OPEN GAMES, LLC
Limited Liability Company Operating Agreement
Organized Under the Laws of Delaware

THE INTERESTS DESCRIBED AND REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("'33 Act") OR ANY APPLICABLE STATE SECURITIES LAWS AND ARE RESTRICTED SECURITIES AS THAT TERM IS DEFINED IN RULE 144 UNDER THE '33 ACT. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR QUALIFICATION UNDER THE ACT AND APPLICABLE STATE ACTS OR PURSUANT TO EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE ACTS, THE AVAILABILITY OF WHICH IS TO BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY.

This Limited Liability Company Operating Agreement (this "Agreement") evidences the mutual agreement of the Members (as hereinafter defined) in consideration of their contributions and promises each to the others, to conduct business as a limited liability company pursuant to the Delaware Limited Liability Company Act, Del. Code Ann. Title 6, §§ 18-101 *et. seq.*, as the same may be amended from time to time (the "Act").

ARTICLE 1
Organizational Matters; Definitions

1.1 Name. The name of the limited liability company formed hereunder (the "Company") is Open Games, LLC. The Board may change the name of the Company at any time and from time to time and may also operate the business at the same time under one or more fictitious names.

1.2 Effective Date; Term. This Agreement is effective as of the date that an executed copy of the certificate of formation required by §18-201 of the Act (the "Certificate") was filed in the office of the secretary of state of the State of Delaware. The Company will exist until terminated in accordance with the provisions of this Agreement or the Act.

1.3 Registered Office; Place of Business: Agent. The address of the registered office of the Company as required by §18-104 of the Act is as set forth in the Certificate and the principal place of business of the Company shall be 1175 Washington St #5, San Francisco, CA 94108. The principal place of business may be the electronic address and physical location of a primary server hosting the majority of the Company's data relevant to its operations and this Agreement, or any other principal place of business as designated by the Board.

The Board (as defined in Section 4.1) may change the location of the office, establish additional offices or places of business of the Company or enter into such contracts or hire such agents in such other locations inside and outside of the State of Delaware, as it deems necessary or desirable in the conduct of the business of the Company.

1.4 Ownership Units. The Company shall be authorized to issue 12,500,000 Ownership Units, all of which shall be designated Class A Ownership Units, which represent the ownership, the right to vote of a Member and the right to share in the Profits and Losses of the Company. Ownership of Ownership Units shall be evidenced by book entry, it not being intended that any certificates will be issued. Additional Ownership Units may be authorized and issued only upon approval of 75% of the Percentage Interest of Members ("Supermajority").

1.5 Definitions. Capitalized terms used in this Agreement have the meanings as defined throughout the text of this Agreement.

ARTICLE II
Purpose

2.1 Purpose. The purpose of the Company is to carry on any lawful business for which a limited liability company may be organized under the Act, including without limitation to engage in the development of ideas, exploration of

those ideas, and production of those ideas to market directly or through any subsidiaries, and to exercise of all powers and activities incident to the Company's business.

ARTICLE III
Members; Rights of and Limitations of Members

3.1 Members. The names and addresses of the members (collectively "Members") are set forth on Schedule A, as amended from time to time. Schedule A also identifies the amount of each Member's contribution to the capital of the Company, the number of Ownership Units credited each Member and each Member's Percentage Interest (as defined in Section 5.1). The Initial Members shall be known as Class A Members.

3.2 Additional Members. The Members may admit additional Members to the Company solely as provided in this Agreement. The transferee of the interest in the Company of an existing Member may not become a Member except in accordance with Section 7.5.

3.3 Competition by Members. Subject to the terms, conditions, and provisions of any employment or other agreement between any Member or Members and the Company, any Member may have other business interests and may engage in any other business, trade, profession, or employment and shall not be obligated to devote more time and attention to the conduct of the business of the Company than shall be required for the supervision of the ownership, operation and management of the Company's business property. Notwithstanding the foregoing, no Member or Affiliate of a Member shall compete with the Company.

3.4 Confidentiality; Ownership of Intellectual Property Rights. Subject to the terms of Confidentiality and Non-Disclosure Agreements executed by each of the individual members, the Members agree and reaffirm that such Member shall not disclosure or cause to disclose confidential information of the Company without the Company's prior written consent. All intellectual property contributed to and owned by the Company shall remain the proprietary information of the Company unless otherwise provided by written agreement of the Company. Each Member agrees to be bound by and execute a Confidentiality and Non-Disclosure Agreement as the Company shall require from time to time.

3.4 Limitations on Members. No Member may sign for or bind the Company by virtue of being a Member or require partition of Company property or compel any sale or appraisement of Company assets or sale of a deceased Member's interest therein, except as otherwise authorized in this Agreement or by the Board.

3.5 Voting of Members. With respect to all matters on which the vote of the Members is required pursuant to this Agreement or the Act each Class A Member shall have a vote equal to the Percentage Interest of such Member. Any Member who is in default under the terms of the Agreement shall not be entitled to vote as Members until the default is cured as determined by a majority of the Percentage Interest of Members who are not in default.

3.6 Actions by Company Requiring Majority Approval of Class A Members. The following actions may be taken only with majority approval of the Class A Members:

(a) To sell, transfer t exchange or otherwise dispose of in a single or series of related transactions any or the Company's assets other than in the ordinary course of business;

(b) To change the primary character of the business of the Company;

(c) To enter into any agreements that would bind the Company to an obligation or obligations in the aggregate greater than $1,000,000;

(d) To dispose of the goodwill of the business of the Company;

(e) To do any other act that would make it impossible to carry on the ordinary business of the Company;

(f) To cause the Company to commence a voluntary case as debtor under the United States Bankruptcy Code; and

(g) To take any action with respect to the dissolution or liquidation of the Company set forth in Article IX.

Votes made pursuant to this Section 3.6 may be accomplished at any meeting where all Members can hear and be heard whether in person or via electronic or telephonic communication. Any action required to be taken pursuant to this Section may be taken without a meeting and without a vote if a Consent in writing setting forth the action shall be signed by all Class A Members. A designee of the Board shall keep minutes of each meeting and a record of each decision (including written consents) and shall deliver such minutes and records to the Directors promptly after such meeting.

