Tenant shall reimburse Landlord for the cost of improvements as shown on the attached "Exhibit C", within thirty (30) days of completion of work.
8. Tenant shall have a new base year for operating expenses of 2006 and a new base year for taxes and insurance of 2005/2006 for the total premises.
9. Tenant shall have one (1) five (5) year option to renew the total premises by giving Landlord one hundred eighty (180) days prior written notice of their intention to renew. The rental rate shall be the then current market rate but in no event less than the previous year's rental rate.
10. Subject to other Tenants previous rights, Tenant shall have the right of first offer on space as it becomes available on the 5th floor of the building so long as Tenant has a minimum of two (2) years remaining in their lease term at the then current market rate. In the event Tenant expands within the Building, Tenant shall be provided a three dollar ($3.00) per square foot per remaining

years of the Lease for improvements to the expanded premises, so long as Tenant has at least two (2) years remaining on the Lease.

11. Tenant shall have no further option to extend, renew or terminate the Lease.
12. Tenant and Landlord agree that upon execution of this Amendment, 2nd Amendatory Lease Agreement dated July 28, 2005 shall become null and void.
13. This letter agreement is not legally binding until both parties have executed and delivered signed originals or counterparts hereof.
14. Except as herein provided, the Lease shall remain unchanged and in full force and effect.
15. Time is of the essence for all purposes in this Amendatory Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the within Amendatory Lease Agreement as of the day and year first above written.

WITNESS:

BIG HUGE GAMES, INC. (Tenant)

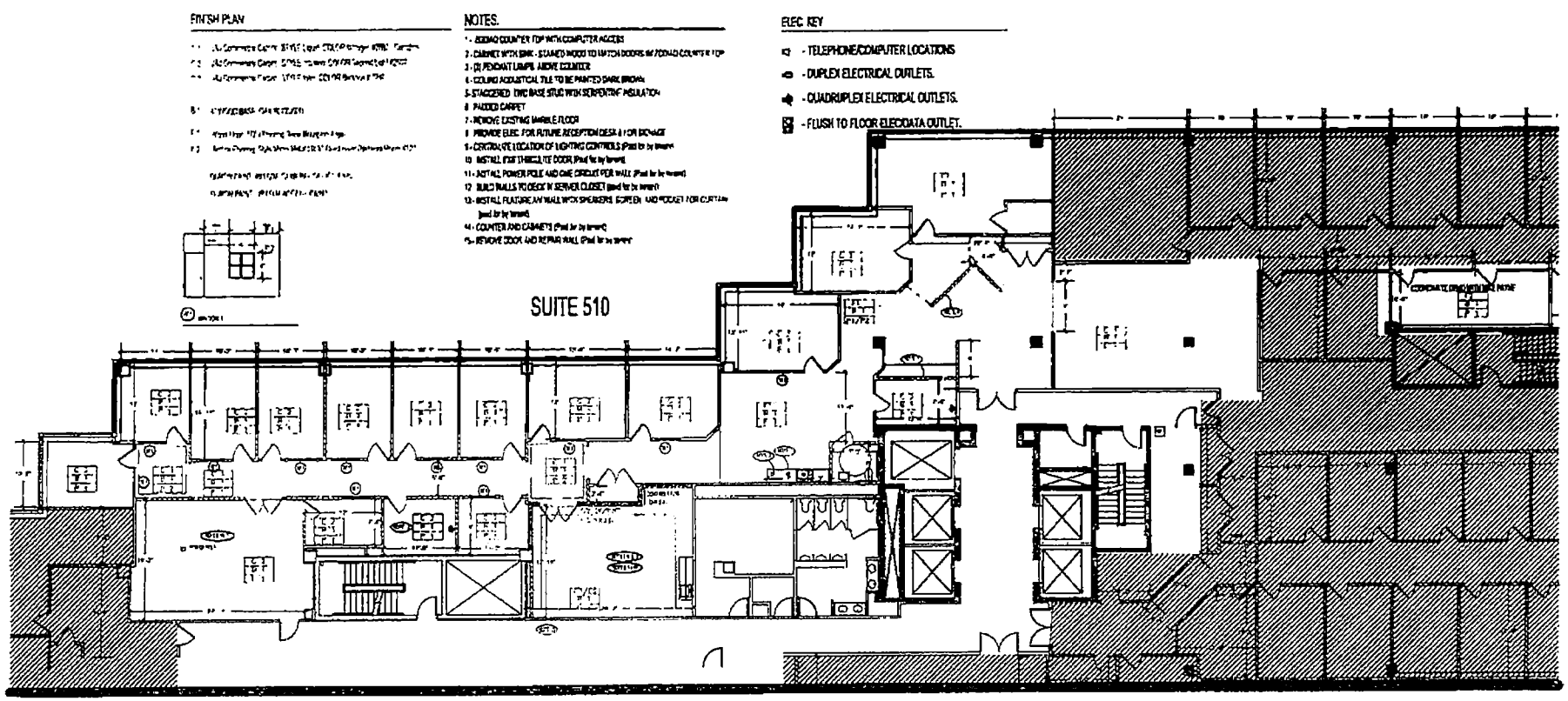
BY: _____ (SEAL)
NAME: Timothy Train (Print)
TITLE: VP, Operations + Development

ATTEST:

MERRITT/BAVAR-TD2, LLC (Landlord)
BY: MERRITT MANAGEMENT CORPORATION
AGENT

BY: _____ (SEAL)
NAME: Scott E. Dorsey (Print)
TITLE: President

BUILDING KEY PLAN



TIMONIUM TWO

1954 GREENSPRING DRIVE
TIMONIUM, MD 21093

PRELIMINARY
BIG HUGE GAMES

DATE: 08.7.03
DRAWN BY: KD
DRAWING #: TD4-508

MERRITT
PROPERTIES, LLC
2066 Lord Baltimore Drive Baltimore, MD 21244
410-298-2600 Fax: 410-298-9644
www.merrittproperties.com

