**UNITED STATES**
**SECURITIES AND EXCHANGE COMMISSION**
**WASHINGTON, D.C. 20549**

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# FORM 8-K
# CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF THE**
**SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): August 9, 2019

ALLIED ESPORTS ENTERTAINMENT, INC.
(Exact Name of Registrant as Specified in Charter)

| **Delaware** | **001-38226** | **82-1659427** |
|---|---|---|
| (State or other jurisdiction of incorporation) | (Commission File Number) | (I.R.S. Employer Identification No.) |

17877 Von Karman Avenue, Suite 300
Irvine, California, 92614
(Address of Principal Executive Offices) (Zip Code)

(949) 225-2600
(Registrant's Telephone Number, Including Area Code)

Black Ridge Acquisition Corp., c/o Black Ridge Oil & Gas, Inc., 110 North 5th Street, Suite 410, Minneapolis, MN 55403
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

[_] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[_] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[_] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[_] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e 4(c))

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|---|---|
| Common Stock | AESE | The NASDAQ Stock Market LLC |
| Warrants | AESEW | The NASDAQ Stock Market LLC |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

**Item 1.01. Entry into Material Definitive Agreement.**

As disclosed under the sections entitled "*The Merger Proposal*" and "*The Agreement*" beginning at pages 56 and 77, respectively, of the definitive proxy statement (the "Proxy Statement") filed with the Securities and Exchange Commission (the "Commission") on June 12, 2019 by Black Ridge Acquisition Corp. ("Black Ridge"), now known as Allied Esports Entertainment, Inc. (the "Company"), and as updated pursuant to the supplement to the Proxy Statement filed with the Commission on August 6, 2019 (the "Proxy Supplement"), Black Ridge entered into an Agreement and Plan of Reorganization, dated as of December 19, 2018 (the "Agreement"), with Black Ridge Merger Sub Corp. ("Merger Sub"), Allied Esports Media, Inc. (f/k/a Allied Esports Entertainment, Inc.) ("AEM"), Noble Link Global Limited ("Noble"), Ourgame International Holdings Ltd. ("Ourgame"), and Primo Vital Ltd. ("Primo"). Pursuant to the Agreement, on the closing date, Noble would merge with and into AEM (the "Redomestication Merger") with AEM being the surviving entity of the Redomestication Merger, and immediately after the Redomestication Merger, Merger Sub would merge with and into AEM (the "Transaction Merger" and together with the Redomestication Merger, the "Mergers"), with AEM being the surviving entity of the Transaction Merger and becoming a wholly-owned subsidiary of the Company.

On August 5, 2019, the Company entered into an amendment to the Agreement (the "Amendment"). The Amendment reduced the closing condition originally contained in the Agreement requiring Black Ridge to have minimum cash on hand following the proper exercise of conversion rights by the holders of public shares from at least $80,000,000 to $22,000,000 (the "Cash Closing Condition"). The Agreement also originally provided for the Company to repay $35,000,000 of indebtedness of the entities which collectively comprise Allied Esports ("Allied Esports" or "AEII") and the World Poker Tour® (hereinafter collectively referred to as "WPT") owed to Ourgame in cash at the closing of the transactions. Pursuant to the Amendment, the parties agreed that instead of paying the full $35,000,000 in cash at the closing, the Company would (i) assume $10,000,000 of the debt obligations of Ourgame and Noble (including an additional $1,200,000 of accrued interest) and (ii) repay Ourgame the remaining balance of $23,800,000 by (a) paying $3,500,000 in cash to Ourgame and its designees, (b) issuing to Ourgame and its designees 2,928,679 shares of the Company's common stock, and (c) Ourgame retaining $1,000,000 of the proceeds of such loans to pay its transaction expenses incurred in the Mergers (as defined below). Black Ridge Oil & Gas, Inc., the Company's sponsor (the "Sponsor") also agreed to transfer an aggregate of 600,000 shares of the Company's common stock held by it to Ourgame.

Additionally, on August 5, 2019, the Company entered into an amendment and acknowledgement agreement (the "Acknowledgement Agreement") pursuant to which Allied Esports and WPT amended the terms of a bridge financing, pursuant to which a series of convertible promissory notes (the "Notes") were previously issued, whereby bridge holders provided $14 million to be used for the operations of Allied Esports and WPT. Pursuant to the Acknowledgement Agreement, the bridge holders have agreed to defer repayment of the Notes to one year and two weeks following the closing of the Mergers (the "Closing," and the maturity date of the Notes, the "Maturity Date"). In consideration of agreeing to the deferred repayment, the bridge holders will be paid an additional six months of interest (i.e., a total of 18 months interest) to the extent any bridge holder elects not to convert their Note to equity. The Company agreed to assume the debt under the Notes as part of the Mergers, and agreed that the debt will be secured by all the assets of the Company following the Closing. The Sponsor also agreed that following the Closing, it would not make any further transfer of its initial shares, subject to certain exceptions, until the debt is repaid. The Notes are convertible at any time by a holder between the Closing and the Maturity Date, into shares that are freely tradable without restriction, at the lesser of $8.50 per share or the price at which shares are issued to Ourgame or its affiliates in connection with the Mergers.

On August 9, 2019, Black Ridge held a special meeting of stockholders (the "Special Meeting"), at which the Black Ridge stockholders considered and adopted, among other matters, a proposal to approve the Merger Agreement and the transactions contemplated thereby, including the Mergers.

Pursuant to the terms and subject to the conditions set forth in the Agreement, as amended by the Amendment (collectively, the "Merger Agreement"), following the Special Meeting, on August 9, 2019 (the "Closing Date"), Noble merged with and into AEM with AEM being the surviving entity of the Redomestication Merger, and immediately after the Redomestication Merger, Merger Sub merged with and into AEM, with AEM being the surviving entity of the Transaction Merger and becoming a wholly-owned subsidiary of the Company. As part of the Closing, Ourgame agreed to reduce the Cash Closing Condition to $20.8 million. As a result of the Mergers, the Company is now the owner of Allied Esports and WPT. Allied Esports is a premier esports entertainment company with a global network of dedicated esports properties and content production facilities. WPT is the creator of the World Poker Tour – the premier name in internationally televised gaming and entertainment with brand presence in land-based tournaments, television, online and mobile.

Item 2.01 of this Current Report on Form 8-K (the "Report") discusses the consummation of the Mergers and various other transactions and events contemplated by the Merger Agreement (collectively, the "Transactions") and is incorporated herein by reference.

**Item 2.01. Completion of Acquisition or Disposition of Assets.**

As described above, on August 9, 2019, Black Ridge held the Special Meeting, at which the Black Ridge stockholders considered and adopted, among other matters, a proposal to approve the Merger Agreement and the Transactions contemplated thereby. On the same date, the parties consummated the Mergers.

Holders of 12,261,851 shares of Black Ridge common stock sold in its initial public offering ("public shares") exercised their rights to convert those shares to cash at a conversion price of approximately $10.29 per share, or an aggregate of approximately $126.2 million. 9,246,727 of such shares were redeemed in advance of Black Ridge's special meeting held on July 9, 2019, and the remaining 3,015,124 were converted in advance of the Special Meeting.

As a result of the Mergers, among other things, pursuant to the Merger Agreement, the Company issued to the former owners of Allied Esports and WPT (i) an aggregate of 11,602,754 shares of common stock and (ii) five-year warrants to purchase an aggregate of 3,800,003 shares of common stock at a price per share of $11.50. Additionally, the former owners of Allied Esports and WPT will be entitled to receive their pro rata portion of an aggregate of an additional 3,846,153 shares of common stock if the last sales price of the Company's common stock reported on the Nasdaq Capital Market equals or exceeds $13.00 per share (as adjusted for stock splits, dividends, and the like) for 30 consecutive trading days at any time during the five-year period after the consummation of the Mergers.

Pursuant to the terms of the Amendment, at the Closing, the Company also issued the following shares of its common stock: (i) 744,422 shares to management of WPT in satisfaction of profit participation agreements; (ii) 144,158 shares for prior bonus amounts owed to Adam Pliska, the President of the Company post-Closing and the CEO of WPT; (iii) 197,268 shares to finders (one of whom is Adam Pliska, who received 98,634 of such shares), and (iv) 1,842,831 shares to Primo Vital Limited in cancellation of $12,144,260 of debt owed by Allied Esports and WPT.

In July and August 2019, the Company entered into subscription agreements with several third parties (the "Subscribers") pursuant to which the Subscribers agreed to purchase an aggregate of $18,000,000 of shares of the Company's common stock in open market or privately negotiated transactions. Subscribers that were unable to purchase their full amount of shares of common stock in open market or privately negotiated transactions purchased 478,932 shares of common stock from the Company at Closing for $10.30 per share. One of the agreements also contains certain restrictions on the use of cash from the purchase following the closing of the Mergers. At the Closing, the Company issued to the Subscribers 262,136 shares of common stock pursuant to the agreements with the Subscribers representing 1.5 shares of common stock for every 10 shares purchased by them under the purchase agreements. Additionally, Black Ridge Oil & Gas, Inc., the Company's sponsor from its initial public offering (the "Sponsor"), transferred an aggregate of 720,000 shares held by it to the Subscribers.

After giving effect to the Transactions, there are currently 23,088,700 shares of the Company's common stock issued and outstanding. Upon the Closing, the Company's common stock and warrants commenced trading on the Nasdaq Capital Market under the symbols "AESE" and "AESEW," subject to ongoing review of the Company's satisfaction of all listing criteria post-business combination.

As noted above, the aggregate conversion price of $126.2 million was paid to holders of public shares electing conversion from the Company's trust account, and the remaining balance immediately prior to the Closing of approximately $15.9 million remained in the trust account. Of the remaining amount in the trust account, (i) approximately $2.3 million was used to pay transaction expenses and (ii) the balance of approximately $13.6 million was released to the Company to be used for working capital purposes.

Of the shares of the Company's common stock and warrants issued as consideration for the Mergers, an aggregate of 1,160,275 shares of common stock and warrants to purchase an aggregate of 380,000 shares of common stock ("Escrow Securities") were placed in escrow pursuant to an escrow agreement ("Indemnity Escrow Agreement") entered into by the Company, Continental Stock Transfer & Trust Company, as escrow agent, and a representative of the former owners of Allied Esports and WPT. The Escrow Securities provide a fund of payment to the Company with respect to its post-closing rights to indemnification under the Merger Agreement for breaches of representations and warranties and covenants by the other parties to the agreement. Claims for indemnification will be reimbursable to the full extent of the damages in excess of a $500,000 deductible (but in no event in excess of the securities held in escrow). The Escrow Securities shall be released from escrow, subject to reduction for shares cancelled for claims ultimately resolved and those still pending resolution at the time of the release, on August 9, 2020 (the one-year anniversary of the Closing).

**FORM 10 INFORMATION**

Item 2.01(f) of Form 8-K states that if the registrant was a shell company, as the Company was immediately before the Mergers, then the registrant must disclose the information that would be required if the registrant were filing a general form for registration of securities on Form 10. Accordingly, the Company is providing below the information that would be included in a Form 10 if it were to file a Form 10. Please note that the information provided below relates to the combined company after the consummation of the Mergers, unless otherwise specifically indicated or the context otherwise requires.

***Business***

The business of the Company is described in the Proxy Statement in the section entitled "*Business of Allied Esports and WPT*" beginning on page 134 and that information is incorporated herein by reference.

***Risk Factors***

The risks associated with the Company's business are described in the Proxy Statement in the section entitled "*Risk Factors*" beginning on page 28 and are incorporated herein by reference.

***Financial Information***

Reference is made to the disclosure set forth in Section 9.01 of this Report concerning the financial information of the Company.

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF ALLIED ESPORTS AND WPT**

*The following discussion and analysis of AEII/WPT's financial condition and results of operations should be read in conjunction with AEII/WPT's combined financial statements and related notes included herein. In addition to historical combined financial information, the following discussion contains forward-looking statements that reflect AEII/WPT's plans, estimates, or beliefs. Actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this Current Report on Form 8-K and in the Proxy Statement, particularly in "Risk Factors." AEII/WPT and BRAC assume no obligation to update any of these forward-looking statements.*

**Results of Operations**

**Six Months Ended June 30, 2019 Compared to Six Months Ended June 30, 2018**

| | Six Months ended June 30, | | Increase | Percentage of revenue Six Months ended June 30, | |
|---|---|---|---|---|---|
| (in thousands except percentage of revenue data) | 2019 | 2018 | (Decrease) | 2019 | 2018 |
| Revenues: | | | | | |
| Multiplatform content | $ 2,509 | $ 1,172 | $ 1,337 | 18.5% | 12.1% |
| Interactive | 4,764 | 4,681 | 83 | 35.1% | 48.2% |
| In-person experiences | 6,300 | 3,866 | 2,434 | 46.4% | 39.8% |
| Total revenues | 13,573 | 9,719 | 3,854 | 100.0% | 100.0% |
| **Costs and expenses:** | | | | | |
| Multiplatform (exclusive of depreciation and amortization) | 2,121 | 1,054 | 1,067 | 15.6% | 10.8% |
| Interactive (exclusive of depreciation and amortization) | 1,406 | 1,290 | 116 | 10.4% | 13.3% |
| In-person (exclusive of depreciation and amortization) | 1,491 | 2,778 | (1,287) | 11.0% | 28.6% |
| Online operating expenses | 530 | 1,771 | (1,241) | 3.9% | 18.2% |
| Selling and marketing expenses | 1,939 | 2,841 | (902) | 14.3% | 29.2% |
| General and administrative expenses | 8,666 | 8,494 | 172 | 63.8% | 87.4% |
| Depreciation and amortization | 3,418 | 3,336 | 82 | 25.2% | 34.3% |
| Impairment of investment in ESA | 600 | 4,338 | (3,738) | 4.4% | 44.6% |
| **Loss from operations** | (6,598) | (16,183) | 9,585 | -48.6% | -166.5% |
| Loss on equity method investment | – | – | – | 0.0% | 0.0% |
| Interest expense, net | (67) | (1,313) | 1,246 | -0.5% | -13.5% |
| Other income | – | (116) | 116 | 0.0% | -1.2% |
| **Net loss** | $ (6,665) | $ (17,612) | $ 10,947 | -49.1% | -181.2% |
| Net loss attributed to non-controlling interest | – | 2,804 | (2,804) | – | 28.9% |
| Net loss attributed to Parent | (6,665) | (14,808) | 8,143 | -49.1% | -152.4% |

*Revenues*

Multiplatform content revenues increased by approximately $1.337 million, or 114%, to approximately $2.5 million for the six months ended June 30, 2019 from approximately $1.2 million for the six months ended June 30, 2018. The increase in multiplatform revenues all relate to the WPT business with increases in distribution revenue of approximately $551 thousand and approximately $545 thousand of music revenue. Sponsorship and Advertising revenue also increased by $241 thousand.

Interactive revenues increased by approximately $83 thousand, or 2%, to approximately $4.8 million for the six months ended June 30, 2019 from approximately $4.7 million for the six months ended June 30, 2018. The increase in interactive revenues all relates to the WPT business and pertains to an increase in product licensing revenue of approximately $83 thousand. Other revenue increased approximately $22 thousand. WPT managed social gaming in-house in 2018, but has licensed out the product resulting in a $417 thousand decrease in the 2019 period as compared to the 2018 period. This is offset by an increase in 3rd party virtual products revenue of approximately $432 thousand. Subscription revenue decreased by $37 thousand.

In-person experiences revenues increased by approximately $2.4 million, or 63%, to approximately $6.3 million for the six months ended June 30, 2019 from approximately $3.9 million for the six months ended June 30, 2018. The increase in in-person revenues is driven by AEII, particularly revenue generated from AEII's flagship Esports Arena Las Vegas, which opened its doors in March of 2018. AEI's revenues as a group increased by approximately $1.9 million for the six months ended June 30, 2019 compared to the same period in 2018. This was largely a result of increase in revenues at AEII's flagship Esports Arena Las Vegas and gaming truck events. WPT casino revenue increased approximately $545 thousand for the six months ended June 30, 2019 compared to the same period in 2018.

*Costs and expenses*

Multiplatform costs (exclusive of depreciation and amortization) increased by approximately $1.1 million, or 101%, to approximately $2.1 million for the six months ended June 30, 2019 from approximately $1.1 million for the six months ended June 30, 2018. The increase in multiplatform costs was due to an increase of $872 thousand in production cost, an increase of $196 thousand in commissions.

Interactive costs (exclusive of depreciation and amortization) increased by approximately $116 thousand, or 9%, to approximately $1.4 million for the six months ended June 30, 2019 from approximately $1.3 million for the six months ended June 30, 2018. The increase in interactive costs relates to increase in revenue share cost of $158 thousand in 2019 as compared to 2018. There was also an increase in platform fees of $59 thousand. There was an increase of $28 thousand in prize pool over the same period in 2018. This is offset by the lower processing fees of $97 thousand, fewer chargebacks of $25 thousand and reduced other costs of $7 thousand.

In-person costs (exclusive of depreciation and amortization) decreased by approximately $1.3 million, or 46%, to approximately $1.5 million for the six months ended June 30, 2019 from approximately $2.8 million for the six months ended June 30, 2018. The decrease in in-person costs was due to the reduction in expenses related to the Esports Arenas Santa Ana and Oakland which are not consolidated in the six months ended June 30, 2019 due to the reduction in ownership. Therefore, no costs were included in these arenas for the six months ended June 30, 2019.

Online operating expenses decreased by approximately $1.2 million, or 70%, to approximately $0.5 million for the six months ended June 30, 2019 from approximately $1.8 million for the six months ended June 30, 2018.

WPT had a decrease in online expenses of approximately $891 thousand due to a decrease in development and hosting for the WPT platform.

Selling and marketing expenses decreased by approximately $0.9 million, or 32%, to approximately $1.9 million for the six months ended June 30, 2019 from approximately $2.8 million for the six months ended June 30, 2018. The decrease in selling and marketing expenses is partially related to a decrease in AEI's advertising and promotion expense of approximately $524 thousand primarily pertaining to the grand opening of AEI's flagship arena in Las Vegas in early 2018, WPT had additional decreases in advertising costs of approximately $89 thousand for the ClubWPT and PlayWPT products, $94 thousand decrease in agency and other promotional activities, and $210 thousand decrease in the costs incurred at events.

General and administrative expenses increased by approximately $0.2 million, or 2%, to approximately $8.7 million for the six months ended June 30, 2019 from approximately $8.5 million for the six months ended June 30, 2018. The increase in general and administrative expenses related primarily to the WPT business increase in general and administrative costs of approximately $1.7 million largely due to a credit of $0.8 million in 2018 resulting from a change in incentive structures. WPT also incurred $518 thousand in audit and legal costs in preparation for the transaction. WPT also incurred $264 thousand of additional rent relating to the new lease. AEII's general and administrative expenses decreased by $1.5 million due to a reduction in overall general corporate expenses that were related to grand opening of the flagship arena in Las Vegas as well as the exclusion of Esports Arenas Santa Ana and Oakland expenses due to deconsolidation in the six months ended June 30, 2019.

Depreciation and amortization increased by approximately $0.1 million, or 2%, to approximately $3.4 million for the six months ended June 30, 2019 from approximately $3.3 million for the six months ended June 30, 2018. The increase in depreciation and amortization relates to increased depreciation for AEII's flagship Esports Arena Las Vegas which was put into service in March of 2018 as well as the U. S. mobile arena truck which was purchased in January of 2018. The Company started depreciating the assets related to AEII's flagship Esports Arena Las Vegas in the second quarter of 2018. WPT depreciation and amortization decreased by $433 thousand for the six months ended June 30, 2019 compared to the same period in 2018 mostly due to assets becoming fully depreciated and amortized, and assets that were previously fully depreciated being written off.

Impairment of investment in ESA was approximately $0.6 million for the six months ended June 30, 2019 and $4.3 million for the six months ended June 30, 2018. The losses were the result of the derecognition and disposal of the assets, liabilities and equity of an investment made in 2018 by AEII for which AEII conveyed a portion of its membership interests to the former non-controlling interest members in order to reduce its ongoing contribution requirements, thus reducing its membership interest to 25 percent.

*Interest expense*

Interest expense, was approximately $0.1 million and approximately $1.3 million for the six months ended June 30, 2019 and 2018, respectively. The 2019 interest relates to $4.0 million of convertible debt incurred in April of 2019. All of the interest in the 2018 period was related to loans to AEII from its parent company and/or affiliates to fund operating and capital costs. The loans from its parent were converted to equity in November 2018.

**Year Ended December 31, 2018 Compared to Years Ended December 31, 2017**

| In thousands except percentage of revenue data | Years ended December 31, 2018 | Years ended December 31, 2017 | Increase (Decrease) | Percentage of revenue Year ended December 31, 2018 | Percentage of revenue Year ended December 31, 2017 |
|---|---|---|---|---|---|
| Revenues: | | | | | |
| Multiplatform content | $ 2,997 | $ 1,441 | $ 1,556 | 14.5% | 10.5% |
| Interactive | 9,175 | 7,792 | 1,383 | 44.5% | 57.0% |
| In-person experiences | 8,431 | 4,440 | 3,991 | 40.9% | 32.5% |
| Total revenues | 20,603 | 13,673 | 6,930 | 100.0% | 100.0% |
| **Costs and expenses:** | | | | | |
| Multiplatform (exclusive of depreciation and amortization) | 2,297 | 7,880 | (5,583) | 11.1% | 57.6% |
| Interactive (exclusive of depreciation and amortization) | 2,474 | 2,689 | (215) | 12.0% | 19.7% |
| In-person (exclusive of depreciation and amortization) | 2,554 | 969 | 1,585 | 12.4% | 7.1% |
| Online operating expenses | 2,245 | 1,744 | 501 | 10.9% | 12.8% |
| Selling and marketing expenses | 4,023 | 3,384 | 639 | 19.5% | 24.7% |
| General and administrative expenses | 18,442 | 10,341 | 8,101 | 89.5% | 75.6% |
| Depreciation and amortization | 6,711 | 4,207 | 2,504 | 32.6% | 30.8% |
| Impairment of investment in ESA | 9,683 | – | 9,683 | 47.0% | 0.0% |
| Impairment of deferred production costs and intangible assets | 1,005 | – | 1,005 | 4.9% | 0.0% |
| **Loss from operations** | (28,831) | (17,541) | (11,290) | -139.9% | -128.3% |
| Interest expense, net | (2,117) | (540) | (1,577) | -10.3% | -3.9% |
| Other income | (72) | (6) | (66) | -0.3% | 0.0% |
| **Net loss** | (31,020) | (18,087) | (12,933) | -150.6% | -132.3% |
| Net loss attributed to non-controlling interest | 404 | – | 404 | 2.0% | 0.0% |
| Net loss attributed to Parent | $ (30,616) | $ (18,087) | $ (12,529) | -148.6% | -132.3% |

*Revenues*

Multiplatform content revenues increased by approximately $1.6 million, or 108%, to approximately $3.0 million for the year ended December 31, 2018 from approximately $1.4 million for the year ended December 31, 2017. The increase in multiplatform revenues all relates to the WPT business with increases in distribution revenue of approximately $0.7 million, sponsorship revenue of approximately $0.2 million, television sponsorship revenue of approximately $0.5 million and approximately $0.2 million of music revenue.

Interactive revenues increased by approximately $1.4 million, or 18%, to approximately $9.2 million for the year ended December 31, 2018 from approximately $7.8 million for the year ended December 31, 2017. The increase in interactive revenues all relates to the WPT business and pertains to an increase in licensing revenue for virtual products.

In-person experience revenues increased by approximately $4.0 million, or 90%, to approximately $8.4 million for the year ended December 31, 2018 from approximately $4.4 million for the year ended December 31, 2017. The increase in in-person revenues is driven by revenue from AEII, particularly revenue generated from AEII's flagship Esports Arena Las Vegas, which opened its doors in March of 2018. AEII's revenues increased approximately $4.2 million when comparing the year ended December 31, 2018 compared to the same period in 2017, of which approximately $2.8 million was generated by Esports Arena Las Vegas, approximately $0.9 million was from the two Esports affiliates in Santa Ana and Oakland prior to their deconsolidation on August 1, 2018, approximately $0.4 million was generated by the U. S. mobile arena truck purchased in January of 2018 and approximately $0.4 million from increased revenues for the European mobile arena truck.

*Costs and expenses*

Multiplatform costs (exclusive of depreciation and amortization) decreased by approximately $5.6 million, or 71%, to approximately $2.3 million for the year ended December 31, 2018 from approximately $7.9 million for the year ended December 31, 2017. The decrease in multiplatform costs was due to the write-off in 2017 of approximately $3.7 million of production costs as deferred production costs were in excess of forecast revenues.

Interactive costs (exclusive of depreciation and amortization) decreased by approximately $0.2 million, or 8%, to approximately $2.5 million for the year ended December 31, 2018 from approximately $2.7 million for the year ended December 31, 2017. The decrease in interactive costs largely relates to lower processing fees in 2018 as compared to 2017 due to the mix of vendors.

In-person costs (exclusive of depreciation and amortization) increased by approximately $1.6 million, or 164%, to approximately $2.5 million for the year ended December 31, 2018 from approximately $1.0 million in for the year ended December 31, 2017. The increase in in-person costs relates to increased activity due to the opening of the Las Vegas flagship arena in March of 2018.

Online operating expenses increased by approximately $0.5 million, or 29%, to approximately $2.2 million for the year ended December 31, 2018 from approximately $1.7 for the year ended December 31, 2017. The increase in online expenses related to a increase in hosting fees for the WPT platform.

Selling and marketing expenses increased by approximately $0.6 million, or 19%, to approximately $4.0 million for the year ended December 31, 2018 from approximately $3.4 million for the year ended December 31, 2017. The increase in selling and marketing expenses related to an increase in AEII's advertising and promotion expense of approximately $1.0 million primarily pertaining to the grand opening of AEII's flagship arena in Las Vegas, offset in part by a decrease in advertising costs of approximately $0.2 million for the ClubWPT and PlayWPT products.

General and administrative expenses increased by approximately $8.1 million, or 78%, to approximately $18.4 million for the year ended December 31, 2018 from approximately $10.3 million for the year ended December 31, 2017. The increase in general and administrative expenses related primarily to increased general and administrative cost of approximately $9.8 million at AEII as it accelerated its activities with the opening of the Esports Arena Las Vegas and the U. S. mobile arena truck, and was comprised primarily of payroll and related costs, travel and professional services. Offsetting the increase at AEII, the WPT business had decreased general and administrative costs of approximately $1.7 million largely due to a $1.2 million decrease in stock-based payments as a change in incentive structures and $0.4 million in decreased legal costs and other associated costs due to a 2017 restructuring of WPT.

Depreciation and amortization increased by approximately $2.5 million, or 60%, to approximately $6.7 million for the year ended December 31, 2018 from approximately $4.2 million for the year ended December 31, 2017. The increase in depreciation and amortization relates to increased depreciation for AEII's flagship arena in Las Vegas which was put into service in March of 2018 as well as the U. S. mobile arena truck which was purchased in January of 2018

Impairment of investment in ESA was approximately $9.7 million for the year ended December 31, 2018. There was no similar loss on deconsolidation in the 2017 comparative period. The 2018 loss was the result of the impairment, derecognition and disposal of the assets, liabilities and equity of an investment made earlier in 2018 by AEII for which AEII conveyed a portion of its membership interests to the former non-controlling interest members in order to reduce its ongoing contribution requirements, thus reducing its membership interest to 25 percent.

Impairment of deferred production costs and intangible assets was approximately $1.0 million in 2018. Management determined that the projected cash flows from certain deferred production costs and intellectual property would not be sufficient to recover the carrying value of those assets. There was no comparable loss in 2017.

*Interest expense, net*

Interest expense, net, was approximately $2.1 million and approximately $0.5 million for the year ended December 31, 2018 and 2017, respectively. Of the interest expense, approximately $2.0 million in the 2018 period and all of the interest in the 2017 period was related to loans to AEII from its parent company and/or affiliates to fund operating and capital costs. The increase in interest expense is due to the increases in the note payable to Parent balance as advances continued to be made throughout the last quarter of 2017 and the year ended December 31, 2018. The remaining interest expense in 2018 relates to a $5 million line of credit entered into by AEII in May of 2018 and repaid in October, 2018.

*Net loss attributable to non-controlling interest*

Net loss attributable to non-controlling interest was approximately $0.4 million for the year ended December 31, 2018. This is due to attributing the non-controlling share of losses to minority shareholders from January through July 31, 2018 while AEII was the majority shareholder in ESA. There were no similar attributions of losses or net income in the 2017 comparative period.

**Liquidity and Capital Resources**

AEII/WPT's primary sources of liquidity and capital resources are cash on the balance sheet and borrowings from its parent. As of June 30, 2019, the Company had cash, a working capital deficit and Parent's net investment of approximately $7.0 million, $33.6 million and $17.4 million, respectively. For the six months ended June 30, 2019 and 2018, the Company incurred net losses of approximately $6.7 million and $17.6 million, respectively, and used cash in operations of $5.0 million and $10.0 million, respectively. The aforementioned factors raise substantial doubt about the Company's ability to continue as a going concern within one year after the issuance date of these condensed combined financial statements.

On May 15, 2019, Noble issued a series of secured convertible promissory notes (the "Notes") whereby investors provided Noble with $4 million to be used for the operations of AEII/WPT. The Notes accrue annual interest at 12%; provided that no interest is payable in the event the Notes are converted into Company Common Stock as described below. The Notes are due and payable on the first to occur of (i) the one-year anniversary of the issuance date, or (ii) the date on which a demand for payment is made during the time period beginning on the closing date of the Merger and the date that is three (3) months after the closing date of the Merger upon conversion of the Notes into equity as part of the Merger. If the note is paid by AEM or BRAC, the investor will receive one year of interest. As security for purchasing the Notes, the investors received a security interest in Allied Esports' assets (second to any liens held by the landlord of the Las Vegas arena for property located in that arena), as well as a pledge of the equity of all of the entities comprising WPT, and a guaranty of Ourgame and the Company. The debt is convertible into shares of BRAC common stock at $8.50 per share.

Additionally, on August 5, 2019, the Company entered into an amendment and acknowledgement agreement (the "Acknowledgement Agreement") pursuant to which Allied Esports and WPT amended the terms of a bridge financing, pursuant to which the Notes and another $10 million series of convertible promissory notes (collectively, the "Bridge Notes") were previously issued, whereby bridge holders provided $14 million to be used for the operations of Allied Esports and WPT. Pursuant to the Acknowledgement Agreement, the bridge holders have agreed to defer repayment of the Bridge Notes to one year and two weeks following the closing of the Mergers (the "Closing," and the maturity date of the Notes, the "Maturity Date"). In consideration of agreeing to the deferred repayment, the bridge holders will be paid an additional six months of interest (i.e., a total of 18 months interest) to the extent any bridge holder elects not to convert their Bridge Note to equity. The Company agreed to assume the debt under the Bridge Notes as part of the Mergers, and agreed that the debt will be secured by all the assets of the Company following the Closing. The Sponsor has also agreed that it will not make any further transfer of its initial shares, subject to certain exceptions, until the debt is repaid. The Bridge Notes are convertible at any time by a holder between the Closing and the Maturity Date, into shares that are freely tradable without restriction, at the lesser of $8.50 per share or the price at which shares are issued to Ourgame or its affiliates in connection with the Mergers.

Each Bridge Note holder will receive a Warrant to purchase shares of BRAC Common Stock in an amount equal to the product of (i) 3,800,000 shares, multiplied by (ii) the investor's investment amount, divided by (iii) $100,000,000. The Warrants will be subject to the exercise price and such other terms and conditions as determined by BRAC and Ourgame in the Merger; provided, however, the terms and conditions of the Warrant and the date of issuance of the Warrants shall be the same as the warrants to be issued to Ourgame, the Company and/or its affiliates in connection with the Merger.

If the investors in the bridge financing elect to convert their Bridge Notes into Company Common Stock, they would be entitled to receive additional shares of Company Common Stock (the "Earn-out Shares") equal to the product of (i) 3,846,153 shares, multiplied by (ii) the investor's investment amount, divided by (iii) $100,000,000, if at any time within five years after the closing date of the Merger, the last exchange-reported sale price of Company Common Stock trades at or above $13.00 for thirty (30) consecutive calendar days.

**Cash Flows from Operating, Investing and Financing Activities**

The tables below summarize cash flows for the six months ended June 30, 2019 and 2018, and the years ended December 31, 2018 and 2017.

| | Six months ended June 30, | | Year ended December 31, | |
|---|---|---|---|---|
| In thousands | 2019 | 2018 | 2018 | 2017 |
| Net cash provided by (used in): | | | | |
| Operating activities | $ (4,965) | $ (9,989) | $ (14,612) | $ (10,759) |
| Investing activities | (2,219) | (20,252) | (23,072) | (6,133) |
| Financing activities | 3,683 | 30,531 | 34,295 | 27,974 |

*Net Cash Used in Operating Activities*

Net cash used in operating activities primarily represents the results of operations exclusive of non-cash expenses, including depreciation, amortization, losses on disposal of assets, stock-based compensation and the impact of changes in operating assets and liabilities.

Net cash used in operating activities for the six months ended June 30, 2019 was approximately $5.0 million as compared to approximately $10.0 million for the six months ended June 30, 2018, a decrease of approximately $5.0 million. The primary driver for the decrease in cash used in operating activities was a decrease in the net loss to approximately $6.7 million for the six months ended June 30, 2019 from approximately $17.6 million in the comparable 2018 period. The reduction in loss was driven by increased sales, primarily from increased in-person revenues generated from AEII's flagship Esports Arena Las Vegas as well as an increase in Truck revenue and events revenue and a reduction in impairment expenses of approximately 3.7 million. Changes in operating working capital items (excluding cash, debt and balances due to Parent) increased cash used in operations by $2.4 million and $1.2 million for the six months ended June 30, 2019, and 2018 respectively.

Net cash used in operating activities for the year ended December 31, 2018 was approximately $14.6 million as compared to approximately $10.8 million for the year ended December 31, 2017, an increase of approximately $3.8 million. The primary driver for the increase in cash used in operating activities was the increase in general and administrative expenses and selling and marketing expenses which together represent approximately $8.7 million increase and result primarily from the growth of the operations of AEII, which was formed in 2016 and experienced an increase in activity with the construction and completion of its Las Vegas arena in 2018.

*Net Cash used in Investing Activities*

Net cash used in investing activities primarily relates to the purchase of property and equipment.

Net cash used in investing activities for the six months ended June 30, 2019 was approximately $2.2 million as compared to approximately $20.3 million for the six months ended June 30, 2018, a decrease of approximately $18.0 million. The primary driver for the decrease in cash used in investing activities was the construction and completion of AEII's Las Vegas arena in 2018.

Net cash used in investing activities for the year ended December 31, 2018 was approximately $23.1 million as compared to approximately $6.1 million for the year ended December 31, 2017, an increase of approximately $17.0 million. The primary driver for the increase in cash used in investing activities was the construction and completion of AEII's Las Vegas arena in 2018.

*Net Cash Provided by (Used in) Financing Activities*

Net cash provided by financing activities primarily relates to the proceeds from cash infusions from Ourgame in the form of notes or intercompany payables and the issuance of Allied Esports' line of credit and the issuance of convertible notes in 2019.

Net cash provided by financing activities for the six months ended June 30, 2019 was approximately $3.7 million as compared to approximately $30.5 million for the six months ended June 30, 2018, a net decrease of approximately $26.8 million. The primary driver for the decrease was a net decrease in cash infusions from Ourgame for the six months ended June 30, 2019 of $30.8 million as compared the comparable 2018 period offset by $4.0 million of convertible debt obtained in 2019. The cash infusions in the six months ended June 30, 2018 were primarily used for the construction and completion of AEII's Las Vegas arena.

Net cash provided by financing activities for the year ended December 31, 2018 was approximately $34.3 million as compared to approximately $28.0 million for the year ended December 31, 2017, an increase of approximately $6.3 million. The primary driver for the increase was cash infusions of approximately $34.3 million from Ourgame in the year ended December 31, 2018 as compared to approximately $28.0 million in the comparable 2017 period. Proceeds of approximately $5.0 million from the issuance of an Allied Esports' line of credit were received in 2018 and subsequently repaid in the same year.

*Capital Expenditures*

AEII will require continual investment to facilitate its growth plans. As a result of the reduced cash available after the closing of the Merger, we plan to pivot our business goals to focus on expanding and strengthening our strategic partnerships and developing other potential avenues of business, which we are in the process of finalizing. We will provide further updates in future filings as we update our business plans.

**Debt Agreements**

*Line of Credit*

In May 2018, Allied Esports entered into a $5,000,000 line of credit with a bank, bearing interest of 2.650% per annum with monthly payments of interest only. The line of credit is secured by a $5,000,000 certificate of deposit provided by Parent as collateral. All outstanding principal and accrued interest were due at maturity in May 2019. During the year ended December 31, 2018, Allied Esports paid an aggregate $55,178 of interest payments. In October 2018, the $5,000,000 line of credit was repaid by the Parent using its collateralized certificate of deposit resulting in an addition to the balances due to the Parent.

*Convertible Debt*

See "Related Part Transactions – Second Bridge Financing" below.

**Contractual Obligations**

AEII/WPT enters into certain contractual obligations in the normal course of its business. The following table summarizes the known contractual commitments as of June 30, 2019:

| (in thousands) | Total | Less than 1 year | 1-3 years | 3-5 years | More than 5 years |
|---|---|---|---|---|---|
| Operating lease obligations | 27,923 | 2,229 | 4,979 | 5,029 | 15,686 |
| Total | $ 27,923 | $ 2,229 | $ 4,979 | $ 5,029 | $ 15,686 |

**Off-Balance Sheet Arrangements**

AEII/WPT does not engage in any off-balance sheet financing activities, nor does AEII/WPT have any interest in entities referred to as variable interest entities.

**Customer Concentration**

One customer accounted for 11% and 15% of AEII/WPT revenues for the six months ended June 30, 2019 and 2018, respectively.

During the six months ended June 30, 2019 and 2018, 11% and 15%, respectively, of AEII/WPT revenue was from customers in foreign countries.

During the year ended December 31, 2018, one customer accounted for 15% of total AEII/WPT revenue. No customer accounted for more than 10% of the AEII/WPT revenue in the year ended December 31, 2017.

During the years ended December 31, 2018 and 2017, 14% and 17%, of AEII/WPT revenue was from customers in foreign countries.

**Seasonality**

Historically, WPT's results of operations have not been significantly affected by seasonality. AEII's results of operations maybe affected by seasonality in the Las Vegas market where 1st and 4th quarters tend to be slightly lower than the rest of the year.

**Quantitative and Qualitative Disclosures About Market Risk**

AEII/WPT is exposed to market risks from foreign currency fluctuation. AEII/WPT has not entered into any derivative financial instrument transaction to manage or reduce market risk for speculative purposes. AEII/WPT has no significant exposure to interest rate or commodity price fluctuation. The combined financial statements are subject to subject to concentrations of credit risk consisting primarily of accounts receivable.

**Critical Accounting Policies and Estimates**

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. AEII/WPT regularly evaluates estimates and judgments based on historical experience and other relevant facts and circumstances.

AEII/WPT discusses its significant estimates used in the preparation of the financial statements in the notes accompanying the financial statements. Listed below are the accounting policies AEII/WPT believes are critical to its financial statements due to the degree of uncertainty regarding the estimates or assumptions involved.