ARTICLE IV
Management Rights; Powers and Duties

4.1 Management.

(a) A board of directors (the "Board," individually “Directors”)), consisting initially of those individuals set forth in Schedule A, shall manage the business and affairs of the Company. In accordance with the preceding sentence, the Board has full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the Company's purpose and the management of the Company's business. The Board shall elect one of their number as Chair and his or her duties shall include preparing the agenda for and presiding at meetings of the Board. Decisions of the Board will be presumed to be within its scope of authority and will bind the Company and each Member. Except for situations in which the approval of the Members is expressly required by this Agreement or applicable provisions of the Act that cannot be modified by this Agreement, the Members waive all rights to vote on matters relating to the operations of the Company and hereby assign all such voting rights to the Board. No Director has the power or authority to take any action individually except in the course of carrying out a direction made by the Board duly acting.

(b) Meetings of the Board shall be held at such times and places as shall be specified in a call for such meeting which may be made by the Chair or any two Directors by giving at least five business days prior written notice to the other Directors of the time, place, and purposes of such meeting. Wherever this Agreement calls for the Board to consent to or to take some action on behalf of the Company, the affirmative vote of a majority of the Directors is required except as otherwise provided herein. Meetings may be held by conference telephone or other means of electronic communication if each Director can hear and be heard by the others. The Board also may make decisions without holding a meeting, by written consent of all of the Directors. A designee of the Board shall keep minutes of each meeting and a record of each decision (including written consents) and shall deliver such minutes and records to the Directors promptly after such meeting.

(c) The Board shall appoint such executive officers of the Company, including a Chief Executive Officer, as are necessary for the operation of the Company. The Board may remove with or without cause any officer of the Company without liability to the Company. Officers may be compensated for his or her services at a rate, and on terms, established from time to time by the Board.

(d) The Chief Executive Officer shall present, no later than October 15 of the preceding each year, to the Board for its review and approval a business plan and an operating budget for the upcoming year. Following review and such modification as the Board deems appropriate, the business plan and the budget shall be adopted by the Board and the Chief Executive Officer shall conduct the business of the Company during such upcoming year in accordance therewith.

(e) The Chief Executive Officer shall provide the Chair with those reports and statistical data as the Chair from time to time may require.

4.2 Duties of Board and of the Chief Executive Officer. Each Director shall devote such time to the business and affairs of the Company as is necessary to carry out the duties set forth in this Agreement or as approved by the Board. The Board shall delegate to the Chief Executive Officer such of its authority and duties as it shall from time to time deem appropriate. Until withdrawn by action of the Board, the following authority and duties are delegated to the Chief Executive Officer, who may in turn further delegate these responsibilities to other officers:

(a) Deposit all funds of the Company in one or more separate bank accounts with such banks or trust companies as the Chief Executive Officer may designate (withdrawals from such bank accounts to be made upon such signature or signatures as the Chief Executive Officer may designate);

(b) Maintain at the principal place of business of the Company all of the following:

(i) A current list of the full name and last known business or residence address of each Member separately listing and identifying those Members holding Ownership Units set forth in alphabetical order;

(ii) A copy of the Certificate and all certificates of amendment to it together with executed copies of any powers of attorney pursuant to which the Certificate or any certificate has been executed:

(iii) A copy of this Agreement, all amendments to this Agreement and executed copies of any written powers of attorney pursuant to which the Agreement or amendments thereto have been executed;

(iv) Copies of the Company's federal, State and local income tax returns and reports for the three most recent years;

(v) Copies of any financial statements of the Company for the three most recent years;

(vi) Minutes of every meeting of the Board and the Members;

(vii) Any written consents obtained from the Board for actions taken by the Board without a meeting; and

(viii) Any written consents obtained from the Members for any actions taken by the Members without a meeting.

(c) Maintain at the principal place of business of the Company a complete and accurate books of account (containing such information as is necessary to compute allocations and distributions), and make such records and books of account available for inspection and copying at the reasonable request and expense of any Member during ordinary business hours;

(d) Cause to be prepared annual operating and capital budgets for the approval of the Board;

(e) Cause to be prepared and distributed to all Members within 90 days after the end of the Company's fiscal year:

(i) A statement of cash receipts and disbursements;

(ii) A statement of income for such year;

(iii) A balance sheet as of year end; and

(iv) A statement showing all information required by the Members for preparation of their income tax returns.

(f) Cause to be filed the Certificate and such other certificates and do such other acts as may be required by law to qualify and maintain the Company as a limited liability company tinder the Act and in all jurisdictions in which it does business; and

(g) Cause Schedule A to be amended from time to time as required by this Agreement, and upon each such amendment designate at the top of such Schedule that it is an "Amended Schedule A" and indicate immediately under such designation the effective date of such amendment.

4.3 Actions Requiring Approval of Board. Notwithstanding the general authority conferred on the Chief Executive Officer and other officers of the Company, the following actions may be taken only with the majority approval of the Managing Committee:

(a) To appoint the Company's independent accountants, auditors and legal counsel;

(b) To authorize or effect transactions between the Company and a Member or the Affiliate of a Member other than those transactions authorized pursuant to other provisions of this Agreement;

(c) To authorize distributions of Net Cash (as defined in section 6.5); provided however; that all such distributions shall be allocated in proportion to the percentage of Ownership Units owned by each Member;

(d) To assign the assets of the Company in trust for creditors or in support of the assignee's promise to pay the debts of the Company;

(e) To compromise or settle any claim against or inuring to the benefit of the Company involving an amount in controversy in excess of $10,000;

(f) To approve the operating and capital budget of the Company;

(g) To approve the payment of compensation to any officer of the Company, to any Member of the Board or such Member's Affiliates or take or cause to be taken any other action contemplated by section 4.7; and

(h) To retain Net Cash for investment in the Company business.