K:\CAD Drawings\TD1-4 Timonium\TD4 Timonium Two (1954)\TD4-508.dwg, 07/15/2005 09:59:27 AM, kathyd

MERRITT
PROPERTIES, LLC

February 17, 2006

Ms. Jennifer Coenen
Big Huge Games, Inc.
1954 Greenspring Drive
Suite 508
Timonium, MD 21093

RE: Commencement of Lease
1954 S-508 Greenspring Drive
Timonium, MD 21093

ACCOUNT # TD4-102137

Dear Ms. Jennifer Coenen:

This letter is written in order to confirm the terms of your lease agreement dated October 28, 2004, by and between MERRITT BAVAR - TD2, LLC and Big Huge Games, Inc.. Please take a moment to review the following li This verification is required by our auditors and insures that we have correct contact information on file.

Occupancy Date: December 1, 2005
Lease Term Commencement Date: December 1, 2005
Lease Term Expiration Date: November 30, 2010
Rent Commencement Date: December 1, 2005

Monthly Minimum Rent for Initial Term:

December 1, 2005 - November 30, 2006	$39,263.44
December 1, 2006 - November 30, 2007	$40,250.63
December 1, 2007 - November 30, 2008	$41,252.79
December 1, 2008 - November 30, 2009	$42,284.85
December 1, 2009 - November 30, 2010	$43,346.84

Please be advised that the above Commencement and Termination Dates supersede any dates that are originally stated in the Lease.

Kindly acknowledge by signing the duplicate copy where indicated and return to my attention in the enclosed envelope as soon as possible. Also, be sure to fill in the section at the bottom of the signature page with the name and phone of the person we can contact after business hours should there be an emergency.

All rental payments are due in our office by the first day of each month. The landlord does not send out monthly invoices. Always reference the above account number on your check. Your check should be made payable and mailed to:

MERRITT BAVAR - TD2, LLC
2066 Lord Baltimore Drive
Baltimore, MD 21244-2501.

2066 Lord Baltimore Drive
Baltimore, Maryland 21244

410 298.2600 f 410 298 9644

www.merrittproperties.com

MERRITT
PROPERTIES, LLC

Big Huge Games, Inc.
February 17, 2006
Page 2

Be sure to send us a Certificate of Insurance showing current coverage as outlined in your lease. Please have your carrier show all coverages on the certificate, including general liability, workers compensation and personal property.
MERRITT BAVAR - TD2, LLC and Merritt Properties, LLC must be named as additional insured.

Thank you for your assistance and welcome to Merritt Properties. Feel free to contact me with any questions or concerns, either by phone 410.298.2600 or e-mail mtruchon@merrittproperties.com.

Sincerely,
MERRITT BAVAR - TD2, LLC
BY: MERRITT MANAGEMENT CORPORATION,AGENT FOR MERRITT BAVAR - TD2, LLC

Meg Truchon

Meg Truchon

AGREED TO AND ACKNOWLEDGED THIS 23 DAY OF February, 2006.

WITNESS: Jennifer Coenen

Big Huge Games, Inc.

_____ (SEAL)

EMERGENCY CONTACT PERSON(S) AFTER BUSINESS HOURS:

NAME (PLEASE PRINT)	(PHONE)
Timothy Train	443.629.0033
Michael Payne	410.935.2675
Jennifer Coenen	410.693.3785

ON-SITE CONTACT PERSON DURING BUSINESS HOURS:

NAME (PLEASE PRINT)	(PHONE)
Jennifer Coenen	410 842.0070

(E-MAIL ADDRESS)	(FAX)
jcoenen@bighugegames.com	410.842.0047

COMMERCIAL LEASE

1. PARTIES

WELLESLEY/ROSEWOOD MAYNARD MILLS LIMITED PARTNERSHIP, a limited partnership established under the laws of the Commonwealth of Massachusetts with an address of Twelve Clock Tower Place, Suite 200, Maynard, MA 01754 ("**Landlord**"), does hereby lease to **GREEN MONSTER GAMES, LLC**, a limited liability company established under the laws of the State of Delaware, with a place of business at Five Clock Tower Place, Suite 140, Maynard, MA 01754 ("**Tenant**"), the Premises (as defined below).

2. PREMISES

A portion of the building consisting of 30,000 contiguous rentable square feet located on the first floor, more particularly known as Suite 140, (the "Premises") of the building known as Five Clock Tower Place, Maynard, Massachusetts, as shown on Exhibit A together with the right to use in common, with others entitled thereto, all common areas of the Building, including but not limited to the hallways, stairways and elevators, necessary for access to the Premises, and lavatories nearest thereto, if any. Except as set forth herein, the Premises are to be delivered in the same condition they are in on the date of this Lease.

The building of which the Premises is a part are collectively referred to herein as the "Building" and the land on which the Building is located is referred to as the "Land". The Land and the Building are collectively referred to as the "Property". The buildings and improvements now or hereafter located or used in connection with the Property, including the Building, currently consisting of approximately 1,084,484 rentable square feet is referred to as the "Project".

The gross building method shall be used to determine the actual rentable square feet of the Premises, by measuring to the outside walls and utilizing a rentable factor of 19.5%. The square footage of the Premises shall be deemed to be 30,000 SF.