*Impairment of Long-Lived Assets*

The Company reviews for the impairment of long-lived assets whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The Company measures the carrying amount of the asset against the estimated undiscounted future cash flows associated with it. Should the sum of the expected future net cash flows be less than the carrying value of the asset being evaluated, an impairment loss would be recognized for the amount by which the carrying value of the asset exceeds its fair value. The evaluation of asset impairment requires the Company to make assumptions about future cash flows over the life of the asset being evaluated. These assumptions require significant judgment and actual results may differ from assumed and estimated amounts. During the year ended December 31, 2018 the Company recorded an aggregate of $1,005,292 for impairment charges related to deferred production costs and intangible assets, and recorded an impairment charge of $9,683,158 related to its investment in ESA. During the six months ended June 30, 2019 the Company recorded an impairment charge of $600,000 related to its investment in ESA.

*Deferred Production Costs*

Capitalized production costs represent the costs incurred to develop and produce the Company's proprietary shows. These costs primarily consist of labor, equipment, production overhead costs and travel expenses. Capitalized production costs are stated at the lower of cost, less accumulated amortization and tax credits, if applicable, or fair value. Production costs in an amount up to the amount of ultimate revenue expected to be earned from the related production are capitalized in accordance with FASB ASC Topic 926-20-50-2 "Other Assets – Film Costs" and are amortized over the expected revenue period using a ratio of revenue earned during the period to estimated ultimate revenues for the related production. Costs incurred in excess of expected ultimate revenue are expensed as incurred and included in Multiplatform costs in the accompanying combined statements of operations. Unamortized capitalized production costs are evaluated for impairment at each reporting period on a season-by-season basis. If estimated remaining revenue is not sufficient to recover the unamortized capitalized production costs for that season, the unamortized capitalized production costs will be written down to fair value.

Due to the inherent uncertainties involved in making such estimates of revenues and expenses, these estimates are likely to differ to some extent from actual results. The Company's management regularly reviews and revises when necessary its revenue and cost estimates, which may result in a change in the rate of amortization of film costs, participations and residuals and/or write-down of all or a portion of the unamortized deferred production costs to its estimated fair value.

*Revenue Recognition*

The Company recognizes revenue when the following four criteria are met: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services rendered; (3) fees are fixed or determinable, and (4) the collectability is reasonably assured.

For multiple element contracts, the Company allocates consideration to the multiple elements based on the relative selling price of each separate element which are determined using vendor specific objective evidence, third-party evidence or the Company's best estimate in order to assign relative fair values.

**Recent Accounting Pronouncements**

In May 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers (Topic 606)," ("ASU 2014-09"). ASU 2014-09 supersedes the revenue recognition requirements in ASC 605 - Revenue Recognition ("ASC 605") and most industry-specific guidance throughout ASC 605. The FASB has issued numerous updates that provide clarification on a number of specific issues as well as requiring additional disclosures. The core principle of ASC 606 requires that an entity recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. ASC 606 defines a five-step process to achieve this core principle and, in doing so, it is possible more judgment and estimates may be required within the revenue recognition process than required under existing U.S. GAAP including identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. The guidance also requires enhanced disclosures regarding the nature, amount, timing and uncertainty of revenue and cash flows arising from an entity's contracts with customers. The guidance may be adopted through either retrospective application to all periods presented in the financial statements (full retrospective approach) or through a cumulative effect adjustment to retained earnings at the effective date (modified retrospective approach). The guidance was revised in July 2015 to be effective for private companies and emerging growth public companies for annual and interim periods beginning on or after December 15, 2018. Except for certain contracts related to the Company's distribution and event revenue streams, the Company has completed its ASC 606 analysis and, to date, no material differences in revenue recognition policies have been identified, as compared to ASC 605.

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)" ("ASU 2016-02"). ASU 2016-02 requires an entity to recognize assets and liabilities arising from a lease for both financing and operating leases. ASU 2016-02 will also require new qualitative and quantitative disclosures to help investors and other financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases. ASU 2016-02 is effective for private companies and emerging growth public companies for fiscal years beginning after December 15, 2019, with early adoption permitted. The Company is currently evaluating ASU 2016-02 and its impact on its combined financial statements.

In March 2016, the FASB issued ASU No. 2016-09, "Compensation – Stock Compensation (Topic 718)" ("ASU 2016-09"). ASU 2016-09 requires an entity to simplify several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. ASU 2016-09 is effective for private companies and emerging growth public companies for fiscal years beginning after December 15, 2017, with early adoption permitted. The Company adopted this guidance effective January 1, 2018, and the standard did not have a material impact on the Company's combined financial statements and related disclosures.

In August 2016, the FASB issued ASU 2016-15, "Statement of Cash Flows (Topic 230) Classification of Certain Cash Receipts and Cash Payments" ("ASU 2016-15"). The new standard will make eight targeted changes to how cash receipts and cash payments are presented and classified in the statement of cash flows. The new standard is effective for fiscal years beginning after December 15, 2018. The Company will require adoption on a retrospective basis unless it is impracticable to apply, in which case the Company would be required to apply the amendments prospectively as of the earliest date practicable. The Company will require adoption on a retrospective basis unless it is impracticable to apply, in which case the Company would be required to apply the amendments prospectively as of the earliest date practicable. The adoption of ASU 2016-15 is not expected to have a material impact on the Company's combined financial statements or disclosures.

In November 2016, the FASB issued ASU 2016-18, "Restricted Cash." This guidance standardizes the presentation of changes to restricted cash on the statement of cash flows by requiring that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amount generally described as restricted cash or restricted cash equivalents. The provisions of this standard are effective for annual reporting periods, and interim reporting periods contained therein, beginning after December 15, 2017, and early adoption is permitted. The Company adopted this guidance effective January 1, 2018 and applied it retrospectively. The adoption of ASU 2016-18 had a material impact to the combined statements of cash flows, as the Company had $8,020,909 in restricted cash at December 31. 2017.

In May 2017, the FASB issued ASU No. 2017-09, Compensation — Stock Compensation (Topic 718); Scope of Modification Accounting. The amendments in this ASU provide guidance that clarifies when changes to the terms or conditions of a share-based payment award must be accounted for as modifications. If the value, vesting conditions or classification of the award changes, modification accounting will apply. The guidance is effective for fiscal years beginning after December 15, 2017 and interim periods within those fiscal years. The Company adopted this guidance effective January 1, 2018, and the standard did not have a material impact on the Company's combined financial statements and related disclosures.

In June 2018, the FASB issued ASU No. 2018-07, Compensation — Stock Compensation (Topic 718) - Improvements to Nonemployee Share-Based Payment Accounting, which simplifies accounting for share-based payment transactions resulting for acquiring goods and services from nonemployees. ASU 2018-07 is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. Early adoption is permitted. The Company is currently evaluating ASU 2018-07 and its impact on its combined financial statements or disclosures.

In July 2018, the FASB issued ASU No. 2018-10, "Codification Improvements to Topic 842, Leases" ("ASU 2018-10"). The amendments in ASU 2018-10 provide additional clarification and implementation guidance on certain aspects of the previously issued ASU No. 2016-02, Leases (Topic 842) ("ASU 2016-02") and have the same effective and transition requirements as ASU 2016-02. Upon the effective date, ASU 2018-10 will supersede the current lease guidance in ASC Topic 840, Leases. Under the new guidance, lessees will be required to recognize for all leases, with the exception of short-term leases, a lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis. Concurrently, lessees will be required to recognize a right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. ASU 2018-10 is effective for private companies and emerging growth public companies for interim and annual reporting periods beginning after December 15, 2019, with early adoption permitted. The guidance is required to be applied using a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative periods presented in the financial statements. The Company is currently assessing the impact this guidance will have on its combined financial statements.

In July 2018, the FASB issued ASU No. 2018-09, "Codification Improvements" ("ASU 2018-09"). These amendments provide clarifications and corrections to certain ASC subtopics including the following: Income Statement - Reporting Comprehensive Income – Overall (Topic 220-10), Debt - Modifications and Extinguishments (Topic 470-50), Distinguishing Liabilities from Equity – Overall (Topic 480-10), Compensation - Stock Compensation - Income Taxes (Topic 718-740), Business Combinations - Income Taxes (Topic 805-740), Derivatives and Hedging – Overall (Topic 815-10), and Fair Value Measurement – Overall (Topic 820-10). The majority of the amendments in ASU 2018-09 will be effective in annual periods beginning after December 15, 2019. The Company is currently evaluating and assessing the impact this guidance will have on its combined financial statements.

In July 2018, the FASB issued ASU No. 2018-11, "Leases (Topic 842): Targeted Improvements," ("ASU 2018-11"). The amendments in ASU 2018-11 related to transition relief on comparative reporting at adoption affect all entities with lease contracts that choose the additional transition method and separating components of a contract affect only lessors whose lease contracts qualify for the practical expedient. The amendments in ASU 2018-11 are effective for private companies and emerging growth public companies for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years. The Company is currently assessing the impact this guidance will have on its combined financial statements.

In August 2018, the FASB issued ASU No. 2018-13, "Fair Value Measurement (Topic 820): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement ("ASU 2018-13"). The amendments in ASU 2018-13 modify the disclosure requirements associated with fair value measurements based on the concepts in the Concepts Statement, including the consideration of costs and benefits. The amendments on changes in unrealized gains and losses, the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements, and the narrative description of measurement uncertainty should be applied prospectively for only the most recent interim or annual period presented in the initial fiscal year of adoption. All other amendments should be applied retrospectively to all periods presented upon their effective date. The amendments are effective for all entities for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years. Early adoption is permitted, including adoption in an interim period. The Company is currently evaluating ASU 2018-13 and its impact on its combined financial statements.

**Related Party Transactions**

*Amounts Due to Parent*

As of December 31, 2018, amounts due to Parent consisted of payments of certain operating expenses, investing and financing activities made on behalf of AEII by the Parent. There is no stated interest rate or definitive repayment terms related to this liability.

*Notes Payable to Parent*

AEII had promissory notes payable to Parent. Borrowings on the notes are unsecured and bear interest at 6% per annum. The notes mature on December 31, 2021. During November and December of 2018, the amount due related to the notes of $37,372,522 and accrued interest payable of $2,150,487 were forgiven by the parent and recorded as a contribution to equity.

*Bridge Financing*

On October 11, 2018, the Parent issued a series of secured convertible promissory notes (the "Initial Notes") whereby investors provided Parent with $10 million to be used for the operations of the Company. The Initial Notes were due and payable on the first to occur of (i) the one-year anniversary of the issuance date, or (ii) upon conversion of the Notes into equity as part of the Merger (as defined below). As security for purchasing the Initial Notes, the investors received a security interest in Allied Esports' assets (second to any liens held by the landlord of the Las Vegas arena for property located in that arena), as well as a pledge of the equity of all of the entities comprising WPT. The liens and pledge described above would terminate upon the closing of the Merger.

*Second Bridge Financing*

On May 15, 2019, Noble issued a series of secured convertible promissory notes (the "Additional Notes," and together with the Initial Notes, the "Notes") whereby investors provided Noble with $4 million to be used for the operations of AEII/WPT. Ms. Man Sha purchased a $1 million Additional Note, and is the wife of Mr. Ng Kwok Leung Frank, who will join as a director and CEO upon the closing of the Mergers. As part of the Additional Notes, the terms of the Initial Notes were amended such that the terms of the Additional Notes applied to the Initial Notes. The Notes accrue annual interest at 12%; provided that no interest is payable in the event the Notes are converted into BRAC Common Stock as described below. The Notes were due and payable on the first to occur of (i) the one-year anniversary of the issuance date, or (ii) the date on which a demand for payment is made during the time period beginning on the Closing and ending on the date that is three (3) months after the Closing. If any Note is paid by AEM or BRAC, the investor will receive one year of interest. As security for purchasing the Notes, the investors received a security interest in Allied Esports' assets (second to any liens held by the landlord of the Las Vegas arena for property located in that arena), as well as a pledge of the equity of all of the entities comprising WPT, and a guaranty of Ourgame and the Company. The debt is convertible into shares of BRAC Common Stock that are freely tradeable without restriction at $8.50 per share.

Additionally, on August 5, 2019, the Company entered into an amendment and acknowledgement agreement (the "Acknowledgement Agreement") pursuant to which Allied Esports and WPT amended the terms the Notes. Pursuant to the Acknowledgement Agreement, the bridge holders have agreed to defer repayment of the Notes to one year and two weeks following the closing of the Mergers (the "Closing," and the maturity date of the Notes, the "Maturity Date"). In consideration of agreeing to the deferred repayment, the bridge holders will be paid an additional six months of interest (i.e., a total of 18 months interest) to the extent any bridge holder elects not to convert their Note to equity. The Company agreed to assume the debt under the Notes as part of the Mergers, and agreed that the debt will be secured by all the assets of the Company following the Closing. The Sponsor has also agreed that it will not make any further transfer of its initial shares, subject to certain exceptions, until the debt is repaid. The Notes are convertible at any time by a holder between the Closing and the Maturity Date, into shares that are freely tradable without restriction, at the lesser of $8.50 per share or the price at which shares are issued to Ourgame or its affiliates in connection with the Mergers.

Each investor received a warrant to purchase shares of BRAC Common Stock in an amount equal to the product of (i) 3,800,000 shares, multiplied by (ii) the investor's investment amount, divided by (iii) $100,000,000 The terms and conditions of the warrants and the date of issuance of the warrants were the same as the warrants issued to Ourgame, the Company and/or its affiliates in connection with the Mergers.

If the Note holders elect to convert their notes into Company common stock, they would be entitled to receive additional shares of Company Common Stock (the "Earn-out Shares") equal to the product of (i) 3,846,153 shares, multiplied by (ii) the investor's investment amount, divided by (iii) $100,000,000, if, at any time within five years after the closing date of Merger, the last exchange-reported sale price of BRAC Common Stock trades at or above $13.00 for thirty (30) consecutive calendar days.

*Stock Options*

In 2015, the Parent issued options to purchase common stock of the Parent to certain employees and a consultant of WPT, and the years ended December 31, 2018 and 2017, the Company recorded $(766,417), and $483,371, respectively, of stock-based compensation which is reflected in general and administrative expenses in the combined statements of operations. As of December 31, 2018, there was $5,877 of unamortized stock-based compensation expense, which would be recognized over a remaining period of 0.5 years.

***Employees***

As of July 31, 2019, the Company (including Allied Epsorts and WPT) had 96 full-time employees. The Company considers its employee relations to be satisfactory.

***Properties***

The Company's main offices are located at 17877 Von Karman Avenue, Suite 300, Irvine, California, 92614, with WPT. Allied Esports currently maintains its principal executive offices at 4000 MacArthur Blvd. East Tower, Suite 600, Newport Beach, CA 92660, renting space on a month-to-month basis. Certain employees of the Company utilize the Sponsor's offices located at 110 North 5th Street, Suite 410, Minneapolis, MN 55403. The Company considers the current office spaces, combined with the other office space otherwise available to its executive officers, adequate for current operations.

***Security Ownership of Certain Beneficial Owners and Management***

The following table sets forth information as of the Closing regarding the beneficial ownership of the Company's common stock by:

- Each person known to be the beneficial owner of more than 5% of the Company's outstanding common stock;
- Each director and executive officer of the Company; and
- All executive officers and directors as a group.

Unless otherwise indicated, the Company believes that all persons named in the table have sole voting and investment power with respect to all common shares beneficially owned by them.

| Name and Address of Beneficial Owners[1] | Number of Shares [2] | Percent |
|---|---|---|
| Black Ridge Oil & Gas, Inc. [3] | 3,190,500 | 13.5% |
| Primo Vital Limite [4] | 15,112,163 | 57.6% |
| Kenneth DeCubellis[5] | 3,190,500 | 13.8% |
| Lyle Berman[6] | 455,688 | 2.0% |
| Bradley Berman[7] | – | – |
| Benjamin S. Oehler[7] | – | – |
| Joseph Lahti[7] | – | – |
| Frank Ng[8] | 432,219 | 1.9% |
| Eric Yang[9] | 15,388,646 | 66.5% |
| Adam Pliska[10] | 1,115,487 | 4.8% |
| Maya Rogers | – | – |
| Dr. Kan Hee Anthony Tyen | – | – |
| Ho min Kim | – | – |
| All directors and executive officers, as a group (11 individuals) | 20,575,516 | 76.1% |

(1) Unless otherwise noted, the business address of each of the following entities or individuals is 17877 Von Karman Avenue, Suite 300, Irvine, California, 92614

(2) The percentage of beneficial ownership on the record date is calculated based on 23,088,701 outstanding shares of common stock as of such date, but does not reflect any shares of common stock issuable upon exercise of warrants that are not exercisable within 60 days. Unless otherwise indicated, we believe that all persons named in the table have sole voting and investment power with respect to all shares of common stock beneficially owned by them.

(3) These shares represent the 3,450,000 founder shares and 445,000 shares purchased in a private placement simultaneous with our initial public offering, less 600,000 shares that will be transferred Primo Vital Limited upon consummation of the Mergers, less 732,000 shares transferred to Subscribers as part of the Merger plus 66,000 shares issued upon conversion of convertible notes. Includes 505,000 warrants exercisable within 60 days of August 9, 2019. The address of Black Ridge Oil & Gas, Inc. is 110 North 5th Street, Suite 410, Minneapolis, Minnesota 55403

(4) Includes warrants to purchase 3,125,640 shares of common stock pursuant to the merger exercisable within 60 days of August 9, 2019. Of the 3,125,640 warrants issued in the merger, 324,665 warrants are currently being held in escrow and are subject to forfeiture during the one-year period following the merger to satisfy claims arising as a result of AEM's breach of any of its representations and warranties or covenants in the merger agreement.

(5) Mr. DeCubellis does not beneficially own any shares of our common stock. Represents shares held by Black Ridge Oil & Gas, Inc., of which Mr. DeCubellis, as chief executive officer, exercises voting and dispositive power over such shares. Mr. DeCubellis has a pecuniary interest in shares of our common stock through his ownership of common stock in Black Ridge Oil and Gas, Inc. Mr. DeCubellis disclaims beneficial ownership of such shares except to the extent of his ultimate pecuniary interest.

(6) Represents (i) 292,000 shares purchased to fulfill obligation under purchase commitments, (ii) 43,689 shares issued as consideration for fulfilling purchase commitments by the Company as consideration in the Mergers and (iii) 120,000 shares transferred from Black Ridge Oil & Gas, Inc. as consideration for fulfilling purchase commitments in the Mergers. This calculation does not include shares for which Mr. Lyle Berman has a pecuniary interest in through his ownership of common stock in Black Ridge Oil and Gas, Inc.

(7) Mr. Bradley Berman, Mr. Ben Oehler and Mr. Joseph Lahti do not beneficially own any shares of our common stock. However, they have a pecuniary interest in shares of our common stock through their ownership of common stock and /or options to purchase common stock of Black Ridge Oil and Gas, Inc.

(8) Represents (i) 208,339 shares to be issued directly to Mr. Ng as consideration in the Mergers and (ii) 38,000 warrants to purchase common stock, and 117,647 shares will be issuable to Ms. Man Sha, the wife of Mr. Ng, upon conversion of the $1 million promissory note issued to Ms. Man Sha on or about May 17, 2019. Includes warrants to purchase 68,233 shares of common stock pursuant to the merger exercisable within 60 days of August 9, 2019. Of the 68,233 warrants issued in the merger, 6,823 warrants are currently being held in escrow and are subject to forfeiture during the one-year period following the merger to satisfy claims arising as a result of AEM's breach of any of its representations and warranties or covenants in the merger agreement.

(9) Represents 208,272 shares to be issued directly to Mr. Yangas consideration in the Mergers and 11,986,523 shares to be issuedas consideration in the Mergers to Primo Vital Limited, a 100% owned subsidiary of Ourgame International Holdings Ltd., of which Mr. Yang, as director and co-chief executive officer, exercises voting and dispositive power over such shares. Includes warrants to purchase 68,211 shares of common stock pursuant to the merger exercisable within 60 days of August 9, 2019. Of the 68,211 warrants issued in the merger, 6,821 warrants are currently being held in escrow and are subject to forfeiture during the one-year period following the merger to satisfy claims arising as a result of AEM's breach of any of its representations and warranties or covenants in the merger agreement.

(10) These shares represent the 469,113 shares to beissued directly to Mr. Pliska as consideration in the Mergers as follows: (i) 303,508 shares for profit participation payment converted into equity, (ii) 144,158 shares for WPT-related performance bonus converted to equity, and (iii) 21,447 shares issued for directors services to AEM. An additional 388,703 shares and 7,024 warrants were issued as consideration in the Mergers to Mr. Pliska for Trisara Ventures, LLC finder services, an entity of which Mr. Pliska owns 99% of the equity and is the sole executive officer, and which exercises voting and dispositive power over such shares. The above warrants issued on account of the finder services fee are exercisable within 60 days of August 9, 2019. Of the 102,024 warrants issued in the merger, 10,202 warrants are currently being held in escrow and are subject to forfeiture during the one-year period following the merger to satisfy claims arising as a result of AEM's breach of any of its representations and warranties or covenants in the merger agreement.

38,000 warrants to purchase common stock, and 117,647 shares will be issuable to the Lipscomb/Visoli Children's Trust, of which Mr. Pliska is trustee, if the trust elects to convert the $1 million promissory note issued to such trust on or about May 17, 2019. Mr. Pliska disclaims any pecuniary interest in such shares and warrants.

***Directors and Executive Officers***

The Company's directors and executive officers upon the Closing are described in the Proxy Statement in the section entitled "*The Director Election Proposal*" beginning on page 100 and that information is incorporated herein by reference.

***Executive Compensation***

The executive compensation of Black Ridge's and Allied Esports' and WPT's executive officers and directors is described in the Proxy Statement in the section entitled "*The Director Election Proposal - Executive Compensation*" beginning on page 112 and that information is incorporated herein by reference.

***Certain Relationships and Related Transactions***

The certain relationships and related party transactions of the Black Ridge, Allied Esports and WPT are described in the Proxy Statement in the section entitled "*Certain Relationships and Related Person Transactions*" beginning on page 159 and are incorporated herein by reference.

***Legal Proceedings***

There are no material legal proceedings against the Company.

**Market Price of Common Stock and Warrants**

Prior to Closing, Black Ridge's common stock and warrants was traded on The Nasdaq Capital Market under the symbols BRAC and BRACW, respectively. The Company's common stock and warrants began trading on the Nasdaq Capital Market under the symbols "AESE" and "AESEW," respectively, on August 12, 2019, subject to ongoing review of the Company's satisfaction of all listing criteria post-business combination, in lieu of the common stock and warrants of Black Ridge. The following table sets forth the high and low sales prices for our common stock and warrants for the periods indicated since the common and warrants began separate public trading on October 25, 2017.

The closing price of our common stock warrants on December 18, 2018, the last trading day before announcement of the execution of the Agreement, was $10.50, $9.98, $0.38, and $0.22, respectively. As of the record date, the closing price of each unit, share of common stock, right, and warrant was $10.7993, $10.33, $0.30, and $0.24, respectively.

The table below sets forth, for the calendar quarter indicated, the high and low bid prices of our units, common stock, rights, and warrants as reported on the Nasdaq Capital Market for the period from October 5, 2017 through August 12, 2019.

| | Common Stock | | Warrants | |
|---|---|---|---|---|
| | Low | High | Low | High |
| Fiscal 2019 | | | | |
| Third Quarter through August 12, 2019 | | | | |
| Second Quarter | 10.20 | 10.35 | 0.214 | 0.35 |
| First Quarter | 9.97 | 10.23 | 0.173 | 0.45 |
| Fiscal 2018 | | | | |
| Fourth Quarter | 9.52 | 12.11 | 0.17 | 0.45 |
| Third Quarter | 9.58 | 9.88 | 0.320 | 0.52 |
| Second Quarter | 9.69 | 9.80 | 0.28 | 0.45 |
| First Quarter | 9.58 | 9.72 | 0.196 | 0.43 |

Holders of common stock and warrants should obtain current market quotations for their securities. The market price of our securities could vary at any time before the transactions.

***Securities Authorized for Issuance Under Equity Compensation Plans***

Reference is made to the disclosure described in the Proxy Statement in the section entitled "*The Incentive Plan Proposal*" beginning on page 119, which is incorporated herein by reference.

***Description of Securities***

**General**

As of the date of this Report, the Company is authorized to issue 65,000,000 shares of common stock, par value $0.0001, and 1,000,000 shares of preferred stock, par value $0.0001. As of the date of this Report, 23,088,700 shares of common stock are outstanding. No shares of preferred stock are currently outstanding. The following description summarizes the material terms of our securities. Because it is only a summary, it may not contain all the information that is important to you. For a complete description you should refer to our amended and restated certificate of incorporation, bylaws and the form of warrant agreement, which are filed as exhibits to this Report, and to the applicable provisions of Delaware law.

**Common Stock**

Our stockholders of record are entitled to one vote for each share held on all matters to be voted on by stockholders. Our board of directors is divided into three classes, each of which will generally serve for a term of three years with only one class of directors being elected in each year. There is no cumulative voting with respect to the election of directors, with the result that the holders of more than 50% of the shares eligible to vote for the election of directors can elect all of the directors. Our stockholders have no conversion, preemptive or other subscription rights and there are no sinking fund or redemption provisions applicable to the shares of common stock.

**Preferred Stock**

There are no shares of preferred stock outstanding. Our amended and restated certificate of incorporation authorizes the issuance of 1,000,000 shares of preferred stock with such designation, rights and preferences as may be determined from time to time by our board of directors. No shares of preferred stock are being issued or registered in this offering. Accordingly, our board of directors is empowered, without stockholder approval, to issue preferred stock with dividend, liquidation, conversion, voting or other rights which could adversely affect the voting power or other rights of the holders of common stock. We may issue some or all of the preferred stock to effect a business combination. In addition, the preferred stock could be utilized as a method of discouraging, delaying or preventing a change in control of us. Although we do not currently intend to issue any shares of preferred stock, we cannot assure you that we will not do so in the future.

**Warrants**

Each warrant entitles the registered holder to purchase one share of common stock at a price of $11.50 per share, subject to adjustment as discussed below, at any time after September 9, 2019 until expiration. However, no warrants will be exercisable for cash unless we have an effective and current registration statement covering the shares of common stock issuable upon exercise of the warrants and a current prospectus relating to such shares of common stock. Notwithstanding the foregoing, if a registration statement covering the shares of common stock issuable upon exercise of the public warrants is not effective within a specified period following the consummation of our initial business combination, warrant holders may, until such time as there is an effective registration statement and during any period when we shall have failed to maintain an effective registration statement, exercise warrants on a cashless basis pursuant to the exemption provided by Section 3(a)(9) of the Securities Act, provided that such exemption is available. If that exemption, or another exemption, is not available, holders will not be able to exercise their warrants on a cashless basis. In such event, each holder would pay the exercise price by surrendering the warrants for that number of shares of common stock equal to the quotient obtained by dividing (x) the product of the number of shares of common stock underlying the warrants, multiplied by the difference between the exercise price of the warrants and the "fair market value"(defined below) by (y) the fair market value. The "fair market value" for this purpose will mean the average reported last sale price of the shares of common stock for the 5 trading days ending on the trading day prior to the date of exercise. The warrants will expire on the fifth anniversary of our completion of an initial business combination, at 5:00 p.m., New York City time, or earlier upon redemption or liquidation.

We may call the warrants for redemption (excluding certain warrants), in whole and not in part, at a price of $0.01 per warrant.

- at any time after the warrants become exercisable,
- upon not less than 30 days' prior written notice of redemption to each warrant holder,
- if, and only if, the reported last sale price of the shares of common stock equals or exceeds $18.00 per share (as adjusted for stock splits, stock dividends, reorganizations and recapitalizations), for any 20 trading days within a 30 trading day period ending on the third business day prior to the notice of redemption to warrant holders; and
- if, and only if, there is a current registration statement in effect with respect to the shares of common stock underlying such warrants.

The right to exercise will be forfeited unless the warrants are exercised prior to the date specified in the notice of redemption. On and after the redemption date, a record holder of a warrant will have no further rights except to receive the redemption price for such holder's warrant upon surrender of such warrant.

The redemption criteria for our warrants have been established at a price which is intended to provide warrant holders a reasonable premium to the initial exercise price and provide a sufficient differential between the then-prevailing share price and the warrant exercise price so that if the share price declines as a result of our redemption call, the redemption will not cause the share price to drop below the exercise price of the warrants.

If we call the warrants for redemption as described above, our management will have the option to require all holders that wish to exercise warrants to do so on a "cashless basis." In such event, each holder would pay the exercise price by surrendering the warrants for that number of shares of common stock equal to the quotient obtained by dividing (x) the product of the number of shares of common stock underlying the warrants, multiplied by the difference between the exercise price of the warrants and the "fair market value" (defined below) by (y) the fair market value. The "fair market value" shall mean the average reported last sale price of the shares of common stock for the 5 trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of warrants.

The warrants are in registered form under a warrant agreement between Continental Stock Transfer & Trust Company, as warrant agent, and us. The warrant agreement provides that the terms of the warrants may be amended without the consent of any holder to cure any ambiguity or correct any defective provision, but requires the approval, by written consent or vote, of the holders of at least 50% of the then outstanding warrants (including the private warrants) in order to make any change that adversely affects the interests of the registered holders.

The exercise price and number of shares of common stock issuable on exercise of the warrants may be adjusted in certain circumstances including in the event of a stock dividend, extraordinary dividend or our recapitalization, reorganization, merger or consolidation. However, the warrants will not be adjusted for issuances of shares of common stock at a price below their respective exercise prices.

The warrants may be exercised upon surrender of the warrant certificate on or prior to the expiration date at the offices of the warrant agent, with the exercise form on the reverse side of the warrant certificate completed and executed as indicated, accompanied by full payment of the exercise price, by certified or official bank check payable to us, for the number of warrants being exercised. The warrant holders do not have the rights or privileges of holders of shares of common stock and any voting rights until they exercise their warrants and receive shares of common stock. After the issuance of shares of common stock upon exercise of the warrants, each holder will be entitled to one vote for each share held of record on all matters to be voted on by stockholders.

Under the terms of the warrant agreement, we have agreed to use our best efforts to have declared effective a prospectus relating to the shares of common stock issuable upon exercise of the warrants and keep such prospectus current until the expiration of the warrants. However, we cannot assure you that we will be able to do so and, if we do not maintain a current prospectus relating to the shares of common stock issuable upon exercise of the warrants, holders will be unable to exercise their warrants for cash and we will not be required to net cash settle or cash settle the warrant exercise.

Warrant holders may elect to be subject to a restriction on the exercise of their warrants such that an electing warrant holder would not be able to exercise their warrants to the extent that, after giving effect to such exercise, such holder would beneficially own in excess of 9.8% of the shares of common stock outstanding.

No fractional shares will be issued upon exercise of the warrants. If, upon exercise of the warrants, a holder would be entitled to receive a fractional interest in a share, we will, upon exercise, round up to the nearest whole number the number of shares of common stock to be issued to the warrant holder.

**Dividends**

We have not paid any cash dividends on our shares of common stock to date. The payment of cash dividends in the future will be dependent upon our revenues and earnings, if any, capital requirements and general financial condition. The payment of any dividends is within the discretion of our then board of directors. It is the present intention of our board of directors to retain all earnings, if any, for use in our business operations and, accordingly, our board does not anticipate declaring any dividends in the foreseeable future.

**Our Transfer Agent, Rights Agent and Warrant Agent**

The transfer agent for our securities and rights agent for our rights and warrant agent for our warrants is Continental Stock Transfer & Trust Company, 1 State Street Plaza, New York, New York 10004.

***Recent Sales of Unregistered Securities***

Reference is made to the disclosure set forth under Item 3.02 of this Report concerning the issuance of the Company's common stock and warrants in connection with the Transactions, which is incorporated herein by reference.

***Indemnification of Directors and Officers***

The Company's amended and restated certificate of incorporation contains provisions eliminating the personal liability of directors to the Company and its stockholders for monetary damages for breaches of their fiduciary duties as directors to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware or any other applicable law as it exists on the date of the Company's amended and restated certificate of incorporation or as it may be amended. The General Corporation Law of the State of Delaware prohibits such elimination of personal liability of a director for:

- any breach of the director's duty of loyalty to the Company or its stockholders;
- acts or omissions not in good faith or involving intentional misconduct or a knowing violation of law;
- the payment of dividends, stock repurchases or redemptions that are unlawful under Delaware law; and
- any transaction in which the director receives an improper personal benefit.

These provisions only apply to breaches of duty by directors as directors and not in any other corporate capacity, such as officers. In addition, these provisions limit liability only for breaches of fiduciary duties under the General Corporation Law of the State of Delaware and not for violations of other laws such as the U.S. federal securities laws and U.S. federal and state environmental laws. As a result of these provisions in the Company's amended and restated certificate of incorporation, the Company's stockholders may be unable to recover monetary damages against directors for actions taken by them that constitute negligence or gross negligence or that are in violation of their fiduciary duties. However, the Company's stockholders may obtain injunctive or other equitable relief for these actions. These provisions also reduce the likelihood of derivative litigation against directors that might benefit the Company.

In addition, the Company's amended and restated certificate of incorporation and bylaws provide that the Company will indemnify and advance expenses to, and hold harmless, each of the Company's directors and officers (each, an "indemnitee"), to the fullest extent permitted by applicable law, who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the Company or, while a director or officer of the Company, is or was serving at the Company's request as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such indemnitee. Notwithstanding the preceding sentence, except as otherwise provided in the Company's amended and restated certificate of incorporation and bylaws, the Company will be required under the Company's amended and restated certificate of incorporation and bylaws to indemnify, or advance expenses to, an indemnitee in connection with a proceeding (or part thereof) commenced by such indemnitee only if the commencement of such proceeding (or part thereof) by the indemnitee was authorized by the Company's board of directors.

***Financial Statements and Supplementary Data***

Reference is made to the disclosure set forth under Item 9.01 of this Report concerning the financial statements and supplementary data of the Company, AEM and WPT.

***Financial Statements and Exhibits***

Reference is made to the disclosure set forth under Item 9.01 of this Report concerning the financial information of the Company, AEM and WPT.

**Item 2.02 Results of Operations and Financial Condition.**

Certain annual and quarterly financial information regarding Allied Esports and WPT was included in the Proxy Statement in the section entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations of Allied Esports and WPT*" beginning on page 142, which is incorporated herein by reference. The disclosure contained in Item 2.01 of this Report is also incorporated herein by reference.

**Item 3.02. Unregistered Sales of Equity Securities.**

Pursuant to the Merger Agreement, the Company issued to the former owners of Allied Esports and WPT (i) an aggregate of 11,602,754 shares of common stock and (ii) five-year warrants to purchase an aggregate of 3,800,003 shares of common stock at a price per share of $11.50. Additionally, the former owners of Allied Esports and WPT will be entitled to receive their pro rata portion of an aggregate of an additional 3,846,153 shares of common stock if the last sales price of the Company's common stock reported on the Nasdaq Capital Market equals or exceeds $13.00 per share (as adjusted for stock splits, dividends, and the like) for 30 consecutive trading days at any time during the five-year period after the consummation of the Mergers.

Furthermore in connection with the Merger Agreement, at the Closing, the Company also issued the following shares of its common stock: (i) 744,422 shares to management of WPT in satisfaction of profit participation agreements; (ii) 144,158 shares for prior bonus amounts owed to Adam Pliska, the President of the Company post-Closing and the CEO of WPT; (iii) 197,268 shares to finders (one of whom is Adam Pliska, who received 98,634 of such shares), and (iv) 1,842,831 shares to Primo Vital Limited in cancellation of $12,144,260 of debt owed by Allied Esports and WPT.

The Company issued the foregoing securities pursuant to Rule 506 of Regulation D promulgated under the Securities Act, as a transaction not requiring registration under Section 5 of the Securities Act. The parties receiving the securities represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution, and appropriate restrictive legends were affixed to the certificates representing the securities (or reflected in restricted book entry with the Company's transfer agent). The parties also had adequate access, through business or other relationships, to information about the Company, Allied Esports and WPT.

**Item 5.01. Changes in Control of Registrant.**

Reference is made to the disclosure described in the Proxy Statement in the section entitled "*The Merger Proposal*" beginning on page 56 and "*The Agreement*" beginning on page 77, which is incorporated herein by reference. Further reference is made to the information contained in Item 2.01 to this Report.

After giving effect to the Transactions, there are currently outstanding 23,088,700 shares of common stock of the Company. Together, the former owners of Allied Esports and WPT hold 52% of the outstanding shares of common stock of the Company.

**Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.**

Effective as of the Closing, the following people were appointed as directors of the Company:

Class A Directors: Ken DeCubellis, Lyle Berman, and Benjamin Oehler;

Class B Directors: Dr. Kan Hee Anthony Tyen , Ho min Kim, Bradley Berman and Joseph Lahti; and

Class C Directors: Frank Ng, Eric Yang, Adam Pliska, and Maya Rogers;

Effective as of the Closing, the executive officers of the Company are Frank Ng, Chief Executive Officer, Adam Pliska, President, Ken DeCubellis, Chief Financial Officer, and David Moon, Chief Operating Officer.

Reference is also made to the disclosure described in the Proxy Statement in the section entitled "*The Director Election Proposal*" beginning on page 100 for biographical information about each of the directors and officers following the Mergers, which is incorporated herein by reference.

Reference is made to the Proxy Statement section entitled "*Certain Relationships and Related Person Transactions*" beginning on page 159 for a description of certain transactions between the Company and certain of its directors and officers, which is incorporated herein by reference.

**Item 5.03. Amendments to Articles of Incorporation or Bylaws.**

As a result of the Transactions, Black Ridge amended its amended and restated certificate of incorporation to (i) change the name of Black Ridge from "Black Ridge Acquisition Corp." to "Allied Esports Entertainment, Inc."; (ii) increase the number of authorized shares of common stock from 35,000,000 shares to 65,000,000 shares; and (iii) remove provisions that will no longer be applicable to the Company after the Mergers. Reference is made to the disclosure described in the Proxy Statement in the section entitled "*The Charter Proposals*" on page 97, which is incorporated herein by reference.

**Item 5.06. Change in Shell Company Status.**

As a result of the Mergers, the Company ceased being a shell company. Reference is made to the disclosure in the Proxy Statement in the sections entitled "*The Merger Proposal*" beginning on page 56 and "*The Agreement*" beginning on page 77, which is incorporated herein by reference. Further reference is made to the information contained in Item 2.01 to this Report.

**Item 5.07. Submission of Matters to a Vote of Security Holders.**

On August 9, 2019, Black Ridge held the Special Meeting. At the Special Meeting, Black Ridge's stockholders considered the following proposals:

1. A proposal to adopt the Merger Agreement and to approve the Mergers contemplated by such agreement, including the issuance of the merger consideration thereunder. The following is a tabulation of the votes with respect to this proposal, which was approved by Black Ridge's stockholders:

| For | Against | Abstain | Broker Non-Votes |
|---|---|---|---|
| 13,368,693 | 2,151,300 | 201,682 | 0 |

Prior to the Special Meeting, holders of 12,261,851 shares of Black Ridge common stock sold in its initial public offering exercised their rights to convert those shares to cash at a conversion price of approximately $10.29 per share, or an aggregate of approximately $126.2 million.

