

THIRD-PARTY TRUSTEE AGREEMENT

This THIRD-PARTY TRUSTEE Agreement (“Agreement”) is executed as of the date of first issuance of unsecured notes (the “Notes”), by and among “GAMES”, a California limited liability company (“Company”), “COMPLETION FUND”, a California limited liability company (“THIRD-PARTY TRUSTEE”), and _____, on behalf of each person who is a holder of Notes in the original principal amount of \$10,000 each (subject to fractional Notes being issuable), whose name appears on the Note register maintained by the Company (or their designated assigns) (collectively referred to as “Holders”).

RECITALS:

The Notes are unsecured obligations of the Company, to be administered as specified in the Company’s confidential private placement memorandum dated _____, 2010 (the “Memorandum”) for sale of the Notes. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Memorandum.

CLAUSES:

In consideration of the mutual covenants and promises of the parties, the parties agree as follows:

1. Appointment of THIRD-PARTY TRUSTEE. Holders appoint THIRD-PARTY TRUSTEE to act acts “For the Benefit of..” (“FBO”) to take all actions to enforce the rights of the Holders under the Notes, including, without limitation, the institution of and prosecution of lawsuits and taking all other actions relating to the enforcement of the Holders’ rights.

2. Default Under Notes. Upon THIRD-PARTY TRUSTEE’s receipt of notice from a Holder or from the Company that the Company has defaulted in its obligations under his Notes, which default is not timely cured as provided in the Notes, the THIRD-PARTY TRUSTEE shall promptly send written notice to each of the Holders of Notes which describes the nature of the default. Such notice shall also include one or more possible courses of action to be pursued in connection with such default. The THIRD-PARTY TRUSTEE shall take the action which is approved in writing by a majority-in-interest (i.e., over fifty percent (50%) of the aggregate original principal amount of the Notes then outstanding, excluding any Notes held by any Affiliates of the Company) and not in number of the Holders (hereinafter a “Majority”); provided, however, the THIRD-PARTY TRUSTEE need not take any proposed action unless it receives from the Holders a sufficient

advance payment against prospective fees to render it comfortable in undertaking such action. Should any Holder not pay its proportionate share of any THIRD-PARTY TRUSTEE fee assessment, then such Holder shall nonetheless be liable therefor (on a nonrecourse basis, to the extent of the value of its Note) and further directs the Company and THIRD-PARTY TRUSTEE to deduct and pay over to the THIRD-PARTY TRUSTEE, together with interest at eight percent (8%) per annum, such amount from the next proceeds payable to such Holder with respect to its Note.

3. Compensation of a THIRD-PARTY TRUSTEE. In consideration for performing its duties under this Agreement, the Company agrees to pay THIRD-PARTY TRUSTEE a fee of _____ percent (0.____%) per annum (payable on a calendar quarter basis) of the principal amount outstanding from time-to-time with respect to the Notes and, in case of a default, the Holders agree to pay THIRD-PARTY TRUSTEE the regular hourly rates which THIRD-PARTY TRUSTEE may charge for services plus reimbursement for all out-of-pocket costs, including fees of attorneys and other associated professionals and expenses. The Holders direct the Company and THIRD-PARTY TRUSTEE to deduct any amounts payable by the Holders from the first proceeds otherwise payable to each Holder to the extent such Holder has not advanced his *pro rata* share thereof to THIRD-PARTY TRUSTEE.

4. Written Direction Upon Majority of Holders; Note Amendment. In carrying out its duties under this Agreement, the THIRD-PARTY TRUSTEE shall abide by the direction of a Majority of the Holders. A Majority of the Holders may direct the THIRD-PARTY TRUSTEE to take specific action to enforce the rights of the Holders under the Notes. Alternatively, a Majority of the Holders may authorize the THIRD-PARTY TRUSTEE to pursue, or elect not to pursue, one or more remedies as the THIRD-PARTY TRUSTEE, in its sole discretion, shall determine. Notwithstanding the foregoing, any amendment to the Notes that would amend, waive or otherwise change (i) the payment of principal, interest or other amounts payable under the Notes, (ii) the dates on which payments are to be made under the Notes, or (iii) the terms of the Notes related to the requirements for amending the Notes, shall require the direction of Holders representing 75% or more of the aggregate principal amount of the Notes then outstanding, excluding any Notes held by any Affiliates of the Company (hereinafter a "Super Majority").

5. Voting. All actions and votes of the Holders required or permitted under the terms of this Agreement or the Notes shall be conducted pursuant to the following terms and provisions:

(a) The Holder of each Note shall have the right to cast the number of votes determined by dividing the original principal balance of the Note of such Holder by the total aggregate amount of the original principal balance of all Notes then outstanding.