4.4 Exculpation of Board; Indemnity. In carrying out their duties hereunder, the Directors and the officers shall not be liable to the Company or to any Member (except pursuant to the terms of any Employment Agreement with the Company) for their good faith actions or failure to act or for any errors of judgment or for any act or omission the applicable Director believed in good faith to be within the scope of authority conferred by this Agreement, but only for their own willful misconduct in the performance of their obligations under this Agreement. The advice of legal counsel to the Company that an action or omission is within the scope of authority conferred by this Agreement is conclusive evidence of such good faith; however, good faith may be determined without obtaining such advice. The Company does hereby indemnify and hold harmless the Directors, their Affiliates and their agents, officers, employees, partners, members and directors and the officers against and from any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, adn1inistrative or investigative (together "Claims"), in which the indemnified person may be involved, or threatened to be involved as a party or otherwise by reason of its status as a Director or an Affiliate thereof, an agent, officer, employee, partner, member or director of a Director or an Affiliate thereof, a person serving at the request of the Company in another entity in a similar capacity, or the officers which relates to or arises out of the Company, its property, business or affairs, regardless of whether the indemnified person continues to be a Director or an Affiliate thereof or their agent, officer, employee, partner, member or director or the officers at the time any such liability or expense is paid or incurred, if (a) the indemnified person acted in good faith and in a manner it believed to be in or not opposed to the best interests of the Company, (b) the indemnified person's conduct did not constitute gross negligence or willful misconduct, (c) in connection with any criminal action or proceeding, the indemnified person had no reasonable cause to believe its conduct was unlawful, (d) with respect to Claims by or in the right of the Company, the indemnified person is not adjudged to be grossly negligent or liable for willful misconduct, unless a court determines that indemnification is nonetheless appropriate, and (e) the standards set forth in clauses (a) and (b), and, if applicable, (c) and (d), are met as determined in each case by (w) a majority vote of the Directors who are not parties to or threatened to be made parties to the Claims in issue, (x) by independent legal counsel selected by the Board, (y) by the holders of a majority of the Percentage Interests, or (z) by an appropriate court. Notwithstanding clauses (c) and (d), an

indemnified person will be eligible for indemnification hereunder to the extent it has been successful on the merits with respect to any Claim. In no event will any Member be required to make an additional capital contribution to carry out this indemnification provision.

Reasonable third-party expenses (including reasonable attorney's fees) incurred by an indemnified person in defending any Claim shall be advanced by the Company to the indemnified person or to the third-party as due and in advance of the final disposition of the Claim and a determination of whether the indemnified person is entitled to indemnification under this section, if the indemnified person commits (in form and substance satisfactory to the appropriate persons under clauses (w) through (z) above) to repay the advances if the indemnified person is ultimately determined not to be entitled to indemnification under this section.

An Affiliate of any person ("Affiliate") means (a) any person directly or indirectly owning, controlling or holding the power to vote ten percent or more of the outstanding voting securities of the specified person; (b) any person ten percent or more of whose outstanding voting securities is directly or indirectly owned, controlled or held with power to vote by the specified person; (c) any person directly or indirectly controlling, controlled by, or under control with a specified person; (d) any officer, partner member or director of the specified person; (e) any person of which the specified person is an officer, director or partner; and (f) any person who is a blood relative of the specified person or the spouse of the specified person or a blood relative.

4.5 Board of Advisors. The Board may institute a Board of Advisors to assist the Board and the Company in decision making and other advisory role actions. Any individual selected to be an Advisor may not be compensated by the Company without approval by the majority of the Class A Members.

4.6 Reliance of Third Parties on Authority of Management Party. No financial institution or any other person, firm or corporation dealing with the Board or any duly authorized officer of the Company ("Management Party") needs to ascertain whether such Management Party is acting in accordance with this Agreement, but such entity may rely solely upon the acts and assurances of and the execution of any instruments by such Management Party.

4.7 Partnership Representative.

a) Appointment. The Members hereby appoint Steve Smith, Jr. as the Partnership Representative as provided in Code Section 6223(a) (as amended by the BBA).

(b) Tax Examinations and Audits. The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that such Member will not independently act with respect to tax audits or tax litigation of the Company, unless previously authorized to do so in writing by the Partnership Representative, which authorization may be withheld by the Partnership Representative in its sole and absolute discretion. The Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority. The Company and its Members shall be bound by the actions taken by the Partnership Representative.

(c) BBA Elections and Procedures. In the event of an audit of the Company that is subject to the partnership audit procedures enacted under Section 1101 of the BBA (the "BBA Procedures"), the Partnership Representative, in its sole discretion, shall have the right to make any and all elections and to take any actions that are available to be made or taken by the Partnership Representative or the Company under the BBA Procedures (including any election under Code Section 6226 as amended by the BBA). If an election under Code Section 6226(a) (as amended by the BBA) is made, the Company shall furnish to each Member for the year under audit a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment, and each Member shall take such adjustment into account as required under Code Section 6226(b) (as amended by the BBA).

(d) Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or

interest imposed with respect to such taxes and any tax deficiency imposed pursuant to Code Section 6226 as amended by the BBA) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member. To the extent that the Partnership Representative does not make an election under Code Section 6221(b) or Code Section 6226 (each as amended by the BBA), the Company shall use commercially reasonable efforts to (i) make any modifications available under Code Section 6225(c)(3), (4), and (5), as amended by the BBA, and (ii) if requested by a Member, provide to such Member information allowing such Member to file an amended federal income tax return, as described in Code Section 6225(c)(2) as amended by the BBA, to the extent such amended return and payment of any related federal income taxes would reduce any taxes payable by the Company.

(e) Resignation. The Partnership Representative may resign at any time. If the Steve Smith, Jr. ceases to be the Partnership Representative for any reason, the Managers shall appoint a new Partnership Representative.

(f) Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

4.8 Director's Resignation; Removal; etc.

(a) Directors shall serve for terms of two years or until their sooner resignation, death, disability or removal. Removal for any reason shall be as determined by a Supermajority of the Members. Removal for Cause, as defined below, may be made by the remaining Board or majority of Members. In the event of the resignation, death or disability of a Director, then his or her replacement as Director to serve until the next election of Directors shall be selected by unanimous consent of the remaining Directors.