2. Proposals to approve the following amendments to Black Ridge's amended and restated certificate of incorporation, effective following the Mergers:

(i) The name of Company is now "Allied Esports Entertainment, Inc." as opposed to "Black Ridge Acquisition Corp." The following is a tabulation of the votes with respect to this proposal, which was approved by the Company's stockholders:

| For | Against | Abstain | Broker Non-Votes |
|---|---|---|---|
| 13,814,314 | 1,705,679 | 201,682 | 0 |

(ii) The Company will have 65,000,000 authorized shares of common stock and 1,000,000 authorized shares of preferred stock, as opposed to the Company having 35,000,000 authorized shares of common stock and 1,000,000 authorized shares of preferred stock. The following is a tabulation of the votes with respect to this proposal, which was approved by the Company's stockholders:

| For | Against | Abstain | Broker Non-Votes |
|---|---|---|---|
| 13,813,718 | 1,706,213 | 201,744 | 0 |

(iii) The Company's certificate of incorporation will not include the various provisions applicable only to special purpose acquisition corporations. The following is a tabulation of the votes with respect to this proposal, which was approved by the Company's stockholders:

| For | Against | Abstain | Broker Non-Votes |
|---|---|---|---|
| 13,368,657 | 1,705,679 | 647,339 | 0 |

3. A proposal to elect 11 directors who, upon the consummation of the Mergers, are directors of the Company, in the classes set forth below. The following is a tabulation of the votes with respect to each director elected at the Meeting:

| Director | For | Withheld | Broker Non-Vote |
|---|---|---|---|
| *Class A* | | | |
| Ken DeCubellis | 14,540,576 | 979,277 | 201,822 |
| Lyle Berman | 13,912,696 | 1,607,157 | 201,822 |
| Benjamin Oehler | 14,540,576 | 979,277 | 201,822 |
| *Class B* | | | |
| Dr. Kan Hee Anthony Tyen | 13,912,495 | 1,607,358 | 201,822 |
| Ho min Kim | 13,912,495 | 1,607,358 | 201,822 |
| Bradley Berman | 14,540,274 | 979,579 | 201,822 |
| Joseph Lahti | 14,540,576 | 979,277 | 201,822 |
| *Class C* | | | |
| Frank Ng | 13,912,495 | 1,607,358 | 201,822 |
| Eric Yang | 13,912,495 | 1,607,358 | 201,822 |
| Adam Pliska | 13,912,495 | 1,607,358 | 201,822 |
| Maya Rogers | 13,913,000 | 1,606,853 | 201,822 |

4. The Company's 2019 Long-Term Incentive Equity Plan was approved by the Company's stockholders. The following is a tabulation of the votes with respect to this proposal:

| For | Against | Abstain | Broker Non-Vote |
|---|---|---|---|
| 13,441,213 | 1,607,690 | 647,761 | |

Because the proposal to adopt the Merger Agreement and to approve the business combination contemplated by the Merger Agreement was approved, the proposal to adjourn the Meeting to a later date or dates, if necessary, was not presented at the Meeting.

**Item 8.01. Other Events.**

On August 12, 2019, the parties issued a joint press release announcing the completion of the Mergers, a copy of which is furnished as Exhibit 99.5 hereto.

The information set forth in this Item 8.01, including the text of the press releases attached hereto, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of such section. Such information shall not be incorporated by reference into any registration statement or other document pursuant to the Securities Act.

**Item 9.01. Financial Statement and Exhibits.**

(a)-(b) Financial Statements.

**(a) Financial Statements of Business Acquired**

The audited combined balance sheets of AEII and WPT as of and for the years ended December 31, 2018 and 2017, the related combined statements of operations and comprehensive loss, combined statements of changes in Parent's net investment and combined statements of cash flows for the years then ended, and the related notes to the financial statements, are filed as Exhibit 99.1 and incorporated herein by reference. The unaudited combined balance sheet of AEII and WPT as of June 30, 2019 and the unaudited combined statements of operations and comprehensive loss, condensed combined statements of changes in parent's net investment, and condensed combined statements of cash flows for the periods ended June 30, 2019 and 2018 and the notes related thereto, are filed as Exhibit 99.2 and incorporated herein by this reference. Selected historical financial information of AEII and WPT is filed as Exhibit 99.4, and incorporated herein by this reference.

**(b) Pro Forma Financial Information**

The unaudited pro forma financial information of the Company for the six months ended June 30, 2019 and for the year ended December 31, 2018, is filed as Exhibit 99.3 and incorporated herein by reference.

**(d) Exhibits**

| Exhibit No. | Description |
|---|---|
| 2.1 | Agreement and Plan of Reorganization dated December 19, 2018 (incorporated by reference to Exhibit 2.1 to the Registrant's Current Report on Form 8-K filed December 19, 2018) |
| 2.2 | Amendment to Agreement and Plan of Reorganization dated August 5, 2019 (filed herewith). |
| 2.3 | Agreement of Merger dated August 9, 2019 between Noble Link Global Limited and Allied Esports Media, Inc (filed herewith). |
| 2.4 | Plan of Merger dated August 9, 2019 between Noble Link Global Limited and Allied Esports Media, Inc. (filed herewith) |
| 3.1 | Second Amended and Restated Certificate of Incorporation (filed herewith). |
| 3.3 | By-laws (incorporated by reference to Exhibit 3.3 to the Registrant's Form S-1/A filed September 22, 2017) |
| 4.1 | Specimen Common Stock Certificate (incorporated by reference to Exhibit 4.2 to the Registrant's Form S-1/A filed September 22, 2017) |
| 4.2 | Specimen Warrant Certificate (incorporated by reference to Exhibit 4.3 to the Registrant's Form S-1/A filed September 22, 2017) |
| 4.3 | Form of Warrant Agreement between Continental Stock Transfer & Trust Company and the Registrant (incorporated by reference to Exhibit 4.5 to the Registrant's Form S-1/A filed September 22, 2017) |
| 4.4 | Form of Rights Agreement between Continental Stock Transfer & Trust Company and the Registrant (incorporated by reference to Exhibit 4.6 to the Registrant's Form S-1/A filed September 22, 2017) |
| 10.1 | Form of Letter Agreement from each of the Registrant's sponsor, officers and directors (incorporated by reference to Exhibit 10.1 to the Registrant's Form S-1/A filed September 22, 2017) |
| 10.2 | Form of Investment Management Trust Agreement between Continental Stock Transfer & Trust Company and the Registrant (incorporated by reference to Exhibit 10.2 to the Registrant's Form S-1/A filed September 22, 2017). |
| 10.3 | Form of Stock Escrow Agreement between the Registrant, Continental Stock Transfer & Trust Company and Black Ridge Oil & Gas, Inc. (incorporated by reference to Exhibit 10.3 to the Registrant's Form S-1/A filed September 22, 2017). |
| 10.4 | Form of Promissory Note issued to Black Ridge Oil & Gas, Inc. (incorporated by reference to Exhibit 10.4 to the Registrant's Form S-1/A filed September 22, 2017). |
| 10.5 | Form of Registration Rights Agreement among the Registrant and Black Ridge Oil & Gas, Inc. (incorporated by reference to Exhibit 10.5 to the Registrant's Form S-1/A filed September 22, 2017) |
| 10.6 | Form of Subscription Agreement for private units (incorporated by reference to Exhibit 10.6 to the Registrant's Form S-1/A filed September 22, 2017). |
| 10.7 | Form of Administrative Services Agreement (incorporated by reference to Exhibit 10.7 to the Registrant's Form S-1/A filed September 22, 2017). |
| 10.8 | Form of Share Purchase Agreement (incorporated by reference to Exhibit 10.01 to the Registrant's Current Report on Form 8-K filed July 17, 2019) |
| 10.9 | Share Purchase Agreement dated August 5, 2019 among Registrant, Simon Equity Development, LLC, Black Ridge Oil & Gas, Inc., and Allied Esports Media, Inc. (filed herewith) |
| 10.10 | Share Purchase Agreement dated August 5 2019, between TV AZTECA, S.A.B. DE C.V. and Registrant (filed herewith) |
| 10.11 | Pala Interactive LLC - Amended and Restated Services and Licensing Agreement (filed herewith) |
| 10.12 | Pala Interactive Software Development Agreement (filed herewith) |
| 10.13 | Pala Interactive Amendment 1 to Software Development Agreement (filed herewith) |
| 10.14 | Pala Interactive Amendment 2 to Software Development Agreement (filed herewith) |
| 10.15 | Pala Interactive Amendment 3 to Software Development Agreement (filed herewith) |
| 10.16 | Pala Interactive Amendment 4 to Software Development Agreement (filed herewith) |
| 10.17 | Pala Interactive - Amendment 5 to Software Development Agreement (filed herewith) |
| 10.18 | Pala Interactive Amendment 6 to Software Development Agreement (filed herewith) |
| 10.19 | Zynga Joint Content License Agreement (filed herewith) |
| 10.20 | National Sports Programming (Fox & FSN) Program Production and Televising Agreement (filed herewith) |
| 10.21 | National Sports Programming (Fox & FSN) Agreement (WPT Seasons 12-14 and SHR Seasons 1-3) (filed herewith) |
| 10.22 | National Sports Programming (Fox FSN) - Network Agreement (WPT S15-19 plus TBD Programming) (filed herewith) |
| 10.23 | National Sports Programming (Fox FSN) - Amendment to Agreement (filed herewith) |
| 10.24 | National Sports Programming (Fox FSN) - Amendment to Agreement (TBD Episodes) (filed herewith) |
| 10.25 | National Sports Programming (Fox FSN) - Amendment to Agreement (Corporate Restructure) (filed herewith) |
| 10.26 | National Sports Programming (Fox FSN) - Exclusivity Amendment (filed herewith) |
| 10.27 | National Sports Programming (Fox FSN) - Tubi TV Exclusivity Amendment (filed herewith) |
| 10.28 | World Poker Tour Wilshire Courtyard Lease (filed herewith) |
| 10.29 | First Amendment to World Poker Tour Wilshire Courtyard Lease (filed herewith) |
| 10.30 | Second Amendment to World Poker Tour Wilshire Courtyard Lease (filed herewith) |
| 10.31 | Third Amendment to World Poker Tour Wilshire Courtyard Lease (filed herewith) |
| 10.32 | Allied Esports Media- Quintana Office Property LLC Lease (filed herewith) |
| 10.33 | First Amendment to Allied Esports Media- Quintana Office Property LLC Lease (filed herewith) |
| 10.34 | Event Sponsorship Agreement between Newegg Inc. and Allied Esports International, Inc. (filed herewith) |
| 10.35 | Kingston Technology Company - Allied Esports International Event Sponsorship Agreement (filed herewith) |
| 10.36 | Ramparts, Inc.-Allied Esports International Lease (filed herewith) |
| 10.37 | First Amendment to Ramparts, Inc. - Allied Esports International Lease (filed herewith) |
| 10.38 | Second Amendment to Ramparts Inc. -Allied Esports International Inc. Lease (filed herewith) |
| 10.39 | Convertible Note Purchase Agreement dated October 11, 2018 (filed herewith) |
| 10.40 | Share Pledge Agreement dated October 11, 2018 (filed herewith) |
| 10.41 | Security Agreement dated October 11, 2018 (filed herewith) |
| 10.42 | Form of Convertible Promissory Note dated October 11, 2018 (filed herewith) |
| 10.43 | Convertible Note Purchase Agreement dated May 17, 2019 (filed herewith) |
| 10.44 | Share Pledge Agreement dated May 17, 2019 (filed herewith) |
| 10.45 | Security Agreement dated May 17, 2019 (filed herewith) |
| 10.46 | Form of Convertible Promissory Note dated May 17, 2019 (filed herewith) |
| 10.47 | Guaranty (assigned to Registrant) (filed herewith) |
| 10.48 | Amendment and Acknowledgement Agreement dated August 5, 2019 (filed herewith) |
| 10.49 | Pliska Employment Agreement dated January 24, 2018 (filed herewith) |
| 10.50 | Pliska Employment Agreement Amendment dated June 1, 2018 (filed herewith) |
| 10.51 | Pliska Employment Agreement Amendment dated December 19, 2018 (filed herewith) |
| 10.52 | Pliska- Trisara Restricted Share Issuance Agreement (filed herewith) |
| 21.1 | Subsidiaries of Registrant (filed herewith) |
| 99.1 | Audited Combined Financial Statements of AEII and WPT for the years ended December 31, 2018 and 2017 (filed herewith) |
| 99.2 | Unaudited combined balance sheet of AEII and WPT as of June 30, 2019 and the unaudited combined statements of operations and comprehensive loss, condensed combined statements of changes in parent's net investment, and condensed combined statements of cash flows for the periods ended June 30, 2019 and 2018 and the notes related thereto (filed herewith) |
| 99.3 | Unaudited pro forma condensed consolidated combined statements of operations of the Company for the six months ended June 30, 2019 and for the year ended December 31, 2018 (filed herewith) |

| | |
|---|---|
| 99.4 | Selected Historical Information (filed herewith) |
| 99.5 | Press Release issued August 12, 2019 (filed herewith) |

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: August 15, 2019

**ALLIED ESPORTS ENTERTAINMENT, INC.**

By: /s/ Ng Kwok Leung Frank
Ng Kwok Leung Frank
Chief Executive Officer

Exhibit 2.2

**AMENDMENT TO**
**AGREEMENT AND PLAN OF REORGANIZATION**

This Amendment to Agreement and Plan of Reorganization (this "Amendment") is entered into as of August 5, 2019 by and among Black Ridge Acquisition Corp., a Delaware corporation ("Parent"), Black Ridge Merger Sub Corp., a Delaware corporation and wholly owned subsidiary of Parent, Allied Esports Media, Inc., f/k/a Allied Esports Entertainment, Inc., a Delaware corporation ("Company"), Noble Link Global Limited, a British Virgin Islands exempted company ("Noble"), Ourgame International Holdings Ltd., a Cayman Islands corporation ("Ourgame"), and Primo Vital Ltd., a British Virgin Islands exempted company and wholly owned subsidiary of Ourgame.

**RECITALS**

A. On December 19, 2018, the parties entered into that certain Agreement and Plan of Reorganization (the "Agreement").

B. The parties desire to amend the Agreement pursuant to Section 11.11 of the Agreement, upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements specified in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions; Additional Terms. Capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

2. Clause (vi) of Section 6.14 of the Agreement is amended and restated as follows:

"(vi) in partial satisfaction of the Ourgame Notes pursuant to Section 6.18."

3. Parent Working Capital. Section 6.17 of the Agreement is amended and restated as follows:

"Parent Working Capital. On the Closing Date, after payments of amounts that Parent may pay in accordance with Section 6.14(i) hereof, Parent shall have at least $22,000,000 in cash or liquid securities available for the working capital needs of the Surviving Company and for general corporate purposes. $3,500,000 of such amount will be used to extinguish the Ourgame Notes at Closing pursuant to Section 6.18."

4. Section 6.18 of the Agreement is amended and restated as follows:

"Ourgame Notes. In order to extinguish the Thirty-Five Million US Dollars ($35,000,000) of outstanding debt obligations of the Company held by Ourgame (the "Ourgame Notes"), at the Closing Parent will (A) assume $10,000,000 (plus $1,200,000 of accrued interest) of debt obligations of Ourgame and Noble set forth on Schedule 6.18(a) attached hereto and (B) repay the remaining $23,800,000 balance by (i) paying Ourgame or its designees $3,500,000 in immediately available funds pursuant to Ourgame's wiring instructions, (ii) issuing to Ourgame or its designees 2,928,679 shares of Parent Common Stock as set forth on Schedule 6.18(b), which shall have no limitations or encumbrances on sale other than those required by applicable law, (iii) permitting Ourgame to retain $1,000,000 of loan proceeds from the Interim Financing for payment of the accounting, finance and legal expenses incurred by Ourgame to obtain shareholder approval and Hong Kong Stock Exchange approval of the Mergers, and (iv) causing Black Ridge Oil & Gas, Inc. to transfer to Ourgame or its designees an aggregate of 600,000 shares of Parent Common Stock held by it which shares shall continue to be subject to the terms of that certain Stock Escrow Agreement between Parent and Continental, dated as of October 4, 2017."

5. A new Section 6.22 of the Agreement is added as follows:

"Purchase Agreements. Parent has entered into purchase agreements with several third parties pursuant to which such third parties will purchase an aggregate of $21,700,000 of shares of Parent Common Stock in open market or privately negotiated transactions. If the purchasers are unable to purchase the full $21,700,000 of shares of Parent Common Stock in open market or privately negotiated transactions, Parent shall issue to the purchasers newly issued shares at Closing at a per-share price equal to the per-share amount held in the Trust Account, and having an aggregate value equal to the difference between $21,700,000 and the dollar amount of shares purchased by them in the open market or in privately negotiated transactions. At the Closing, Parent will issue to the purchasers 1.5 shares of Parent Common Stock for every 10 shares purchased by them under the purchase agreements.

6. Section 9.1(i) of the Agreement is amended and restated as follows:

"(i) by Ourgame, the Company or Noble, if immediately prior to the Mergers, Parent does not have cash on hand of $22,000,000 after payment of amounts that Parent may pay in accordance with Section 6.14(i)."

7. Representations and Warranties. Each of the parties represents and warrants that (a) it has the corporate right, power and authority to enter into and to perform its obligations under this Amendment, and (b) assuming the due authorization, execution and delivery of this Amendment by the other parties, this Amendment constitutes the legal, valid and binding obligation of such party, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

8. No Other Modification. Except as expressly set forth herein, the Agreement shall remain in full force and effect and shall not be modified by this Amendment.

9. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Delaware regardless of the laws that might otherwise govern under applicable principles of conflicts-of-law thereof.

10. Counterparts; Electronic Delivery. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same document and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Delivery by facsimile or electronic transmission to counsel for the other party of a counterpart executed by a party shall be deemed to meet the requirements of the previous sentence.

*Signature Page follows*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above.

BLACK RIDGE ACQUISITION CORP.

By: /s/ Ken DeCubellis
Name: Ken DeCubellis
Title: CEO

BLACK RIDGE MERGER SUB CORP.

By: /s/ Ken DeCubellis
Name: Ken DeCubellis
Title: CEO

ALLIED ESPORTS MEDIA, INC.,

By: /s/ Frank Ng
Name: Frank Ng
Title: Director

NOBLE LINK GLOBAL LIMITED

By: /s/ Frank Ng
Name: Frank Ng
Title: Director

OURGAME INTERNATIONAL HOLDINGS LTD.

By: /s/ Eric Yang
Name: Eric Yang
Title: CEO

PRIMO VITAL LTD.

By: /s/ Frank Ng
Name: Frank Ng
Title: Director

Exhibit 2.3

**AGREEMENT OF MERGER**

Between

**NOBLE LINK GLOBAL LIMITED**

AND

**ALLIED ESPORTS MEDIA, INC.**

**THIS AGREEMENT OF MERGER (hereinafter the "Agreement") is made on 9 August 2019.**

**PARTIES**

(1) **NOBLE LINK GLOBAL LIMITED**, a company incorporated in the British Virgin Islands under the BVI Business Companies Act, 2004 (the "**Act**") on 5 May 2015 (with company number 1872701), whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands (the "**Merging Company**"); and

(2) **ALLIED ESPORTS MEDIA, INC.,** a company incorporated in the State of Delaware on 5 November 2018 (with company number 7131224) whose registered office is at National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Delaware, USA (the "**Surviving Company**")

(together the "**Parties**" and each a "**Party**").

**BACKGROUND**

(A) The Merging Company is a company limited by shares, in good standing at the Registry of Corporate Affairs in the British Virgin Islands and validly existing under the laws of the British Virgin Islands.

(B) The Surviving Company is a company limited by shares, authorised to issue up to 20,000,000 shares of common stock, and 1,000,000 shares of preferred stock, of USD0.001 par value each share, in good standing at the office of the Delaware Secretary of State and validly existing under the laws of the State of Delaware.

(C) The Parties want to merge and enter into this Agreement, pursuant to the provisions of Part IX of the Act (the "**Merger**").

**AGREED TERMS**

1 The constituent companies to this Agreement are the Surviving Company and the Merging Company.

2 After the Merger, the name of the company will be**ALLIED ESPORTS MEDIA, INC..**

3 Upon the Merger, the separate corporate existence of the Merging Company shall cease and the Surviving Company shall become the owner, without other transfer, of all the rights and property of the Merging Company and the Surviving Company shall become subject to all liabilities obligations and penalties of the Surviving Company and the Merging Company.

4 Upon the Merger, the Surviving Company will promptly pay to the dissenting members of the Merging Company the amount, if any, to which they are entitled the laws of the British Virgin Islands (including, but not limited to the BVI Business Companies Act, 2004) with respect to the rights of dissenting members.

5 The Surviving Company agrees a service of process may be effected on it in the British Virgin Islands in respect of proceedings for the enforcement of any claim, debt, liability or obligation of the Merging Company or in respect of proceedings for the enforcement of the rights of a dissenting member of the Merging Company against the surviving corporation.

6 The Surviving Company irrevocably appoints Vistra (BVI) Ltd. as its agent to accept service of process in the proceedings referred to in this paragraph. The Surviving Company agrees that it will promptly pay to the dissenting members of Noble Link Global Limited the amount, if any, to which they are entitled under the Act.

7 After the Merger, the Surviving Company shall file the certificate of merger issued by the Delaware Secretary of State in respect of the Merger with the Registrar of Companies in the British Virgin Islands.

8 the separate corporate existence of the Merging Company shall cease and the Surviving Company shall become the owner, without other transfer, of all the rights and property of the Merging Company and the Surviving Company shall become subject to all liabilities obligations and penalties of the Surviving Company and the Merging Company

9 The Merger shall be effective as provided by the laws of the British Virgin Islands.

10 This Agreement may be executed in counterparts.

11 The terms of this Agreement shall control in the event of any conflict between the terms of this Agreement and the Agreement and Plan of Reorganization dated December 19, 2018, as amended, among the Parties, Allied Esports Entertainment, Inc., f/k/a Black Ridge Acquisition Corp., Black Ridge Merger Sub Corp., Ourgame International Holdings Ltd., and Primo Vital Ltd.

**IN WITNESS HEREOF** the Parties hereto have caused this Agreement of Merger to be executed as a deed on 9 August 2019

/s/ Kwok Leung Frank NG
Kwok Leung Frank NG
Director
**NOBLE LINK GLOBAL LIMITED**

/s/ Adam Pliska
Adam Pliska
Secretary
**ALLIED ESPORTS MEDIA, INC.**

Exhibit 2.4

# PLAN OF MERGER

Between

**NOBLE LINK GLOBAL LIMITED**

AND

**ALLIED ESPORTS MEDIA, INC.**

**THIS PLAN OF MERGER** (hereinafter the "**Plan of Merger**") is made on 9 August 2019.

**PARTIES**

(1) **NOBLE LINK GLOBAL LIMITED**, a company incorporated in the British Virgin Islands under the BVI Business Companies Act, 2004 (the "**Act**") on 5 May 2015 (with company number 1872701), whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands (the "**Merging Company**"); and

(2) **ALLIED ESPORTS MEDIA, INC.,** a company incorporated in the State of Delaware on 5 November 2018 (with company number 7131224), whose registered office is at National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Delaware, USA (the "**Surviving Company**").
(together the "**Parties**" and each a "**Party**")

**BACKGROUND**

(A) The Merging Company is a company limited by shares, in good standing at the Registry of Corporate Affairs in the British Virgin Islands and validly existing under the laws of the British Virgin Islands.

(B) The Surviving Company is a company limited by shares, authorised to issue up to 20,000,000 shares of common stock, and 1,000,000 shares of preferred stock, of USD 0.001 par value each share, in good standing at the office of the Delaware Secretary of State and validly existing under the laws of the State of Delaware.

(C) The Parties want to merge and enter into this Plan of Merger, pursuant to the provisions of Part IX of the Act (the "**Merger**").

(D) The directors of the Merging Company deem it desirable and in the best interest of the Parties and their members (as the case may be) that the Merging Company be merged into the Surviving Company.

(E) The directors of the Surviving Company deem it desirable and in the best interest of the Parties and their stockholders (as the case may be) that the Merging Company be merged into the Surviving Company.

(F) The memorandum and articles of association of the Merging Company were registered with the Registrar of Companies in the British Virgin Islands on 5 May 2015.

(G) The articles of incorporation of the Surviving Company were registered with the Delaware Secretary of State on November 5, 2018.

**AGREED TERMS**

1 The constituent companies to this Plan of Merger are the Surviving Company and the Merging Company.

2 The Merging Company is **NOBLE LINK GLOBAL LIMITED**.

3 The Surviving Company is **ALLIED ESPORTS MEDIA, INC.**.

4 After the Merger, the name of the company will be**ALLIED ESPORTS MEDIA, INC.**.

5 The Merging Company is authorised to issue 50,000 shares of USD1.00 par value each.

6 The Merging Company has 50,000 shares in issue, all of which are entitled to vote on the Merger as one class.

7 The Surviving Company is authorised to issue 20,000,000 shares of common stock, and 1,000,000 shares of preferred stock, of USD0.001 par value each.

8 The Surviving Company has 11,602,754 shares in issue, all of which are entitled to vote on the Merger as one class.

9 Upon the Merger, the separate corporate existence of the Merging Company shall cease and the Surviving Company shall become the owner, without other transfer, of all the rights and property of the Merging Company and the Surviving Company shall become subject to all liabilities obligations and penalties of the constituent companies.

10 The terms and conditions of the Merger are as follows:

(a) each share issued and outstanding in the Merging Company on the effective date of the merger shall be cancelled.

11 The constitutional document of the Surviving Company shall be amended and restated in the form attached hereto as Schedule 1.

12 This Plan of Merger was be submitted to and approved by the members and stockholders, as applicable, of both the Surviving Company and Merging Company by way of a Resolution of Shareholders on 5 August 2019.

13 The Surviving Company agrees a service of process may be effected on it in the British Virgin Islands in respect of proceedings for the enforcement of any claim, debt, liability or obligation of the Merging Company or in respect of proceedings for the enforcement of the rights of a dissenting member of the Merging Company against the Surviving Company.

14 The Surviving Company irrevocably appoints Vistra (BVI) Ltd as its agent to accept service of process in the proceedings referred to in this paragraph. The Surviving Company agrees that it will promptly pay to the dissenting members of Noble Link Global Limited the amount, if any, to which they are entitled under the Act.

15 Attached as Schedule 2 is a certificate of merger issued by the Delaware Secretary of State in respect of the Merger.

16 The Merger shall be effective as provided by the laws of the British Virgin Islands.

17 This Plan of Merger may be executed in counterparts.

18 The terms of this Plan of Merger shall control in the event of any conflict between the terms of this Plan of Merger and the Agreement and Plan of Reorganization dated December 19, 2018, as amended, among the Parties, Allied Esports Entertainment, Inc., f/k/a Black Ridge Acquisition Corp., Black Ridge Merger Sub Corp., Ourgame International Holdings Ltd., and Primo Vital Ltd.

**IN WITNESS HEREOF** the Parties hereto have caused this Plan of Merger to be executed as a deed on **9 August 2019**

/s/ Kwok Leung Frank NG
Kwok Leung Frank NG
Director
**NOBLE LINK GLOBAL LIMITED**

/s/ Adam Pliska
Adam Pliska
Secretary
**ALLIED ESPORTS MEDIA, INC.**

Exhibit 3.1

**SECOND AMENDED AND RESTATED**

**CERTIFICATE OF INCORPORATION**

**OF**

**BLACK RIDGE ACQUISITION CORP.**

**- - - - - - - - - - - - - - - - - - - - - - - - - -**
**Pursuant to Section 245 of the**
**General Corporation Law of the State of Delaware**
**- - - - - - - - - - - - - - - - - - - - - - - - - -**

BLACK RIDGE ACQUISITION CORP., a corporation existing under the laws of the State of Delaware (the "Corporation"), by its Chief Executive Officer, hereby certifies as follows:

1. The name of the Corporation is "Black Ridge Acquisition Corp."

2. The Corporation's Certificate of Incorporation was filed in the office of the Secretary of State of the State of Delaware on May 9, 2017. The Corporation's first Amended and Restated Certificate of Incorporation was filed in the office of the Secretary of State of the State of Delaware on October 4, 2017.

3. This Second Amended and Restated Certificate of Incorporation restates, integrates and amends the first Amended and Restated Certificate of Incorporation of the Corporation.

4. This Second Amended and Restated Certificate of Incorporation was duly adopted by joint written consent of the directors and stockholders of the Corporation in accordance with the applicable provisions of Sections 141(f), 228, 242 and 245 of the General Corporation Law of the State of Delaware ("GCL").

5. The text of the Certificate of Incorporation of the Corporation is hereby amended and restated to read in full as follows:

FIRST: The name of the corporation is Allied Esports Entertainment, Inc. (hereinafter sometimes referred to as the "Corporation").

SECOND: The registered office of the Corporation is to be located at 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at that address is The Corporation Trust Company.

THIRD: The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized under the GCL.

FOURTH: The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 66,000,000 of which 65,000,000 shares shall be Common Stock of the par value of $0.0001 per share and 1,000,000 shares shall be Preferred Stock of the par value of $0.0001 per share.

A. Preferred Stock. The Board of Directors is expressly granted authority to issue shares of the Preferred Stock, in one or more series, and to fix for each such series such voting powers, full or limited, and such designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issue of such series (a "Preferred Stock Designation") and as may be permitted by the GCL. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of all of the then outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, without a separate vote of the holders of the Preferred Stock, or any series thereof, unless a vote of any such holders is required pursuant to any Preferred Stock Designation.

B . Common Stock. Except as otherwise required by law or as otherwise provided in any Preferred Stock Designation, the holders of the Common Stock shall exclusively possess all voting power and each share of Common Stock shall have one vote.

FIFTH: The name and mailing address of the sole incorporator of the Corporation are as follows:

| Name | Address |
|---|---|
| Jeffrey M. Gallant | Graubard Miller<br>The Chrysler Building<br>405 Lexington Avenue<br>New York, New York 10174 |

SIXTH: The Board of Directors shall be divided into three classes: Class A, Class B and Class C. The number of directors in each class shall be fixed exclusively by the Board of Directors and shall be as nearly equal as possible. The directors in Class A shall be elected for a term expiring at the first annual meeting of stockholders after the date on which this Certificate of Incorporation was first filed in the office of the Secretary of State of the State of Delaware (the "Effective Date"). The directors in Class B shall be elected for a term expiring at the second annual meeting of stockholders after the Effective Date. The directors in Class C shall be elected for a term expiring at the third annual meeting of stockholders after the Effective Date. Commencing at the first annual meeting of stockholders after the Effective Date, and at each annual meeting thereafter, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election. Except as the GCL may otherwise require, in the interim between annual meetings of stockholders or special meetings of stockholders called for the election of directors and/or the removal of one or more directors and the filling of any vacancy in that connection, newly created directorships and any vacancies in the Board of Directors, including unfilled vacancies resulting from the removal of directors for cause, may be filled only by the vote of a majority of the remaining directors then in office, although less than a quorum (as defined in the Corporation's Bylaws), or by the sole remaining director. All directors shall hold office until the expiration of their respective terms of office and until their successors shall have been elected and qualified. A director elected to fill a vacancy resulting from the death, resignation or removal of a director shall serve for the remainder of the full term of the director whose death, resignation or removal shall have created such vacancy and until his successor shall have been elected and qualified.

SEVENTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

A. Election of directors need not be by ballot unless the by-laws of the Corporation so provide.

B. The Board of Directors shall have the power, without the assent or vote of the stockholders, to make, alter, amend, change, add to or repeal the by-laws of the Corporation as provided in the by-laws of the Corporation.

C. In addition to the powers and authorities hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation; subject, nevertheless, to the provisions of the statutes of Delaware, of this Certificate of Incorporation, and to any by-laws from time to time made by the stockholders; provided, however, that no by-law so made shall invalidate any prior act of the directors which would have been valid if such by-law had not been made.

EIGHTH: A. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the GCL, or (iv) for any transaction from which the director derived an improper personal benefit. If the GCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the GCL, as so amended. Any repeal or modification of this paragraph A by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation with respect to events occurring prior to the time of such repeal or modification.

B. The Corporation, to the full extent permitted by Section 145 of the GCL, as amended from time to time, shall indemnify all persons whom it may indemnify pursuant thereto. Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative, or investigative action, suit or proceeding for which such officer or director may be entitled to indemnification hereunder shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized hereby.

NINTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

TENTH: A. Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the GCL or this Certificate of Incorporation or the Corporation's Bylaws, or (iv) any action asserting a claim governed by the internal affairs doctrine shall be the Court of Chancery of the State of Delaware (or if the Court of Chancery does not have jurisdiction, another state court located within the State of Delaware, or if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware) in all cases subject to the court's having personal jurisdiction over the indispensable parties named as defendants.

B. If any action the subject matter of which is within the scope of Section A immediately above is filed in a court other than a court located within the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce Section A immediately above (an "FSC Enforcement Action") and (ii) having service of process made upon such stockholder in any such FSC Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

C. If any provision or provisions of this Article TENTH shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article TENTH (including, without limitation, each portion of any sentence of this Article TENTH containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article TENTH.

ELEVENTH: The doctrine of corporate opportunity, or any other analogous doctrine, shall not apply with respect to the Corporation or any of its officers or directors in circumstances where the application of any such doctrine would conflict with any fiduciary duties or contractual obligations they may have as of the date of this Certificate of Incorporation or in the future. In addition to the foregoing, the doctrine of corporate opportunity shall not apply to any other corporate opportunity with respect to any of the directors or officers of the Corporation unless such corporate opportunity is offered to such person solely in his or her capacity as a director or officer of the Corporation and such opportunity is one the Corporation is legally and contractually permitted to undertake and would otherwise be reasonable for the Corporation to pursue.

IN WITNESS WHEREOF, the Corporation has caused this Second Amended and Restated Certificate of Incorporation to be signed by Frank Ng, its Chief Executive Officer, as of the 9th day of August, 2019.

/s/ Frank Ng
Frank Ng
Chief Executive Officer

Exhibit 10.9

**SHARE PURCHASE AGREEMENT**

This Share Purchase Agreement ("Agreement"), dated August 5, 2019, among Simon Equity Development, LLC (the "Purchaser"), Black Ridge Acquisition Corp. (the "Company"), Black Ridge Oil & Gas, Inc. ("BROG") and Allied Esports Media, Inc. ("Allied").

RECITALS:

A. The Company intends to hold a special meeting of its stockholders ("Meeting") to consider and act upon, among other things, a proposal to adopt and approve an Agreement and Plan of Merger, dated as of December 19, 2018 (the "Merger Agreement"), by and among the Company, Black Ridge Merger Sub Corp., Allied Esports Media, Inc. (f/k/a Allied Esports Entertainment, Inc.), Noble Link Global Limited, Ourgame International Holdings Ltd. and Primo Vital Ltd.

B. The Purchaser is willing to purchase shares of common stock of the Company, based on the terms and conditions contained in this Agreement.

NOW THEREFORE IT IS AGREED:

1. Purchase of Shares. The Company hereby agrees that it shall sell to Purchaser at the Closing (defined below) $5,000,000 of newly issued shares of common stock of the Company ("New Shares"), valued at the price per share in the Company's trust account established in connection with its initial public offering ("IPO") after giving effect to the repayment of the $30,000 loan to the Company (the proceeds of which were placed into the trust account) described in the Company's proxy statement dated June 28, 2019. Provided, however, that the dollar amount of New Shares which will be sold to Purchaser at Closing shall be reduced by the aggregate dollar amount Purchaser spends, at Purchaser's sole option, purchasing shares of common stock of the Company in open market or privately negotiated transactions ("Public Shares"). The purchase price for the New Shares, less $50,000 as payment of the Purchaser's fees and expenses in connection with the transactions contemplated by this Agreement, shall be delivered by the Purchaser one day prior to the Closing to Continental Stock Transfer and Trust Company, as escrow agent, (the "Escrow Agent") pursuant to an escrow agreement by and between the Purchaser, an entity formed by the Company solely for purposes of entering into the Escrow Agreement "(NewCo") and the Escrow Agent in the form attached hereto. If the Closing does not occur or this Agreement is otherwise terminated, the Escrow Agent shall promptly return any such purchase price without interest or deduction in accordance with the terms of the Escrow Agreement. All shares purchased hereunder pursuant to this Section 1, whether Public Shares or New Shares, shall hereafter be referred to as the "Purchased Shares." Purchaser agrees that it will not seek conversion of any of the shares purchased hereunder at the Meeting.

2. Share Issuance/Transfer. In consideration of the agreements set forth in Section 1 hereof, upon consummation of the transactions contemplated by the Merger Agreement (the "Closing"), the Company will issue to the Purchaser one and one-half (1.5) additional share of common stock, par value $0.0001 per share ("Common Stock"), of the Company for every ten (10) Purchased Shares that are purchased by the Purchaser. Additionally, as an inducement for the Purchaser to enter into this Agreement, BROG shall transfer to the Purchaser for no consideration 200,000 shares of Common Stock it currently owns (the "BROG Shares"). The shares of Common Stock issued to the Purchaser by the Company pursuant to this Section 2 and the BROG Shares shall hereafter be collectively referred to as the "Additional Securities."

3. Registration Rights. The Company shall, within thirty (30) calendar days after the Closing (the "Filing Deadline"), file with the Securities and Exchange Commission (the "Commission") a registration statement registering the resale of the Purchased Shares and Additional Securities (as amended from time to time, the "Registration Statement"), and use its best efforts to have the Registration Statement declared effective within the earlier of (i) sixty (60) days of the filing of the Registration Statement and (ii) five (5) business days after being advised by the Commission that the Commission is not reviewing the Registration Statement or has no further comments to the Registration Statement (the "Effectiveness Deadline"). The Company shall file a post-effective amendment to the registration statement on Form S-3 covering all of the Purchased Shares and Additional Securities as soon as practical upon the Company becoming eligible to use Form S-3 for such purpose. The Company will use its reasonable best efforts to maintain the continuous effectiveness of the Registration Statement until the earlier of (a) the date on which such securities may be resold without volume or manner of sale limitations pursuant to Rule 144 promulgated under the Securities Act and (b) the date on which the Purchaser has notified the Company that all of such registrable securities have actually been sold. Upon the Registration Statement becoming declared effective by the Commission, (i) the Company will promptly notify the Purchaser of the effectiveness of the Registration Statements, and (ii) if after the date the Registration Statement is declared effective, the Purchaser seeks to sell the Purchased Share and/or Additional Securities, the Company shall take all actions reasonably necessary to allow, and shall use reasonable best efforts to ensure that the Company's transfer agent and counsel facilitate, the sale or transfer of the Purchased Shares and Additional Shares pursuant to the Registration Statement.

The Company shall:

(a) advise the Purchaser within one (1) Business Day:

(1) when the Registration Statement or any amendment thereto has been filed with the Commission and when such Registration Statement or any post-effective amendment thereto has become effective;

(2) of any request by the Commission for amendments or supplements to the Registration Statement or the prospectus included therein or for additional information with respect thereto;

(3) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for such purpose;

(4) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Purchased Shares or Additional Securities included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(5) if it learns that any statement included in the Registration Statement or related prospectus is misleading and omits to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading.

Notwithstanding anything to the contrary set forth herein, the Company shall not, when so advising the Purchaser of such events, provide the Purchaser with any material, nonpublic information regarding the Company;

(b) use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of the Registration Statement as soon as reasonably practicable;

(c) upon the occurrence of any event contemplated above, except for such times as the Company is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of the Registration Statement, the Company shall use its best efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Purchased Shares and Additional Securities included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(d) use its commercially reasonable efforts to cause all the Purchased Shares and Additional Securities to be listed on each securities exchange or market, if any, on which equity securities issued by the Company have been listed; and

(e) use its reasonable best efforts to take all other steps necessary to effect the registration of the Purchased Shares and Additional Securities contemplated hereby.

