



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's 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.

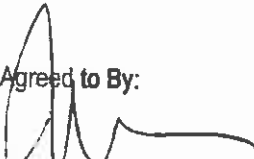
If the foregoing accurately reflects your understanding of our agreement, please sign the enclosed copy of this letter where indicated and return it.

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**