3. TERM

The term of this Lease shall be for six (6) years and six (6) months (the "Term") commencing on December 1, 2006 (the "Term Commencement Date") and terminating at 11:59 p.m. on May 31, 2013 (the "Term Expiration Date"). Tenant acknowledges that in order for Landlord to deliver the Premises with carpet installed on the Term Commencement Date, Tenant must submit its carpet selection in accordance with Section 12 of this Lease to Landlord on or before October 21, 2006 (the "Selection Date") and such selection shall not require a special order. Tenant shall commence rental payments on the Term Commencement Date, unless Landlord is unable to deliver the Premises with carpet installed on the Term Commencement Date even though Tenant submitted its selection on or before the Selection Date and said selection required no special order, in which case rental payments shall commence on the date Landlord is able to deliver the Premises with carpet installed and painting completed, and Landlord shall provide written notice to Tenant of the date rent shall commence.

4. RENT

Tenant shall pay, without any offset or reduction, rent to Landlord at the rate of:

Year	Per Square Foot	Based Upon Sq. Foot	Monthly	Yearly
Year One	$15.00	15,000	$18,750.00	$225,000
Year Two	$15.50	22,500	$29,062.50	$348,750
Year Three	$16.00	25,000	$33,333.33	$400,000
Year Four	$16.25	30,000	$40,625.00	$487,500
Year Five	$16.50	30,000	$41,250.00	$495,000
Year Six	$17.00	30,000	$42,500.00	$510,000
Year Seven (6 Mo.)	$17.00	30,000	$42,500.00	$255,000

Tenant shall pay the first month's rent upon execution of this Lease. All payments hereunder (including rent and additional rent) shall be payable on or before the first day of each calendar month. There will be a five percent (5%) per month late charge for payments made after the first of the month. Failure to pay the late charge is a default under the terms of this Lease. Tenant acknowledges and waives any/all rights to offset or reduce payments due under this Lease.

5. SECURITY DEPOSIT

Tenant shall pay a security deposit in the amount of $120,000 (the "Security Deposit") to Landlord's counsel, Mirick O'Connell, DeMallie & Lougee, LLP ("MODL"), upon execution of this Lease, to be held as security for Tenant's performance of its obligations hereunder. The Security Deposit shall be held in escrow by MODL pending the earlier to occur of: (i) the execution of a termination agreement with the existing tenant, America Online ("AOL"), or (ii) November 16, 2006, the day following the term expiration date pursuant to the existing lease between Landlord and AOL, at which time MODL shall transfer the Security Deposit to Landlord, and MODL shall have no further obligations under this Lease. Landlord and Tenant agree (i) to defend, indemnify and hold MODL harmless from any loss, cost or damage incurred by MODL in connection with the performance of its duties under this Lease, and (ii) that if a dispute arises regarding the Security Deposit or this Lease, MODL shall not be precluded from representing Landlord with respect to the dispute.

Landlord may adjust the Security Deposit from time to time after reviewing Tenant's financial statements, which Tenant shall provide to Landlord upon request, however in no event shall Landlord increase the amount of the Security Deposit to more than $120,000. Upon the occurrence of a default under this Lease by Tenant, Landlord may, in its sole discretion, apply the Security Deposit to cure such default and Tenant shall restore the Security Deposit to the sum of $120,000. Upon a transfer of the Property, and provided that Landlord has transferred the Security Deposit to the transferee of the Property, Tenant agrees to look solely to such transferee for the return of the Security Deposit.

Tenant may request a return of a portion of the Security Deposit from Landlord only after the end of the fourth year. Any return of any portion of the Security Deposit shall be subject to review by Landlord of Tenant's financial statements in the form required by Section R of the Rider to this Lease at that time. If Tenant requests the return of any portion of the Security Deposit from Landlord, Landlord may return a portion of the same to Tenant within sixty (60) days of Landlord's receipt of such request, provided that Tenant's financial statements indicate that Tenant has sufficient financial resources to pay all obligations due for the balance of the Term of this Lease.

6. TAXES AND OPERATING EXPENSES

Tenant shall pay to Landlord in advance on the first day of each month, commencing on January 1, 2008, as additional rent, the Tenant's Share (as defined below) of (i) the Taxes (as defined below) in excess of the Taxes for the Base Year (as defined below) and (ii) Operating Expenses (as defined below) in excess of the Operating Expenses for the Base Year.

At least sixty (60) days prior to January 1, 2008 and each January 1st during the term of this Lease thereafter, Landlord shall submit to Tenant Landlord's good faith, detailed and itemized estimate of Operating Expenses and Taxes for the upcoming calendar year and Tenant's Share thereof (hereinafter "Estimated Operating Expenses and Taxes" and "Tenant's Estimated Proportionate Share"), and, commencing on the applicable January 1st, Tenant shall pay to Landlord, with each monthly installment of base rent, an amount equal to one-twelfth (1/12) of Tenant's Estimated Proportionate Share of Estimated Operating Expenses and Taxes for such calendar year.

Commencing March 31, 2009, and on or before March 31 of each calendar year during the term of this Lease thereafter, Landlord shall furnish Tenant with a written, detailed and itemized statement certified to Tenant by an officer of Landlord setting forth the total actual amount of Operating Expenses and Taxes and Tenant's Share of Operating Expenses and Taxes for the preceding calendar year. If any such statement shall show an overpayment or underpayment of Tenant's Share of Operating Expenses and Taxes for the preceding calendar year, then (i) any overpayment shall, at Landlord's election, be refunded to Tenant within sixty (60) days after such statement is received by Tenant or credited against payments of Rent due from Tenant under this Lease; or (ii) any underpayment shall be paid to Landlord on the first day of the calendar month at least thirty (30) days from the date such statement is received by Tenant.