(b) For purposes of this agreement, "Disability" means a condition where for physical or mental reasons a Director, Chief Executive Officer, or other officer is unable to perform his or her duties (such condition to be determined in accordance with the procedures set forth in the next sentence) and such condition is in the judgment of Board expected to continue for such period of time as to require replacement of such person in order to carry out the business of Company. The determination that the physical or mental state of such person constitutes a Disability shall be made by a medical doctor selected by the Board and reasonably acceptable to the person whose Disability is in question (unless the Board and such person reach mutual agreement regarding the existence of a Disability) and such determination shall be binding on both parties. Such person must submit to a reasonable number of examinations by the designated medical doctor and such person hereby authorizes the disclosure and release to the Board of such determination and all supporting medical records. Action on such person's behalf may be taken by his or her guardian or duly authorized attorney-in-fact for purposes of submitting such person to medical examinations and approving authorization of disclosure. Such person shall be deemed to have a Disability if he or she for any reason is unable to perform his or her duties for 120 consecutive days or for 180 days during any 12-month period.

(c) Definition of For “Cause”. For “Cause” means: (i) as to a Director other than the Chief Executive Officer, the continued inattention to or neglect of in a material respect the duties to be performed by the Director under this Agreement, and as to the Chief Executive Officer and other officers of the Company, the continued failure of such person to devote the necessary business time, attention, skill and energy to the duties to be performed by him or her under this Agreement in any contract of employment, in each case for a period of 10 days following written notice to him or her from the Company specifying in reasonable detail key elements of such failure; (ii) the appropriation (or attempted appropriation) of a material business opportunity of the Company, including attempting to secure or securing any personal profit in connection with any transaction entered into on behalf of the Company; (iii) the disclosure by the Director, Chief Executive Officer or other officer of Confidential Information of the Company or any of its affiliates; (iv) the misappropriation (or attempted misappropriation) of any of the Company's funds or property; or (v) the conviction of, or the entering of a guilty plea or plea of no contest with respect to any non-traffic related offense that is a felony, the equivalent thereof or any other crime with respect to which imprisonment is a possible punishment.

ARTICLE V
Company Capital and Debt; Advances By Members.

5.1 Capital Contributions. The initial capital contributions listed in Schedule A, together with any additional contributions to the capital of the Company required or permitted under this Agreement, (the "Capital Contributions") are credited to the Members' Capital Accounts maintained by the Company in accordance with Section 6.3 ("Percentage Interest"). No interest will be paid on Capital Contributions.

5.2 Additional Capital Contributions**.** No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Board. To the extent that a Member makes an additional Capital Contribution to the Company, the Board shall revise Schedule A to reflect an increase in the Membership Interest of the contributing Member that fairly and equitably reflects the value of its additional Capital Contribution in relation to the aggregate amount of all Capital Contributions made by the Members.

5.4 No Return of Contributions; Loans. Anything in this Agreement to the contrary notwithstanding, the Directors will not be personally liable for the return of the capital contribution of a Member or any portion thereof, it being expressly understood that any such return shall be made solely from Company assets, a Member shall not have the right to demand or receive property other than cash in, return for his or her contribution. If any Member advances any monies to the Company in excess of his or her contribution to the capital of the Company other than pursuant to Sections 5.1 or 5.2 above, the amount of any such advance shall not be deemed to be an additional capital contribution unless specifically so characterized, but instead shall be treated as a loan bearing interest at the prevailing market rate that would be commensurate with the risk and shall be an obligation of the Company to such Member payable in accordance with the other terms of such advance prior to payment of any cash distribution pursuant to Article VI and, in the case of liquidation, in accordance with the provisions of section 9.2. Such advances in an amount less than $500 may also be reimbursed to such Member by the Chief Executive Officer and shall not be reflected on Schedule A, but in the books of the Company.

ARTICLE VI
Fiscal Year; Accounting; Allocation of Profits and Losses; Distributions

6.1 Fiscal Year. The fiscal year of the Company is the calendar year.

6.2 Method of Accounting. The Company books will be kept in such manner and by using such method of accounting as the Board determines, and the Board may change accounting methods whenever it believes a change to be in the best interest of the Company.

6.3 Maintenance of Capital Accounts. The Company shall maintain a capital account ("Capital Account") for each Member in accordance with Treas. Reg. §1.704-1 (b)(2)(iv). The Capital Account of each Member will also be (a) credited with the amount of any additional Capital Contributions made by such Member and any deemed contributions, (b) credited with the amount of any Profits and any other items of income or gain allocated to such Member, (c) debited by the amount of any Losses and any other items of loss or deduction allocated to such Member, and (d) debited with the amount of all actual and deemed distributions made to such Member. Upon adjustment to the adjusted tax basis of Company property pursuant to Code Sections 732, 734 or 743, the Capital Accounts of the Members will be adjusted as provided in Treas. Reg. §1.704-1 (b)(2)(iv)(*m*).

6.4 Allocation of Profits and Losses.

(a) Profits are allocated to the Members as follows:

(i) Annually the Company shall distribute to each Member those amounts necessary to cover that Member's maximum possible tax liability as calculated utilizing the then current maximum tax rate as provided by the IRS, as it relates to the Member's ownership interest in Company.

(ii) Distribution of Distributable Net Cash Flow

As used in this Agreement, the term "Distributable Net Cash Flow" shall mean (a) all revenues derived from the operation of the Company's property or otherwise, less (b) expenses, determined in each case on a cash basis excluding depreciation and other noncash charges.

a. For purposes of the foregoing paragraph, the term, “expenses,” shall include: (i) interest payments on indebtedness of the Company, (ii) payments made in amortization of indebtedness of the Company, (iii) capitalized expenditures, as hereinafter described, and (iv) such amounts as shall be required to maintain reasonable reserves and working capital as determined, subject to the provisions of this Agreement, by the Board necessary to pay on a timely basis the Company costs and expenses for the following 60 days. For purposes of clarification, this subsection (iv) shall include budgeted reserves for planned expenditures to the extent not calculated in capitalized expenditures.

b. For purposes of the foregoing paragraph, the term, “capitalized expenditures,” shall include capital expenditures as determined by generally accepted accounting principles that were made from sources other than: (i) reserves previously deducted in determining Distributable Net Cash Flow, (ii) borrowings, or (iii) capital contributions.

