

DECEMBER 5, 2013
PLAOR, INC.
TERM SHEET

LEASED PREMISES AND OTHER CONSIDERATION:

Suite #605 consisting of approximately 10,000 square feet of area on the 6th Floor of 12 Channel Street (the "Building") within the Marine Industrial Park in South Boston.

LEASE TERM:

The Lease Term shall begin January 1, 2014 (the "Term Commencement Date") and shall expire February 28, 2019 (the "Term Expiration Date").

PERMITTED USES FOR PREMISES:

The Leased Premises are to be used exclusively for the creation and development of high quality entertainment and gaming software and ancillary offices thereto (the "Permitted Uses").

BUILDING HOURS:

Lessee shall have unlimited access to the Leased Premises to conduct the Permitted Uses. Lessee may have access to and use of the common loading areas and freight elevators during building hours of operation which are 6:00 AM – 11:00 PM Monday through Friday and 6:00 AM to 6:00 PM on Saturday, excluding Federal Holidays.

CONDITION OF PREMISES AND OTHER CONSIDERATION:

Lessee acknowledges that they are familiar with the Leased Premises and Other Consideration and agree to accept them in "as-is" condition.

HAZARDOUS MATERIALS:

Lessee shall not use, generate, store, or dispose of, or permit the use, generation, storage or disposal of unauthorized Hazardous Materials on or about the Leased Premises or the Building. If Tenant breaches its obligations under this Section, Landlord may immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from Tenant's use, generation, storage or disposal of Hazardous Materials. Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against any and all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees and cost of cleanup and remediation) arising from Tenant's failure to comply with these provisions. The term "**Hazardous Materials**" means any substance, material, or waste which is now or hereafter classified or considered to be hazardous, toxic, or dangerous under any Law relating to pollution or the protection or regulation of human health, natural resources or the environment, or poses or threatens to pose a hazard to the health or safety of persons on the Leased Premises or in the Building. This indemnity provision shall survive termination or expiration of the proposed Lease.

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SECURITY DEPOSIT:

To equal two months Fixed Rent. All interest earned shall accrue to Landlord.

INSURANCE:

Lessee shall maintain coverage of \$3,000,000 for personal injury and property damage, \$1,000,000 for automobile liability plus \$3,000,000 for excess liability with EDIC named as additional insured.

SUBLEASING AND ASSIGNMENT:

Lessee shall not sublet or assign any part or all of the Leased Premises without in each case obtaining Landlord's prior written consent.

ADDITIONAL RENT:

Lessee is responsible, on a monthly basis, for paying its proportionate share (as measured by its percentage of the buildings leasable area) of Landlord's estimated annual cost for **gas heat, trash compactor fees, and general maintenance** plus it shall pay for its use of the trash compactor on a **per use basis**. Lessee shall also pay on a monthly basis, its proportionate share (as measured by its percentage of the Marine Industrial Park's total leasable area building area) of the cost to Landlord of providing **general maintenance, snow removal, security, street lighting, landscaping, and other services** provided by the Landlord to the Marine Industrial Park.

UTILITIES:

Lessee shall make arrangements to separately meter and pay utility provider for **electricity, gas and water** usage in the Leased Premises.

CONSTRUCTION and TENANT IMPROVEMENT ALLOWANCE:

Landlord will provide Lessee with a Tenant Improvement Allowance ("TIA") of \$12.50 per square foot for a total not to exceed \$125,000. Subject to the conditions below, Landlord will pay Lessee's contractors directly, or reimburse Lessee if deemed more expeditious and agreeable to both parties, for the costs to build out and improve the Premises for costs up to but not to exceed the TIA. TIA may be used toward reasonable and customary improvements including but not limited to demolition, carpet, paint, remodeling, lighting, and initial air conditioning inspection and servicing.

Lessee is responsible for obtaining any and all permits and licenses which may be required in order for Lessee's use of the Leased Premises to be in conformance with local, state, and federal laws. Lessee is further responsible to supervise and monitor all construction activities.

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All improvements to the Leased Premises shall be at Lessee's sole expense above the TIA and all plans and specifications must be prepared by a registered Architect or Engineer and must be reviewed and approved by Landlord's designated representative prior to construction. Such approval shall not be unreasonably denied.

Landlord does not issue building permits on behalf of the City of Boston.

FIXED RENT:

Fixed Rent for the Leased Premises shall be billed monthly as follows:
10,000 Square Feet

	PSF	ANNUAL
March 1, 2014 – February 28, 2015	\$16.50	\$165,000
March 1, 2015 – February 28, 2016	\$16.50	\$165,000
March 1, 2016 – February 28, 2017	\$17.00	\$170,000
March 1, 2017 – February 28, 2018	\$17.50	\$175,000
March 1, 2018 – February 28, 2019	\$18.05	\$180,500

BROKERAGE:

Tenant acknowledges that it has had no involvement in this real estate transaction with a real estate brokerage firm. Lessee covenants to pay and hold harmless against any and all loss, cost, expense, or liability incurred by Landlord for any compensation, commissions and charges claimed by any broker or agent other than Broker with respect to this Lease or any extension thereof.

OCCUPANCY LOGISTICS:

Lessee currently occupies approximately 4,594 square feet on the 6th floor of 12 Channel Street ("Current Premises"). Lessee shall be permitted to occupy the Current Premises until the Fixed Rent Commencement Date. Lessee shall continue to pay rent for the Current Premises until the Fixed Rent Commencement Date however Tenant shall not be obligated to pay rent for both Premises for the same calendar month.

NON-REFUNDABLE INITIAL DEPOSIT:

Fifteen Thousand Dollars (\$15,000) payable upon signing of this letter of intent shall constitute the Initial Deposit. The deposit is to be held by Landlord and credited towards the Security Deposit. The Initial Deposit shall be returned only in the event that the EDIC Board fails to approve the terms and conditions of this letter of Intent.

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PARKING:

One parking space will be provided for Tenant's exclusive use at a convenient site to be determined by EDIC. In addition, Landlord's "in common" visitor short-term metered parking is also available for Tenant's invitees only in front of the building. Parking is also available in the public parking garage for tenants, employees, invitees, and the general public at a daily and monthly market rate. The current monthly rate is \$150.00.

EMPLOYMENT OF BOSTON RESIDENTS:

Lessee understands that the Leased Premises are leased as part of an overall program to provide jobs for unemployed and underemployed persons of the City of Boston. In hiring new employees for its business operations on the Leased Premises, Lessee agrees that it shall use best efforts to hire at least fifty (50%) percent residents of the City and to include low and moderate-income persons. In addition Lessee shall make best efforts to hire twenty-five (25%) percent minorities and ten (10%) percent women.