Tenant shall have the right to audit, inspect, and copy the books and records of Landlord with respect to any costs or items which are passed through to Tenant upon twenty (20) days' advance written notice by Tenant to Landlord. Landlord shall cooperate with Tenant in providing Tenant reasonable access to its books and records during normal business hours for this purpose. If the audit indicates an overpayment by Tenant, then Tenant shall be entitled to receive a refund from Landlord within sixty (60) days after Landlord's receipt of such audit, or credit against payments of rent due from Tenant under this Lease, unless the Term of this Lease has expired, in which case Landlord shall refund any monies owed to Tenant within sixty (60) days after the Term Expiration Date. If the audit indicates an underpayment by Tenant, Tenant shall be required to pay any underpayment to Landlord on the first day of the calendar month at least

thirty (30) days from the date such audit is received by Tenant. Notwithstanding anything contained herein to the contrary, in the event Tenant elects to audit Landlord's books and records, Tenant shall be required to engage the services of an independent certified public accountant on a non-contingency basis to perform such audit. Tenant shall be entitled to exercise its audit rights within sixty (60) days of Tenant's receipt of Landlord's statement of Operating Expenses and Taxes for the preceding year. If Landlord has not received written notice from Tenant of its intention to conduct an audit within the sixty (60) day period, Tenant shall be deemed to have accepted the statement as presented and shall have no further right to inspect the books or records from such year.

"Taxes" shall mean all real estate taxes, personal property taxes, assessments, water and sewer charges and all municipal charges levied or assessed or imposed on the Project.

"Base Year" shall mean calendar year 2007.

"Operating Expenses" shall mean all expenses, costs and disbursements of every kind and nature which Landlord shall pay in connection with the Project, including without limitation, (i) insurance premiums paid in connection with the Project; (ii) all utility charges for the Project not directly billed to the Tenant or other tenants; (iii) compensation and benefits for Landlord's employees and agents at or below the level of Building manager engaged in the operation and maintenance of the Project; (iv) compensation and benefits for those independent contractors hired by Landlord on a short-term basis for management of the Project; (v) worker's compensation costs and payroll taxes for said employees and agents at or below the level of Building manager to be prorated when employee is not full time at the Project; (vi) payments to independent contractors for maintenance, repairs, cleaning, management and maintenance of the Project including utility systems; and (vii) generally all reasonable expenses incurred by Landlord in connection with its operation of the Project, including without limitation, capital improvements, capital repairs, capital replacements, capital equipment, and capital tools, which shall be amortized over the useful life of such item and which shall only be included if intended to result in a savings in any of the Operating Expenses.

Operating Expenses shall not include any of the following: (a) management, supervisory, overhead or administrative salaries, wages, fees or charges of any kind (except a management fee not to exceed six percent (6%) of the total revenue for the Project including all reimbursements for any calendar year); and (b) any interest or payments on any mortgages or deeds of trust or rental on any ground or underlying lease, and penalties and charges incurred as a result of Landlord's late payment under such mortgages, deeds of trust or ground leases.

"Tenant's Share" shall mean 2.77%. Landlord may from time to time, in Landlord's sole discretion, adjust Tenant's share to reflect the ratio of the actual rentable square feet of the Premises to the actual rentable square feet of the Project, but in no event shall Tenant's Share exceed 3.00% unless Tenant leases additional space at the Project, in which case this cap shall no longer be of force or effect.

THIS LEASE IS A NET LEASE AND LANDLORD SHALL NOT BE OBLIGATED TO PAY ANY CHARGE OR BEAR ANY EXPENSE WHATSOEVER AGAINST OR WITH RESPECT TO THE PREMISES EXCEPT TO THE EXTENT SPECIFICALLY SET FORTH

HEREIN NOR SHALL RENT PAYABLE HEREUNDER BE SUBJECT TO ANY REDUCTION OR OFFSET WHATSOEVER ON ACCOUNT OF SUCH CHARGE. IN ORDER THAT THE RENT SHALL BE ABSOLUTELY NET TO LANDLORD, TENANT COVENANTS AND AGREES TO PAY AS ADDITIONAL RENT TENANT'S SHARE OF TAXES, BETTERMENT ASSESSMENTS, INSURANCE COSTS, OPERATING EXPENSES AND UTILITY CHARGES WITH RESPECT TO THE PREMISES AS PROVIDED HEREIN.

7. UTILITIES

The Tenant shall pay all bills for utilities furnished to the Premises, including, without limitation, electricity, telephone and other services and excluding only heat and air conditioning. Landlord shall not be liable for any interruption in utilities or services serving the Premises.

If Landlord elects not to submeter or check meter the Premises, Tenant will be billed monthly for its electrical energy use at a rate of $1.50 per rentable square foot per year (the "Utility Charge") to be paid as additional rent. Landlord shall have the right to adjust the Utility Charge from time to time as and to the extent such charges are adjusted by the utility company.

Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the Term Commencement Date which shall include (a) hot and cold water for drinking, lavatory, toilet and sanitary sewer purposes drawn through fixtures installed by Landlord, (b) central heat and air conditioning sufficient for the comfortable occupancy of the Premises during "Normal Business Hours" for the Building (which are 7:30 a.m. to 7:30 p.m., Monday through Friday, and 9:00 am to 1:00 pm on Saturday, exclusive of normal business holidays) and (c) facilities to provide electricity for routine lighting and the operation of general office equipment. In the event Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be Tenant's sole obligation, provided that such installation shall be subject to the prior written consent of Landlord, which consent shall not be unreasonably withheld.

The Premises are separately metered.

8. USES OF LEASED PREMISES

Tenant shall use the Premises only for office use and the research and development of online computer games provided that such uses must comply with the Zoning Bylaw of the Town of Maynard and all other applicable Federal, State and Municipal laws. Tenant's use shall comply with Landlord's rules and regulations attached as Exhibit D to this Lease, as adopted from time to time.

9. COMPLIANCE WITH LAWS

Tenant acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, unreasonably noisy or offensive, or in violation of any law or any municipal bylaw in force in the Town of Maynard. Said non-compliance shall be considered a breach of this Lease.