Distribution of Distributable Net Cash Flow. The Board shall determine the amount and timing of any distributions of Distributable Net Cash Flow. Subject to the provisions of this Agreement, any such distributions shall be distributed to the Members in accordance with the Member's respective percentage of Ownership Units.

(iii) Subject to the provisions of this Agreement, the net gain, as computed for accounting purposes (within the meaning of Section 6.3 hereof) arising from the sale, exchange, or other disposition of the Company's property or any part thereof shall be allocated to the Capital Accounts of the Members as follows:

a. To the Members to the extent and in the proportions necessary such that their Capital Account balances stand in the ratios that their respective Interests bear to each other; and

b. The remainder to the Members pro rata in an amount equal to their respective percentage of Ownership Units.

(b) Losses are allocated to the Members in accordance with their percentage of Ownership Units.

(c) "Profits" and "Losses" mean an amount equal to the Company's taxable income or loss, respectively, for any period from all sources determined in accordance with Code Section 703(a), adjusted in the following manner: (i) the income of the Company that is exempt from federal income tax or not otherwise taken into account in computing Profits and Losses pursuant to this definition will be added to such taxable income or loss; (ii) any expenditures of the Company described in Code Section 705(a)(2)(8) or treated as described in such Section pursuant to Treas. Reg. §l.704-1 (b)(2)(iv)(i) or not otherwise taken into account in computing Profits or Losses pursuant to this definition will be subtracted from such taxable income or loss; (iii) to the extent all adjustment under Code Section 734(b) is required by Treas. Reg. §1.704 -1(b)(2)(iv)(*m*)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest. The amount of such item will be treated as an item of gain or loss from the disposition of the asset and will be taken into account for purposes of computing Profits or Losses.

6.5 Definition of Net Cash. “Net Cash” of the Company is computed by deducting from the gross amounts received and recorded as revenue by the Company in its income statement during the applicable period: (a) all operating expenses of the business and (b) any amounts distributed during the applicable period to cover Members' tax liability as provided for in section 6.4 (a)(i).

6.6 Liability of Member for Return of Distribution. Each Member understands that it may be liable to the Company for three years for the return of any cash or other property it receives in violation of §18-607(a) of the Act.

ARTICLE VII
Transfer of Membership Interests

7.1 No Transfer of or Restriction Respecting Outstanding Ownership Units. Except as specifically provided in this Agreement, no Member may sell, assign or in any manner transfer all or any part of his, her or its interest in the Company nor may any Member create, incur, assume or suffer to exist any security interest, mortgage, pledge, lien or other encumbrance of any nature whatsoever with respect to any Ownership Unit representing its interest in the Company.

7.2 Compliance with Securities Act of 1933. No Member's interest in the Company has been registered under the Securities Act of 1933 in reliance upon the exemption provided in Section 4(2) of such act. Notwithstanding any other provisions in this Agreement, no interest in the Company of a Member may be offered for sale, sold, transferred or otherwise disposed of unless, at the expense of the transferring Member, the Company has received an opinion of counsel for the Company or counsel reasonably acceptable to its counsel, to the effect that such transfer is exempt from registration under the Securities Act of 1933 and is in compliance with all applicable federal and state securities laws and regulations. The Members may, in its sole discretion, waive the requirements of this section with respect to the transfer of any interest, but any such waiver will not constitute a waiver of any subsequent transfer of such interest or the transfer of any other interest.

7.3 Permitted Transfers. Notwithstanding anything to the contrary in this Article VII, and except as provided in this section 7.3, any Member (including without limitation such Member's legal guardian. executor or administrator in the case of an individual Member) desiring to sell, transfer, exchange or encumber all or part of such Member's Ownership Units, including transfers by gift or by reason of death (hereinafter in this section 7.3 referred to as the "Offering Member"), may do so only if such Member has complied with the provisions of this Section 7.3 unless such provisions have been waived in writing by Supermajority consent of the Class A Members.

(a) Response to Third Party Offer. If any Member receives a written offer by its terms irrevocable for at least 30 days, to purchase any or all of the Ownership Units of such Member and such Member wishes to accept such offer, such Member shall notify the other Members of such offer and grant them the opportunity to participate in such offer at their pro rata percentage of ownership at the time and at the terms being offered by the third party. The offeree Member(s) shall have the right for a period of 25 days following such notice, to give notice in writing to offering Member that it elects to participate by selling its share of Ownership Units at the price and on the terms proposed by the third party purchaser.

(b) Transfer in the Event of Bankruptcy of a Member. In the event of the bankruptcy of a Member, the Company shall purchase all of the Ownership Units of such Member at the value established in accordance with section 7.4. Any purchase shall be on a time schedule which accords with the available liquid assets of the Company.

(c) First Right of Refusal. If a Member desires to sell all or part of the Member's Ownership Units, the Member must first offer to the other Members to purchase the Units according to their pro rata percentage of ownership at the time of the offer. Such offer must be made at least 30 days prior to any offer. If a Member offers to sell all or part of the Member's Ownership Units without first notifying the other Members pursuant to this provision, the Member shall be in Default.

7.4 Valuation Procedure. In order to determine the value of the Ownership Units as required by section 7.3(b), the Directors shall undertake to mutually agree upon the fair market value of the Company. If the Directors are unable to agree upon such value, the Directors as a group (if a group) shall each appoint a qualified independent valuation expert, and these two persons will select another qualified independent valuation expert to establish the fair market value the Company. The determination of such person shall be binding on all parties.

7.5 Admission of Transferee as Substituted Member. An assignee of a Member's interest in the Company shall not become a substituted Member unless and until the Members unanimously consent in writing to such substitution, which consent may be arbitrarily withheld unless such assignee is a person identified in section 7.3(a), in which case consent shall be granted. If the Members do not consent to the substitution of an assignee of a Member's interest in the Company, the transferor shall not have any rights of a Member under the Act. All assignee of a Member's interest in the Company who is not admitted as a substituted Member under this section shall not be entitled to: (a) require any accounting of the Company's transactions; (b) inspect the Company's books and records; (c) require any

information from the Company; or (d) exercise any privilege or right of a Member which is not specifically granted to a non-substituted transferee of a limited liability company interest under the Act.