The Company shall, notwithstanding any termination of this Agreement, indemnify, defend and hold harmless the Purchaser (to the extent a seller under any Registration Statement), the officers, directors, agents, partners, members, managers, stockholders, affiliates, employees and investment advisers of each of them, each person who controls the Purchaser (within the meaning of Section 15 of the Securities Act of 1933, as amended (the "Securities Act") or Section 20 of the Securities Exchange Act of 1934, as amended, the "Securities Exchange Act")) and the officers, directors, partners, members, managers, stockholders, agents, affiliates, employees and investment advisers of each such controlling person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Losses"), as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any prospectus included in any Registration Statement or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, or (ii) any violation or alleged violation by the Company of the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder, in connection with the performance of its obligations under Section 3, except to the extent, but only to the extent, that such untrue statements, untrue statements, omissions or omissions are based upon information regarding the Purchaser furnished in writing to the Company by the Purchaser expressly for use therein. The Company shall notify the Purchaser promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by Section 3 of which the Company is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an indemnified party and shall survive the transfer of the Purchased Shares and Additional Securities by the Purchaser.

4. Representations of Purchaser. Purchaser hereby represents and warrants to the Company that:

(a) This Agreement has been validly authorized, executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery thereof by the other party hereto, is a valid and binding agreement enforceable in accordance with its terms, subject to the general principles of equity and to bankruptcy or other laws affecting the enforcement of creditors' rights generally. The execution, delivery and performance of this Agreement by the Purchaser does not and will not conflict with, violate or cause a breach of, constitute a default under, or result in a violation of (i) any agreement, contract or instrument to which the Purchaser is a party which would prevent the Purchaser from performing its obligations hereunder or (ii) any law, statute, rule or regulation to which the Purchaser is subject.

(b) Purchaser is an "accredited investor" as defined by Rule 501 under the Securities Act.

(c) Purchaser acknowledges that it has had the opportunity to review this Agreement and the transactions contemplated by this Agreement with the Purchaser's own legal counsel and investment and tax advisors. Purchaser is familiar with the business, management, financial condition and affairs of the Company.

(d) Purchaser has reviewed the documents of the Company filed with the Commission (the "Company Filings"), including the definitive proxy statement relating to the Meeting and any supplement thereto (collectively, the "Proxy Statement"), and Purchaser understands the content of the Company Filings and the risks described about an investment in the Company.

(e) Purchaser has been advised that the New Shares, if any, and the Additional Securities have not been registered under the Securities Act.

5. Company, BROG and Allied Representations and Covenants. Each of the Company, BROG and Allied, jointly and severally, hereby represents, warrants and covenants to the Purchaser that:

(a) The Company is duly organized and is validly existing in good standing under the laws of the jurisdiction of its organization as the type of entity that it purports to be.

(b) This Agreement has been validly authorized, executed and delivered by it and, assuming the due authorization, execution and delivery thereof by the other party hereto, is a valid and binding agreement enforceable in accordance with its terms, subject to the general principles of equity and to bankruptcy or other laws affecting the enforcement of creditors' rights generally. The execution, delivery and performance of this Agreement by each of the Company and Allied does not and will not conflict with, violate or cause a breach of, constitute a default under, or result in a violation of (i) any agreement, contract or instrument to which the Company or Allied is a party which would prevent the Company or Allied from performing its obligations hereunder or (ii) any law, statute, rule or regulation to which the Company or Allied is subject.

(c) Each of the Company, BROG and Allied has the requisite corporate power and authority to enter into and to perform its obligations under this Agreement; and the execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary action on the part of the Company.

(d) None of the Company Filings, as of their respective dates (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing), contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and the Proxy Statement as of the date hereof contains and at the Closing date will not contain any untrue statement of a material fact or omit statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) The representations and warranties the Company, Allied and their representative affiliates contained in their Merger Agreement are true, correct and complete and the Purchaser may rely on such representations and warranties as if such representations and warranties had been made directly to the Purchaser.

(f) The Company shall use the $5,000,000 of proceeds from the purchase price of the Purchased Shares as set forth in the letter agreement by and among the Company, Allied and the Purchaser dated as of June 26, 2019 (the "Letter Agreement").

(g) BROG is the sole record and beneficial owner of the BROG Shares. None of the BROG Shares is subject to any lien, claim, restriction, security interest or encumbrance or to any option, warrant or agreement (collectively, "Encumbrances") that restricts BROG from transferring good and marketable title to the BROG Shares to the Purchaser free and clear of any Encumbrances except for the restrictions on transferability set forth in that certain Stock Escrow Agreement, dated as of October 4, 2017, between the Company and BROG which restrictions will be released with respect to the BROG Shares on the Closing. BROG acknowledges and agrees that the Purchaser's entering into this Agreement constitutes good and valuable consideration for BROG transferring the BROG Shares to the Purchaser as an inducement to enter into this Agreement, by virtue of the benefits BROG is receiving and a stockholder of the Company.

6. Conditions to Closing. The Purchaser shall not be required to purchase the New Shares or otherwise consummate the transactions contemplated hereby unless (i) the Company shall have formed NewCo and (ii) NewCo shall have entered into an escrow agreement with the Purchaser and the Escrow Agent in the form attached as Exhibit A hereto.

7. Disclosure; Exchange Act Filings. Promptly after execution of this Agreement, the Company will file a Current Report on Form 8-K ("Signing Form 8-K") under the Exchange Act reporting it. The parties to this Agreement shall reasonably cooperate with one another to cause the Signing Form 8-K to be filed with the Commission.

8. Entire Agreement; Amendment. This Agreement, together with the Letter Agreement, (except to the extent the Letter Agreement is superseded hereby), constitute the entire agreement among the parties with respect to the subject matter hereof and may be amended or modified only by written instrument signed by all parties. The headings in this Agreement are for convenience of reference only and shall not alter or otherwise affect the meaning hereof.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York, including the conflicts of law provisions and interpretations thereof.

10. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

11. Termination. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall become null and void and of no force and effect (i) upon the termination of the Merger Agreement prior to the Closing, (ii) if the Purchaser fails to purchase the $5 million of Purchased Shares by the Closing, (iii) if the Merger shall not have been completed by August 10, 2019, (iv) if any condition or covenant set forth in the Merger Agreement has been amended, modified, deleted or otherwise changed or waived by any party to the Merger Agreement without the written consent of Purchaser, (v) if TV AZTECA S.A.B. DE C.V., a Grupo Salinas company, shall have not purchased $5 million of shares of Common Stock of BRAC on the same terms as the Purchaser's purchase of Purchased Shares pursuant to this Agreement (vi) upon a breach by any party hereto of their respective representations, warranties or covenants set forth in this Agreement or (vii) the conditions set forth in Section 6 are not satisfied. Notwithstanding any provision in this Agreement to the contrary, the Company's obligation to issue the shares of Common Stock to the Purchaser pursuant to Section 2 hereof and BROG's obligation to transfer the BROG Shares to the Purchaser pursuant to Section 2 hereof shall be conditioned on the Closing occurring and the Purchaser purchasing the $5 million of Purchased Shares.

12. Remedies. Each of the parties hereto acknowledges and agrees that, in the event of any breach of any covenant or agreement contained in this Agreement by the other party, money damages may be inadequate with respect to any such breach and the non-breaching party may have no adequate remedy at law. It is accordingly agreed that each of the parties hereto shall be entitled, in addition to any other remedy to which they may be entitled at law or in equity, to seek injunctive relief and/or to compel specific performance to prevent breaches by the other party hereto of any covenant or agreement of such other party contained in this Agreement.

13. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement shall not be assigned by either party without the prior written consent of the other party hereto.

[Signature Page Follows]

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

PURCHASER:

By: _____
Name: _____
Title: _____

COMPANY:

By: _____
Name: _____
Title: _____

ALLIED:

By: _____
Name: _____
Title: _____

Exhibit 10.10

**SHARE PURCHASE AGREEMENT**

This Share Purchase Agreement ("Agreement"), dated August 5, 2019, among TV AZTECA, S.A.B. DE C.V. (the "Purchaser") and Black Ridge Acquisition Corp. (the "Company").

RECITALS:

A. The Company intends to hold a special meeting of its stockholders ("Meeting") to consider and act upon, among other things, a proposal to adopt and approve the Agreement and Plan of Reorganization, dated as of December 19, 2018, as amended (the "Merger Agreement"), by and among the Company, Black Ridge Merger Sub Corp., Allied Esports Media, Inc. (f/k/a Allied Esports Entertainment, Inc.), Noble Link Global Limited, Ourgame International Holdings Ltd. and Primo Vital Ltd.

B. The Purchaser is willing to purchase shares of common stock (the "Public Shares") of the Company sold in the Company's initial public offering ("IPO"), based on the terms and conditions contained in this Agreement.

NOW THEREFORE IT IS AGREED:

1 . Purchase of Shares. The Purchaser hereby agrees, subject to the terms and conditions contained herein, that it will use commercially reasonable efforts to purchase at least $5 million of Public Shares in the open market or in privately negotiated transactions commencing two business days after the filing of the Signing Form 8-K (defined below) and ending on the close of business on August 9, 2019. The Purchaser shall not be required to pay an amount in excess of the per share amount held in the Company's trust account (currently approximately $10.30 per share) before deduction of any commission or other sales charges incurred in connection with the purchase of such shares for the Public Shares (the "Maximum Price"). To the extent, at any time prior to the time that Purchaser has purchased all Purchased Shares required by it to be purchased by it pursuant to this Section 1, the per share amount of funds held in the Company's trust account is not $10.30, the Company shall provide prompt notice to the Purchaser of the new per share amount held in the Company's trust account. Purchaser agrees that it will not seek conversion at the Meeting of any of the shares purchased hereunder. However, in the event the Mergers (as defined in the Merger Agreement) do not close on or before August 9, 2019, the Company will dissolve and liquidate and any shares purchased by Purchaser shall be redeemed for cash upon such liquidation with such cash being delivered to an account designated by the Purchaser. If Purchaser is unable to purchase the full $5 million of Public Shares at a price per share equal or less than the Maximum Price for any reason, the Company shall sell to Purchaser at the Closing (defined below) a number of newly issued shares of common stock of the Company ("New Shares"), valued at the Maximum Price, equal to the difference between $5 million and the aggregate purchase price of the Public Shares purchased hereunder by Purchaser (before deduction of any commission or other sales charges incurred in connection with such purchase). The purchase price for the New Shares shall be delivered by the Purchaser on or before the Closing to an account designated by the Company. Promptly after the Closing, certificates representing such New Shares shall be issued by the Company's transfer agent to Purchaser. All shares purchased hereunder pursuant to this Section 1, whether Public Shares or New Shares, shall hereafter be referred to as the "Purchased Shares." If the Closing does not occur on or before August 9, 2019, any purchase price delivered by the Purchaser to an account of the Company shall be promptly returned to the Purchaser.

2 . Share Issuance/Transfer. Upon consummation of the transactions contemplated by the Merger Agreement (the "Closing"), the Company will issue to the Purchaser one and one-half (1.5) additional share of common stock, par value $0.0001 per share ("Common Stock"), of the Company for every ten (10) Purchased Shares that are purchased by the Purchaser. The Company will cause its transfer agent to issue the shares of Common Stock to Purchaser as promptly as possible. Additionally, Black Ridge Oil & Gas, Inc. shall transfer to Purchaser 200,000 shares of Common Stock of the Company. The shares of Common Stock issued and transferred to the Purchaser pursuant to this Section 2 shall hereafter be referred to as the "Additional Securities." Notwithstanding any provision in this Agreement to the contrary, the Company's obligation to issue and transfer the Additional Securities to the Purchaser shall be conditioned on the purchase by Purchaser of all Purchased Shares required to be purchased by it pursuant to Section 1.

3. Registration Rights. The Company agrees to file a registration statement covering the resale by the Purchaser of the New Shares, if any, and Additional Securities as promptly as practicable following the Closing and use its best efforts to have such registration statement declared effective by the Securities and Exchange Commission as soon as possible. The Company agrees to keep such registration statement effective until all New Shares, if any and Additional Securities have been sold pursuant to such registration statement or may be sold freely by the Purchaser under Rule 144 ("Rule 144") under the Securities Act (as defined below) without any limitation on the manner of sale or amount of securities that may be sold. The costs and expenses of such registration statement (including Securities and Exchange Commission filing fees but excluding any commissions or other sales charges) shall be borne by the Company. Upon the registration statement becoming declared effective by the SEC, (i) the Company will promptly notify the Purchaser of the effectiveness of the registration statements, and (ii) if after the date the registration statement is declared effective, the Purchaser seeks to sell the New Shares and/or Additional Securities, the Company shall take all actions reasonably necessary to allow, and shall use reasonable best efforts to ensure that the Company's transfer agent and counsel facilitate, the sale or transfer of the securities pursuant to the registration statement.

The Company shall:

(a) advise the Purchaser within one (1) Business Day:

(1) when the registration statement or any amendment thereto has been filed with the SEC and when such registration statement or any post-effective amendment thereto has become effective;

(2) of any request by the SEC for amendments or supplements to the registration statement or the prospectus included therein or for additional information with respect thereto;

(3) of the issuance by the SEC of any stop order suspending the effectiveness of the registration statement or the initiation of any proceedings for such purpose;

(4) of the receipt by the Company of any notification with respect to the suspension of the qualification of the securities included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(5) if it learns that any statement included in the registration statement or related prospectus is misleading or omits to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading.

Notwithstanding anything to the contrary set forth herein, the Company shall not, when so advising the Purchaser of such events, provide the Purchaser with any material, nonpublic information regarding the Company;

(b) use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of the registration statement as soon as reasonably practicable;

(c) upon the occurrence of any event contemplated above, the Company shall use its best efforts to as soon as reasonably practicable prepare a post-effective amendment to such registration statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the securities included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(d) use its reasonable best efforts to take all other steps necessary to effect the registration and sale of the securities contemplated hereby (including any registration or qualification required by any state securities laws, provided that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject).

The Company shall, notwithstanding any termination of this Agreement, indemnify, defend and hold harmless the Purchaser (to the extent a seller under any Registration Statement), the officers, directors, agents, partners, members, managers, stockholders, affiliates, employees and investment advisers of the Purchaser, each person who controls the Purchaser (within the meaning of Section 15 of the Securities Act of 1933, as amended (the "Securities Act") or Section 20 of the Securities Exchange Act of 1934, as amended, the "Securities Exchange Act")) and the officers, directors, partners, members, managers, stockholders, agents, affiliates, employees and investment advisers of each such controlling person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Losses"), as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in any registration statement, any prospectus included in any registration statement or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, or (ii) any violation or alleged violation by the Company of the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder, in connection with the performance of its obligations under Section 3, except to the extent, but only to the extent, that such untrue statements, untrue statements, omissions or omissions are based upon information regarding the Purchaser furnished in writing to the Company by the Purchaser expressly for use therein. The Company shall notify the Purchaser promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by Section 3 of which the Company is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an indemnified party and shall survive the transfer of the securities contemplated hereby by the Purchaser.

(e) any registration statement filed pursuant to this Agreement shall, to the extent permitted by the Securities Act and the rules and regulations promulgated therein be on or converted to a Form S-3 registration statement and register the securities registered thereby for resale pursuant to Rule 415 under the Securities Act.

4. Representations of Purchaser. Purchaser hereby represents and warrants to the Company that:

(a) Purchaser, in making the decision to purchase the Purchased Shares and receive the Additional Securities, has not relied upon any oral or written representations or assurances from the Company or any of its officers, directors, partners or employees or any other representatives or agents, other than those contained in Section 5 below.

(b) This Agreement has been validly authorized, executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery thereof by the other party hereto, is a valid and binding agreement enforceable in accordance with its terms, subject to the general principles of equity and to bankruptcy or other laws affecting the enforcement of creditors' rights generally. The execution, delivery and performance of this Agreement by the Purchaser does not and will not conflict with, violate or cause a breach of, constitute a default under, or result in a violation of (i) any agreement, contract or instrument to which the Purchaser is a party which would prevent the Purchaser from performing its obligations hereunder (ii) any law, statute, rule or regulation to which the Purchaser is subject or (iii) the Purchaser's Certificate of Incorporation or bylaws.

(c) Purchaser is an "accredited investor" as defined by Rule 501 under the Securities Act of 1933, as amended (the "Securities Act").

(d) Purchaser acknowledges that it has had the opportunity to review this Agreement and the transactions contemplated by this Agreement with the Purchaser's own legal counsel and investment and tax advisors.

(e) Purchaser has reviewed the documents of the Company ("Company Filings"), filed as of the date hereof with the Securities and Exchange Commission ("SEC"), including the proxy statement relating to the Meeting, and Purchaser understands the content of the Company Filings and the risks described about an investment in the Company.

(f) Purchaser has been advised that the New Shares, if any, and the Additional Securities have not been registered under the Securities Act of 1933, as amended.

5. Company Representations. The Company hereby represents and warrants to the Purchaser that:

(a) The Company is duly organized and is validly existing in good standing under the laws of the jurisdiction of its organization as the type of entity that it purports to be.

(b) This Agreement has been validly authorized, executed and delivered by it and, assuming the due authorization, execution and delivery thereof by the other party hereto, is a valid and binding agreement enforceable in accordance with its terms, subject to the general principles of equity and to bankruptcy or other laws affecting the enforcement of creditors' rights generally. The execution, delivery and performance of this Agreement by the Company does not and will not conflict with, violate or cause a breach of, constitute a default under, or result in a violation of (i) any agreement, contract or instrument to which the Company is a party which would prevent the Company from performing its obligations hereunder (ii) any law, statute, rule or regulation to which the Company is subject or (iii) the Company's certificate of incorporation or bylaws.

(c) The Company has the requisite corporate power and authority to enter into and to perform its obligations under this Agreement; and the execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary action on the part of the Company.

(d) None of the Company Filings, as of their respective dates (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing), contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Company Filings and the Signing Form 8-K (as defined below) constitute all filings required to be filed by the Company with the SEC as of the date hereof. At the time of the purchase by the Purchaser of the Public Shares all information relating to a purchase or sale of Public Shares that a reasonable investor would deem material to its investment decision with respect to the Public Shares will be contained in the Company Filings, Signing Form 8-K and Future Filings (as defined below), if any, filed with the SEC. None of the Future Filings, as of their respective dates, will contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) The Public Shares have been duly authorized for issuance and are validly issued fully paid and non-assessable and have not been issued in violation of any preemptive rights or others rights to subscribe for or purchase securities. The New Shares, if any, and Additional Securities have been duly authorized for issuance and the New Shares, if any, and the Common Stock issued and/or sold to Purchaser pursuant to Section 2 will be validly issued and fully paid and non-assessable and will not have been issued in violation of any preemptive rights or others rights to subscribe for or purchase securities.

6. Disclosure; Exchange Act Filings. Promptly after execution of this Agreement, the Company will file a Current Report on Form 8-K ("Signing Form 8-K") under the Securities Exchange Act of 1934, as amended (the "Exchange Act") reporting it. The parties to this Agreement shall cooperate with one another to assure that all such disclosures are accurate and consistent. The Company agrees to timely file with the SEC any documents or reports required to be filed by it under the Exchange Act and the rules and regulations promulgated thereunder until the Closing (the "Future Filings").

7. Purchased Shares. Purchaser agrees not to sell or transfer the Purchased Shares for twenty-four (24) months from the closing of the Mergers and shall give the Company 15 calendar days' written notice prior to any sale or transfer of the Purchased Shares (the "Sale Notice"). The Company shall have the right to repurchase all, but not some of the Purchased Shares at a price per share equal to the average closing sale price of Company common stock on NASDAQ in the 30 trading days prior to the date of the Sale Notice (the "Repurchase Right"). In order to exercise the Repurchase Right, the Company must deliver written notice of such acceptance ("the Purchase Notice") to the Purchaser no later than 15 calendar days after receipt by the Company of the Sale Notice and purchase all such Purchased Shares at the price set forth in the Sale Notice not later than twenty-five calendar days after the receipt by the Company of the Sale Notice. To the extent the Company fails to deliver the Purchase Notice within the immediately preceding 15-calendar day period, rejects the Repurchase Right or exercises the Repurchase Right but fails to purchase all Purchased Shares within such twenty-five-calendar day period, the Purchaser shall thereafter be free to sell or otherwise transfer the Purchased Shares.

8. Notices. All notices to a party pursuant to this Agreement shall be in writing by personal delivery, overnight courier, facsimile or email to the address set forth next to such party's name on the signature pages hereto or such other address notified by such party to the other party hereto in accordance with this Section 8. Notice given by personal delivery or overnight courier shall be effective upon physical delivery and notice by facsimile or email shall be effective as of the date confirmed if delivered before 5:00 p.m. Eastern Time on any Business Day or the next succeeding Business Day if delivered on or after 5:00 p.m. Eastern Time on any Business Day or during any non-Business Day. For purposes of this Agreement, Business Day means any day other than, Saturday, Sunday or a day on which banks are required or authorized by law to be closed in the City of New York or Mexico City.

9. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and this Agreement may be amended or modified only by written instrument signed by all parties. The headings in this Agreement are for convenience of reference only and shall not alter or otherwise affect the meaning hereof.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York, including the conflicts of law provisions and interpretations thereof.

11. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

12. Termination. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall become null and void and of no further force (i) upon the termination of the Merger Agreement or(ii) if the Purchaser fails to purchase the $5 million of Purchased Shares by the Closing. Notwithstanding any provision in this Agreement to the contrary, the Company's obligation to issue the Additional Securities to the Purchaser shall be conditioned on the Closing occurring and the Purchaser purchasing the $5 million of Purchased Shares.

13. Remedies. Each of the parties hereto acknowledges and agrees that, in the event of any breach of any covenant or agreement contained in this Agreement by the other party, money damages may be inadequate with respect to any such breach and the non-breaching party may have no adequate remedy at law. It is accordingly agreed that each of the parties hereto shall be entitled, in addition to any other remedy to which they may be entitled at law or in equity, to seek injunctive relief and/or to compel specific performance to prevent breaches by the other party hereto of any covenant or agreement of such other party contained in this Agreement.

13. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement shall not be assigned by either party without the prior written consent of the other party hereto provided that Purchaser may assign this Agreement to an Affiliate (as defined under Rule 144) without such written consent.

[Signature Page Follows]

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

PURCHASER:

TV AZTECA, S.A.B. DE C.V.

By: _____
Name: _____
Title: _____

Address: _____
Email: _____
Facsimile: _____

COMPANY:

BLACK RIDGE ACQUISITION CORP.

By: _____
Name: _____
Title: _____

Address: _____
Email: _____
Facsimile: _____

Exhibit 10.11

**AMENDED AND RESTATED SERVICES AND LICENSING AGREEMENT**

This AMENDED AND RESTATED SERVICES AND LICENSING AGREEMENT is entered into as of December 1, 2018 (the "Effective Date"), by and between Pala Interactive LLC, a California limited liability company ("Pala") and Club Services, Inc. ("CSI"). Each of Pala and CSI may be referred to individually as a "Party" and collectively as the "Parties". CSI and Pala are parties to that certain Services and Licensing Agreement dated as of November 30, 2018 (the "**Original Agreement**"). The Parties hereby agree that as of the Effective Date, the Original Agreement shall be amended and restated in its entirety as set forth herein (the "**Amended Agreement**", and together with Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E, the "**Agreement**"). In the event of a contradiction between the terms of the Original Agreement and this Agreement, the terms of this Agreement will control.

WHEREAS, CSI desires to offer an online social gaming product under the WPT Brand (as defined below);

WHEREAS, Pala desires to provide CSI with an online social gaming product by customizing its and/or its licensors' proprietary platform, content, and game engines for social media, web and mobile platforms; and

WHEREAS, CSI agrees and acknowledges that the Social Casino (as defined below) is not a gambling product, but a social gaming product, and Pala will not be providing a gambling product pursuant to this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein and good and valuable consideration the receipt and sufficiency of which is hereby agreed to and acknowledged, the Parties hereby agree as follows:

**ARTICLE 1**
**DEFINITIONS; INTERPRETATION**

1.1 Definitions. The following words and terms shall have the following meanings when used herein and such definitions shall apply to both the singular and plural forms of any such words and terms:

"Adjusted Revenue" means Revenue less any revenue sharing retained by any Storefront directly related to the Social Casino.

"Affiliate" means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, the term "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by reason of management authority, by contract, or otherwise. For purposes of this Agreement, no Party shall be deemed an Affiliate of the other Party.

"Agreement" shall have the meaning set forth in the preamble to this Agreement.

"Android Bundle" means the application of the Social Casino for use on the Android smartphone and tablet Game Platform.

"Applicable Laws" means all federal, state, and local laws, statutes, regulations, rules, executive orders, supervisory requirements, export requirements, directives, circulars, opinions, decrees, treaties, interpretive letters, guidance or other official releases of or by any Governmental Entity, any authority, department, or agency thereof, or any regulatory or self-regulatory organization applicable to the Parties' rights and obligations hereunder in all relevant jurisdictions.

"Branded Games" means those games set forth on Exhibit A (as may be updated by Pala from time to time) that, upon mutual agreement of the Parties, have been customized to feature the WPT Brand.

"Business Day" means a day (excluding Saturdays and Sundays) on which banks in Los Angeles, California are generally open for normal banking business.

"Confidential Information" shall have the meaning set forth in Section 11.1 of this Agreement.

"Credits" means, collectively, the Play Credits, Tournament Credits, Experience Credits and Reward Credits.

"CSI" shall have the meaning set forth in the preamble to this Agreement.

"Customer Data" means customer user data, including Personal Information, collected or created by, or provided to, Pala in connection with the Social Casino or otherwise under this Agreement. The term "Customer Data" expressly includes all anonymized data, all analytics data, and all metadata related to Social Casino Players.

"DAU" shall have the meaning set forth in Section 2.2(d)(v) of this Agreement.

"Deployment Fee" shall have the meaning set forth in Section 5.1(a) of this Agreement.

"Deliverables" means the deliverables set forth in Exhibit A of this Agreement, and such other deliverables as mutually agreed to by the Parties.

"Disclosing Party" shall have the meaning set forth in Section 11.1 of this Agreement.

"Effective Date" shall have the meaning set forth in the preamble to this Agreement.

"Experience Credits" shall have the meaning set forth in Section 2.3(i)(i) of this Agreement.

"Force Majeure Event" shall have the meaning set forth in Section 14.1 of this Agreement.

"Game Platforms" means iOS or Android based tablet and mobile devices, a downloadable client application, and stand-alone websites with customization of the Lobby.

"Games" means the Stock Games and Branded Games provided by Pala to CSI in accordance with this Agreement, as set forth on Exhibit A.

"Gaming Authority" means, collectively, those international, federal, state, local, foreign and other governmental, regulatory and administrative authorities, agencies, commissions, boards, bodies and officials responsible for or involved in the regulation of gaming or gaming activities or the ownership of an interest in any Person that conducts gaming in any applicable jurisdiction.

"Go Live Date" means, as applicable, the date that the Social Casino is live and available for play by Social Casino Players on any applicable Game Platform in accordance with this Agreement.

"Governmental Entity" means any federal, state, local, or foreign government or any provincial, departmental or other political subdivision thereof, or any entity, body or authority having or asserting executive, legislative, judicial, regulatory, administrative or other governmental functions or any court, department, commission, board, bureau, agency, instrumentality or administrative body of any of the foregoing, including any Gaming Authority.

"Hosting Costs" means during any period (i) the total server costs for hosting the Social Casino on a cloud or other platform and bandwidth usage costs during such period multiplied by (ii) a percentage determined by dividing the total number of Social Casino Players that logged onto the Social Casino during such period by the total number of Third Party Players plus the total number of social casino players that logged onto a social casino utilizing the Pala Platform during such period.

"Indemnified Party" shall have the meaning set forth in Section 8.3 of this Agreement.

"Indemnifying Party" shall have the meaning set forth in Section 8.3 of this Agreement.

"Industry Practice" means, in relation to any activity or requirement relevant to this Agreement, the exercise of that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the same type of activity or requirement under the same or similar circumstances and conditions.

"Intellectual Property Rights" means patents, copyrights (including rights in computer software), design rights, trade-marks, service marks, certification marks, trade dress, database rights, moral rights, know-how, trade secrets, domain names, URLs, trade names, together with any registrations or applications to register the same (and any licenses in connection with any of the same) and including the right to apply for registration of any such rights, whether or not registered or capable of registration, in each case for their full term, and whether subsisting in any specific country or countries or any other part of the world and together with any renewals, continuations or extensions.

"iOS Bundle" means the application of the Social Casino for use on the iOS smartphone and tablet Game Platform.

"JAMS" shall have the meaning set forth in Section 17.1 of this Agreement.

"Launch Jurisdiction" shall have the meaning set forth in Section 2.2(a) of this Agreement.

"Lobby" shall have the meaning set forth in Section 2.5(a) of this Agreement.

"MAU" shall have the meaning set forth in Section 2.2(d)(v) of this Agreement.

"Monthly Financial Calculations" shall have the meaning set forth in Section 5.7(b) of this Agreement.

"Pala" shall have the meaning set forth in the preamble to this Agreement.

"Pala Platform" means the Intellectual Property Rights in relation to Pala's proprietary online social game technology platform and infrastructure, which allows social casinos and games to be offered on Game Platforms, including all engineering designs and technology for both the front-end and the back-end.

"Pala Standard Tournaments" shall have the meaning set forth in Section 2.3(a)(i) of this Agreement.

"Party" and "Parties" shall have the meaning set forth in the preamble to this Agreement.

"PCI DSS" shall have the meaning set forth in Section 7.1 of this Agreement.

"Person" means any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, Governmental Entity.

"Personal Information" means information that may be used to identify an individual, including name, address, phone number, email address, driver's license number, social security number, financial information (such as bank account numbers and credit card numbers and associated passwords or PINs), geographic location information, behavioral information, and any other information which may be used to identify an individual, collected through the Social Casino.

"Play Credits" shall have the meaning set forth in Section 2.3(i)(i) of this Agreement.

"Privacy Policy" shall have the meaning set forth in Section 7.5 of this Agreement.

"Promotion" shall have the meaning set forth in Section 2.3(e) of this Agreement.

"Receiving Party" shall have the meaning set forth in Section 11.1 of this Agreement.

"Records" shall have the meaning set forth in Section 5.8(a) of this Agreement.

"Revenue Split" shall have the meaning set forth in Section 5.5(a)(iii) of this Agreement.

"Revenue" means the total gross revenue generated from the Social Casino, including any sale of Play Credits from any Storefront (i.e., Facebook Credits, iTunes, GooglePlay, Amazon for in-app purchases, and any other storefront, social networks, platforms or portal other purchases) and any gross revenue generated from a Social Casino Player's action in exchange for Play Credits or any other virtual item. Revenue does not include any monies generated from CSI's Subscription Gaming Product (as defined below).

"Reward Credits" shall have the meaning set forth in Section 2.3(i)(i) of this Agreement.

"Shared Liquidity" means the integration of Social Casino Players and Third Party Players on the Pala Platform in a manner that provides such Social Casino Players and Third Party Players that ability to play Games and participate in Tournaments on a common network.

"Social Casino" means the Pala Platform branded with the WPT Brand, the Games and the Deliverables.

"Social Casino Player" means an individual that enters into the standard Terms of Service agreement to play or engage in the Social Casino.

"Software Development Agreement" means the Software Development Agreement entered into by the Parties dated September 16, 2008, along with amendments related thereto, pertaining to CSI's Subscription Gaming Product (as defined below).

"Specifications" shall have the meaning set forth in Section 3.4 of this Agreement.

"Stock Games" means the slots games and other games as set forth on Exhibit A (as may be updated by Pala from time to time), none which will be customized or branded with the WPT Brand.

"Storefront" means any of the iOS or Google app stores, Facebook or any other online storefronts.

"Subscription Gaming Product" means CSI's ClubWPT subscription/sweepstakes product as governed by the Software Development Agreement.

"Term" shall have the meaning set forth in Section 10.1 of this Agreement.

"Terms of Service" shall have the meaning set forth in Section 7.5 of this Agreement.

"Third Party" means a Person that is not a Party to this Agreement or affiliated to a Party to this Agreement, including an Affiliate of a Party.

"Third Party Expenses" shall mean any of the following expenses actually due and owing to a Third Party: (i) any fees in respect to a license from a Third Party for, or the provision of, certain games and/or features that are licensed and included in Social Casino, (ii) any refunds paid to Social Casino Players, (iii) any payment processing, charge-backs and associated costs, and (iv) any financial processing costs and fees (including credit card processing fees). Third Party Expenses do not include (x) any revenue share retained by a Storefront, which are deducted in determining Adjusted Revenue or (y) any costs or fees associated with marketing the Social Casino, Promotions, Hosting Costs, Verification Costs or any other costs related to the operation of the Social Casino, which shall be the responsibility of CSI.

"Third Party Games" means Games provided by Third Parties.

"Third Party Players" means players of social casino gaming products (other than the Social Casino Players) utilizing the Pala Platform.

"Tournament Credits" shall have the meaning set forth in Section 2.3(i)(i) of this Agreement.

"Tribe" shall have the meaning set forth in Section 16.1 of this Agreement.

"Verification Checks" means the checks carried out by Pala via Third Parties in order to attempt to verify the age, identity (i.e., know-your-customer) and location (including geo-locating) of potential Social Casino Players in accordance with Applicable Law.

"Verification Costs" means all Third Party costs and fees associated with Verification Checks.

"WPT Brand" shall have the meaning set forth in Section 6.2(b) of this Agreement.

"WPT Brand Standards" means the brand standards set forth on Exhibit C of this Agreement.

"WPT Group" means the group of companies which directly control the use of the World Poker Tour (WPT) brand (i.e., CSI, WPT Enterprises, Inc., Peerless Media Limited, WPT Distribution Worldwide Limited, WPT Studios Worldwide Limited, WPT Distribution USA, Inc., and WPT Studios USA, Inc.)

"WPT Tournaments" shall have the meaning set forth in Section 2.3(a)(ii) of this Agreement.

1.2 Rules of Interpretation. In this Agreement, except to the extent otherwise provided or the context otherwise requires: (a) when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated; (b) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement; (c) whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without being limited to"; (d) the words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement; (e) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein; (f) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms; (g) any reference to "days" means "calendar days" unless otherwise specified; (h) if a notice is to be given on a specified day, unless otherwise specifically provided herein, it must be given prior to 5:00 p.m., Los Angeles, California time; (i) references to a Person are also to its successors and permitted assigns; (j) the use of "or" is not intended to be exclusive unless expressly indicated otherwise; (k) any reference to "$" and "dollars" is to the lawful money of the United States of America; and (l) unless otherwise expressly provided herein, any agreement, instrument, statute, rule or regulation defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument, statute, rule or regulation as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes, rules and regulations) by succession of comparable successor statutes, rules and regulations.

1.3 The schedules and recitals form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules and recitals.

## ARTICLE 2
## OBLIGATIONS OF PALA

2.1 Provision and Maintenance of Platform and Infrastructure. Pala shall provide to CSI the Pala Platform such that the Social Casino can be offered on the Game Platforms. Pala shall be responsible for timely securing Third Party platform and services relationships with respect to such Game Platforms to host the Social Casino, and shall be the owner of all app store accounts, including, without limitation, payment accounts, associated therewith. For purposes of clarity, this is not applicable to CSI's Subscription Gaming Product. Furthermore, Pala shall manage all aspects of such Third Party platform relationships, including the Facebook, Apple, and Google relationships, and any relationships related to an open-web offering. To the extent any Third Party platform provider requires Pala to provide certain information or items, or take, or refrain from taking certain actions, CSI shall assist with such requests and requirements as reasonably requested, and Pala shall not be responsible for its failure to meet its obligations under this Section 2.1 in the event that such failure is caused by CSI's failure to provide such assistance or approval. CSI acknowledges and agrees that Pala may include the language "powered by Pala Interactive" or a similar acknowledgement on the Social Casino; provided that such language does not unreasonably interfere with the branding of the Social Casino.

2.2 Launch and Operation of Social Casino.

(a) Pala shall provide the necessary technical expertise to launch and operate the Social Casino. The Social Casino will run worldwide (the Launch Jurisdiction"), but shall specifically exclude any state or other jurisdiction therein that has specifically determined online social games similar to the Social Casino are illegal. CSI shall be responsible for liability in connection with marketing of the Social Casino around the World, and shall ensure compliance with all Applicable Laws (wherein it may obtain a legal opinion from reputable counsel). Pala may elect, in its sole and absolute discretion, to not offer the Social Casino (or any aspect thereof) in any jurisdiction in the event that it determines (a) that the offering of the Social Casino (or any aspect thereof) would violate Applicable Laws or (b) operation in the jurisdiction will not be financially viable for Pala. The Parties agree that the Social Casino will not be offered in the state of Washington. In no event shall CSI have any liability associated with the functionality of the Games, unless such activity was the result of a CSI request or customization. To the extent that Pala is required by CSI to change the Social Casino, integrate any third party software or change its services (e.g. language support) to operate in any jurisdiction, CSI shall pay Pala the fees defined in Section 5.2(b), unless otherwise agreed by the Parties in writing.

(b) Unless otherwise agreed to by the Parties in writing, the Social Casino, and any support or other services to be provided by Pala hereunder, shall be offered in the English language only.

(c) Pala shall be solely responsible for administering and monitoring the Social Casino, and, subject to any delay caused by an act or omission of CSI, Pala shall use commercially reasonable efforts to cause the Go Live Date to occur on a date to be mutually agreed by the Parties. The Parties estimate Phase I of the launch to occur on or around November 2018, Phase II on or around March 2019, and Phase III on or around May 2019 ("**Go Live Timelines**"); and the Parties agree that a failure to meet such Go Live Timelines shall not result in a breach by Pala, but may trigger a termination right by CSI under Section 10.2(f).

(d) During the Term, Pala shall be responsible for the operation of the Social Casino, and the provision of the Pala Platform, and any software necessary to operate it. This shall include, but is not to be limited to, the following:

(i) Technical Operations. Pala shall be responsible for the technical operation of the Social Casino, including 24X7 fully managed infrastructure support, including security, hardware and software upgrades, monitoring, backups, data archiving, bug fixes and future network-wide product upgrades across all available platforms.

(ii) Game and Tournament Management. Pala shall be responsible for Game management, including oversight and scheduling of Games and tournaments.

(iii) Support. Pala shall provide customer support services via email and self-service customer knowledgebase, as further described onExhibit B;

(iv) Reporting. Pala shall provide Customer Data to CSI on an ongoing basis, in a format digestible for CSI. Pala shall provide CSI with daily and monthly Customer Data reports containing at least the following information: new users, monthly active users ("MAU"), daily active users ("DAU"), DAU/MAU ratio, number of sessions, average session time, revenue, average revenue per daily active user, average revenue per paying user, total Play Credits wagered, total win, total loss, and hands played. In addition, Pala shall provide CSI access to its data warehouse through the use of Pala's available API's to permit CSI to generate custom reports and to export Customer Data, if desired. Pala shall provide to CSI the financial reports described in Section 5.7.

(v) Risk Management. Pala shall be responsible for risk management and managing consumer fraud, including enforcing the Terms of Service and Privacy Policy, any official rules, and other similar online agreements.