10. FIRE INSURANCE

Tenant shall not permit any use of the Premises which will make void any insurance on the Project or on the contents of the Project or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. Tenant shall within thirty (30) days of Landlord's demand reimburse Landlord for all extra insurance premiums resulting from Tenant's use of the Premises.

11. MAINTENANCE

A. TENANT'S OBLIGATION

Tenant agrees to maintain the interior, non-structural elements of the Premises in good condition, damage by fire and other casualty and reasonable wear and tear excepted, and whenever necessary, to replace plate glass, acknowledging that the Premises are now in good order and the plate glass whole. Tenant shall not permit the Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste. Except as otherwise permitted in this Lease, Tenant shall not install any signs at the Premises.

B. LANDLORD'S OBLIGATION

Landlord agrees to maintain, repair and replace, consistent with the way the Project is being managed as of the Term Commencement Date, the structural portions of the Building, including but not limited to the roof, foundation, exterior and interior walls and all electrical, plumbing, mechanical and heating, air conditioning and ventilation systems located in and/or serving the Building (including the Premises), reasonable wear and tear, damage by fire or other casualty and damage caused by Tenant or by such party for whose conduct the Tenant is legally responsible, excepted. Landlord shall maintain the grounds and landscaping in good order, shall remove the snow from the parking areas, driveways and entrances, and sand and/or salt the parking areas and driveways.

12. ALTERATIONS & ADDITIONS

Tenant shall not make structural alterations or additions to the Premises without Landlord's prior written consent which consent may be withheld by Landlord in its sole discretion, and such alterations or additions must be performed by Landlord's general contractor. All such allowed alterations shall be at Tenant's sole cost and expense and shall be in quality at least equal to or better than the present construction. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith without cost to Landlord. Any alterations or additions made to the Premises shall become the property of Landlord at the termination of occupancy as provided herein, unless Landlord shall require the removal of such alteration or addition by notice to Tenant at the time such alteration or addition is completed. If Landlord shall require the removal of any alterations or additions by Tenant, Tenant shall restore the Premises to its original condition at Tenant's expense. **The Premises shall be delivered in as is condition, with the**

exception that Landlord shall perform the following work: (i) Landlord shall paint the walls in an off white color using Landlord's standard spec paint and primer; and (ii) Landlord shall remove the old carpet and install new carpet selected from the Landlord's standard selection book. Tenant acknowledges receipt of said specs and carpet samples in advance of executing this Lease and further acknowledges its satisfaction with the same by executing this Lease.

13. ASSIGNMENT & SUBLETTING

Tenant shall not assign or sublet the whole or any part of the Premises to any tenant within the Project, without Landlord's prior written consent, which may be withheld or delayed by Landlord in its sole discretion. Tenant shall not assign or sublet the whole or any part of the Premises without Landlord's prior written consent, which will not be unreasonably withheld by Landlord. Landlord shall have the right, at a minimum, to review financial statements, identity, and business of any prospective subtenant or assignee before making a decision to grant consent.

Landlord shall never be deemed unreasonable in denying its consent to an assignment of this Lease or a subletting of all or any portion of the Premises under the following circumstances:

(i) Landlord, after reviewing the proposed subtenant or assignee's financial statements, shall determine in its sole discretion that the net worth or financial capability of such proposed subtenant or assignee is less than the net worth or financial capability of Tenant, and such proposed subtenant or assignee is unable to demonstrate its ability to pay all of Tenant's obligations due for the balance of the Term of this Lease;

(ii) if such assignment or subletting would require the Premises to be used for a use that is dissimilar to Tenant's use, or would result in a use conflict with an exclusive granted to another tenant at the Project;

(iii) if there is a vacancy at the Project, if the terms and conditions of the proposed sublease or assignment are less favorable than those terms and conditions on which Landlord is then offering to lease such vacant space for a comparable term; or

(iv) if Tenant is in default (beyond any applicable notice and cure period) of its obligations under this Lease.

For the purposes of this Lease, any transfer of an interest in Tenant shall be deemed an assignment of this Lease. Notwithstanding the foregoing, Tenant shall be permitted, to engage in transactions with any entity into or with which Tenant is merged or consolidated or to which substantially all of Tenant's assets are transferred, or to any entity which controls or is controlled by Tenant or is under common control with Tenant, without Landlord's prior written consent and Tenant may assign this Lease provided that in any event: (i) Tenant's successor has a net worth, in Landlord's reasonable discretion, at least equal to the average net worth of Tenant as evidenced in the financial statements submitted by Tenant during the Term of this Lease, (ii) the proposed assignee has delivered satisfactory proof of its net worth to Landlord at least ten (10) days prior to the effective date of any such transaction, (iii) the proposed assignee's balance sheet reflects that the assignee has cash and/or cash equivalents sufficient to pay rent and additional rent based on 30,000 square feet at the current rental rate per square foot for the lesser

of (a) the eighteen (18) month period following the merger, or (b) rent based on 30,000 square feet for the balance of the Term; and (iv) the proposed assignee agrees directly with Landlord, by written assignment and assumption agreement in form satisfactory to Landlord, to be bound by all of Tenant's obligations under this Lease, including without limitation, the covenant against further assignment or subletting. If within thirty (30) days after the assignment, Landlord determines that any of the aforesaid conditions were not met, Landlord may, in Landlord's sole and absolute discretion, request additional security from the assignee in whatever form Landlord deems appropriate under the circumstances in an amount not to exceed the lesser of (a) six (6) months rent based on 30,000 square feet or (b) the balance of the Term, or may terminate this Lease and neither Tenant nor the assignee shall have any further rights or obligations under this Lease. If Landlord requests additional security and the assignee refuses or fails to pay the same within thirty (30) days of receipt of said request, Landlord may choose to accept the assignment without the additional security or may terminate this Lease upon thirty (30) days notice to the assignee. Landlord shall provide written notice of its election to the assignee addressed to the Premises. Upon a termination of this Lease by Landlord, neither Tenant nor the assignee shall have any further rights or obligations under this Lease.