7.6 Allocations and Distributions with Respect to Transferred Interests. If any transfer of an interest in the Company permitted by this Agreement occurs during a fiscal year (whether or not the assignee is admitted as a substituted Member), then all allocations of Profits and Losses attributable to the transferred interest for such year will be divided and allocated between the transferor and the transferee by taking into account their respective interests (generally determined by the weighted interest held by such transferor and transferee) during such fiscal period using any convention or method of allocation selected by the Chief Executive Officer which is then permitted under Code Section 706 and the regulations promulgated thereunder. All distributions of Net Cash made prior to the effective date of any such transfer will be made to the transferor and any such distributions made after the effective date of such transfer will be made to the transferee.

ARTICLE VIII
Withdrawal; Death; Incompetency or Dissolution of Members and Directors

8.1 Withdrawal of Member. A Member may not withdraw from the Company without the prior written permission of the Directors.

8.2 Resignation as Director. A Director may resign as a Director of the Company by giving at least 90 but not more than 180 days' notice in writing of its intention to do so to all other Directors. Upon the resignation of the final Director, the Company will dissolve unless all the Members elect in accordance with section 8.5 to continue the Company.

8.3 Death, Bankruptcy, Liquidation, etc. of a Member. A Member shall not cease to be a Member by reason of the items listed in §18-304(1) a. through f. of the Act. The happening of any such event shall not operate to cause the dissolution of the Company.

8.4 Death, Bankruptcy, Liquidation, etc. of Final Director. On the death, bankruptcy, liquidation, Dissolution, adjudication of insanity or incompetency or other cessation of existence of the final Director on the Board, the Company will be dissolved unless all the Members elect in accordance with section 8.5 to continue the Company.

8.5 Continuation of Company by Members, Designation of New Directors. In the event that the withdrawal, death, bankruptcy, liquidation, dissolution, adjudication of insanity or incompetency or other cessation of existence of the final Director will cause the dissolution of the Company, the Members may, by a unanimous vote, within 90 days after the date of any such event, elect to continue the Company and designate a Director or Directors who or which consent to and accept designation as such.

8.6 Death or Bankruptcy of Member. Upon the death, adjudication of incompetency or bankruptcy of an individual Member or the bankruptcy, dissolution or other cessation to exist as a legal entity of a Member not an individual, and after such time as the Company has received written notice thereof, the authorized representative of such individual or entity will have all of the rights of a Member for the purposes of effecting the orderly winding up and disposition of the affairs of such individual or entity. The authorized representative shall become the assignee of the Ownership Units of the Member but not a Member, and shall be subject to the terms of this Agreement, except as provided in the next sentence. An assignee of the Ownership Units of a Member shall have a right to the former Member’s share of the profits, losses, and distributions under this Agreement but shall have no other rights under this Agreement, including, without limitation, the voting rights of the former Member.

ARTICLE IX
Termination, Dissolution and Liquidation of the Company

9.1 Events of Dissolution. Upon the occurrence of any event described herein which causes dissolution and the failure of the Members to elect to continue the Company, or upon the determination by the Board that in its sole discretion it is no longer profitable, feasible or advantages to operate the business of the Company, the Company shall be dissolved and liquidated in accordance with the provisions of this Article.

9.2 Liquidation.

(a) Upon an event of dissolution described in Section 9.1, if there is no election to continue the Company, the Members shall (i) deliver to the Secretary of State of Delaware for filing a certificate of dissolution in accordance with the Act, and (ii) diligently proceed to wind-up the affairs of the Company. The Company shall, to the extent (but only to the extent) of the assets of the Company, discharge the obligations and pay indebtedness of the Company and distribute the balance, if any, of the assets of the Company to the Members as set forth in Section 9.2(b) hereof. After the foregoing has been accomplished, the Company shall be deemed to have been liquidated and this Agreement shall terminate and no Member shall have any further rights or obligations hereunder. The liquidation of the Company and the termination of the business and affairs of the Company shall be conducted by the Members. During such period, the business and affairs of the Company shall be conducted to maintain and preserve the assets of the Company in a manner consistent with the liquidation of the Company.

(b) The proceeds from the liquidation of the Company shall be applied in the following order:

(i) First, to the expenses of liquidation and the debts of the Company;

(ii) Second, to the establishment of any reserve which the Members may deem reasonably necessary for any contingent or unforeseen liabilities and other obligations of the Company arising out of or in conjunction with the Company's affairs;

(iii) Third, to such debts and accrued interest thereon as are owing to the Members; and

(v) Fourth, to the Members in accordance with the positive balances in their respective capital contributions, as determined after taking into account all capital contribution adjustments for the taxable year of the Company during which the liquidation of the Company occurs. Should the Company have insufficient funds to distribute to all Members, then Members with cash capital contributions shall be paid first in pro rata proportion to their cash capital contributions.

(c) Except as otherwise provided by Section 9.2(d) hereof, distributions pursuant to Section 9.2(b) shall be made not later than the later of (i) the end of the taxable year in which liquidation of the Company occurs, or (ii) a date which is ninety (90) days after the date of such liquidation.

(d) Amounts withheld as reserves pursuant to Section 9.2(b)(ii) shall, to the extent not needed for the purpose for which they were withheld, be distributed as soon as practicable among the Members in accordance with Sections 9.2(b)(iii) and (iv).

(e) For purposes of the liquidation of the Company assets, the discharge of its liabilities and the distributions of the remaining funds among the Members as above described, the Board or Liquidating Trustee will have the authority on behalf of the Company to sell, convey, exchange or otherwise transfer the assets of the Company for such consideration and upon such terms and conditions as it deems appropriate. The Board or the Liquidating Trustee, in its sole discretion, may make distributions in kind to Members. Any Member will have the authority to purchase any Company assets at the appraised fair market value. A reasonable time will be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities of the Company to creditors to enable the Company to minimize losses during a liquidation period. Any return of all or any portion of the contributions made by a Member to the capital of the Company shall be made solely from Company assets, and the Board will not be personally liable for any such return, except to the extent provided in the preceding subsection.