(vi) Third Party Game Content. In the event Pala incorporates Third Party Games or other content into the Social Casino, Pala shall be responsible for managing the relationship with such Third Party and payment of any associated fees, which such fees shall be allocated in accordance with Section 5.5. In the event CSI desires to incorporate Third Party Games or other content into the Social Casino, CSI shall submit a request to Pala, which request may be approved or denied in Pala's sole and absolute discretion. In the event Pala approves CSI's request, CSI shall be solely responsible for: (i) all licensing fees and other costs related to such Third Party Games or content and (ii) Pala's fees and costs to integrate and deploy such Third Party Games or content, which shall be billed in accordance with the rates set forth in Section 5.2(b). In the event any supplier of Third Party Games or other content objects to the inclusion of its content in the Social Casino, Pala may exclude, or promptly remove, such Third Party Games or other content from the Social Casino.

(e) CSI acknowledges that Pala may, in its sole discretion, use Shared Liquidity and include Third Party Players in leaderboards and game statistics across the Pala Platform.

2.3 Features and Tools. Pala shall develop the user interface design of the Social Casino on all Game Platforms. Pala shall provide product management for the Social Casino. As of the Go Live Date under any Game Platform, the Social Casino shall include each of the following:

(a) Tournaments.

(i) Pala will facilitate and administer the offering of Pala standard tournaments and special offers through the Social Casino (collectively, the "Pala Standard Tournaments"). CSI shall provide Pala with notice of its desire to offer a Pala Standard Tournament at least thirty (30) days prior to the desired tournament date.

(ii) In the event CSI desires to offer a tournament (other than the Pala Standard Tournaments) or another special offer (a "WPT Tournament"), CSI shall notify Pala at least thirty (30) days prior to the desired tournament date and the Parties shall work in good faith to offer and set forth the relevant details for such WPT Tournament, including any sponsorship of the WPT Tournament. CSI shall be responsible for liability pertaining to the offering of such WPT Tournament that extends above and beyond the typical Pala Tournament and for ensuring compliance with all Applicable Laws (wherein it may obtain a legal opinion from reputable counsel). Pala may elect, in its sole and absolute discretion, to not offer such WPT Tournament if Pala believes offering such WPT Tournament would violate Applicable Law.

(iii) Pala shall (a) be responsible for tournament management, including the tournament scheduling and structure, and (b) shall consult with CSI (and modify if requested by CSI) regarding the specific aspects of any tournament, including admittance and any Promotions in connection therewith.

(b) Progression Levels. The Social Casino shall include progression levels, which may be achieved by acquiring Experience Credits. When a new progression level is achieved, the Social Casino Player may receive Play Credits, new features, or other benefits.

(c) Leaderboard and Statistics. The Social Casino shall include tournament leaderboards and game statistics, as well as Social Casino world records, which pursuant to Section 2.2(e) may include Third Party Players.

(d) Advertising. Advertising may be incorporated into the Social Casino in accordance with Article 4.

(e) Promotions. Pala shall consult with CSI regarding, and obtain the consent of CSI prior to offering, any promotional items (any such promotional item, a "Promotion") awarded to winners of Pala Standard Tournaments in which the Social Casino Players participate. CSI may request a Promotion be included in a WPT Tournament. Except as set forth below, CSI shall be responsible for procuring and delivering all Promotions (whether for Pala Standard Tournaments or WPT Tournaments), including, without limitation, all delivery costs and sales or use taxes associated with all Promotions. No Social Casino Player shall receive a Promotion unless such Social Casino Player meets the eligibility requirements set forth in the official rules. For tournaments utilizing Shared Liquidity, CSI and other participating network partners shall share the costs of Promotions based upon their pro rata share of participating players, or as otherwise agreed to by all participating parties.

(f) Achievement Badges. Pala currently offers 61 badges that may be awarded to Social Casino Players for accomplishing certain activities, for example: achieving $1 million in Play Credits, having twenty (20) friends in a Game, playing seven (7) consecutive Games, or hitting 1000 spins in slot Games. Upon CSI's reasonable request, Pala will use commercially reasonable efforts to develop additional badges specifically for Social Casino Players.

(g) Player Notifications. The Social Casino shall include the following formats for communicating with Social Casino Players:

(i) Notifications that occur when a Social Casino Players logs into the Social Casino.

(ii) Notifications that occur when a Social Casino Player achieves something in a Game or to provide a Promotion.

(iii) Player invoked notifications that are integrated into Facebook.

(h) Avatars. The Social Casino shall permit Social Casino Players to select an avatar to represent them in the Social Casino. Upon CSI's reasonable request, Pala will use commercially reasonable efforts to develop additional avatars specifically for the Social Casino.

(i) Credits and Virtual Goods.

(i) Pala shall manage the provision and administration of the Credits to Social Casino Players. There shall initially be four types of credits acquired by Social Casino Players and used to participate in the Social Casino: (i) play chips, which are used to play the Games ("Play Credits"); (ii) tournament chips, which are used to participate in tournaments ("Tournament Credits"); (iii) experience credits, which are used to receive additional in-game virtual benefits ("Experience Credits"); and (iv) credits that are used to track a Social Casino Player's loyalty to the Social Casino ("Reward Credits").

(ii) The Play Credits shall be awarded on a free-to-play and a purchase model, including automatic, periodic free Play Credit awards, earning Play Credits by completing required actions, and purchasing Play Credits. The specific terms of awarding Play Credits and the cost of Play Credits shall be determined by Pala; provided, however, that such terms must at all times comply with Applicable Law, Storefront policies, Game Platforms and any network rules established by Pala. Furthermore, Pala may elect to offer a reasonable amount of coupon codes to give discounts on Play Credits; provided such coupon codes comply with Applicable Laws, Storefront policies, Game Platforms and any network rules established by Pala.

(iii) Tournament Credits are used exclusively for play in a particular tournament and expire immediately at the end of such tournament. The Tournament Credits shall be awarded for free, at the commencement of the tournament and shall expire after the conclusion of the tournament. Tournament Credits shall be used solely to determine the winner of the tournament and the ranking of Social Casino Players participating in the tournament and for no other purpose. The specific terms relating to Tournament Credits shall be determined by Pala; provided, however, that in connection with any WPT Tournament, Pala will consult with CSI regarding such Tournament Credits.

(iv) Experience Credits are awarded on all Games. Experience Credits cannot be purchased. Experience Credits help Social Casino Players progress in the Social Casino and unlock certain benefits, including game features and advancement to new levels.

(v) Reward Credits are awarded based on the player taking certain actions within the Social Casino including frequency and duration of play. Rewards Credits are not awarded based upon the outcome of any Games. CSI shall be solely responsible for: (1) awarding any Promotions in exchange for Reward Credits, (2) ensuring the Reward Credits program, and any Promotions awarded thereunder, complies with Applicable Laws, (3) procurement and fulfillment of any such Promotions, (4) accurately describing any such Promotions, (5) imagery used in connection with any such Promotions, (6) managing inventory levels for any such Promotions, (7) honoring such Promotions, and (8) all costs associated with such Promotions. Furthermore, CSI shall be responsible for any taxes or assessments associated with any such Promotions, excluding taxes winners may be required to pay. Prior to awarding any Promotion in exchange for Reward Credits, CSI shall certify to Pala in writing that the exchange rate for Reward Credits to Promotions is correct. CSI shall be responsible for liability associated with the offering of Reward Credits in association with Promotions (including, Promotions that have real-world value) and shall ensure compliance with all Applicable Laws (wherein it may obtain a legal opinion from reputable counsel). Pala may elect, in its sole and absolute discretion, to not offer Reward Credits if Pala believes offering Reward Credits would violate Applicable Law. In no event shall Pala have any responsibility for any fraud, malfunction or error related to, or bear any financial liability associated with any Promotion offered in connection with Rewards Credits.

(vi) Credits cannot be transferred, redeemed, or sold by Social Casino Players, for real money, goods or any other item of monetary value. No prizes shall be awarded to the winners of any Games on the Social Casino; provided, additional Play Credits may be awarded to winners of Games and Experience Credits may be awarded to winners of Games or tournaments on the Social Casino.

(vii) Social Casino Players may exchange Play Credits to purchase (for themselves or others) virtual goods to display at the table. Pala currently offers virtual goods. Upon CSI's reasonable request, Pala will use commercially reasonable efforts to develop additional virtual goods specifically for Social Casino Players.

(j) Viral Mechanics. Social Casino Players that have connected their Facebook accounts may share their experience of the Social Casino and interact with others in the following ways:

(i) inviting friends,

(ii) sharing the fact that a new level has been achieved,

(iii) gifting Play Credits to friends,

(iv) sharing the fact that such Social Casino Player has been awarded an achievement badge, and

(v) sharing the fact that a new machine has been unlocked.

(k) Loyalty Program Integration. During the Term, if requested by CSI, Pala shall work with CSI to integrate the Social Casino with the WPT "Reward Program" loyalty system, reporting system and email system, such that a Social Casino Player shall receive certain benefits when playing in the Social Casino pursuant to a development plan and timeline reasonably agreed to by the Parties; CSI will be responsible for any and all costs, including all Third Party costs in connection with or related to the integration of such Reward Program.

2.4 Games.

(a) Pala shall provide the Games as mutually agreed to by the Parties from time to time.

(b) Pala shall provide to CSI for inclusion in the Social Casino all games it develops, obtains rights to, or integrates into the Pala Platform on a reasonable timeline, consistent with Pala's development and deployment timeline, provided that such game can be offered in the Social Casino in compliance with Applicable Laws. Notwithstanding the foregoing, Pala shall not be obligated to provide CSI with any games it publishes or obtains rights to if: (i) any Third Party will not permit the game to be used in CSI's Social Casino; or (ii) the game was developed for a Platform on which CSI does not currently, and does not desire in the future, to host the Social Casino; or (iii) Pala has provided another customer with the exclusive right to offer the game.

(c) Unless a Third Party will not permit such update or upgrade to be used in the Social Casino, Pala shall provide CSI with updates and upgrades to all Games and elements included in the Social Casino on a reasonably timeline, consistent with Pala's development and deployment timeline, as the same are made available to any of Pala's other customers, or used by Pala in its proprietary social casino offering.

(d) Pala shall be solely responsible for all quality assurance testing of the Social Casino, and all Games, on all Game Platforms prior to any Go Live Date.

2.5 Custom Development.

(a) In consideration of the Deployment Fees, Pala shall develop and brand with a single WPT Brand (i.e., ClubWPT) (i) the Branded Games and (ii) an online main "lobby", which allows users to navigate through a menu of available Games for play (the "Lobby"). The Social Casino and Pala's obligations under this Agreement with respect to developing and branding the Social Casino, the Lobby and each Branded Game shall be to brand each of the foregoing with the same single WPT Brand, which is set forth on Exhibit D.

(b) In the event CSI desires custom development services, the Parties shall mutually agree in writing the scope and timeline of such custom development, which custom development, including, without limitation, costs incurred by Pala directly related to the provisioning of the Pala Platform specifically for such customizations, and costs for testing and certifying any custom product, service, feature of functionality requested by CSI, will be billed to CSI in accordance with Section 5.2(b) unless otherwise agreed by the Parties in writing. The Parties shall mutually agree on a case-by-case basis in good faith in writing as to which Party shall own the Intellectual Property Rights in and to any custom developments, except for any pre-existing Intellectual Property Rights owned by CSI, which may be incorporated therein. For clarity, any disaster recovery or business continuity services, if requested by CSI above and beyond those offered via Amazon Cloud (or other such hosting service), shall be considered custom development services, and the offering of such services by Pala shall be subject to the foregoing procedures set forth in this Section 2.5(b).

2.6 Infrastructure. Subject to CSI's obligation to pay all Hosting Costs, Pala is responsible for setup of the Social Casino solely in a cloud-based environment.

2.7 Subcontractors. Notwithstanding anything to the contrary in this Agreement, Pala shall be entitled to use Third Party contractors or subcontractors to perform or assist with its obligations hereunder with respect to the Social Casino.

2.8 Free Accounts. Pala shall provide CSI with free staff accounts to perform necessary tests on the Social Casino.

**ARTICLE 3**
**OBLIGATIONS OF CSI**

3.1 Marketing. CSI shall be responsible for all marketing initiatives for the Social Casino, including advertising, player acquisition, retention and reactivation.

3.2 Compliance with Laws. CSI shall consult with Pala regarding compliance with all Applicable Laws in connection with the marketing of the Social Casino in jurisdictions in which the Social Casino is offered. The Parties agree that Pala shall not be liable to CSI for failure to comply with the Applicable Laws in jurisdictions outside North America in which the Social Casino is offered, unless such violation is the result of Pala failing to follow any written instruction from CSI regarding the same.

3.3 Websites and Domain Names. CSI will facilitate and ensure access to the websites and domains to be used for the Social Casino, whether such websites or domains are owned by CSI, its Affiliate, or a Third Party.

3.4 Assistance. CSI acknowledges that Pala's ability to provide the services contemplated hereunder and any custom development undertaken pursuant to Section 2.5(b), and meet any timing expectations contained herein, is directly dependent upon CSI providing reasonable input and cooperation when requested by Pala. CSI acknowledges and accepts that if CSI cannot, or does not, do so, Pala will not be responsible to fulfill its obligations to CSI under this Agreement (or will be excused from timing expectations, as appropriate). Without limiting the generality of the foregoing, from time to time during the Term, Pala shall provide to CSI specifications for deliverables related to the Social Casino (the "Specifications"). Upon Pala's completion of any Specifications, CSI shall have the opportunity to evaluate the Specifications to ensure they materially comply with the terms and conditions hereof. If CSI reasonably determines that the Specifications do not materially comply with the terms and conditions of this Agreement, it will notify Pala of any such material noncompliance, and Pala will use commercially reasonable efforts to correct such material noncompliance. In the event that CSI does not notify Pala of any nonconformities within five (5) Business Days after receiving the Specifications, the Specifications will be deemed approved.

3.5 Financial Services. CSI shall be responsible for financial services management in connection with the operation of the Social Casino, including processing payments and reconciliation of financial transactions through the Apple and Google app stores. These financial services shall include, upon offering the Social Casino on the open web, arranging for payment processing for each credit and debit card and other payment methods offered from time to time.

## ARTICLE 4
## ADVERTISING

4.1 CSI shall determine, in consultation with Pala: (i) whether any Third Party advertising, sponsorship or messaging appears in the Social Casino, and (ii) the extent of any Third Party advertising, sponsorship or messaging in the Social Casino; provided, however, that CSI has the right to cause Pala to insert sponsorship in the Branded Game of poker, where technically feasible; provided any costs of which shall be considered Custom Development. No Third Party advertising, sponsorship or messaging may appear in the Social Casino without CSI's written consent. Notwithstanding the foregoing, CSI acknowledges that certain advertising may be restricted by certain Game Platforms or Storefronts.

4.2 All advertising, sponsorship and messaging shall be located within the Social Casino and presented in specific, non-intrusive times and/or methods throughout Game play as determined by the Parties. If desired, these ad units may be used to promote the CSI's affiliated brands. Advertising may be presented in web and mobile ad units. If CSI desires to incorporate advertising in different formats, such a request would constitute a custom development request and would be handled in accordance with Section 2.5(b), unless otherwise agreed by the Parties.

4.3 For the avoidance of doubt, amounts paid by a Person to advertise, sponsor or message on the Social Casino shall not be deemed Revenue hereunder, and shall be retained by CSI, unless otherwise agreed by the Parties in writing.

## ARTICLE 5
## FEES AND PAYMENTS

5.1 One-Time Fees and Payments.

(a) **Deployment Fees.**

(i) In consideration of Pala's services associated development of the Android Bundle, iOS Bundle, downloadable client and open-web offering, including customization of the Lobby and the Branded Games as contemplated by this Agreement for the launch of the Social Casino, Pala will waive its usual development fee.

(ii) Deployment on any other Game Platforms and the development fees associated therewith shall be negotiated by the Parties on a case-by-case basis.

5.2 Pala Reimbursed Expenses.

(a) Any and all travel and lodging expenses incurred by Pala and pre-approved by CSI in writing in connection with the performance of this Agreement, including with training or custom developments, shall be billed to and reimbursed by CSI at cost; provided, however, that Pala shall provide up to 7 hours of training at no charge for the deployment of the launch of each of Phases I, II and III hereunder. Pala shall invoice CSI on a monthly basis for reimbursement of such expenses, and CSI may offset such amounts against CSI's share of the Revenue Split.

(b) Custom development undertaken by Pala pursuant to Section 2.5(b) or otherwise agreed by the Parties and any associated or additional training as mutually agreed by the Parties, shall in each case be charged at a rate of $150 per hour during the first twelve (12) months of the Term. Thereafter, the hourly rate shall increase by five percent (5%) for each subsequent twelve (12) month period to reflect cost of living adjustments. Pala shall invoice CSI on a monthly basis for such services, and CSI may offset such amounts against CSI's share of the Revenue Split.

5.3 Costs. Other than costs associated with development of the Pala Platform (other than in relation to customization as provided in Section 5.2(b)), management of financial services and Storefronts (provided the costs payable to such Third Parties is paid in accordance with Section 5.5) and customer support as further described herein, CSI is responsible for any and all costs associated with offering the Social Casino to Social Casino Players, including fees associated with marketing, Promotions, Verification Costs, Hosting Costs, and disaster recovery and business continuity custom ordered by CSI above and beyond the Amazon Cloud (or other such hosting site). However, all amounts paid to Storefronts and the Third Party Expenses that reduce Revenue shall be paid in accordance with Section 5.5. Pala shall invoice CSI on a monthly basis for the Hosting Costs and Verification Costs, and CSI may offset the Hosting Costs and Verification Costs against CSI's share of the Revenue Split.

5.4 Monthly Fee.

(a) Pala will waive its usual monthly minimum fee.

5.5 Revenue.

(a) From and after the Go Live Date for the first Game Platform, within twenty (20) days after receipt of an invoice by CSI from Pala for the Third Party Expenses (as detailed in Section 5.5(a)(ii) below) for the immediately preceding calendar month, CSI shall cause all the Adjusted Revenue received by CSI in the immediately preceding month to be distributed as follows:

(i) First, to the extent applicable, payment of any taxes (other than income or similar taxes on the Revenue Split) related to the Social Casino due and owing;

(ii) Second, to pay Pala for any Third Party for any Third Party Expenses due and owing (Pala shall invoice CSI on a monthly basis for reimbursement of such Third Party Expenses);

(iii) Last (and following all the deductions set forth in subsections (i) and (ii) above), 25% to Pala and 75% to CSI (such amount payable to each Party, its "Revenue Split"). Payment instructions shall be provided by Pala.

(b) Notwithstanding the foregoing, to the extent that there is no Revenue Split due to Pala during any month, then CSI shall reimburse Pala for any balance outstanding of the amounts due and owing pursuant to Section 5.2 and Section 5.3 for such month within thirty (30) days of receipt of an invoice from Pala.

(c) No Avoidance. CSI hereby agrees to take no actions the purpose of which is to avoid paying the Revenue Split to Pala due under this Agreement, and Pala hereby agrees to not take any actions the purpose of which is to invoice CSI expenses that are under Pala's control improperly. Pala shall not share in revenues associated with the Subscription Gaming Product.

5.6 Late Payments. Should either Party fail to pay any amounts due and owing under this Agreement, the other Party shall, without prejudice to its other rights and remedies under this Agreement, be entitled (but not obliged) to charge interest on the overdue amount, from the due date up to the date of actual payment, at the rate of ten percent (10%) on the amount due and owing.

5.7 Financial Reporting.

(a) Each Party will maintain complete and accurate financial records in accordance with Industry Practices and generally accepted accounting principles, consistently applied.

(b) On the twentieth (20th) day of each calendar month following the Go Live Date for the first Game Platform, CSI will provide to Pala a report in a format satisfactory to Pala detailing: all Revenues, Adjusted Revenue, and Third Party Expenses from the immediately preceding month, and any other allowable deductions under this Agreement (the "Monthly Financial Calculations").

(c) In the event of any dispute regarding the Monthly Financial Calculations, CSI shall, to the extent there is sufficient Adjusted Revenue, fund all undisputed amounts pursuant to Section 5.5 without delay and neither Party shall be deemed to have waived any claim or demand with regard to the amount in dispute.

5.8 Audit.

(a) Each Party shall keep at its respective principal place of business during the Term, and for at least three (3) years after the expiration or earlier termination of this Agreement, separate, complete and accurate books of account and records together with all relevant supporting documentation which relate to or affect this Agreement, including without limitation, source documents relating to deductions ("Records").

(b) Without prejudice to any other right of audit or access granted to the Parties pursuant to this Agreement, each Party shall ensure that the other Party and its representatives have reasonable access to each Party's principal place of business to inspect and/or audit the Records (with the right to make copies and take excerpts) to verify that each Party is correctly, in accordance with the terms of this Agreement, calculating the Monthly Financial Calculations.

(c) No later than seven (7) Business Days prior to undertaking an inspection and/or audit of the Records pursuant to this Section 5.8(c), either Party may provide the other Party with a list of specific Records (and/or categories of Records) that the Party conducting the audit (the "Auditing Party") wishes to inspect and/or audit and the other Party shall ensure that it makes available to the Auditing such Records (and/or categories of Records) on the date of such inspection and/or audit. If a Party fails to make available to the Auditing Party such Records (and/or categories of Records) on the date of such inspection and/or audit, the Party shall reimburse the Auditing Party for its costs (including professional fees and expenses) incurred in conducting the inspection and/or audit and producing any audit report.

(d) Any inspection and/or audit under this Section 5.8(d) shall be carried out upon reasonable notice during normal business hours during the Term and up to three (3) years after the expiration or earlier termination of this Agreement, but in no event shall there be more than one such inspection and/or audit of a Party in a single calendar year, provided, if such inspection and/or audit reveals an reveals an underpayment or overpayment of five percent (5%) or more, then the other Party can conduct up to three (3) such inspections and/or audits of Pala in a single calendar year.

(e) If an inspection and/or audit reveals an incorrect calculation of amounts to be funded pursuant to Article 5, or any other sums payable under this Agreement, the owing Party shall promptly make an appropriate correcting payment or credit of any monies due to the applicable Party; provided, that if such calculation reveals an underpayment or overpayment of five percent (5%) or more, the owing Party shall reimburse the other Party for its reasonable Third Party costs (including professional fees and expenses) incurred in conducting the inspection and/or audit and producing any audit report (including professional fees and expenses). In the event the audit reveals that the payments to a Party for any year are in excess of the amount due, then, such excess amount would be deducted from future payments due to that Party. To the extent that any such overpayment is discovered after this Agreement has terminated, this obligation shall survive termination or expiration of this Agreement for any reason.

(f) Any inspection and/or audit, or failure to audit, shall not in any way release a Party from its obligations under this Agreement.

(g) Subject to Section 5.8(e), the Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Section 5.8(g), and any such information obtained shall be considered Confidential Information.

5.9 Taxes. The Parties shall cooperate in good faith to effectuate the terms of this Agreement in a tax efficient manner. The Parties believe that the payments due to each of them under this Agreement are not subject to withholding under any federal, state or local sales tax, charge, duty, levy, or value added tax. In the event that either Party becomes aware of any withholding obligation, the Parties shall reasonably cooperate to reduce such withholding obligation (tax or otherwise), to the extent legally feasible. If any amounts are required to be withheld under this Agreement, the Party with such withholding obligation shall be solely responsible for funding such withholding obligation, and such obligation shall not reduce any other amounts due and payable under this Agreement. Except as provided in Section 5.5(a)(i), each Party will be solely liable for any tax, charge or levy imposed by the relevant authority in respect of the receipt of any sum due and payable to such Party under this Agreement.

**ARTICLE 6**
**INTELLECTUAL PROPERTY**

6.1 Pala Intellectual Property.

(a) As between the Parties, Pala as publisher and developer of the Social Casino, the Pala Platform, and all Games and Intellectual Property Rights contained therein, is and shall remain the sole and exclusive owner of all Intellectual Property Rights in and to the Social Casino, the Pala Platform, the Games and the Deliverables.

(b) Pala hereby grants to CSI a revocable, non-exclusive, royalty-free license in the Launch Jurisdiction, during the Term, to use such of Pala's and its licensors' Intellectual Property Rights only to the extent necessary for CSI to receive the benefit of Pala's services under this Agreement.

6.2 CSI Intellectual Property.

(a) As between the Parties, CSI is and shall remain the sole and exclusive owner of all Intellectual Property Rights owned by CSI prior to the Effective Date of this Agreement (including without limitation, the Subscription Gaming Product as outlined in the existing Software Development Agreement), and all Intellectual Property Rights created or acquired by CSI after the Effective Date of this Agreement, including without limitation, any WPT look-and feel-elements, but specifically excluding any derivation works of the Pala Intellectual Property to the extent they do not incorporate any Intellectual Property Rights of CSI.

(b) CSI hereby grants to Pala a revocable, non-exclusive, royalty-free license in the Launch Jurisdiction, and any other territory where the Social Casino is offered, during the Term, to use that certain trademark and aspects of its branding as set forth on Exhibit D hereto (the "WPT Brand") as necessary for Pala to perform its obligations under this Agreement. All use of the WPT Brand shall be in accordance with the WPT Brand Standards and shall inure to CSI's benefit. Pala shall not be granted the right to sublicense the WPT Brand for use by third parties (e.g., offer a third party the right to use the Branded Games on its own platform(s)).

**ARTICLE 7**
**CUSTOMER DATA AND END USER AGREEMENTS**

7.1 Pala shall collect and maintain, for CSI's benefit, the Customer Data. Pala's collection, access, use, storage, disposal and disclosure of all Personal Information will comply with Applicable Laws. Pala shall at all times remain (and cause any payments subcontractors to remain) in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements (including any revisions or updates thereto). In the event that Pala discovers or receives notice of unauthorized access, acquisition, disclosure or use of Personal Information, then Pala shall give prompt notice to CSI, with full particulars, and reasonably cooperate in the investigation of any such incident.

7.2 As between the Parties, except as expressly set forth herein, CSI shall own all right, title and interest in and to the Personal Information, and Pala shall only use the Personal Information as necessary to provide the services contemplated hereunder. Both Parties shall own Customer Data that does not constitute Personal Information and shall have the right to use such Customer Data in any manner whatsoever consistent with Applicable Laws. Furthermore, nothing contained herein shall prevent Pala from collecting, using and sharing aggregated data or data that does not identify an individual, or from collecting, using or sharing such data outside of its performance of this Agreement.

7.3 At any time during the Term hereof, at CSI's written request, or upon the termination or expiration of this Agreement for any reason, Pala within a reasonable time shall, and shall instruct all of its employees and contractors to, return or destroy (at CSI's sole option) all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such employees and contractors and certify in writing to CSI that such Personal Information has been returned or disposed of securely. Pala shall comply with all reasonable directions provided by CSI with respect to the use and disposal of Personal Information. Nothing contained in this Section 7.3 shall obligate Pala to return or destroy (or cease use of) aggregated data or data that does not identify an individual.

7.4 CSI may provide Pala with access to User Data so that Pala can provide the Services. "User Data" means and any and all information provided to Pala by or at the direction of CSI, or collected by Pala in the course of Pala's performance under this Agreement that can be used to identify or authenticate a living individual's identity (including, without limitation, names, addresses, telephone numbers, email addresses, IP addresses traceable to an individual, financial/payment information, and other personal identifiers). User Data does not include information that has been anonymized or aggregated in a manner that makes it impossible to identify or authenticate a living individual's identity. Unless it receives CSI's prior written consent, Pala: (i) shall not access or use User Data other than as necessary to perform its obligations under this Agreement; and (ii) shall not give any third party access to User Data other than as expressly permitted pursuant to the terms of this Agreement or otherwise approved of by CSI in writing. In addition, CSI and any authorized third party shall: (1) keep and maintain all User Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; and (2) install and maintain safeguards reasonably designed to protect User Data from unauthorized access, destruction, use, modification or disclosure that are no less rigorous than accepted industry practices. Pala represents and warrants that its collection, access, use, storage, disposal and disclosure of User Data does and will comply with all applicable federal, state, and foreign privacy and data protection laws ("Data Protection Laws"), including but not limited to EU 2016/679 General Data Protection Regulation ("GDPR"). Pala shall permit CSI to examine Pala's records from time to time by an independent third party auditor to ensure Pala's compliance with its obligations under this Agreement. CSI may only request one inspection per calendar year, shall work with Pala to schedule any inspection at a time and date convenient to Pala, and shall pay all costs associated with any inspection. Pala shall reasonably assist CSI in responding to requests to individuals exercising their rights under the GDPR in relation to the User Data processed by Pala. Pala shall promptly inform CSI whenever it knows or reasonably believes a security breach has occurred that involves or potentially involves User Data and, at Pala's sole cost and expense, investigate and remediate any such occurrence as required by applicable law. Upon expiration or termination of this Agreement, at CSI's option, Pala shall (i) promptly return all copies of User Data to CSI (in a format reasonably acceptable to CSI); or (ii) destroy all copies of User Data and deliver to CSI a signed written certification from an officer of CSI stating that all User Data has been so destroyed.

7.5 Pala shall, at its sole cost and expense, implement and enforce terms of service for the Social Casino, which terms of service shall have been pre-approved by CSI in writing, and shall comply with all Applicable Laws (the "Terms of Service"). Pala shall post or link to a privacy policy on all Game Platforms from which the Social Casino can be accessed, and include access to such privacy policy in all applications, which privacy policy shall have been pre-approved by CSI in writing, and shall comply with all Applicable Laws (the "Privacy Policy"). The Terms of Service and the Privacy Policy shall be entered into by and among CSI, Pala and the Social Casino Player. The Parties shall ensure that the Terms of Service and Privacy Policy are updated on a regular basis to ensure each remains compliant with Applicable Laws.

## ARTICLE 8
## INDEMNIFICATION

8.1 Indemnification by Pala. Pala shall indemnify, defend and hold harmless CSI and its Affiliates, and each of their respective directors, officers, managers, employees, members, shareholders and agents and all of their respective successors and permitted assigns in respect of all claims, losses, liabilities, damages, fines, penalties, fees, expenses and costs including reasonable professional legal fees, incurred or suffered as a result of a Third Party claim ("Losses" and "Claims," respectively) against CSI, or any of them arising out of: (i) any claim that a Deliverable provided by Pala to CSI, the Social Casino, the Games, or any other element of the Social Casino (except for (a) the Intellectual Property Rights owned by CSI or the WPT Brand and (b) Third Party Games or other content requested by CSI to be added to the Social Casino pursuant to Section 2.2(d)(vii)) when used in accordance with this Agreement, infringe or violate any Third Party's Intellectual Property Rights; and (ii) Pala's material breach of this Agreement, including any of its representations or warranties.

8.2 Indemnification by CSI. CSI agrees to indemnify, defend and hold harmless Pala, its Affiliates, and each of their respective directors, officers, managers, employees, members, shareholders and agents and all of their respective successors and permitted assigns in respect of all Losses for all Claims against Pala, or any of them arising out of: (i) any claim that the Intellectual Property Rights of CSI or the WPT Brand when used in accordance with this Agreement infringe or violate any Third Party's Intellectual Property Rights; (ii) Reward Credits and any Promotion offered in connection therewith; and (iii) CSI's material breach of this Agreement, including any of its representations or warranties.

8.3 Procedure. If any Third Party shall notify CSI or Pala (the Party so notified, the "Indemnified Party") with respect to any matter which may give rise to a claim for indemnification against the other Party (the "Indemnifying Party") under this Article 8, then the Indemnified Party shall promptly notify the Indemnifying Party thereof in writing; provided, however, that failure to notify any the Indemnifying Party shall not relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will reasonably cooperate with Indemnifying Party with the defense and/or settlement thereof, which defense and/or settlement shall be controlled by Indemnifying Party, provided that, if any settlement requires an affirmative obligation of, results in any ongoing liability to or prejudices or detrimentally impacts, Indemnified Party in any way and such obligation, liability, prejudice or impact can reasonably be expected to be material, then such settlement shall require Indemnified Party's written consent (not to be unreasonably withheld or delayed) and Indemnified Party may have its own counsel in attendance (at its sole expense) at all proceedings and substantive negotiations relating to such claim.

8.4 In the event that any Claim adjudicated to a final judgment relates to the use of any component of the Indemnifying Party's Intellectual Property by the Indemnified Party in a manner that is in accordance with the license granted within the terms of this Agreement, the Indemnifying Party may, at its option, either: (i) substitute a fully equivalent non-infringing unit of the Intellectual Property; or (ii) modify or replace the infringing Intellectual Property with assets that are functionally equivalent; or (iii) obtain, at the Indemnifying Party's expense, the right to continue use of such Intellectual Property. For the avoidance of doubt, this Section 8.4 shall not apply to the use of the WPT Brand nor the Intellectual Property rights contained therein.

## ARTICLE 9
## REPRESENTATIONS AND WARRANTIES

9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that with respect of itself:

(a) it is a corporation or company duly incorporated under the laws of the jurisdiction in which it is formed or incorporated;

(b) it has full right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, including the right, power, legal capacity and authority necessary to grant the licenses granted herein;

(c) it has the requisite power and authority to execute, deliver and perform its respective obligations under this Agreement, including, if necessary, approval of the board of directors of such Party or its parent organization, and this Agreement is executed by its duly authorized representative;

(d) this Agreement is the valid and binding obligation of such Party, enforceable against it in accordance with its terms, except insofar as enforceability may be affected by bankruptcy laws or by principles governing the availability of equitable remedies.

(e) the execution, delivery and performance of this Agreement by such Party does not and will not (i) conflict with or violate any provision of such Party's or any of its Affiliate's organizational documents, (ii) result in any violation of or breach or default under or loss of rights under any contract or agreement that such Party or any of its Affiliates is a party or by which they are bound, or (iii) violate, conflict with or result in a default, right to accelerate or loss of rights under any order, judgment or decree to which such Party or any of its Affiliates is a party or by which such Person is bound or affected;

(f) to its knowledge, there is no action, arbitration, audit, claim, demand, proceeding, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal or whether public or private) at law or in equity now pending or threatened by or against or affecting it which would substantially impair its right to carry on its business as contemplated herein or to enter into or perform its obligations under this Agreement, or which adversely affects its financial condition or operations; and

(g) it has not and will not enter into any other agreement or arrangement which conflicts with its ability to perform its obligations under this Agreement to such extent that this Agreement will be materially adversely impacted.

**ARTICLE 10**
**TERM AND TERMINATION**

10.1 Term. This Agreement shall commence on the Effective Date and shall continue in effect for the duration of the term of the Software Development Agreement (the "Term"). The Parties may mutually agree to extend the Term in writing.

10.2 Termination by Either Party. Notwithstanding the foregoing, either Party may terminate this Agreement immediately upon notice on the occurrence of any of the following events:

(a) on or after the occurrence of a material breach of this Agreement by the other Party, provided that if the breach is capable of remedy, the breach is not remedied within thirty (30) days of receipt of notice in writing specifying the breach and requiring it to be remedied, provided, further, if such cure cannot reasonably be accomplished within such thirty (30) day period and the breaching Party in good faith commenced such cure within such thirty (30) day period, the cure period shall be extended to a time period in which such cure could reasonably be accomplished using diligent efforts;

(b) in accordance with Section 13.1;

(c) immediately if the other Party ceases to do business in the ordinary course, becomes insolvent, or files for bankruptcy;

(d) immediately if the offering of the Social Casino violates any Applicable Law and such violation is material and continuing; and

(e) immediately in the event that a Party reasonably determines that an association with the other Party or any of its respective Affiliates or associates, is likely to cause or otherwise result in a violation of any applicable gaming laws regarding prohibited relationships with entities engaged in gaming activities, or if such Party's compliance committee or similar internal governing body determines, in good faith and in its sole discretion, that the other Party or its officers, directors, employees, agents, designees or representatives engaged in or is about to be engaged in any activity or activities, or was engaged in or is involved in any activities or relationship, which (i) could or does jeopardize such Party's gaming licenses or those of any Affiliates, or if any such gaming license is threatened to be denied, curtailed, suspended or revoked or (ii) could or does jeopardize such Party's access to providing a real money gaming service in any jurisdiction; and

(f) if the Go Live Timelines for any phase have extended longer than six (6) months beyond the initial target date, and notice by CSI has been given to Pala, and within thirty (30) days of receipt of such notice, the respective phase launch has still not taken place, CSI may elect to terminate this Agreement.

10.3 Effect of Termination. Following termination, the Parties shall cooperate in order to ensure a smooth transition and subsequent publishing of the Social Casino, with minimal disruption to the user experience.

Subject to Applicable Laws, Customer Data shall be transferred promptly to CSI in a usable format in order to allow CSI to integrate such data into backend systems it designates.

10.4 Survival: In addition to paying any amounts due and owing prior to termination or expiration of this Agreement, the following provisions shall survive any expiration or termination of this Agreement: Article 1, Section 5.8, Article 6, Section 7.2, Article 8, Sections 10.3, Section 10.4, Article 11, Article 16, Article 17, and Article 18.

**ARTICLE 11**
**CONFIDENTIALITY**

11.1 Each Party acknowledges and agrees that the terms of this Agreement and all information, data, materials, or technology communicated to such Party (the "Receiving Party") by the other Party (the "Disclosing Party") that is marked as "Confidential" or "Proprietary" or that, under the circumstances taken as a whole, would be reasonably be deemed to be confidential ("Confidential Information") was and shall be received in confidence. For the avoidance of doubt, the terms of this Agreement (including the fee and revenue share information hereunder) and the Social Casino provided by Pala to CSI (except with respect to the WPT Brand contained therein) shall constitute Confidential Information of Pala. Each Party shall keep in confidence and use efforts that are similar to those used to protect its own confidential information (and, in any event, no less than reasonable efforts) to prevent the unauthorized duplication, use, access and disclosure of Confidential Information of the Disclosing Party. Each Receiving Party may disclose the Disclosing Party's Confidential Information: (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of providing the services hereunder; and (b) as may be required by Applicable Laws, a court of competent jurisdiction or any Governmental Entity (including any Gaming Authority), provided that the Receiving Party will provide advance notice to the Disclosing Party of such required disclosure, cooperate with the Disclosing Party, at the Disclosing Party's expense, in seeking a protective order or similar treatment for such Confidential Information, and disclose only such Confidential Information as is required. Each Receiving Party will limit access to Confidential Information of the Disclosing Party to only those of its employees, agents and contractors having a need-to-know in connection with this Agreement. Each Receiving Party will advise its employees, agents and contractors to whom disclosure of Confidential Information is made of the obligations hereunder to protect the Confidential Information and such employees, agents and contractors shall be subject to obligations of confidentiality like those herein. The Disclosing Party's Confidential Information is and shall remain the sole and exclusive property of the Disclosing Party, notwithstanding any disclosure made to the Receiving Party during the Term. For the purposes of this Agreement, "Confidential Information" shall include all Personal Information.

11.2 Except to the extent otherwise required by Applicable Law or professional standards, the Parties' obligations under this Section 11.2 do not apply to information that: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party; (ii) was known to the Receiving Party or had been possessed by the Receiving Party without breach of any obligations of confidentiality prior to receipt from the Disclosing Party; (iii) is disclosed to the Receiving Party by a Third Party not under obligation of confidentiality to the Disclosing Party or otherwise lawfully becomes known by the Receiving Party; or (iv) is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party.