(b) All votes of the Holders shall be taken with or without a meeting, as determined by the THIRD-PARTY TRUSTEE.

(c) In connection with each vote, the THIRD-PARTY TRUSTEE shall provide each Holder the following:

(i) a ballot providing for each Holder to cast its number of votes for or against each matter being voted upon;

(ii) a statement that each Holder's ballot must be received by the THIRD-PARTY TRUSTEE within thirty (30) days from the date on which such ballots are deposited in the United States mail, postage prepaid, or otherwise delivered to the Holders; and

(iii) an envelope self-addressed to the THIRD-PARTY TRUSTEE.

(d) All ballots must be returned to the THIRD-PARTY TRUSTEE not later than the date indicated above. Ballots received after such thirty (30) day period shall be considered void.

(e) No later than ten (10) days after the date indicated on the ballot pursuant to Subsection (c)(ii) above the THIRD-PARTY TRUSTEE shall count the votes. All votes returned or received after the thirty (30) day period shall not be counted. The THIRD-PARTY TRUSTEE shall, within ten (10) days after tallying the votes, notify the Holders of the outcome of said vote by written notice.

(f) Should a deadline fall on a weekend or holiday, the applicable time period shall be extended to the end of the next business day.

6. Notices. All notices required or permitted to be given shall be in writing and may be delivered personally to the person to whom it is authorized to be given, or sent by registered, certified or first class mail, postage paid, addressed as follows (or such other address as the party entitled to notice shall provide to the other parties hereto from time-to-time):

To the Company: "GAMES"
Address

To each Holder: At the address of record in the Company's offices.

7. Indemnification of THIRD-PARTY TRUSTEE. Holders acknowledge that THIRD-PARTY TRUSTEE is acting as their agent and attorney in fact as set forth above and each agrees to indemnify, hold harmless and defend THIRD-PARTY TRUSTEE, its employees, agents, attorneys, subcontractors and assigns (collectively, the “Indemnitees”) against all claims, actions, damages and expenses of any kind arising out of or in connection with the THIRD-PARTY TRUSTEE’s actions taken under this Agreement, or services taken with respect to this Agreement or reasonably believed to be in the scope of the Indemnitee’s authority, provided that the Indemnitee in question has not acted with willful misconduct or fraud in connection with its actions.

8. Successors. Should THIRD-PARTY TRUSTEE wish to resign from its responsibilities hereunder, it may do so upon delivery of fifteen (15) days’ prior notice to the parties hereto; in such event, or should the Holders seek to elect a new party to assume THIRD-PARTY TRUSTEE’s obligations hereunder, they may do so upon approval in writing of a Majority of the Holders and delivery of notice to THIRD-PARTY TRUSTEE and to the Company, which shall promptly disseminate said notice to the other parties hereto.

9. Removal. The Holders of a Majority of the Notes may remove the THIRD-PARTY TRUSTEE and/or replace the THIRD-PARTY TRUSTEE with a substitute THIRD-PARTY TRUSTEE (“Substitute THIRD-PARTY TRUSTEE”). Any such removal shall be effective only after thirty (30) days prior written notice is provided to THIRD-PARTY TRUSTEE that the removal has been approved (or such shorter period of time as is mutually agreed upon by THIRD-PARTY TRUSTEE and the Noteholders).

10. Counterparts. This Agreement may be executed simultaneously in multiple counterparts with separate signature pages, each such counterpart shall be considered an original, but all of which together shall constitute one in the same instrument. Following appointment as a Substitute THIRD-PARTY TRUSTEE by approval of a Majority of the Noteholders, the Substitute THIRD-PARTY TRUSTEE will be deemed to be a party to this Agreement as if he or it had executed a counterpart as the original THIRD-PARTY TRUSTEE hereof.

11. Severability. If any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed hereon by any court or other governmental body, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

12. Applicable Law. This Agreement shall be governed as to validity, interpretation, effect and in all other respects by the laws and decisions of the State of Illinois.

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HOLDERS:

By: _____
Name
on behalf of each of the Holders per power of
attorney

THIRD-PARTY TRUSTEE:

“COMPLETION FUND”

By: _____
Name

COMPANY:

“GAMES”,
a California limited liability company

By: _____
Name

EXHIBIT A
SCHEDULE OF NOTEHOLDERS

<u>NAME/ADDRESS</u>	<u>PRINCIPAL AMOUNT</u>
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