9.3 Election of Liquidating Trustee. In the event there is no Director at the time of dissolution, the Members shall elect by a vote of majority in interest of all Ownership Units one of their members or any other person, firm or corporation of their choice to act as liquidating trustee (“The Liquidating Trustee") in the liquidation of the Company business in accordance with the provisions of this Article.

9.4 Statements. Each of the Members will be furnished with a statement prepared by the Company's accountants setting forth the assets and liabilities of the Company as of the date of complete liquidation. When the Board, or if there be no Directors, the Liquidating Trustee, has complied with the distribution plan set forth in this Article, the

Board or the Liquidating Trustee, as the case may be, shall execute and cause to be filed a Certificate of Cancellation of the Company.

9.5Drag-Along. If at least 75% of the Members entitled to vote and the Board agree at any time to directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any interest owned (a "Transfer") in any single or series of related transactions of at least eighty percent (80%) of the Company to a non-affiliated third party (a "Drag-Along Transfer" and such purchaser, the "Drag-Along Buyer") for cash and/or other securities, the Company may exercise drag-along rights with respect to all Members in accordance with the terms, conditions and procedures set forth herein.

a) The Company shall promptly give notice (a "Drag-Along Notice") to each Member (the "Drag-Along Holders") of any election by the Company to exercise its drag-along rights under this Section 9.5, setting forth the name and address of the transferee, the total interest proposed to be Transferred by the Company and its, the proposed amount and form of consideration for the membership interest and all other material terms and conditions of the Drag-Along Transfer. Any Transfer of membership interest by a Drag-Along Holder pursuant to the terms hereof shall be at the same purchase price for interests sold by the Company and specified in the Drag-Along Notice and each Drag-Along Holder shall receive the same relative proportion of cash and other securities.

b) Each Drag-Along Holder agrees, severally and not jointly, to (i) make individual representations, warranties, covenants, indemnities and other agreements solely as to the title to, its membership interest and the power, authority and legal right to Transfer such interest, (ii) execute and deliver agreements, covenants and indemnities as made by the Company in connection with the Drag-Along Transfer (other than any non-competition, non-solicitation or other non-financial agreements or covenants that would bind such Drag-Along Holder without the prior written consent of such Drag-Along Holder), (iii) agree to, except as provided in the preceding subclause (ii), the same terms and conditions to the Transfer as Company agrees, (iv) not demand or exercise appraisal or dissenters rights under any applicable business corporation or other law with respect to a transaction subject to this Section 12.4 as to which such appraisal rights are available and (v) be liable as to all representations, warranties, covenants, indemnities and other agreements being made, agreed to or delivered by the Company or any of its subsidiaries, or in respect of the Company or any of its subsidiaries or their respective businesses, in connection with such transaction (other than the individual representations, warranties, covenants, indemnities and other agreements of the type set forth in subclause (i)), in each case to the same extent as Company but pro rata based on the relative proceeds to be received by each of them from the sale of the membership interest Transferred by each of them. Notwithstanding the foregoing, the aggregate amount of liability for the Company and such Drag-Along Holders shall not in any event exceed the U.S. dollar value of the net proceeds received by the Company and such Drag-Along Holders, respectively.

c) In the event that any such Transfer is structured as a merger, consolidation, or similar business combination, each Drag-Along Holder agrees to (i) vote in favor of the transaction, (ii) take such other action as may be required to effect such transaction.

d) Solely for purposes of this Section and in order to secure the performance of each Member's obligations under this Section, each Member hereby irrevocably appoints Company (or a designee thereof) the attorney-in-fact and proxy of such Member (with full power of substitution) to vote or provide a written consent with respect to its membership interest as described in this paragraph if, and only in the event that, such Member fails to vote or provide a written consent with respect to its membership interest in accordance with the terms of this Section) (each such Member, a "Breaching Drag-Along Holder ") within three (3) days of a request for such vote or written consent. Upon such failure, the Company (or a designee thereof) shall have and is hereby irrevocably granted a proxy to vote or provide a written consent with respect to each such Breaching Drag-Along Holder's membership interest for the purposes of taking the actions required by this Section. Each Member intends this proxy to be, and it shall be, irrevocable and coupled with an interest, and each Member will take such further action and execute such other instruments as may be necessary to effectuate the intent of this proxy and hereby revokes any proxy previously granted by it with respect to the matters set forth in this Section with respect to the membership interest owned by such Member. Notwithstanding the foregoing, the conditional proxy granted by this Section shall be deemed to be revoked upon the termination of this Section 9.5in accordance with its terms.

ARTICLE X
Amendment of the Agreement

10.1 Amendments by Board. This Agreement may be amended by the Board without the approval of any Member provided that such amendment is:

(a) Solely for the purpose of clarification and does not change the substance hereof;

(b) For the purpose of substituting or deleting a Member or admitting an additional Member in accordance with the provisions of this Agreement, or deleting a Director in accordance with sections 8.1 or 8.2 hereof;

(c) For the purpose of reflecting a change in the amount or character of the contribution of any Member;

(d) Otherwise in implementation of the terms of this Agreement; or

(e) In the opinion of counsel for the Company, necessary or appropriate to satisfy current requirements of the Code with respect to limited liability companies or any federal or slate securities laws or regulations.

Any amendment made pursuant to subsection (a), (d) or (e) may be made effective as of the date of this Agreement. All Members will be notified as to the substance of any amendment to this Agreement and upon request shall be furnished a copy thereof.