11.3 Each Receiving Party shall, within a reasonable time upon expiration or termination of this Agreement or otherwise upon demand, at the Disclosing Party's option, either return to the Disclosing Party or destroy and certify in writing to the Disclosing Party the destruction of any and all documents (the term "document", as used in this Section, shall include any writing, instrument, agreement, letter, memorandum, chart, graph, blueprint, photograph, financial statement or data, telex, facsimile, cable, tape, disk or other electronic, digital, magnetic, laser or other recording or image in whatever form or medium), papers and materials and notes thereon in the Receiving Party's possession, including copies or reproductions thereof, to the extent they contain Confidential Information; provided, that, each Receiving Party may retain a copy of the Disclosing Party's Confidential Information (subject to the obligations of confidentiality herein) to the extent required to comply with Applicable Laws, for internal audit purposes and to establish or protect such Party's rights under this Agreement and further provided that documents which contain the Receiving Party's internal content shall not be returned to the Disclosing Party, but rather destroyed and so certified.

## ARTICLE 12
## WPT BRAND EXCLUSIVITY

12.1 During the Term, CSI shall not be permitted to, and shall ensure that no members of the WPT Group:

(a) operates itself or licenses from any third party, any competing social casino product, that is made available on or through the ClubWPT website or software platform or application, other than the Social Casino and the existing Subscription Gaming Product under the Software Development Agreement, that utilizes the WPT Brand (i.e., ClubWPT); or

(b) licenses to any third party the right to use the WPT Brand (i.e., ClubWPT) in connection with any competing social casino product other than Social Casino, excluding any marketing efforts with respect to the ClubWPT brand (e.g., marketing of the ClubWPT brand on Zynga).

12.2 Reservation of Rights. Nothing in this Agreement shall limit CSI or its Affiliates from operating or entering into third party license agreements with respect to social casino games that are branded with other WPT brands (e.g., World Poker Tour, WPT, WPT Alpha8). Further, Pala hereby acknowledges and agrees that (A) the WPT Brand has or potentially may have, many uses; (B) the license granted to Pala is a limited field-of-use license and Pala may use the WPT Brand only for such limited use as outlined in this Agreement and for no other use; and (C) CSI reserves and retains all other rights to the WPT Brand not expressly licensed to Pala hereunder.

12.3 Except as otherwise set forth herein, neither Party shall be prevented from performing services, or entering into relationships with any other Person, subject to each Party's confidentiality obligations set forth in Article 11.

## ARTICLE 13
## PRIVILEGED LICENSE; DUE DILIGENCE

13.1 CSI (a) acknowledges that Pala or its Affiliates hold one or more licenses under Applicable Laws related to real money gambling and (b) agrees that it shall (and shall cause its Affiliates and employees to) cooperate in good faith with Pala or its Affiliates, from time to time, as requested on a confidential basis, to provide a reasonable amount of information necessary to enable Pala and its Affiliates to respond to any requests for information in connection with preservation of any gaming licenses and compliance with any gaming regulations applicable to Pala and any of its Affiliates and the internal compliance policies of Pala and its Affiliates relating thereto (including information required in connection with any reasonable, necessary background checks or other reasonable investigations regarding credit standing, character and personal qualifications). If CSI believes compliance with this section becomes materially burdensome and unreasonable, CSI shall notify Pala and the Parties will work together in good faith to address CSI's concerns; provided, if accommodations cannot be made and CSI's compliance remains materially burdensome and unreasonable, CSI may elect to terminate this Agreement.

**ARTICLE 14**
**FORCE MAJEURE**

14.1 Neither Party shall be liable for any default or delay in the performance of its obligations if and to the extent such default or delay is caused by any of the following: an act of God, fire, casualty, flood, war, terrorist act, failure of public utilities, widespread labor or civic unrest (except for a Pala labor specific dispute), assertion or requirement of any governmental authority, epidemic, or destruction of production facilities, or other circumstances beyond the reasonable control of the Party (each, a "Force Majeure Event"). A Party wishing to claim the benefit of this Article 14 must: (a) promptly give notice to the other Party specifying the Force Majeure and giving a good faith estimate of the duration of the Force Majeure Event; (b) use reasonable efforts to overcome the effect of the Force Majeure as soon as possible; and (c) promptly notify the other Party when the Force Majeure has ceased or been overcome. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the period of such Force Majeure Event.

**ARTICLE 15**
**INSURANCE**

15.1 Pala will obtain and maintain at its own expense, insurance of the type and in the amounts that are commercially reasonable during the Term, as determined by Pala in its reasonable discretion as set forth on Exhibit E.

**ARTICLE 16**
**SOVEREIGN IMMUNITY**

16.1 The Pala Band of Mission Indians, a federally recognized Indian Tribe (the "Tribe"), is the majority shareholder in Pala. It is understood and agreed that any suit, action, proceeding and/or legal process of any type whatsoever arising out of this contract against Pala will be expressly limited to Pala, and the recovery of any monetary damages upon any settlement, arbitration, decision or judgment resulting therefrom shall be limited solely to recovery against the assets of Pala. The Tribe itself is not subject to jurisdiction of state or federal court, and does not waive its sovereign immunity in any respect, nor under any circumstances is there a waiver of any immunity of any elected or appointed officer, official, member, manager, employee or agent of the Tribe. Accordingly, in the event of any dispute, whether in the context of any arbitration or alternative dispute resolution or court proceeding between Pala and CSI, Pala will not assert application of any tribal laws, any requirements of following tribal court procedures, or sovereign immunity as to Pala.

**ARTICLE 17**
**GOVERNING LAW AND DISPUTE RESOLUTION**

17.1 This Agreement shall be governed by the laws of the State of California, without regard to that state's conflict of law analysis. Resolution of all disputes between the Parties shall be handled as follows: The Parties shall first endeavor to immediately meet and confer in good faith in order to resolve any dispute, claim or other controversy arising in connection with this Agreement, including without limitation any dispute regarding the interpretation or enforcement of the Agreement. In the event the Parties are unable to resolve any dispute arising out of this Agreement between themselves within fourteen (14) days, then the Parties agree that the dispute will be submitted to mediation. The mediation will be conducted by the San Diego Offices of Judicial Arbitration & Mediation Services ("JAMS"). The complaining Party shall contact JAMS to schedule a mediation conference within thirty (30) days. The Parties are to select a mediator who is a retired judge from the JAMS panel. If they are unable to agree, JAMS shall provide a list of three available retired judge mediators and each Party may strike one. The remaining one will serve as the mediator; provided, however, if both Parties strike the same name, JAMS shall promptly select one of the two remaining names to serve as the mediator. As soon as the mediation is completed, if the matter is not resolved, either Party may initiate binding arbitration also to be conducted at the San Diego office of JAMS. The Parties agree that, if required, enforcement of any arbitration award, as well as any action to compel arbitration, may be brought in federal court in the United States District Court for the Southern District of California. This arbitration agreement applies only to these Parties with respect to this Agreement, and does not apply to any other claims or to any third party claims whatsoever.

17.2 Each Party acknowledges and agrees that the other Party would be damaged irreparably in the event any of the provisions of Article 6, Article 11, Article 12, or Article 16 of this Agreement is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each Party agrees that, in addition to any other relief which may be available, the other Parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of Article 6, Article 11, Article 12, or Article 16 of this Agreement to enforce specifically this Agreement and the terms and provisions hereof (without the posting of bond or other security) in addition to any other remedy to which it may be entitled, at law or in equity.

17.3 Limitation. The Parties acknowledge that any dispute arising under this Agreement will be limited to the Persons that are Parties to this Agreement and, except to the extent reasonably necessary in connection with an action to seek injunctive relief resulting from actions by such Person that result in a breach of this Agreement, no Party shall (a) commence any lawsuit, arbitration or otherwise seek to impose any liability whatsoever against any Person in its capacity as an officer, director, shareholder, member, employee or agent of a Party or (b) permit any Person claiming through such Party to assert a claim or impose any liability against any Person in its capacity as an officer, director, shareholder, member, employee or agent of a Party as to any matter or thing arising out of or relating to this Agreement or any alleged breach or default by Party hereto or thereto.

17.4 Limitation of Damages. Notwithstanding any other provision of this Agreement to the contrary, other than in connection with fraud or willful misconduct, no Party shall be liable to any other Party for losses with respect to mental or emotional distress, exemplary, consequential, incidental, special damages, lost profits, diminution in value, damage to reputation or the like, including lost profits, even if such Party has been advised of the possibility of such damages.

## ARTICLE 18
## MISCELLANEOUS

18.1 Entire Agreement, Amendment, Waiver. This Agreement amends, restates, replaces and supersedes the Original Agreement in its entirety. This Agreement along with its attachments, exhibits, and schedules, constitute the entire agreement between the Parties concerning the subject matter hereof, and supersedes any prior or contemporaneous understandings, agreements or representations. The Parties acknowledge and agree that this Agreement does not impact the Software Development Agreement, which is still in existence as of the Effective Date. No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing by both Parties. The failure of either Party to enforce any of the provisions in this Agreement shall not be construed to be a waiver of the right of such Party thereafter to enforce such provisions.

18.2 Assignment. Neither Party may assign this Agreement except with the prior written authorization of the other Party; provided, however, such consent shall not be required in the event such assignment is in connection with the sale of all or substantially all of its assets of the other Party or a merger, acquisition, transfer of the majority of a Party's stock, corporate reorganization, or consolidation, in which case notice shall be provided to the other Party within thirty (30) days after such assignment. Any attempt to assign any of the rights, duties, or obligations set forth in this Agreement without such consent shall be void.

18.3 Headings. The headings in this Agreement have been inserted for convenience only, and are not to affect the interpretation of this Agreement

18.4 Further Assurances. The Parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to complete the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments requested by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.

18.5 Severability. In the event that any part of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable.

18.6 Notices. Unless otherwise specified in this Agreement, all notices, demands, elections, requests or other communications that any Party may desire or be required to give hereunder must be in writing and must be given (a) by hand delivery, (b) by a recognized overnight courier service providing confirmation of delivery overnight courier, or (c) by Portable Document Format (PDF), to the addresses set forth below or at such other address as the Parties may specify by notice given to the other Parties in accordance with this Section 18.6. A notice sent by overnight courier shall be deemed given on the next Business Day after the day said notice is delivered to the overnight courier. A notice sent by hand delivery or by PDF shall be deemed given on the day sent (provided such PDF document is electronically confirmed received and is followed by delivery pursuant to (a) or (b) above).

If to Pala:

Pala Interactive, Inc.
Attn: Jim Ryan
PMB 40 35008 Pala Temecula Rd., Pala, California 92059
Email: Jim.Ryan@palainteractive.com

With a copy to:
Brownstein Hyatt Farber Scheck, LLP
410 17th Street, Suite 2200
Denver, CO 80202
Attn: Elizabeth Paulsen
Email: epaulsen@bhfs.com

If to CSI:

Club Services Inc.
Attn: Legal Dept.
1920 Main Street, Suite 1150
Irvine, CA 92614

18.7 Expenses. Except as otherwise expressly provided in this Agreement, each Party will bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel and accountants.

18.8 Joint Preparation of Agreement. The Parties and their respective counsel have participated jointly in the negotiation and drafting of this Agreement. Each of the Parties acknowledges that it is sophisticated in business matters of the type contemplated hereby and has been advised by experienced counsel and, to the extent it has deemed necessary, other advisers in connection with the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

18.9 Treatment. The Parties acknowledge and agree that nothing in this Agreement shall be deemed to create a partnership, joint venture or other association or a trust among the Parties. The CSI or any of its Affiliates, directors, officers, managers, employees, members, shareholders and agents, on the one hand, and the Pala or any of its Affiliates, directors, officers, managers, employees, members, shareholders and agents, on the other hand, agree that they will not in any manner assert or admit that this Agreement or any of the transactions or relationships contemplated hereby create a partnership, joint venture, agency or other association or a trust among the Parties. The Parties shall not, for any purpose be, or be deemed to be or treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. Nothing contained in this Agreement shall be construed as creating any fiduciary relationship of any nature between the Parties. Except pursuant to the authority expressly granted herein or as otherwise agreed in writing between the Parties, no Party shall have any authority to act for another Party or to assume any obligation or responsibility on behalf of the other Parties.

18.10 Press Releases. The content and timing of any press releases or announcements shall be subject to the Parties' mutual approval, not to be unreasonably withheld, conditioned or delayed.

18.11 Counterparts; Facsimile: This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until the Parties named below have duly executed or caused to be duly executed a counterpart of this Agreement. A signature on a copy of this Agreement received by a Party by facsimile or email is binding upon the other Parties as an original.

**[*Remainder of page intentionally left blank*]**

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the Effective Date set forth above and have signed:

| **Pala Interactive, LLC** | **Club Services, Inc.** |
|---|---|
| By: _____<br>Name: James A. Ryan<br>Title: CEO | By: _____<br>Name: Adam Pliska<br>Title: CEO |

***[Signature page to Services and Licensing Agreement]***

Exhibit 10.12

**SOFTWARE DEVELOPMENT AGREEMENT**

This Software Development Agreement (this "Agreement") is made and enterered into as of the 16th day of September, 2008 (the "Effective Date") by and between **REALTIME EDGE SOFTWARE INC**, a corporation based in British Colombia, Canada ("REALTIME"), and **CENTAURUS GAMES, LLC**, a limited liability company formed under the laws of Delaware ("CENTAURUS").

Whereas REAL TIME was formed to perform software development services in respect of interactive software for the playing of certain games,

And whereas CENTAURUS desires to retain REALTIME to provide such software development services,

And whereas REALTIME and CENTAURUS desire to enter into a business relationship pursuant to which, among other things, REALTIME would develop such interactive software with such desired features as CENTAURUS shall designate,

And whereas this Agreement is intended to delineate the terms and conditions applicable to the software development aspects of such business relationship,

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, REALTIME and CENTAURUS covenant and agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms will have these indicated meanings:

1.1. "CENTAURUS Technology" means the Product that REALTIME will work on under this Agreement and any and all future versions thereof and enhancements, upgrades and/modifications thereto, including any and all Derivative Technology created during the Term.

1.2. "Derivative Technology" means any and all technology created or developed by REALTIME pursuant to this Agreement based upon the CENTAURUS Technology, including, without limitation, the following: (i) for copyrightable or copyrighted material, any translation (including translation into other computer languages), portion, modification, correction, addition, extension, upgrade, improvement compilation, abridgment or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement hereon; and (iii) for material that is protected by trade secret, any new material derived from such existing trade secret material, including new material that may be protected by copyright, patent and/or trade secret.

1.3. "Internet" means any systems for distributing digital electronic content and information to end users via transmission, broadcast, public display, or other forms of delivery, whether direct or indirect, whether over telephone lines, cable television systems, optical fiber connections, cellular telephones, satellites, wireless broadcast, or other mode of transmission now known or subsequently developed.

1.4. "Product" means certain online gaming software that provides current and future game modules for operators to offer CENTAURUS's patent-pending subscription model, together with other licensed multiplayer gaming software, supporting back end systems and the random number generation system associated therewith. The Product includes the CENTAURUS game modules and supporting subscription modules only, and does not include, without limitation, the back-end system needed to conduct financial transactions for multi-players unless developed in the future under this contract. All future developments are the property of CENTAURUS. The parties agree that periodically, they shall acknowledge in writing, the contents of the Product, including all additions and improvements made since the date of this agreement. The Product currently does not include the software needed for real money wagering on the Internet. Attached hereto as Exhibit 1.4 is the schedule of Product contents.

1.5. "Services" means the further development, customization, enhancement, service and maintenance of the Product to be performed hereunder by REALTIME, in accordance with the Specifications for use by CENTAURUS, as they may be modified from time to time, and all other services performed by REALTIME pursuant to this Agreement, using such resources and personnel as CENTAURUS may determine after consultation with REALTIME.

1.6. "Specifications" means the specifications for the Services and Product, as mutually agreed upon and approved by CENTAURUS and REALTIME from time to time, which includes a product design and content summary, as well as a detailed specification for all required features and functionality, and a complete delivery and production schedule. The parties agree that the Specifications may be modified by CENTAURUS at any time during the Term and, when delivered to REALTIME, shall automatically be deemed to supersede or supplement (as the case may be) the previous specifications. Any modifications of the Specifications that increase the scope of the Product to be delivered to CENTAURUS or work to be performed by REALTIME shall be negotiated and mutually agreed on by the parties, and are subject to the agreement of both parties to such additional fees to be paid to REALTIME, if any, in respect of the increased scope of the Product or the increased/work to be performed.

1.7. "Term" means the period of time commencing on the Effective Date and continuing interrupted, unless earlier terminated in accordance with Section 8 of this Agreement.

1.8. "Website" means such sites designated by CENTAURUS from time to time.

2. Compensation.

2.1. For Maintenance of the Product, CENTAURUS shall pay REALTIME for the Services and the development of the CENTAURUS Technology in the amount of US$45,000 per month. "Maintenance" shall be limited to services necessary to keep the current Product functioning (based upon the product's agreed-upon scope of work), including bug fixes, but shall not include any new features. This Section 2.1 does not constitute a warranty that the Product will function without additional costs beyond/Maintenance. The parties agree and acknowledge that the warranties under this Agreement are exclusively set forth in Section 7 of this Agreement.

For any upgrades or modifications or projects beyond maintenance of the current Product, CENTAU US and REALTIME shall agree in writing on the fees for such upgrades or modifications prior to commencing work, with (unless an alternative fee schedule is agreed upon in writing) one-third of such fees paid in advance by CENTAURUS, one-third of such fees paid upon delivery of a beta (test) product, and one-third of such paid upon the release of the product. REALTIME's acceptance of any such projects shall be contingent upon negotiation of a mutually-agreeable fee and the availability of REALTIME personnel to complete such work.

3. Taxes. CENTAURUS is not liable to REALTIME for any taxes incurred in connection with this Agreement, unless they are sales or use taxes that are assessable under applicable law upon products or services produced or provided by REALTIME. Such sales or use taxes as may be exigible shall be paid to REALTIME by CENTAURUS in full. The parties agree that they shall take such steps as one or both of them may reasonably require to minimize the sales or use taxes paid or payable by CENTAURUS to REALTIME or any withholdings on amounts paid or payable to REALTIME by CENTAURUS pursuant to applicable law.

4. Product Development. REALTIME shall perform the Services, and deliver to CENTAURUS the CENTAURUS Technology for CENTAURUS's use, in accordance with the Specifications, as the same may change from time to time during the Term, and in accordance with all other terms and conditions contained in this Agreement, but subject to any increased fees as may be agreed upon by the parties as a result of any increased scope of the Product or any increased work to be performed by REALTIME. REALTIME will use its best efforts to meet each milestone in the schedule for delivering the Product. REALTIME agrees that the Services shall be performed in a professional manner and shall be of a high grade, nature and quality.

5. Scope of Rights/Exclusivity. CENTAURUS shall exclusively own the rights to the CENTAURUS Product developed by REALTIME. CENTAURUS shall have the right to sublicense, "skin" or otherwise transfer the rights granted by this Section 5 with the consent of the poker software IP owner. REALTIME will not develop any other blackjack or poker subscription product during the Term for any other client for use in the USA without CENTAURUS's prior written consent.

6. Escrow of Code. A copy of the Source Code of the Product (as defined in Section 1.4) (which product is limited to the gaming and supporting module), as such Source Code is modified and improved from time to time, shall be deposited every six months with an independent third party escrow agent agreed upon by both parties. The escrow agent shall be irrevocably instructed to provide a copy of this Source Code to CENTAURUS in the event that, during the Term and at the end of the Term, both (a) REALTIME becomes insolvent, subject to bankruptcy proceedings, or otherwise ceases operating as a going concern; and (b) and there is no successor organization to REALTIME to assume the obligations under this Agreement. The costs of the escrow agent shall be paid for by CENTAURUS. The "Source Code" as described in this Section 6 shall be limited to the game module that constitutes the

Product owned by CENTAURUS. Upon valid delivery of the escrowed Source Code for the reasons et forth in this Section 6, REALTIME will also provide to CENTAURUS a non-exclusive copy of the additional code ( the "Additional Code") that is necessary to run the subscription-based product. This additional code is not otherwise owned by CENTAURUS and will be provided on a non-exclusive basis only in the event that during the Term, the circumstances set forth in this Section 6 occur.

7. Representation and Warranties.

7.1. REALTIME warrants and represents that it has the full power to enter into this Agreement and to grant the rights set forth herein;

7.2. CENTAURUS warrants and represents that it has the full power to enter into this Agreement and to grant the rights set forth herein.

7.3. EXCEPT AS SET FORTH HEREIN, NEITHER PARTY MAKES ANY WARRANTY TO THE OTHER. ALL WARRANTIES, OBLIGATIONS, AND LIABILITIES ARE WAIVED BY BOTH PARTIES, TO THE FULLEST EXTENT PERMITTED BYLAW. ALL OTHER RIGHTS AND REMEDIES REGARDING SERVICES PROVIDED HEREUNDER ARE PROVIDED WITHOUT WARRANTY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR NON-INFRINGEMENT OR FITNESs FOR A PARTICULAR PURPOSE.

8. Termination a d Other Remedies.

8.1. This Agreement shall expire and terminate 4 years after the Effective Date, unless both parties agree to extend the terms in writing prior to such date of termination. Upon termination REALTIME shall deliver or cause to be delivered to CENTAURUS the Source Code and Additional Code as described in Section 6 above.

8.2. This Agreement may be terminated by convenience by CENTAURUS upon sixty (60) days written notice to REALTIME for any reason or no reason.

8.3. This Agreement may be terminated by convenience by REALTIME upon twelve (12) months written notice to CENTAURUS.

8.4. In addition to any other rights and/or remedies that the parties may have under the circumstances, all of which are expressly reserved, each party may suspend performance and/or terminate this Agreement immediately upon written notice at any time if:

8.4.1. the other party is in material breach of this Agreement and fails to cure that breach within twenty (20) days after written notice thereof;
or
8.4.2. the other party fails to timely make a payment required by this Agreement and fails to cure that breach within ten (10) days after written notice and demand thereof.

8.5. Upon any termination of this Agreement, REALTIME will pay any balance then owed to CENTAURUS. In the event of termination or expiration of this Agreement for any reason, sections 2, 5, 6, 7, 8, 9 & 10 shall survive termination.

Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

9. Confidentiality.

9.1. The parties hereby agree that all terms and conditions of this Agreement are confidential and proprietary information. The parties agree that the Specifications, the CENTAURUS Technology and all requested enhancements to the Product shall be treated as confidential and shall not be disclosed to any third party.

9.2. Neither party will issue any press release or make any public announcement(s) relating in any way whatsoever to this Agreement or the relationship established by this Agreement without the express prior written consent of the other party. However, the parties acknowledge that this Agreement, or portions thereof, may be required under applicable law to be disclosed, as part of or an exhibit to a party's required public disclosure documents or pursuant to the order of a court or administrative or governmental tribunal of competent jurisdiction. If either party is advised by its legal counsel that such disclosure is required, it will notify the other in writing an , the parties will jointly seek confidential treatment of this Agreement to the maximum extent reasonably possible, in documents approved by both parties and filed with the applicable governmental or regulatory authorities.

10. Limitation of Liability.

10.1. CENTAURUS's ENTIRE LIABILITY UNDER THIS AGREEMENT MAY IN NO EVENT EXCEED US$100,000.

10.2. NO ACTION RELATED TO THIS AGREEMENT MAY BE BROUGHT MORE THAN SIX (6) MONTHS AFTER DISCOVERY OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

10.3. IN NO EVENT WITH EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST DATA, LOST PROFITS, INTEREST OR COST OF MONEY, OR FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PERFORMANCE OR NON-PERFORMANCE OR THE USE OF, INABILITY TO USE OR RESULTS OF USE, OR FAILURE TO MEET DELIVERY DATES, WITH RESPECT TO THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT.

11. Miscellaneous.

11.1. UU. In the performance of the Services, REALTIME is an independent contractor that is developing the Product on a work for-hire basis in accordance with the terms of this Agreement, and uses its own means and methods for the performance of the Services. Neither party shall represent itself as the agent or legal representative of the other party for any purpose whatsoever, and neither party shall have the right to create or assume for the other any obligation of any kind. This Agreement shall not create or be deemed to create an agency, partnership, franchise, employment relationship or joint venture between the parties. Each party's employees and contractors that perform services related to this Agreement shall remain under the exclusive direction and control of their respective employer, principal, or contractor, as may be, and shall

11.7. Except as expressly set forth in this Agreement, neither party may transfer, assign or sublicense this Agreement, or any rights or obligations hereunder, whether by contract or by operation of law, except with the express written consent of the other party, and any attempted transfer, assignment or sublicense by a party in violation of this section shall be void. For purposes of this Agreement, a "transfer" under this section shall be deemed to include, without limitation, the transfer of an rights or obligations in the course of a liquidation or other similar reorganization of an entity. Neither party will unreasonably withhold consent to a transfer to an acquirer successor-in-interest of the other party if the transferee passes such party's reasonable due diligence investigation including but not limited to any regulatory approvals. Subject to the provisions of this section, this Agreement shall be binding upon and inure to the benefit of each party and their respective successors and assigns.

11.8. All rights and obligations of the parties hereunder are personal to them. Except as otherwise specifically stated herein, this Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights in any third party.

11.9. Each party shall be responsible for compliance with all applicable laws, rules and regulations, if any, related to the performance of its obligations under this Agreement.

11.10. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof or thereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

11.11. This Agreement contains the entire agreement of the parties with respect to the subject-matter herein contained, and may not be modified or amended except by a written instrument executed by both parties.

In witness hereof, intending to be legally bound hereby, the parties have executed this Agreement as of the date first above written.

| | |
|---|---|
| REALTIME: | CENTAURUS: |
| REALTIME EDGE SOFTWARE INC | CENTAURUS GAMES, LLC |
| By: /s/ Uri Kotai<br>Name: Uri Kotai<br>Title: President | By: /s/ Santoro Millar<br>Name: Santoro Millar<br>Title: General Counsel |

EXHIBIT 1.4

Product Contents

Exhibit 10.13

**AMENDEMENT ONE TO SOFTWARE DEVELOPMENT AGREEMENT**

This Amendment One **("Amendment One")** to the Software Development Agreement is made as of this 12th day of September, 2011, by and between Realtime Edge Software Inc. **("Realtime")** and Club Service, Inc. as successor-in-interest to Centaurus Games, LLC**("CSI")**.

WHEREAS, the Parties hereto entered into a Software Development Agreement dated as of September 16, 2008 (the**"Agreement");** and

WHEREAS, the Parties hereto desire to amend the "Termination and Other Remedies" section (Section 8) of the Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

2. Termination by CSL Section 8.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"This Agreement may be terminated by convenience by CSI upon six (6) months written notice to Realtime for any reason or no reason."

3. Counterparts. This Amendment One may be executed in one or more counterparts, each of which shall be deemed an original. This Amendment One may be executed by facsimile signature.

4. No Other Changes. Except as otherwise set forth herein, no other changes, amendments or modifications are made to the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment One as of the date and year first written above.

Realtime Edge Software Inc. (**"Realtime"**)

By: /s/ Uri Kozai
Name: Uri Kozai
Its: President

Club Services, Inc. (**"CSI"**)

By: /s/ Adam Pliska
Name: Adam Pliska
Its: President

**AMENDEMENT TWO TO SOFTWARE DEVELOPMENT AGREEMENT**

This Amendment Two **("Amendment Two")** to the Software Development Agreement is made as of this 29th day of March, 2012, by and between Realtime Edge Software Inc. **("Realtime")** and Club Service, Inc. as successor-in-interest to Centaurus Games, LLC**("CSI").**

WHEREAS, the Parties hereto entered into a Software Development Agreement dated as of September 16, 2008, as amended by that certain Amendment One to the Software Development Agreement dated as of September 12, 2011 (the **"Agreement");** and

WHEREAS, the Parties hereto desire to amend the definition of "Product" in the Agreement to include a web based application and amend the Agreement to reflect the development costs and maintenance fees related to the revised product.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

2. Product. Section 1.4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"1.4 "Product" means certain online gaming software that provides current and future game modules, including, but not limited to, a web browser based game module, for operators to offer CSI's subscription model, together with other licensed multiplayer gaming software, supporting back-end systems and the random number generation system associated therewith. The Product includes the CSI gan1e modules and supp01ting subscription modules only, and does not include, without limitation, the back-end system needed to conduct financial transactions for multi-players unless developed in the future under this contract. All future developments are the property of CSL The parties agree that periodically they shall acknowledge in writing the contents of the Product, including all additions and improvements made since the date of this Agreement. The Product currently does not include the software needed for real money wagering on the Internet. Attached hereto as Exhibit 1.4 is the schedule of Product contents."

3. Compensation. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"2. Compensation.

2.1. For development of the web-browser based game module, CSI shall pay REALTIME a total of Four Hundred Thousand U.S. Dollars (US $400,000) payable as follows: One Hundred Thousand Dollars ($ l 00,000) shall be payable no later than thirty (30) days following execution of this Amendment Two and CSI's receipt of an invoice from REALTIME, One Hundred Thousand Dollars shall be payable no later than thirty (30) days following delivery of a beta (viewable/testable) web browser based game module and CSI's receipt of an invoice from REALTIME, One Hundred and Fifty Thousand Dollars ($150,000) shall be payable no later than thirty (30) days following public launch of the web-browser based game module and CSI's receipt of an invoice from REALTIME, and Fifty Thousand Dollars ($50,000) shall be payable no later than thirty (30) days following the end of the first month the web browser based game module is available to the public and CSI's receipt of an invoice from REALTIME.

2.2. For "Maintenance". of the Product, CSI shall pay REALTIME Forty-Five Thousand U.S. Dollars (US $45,000) per month and for "Reporting Support" CS! shall pay REALTIME Two Thousand Five Hundred U.S. Dollars (US $2,500) per month, plus the following: Five Thousand U.S. Dollars (US $5,000) per month for the first One Hundred Thousand (100,000) or less new "Active Players" a month on the web-browser based game module, and an additional Five Thousand U.S. Dollars (US $5,000) per month for every additional One Hundred Thousand (I 00,000) "Active Players" a month on the web-browser based game module, pl'ovided, however, that the total maintenance fees per month shall not exceed Ninety Five Thousand U.S. Dollars (US $95,000) even if the number of "Active Players" a month on the web-browser based game module exceeds One Million (1,000,000). For purposes of this Agreement, "Maintenance" shall mean services necessary to keep the current Product functioning based on the Product's agreed-upon scope of work, including bug fixes and minor modifications, but shall not include any new major features. For purposes of this Agreement, "Reporting Support" shall mean producing and supporting the production of reports as requested by CSL For purposes of this Agreement, "Active Players" shall mean new players (i.e. players who have not previously registered on any CS! game module, whether web-browser based or downloadable) who logged-on to the web-browser based game module at least once in the previous month. REALTIME shall provide CS! with a monthly report detailing the number of "Active Players" for such month and such report shall contain information in sufficient detail to permit the accuracy of each monthly maintenance fee payment due and payable pursuant to this Agreement to be readily determined. This Section 2.2 does not constitute a warranty that the Product will function without additional costs beyond Maintenance. The parties acknowledge and agree that the warranties under this Agreement are exclusively set forth in Section 7 of this Agreement"

2.3. For any major upgrades or modifications or projects beyond Maintenance or minor modifications of the current Product, CSI and REALTIME shall agree in writing on the fees for such major upgrades or modifications prior to commencing work as well as a fee payment schedule. REALTIME's acceptance of any such projects shall be contingent upon negotiation of a mutually-agreeable fee and the availability of REALTIME personnel to complete such work.

4. Term. Section 8.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"8.1 This Agreement shall expire nine (9) years after the Effective Date unless both parties agree to extend the terms in writing prior to such date of expiration. Upon expiration or any earlier termination of this Agreement, REALTIME shall deliver or cause to be delivered to CSI the Source Code and Additional Codes as described in Section 6 of this Agreement."

5. Exhibit 1.4. Exhibit 1.4 of the Agreement is hereby deleted in its entirety and replaced with the Exhibit 1.4 attached to this Amendment Two.

6. Counterpruts. This Amendment Two may be executed in one or more counterparts, each of which shall be deemed an original. This Amendment Two may be executed by facsimile signature.

7. No Other Changes. Except as otherwise set forth herein, no other changes, amendments or modifications are made to the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment Two as of the date and year first written above.

Realtime Edge Software Inc. (**"Realtime"**)

By: /s/ Uri Kozai
Name: Uri Kozai
Its: President

Club Services, Inc. (**"CSI"**)

By: /s/ Adam Pliska
Name: Adam Pliska
Its: President

EXHIBIT 1.4

PRODUCT CONTENTS

I) Web-Browser Based Game Module Product:
   a. The web-browser based game module product is a gaming application that connects to Facebook and provides a fully featured poker game and blackjack in ring and tournament f01mat.
   b. Players can use their accounts on Facebook to authenticate and login.
   c. Players can sign up and become VIP members and receive various benefits.
   d. Players get a full social experience by using their Facebook profile (avatar etc.) and by playing with and against their friends.
   e. The web-browser based game module product enhances the player gaming experience with virtual goods, badges and achievements, leaderboards, and playing with friends.
   f. The web-browser based game module product provides players the means to buy play chips and use them in games and the means to buy virtual goods.

Exhibit 10.15

**AMENDEMENT THREE TO SOFTWARE DEVELOPMENT AGREEMENT**

This Amendment Three **("Amendment Three")** to the Software Development Agreement is made as of this 28 day of August, 2013, by and between Pala Interactive Canada, Inc. (formerly RealTime Edge Software Inc.) **("PALA")** and Club Services, Inc. as successor-in-interest to Centaurus Games, LLC**("CSI").**

WHEREAS, the Parties hereto entered into a Software Development Agreement dated as of September 16, 2008 (the**"Original Agreement")** as amended by that certain Amendment One to the Software Development Agreement dated as of September 12, 2011, and that certain Amendment Two to the Software Development Agreement dated as of March 29, 2012 (collectively, the **"Agreement");** and

WHEREAS, the Parties hereto desire to amend the contents of the "Product" in the Agreement to include certain aspects of a social casino application, to amend the Agreement to provide for a license by PALA to CSI of the associated social casino. game engine, and to amend the Agreement to reflect the development and design fees related to the social casino application hereunder.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

2. Social Casino. Pursuant to Section 2.3 of the Agreement, and subject to the following provisions of this section, the Parties acknowledge and agree that PALA shall develop a social casino application to add to the Product offering based on the contents outlined in the newly revised Exhibit 1.4, attached hereto and incorporated herein (the **"CSI Social Casino").** CSI will own exclusively the unique "look and feel" elements of the CSI Social Casino Product developed by PALA for CSI hereunder (as more particularly outlined in Exhibit A attached hereto). It is understood and agreed that PALA owns the social casino game engine, being the programmed mathematics and related technology used to drive social casino games (the **"Social Casino Game Engine")** and all intellectual property rights therein, in addition to the back-end system needed to conduct financial transactions (as referred to in Section 1.4 of the Original Agreement). During the Term of the Agreement, PALA will license to CSI, on a non-exclusive, non-transferable (subject to Section 11.7 of the Original Agreement), royalty-free basis, the right to use the Social Casino Game Engine to operate the CSI Social Casino. Furthermore, and for greater certainty, it is agreed that nothing in the Original Agreement will be deemed to restrict PALA from developing or operating any social casino products utilizing the Social Casino Game Engine for itself or any affiliate or any other client, provided it does not incorporate therein any such unique "look and feel" elements of the CSI Social Casino. PALA shall use commercially reasonable efforts to deliver the CSI Social Casino in the timeline outlined in Exhibit B, attached hereto and incorporated herein; and CSI acknowledges that its feedback on such Product development shall be in a timely fashion and that PALA's obligation to meet such timelines is conditional upon receiving such timely feedback.

3. Development and Design Fees for CSI Social Casino.Pursuant to Section 2.3 of the Agreement, the Parties acknowledge and agree that CSI shall pay PALA for the development work of the CSI Social Casino in the amount of Seventy Eight Thousand One Hundred Twenty Five U.S. Dollars ($78,125 USD), payable as follows: Fifty Percent (50%) upon execution of this Amendment Three and within thirty (30) days after receipt of an invoice, Thirty Percent (30%) upon delivery of the beta version of the CS! Social Casino [i.e., on or around August 9, 2013 as outlined in Exhibit BJ and within Thirty (30) days after receipt of an invoice, and Twenty Percent (20%) within thirty (30) days after the final, CSI-approved CSI Social Casino product becomes available to the general public [i.e., 30 days after tl1e estimated date of August 26, 2013 as outlined in Exhibit BJ and within thirty (30) days after receipt of an invoice. Further, in addition to such sum of $78,125, CSI shall pay PALA the full cost of a contract designer for the Product, payable monthly within thirty (30) days after receipt of an invoice; wherein costs and timeline for such designer shall be mutually agreed by the Parties in advance of incurring any costs. PALA acknowledges and agrees no additional fees are necessary for Maintenance of the CSI Social Casino.

4. Exhibit 1.4. Exhibit 1.4 of the Agreement is hereby deleted in its entirety and replaced with the Exhibit 1.4 attached to this Amendment Three.

5. Counterparties. This Amendment Three may be executed in one or more counterparties, each of which shall be deemed an original. Facsimile or electronic signatures shall be deemed originals.

6. No Other Changes. Except as otherwise set forth herein, no other changes, amendments or modifications are made to the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment Three as of the date and year first written above.

Pala Interactive Canada, Inc.

By: /s/ Jim Ryan
Name: Jim Ryan
Its: President and CEO

Club Services, Inc. (**"CSI"**)

By: /s/ Adam Pliska
Name: Adam Pliska
Its: President

EXHIBIT 1.4

PRODUCT CONTENTS

!) Web-Browser Based Game Module Product:

a. The web-browser based game module product is a gaming application that connects to Facebook and provides a fully featured poker game and blackjack in ring and tournament format.
b. Players can use their accounts on Facebook to authenticate and login.
c. Players can sign up and become VIP members and receive various benefits.
d. Players get a full social experience by using their Facebook profile (avatar etc.) and by playing with and against their friends.
e. The web-browser based game module product enhances the player gaming experience with virtual goods, badges and achievements, leaderboards, and playing with friends.
f. The web-browser based game module product provides players the means to buy play chips and use them in games and the means to buy virtual goods.

2) Social Casino Product: ·

a. Lobby upgrade to include the Social Casino
b. 6 slots - graphically unique with sounds
c. 2 different pay tables
d. 3 video poker games at CSI's option
e. Roulette at CSI's option
f. Social features:
    i. Sending chips to friends
    ii. Find your friends
    iii. Friend list filtering
    iv. Give play chips gifts to friends
    v. Banner outside Facebook
    vi. All already-included social features in the social poker product apply to the Social Casino as well (e.g., buy virtual goods, buy play chips, badges and trophies [new achievements can be distributed to players based on casino game play at CSI's option])

EXHIBIT A

"Look and Feel" Elements of CSI Social Casino

The following design attributes incorporated into the CSI Social Casino:

1. Images
2. Animations
3. Sounds
4. Custom fonts
5. Custom colors

The icons in the casino tab of the ClubWPT lobby.