Any beneficial owner of the beneficial interest of Tenant shall also be permitted to transfer up to 50% of the beneficial interest of Tenant, provided that (i) Curt Schilling directly or indirectly retains no less than 50% of the beneficial interest of Tenant, (ii) Tenant notifies Landlord in writing of the new beneficial interest holder immediately after such transfer, and (iii) an officer or director of the Manager of Tenant certifies to Landlord the ownership of the beneficial interest of Tenant.

Notwithstanding such consent, Tenant shall remain liable to Landlord for the payment of all rent and for the full performance of the covenants and conditions of this Lease. If Tenant requests Landlord's consent to assign this Lease or sublet all or any portion of the Premises, Landlord shall have the option, exercisable by written notice to Tenant given within ten (10) days after receipt of such request, to terminate this Lease as of the date specified in such notice, provided, however, Tenant may, within five (5) days after receiving Landlord's termination notice, rescind its request to sublease the Premises or assign this Lease and thereafter this Lease shall continue in full force and effect, provided that Tenant is not in default of its obligations under this Lease.

At the time of Tenant's written request to assign or sublet this Lease or the Premises, Tenant shall furnish to Landlord copies of Tenant's financial statements and copies of the proposed subtenant or assignee's financial statements in the same form as required by Section R of the Rider to this Lease.

If Landlord approves a sublease and said sublease is for a total rental amount which on an annual basis is greater than the base rent and Additional Rent due from the Tenant to the Landlord under this lease, Tenant shall pay to the Landlord, forthwith upon Tenants' receipt of each installment of such excess base rent and Additional Rent, during the term of any approved sublease, as Additional Rent hereunder, in addition to the base rent and Additional Rent and other payments due under this Lease, an amount equal to one hundred percent (100%) of the positive excess between all base rent and Additional Rent received by Tenant, less reasonable transaction costs, which shall include legal fees and brokerage commissions, under the sublease and the aggregate of base rent and Additional Rent due hereunder.

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If Tenant assigns or sublets this Lease or all or any part of the Premises or requests the consent of Landlord to the same, Tenant shall pay to Landlord all of Landlord's reasonable attorneys' fees and costs related thereto.

14. SUBORDINATION

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now existing or at any time hereafter arising, a lien or liens on the property of which the Premises are a part. Tenant shall, when requested, promptly execute and deliver such written instruments in the lender's form as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Tenant's failure to execute and return documents to Landlord within five (5) business days of receipt by Tenant or Tenant's agent shall be deemed a breach of this Lease. Landlord shall use commercially reasonable efforts to provide Tenant with a Subordination, Non-Disturbance and Attornment agreement from its current mortgagee on such mortgagee's standard form. Landlord's written request to mortgagee on no more than two (2) occasions shall constitute sufficient efforts under this Section. In consideration of Landlord's efforts to provide such agreement, Tenant agrees to pay all of Landlord's reasonable attorneys' fees and reasonable costs related thereto.

15. LANDLORD'S ACCESS

Landlord or agents of Landlord may show the Premises to others during normal business hours without advance notice, and at any time before the expiration of the Term for the purpose related to the sale or refinancing of the Premises, excluding emergencies in which case Landlord may enter the Premises without any notice. Landlord may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations.

Landlord may show the Premises to prospective tenants during the last nine (9) months of the Term. Tenant shall provide Landlord or its agents alarm codes.

16. INDEMNIFICATION AND LIABILITY

A. Tenant agrees to defend (with counsel selected by Landlord), indemnify and save harmless the Landlord, the Landlord's managing agent and any holder of a mortgage on all or any portion of the Premises from (i) any claim, suit or judgment arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person due to the negligence or willful misconduct of Tenant, or the Tenant's contractors, licensees, agents, servants, or employees, or (ii) any violation of applicable law including, without limitation, any law, regulation or ordinance concerning trash, hazardous materials, or other pollutant occurring from and after the date that possession of the Premises is delivered to the Tenant and until the end of the Term hereof in or about the Premises, or (iii) any accident, injury or damage occurring outside the Premises where such accident, damage or violation of applicable law results in injury due to the negligence or willful misconduct on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall survive termination of this Lease and include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Tenant agrees that

Tenant's insurance shall be the primary insurance policy and that said policy shall be exhausted in its totality before Landlord seeks its own rights to recover under any additional policy.

B. Landlord agrees to indemnify and hold Tenant harmless from any negligent act or omission or willful misconduct, subject to the limitations set forth in C. below, of Landlord or any officer, agent, contractor or employee of Landlord, in connection with the management, use, or occupancy of the Building. Tenant agrees to pursue all of its rights under Landlord's insurance policy before seeking indemnification from Landlord. Tenant agrees that Landlord's indemnity shall apply only to the extent Tenant does not recover for such costs, expenses and liabilities under any such policy and that Tenant shall only seek recovery against Landlord's equity interest in the Project.

C. Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying any adjoining space or any part of the Building, or for any loss or damage resulting to Tenant or to those claiming by, through or under Tenant, or its or their property, from the bursting, stopping or leaking of water, gas, sprinklers, sewer or steam pipes, unless such damage is caused by the sole gross negligence of Landlord.