10.2 Other Amendments. All other amendments to this Agreement require the unanimous vote of all Class A Members.

ARTICLE XI
Power of Attorney

11.1 Appointment of Directors as Attorney. In order to facilitate amendments of this Agreement which require the signatures of each Member or a specified Member and a proposed additional or substituted Member and the preparation and signing of other documentation in connection with the Company, each Member by his or her signature hereto irrevocably makes, constitutes and appoints each Director, each person who shall hereafter become a Director, and each of them his true and lawful attorney in his name, place and stead with the power from time to time to make, execute, swear to, acknowledge, verify, deliver, file, record and publish:

(a) All certificates or other instruments which may be required to be filed by the Company under the laws of the State of Delaware or of any other state or jurisdiction in which the Company transacts business or in which the Board deems advisable to file;

(b) All documents, certificates or other instruments including, without limiting the generality of the foregoing, any and all amendments and modifications of this Agreement or of the instruments described in section 10.1 which may be required or deemed desirable by the Board to effectuate the provisions of any part of this Agreement and by way of extension and not in limitation to do all such other things as are necessary to continue the Company under the laws of the State of Delaware and of any state or jurisdiction in which it does business;

(c) All documents, certificates or other instruments deemed desirable by the Board or required in connection with amendments to this Agreement which the Board may make without the approval of any Member pursuant to section 10.1; and

(d) All documents, certificates or other instruments which may be required to effectuate the dissolution and termination of the Company or the organization of all new limited liability company occurring by the withdrawal, death, bankruptcy, liquidation, dissolution, adjudication of insanity or incompetency or other cessation of existence of the final Director as hereinbefore provided.

11.2 Power of Attorney Irrevocable. It is expressly intended by each Member that the foregoing power of attorney is a special power of attorney coupled with an interest in favor of each Director, and as such is irrevocable and will survive the death, incompetence or adjudication of insanity (and in the case of a Member that is not a natural person, the merger, dissolution or other termination of existence) of a Member.

11.3 Survival of Power of Attorney on Transfer. The foregoing power of attorney will survive the delivery of all assignment by any Member of the whole or any portion of its interest in the Company, except that where an assignee of such interest has been approved by the Board as a substituted Member, then the foregoing power of attorney of the assignor Member will survive the delivery of such assignment for the sole purpose of enabling a Director to execute, swear to, acknowledge and file any and all instruments necessary to effectuate such substitution. The power of attorney may be exercised by facsimile signature of a Director or by listing all of the Members executing, swearing to or acknowledging any instrument with a single signature of a Director, acting as attorney-in-fact for all of them.

ARTICLE XII
(This Article is Reserved.)

ARTICLE XIII
Miscellaneous

13.1 Notices. Any and all notices or other communications which may be sent to any Member will be sent to the address listed in Schedule A unless the Company is notified in writing of any change of address. Notices or other communications will be deemed to have been given only when hand delivered, deposited with the United States Post Office by registered or certified mail addressed as set forth above, or sent electronically with confirmation of receipt by the recipient party.

13.2 No Partition of Company Property. Each of the Members hereby irrevocably waives any and all rights, duties, obligations and benefits with respect to any action for partition of Company property or to compel any sale thereof. Further, all rights, duties, benefits and obligations, including inventory and appraisement of the Company assets or sale of a deceased Member's interest therein, provision for which is made in the Act, or on account of the operation of any other rule or law of any other jurisdiction to compel any sale or appraisement of Company assets or sale of a deceased Member's interest therein, are hereby waived and dispensed with and the interest in the Company of a deceased Member will be subject to the provisions of this Agreement.

13.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

13.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which constitute one agreement, notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. A copy of this Agreement executed by a Member in the form of facsimile, PDF document by electronic transmission or hard copy shall be accepted as an original.

13.5 Language Conventions; Captions. Words of any gender used in this Agreement include any other gender and words of the singular number include the plural (and vice-versa) when the sense requires. The captions to each Article and section are used only as a matter of convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect it.

13.6 Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understanding and agreements between them respecting the subject matter hereof, except for those Agreement incorporated herein such as the Confidentiality and Non-Disclosure Agreements. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not described herein.

13.7 Provisions Severable. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

13.8 Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of all Members and their respective legal representatives, heirs, permitted successors and permitted assigns.

(The Remainder of this Page has been Left Blank Intentionally.)

IN WITNESS WHEREOF, the parties have entered into this Agreement and have hereunto set their hands to multiple copies hereof to be effective as provided in section 13.4.

_____

Gino Donati

EXHIBIT A

SCHEDULE A TO OPERATING AGREEMENT

Schedule A to Open Games LLC Operating Agreement

Class A Members

Member	Address	Capital Contribution	Units	Percentage Interest
Gino Donati	1175 Washington St. Apt. 5 San Francisco, CA 94108	$105,000.00	9,550,000 (1,050,000 cash cont. + services rendered)	79.58%
Michael Allman	205 S. Helix Ave., Unit 69, Solona Beach, CA 92075	$50,000.00	750,000 (500,000 cash cont. + services redered)	6.25%
Sasha Gustin	2030 Lombard Street, 1 San Francisco, CA 94123	$30,000.00	300,000	2.50%
Paul Buran	1354 Sacramento Street, #2, San Francisco CA 94109	$20,000.00	200,000	1.67%
Andrew Dude	2200 Sacramento Street Apt. 307, San Francisco CA 94115	$20,000.00	200,000	1.67%
Embaradero Games, LLC	4645 East Cotton Gin	$100,000.00	1,000,000	8.33%

	Loop, Phoenix, AZ 85040			
	Total	$325,000.00	12,000,000	100%

Agreed and accepted:

Gino Donati, CEO/Founder: _____ Date: _____

§18-607(a) of the Act

§ 18-607. Limitations on distribution.

(a) A limited liability company shall not make a distribution to a member to the extent that at the time of the distribution, after giving effect to the distribution, all liabilities of the limited liability company, other than liabilities to members on account of their limited liability company interests and liabilities for which the recourse of creditors is limited to specified property of the limited liability company, exceed the fair value of the assets of the limited liability company, except that the fair value of property that is subject to a liability for which the recourse of creditors is limited shall be included in the assets of the limited liability company only to the extent that the fair value of that property exceeds that liability. For purposes of this subsection (a), the term "distribution" shall not include amounts constituting reasonable compensation for present or past services or reasonable payments made in the ordinary course of business pursuant to a bona fide retirement plan or other benefits program.