EXHIBIT B

**Estimated 2013 Timeline for Social Casino Product**

I. Authentication - July-08

2. Server modifications - July-15

3. Lobby integration -July-IS

4. Game invocation and management of games (tabs) - July-22

5. Slot design - (I slot a week- 6 weeks total) - Aug-05

    1. Slot #I - June-26 mockup delivery- feedback and co1Tection no later than July-01
    2. Slot #2 - July 03 mockup delivery - feedback and correction no later than July-08
    3. Slot#3 - July-10 mockup delivery- feedback and correction no later than July-15
    4. Slot#4 - July-17 mockup delivery - feedback and co1Tection no later than July-22
    5. Slot#5 - July-24 mockup delivery- feedback and correction no later than July-29
    6. Slot#6 - July-31 mockup delivery - feedback and connection no later than Aug-05

6. Final Slot integration with design - Aug-05

7. Beta - Aug-09

8. Release - Aug-26

**AMENDEMENT FOUR TO SOFTWARE DEVELOPMENT AGREEMENT**

This Amendment Four **("Amendment Four")** to the Software Development Agreement is made as of this 24th day of April, 2014, by and between Pala Interactive Canada, Inc. (formerly RealTime Edge Software Inc.) **("PALA")** and Club Services, Inc. as successor-in-interest to Centaurus Games, LLC **("CSI").**

WHEREAS, the Parties hereto entered into a Software Development Agreement dated as of September 16, 2008 (the**"Original Agreement")** as amended by that certain Amendment One to the Software Development Agreement dated as of September 12, 2011, that certain Amendment Two to the Software Development Agreement dated as of March 29, 2012, and that certain Amendment Three to the Software Development Agreement dated as of August 28, 2013 (collectively, the **"Agreement");** and

WHEREAS, the Parties hereto desire to amend the contents of the "Product" in the Agreement to include certain aspects of a Facebook product, to amend the Agreement to provide for a license by PALA to CSI of the associated product engines, and to amend the Agreement to reflect the development and design fees related to the new product created hereunder.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

2. Facebook Product. Pursuant to Section 2.3 of the Agreement, and subject to the following provisions of this section, the Parties acknowledge and agree that PALA shall develop a social poker and casino offering as a Facebook application to add to the Product offering based on the contents outlined in the newly revised Exhibit 1.4, attached hereto and incorporated herein (the **"CSI Facebook Application").** CSI will own exclusively the unique "look and feel" elements of the CSI Facebook Application developed by PALA for CSI hereunder. It is understood and agreed that PALA owns the Facebook application game engine, being the programmed mathematics and related technology used to drive the Facebook application (the **"Facebook Application Game Engine")** and all intellectual property rights therein, in addition to the back-end system needed to conduct financial transactions (as referred to in Section 1.4 of the Original Agreement). During the Term of the Agreement, PALA will license to CSI, on a non-exclusive, non-transferable (subject to Section 11.7 of the Original Agreement), royalty-free basis, the 1ight to use the Facebook Application Game Engine to operate the CSI Facebook Application. Furthermore, and for greater certainty, it is agreed that nothing in the Original Agreement will be deemed to restrict PALA from developing or operating any products utilizing the Facebook Application Game Engine for itself or any affiliate or any other client, provided it does not incorporate therein any such unique "look and feel" elements of the CSI Facebook Application. PALA shall use commercially reasonable efforts to deliver the final, CSI-approved CSI Facebook

Application no later than July 31, 2014; and CST acknowledges that its feedback on such CSI Facebook Application development shall be in a timely fashion and that PALA's obligation to meet such timelines is conditional upon receiving such timely feedback.

3. Development and Design Fees for CSI Facebook Application. Pursuant to Section 2.3 of the Agreement, the Parties acknowledge and agree that CSI shall pay PALA for the development work of the CSI Facebook Application in the amount of One Hundred and Twenty-Five Thousand U.S. Dollars ($125,000 USD), payable as follows: Fifty Percent (50%) upon execution of this Amendment Four and within thirty (30) days after receipt of an invoice, Thirty Percent (30%) upon delivery of the beta version of the CSI Facebook Application and within Thirty (30) days after receipt of an invoice, and Twenty Percent (20%) within thirty (30) days after the final, CST-approved CSI Facebook Application product becomes available to the general public [i.e., 30 days after the estimated date of July 31, 2014] and within thirty (30) days after receipt of an invoice. Further, in addition to such sum of $125,000, CSI shall pay PALA the full cost of a contract designer for the Product, payable monthly within thirty (30) days after receipt of an invoice, provided, however, that PALA agrees to inform CSI of the upcoming costs for such designer no later than the 1st of each calendar month and all designer costs shall be mutually agreed by the Parties in writing in advance of incurring any costs. PALA acknowledges and agrees no additional fees are necessary for Maintenance of the CST Facebook Application.

4. Exhibit 1.4. Exhibit 1.4 of the Agreement is hereby deleted in its entirety and replaced with the Exhibit 1.4 attached to this Amendment Four.

5. Counterparts. This Amendment Four may be executed in one or more counterparts, each of which shall be deemed an original. Facsimile or electronic signatures shall be deemed originals.

6. No Other Changes. Except as otherwise set forth herein, no other changes, amendments or modifications are made to the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment Four as of the date and year first written above.

Pala Interactive Canada, Inc. (**"PALA"**)

By: /s/ Jim Ryan
Name: Jim Ryan
Its: President & CEO

Club Services, Inc. (**"CSI"**)

By: /s/ Adam Pliska
Name: Adam Pliska
Its: President

Exhibit 10.17

**AMENDMENT FIVE TO SOFTWARE DEVELOPMENT AGREEMENT**

This Amendment Five (**"Amendment Five"**) to the Software Development Agreement is made as of this 20 day of December, 2016 (the **"Effective Date"**), by and between Pala Interactive Canada, Inc. (formerly RealTime Edge Software Inc.) (**"PALA"**) and Club Services, Inc. as successor-in-interest to Centaurus Games, LLC ("CSI") (collectively referred to as the **"Parties"**).

WHEREAS, the Parties hereto entered into a Software Development Agreement dated as of September 16, 2008, as amended by that certain Amendment One to the Software Development Agreement dated as of September 12, 2011, that certain Amendment Two to the Software Development Agreement dated as of March 29, 2012, that certain Amendment Three to the Software Development Agreement dated as of August 28, 2013, and that certain Amendment Four to the Software Development Agreement dated as of April 24, 2014 (collectively, the **"Agreement"**); and

WHEREAS, the Parties hereto desire to extend the Term of the Agreement, amend the Compensation, and clearly outline events upon termination.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

2. Term/Upon Termination. The Formal Notice of Termination sent by CSI to PALA dated August 24, 2016, is hereby revoked by the Parties, and Section 8.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

> "8.1 This Agreement shall expire two (2) years after the Effective Date of this Amendment Five. Upon expiration of the Term, CSI may request extension of the Term for an additional two (2) years upon the same terms of this Agreement by serving written notice to PALA at least ninety (90) days prior to the expiration of the then-existing Term. Such extension will require mutual agreement of the Parties. Upon expiration or any earlier termination of this Agreement, upon CSI's election, PALA shall deliver or cause to be delivered to CSI the Source Code and Additional Codes as described in Section 6 of this Agreement."

3. Compensation/Freemium. Section 2.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

> "2.2 For "Maintenance" of the Product and "Reporting Support," commencing as of January 1, 2017, CSI shall pay PALA Forty One Thousand, Six Hundred Sixty Six U.S. Dollars and Sixty Seven Cents ($41,666.67 USD) per month ("Monthly Fee"). This Monthly Fee shall include Services in which PALA assists CSI in migrating the freemium business of ClubWPT to CSI's parent company's PlayWPT platform (including, without limitation, PALA assisting with in-game messaging, removing play chips buying functionality, removing play chip top-up processes, modifying virtual goods features, shutting down ClubWPT Facebook product, etc.). Such Monthly Fee shall be payable monthly in advance on the first day of each month within thirty (30) days after receipt of an invoice.

For purposes of this Agreement, "Maintenance" shall mean services necessary to keep the current Product functioning based on the Product's agreed-upon scope of work, including bug fixes, minor modifications and minor enhancements to improve the Product as agreed by the Parties in good faith, but shall not include any new major features as set forth in Section 2.3. For purposes of this Agreement, "Reporting Support" shall mean producing and supporting the production of reports as requested by CSI. This Section 2.2 does not constitute a warranty that the Product will function without additional costs beyond Maintenance. The Parties acknowledge and agree that the warranties under this Agreement are exclusively set forth in Section 7 of this Agreement."

4. Migration. The following is added to the Agreement as new Section 2.4:

"Upon expiration or any earlier termination of this Agreement, if CSI elects for PALA to make the following deliveries and provide the following services relating to migration, the following provisions will apply:

(a) Prior to the date of expiration or termination, the parties will agree, in good faith, on a reasonable timetable for migration of information and materials and delivery by PALA of the services contemplated by this Section.

(b) The fee payable by CSI to PALA in consideration for the deliveries, services and assistance contemplated by this Section will be Five Hundred Thousand U.S. Dollars ($500,000 USD) (the **"Termination Migration Fee"**). On the date that CSI requests the commencement of the migration, CSI shall pay to PALA the first instalment of the Termination Migration Fee, in the amount of Two Hundred and Fifty Thousand U.S. Dollars ($250,000) (the **"First Instalment"**) within thirty (30) days of receipt of an invoice.

(c) Subject to the prior receipt of the First Instalment and the following provisions of this Section, PALA shall deliver or cause to be delivered to CSI the encryption keys which will enable CSI to migrate its customer accounts, including without limitation historical transaction information (**"Customer Data"**). Delivery of such encryption keys shall be made pursuant to then-current PCI compliance guidelines (or other industry-standard best practice guidelines applicable to transfer of customer data) any other applicable laws and regulations, so as to ensure a seamless transition of customers to an alternate platform on the agreed timetable. PALA shall assist CSI with migration efforts by providing reasonable transferring services and migration support services in association with the termination ("Termination Migration Services") according to the agreed timetable; provided however, PALA's Termination Migration Services will be limited to 500 man hours, unless otherwise agreed by the parties.

(d) The balance of the Termination Migration Fee in the amount of Two Hundred and Fifty Thousand U.S. Dollars ($250,000) will be paid by CSI to PALA upon completion of the Termination Migration Services and within thirty (30) days of receipt of an invoice."

5. Exhibit 1.4. Exhibit 1.4 of the Agreement is hereby deleted in its entirety and replaced with the Exhibit 1.4 attached to this Amendment Five.

6. Counterparts. This Amendment Five may be executed in one or more counterparts, each of which shall be deemed an original. Facsimile or electronic signatures shall be deemed originals.

7. Governing Law/Venue/No Other Changes. The Agreement shall be governed by the laws of the State of California. The Parties agree that any dispute related to the Agreement must be venued in any court of competent jurisdiction in Orange County, California, and the Parties submit to the jurisdiction thereof . Except as otherwise set forth herein, no other changes, amendments or modifications are made to the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment Five as of the date and year first written above.

Pala Interactive Canada, Inc. (**"PALA"**)

By: /s/ Jim Ryan
Name: Jim Ryan
Its: President & CEO

Club Services, Inc. (**"CSI"**)

By: /s/ Adam Pliska
Name: Adam Pliska
Its: CEO/President

EXHIBIT 1.4

PRODUCT CONTENTS

1) Web-Browser Based Grune Module Product:

a. The web-browser based game module product is a gaming application that connects to Facebook and provides a fully featured poker game and blackjack in ring and tournament format.
b. Players can use their accounts on Facebook to authenticate and login.
c. Players can sign up and become VIP members and receive various benefits.
d. The web-browser based game module product enhances the player gaming experience with virtual goods, badges and achievements, leaderboards, and playing with friends.

Exhibit 10.18

**AMENDMENT SIX TO SOFTWARE DEVELOPMENT AGREEMENT**

This Amendment Six (**"Amendment Six"**) to the Software Development Agreement is made as of this 7th day of September, 2017 (the **"Effective Date"**), by and between Pala Interactive Canada, Inc. (formerly RealTime Edge Software Inc.) (**"PALA"**) and Club Services, Inc. as successor-in-interest to Centaurus Games, LLC("CSI") (collectively referred to as the **"Parties"**).

WHEREAS, the Parties hereto entered into a Software Development Agreement dated as of September 16, 2008 (the**"Original Agreement"),** as amended by that certain Amendment One to the Software Development Agreement dated as of September 12, 2011, that certain Amendment Two to the Software Development Agreement dated as of March 29, 2012, that certain Amendment Three to the Software Development Agreement dated as of August 28, 2013, that certain Amendment Four to the Software Development Agreement dated as of April 24, 2014, that certain Amendment Five to the Software Development Agreement dated as of December 20, 2016 (collectively, the **"Agreement");** and

WHEREAS, the Parties hereto desire to migrate CSI's subscription game model known as ClubWPT.com to PALA's HTML5 poker code base and extend the Term of the Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. In addition, the following terms will have the following meanings:

**"HTML5 Code Base"** means the web and downloadable poker subscription product developed by Pala and built with:

(a) HTMLS poker use interface;
(b) Pala Java back office platform and related web services; and
(c) MySql database.

**"Original Product"** means the online gaming software defined as the **"Product" in the Agreement.**

2. Term/Upon Termination. Section 8.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

> "8.1 This Agreement shall expire three (3) years after the Effective Date of Amendment Five (i.e., on December 20, 2019). Upon expiration of the Term, CSI may request extension of the Term for an additional one (1) year upon terms mutually agreed by the Parties by serving written notice to PALA at least ninety (90) days prior to the expiration of the then-existing Term. Such extension will require mutual agreement of the Parties. Upon expiration or any earlier termination of this Agreement, upon CSI's election, PALA shall deliver or cause to be delivered to CSI the Source Code and Additional Codes for the Original Product as described in Section 6 of the Agreement, as well as the HTMLS ClubWPT Source Code (as defined below). For greater certainty, it is confirmed that neither the source code for the HTMLS Code Base nor the HTMLS ClubWPT Source Code are required to be deposited in escrow pursuant to Section 6 of the Original Agreement, and the HTMLS Code Base will not be delivered or caused to be delivered to CSI upon expiration or any earlier termination of the Agreement."

3. HTMLS Development and Migration.

(a) Pursuant to Section 2.3 of the Agreement, and subject to the following provisions of this section, the Parties acknowledge and agree that PALA shall develop source code for the HTMLS poker table user interface for ClubWPT.com **("HTMLS ClubWPT Source Code")** and thereafter migrate CSI's ClubWPT.com game model to PALA's HTMLS Code Base (the **"HTMLS Migration").** It is understood and agreed that PALA owns the HTMLS Code Base and all intellectual property rights therein and all rights to any modifications, improvements, upgrades, enhancements or other changes thereto, and CSI will own the HTMLS ClubWPT Source Code and all intellectual property rights therein and all rights to any modifications, improvements, upgrades, enhancements or other changes thereto. During the Term of the Agreement, PALA will license to CSI, on a non-exclusive, non-sublicenseable, non-transferrable (subject to Section 11.7 of the Original Agreement), royalty-free basis, the right to use the HTMLS Code Base to operate the ClubWPT.com game model. PALA shall use commercially reasonable efforts to complete the HTMLS Migration by October 16, 2017.

(b) From and after completion of the HTMLS Migration, it is understood and agreed that Section 2.2 of the Agreement (which, for greater certainty, was amended by Amendment Five described above) will apply and will be deemed to apply to Maintenance and Reporting Support with respect to the HTMLS Code Base instead of the Original Product, and CSI shall pay PALA a Monthly Fee totaling Six Thousand Six Hundred Sixty Six U.S. Dollars and Sixty Seven Cents ($6,666.67 USO) per month, payable as outlined by Section 2.2 of the Agreement.

(c) Upon completion of the HTMLS Migration, the second sentence of Section 2.2 of the Agreement will be deleted and be of no further application.

(d) Pursuant to Section 2.3 of the Agreement, the Parties acknowledge and agree that CSI shall pay PALA for the development of the HTMLS ClubWPT Source Code in the amount of Thirty Five Thousand U.S. Dollars ($35,000 USD) per month, payable in advance on the first day of each month within thirty (30) days after receipt of an invoice.

4. Termination Rights. Sections 8.2 and 8.3 of the Agreement are hereby deleted in their entirety and replaced with the following:

> "8.2 Upon expiration or termination of the current Term for any reason, in the event this Agreement is extended thereafter (whether through extension, amendment, renewal or otherwise) (an "Extended Term"), CSI will have the right, at any time during such Extended Term, to terminate this Agreement for convenience upon six (6) months written notice to PALA for any reason or no reason.
>
> 8.3 During any Extended Term, this Agreement may be terminated for convenience by PALA upon twelve (12) months written notice to CSL"

5. Counterparts. This Amendment Six may be executed in one or more counterparts, each of which shall be deemed an original. Facsimile or electronic signatures shall be deemed originals.

6. No Other Changes. Except as otherwise set forth herein, no other changes, amendments or modifications are made to the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment Six as of the date and year first written above.

Pala Interactive Canada, Inc. (**"PALA"**)

By: /s/ Jim Ryan
Name: Jim Ryan
Its: President & CEO

Club Services, Inc. (**"CSI"**)

By: /s/ Adam Pliska
Name: Adam Pliska
Its: CEO/President

Exhibit 10.19

**JOINT CONTENT LICENSE AGREEMENT**

This JOINT CONTENT LICENSE AGREEMENT (the "**Agreement**"), dated February 1, 2018 (the "**Effective Date**"), is made by and between WPT Enterprises, Inc., a Delaware corporation, with offices located at 1920 Main Street, Suite 1150, Irvine, CA 92614 ("**WPT**"), and ZYNGA INC., a Delaware corporation with offices located at 699 8th Street, San Francisco CA, 94103 ("**Zynga US**") and ZYNGA GAME IRELAND LIMITED, a limited company organized under the laws of Ireland, resident in Ireland and having its registered office located at The Oval, Building One, Third Floor 160 Shelbourne Road Ballsbridge 4 Co. Dublin Ireland ("**Zynga Ireland**," and together with Zynga US and their respective Affiliates, "**Zynga**").

In addition to the Definitions set forth in Section 1 of the Additional Provisions (attached and incorporated by reference), all capitalized terms used herein shall have the meanings set forth below.

In consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**BASIC PROVISIONS**

1. **Joint Content License Relationship**. Among other games, Zynga produces and distributes the ZYNGA POKER® game on a number of global platforms, including Apple iOS, Google Android, Facebook and the zynga.com website. The ZYNGA POKER® game features a Zynga Poker Tournaments Mode that Zynga can customize. Among other things, WPT is the creator of the World Poker Tour, WPT Tournaments and the WPT Invitational Tournaments. WPT Tournaments and WPT Invitational Tournaments are televised poker tournaments where a partner can promote its brand. The parties desire to work cooperatively, but independently, to use commercially reasonable efforts to engage in the marketing and promotional activities described in Exhibit A, including, but not limited to Zynga promoting the WPT brand in a WPT-branded Zynga Poker Tournament Mode, and WPT promoting the Zynga brand in WPT Tournaments and WPT Invitational Tournaments. This Agreement describes the terms of a content license and cooperative marketing relationship under which each party will independently or cooperatively engage in mutually agreed activities to promote each other's products and services throughout the Territory (as defined below).

2. **Territory**. The Territory for this Agreement is worldwide, but not including Asian countries (including, but not limited to, Bangladesh, Bhutan, Brunei, Cambodia, East Timor, Hong Kong, India, Indonesia, Japan, Laos, Macau, Malaysia, Maldives, Mongolia, Myanmar, Nepal, North Korea, Pakistan, People's Republic of China, Philippines, Singapore, South Korea, Sri Lanka, Taiwan, Thailand, Vietnam). The parties acknowledge and agree that the rights granted hereunder by Zynga (a) with respect to the United States are granted to, held and exercised by Zynga US and (b) with respect to all other parts of the Territory are granted to, held and exercised by Zynga Ireland.

3. **Term**. This Agreement will be in effect for three (3) years from the Effective Date ("**Initial Term**") unless terminated earlier in accordance with this Agreement. This Agreement shall automatically extend for an additional two (2) years on the same terms herein ("**Renewal Term**") provided WPT receives payments greater than twelve million U.S. dollars ($12,000,000) within the Initial Term. The Initial Term and any such Renewal Term are collectively referred to as the "**Term**."

4. **Annual Minimum Guarantee**. Zynga will pay WPT three million U.S. dollars ($3,000,000) per year according to the following schedule (which the parties may alter upon mutual agreement) (the "**Annual Minimum Guarantee**"):

    a. Within thirty (30) days of executing this Agreement: $1.5M
    b. July 1, 2018: $1.5M
    c. January 1, 2019: $1.5M
    d. July 1, 2019: $1.5M
    e. January 1, 2020: $1.5M
    f. July 1, 2020: $1.5M

5. **Royalty.** Zynga will pay to WPT ten percent (10%) of the cumulative Net Revenue (as defined in Section 3.b. of the Additional Provisions) (**Royalty**") from the WPT-branded Zynga Poker Tournament Mode or other such use of the WPT brand on the Zynga platform. Zynga shall not be required to pay the Royalty to the extent offset by the Annual Minimum Guarantee payments previously paid to WPT during the Term. Conversely, Zynga shall not be required to make Annual Minimum Guarantee payments to the extent offset by the Royalty previously paid to WPT during the Term.

The Additional Provisions and any attached Exhibits are incorporated by reference.

*Signature page to follow.*

IN WITNESS WHEREOF

**ZYNGA INC.**

Signature: _____

Name: _____

Title: _____

**WPT ENTERPRISES, INC.**

Signature: _____

Name: _____

Title: _____

**ZYNGA GAME IRELAND LIMITED**

Signature: _____

Name: _____

Title: _____

**ADDITIONAL PROVISIONS**

The following Additional Provisions form part of the Agreement dated February 1, 2018 entered into by and between ZYNGA INC. and ZYNGA GAME IRELAND LIMITED and their respective affiliates ("**Zynga**"), and WPT Enterprises, Inc. ("**WPT**").

1. **DEFINITIONS**
   a. "**Affiliate**" means an entity, directly or indirectly, controlled by, controlling of, or under common control with a party, either now or in the future, and their respective successors and assigns.
   b. "**Artwork**" means, without limitation, all pictorial, graphic, visual, audio, audio-visual, digital, literary, animated, artistic, dramatic, sculptural, musical or any other type of creation or application, whether finished or not, including, without limitation, animation, drawings, designs, sketches, images, illustrations, film, video, electronic, digitized or computerized information, software, object code, source code, on-line elements, music, text, dialogue, stories, visuals, effects, scripts, voiceovers, logos, one-sheets, promotional pieces, packaging, display materials, printed materials, photographs, interstitials, notes, shot logs, character profiles and translations.
   c. "**Agreement**" means the Basic Provisions, these Additional Provisions, and any and all attached Exhibits.
   d. "**Licensed Property**" means those specific trademarks, service marks, publicity rights, copyrights, intellectual property rights, and any other items set forth in this Agreement, which the parties may utilize in connection with the marketing and promotional activities in Exhibit A. A list of the Licensed Property for each party is described in Exhibit B.
   e. "Annual **Minimum Guarantee**" means the guaranteed minimum amount due to WPT by Zynga in consideration of the rights granted herein, which amount may be recoupable from Royalties as set forth below and in the Basic Provisions.
   f. "**Royalty**" means the amount(s) set forth in the Basic Provisions and calculated as described in the Additional Provisions.
   g. "**Term**" means the term of this Agreement as set forth in the Basic Provisions.
   h. "**Territory**" means the territory throughout which the parties are authorized to engage in the marketing and promotional activities as described in Exhibit A and in the Basic Provisions.

2. **TRADEMARKS, APPROVALS, AND RESERVATION OF RIGHTS**
   a. **Materials**. To the extent indicated on Exhibit A, each party will provide the other party with electronic files containing the Licensed Property of such party to be used under this Agreement, as specified in Exhibit B, if any.
   b. **License by Zynga**. Subject to the terms and conditions of this Agreement, Zynga grants to WPT a non-exclusive, non-assignable, non-sublicensable, royalty-free, paid up, limited worldwide license to use and display Zynga's Licensed Property solely as necessary to perform WPT's obligations under this Agreement and as specifically described on Exhibit A, in any and all media now known or hereafter devised, for the Term (subject to Section 7.e. of Additional Provisions).
   c. **License by WPT**. Subject to the terms and conditions of this Agreement, WPT grants to Zynga a non-exclusive, non-assignable, non-sublicensable, royalty-free, paid up, limited license in the Territory to use and display WPT's Licensed Property solely as necessary to perform Zynga's obligations under this Agreement and as specifically described on Exhibit A, for the Term.
   d. **Trademark Guidelines**. In its use of the Licensed Property of the other party ("**Licensee**"), each party ("**Licensor**") will comply with any trademark usage guidelines that Licensor may communicate to Licensee from time to time. Each use of Licensor's marks by Licensee will be accompanied by the appropriate trademark symbol (either "™" or "®") and a legend specifying that such marks are trademarks of Licensor as specified on Exhibit B, and will be in accordance with Licensor's then-current trademark usage policies as provided in writing to Licensee from time to time. Licensee will provide Licensor with copies of any materials bearing any of Licensor's marks as requested by Licensor from time to time. If Licensee's use of any of Licensor's marks, or if any material bearing such marks, does not comply with the then-current trademark usage policies provided in writing by Licensor, Licensee will promptly remedy such deficiencies upon receipt of written notice of such deficiencies from Licensor. Other than the express licenses granted herein with respect to each Licensor's marks, nothing herein will grant to Licensee any other right, title or interest in Licensor's marks. All goodwill resulting from Licensee's use of Licensor's marks will inure solely to Licensor. Each party recognizes the great value of the publicity and good will associated with the Licensed Property and acknowledges that: (a) such good will is exclusively that of Licensor or Licensee, as applicable; and (b) the Licensed Property have acquired a secondary meaning as trademarks and/or identifications of Licensor or Licensee, as applicable, in the mind of the purchasing public. Licensee will not, at any time during or after this Agreement, register, attempt to register, claim any interest in, contest the use of, or otherwise adversely affect the validity of any of Licensor's marks (including, without limitation, any act or assistance to any act, which may infringe or lead to the infringement of any such marks).

e. **Approvals.** The Licensed Property shall be displayed or used only in such form and in such manner as has been approved in writing (which may be by email) by Licensor pursuant to this Section 2 and Licensee shall ensure its usage of the Licensed Property solely as approved. Throughout the Term, including any renewals or extensions (if applicable), Licensee shall comply with reasonable quality standards, style guides and clear specifications communicated to Licensee and rights of approval of Licensor set forth in this Section 2 with respect to any and all of its usage of the Licensed Property. Subject to Licensor's prior written approval of any applicable Licensed Property (hereinafter the "**Approved Content**"), all Conforming Content will be deemed approved by Licensor. "**Conforming Content**" means any and all elements of the Approved Content which (i) do not represent deviations in quality, style, look-and-feel or other aspects of use from the Approved Content and (ii) are consistent with the aesthetic style or tone of the Approved Content. The parties will come to agreement with respect to Exhibit A as to whether prior written approval is needed in every instance or whether it is not needed after the first instance has been approved in writing (e.g., given exigencies in television production business, it is reasonable that Zynga would approve the use of its brand conceptually in elements of an episode but not need to re-approve the use in a similar manner for every episode the brand is used in; and similarly, given exigencies in the social gaming business, it is reasonable that WPT would approve use of its brand conceptually in elements of the Zynga platform but not need to re-approve the use in a similar manner for every poker tournament the brand is used in).

i. Licensee may use textual and/or pictorial matter pertaining to the Licensed Property on such promotional, display and advertising material as may, in Licensee's reasonable judgment, promote the awareness, consumption and sale of the Licensed Property. All final advertising and promotional material using the Licensed Property must be submitted to Licensor for its prior written approval. All press releases respecting this Agreement or the relationship of the parties herein shall require prior written approval by the other party.

ii. Licensor will use commercially reasonable efforts to provide approval and/or feedback within five (5) business days after its receipt of a creative submission, or re-submission, with respect to the Licensed Property or marketing materials; provided that: (a) if Licensor declines to approve any submission or re-submission, then it shall provide reasonably detailed feedback in order to enable Licensee to modify the Licensed Property or marketing material accordingly in order to address Licensor's concerns and obtain Licensor's approval, and (b) if Licensor fails to (1) approve or (2) disapprove and provide feedback within such timeframe, then such submission or re-submission is deemed to have been approved. No approval may be unreasonably withdrawn by Licensor once delivered.

iii. Zynga shall advise WPT to Zynga's knowledge as to which jurisdictions where it may be illegal to advertise Zynga's Licensed Property (if any) given local laws or regulations.

iv. WPT or its affiliates shall not authorize a Zynga Competitor to commercially exploit the Licensed Property in connection with social poker gaming via a license similar to the license granted herein for the Term. A "**Zynga Competitor**" means: 1) Aristocrat Technologies Australia Pty Ltd. Or Big Fish Games, Inc.; 2) HUUUGE Inc.; 3) Activision Blizzard, Inc., King.com Ltd. Or King.com (US) LLC; 4) Scientific Games Corporation; 5) Tencent Holdings Limited; and 6) Murka Ltd. The parties agree to work together in good faith to amend the definition of a Zynga Competitor if that meaning for Zynga reasonably changes during the Term.

f. **Reservation of Rights**. The parties acknowledge and agree that, except for the rights and licenses expressly granted by each party to the other party under this Agreement, each party will retain all right, title and interest in and to its products, services, marks, copyrights or other intellectual property, and all content, information and other materials on its website(s), and nothing contained in this Agreement will be construed as conferring upon such party, by implication, operation of law or otherwise, any other license or other right.

3. **PAYMENT**

a. **Annual Minimum Guarantee**. Zynga will pay to WPT the Annual Minimum Guarantee as set forth in the Basic Provisions. The Annual Minimum Guarantee shall be recoupable from such Royalties as are, or have become, paid to WPT. For clarification, the Annual Minimum Guarantee will operate as an advance payment, such that when accrued Royalties exceed the Annual Minimum Guarantee payments already paid, then the excess Royalties will be paid by Zynga to WPT.

b. **Royalty**. The Royalties to be paid by Zynga to WPT is the percentage of Net Revenue as set forth in Section 5 of the Basic Provisions. "**Net Revenue(s)**" shall be defined as one hundred percent (100%) of gross revenues and all other receivables of any kind whatsoever received by Zynga or any of Zynga's affiliates attributable to the use of Paid Currency or in connection with the sale of Virtual Digital Goods derived from use of the WPT-brand on the Zynga platform, less the following actual and verifiable "**Allowable Deductions**": (i) out-of-pocket, third-party payment processing and currency system fees, commissions, and platform distribution fees (e.g., Apple, Google or Facebook platform fees); (ii) any governmental taxes (e.g., VAT, excise or sales or use tax, etc.) arising in connection with related receipts, but excluding any taxes on Licensee's net income; and (iii) charge-backs/refunds/cancellations/fraud. "**Paid Currency**" means virtual currency purchased using real money. "**Virtual Digital Goods**" means any virtual, digital representation of any actual or fictional thing or item within Zynga Poker, which is capable of being made available for distribution, placement, download or other display by electronic means. Any other deductions must be mutually agreed upon in advance and in writing by the parties.

c. **Payment**. All amounts payable and due will be made in U.S. dollars. If withholding taxes are required, Zynga may account for the required amount of such withholding taxes when calculating the Royalty or other payments payable prior to remittance to WPT. Zynga shall provide WPT with an official receipt or other equivalent documentation issued by the appropriate taxing authority or other evidence as is reasonably requested by WPT to establish that such taxes have been paid. Zynga shall pay all amounts accruing under this Agreement for any reporting period to WPT by check or wire transfer to the account specified by WPT in writing, concurrently with Zynga's delivery of the applicable report under Section 3(d), provided that payments will only be paid if the amount owed to WPT for any reporting period is greater than five hundred dollars ($500.00). An amount due of less than five hundred dollars ($500.00) will be accumulated to the next payment and will be included in the amount to be paid to WPT on the next payment date, again provided that the amount owed to WPT in the subsequent month exceeds five hundred dollars ($500.00). Accumulated amounts do not accrue any interest.

d. **Reporting**. Zynga will, within thirty (30) days of the end of each calendar quarter, commencing with the first full calendar quarter following the Effective Date, furnish WPT with complete statements containing the following information with respect to all Net Revenue from the use of the WPT-brand on the Zynga platform, during the preceding period covered by such statement: the Territory; the amount due WPT (or the remaining unrecouped Annual Minimum Guarantee balance as applicable); Net Revenue; Royalties rate; the distribution channels or portals, the platform, the territory(ies), and itemized Allowable Deductions ("**Royalty Statement(s)**"). The amount shown to be payable to WPT shall be paid simultaneously with the rendition of the respective Royalty Statement. The statements and payments remitted hereunder shall be delivered to WPT via email to the following email address: Deborah.Frazzetta@wpt.com (ATTN: Deborah Frazzetta, VP, Finance.

e. Audit Rights. Zynga shall keep full, complete and accurate books of account and records (collectively "records") covering all transactions relating to the subject matter of this Agreement in sufficient detail to enable the Royalties payable hereunder to be determined and verified. Zynga shall permit such records to be examined by authorized representatives of WPT, including such independent auditors as WPT may designate, during usual business hours, with advance notice, to verify to the extent necessary the Royalties paid hereunder, and WPT and its representatives shall use reasonable efforts to minimize disruptions to Zynga's business. Prompt adjustment shall be made by Zynga to compensate for any errors or omissions disclosed by such examination. If the adjustment is more than $1,500 in favor, then out-of-pocket costs of such examination shall be borne by Zynga.

f. **No Other Charges or Expenses**. Neither party will be liable to pay the other party any other types of charges or expenses not agreed to in this Agreement or any related amendment signed by the Parties.

**4. REPRESENTATIONS AND WARRANTIES; LIMITATIONS OF LIABILITY**

a. Each party represents and warrants to the other as follows: (i) it is duly authorized under applicable law and has the authority to enter into and perform this Agreement; (ii) this Agreement constitutes a valid and binding obligation of such party enforceable in accordance with its terms; (iii) the making of this Agreement by such party does not violate any agreement, right or obligation existing between such party and any third party; (iv) the marketing and promotional activities in Exhibit A shall not infringe or misappropriate third party rights, including, without limitation, any patent, trade name, trademark, copyright or other intellectual property or proprietary right and shall not invade or violate any right of privacy, publicity, personal or proprietary right, or other common law or statutory right, nor defame any person or entity in the United States and European Union (the "**Principal Territories**"), and to the knowledge of such party, outside the Principal Territories; provided that such party makes no representations regarding the Licensed Property or any other materials provided by Licensor as contemplated under this Agreement.

b. **DISCLAIMER**. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY LEVEL OF BUSINESS OR SERVICE THAT MAY RESULT FROM THIS AGREEMENT, OR ANY WARRANTY OR CONDITION ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN THE INDUSTRY.

c. **LIMITATIONS ON LIABILITY/NO INJUNCTIVE RELIEF**. EXCEPT IN CASES OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, INDEMNIFICATION CLAIMS UNDER SECTION 5 OR BREACHES OF SECTION 2 (TRADEMARKS), 8 (CONFIDENTIALITY), OR 9 (NO AGENCY RELATIONSHIP), IN NO EVENT SHALL EITHER PARTY OR ITS OFFICERS, DIRECTORS, OR EMPLOYEES BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THE SUBJECT MATTER HEREOF, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, STATUTE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL THE NON-BREACHING PARTY BE ENTITLED TO EQUITABLE OR INJUNCTIVE RELIEF OF ANY KIND.

5. **INDEMNIFICATION**

a. WPT shall indemnify, defend, and hold harmless Zynga and its Affiliates, and the respective directors, officers and employees of the foregoing (the "Zynga Indemnified Parties") from and against any and all third party claims, actions, suits, costs, liabilities, judgments, obligations, losses, penalties, expenses or damages (including, without limitation, reasonable legal fees and expenses) of whatsoever kind and nature imposed on, incurred by or asserted against any of the Zynga Indemnified Parties arising out of: (i) any breach or alleged breach by WPT of any representation, warranty or covenant made, by WPT pursuant to this Agreement; or (ii) WPT's non-compliance with any applicable federal, state or local laws or with any applicable regulations in connection with its performance of this Agreement.

b. Zynga shall indemnify, defend, and hold harmless WPT and its Affiliates, and the respective directors, officers and employees of the foregoing (the "WPT Indemnified Parties") from and against any and all third party claims, actions, suits, costs, liabilities, judgments, obligations, losses, penalties, expenses or damages (including, without limitation, reasonable legal fees and expenses) of whatsoever kind and nature imposed on, incurred by or asserted against any of the WPT Indemnified Parties arising out: (i) any breach or alleged breach by Zynga of any representation, warranty or covenant made by Zynga pursuant to this Agreement; or (ii) Zynga's non-compliance with any applicable federal, state or local laws or with any applicable regulations in connection with its performance of this Agreement.

c. In order to seek or receive indemnification hereunder in cases involving third-party claims the party seeking indemnification (the "Indemnified Party") must have promptly notified the other (the "Indemnifying Party") of any claim or litigation of which the Indemnified Party is aware and to which the indemnification relates; and the Indemnified Party must reasonably cooperate with Indemnifying Party in the defense or settlement of such claim or litigation. With regard to any claim or litigation to which the Indemnifying Party itself is not a party, the Indemnifying Party must have afforded the Indemnified Party the opportunity to participate in any compromise, settlement, litigation or other resolution or disposition of such claim or litigation.

6. **TERMINATION**

a. Each party shall have the right at any time to terminate this Agreement without prejudice to any rights which it may have, whether pursuant to the provisions of this Agreement or otherwise in law or in equity or otherwise, upon the occurrence of any one or more of the following events:

i. The other party breaches or fails to perform any of its material obligations provided for in this Agreement;

ii. The other party is unable to pay its debts when due, or makes any assignment for the benefit of creditors, or files any petition under the bankruptcy or insolvency laws of any jurisdiction, county or place, or has or suffers a receiver or trustee to be appointed for its business or property, or is adjudicated a bankrupt or an insolvent; or

iii. The other party asserts any rights in or to the terminating party's intellectual property in violation of this Agreement.

a. In the event that any of these events of default should occur and a party elects to exercise its right to terminate this Agreement, such party shall give notice of termination in writing to the other party, which notice shall specify in reasonable detail the event(s) of default that give rise to such termination. The other party shall have thirty (30) days from the effective date of such notice in which to correct any such default(s) (except those which are not curable), and failing such correction by the end of such thirty (30) day cure period, this Agreement shall thereupon immediately terminate.

7. **RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION**. Upon expiration or termination of this Agreement:

a. All rights granted to WPT by Zynga shall immediately revert to Zynga, and WPT shall promptly cease any and all marketing and promotional activities using Zynga's Licensed Property.

b. All rights granted to Zynga by WPT shall immediately revert to WPT, and Zynga shall promptly cease any and all marketing and promotional activities using WPT's Licensed Property.

c. Notwithstanding the foregoing, for each end user that previously downloaded a Zynga game that includes WPT's Licensed Property, and stored such Zynga game within such end user's device, WPT grants a license and right to continue to use, activate, operate, perform, store, use and display that game on the end user's device in perpetuity at no additional charge; provided, however, that Zynga shall use best efforts to offer end users updates to its games which no longer include WPT's Licensed Property after the Term.

d. Notwithstanding any termination of this Agreement, nothing herein will obligate Zynga, any users of a Zynga game that includes WPT's Licensed Property or any third party platform or distribution partners to remove from the publicly available content regarding Zynga services or any user accounts with Zynga, any of the references to user interactions, experience points, achievements, item purchases or other engagements or metrics in the Zynga game(s) that were generated prior to the expiration or termination of this Agreement.

e. Notwithstanding any termination of this Agreement, any Approved Content that includes Zynga's Licensed Property may remain in perpetuity in any media in which such Licensed Property was integrated into during the Term (e.g., televised WPT Tournaments or WPT Invitational Tournaments, social media posts, repurposed integrations for "best of" television programs) or for historical purposes (e.g., reference on WPT's website that Zynga-sponsored tour events took place as part of the tour).

f. Sections 1, 3-7, and 8-10 of the Additional Provisions shall survive termination or expiration of this Agreement.