17. TENANT'S INSURANCE

Tenant shall maintain with respect to the Premises and the Project, commercial general liability insurance in the amount of three million dollars ($3,000,000) with property damage insurance in limits of one million dollars ($1,000,000) in responsible companies qualified to do business in Massachusetts and in good standing therein insuring Tenant against injury to persons or damage to property as provided. Landlord shall be designated as an additional insured on any such policy. Tenant shall deposit with the Landlord certificates of such insurance at or prior to the Term Commencement Date and thereafter within twenty (20) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be altered or canceled without at least thirty (30) days prior written notice to Landlord.

Tenant shall maintain all risk property and casualty insurance, including theft coverage, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) and all leasehold improvements installed in the Premises by or on behalf of Tenant.

Landlord shall, in connection with its ownership and operation of the Building, at all times throughout the Term hereof, maintain in effect policies of insurance providing protection against the following liabilities and/or risks: (a) Commercial general liability insurance, containing a contractual liability endorsement, in an amount not less than Two Million Dollars ($2,000,000.00) combined single limit for bodily injury and property damage, with excess liability coverage of not less than Five Million Dollars ($5,000,000.00); and (b) Fire and extended coverage insurance (including coverage for common area sprinkler damage, vandalism, malicious mischief, together with boiler and machinery coverage) on the Building and the Premises, including Landlord's personal property contained therein.

If available, all insurance policies carried by either party covering the Building and/or the Premises will contain a clause or endorsement expressly waiving any right on the part of insurer to make any claim against the other party. The parties agree to use reasonable efforts to ensure that their policies will include such waiver clause or endorsement. Tenant waives all claims, causes of action and rights of recovery against Landlord for any loss or damage to persons, property or business which occurs on or about the Premises or the Building or the Project and results from any of the perils insured under any policy of insurance maintained by Tenant regardless of cause. This waiver includes the negligence and intentional wrongdoing of Landlord, its agents, officers and employees, but is effective only to the extent of recovery, if any, under such policy. This waiver will be void to the extent that any such insurance is invalidated by reason of this waiver.

18. FIRE, CASUALTY, EMINENT DOMAIN

Should a substantial portion of the Premises or of the Project be substantially damaged by fire or other casualty, or be taken by eminent domain, Landlord may elect to terminate this Lease when such fire, casualty or taking renders the Premises substantially unsuitable for their intended use. Tenant may elect to terminate this lease if:

(a) Landlord fails to deliver written notice within ninety (90) days of its intention to restore Premises, or

(b) Landlord fails to restore the Premises to a condition substantially suitable for their intended use within one hundred eighty (180) days of (i) receipt of insurance proceeds in the case of fire or casualty or (ii) receipt of the award in the case of a taking.

Landlord reserves, and Tenant grants to Landlord, all rights which the Tenant may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment.

19. DEFAULT & BANKRUPTCY

In the event that:

(a) Tenant shall vacate the Premises or fail to continuously occupy the Premises for a period of no less than twenty-five (25) consecutive days, subject to the right to notice and cure contained in (c) below; or

(b) Tenant shall default in the payment of any installment of rent or other sum herein specified and such default continues for a period of five (5) days after receipt of written notice from Landlord (provided Landlord shall have no obligation to deliver such notice more than one time in any twelve month period); or

(c) Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder, such default not having been cured within twenty (20) days of receiving written notice of such default; or such longer period as is reasonably required to correct any such default, provided Tenant promptly commences and diligently continues to effectuate a cure but in any event within sixty (60) days; or

(d) Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors, provided,

then Landlord shall have the right to proceed with summary process to remove Tenant from the Premises. In the event of default by Tenant, Tenant shall pay to Landlord all costs and expenses incurred in enforcing the terms of this Lease, including reasonable attorneys' fees, whether or not legal proceedings are instituted. Tenant shall indemnify the Landlord against all loss of rent and other payments, which the Landlord may incur by reason of such termination during the balance of the Term of this Lease.

If Tenant shall default (after notice and applicable cure period) in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed hereunder or by virtue of any of the provisions in any article of this Lease other than Tenant's rental payment obligations, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Tenant. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of one and one-half (1.5%) percent per month and costs, shall be paid to the Landlord by the Tenant as additional rent upon notice from Landlord to Tenant of such costs and expenses.

Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be in default in the performance of any of Landlord's obligations under this Lease unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is required to correct any such default, after receipt of written notice from Tenant to Landlord specifying wherein Landlord has failed to perform any such obligation. If Tenant claims or asserts that Landlord is in default in the performance of Landlord's obligations under this Lease, then Tenant shall not be relieved of Tenant's obligations under this Lease and Tenant's sole remedy shall be an action for specific performance, declaratory judgment or injunction. In no event shall Tenant be entitled to any money damages or to claim or assert any claim for money damages, except that Tenant may bring a claim or action against Landlord for money damages if Landlord fails to pay Tenant in a timely manner those payments to which Tenant is entitled as follows: (i) the return of the Security Deposit in accordance with Section 5 of this Lease, (ii) the refund or credit of any overpayments in accordance with Section 6 of this Lease, or (iii) the reimbursement or credit of relocation expenses as provided in Section O of the Rider to this Lease. In no event shall Tenant claim or assert any claim for money damages by way of setoff, defense or counterclaim, except as aforesaid. Tenant hereby specifically waives the right to any money damages, except as aforesaid, to terminate this Lease or any other remedies available in law or in equity.

20. SURRENDER

Tenant shall, at the expiration or other termination of this Lease, remove all Tenant's goods and effects from the Premises (including without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by Tenant, either inside or outside the Premises). Tenant shall deliver to Landlord the Premises and all keys, locks thereto, alarm codes

and all alterations and additions made to or upon the Premises, in good condition, damage by fire or other casualty and reasonable wear and tear excepted. In the event of the Tenant's failure to remove any of Tenant's property, from the Premises, including those alterations or additions under Section 12 requiring removal, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under the Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

21. GOVERNING LAW, ETC.

This Lease shall be governed by and construed under the laws of the Commonwealth of Massachusetts and shall take effect as a sealed instrument. All terms, covenants and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No alterations, amendments or waivers hereunder shall be valid or enforceable absent a written instrument signed by all parties hereto. No waiver of any provision hereunder on one occasion shall be deemed to be a waiver on future occasions. The parties hereto agree that this Lease contains the entire agreement between the parties and that it supersedes all prior agreements and negotiations. Tenant has not relied upon any representation not contained within this Lease and acknowledges that neither Landlord nor its agents have made any warranties or representations of any kind or nature other than those expressly set forth herein. This Lease shall not be binding unless and until it is executed by Landlord and Tenant.

22. NON- INTERFERENCE

Tenant hereby acknowledges that after the execution date hereunder, Landlord or its affiliates may, from time to time, in connection with any space or parcel(s) (including without limitation any space or parcel(s) which abut the Premises), seek to obtain various approvals, variances, permits, authorizations and/or special permits and the like from the local municipality and the Commonwealth of Massachusetts. Tenant hereby agrees to cooperate with Landlord, as reasonably requested and at no cost to Tenant, in all such efforts and agrees not to oppose or interfere with Landlord, its affiliates, agents, designees, appointees or assigns, in Landlord's attempts to obtain any such approvals, variances, permits, authorizations and/or special permits and the like, provided in all cases that such approvals, variances, permits, authorizations and/or special permits and the like in no way interfere with or prohibit Tenant's use of the Premises. Tenant's obligations under this Section shall be binding on Tenant's officers, directors, shareholders and employees.

23. BROKERAGE

Tenant and Landlord represent and warrant that they have dealt with no brokers in this transaction other than Casler & Company and CB Richard Ellis, Inc. Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and each of the parties agrees to indemnify the other against, hold it harmless from all liabilities arising from any such claim including without limitation, the cost of counsel fees in connection therewith. Landlord shall pay a brokerage commission to Casler & Company and CB Richard Ellis, Inc.

24. CONTINGENCY

THIS LEASE IS CONTINGENT UPON THE EARLIER TO OCCUR OF (I) THE EXECUTION OF A TERMINATION AGREEMENT BETWEEN THE LANDLORD AND THE EXISTING TENANT, AOL OR THE (II) TERM EXPIRATION DATE OF THE EXISTING LEASE WITH AOL. IN THE EVENT LANDLORD IS UNABLE TO ENTER INTO A TERMINATION AGREEMENT WITH AOL BEFORE OCTOBER 31, 2006, THEN LANDLORD SHALL PROVIDE WRITTEN NOTICE TO TENANT AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL TERMINATE, IN WHICH CASE THE SECURITY DEPOSIT SHALL BE RETURNED TO TENANT.

25. LENDER'S CONSENT

THIS LEASE IS CONTINGENT ON LANDLORD'S OBTAINING LANDLORD'S LENDER'S CONSENT TO THE SAME WITHIN TEN (10) DAYS OF TENANT'S EXECUTION OF THIS LEASE. AT THE EXPIRATION OF SAID TEN (10) DAY PERIOD, IF LANDLORD'S LENDER HAS NOT CONSENTED TO THIS LEASE, THEN LANDLORD SHALL NOTIFY TENANT IN WRITING THAT THE LEASE HAS TERMINATED AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL TERMINATE, IN WHICH CASE THE SECURITY DEPOSIT SHALL BE RETURNED TO TENANT.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 13 day of October, 2006.

GREEN MONSTER GAMES, LLC

By: Green Monster Games Manager, LLC

By: _____
Name: Curt Schilling
Title: President and Treasurer

WELLESLEY/ROSEWOOD MAYNARD MILLS LIMITED PARTNERSHIP

By: Wellesley Mills Corporation, Its General Partner

By: _____
Name: MAURICIO SILVA.
Title: DIRECTOR OF ASSETT MANAGEMENT
WELLESLEY ADVISORS LLC
DULY AUTHORIZED REPRESENTATIVE FOR
WELLESLEY MILLS CORPORATION.

AS TO SECTION 5 OF THIS LEASE ONLY

Mirick, O'Connell, DeMallie & Lougee, LLP

By: _____
Peter J. Dawson, Partner

RIDER

TO LEASE DATED OCTOBER 13, 2006

TENANT: GREEN MONSTER GAMES, LLC

LANDLORD: WELLESLEY/ROSEWOOD MAYNARD MILLS LIMITED PARTNERSHIP

A. Rental Payments. Intentionally Deleted.

B. Early Access. Provided Landlord has received a fully executed copy of this Lease, Tenant shall have the right to request access to the Premises prior to the Term Commencement Date, however Landlord cannot guarantee such access until the termination of the existing lease with AMERICA ONLINE and such access to certain areas of the Premises may be restricted based on the painting and carpeting of the Premises. Tenant shall provide the insurance required by this Lease and shall not interfere with existing use of the Premises and Landlord's work at the Premises, if any. Tenant's access shall be at Tenant's sole risk.

C. Indemnification. Intentionally Deleted.

D. No Joint Venture. Nothing contained in this Lease will be construed as creating a joint venture or partnership of or between Tenant and Landlord as to create any other relationship between the parties other than as Tenant and Landlord and Tenant hereby indemnifies and agrees to hold harmless Landlord from any and all damages resulting from such a construction of the relationship of the parties hereto.

E. Notices. Any notice or other communication in connection with this Lease shall be in writing and addressed as follows:

To Landlord:

WELLESLEY/ROSEWOOD MAYNARD
MILLS LIMITED PARTNERSHIP
c/o Wellesley Management Corporation
12 Clock Tower Place
Suite 200
Maynard, MA 01754
Attn: Sergio Brosio, Treasurer