8. **CONFIDENTIALITY**. The parties acknowledge and agree that the subject matter of this Agreement constitutes "**Business Purpose**" and this Agreement and any Exhibits hereunder are "**Confidential Information**" of the parties as defined as "**Information**" in the Non-Disclosure Agreement between the parties dated August 24, 2017, and accordingly the restrictions relating to confidentiality and use thereof provided in the Non-Disclosure Agreement apply to any party's Confidential Information disclosed pursuant to this Agreement. In the event of a conflict between the Non-Disclosure Agreement and this Agreement, the terms of this Agreement will govern.

9. **INDEPENDENT CONTRACTORS**. The parties are independent contractors with respect to each other and nothing herein shall create any association, partnership, joint venture or agency relationship between them. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons.

10. **MISCELLANEOUS**

a. **Insurance**. Each party agrees to carry liability insurance sufficient to cover the risks posed under this Agreement.

b. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together but one and the same document.

c. **Notices**. All notices and other communications given hereunder shall be in writing and shall be sent by courier service, express mail, personal delivery or mail to the respective addresses of the parties set forth above (or at such other address as such party may designate by notice to the other party). A copy of any notice to WPT shall also be sent to WPT Enterprises, Inc., ATTN: Legal, 1920 Main Street, Suite 1150, Irvine, CA 92614. A copy of any notice to Zynga shall also be sent to Office of the General Counsel, Zynga Inc., 699 8th Street, San Francisco, CA 94103 with a copy to legalnotices@zynga.com. Notice shall be deemed given as follows: upon delivery if sent by courier service, express mail or personal delivery; and five (5) days after the date of mailing, postage prepaid, certified or registered mail if sent by mail.

d. **Entire Agreement**. This Agreement contains the full and complete understanding between the parties hereto with respect to the license granted hereunder and supersedes all prior agreements and understandings, whether written or oral, pertaining thereto. This Agreement cannot be modified except by a written instrument signed by each party hereto.

e. **Waiver**. No waiver of any term or condition of this Agreement shall be construed as a waiver of any other term or condition and no waiver of any default under this Agreement shall be construed as a waiver of any other default.

f. **Force Majeure**. In the event that either party is prevented from engaging in the marketing and promotional activities in Exhibit A manufacturing, distributing or selling the Licensed Property because of any act of God; unavoidable accident; fire, epidemic; strike, lockout, or other labor dispute; war, riot or civil commotion; act of public enemy; enactment of any rule, law, order or act of government or governmental instrumentality (whether federal, state, local or foreign); or other cause beyond such party's control, and such condition continues for a period of two (2) months or more, either party hereto shall have the right to terminate this Agreement effective at any time during the continuation of such condition by giving the other party at least thirty (30) days' notice to such effect. In such event, all payments made shall become immediately due and payable and this Agreement shall be automatically terminated.

g. **Governing Law and Forum**. This Agreement will for all purposes be governed by and interpreted in accordance with the laws of the State of California without giving effect to any conflict of laws principles that require the application of the laws of a different state. Each of the parties hereto (i) irrevocably agrees that the federal and state courts in the Northern District of California shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, (ii) submits to the venue and jurisdiction of such courts, and (iii) irrevocably consents to personal jurisdiction by such courts.

h. **Assignment**. This Agreement shall bind and inure to the benefit of each party, its successors and assigns. Without the prior written consent of the other party, neither party shall assign or transfer any of its rights or obligations hereunder, in whole or in part, to any third party, and any purported assignment without such prior written consent shall be null and void and of no force and effect; except that notice, but no consent shall be required for such assignment or transfer in connection with an internal reorganization or sale of the transferring party, including by merger or other business combination, or a sale of substantially all of the assets of the transferring party. None of either party's rights hereunder shall devolve by operation of law or otherwise upon any receiver, liquidator, trustee or other party.

i. **Severability**. In case any one or more of the terms contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms shall not in any way be affected or impaired thereby. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable terms with valid terms the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable terms.

**EXHIBIT A**

**MARKETING AND PROMOTIONAL ACTIVITIES**
**(the parties mutually agree to provide additional details and commitments)**

**BY WPT:**
WPT shall promote the Zynga brand in the following activities:

- Prominent display of the Zynga or Zynga Poker brand in WPT Tournaments and WPT Invitational Tournaments, subject to venue approval, network approval and inventory space given existing sponsorship deals

**BY ZYNGA:**
Zynga shall promote the WPT brand in the following activities:

- Creation of a WPT-branded Zynga Poker Tournament Mode playable in the Zynga Poker game or other such use of the WPT brand on the Zynga platform as Zynga determines

**EXHIBIT B**

**LICENSED PROPERTY**
**(the parties mutually agree to provide additional details on allowable IP)**

**WPT MARKS:**

- WPT®
- WORLD POKER TOUR®

**ZYNGA MARKS:**

- ZYNGA®
- ZYNGA POKER®

# PROGRAM PRODUCTION AND TELEVISING AGREEMENT

This **Program Production and Televising Agreement** (this "Agreement"), dated as of July 25, 2008 (the "Effective Date") is between **WPTE ENTERPRISES, INC.** ("WPTE") with offices at 5700 Wilshire Boulevard, Suite 350, Los Angeles, California 90036 and **NATIONAL SPORTS PROGRAMMING** ("FSN"), owner and operator of the Fox Sports Net programming service with offices at 10201 West Pico Blvd., Building 103, Los Angeles, California 90035. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and the mutual promises contained herein, WPTE and FSN (each a "Party" and collectively the "Parties") agree to be bound by the following terms and conditions:

## BACKGROUND

A. WPTE is the owner of the website currently located at URL ClubWPT.com including all versions of such website (together with all software included therein, the "Website"). WPTE has also entered into agreements with various third parties by which such third parties have the right to create various "skin sites" that operate on the Website's network software ("Skins"). For avoidance of doubt, any skin site in which WPTE has an ownership interest shall be considered to be part of the "Website".

B. WPTE's development of the Website business includes, as essential elements thereof, distribution of television programs containing Website promotion and branding and promotion of the Website on popular websites.

C. FSN produces, distributes, promotes and telecasts television programs including, but not limited to, sports related television programs.

D. WPTE, directly or through the services of a third party, is organizing, staging and promoting the Events (as defined below).

E. WPTE desires FSN's assistance to film, co-produce and make television programs of the Events (the "Programs" as defined in Section 2 below), and telecast the Programs via FSN in the Domestic Territory (as defined below).

F. WPTE desires that FSN promote the Website and the Programs on FoxSports.com.

1. EVENTS.

a. During the Test Period (as defined in Section 3), WPTE will organize, stage and promote poker tournaments (the "Events") sufficient to provide enough programming consistent with FSN's usual programming standards for at least thirteen (13) 1-hour television programs available for initial distribution over thirteen (13) consecutive weeks. During each Year of the Regular Term (as such terms are defined in Section 3), WPTE will organize, stage and promote Events sufficient to provide enough programming consistent with FSN's usual programming standards for at least forty (40) hours of television programming; provided, however, if WPTE does not conduct such Events then Section 2(f) shall apply. WPTE and FSN shall mutually agree upon the format of the Events which is currently anticipated to be Texas Hold'em poker and may be changed from time to time. The Events will feature participants from the United States and around the world who have qualified on the Website or through other selection methods designed to increase viewer interest and allow viewer participation in the Events (each participant in an Event, a "Participant"). For purposes of the Agreement, "Events" includes all events and activities related to the applicable Event occurring at, or contiguous to, the Event site (a "Site"). WPTE must secure any and all necessary and required approvals and sanctions for the Events and the Sites. FSN shall not be liable for any costs or expenses in connection with the Events or the Sites.

b. WPTE may subcontract with third parties to organize, stage and promote the Events, provided, however, WPTE shall remain directly responsible for its obligations to FSN set forth herein. WPTE will stage the Events at such times as to provide FSN with sufficient time, as determined by FSN in good faith, to produce and distribute the Programs thereof as required pursuant to Section 7(a) of this Agreement.

c. The Sites for the Events will be chosen by WPTE after good faith consultation with FSN with consideration given to the Sites' effect on production costs. Upon WPTE's request, FSN shall evaluate the production issues related to prospective Sites and advise WPTE of potential additional costs related to the Sites.

2. ENGAGEMENT AND PRODUCTION BUDGET.

a. WPTE hereby engages FSN to produce, and FSN hereby accepts such engagement to produce in accordance with the terms of this Agreement:

i. During the Test Period, thirteen (13) 1-hour television programs featuring Events (the "Test Programs"); and

ii. During each Year of the Regular Term, forty (40) hours of television programming featuring Events (together with the Test Programs, "Programs").

FSN and WPTE may mutually agree to produce additional Programs beyond the number of hours set forth above.

b. WPTE shall be responsible for all costs of the filming, making and production of the Programs; and except as set forth herein with respect to certain overages, . FSN and WPTE shall jointly develop a mutually-approved budget for production of the Programs. Such budget shall be sufficient to produce programming consistent in quality with FSN's programming of a similar nature. WPTE shall pay FSN all costs of production of the Programs as set forth in the budget prior to FSN committing to or incurring such costs (such paid and not refunded production costs together with overages paid by WPTE, if any, the "Production Costs"). FSN agrees that the budget shall not include any executive producer or similar fee payable to FSN or any of its employees or related parties. For purpose of clarification, under no circumstances may there be a profit margin for FSN in connection with the production of the Programs but WPTE acknowledges that third-party contractors will require compensation beyond direct costs and such third-party costs will be included in the budget. FSN shall not be obligated to begin production of a group of Programs prior to receipt of the Production Costs accrued for such group of Programs from WPTE.

c In cases of underages or overages, WPTE shall be refunded all underages and shall pay all overages that WPTE pre-approves in writing or any overages which are caused by a Force Majeure Event (as defined in Section 18), provided FSN uses reasonable efforts to mitigate the costs associated with such Force Majeure Event. FSN is responsible for the costs of all other overages.

d. FSN shall establish the mechanics for, and shall ensure that FSN accurately maintains throughout production of the Programs, at least the following records, in the English language, and fairly reflecting, in reasonable detail, all transactions and dispositions of funds expended, committed or received in connection with the production of the Programs: (1) a general ledger, together with all supporting documents (including without limitation receipts, invoices and contracts); (2) a running inventory of all property of whatever nature acquired or disposed of in the course of production; (3) a running inventory list of all outstanding commitments, together with all supporting documents (including without limitation invoices and contracts); (4) detailed records with respect to all applicable local, state and Federal withholding tax requirements (with which FSN hereby agrees to comply), including without limitation copies of all time cards; and (5) all other customary bookkeeping records maintained by FSN during the production of a television program intended for distribution by FSN.

e. WPTE shall have the right to audit the production expenses at any time prior to one (1) year after the end of production of the applicable group of Programs, at WPTE's sole cost and expense, including, without limitation, the right to assign an auditor(s) to be physically present at the production offices and on location on a full or part-time basis throughout production and post-production with respect to all aspects of production of the Programs, provided that such auditor(s) do not materially interfere with FSN's day-to-day operations and/or production of the Programs, and FSN shall therefore maintain all information, agreements, documents, books and records relating thereto for and on behalf of WPTE and shall deliver all such items to WPTE upon WPTE's reasonable request.

f. Notwithstanding the foregoing, if during any Year of the Regular Term WPTE determines that it will either (i) not stage any Events or a number of Events insufficient to provide enough content for forty (40) hours of original programming, or (ii) not pay the Production Costs for the production of forty (40) hours of original programming, then (A) WPTE shall provide FSN with written notice of such determination at least ninety (90) days prior to the date the affected Programs would have been scheduled for initial air, (B) FSN shall be relieved of its obligations to produce or distribute the affected Programs (i.e., the Programs that were not produced because the underlying Events were not staged or the applicable Production Costs were not paid), (C) WPTE shall not be deemed to be in breach of this Agreement and (D) the other terms of this agreement, including payment of the Fee and the online promotion obligations set forth in Section 8(c), shall continue without disruption.

3. TERM.

a. Test Period. The "Test Period" shall be the period from the Effective Date until the earlier of (i) the date sixty (60) days after FSN's initial airing of the 13th Test Program during the Test Period and (ii) the date specified by FSN in the Option Notice (as defined below).

b. Option and Regular Term. FSN shall have the option (the "Option"), exercisable in writing (the "Option Notice") during the sixty (60) day period beginning immediately after the initial airing of the 13th Test Program during the Test Period (the "Option Exercise Period"), to (i) extend this Agreement through the Regular Term or (ii) end the Test Period and terminate the Agreement as of a date during the Option Exercise Period specified by FSN. If FSN does not deliver an Option Notice to WPTE then the Agreement shall terminate at the conclusion of the Test Period, provided that FSN shall not be relieved of its obligation to air the Test Programs pursuant to Section 7. If FSN exercises the Option, the "Regular Term" shall begin on the date specified by FSN in the Option Notice, but in no event later than sixty (60) days after initial airing of the 13th Test Program, and continue indefinitely until terminated pursuant to the terms of this Agreement. As used in this Agreement, "Years" shall be consecutive twelve (12) month periods during the Regular Term with the first Year commencing at the beginning of the Regular Term.

c. The "Term" shall mean the Test Period, and, if the Option is exercised, the Regular Term until terminated pursuant Sections 11, 12 or 19.

4. PRODUCTION & EVENT ACCESS.

a. Subject to the terms of this Agreement, FSN shall have the exclusive right, and the obligation, to produce the Programs.

b. Subject to the terms of this Agreement, FSN and WPTE shall exercise joint creative control over the production and format of the Programs. Each Program will contain the sponsorship elements set forth in Section 8(a). Notwithstanding anything in the Agreement to the contrary, each Program will be subject to FSN's standards and practices review and requirements.

c. FSN and WPTE shall mutually agree upon all signage at the Events appearing within the televised area of the SiteAny and all signage (including Site-allotted signage), banners, mentions, or other promotion appearing within the televised area of the Events (e.g., on Participant bodies, hats, clothing, on the Event cards, the Event tables, in the Site background) must comply with all FSN standards and practices policies, including, without limitation, FSN's prohibition of direct or indirect gambling website promotions. The Parties acknowledge Website signage shall appear at the Event.

d. WPTE shall be solely responsible to: (i) promptly pay any and all costs and fees in connection with the Events or the Sites (including, without limitation, costs and fees in connection with any personnel that WPTE or the Site provides in connection with an Event, worker's compensation insurance, any other governmentally mandated insurance, andSite security, including without limitation, enforcing FSN's prohibition of electronic equipment (e.g., cell phones, pagers, palm pilots, ear pieces, etc.) during Program production periods;any required compensation to the Participants and any officials involved in the Events, including, without limitation and as appropriate, all air travel for the Participants and the prize pool. As a material provision of the Agreement, WPTE shall ensure that all Site and Event arrangements accord with FSN's rights under the Agreement. Upon request, WPTE will provide to FSN copies of the documents that confirm all Site and Event arrangements.

e. WPTE shall ensure that FSN receives access, without charge and without limitation, to all elements of the Events, including without limitation, suitable space and locations, as FSN may determine at the time of its advance technical survey of the Site, for its announcers and other personnel and related equipment to be used by FSN in connection with its production of the Programs. WPTE shall provide as many proper working credentials and parking spaces as close to the Site as possible as FSN reasonably requests. FSN shall be entitled to preferential locations (and the first and preferential right to choose such locations) for its cameras and other equipment as reasonably needed by FSN to produce each Program. FSN shall have the right to install, maintain and remove from the applicable Site and the surrounding premises such wires, cables and equipment as may be necessary for its coverage of the applicable Event. FSN shall have the right to bring on to, or adjacent to, the applicable Site mobile units for the transportation of equipment and personnel.

f. WPTE understands and agrees that FSN may subcontract out any and all of the production services to be provided by FSN to WPTE under this Agreement; provided, however, that FSN shall remain liable for its obligations to WPTE, and further provided that FSN shall secure documentation from any subcontractors, as necessary.

5. RIGHTS & CLEARANCES.

a. WPTE represents, warrants and covenants to FSN that it has obtained, or will obtain in a timely manner (together with FSN's reasonable and timely assistance and cooperation where necessary and requested), any and all necessary worldwide rights, licenses, clearances and permissions in perpetuity for anything (i) related to the conduct of the Events to enable FSN to exercise its rights hereunder, including, without limitation, any and all required rights, clearances and permissions necessary to use all names, likenesses, trademarks, service marks or other intellectual property connected with the Sites, the Events, the Participants and all entities related thereto (including the inclusion thereof in the Programs) or (ii) requested by WPTE for inclusion in the Programs.

b. Subject to Section 5(a), FSN represents, warrants and covenants to FSN that it has obtained, or will obtain in a timely manner, any and all necessary worldwide rights, licenses, clearances and permissions in perpetuity for all elements related to the production and broadcast of the Programs.

c. Except as otherwise specifically provided in this Agreement or mutually agreed by the Parties, FSN shall not be obligated to make any payment of any nature whatsoever to WPTE or anyone else related to the Events.

d. With the prior consent of the other Party, which shall not be unreasonably withheld, the Parties may release, from time to time, press statements and marketing materials that mention both Parties. The Parties agree to cooperate in creation of such press statements and marketing material.

6. OWNERSHIP AND LICENSE.

a. WPTE shall be the sole and exclusive worldwide owner of all rights in the Programs and all elements thereof and all translations and localizations thereof except for FSN's proprietary marks used in the Programs, if any, and FSN's proprietary rights used in the production of the Programs; provided, however, FSN hereby grants WPTE a non-exclusive license to include such FSN proprietary rights as part of the Programs; provided, further, FSN acknowledges and agrees that WPTE has the non-exclusive right to use the Program format independently of the production of the Programs. FSN shall do all things and execute all documents, including procuring the doing of such things and the execution of such documents to ensure that the legal and beneficial title in the Programs and all elements thereof vest solely and exclusively in WPTE. Notwithstanding the above, WPTE may not use, televise or otherwise exploit any version of the Programs that contain FSN logos or FSN references unless WPTE receives FSN's prior written consent or removes such FSN logos or FSN references from the Programs; provided, however, FSN shall provide WPTE with a version of the Programs that does not contain FSN logos or FSN references upon written request.

b. For the avoidance of doubt, each Party shall retain the sole and absolute ownership of its own intellectual property and proprietary rights and except as expressly provided herein, no other right of use or license is granted or implied.

7. DISTRIBUTION AND EXHIBITION.

a. Except as set forth in Section 7(c) below, FSN has the exclusive rights to use, televise and otherwise exploit the Programs in the United States and its territories, possessions, commonwealths and military installations (the "Domestic Territory") during the Term. FSN shall use commercially reasonable efforts to initially telecast each Program produced pursuant to Section 2(a) (i.e., thirteen (13) Test Programs in the Test Period and forty (40) hours of Programs each Year of the Regular Term) in a minimum of fifty million (50,000,000) homes on regional sports networks carrying FSN programming ("Regionals"). FSN shall use commercially reasonable efforts to clear the initial telecast of each Program on the Regionals on Saturday nights between 11:00 p.m. and 1:00 a.m. (local time) with a tentative premiere date for the first Program in the Test Period during August or September, 2008. FSN will re-telecast each Program at least two (2) times in addition to the initial telecast. If a Regional that is clearing a Program is unable to clear such Program as set forth above, FSN shall use commercially reasonable efforts to ensure that such Regional clears such Program during a similar time period or as close to the time period as reasonably practicable. Such schedule may be preempted by prior Regionals commitments, live event programming, or other programming. For avoidance of doubt, FSN shall have the unlimited right, but no obligation, to re-telecast each Program, or any portion thereof, at various times, on any Fox-affiliated programming service or by any other means of distribution within the Domestic Territory. As used in this Section, "commercially reasonable efforts" shall not mean that FSN is relieved of its clearance or time placement obligations under this Section in order to take commercial advantage of the clearance and time slots anticipated for airing of the Programs (e.g., deal shopping).

b. FSN shall have the right to suspend the performance of its distribution obligations set forth in Section 7(a) at any time that WPTE is in breach of a material term or condition of this Agreement.

c. Notwithstanding FSN's exclusive distribution rights in the Domestic Territory, WPTE shall have the right to distribute portions of the Programs in any and all media with the exception of any manner of television distribution in the Domestic Territory for purposes of promoting the Programs and the Website. For avoidance of doubt, WPTE retains its full rights to the Programs outside of the Domestic Territory. Except as expressly provided otherwise in this Agreement, during the Term WPTE will not cause, authorize, license or permit any distribution or exhibition of the Events, any programs created therefrom or any portion of either in any form or location by any means or media or any promotion thereof in the Domestic Territory without the prior written approval of FSN.

8. PROMOTION.

a. In-Program Promotion: The Website shall receive: (i) title sponsorship of each Program; (ii) two (2) billboards within each Program; (iii) four (4) sponsored elements (e.g., entitlements) within each Program; (iv) an average of four (4) audio mentions of the Website's sponsorship of the Program each hour of each Program; (v) an average of four (4) video bumpers each hour of each Program; and (vi) the Website logo on the poker table (collectively, the "Promotional Elements"); all subject to the terms and conditions of this Agreement. FSN shall consult in good faith with WPTE on the implementation of the Promotional Elements. All Promotional Elements within each Program shall be exclusive to the Website.

b. Commercial Inventory:

i. WPTE will receive four (4) thirty-second (:30) spots (a total of 2 minutes) of national commercial inventory in each hour of each Program during the distribution of each Program on the FSN Programming Service for the promotion of the Website. WPTE will receive national and regional commercial inventory exclusivity in each Program for poker or other casino or gaming membership websites (which the Parties acknowledge does not include tutorial or ".net" websites, including, without limitation, FullTiltPoker.net, PokerStars.net, UltimateBet.net, MansionPoker.net, PartyPoker.net, AbsolutePoker.net, etc. ("Tutorial Advertisers"), which are subject to Section 8(b)(ii) below), subject to ad inventory that is not controlled by FSN (i.e., local advertising inventory reserved for cable operators and other distributors of FSN programming). For each replay of an Episode edited to a shorter duration, the number of WPTE's thirty-second (:30) spots will be reduced proportionately. The Parties shall mutually agree in advance upon the inclusion in any Program of any sponsorships, commercials, advertising, billboards and sponsored features of any kind or nature by any means now known or hereafter devised; provided, however, FSN has the right to insert elements such as a lower third graphic promoting FSN's and FSN affiliates' programming.

ii. With respect to each telecast of a Program, FSN shall not (A) provide national or regional commercial inventory to more than one (1) Tutorial Advertiser, and (B) provide more than four (4) thirty-second (:30) spots to such Tutorial Advertiser; provided, however, solely with respect to the initial telecast of each of the Test Programs, FSN agrees that such initial telecasts shall not contain any Tutorial Advertisers in national or regional commercial inventory.

iii. All use by WPTE of such commercial inventory and the content of all commercials, billboards, features, signage and promotions are subject to (A) Federal Communications Commission regulations and all other applicable federal and state regulations, (B) News Corporation and Fox Sports Net advertising regulations, and (C) FSN's prior approval (which shall not be unreasonably withheld or withheld in a manner inconsistent with similar network programming).

iv. To ensure inclusion within the Program, all WPTE commercial inventory must (A) satisfy FSN's technical delivery requirements, as such requirements may be revised from time to time, (B) be delivered to FSN at least ten (10) business days prior to the premiere of each Program on the FSN programming service, and (C) consist of an assortment of commercial advertisements appropriate for the number of spots to be aired. In the event that WPTE's commercial advertisements are not properly delivered in a timely manner, FSN shall have no obligation to telecast such advertisements.

c. Online Promotion: Beginning on or before the initial airing of the first Test Program and continuing throughout the Term, FSN shall place a banner advertisement or similar presence promoting the Website on the main page of the website located at URL FoxSports.com. To the extent that FoxSports.com determines that promotion of the Website is contrary to its business and legal affairs policy then the promotion of the Website may be replaced with promotion of the Programs. FSN represents that as of the Effective Date, promotion of the Website is not contrary to FoxSports.com business and legal affairs policy. During the Term, FoxSports.com will not operate a poker membership website nor promote any poker membership website other than the Website and shall use commercially reasonable efforts to prevent the display on FoxSports.com of any advertising for any poker membership website other than the Website.

d. FSN shall have the right to suspend the performance of its obligations set forth in this Section 8 at any time that WPTE is in breach of a material term or condition of this Agreement.

9. EXCLUSIVITY.

a. During the Term, FSN shall not engage, either on its own or by partnering with a third-party, in the operation or promotion of any paid subscription based, poker (which the parties acknowledge does not include the card game Tua La Ji sometimes referred to as "Traktor Poker" but does include all types and variations of poker) and/or blackjack membership website competitive with the Website (a "Competitive Site"), nationally distribute commercial inventory advertising a Competitive Site or nationally distribute programs sponsored by a Competitive Site. WPTE acknowledges that individual Regionals are not restricted from entering into separate agreements for the distribution of programming and individual Regionals and cable operators and other distributors of FSN programming are not restricted with respect to sales of their commercial inventory.

b. During the Term, WPTE shall not operate, either on its own or by partnering with a third-party, any Competitive Site that is available to players in the United States; provided, however, the Parties acknowledge that for purposes of this Agreement a "Competitive Site" or membership website shall not include any type of real-money wagering site or free entry site (whether or not poker or blackjack related) or any type of paid subscription site that does not involve playing poker and/or blackjack for prizes (e.g., a paid subscription for monthly poker tips on WorldPokerTour.com). If despite the foregoing restriction WPTE does operate a Competitive Site that is available to players in the United States other than Website then FSN shall participate in the Net Revenue (as defined in Section 10) of such website in the same (or equivalent) manner as set forth in Section 10 with respect to the Website.

10. CONSIDERATION.

a. Defined Terms.

i. "Affiliate" means entities that are unrelated to WPTE (i.e., entities in which WPTE does not hold any direct or indirect equity or profits interest other than payment to the Affiliate in connection with the Website) that receive financial compensation for increasing the number of Website members.

ii. "Affiliate Cost" means the total amount of Gross Membership Revenue actually paid to Affiliates in connection with their involvement in the Website, plus all actual out-of-pocket set-up costs incurred and paid by WPTE to link the Affiliate to the Website.

iii. "Fee" means for a given month, Forty-Five percent (45%) of Net Revenue, if any.

iv. "Gross Membership Revenue" means all membership fees paid by users of the Website in a given month less (i) any applicable sales or services taxes; (ii) bad debt including credit card charge backs; and (iii) refunds.

v. "Gross Skin Revenue" means, for a given Skin, all revenue earned by WPTE in connection with such Skin.

vi. "Monthly Report" means a detailed monthly report of the operation of the Website and the Skins which shall include, at a minimum, the following information: (A) Gross Membership Revenue, (B) UBT Cost, (C) Affiliate Cost, (D) Other Club Revenue, (E) Net Other Club Revenue, (F) current Production and Event Cost (Test Programs only), (G) Production and Event Cost (Test Programs only) from prior months, if any, carried over to the current month, (H) Net Membership Revenue, (I) Gross Skin Revenue for each Skin, (J) Skin Cost for each Skin, (K) Net Skin Revenue for each Skin, (L) Net Revenue and (M) the Fee for the month.

vii. "Net Membership Revenue" means Gross Membership Revenue plus Net Other Club Revenue less UBT Cost and Affiliate Cost.

viii. "Net Other Club Revenue" means Other Club Revenue less actual third party merchandise manufacturing and agency costs.

ix. "Net Revenue" means Net Membership Revenue plus Net Skin Revenue for each Skin, if any.

x. "Net Skin Revenue" means, for a given Skin, Gross Skin Revenue after WPTE has recouped its Skin Cost.

xi. "Other Club Revenue" means all non-membership revenue earned by WPTE on or in connection with the Website (e.g., merchandise); provided, however, Other Club Revenue shall not include license fees received by WPTE for international distribution of the Programs or Production and Event Revenue. For avoidance of doubt, WPTE shall be entitled to collect and retain Production and Event Revenue (subject to Section 4(d)) and such Production and Event Revenue shall not be subject to FSN's participation.

xii. "Skin Cost" means, for a given Skin, all actual out-of-pocket set-up costs incurred and paid by WPTE to establish and link such Skin to the Website's network software that has not been recouped by WPTE out of Skin Gross Revenue.

xiii. "UBT Cost" means the total amount of Gross Membership Revenue actually paid to Ultimate Blackjack Tour, LLC ("UBT") for operation of the Website (i.e., prize pool, club content, finance charges, compliance fees and UBT profit share).

b. In consideration of FSN's obligations hereunder, WPTE will (i) provide FSN with the Monthly Report within thirty (30) days of the end of each month and (ii) pay FSN the Fee for each month as set forth in this Section.

c. WPTE shall be entitled to recoup from Net Revenue the Production and Event Cost incurred by WPTE in connection with the production of the Test Programs and the staging of the Events underlying the Test Programs less any Production and Event Revenue received by WPTE. WPTE shall recoup such Production and Event Cost prior to the calculation and payment of the Fee. To the extent that Net Revenue during the Test Period is insufficient to recoup such Production and Event Cost, then the unpaid Production and Event Cost shall be recouped out of Net Revenue during the Regular Term. For avoidance of doubt, WPTE shall not be entitled to recoup from Net Revenue Production and Event Cost in connection with any Programs other than the Test Programs.

d. The Fee shall be paid and remitted to:

**National Sports Programming**
**File 55434**
**Los Angeles, CA 90074-5434**

or by electronic wire to:

Bank of America
1850 Gateway Blvd.
Concord, CA 94520

Bank Name.....Bank of America
Account Name.....National Sports Partners
Account Number.....12332-26465
Routing Number.....121-000-358

FSN must receive payment of the Fee for a given month within thirty (30) days of WPTE's receipt of the Net Revenue for such month, but in no event later than forty-five (45) days after the end of such month; provided, however, so long as WPTE uses commercially reasonable efforts to collect Net Revenue, to the extent WPTE has not received the Net Revenue attributable to such month, WPTE shall be allowed to delay payment of a pro rata portion of the Fee. Subject to the preceding sentence, if payment of any portion of the Fee is past due by more than fifteen (15) days, FSN may elect to suspend performance of its obligations in this Agreement or terminate this Agreement and, in such event, have no further obligations to WPTE.

11. WEBSITE RESTRICTIONS: ANTI-GAMBLING. WPTE represents, warrants and covenants that:

a. Neither the Website nor WPTE's commercial inventory spots shall contain any reference, whether written or otherwise, to any entity, party or website (including, without limitation, any WPTE owned, controlled, affiliated and/or operated website or any website owned by any parent or affiliated entity of WPTE or under common control with WPTE or any third party website) that aids, abets, facilitates, promotes, provides an advertisement for and/or enables any form of wagering/gambling in the Domestic Territory or conducts or facilitates any activity that is in violation of any United States Federal, state or local law, rule or regulation.

b. The Website does not and will not aid, abet, facilitate, promote, provide an advertisement for or otherwise enable any wagering/gambling activities and does not and will not "link," directly or indirectly, to or otherwise direct a viewer to any other website that enables wagering/gambling activities in the Domestic Territory. WPTE shall not make any material change to the Website without the prior written approval of FSN. For purpose of clarity, material changes do not include banner updates, graphical changes, or the addition of content of the same nature as currently exists on the Website.

c. WPTE's commercial inventory spots, as delivered by WPTE, shall not make any reference to any website other than the Website and shall not in any way aid, abet, facilitate, promote or otherwise enable any wagering/gambling activities (e.g., by making any references to any online wagering/gambling site or by providing a telephone number to a wagering/gambling business, etc.).

d. Without limiting any other right reserved for FSN under this Agreement, in the event WPTE breaches any of the representations, warranties or covenants in this Section 11, FSN may immediately suspend its obligations pursuant to this Agreement, and if WPTE fails to cure such breach within forty-eight (48) hours of receiving written notice then FSN shall have the right to immediately terminate this Agreement upon notice to WPTE. If a prosecutor or other law enforcement official formally charges or alleges that the Website is an illegal gambling operation or in the event WPTE breaches this Section 11 twice within any twelve (12) month period, FSN shall have the right to immediately terminate this Agreement upon notice to WPTE. Without limiting FSN's rights as set forth in this Agreement, at law or in equity, WPTE acknowledges and agrees that FSN shall be entitled to injunctive relief to enforce the restrictions set forth in this Section 11.

12. WEBSITE RESTRICTIONS: SWEEPSTAKES COMPLIANCE. WPTE represents, warrants and covenants that:

a. WPTE shall operate the Website in compliance with all applicable sweepstakes and anti-lottery laws in each jurisdiction in which it does business. WPTE shall at all times offer a free alternative method of entry (an "AMOE") that is of "equal dignity" (as such term is commonly understood in the sweepstakes industry) with the subscription method of entry for each tournament that is available on the Website. The AMOE shall be clearly and conspicuously disclosed on the Website. In addition to being eligible to enter tournaments, members of the Website who pay the subscription fee will be offered member benefits in the form of a package of *bona fide* products or services that are comparable to or more favorable for the members than the member benefits offered on the Effective Date of this Agreement. WPTE will not market or otherwise attempt to convert AMOE players into members of the Website. For avoidance of doubt, FSN shall have no involvement in, or responsibility for, the operation of the Website, the implementation of the AMOE or the administration of any tournaments.

b. Without limiting any other right reserved for FSN under this Agreement, in the event WPTE breaches any of the representations, warranties, covenants or obligations under this Section 12, FSN may immediately suspend its obligations pursuant to this Agreement, and if WPTE fails to cure such breach within fifteen (15) days of receiving written notice then FSN shall have the right to immediately terminate this Agreement upon notice to WPTE. In the event WPTE breaches this Section 12 twice within any twelve (12) month period, FSN shall have the right to immediately terminate this Agreement upon notice to WPTE.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS.

a. WPTE represents, warrants and covenants to FSN that (i) WPTE has the full power and authority to make and perform the Agreement and WPTE will perform its duties hereunder in compliance with all terms and conditions herewith; (ii) the making or performance of the Agreement does not violate any agreement between WPTE and any third party; (iii) the rights FSN has acquired, and its use of those rights, will not infringe on or violate any copyright, trademark, right of privacy, publicity or other literary or dramatic or any other right of any third party; (iv) WPTE will do nothing to interfere with or impair FSN's rights in the Agreement; (v) WPTE shall operate the Website in compliance with all applicable laws and regulations in each jurisdiction in which it does business; (vi) the Events will be sanctioned by any applicable organizations and authorities having jurisdiction over such Events, and the Events will be conducted according to all applicable rules and regulations of such organizations and authorities; and (vii) WPTE (directly or through a third party, if applicable) has or will enter into agreements with each Participant ("Participant Agreements") binding such Participant to all applicable terms of this Agreement, and making FSN express third party beneficiaries to the Participant Agreements in connection with the Programs. Additionally, WPTE represents, warrants and covenants to FSN that it has obtained, or will obtain, any and all necessary rights, clearances, permissions and local permits in connection with the Sites and the Events for FSN to exercise its rights and perform its obligations hereunder including but not limited to: (1) payment of any and all necessary fees to any entity involved in the organization of the Events; and (2) obtaining any and all rights, clearances and permissions necessary to use in the Programs all names, likenesses, trademarks, service marks or other intellectual property of the Sites, the Events and all entities related thereto. WPTE will provide to FSN upon request any documents that confirm WPTE has obtained the necessary rights to perform the Agreement.

b. Related Party Transaction. If WPTE acquires or plans to acquire an interest in UBT then WPTE shall not agree to any increase in fees payable to, or costs recoverable by UBT, either cumulatively or in any category (e.g., club member benefits, compliance, banking, finance, revenue share) other than costs which pass through directly to members (e.g., prize pool) without full disclosure to FSN and FSN's prior written approval. If WPTE acquires a controlling interest or majority of the equity in the operator of a Skin created on or after the Effective Date, then such Skin shall be deemed to be included within the "Website" for purposes of calculating the Fee. If WPTE acquires a controlling interest or majority of the equity in the operator of a Skin created prior to the Effective Date, then the Gross Skin Revenue payments payable by such Skin to WPTE not shall not be reduced below the payments required as of the Effective Date.

c. FSN represents, warrants and covenants to WPTE that (i) FSN has the full power and authority to make and perform the Agreement and FSN will perform its duties hereunder in compliance with all terms and conditions herewith; (ii) the making or performance of the Agreement does not violate any agreement between FSN and any third party; and (iii) FSN will do nothing to interfere with or impair WPTE's rights in the Agreement. FSN will provide to WPTE upon request any documents that confirm FSN has obtained the necessary rights to perform the Agreement.

14. INDEMNIFICATION.

a. WPTE shall at all times indemnify, defend and hold harmless FSN, its partners and all affiliated companies thereof and their respective officers, directors, partners, shareholders, employees, agents and representatives from and against any claim, demand, liability or judgment, including reasonable attorneys' fees and court costs (i) arising out of any breach by WPTE of any representation, warranty or other obligation or provision hereof including, (ii) any distribution, licensing or sub-licensing of the Programs by WPTE except to the extent covered by FSN's indemnification obligations, (iii) any material added by WPTE to the Programs unless requested by, or for the benefit of, FSN, or (iv) arising out of the operation or promotion of the Website or any Skin including, without limitation, WPTE's commercial inventory promoting the Website or any Skin. This indemnity shall survive termination of the Agreement.

b. FSN shall at all times indemnify, defend and hold harmless WPTE, its partners and all affiliated companies thereof and their respective officers, directors, partners, shareholders, employees, agents and representatives from and against any claim, demand, liability or judgment, including reasonable attorneys' fees and court costs, arising out of (i) any breach by FSN of any representation, warranty or other obligation or provision hereof including the distribution, licensing or sub-licensing of the Programs by FSN in violation of this Agreement or (ii) any material added by FSN to the Programs unless requested by, or for the benefit of, WPTE. This indemnity shall survive termination of the Agreement.

c. A Party seeking indemnification will give the indemnifying Party prompt notice of any claim or litigation to which indemnity may apply. Failure to give such prompt notice will relieve the indemnifying Party of its indemnification obligations to the extent that such failure has prejudiced the indemnifying Party's defense of such claim or litigation. The indemnifying Party has the right to assume and fully control the defense of any potentially indemnified claim or litigation and the indemnified Party will cooperate fully (at the cost of the indemnifying Party) in any defense and in the settlement of such claim or litigation.

15. INSURANCE.

a. Subject to the laws applicable to the Site of the applicable Event, WPTE represents, warrants and covenants that it, the third party retained by WPTE to conduct the Event, if applicable, and/or the applicable Site, as appropriate, has, or will secure at least five (5) days prior to each Event:

i. Workers compensation (or the appropriate equivalent in the applicable jurisdiction) coverage for all persons it or the applicable Site employs in connection with such Event and the Program applicable to such Event that suffices under the laws of the jurisdiction in which those persons render services; and

ii. General comprehensive liability insurance covering the applicable Site, including bodily injury and property damage, having a combined single limit of at least $1,000,000 for injuries to any one person and a limit of at least $2,000,000 in the aggregate with a $9,000,000 umbrella policy for injuries to any number of persons arising out of the same accident.

b. All FSN required insurance will (i) be on an "occurrence" form, (ii) be issued by reputable insurers rated A or better by A.M. Best and Co., (iii) name Fox Entertainment Group, FSN, their parents, divisions, subsidiaries, affiliated companies, officers, directors, and employees as additional insured, (iv) be primary and not excess of or contributory to any other insurance provided for the benefit of or by FSN, and (v) provide that at least thirty (30) days advance written notice of any cancellations, non-renewal or other material change in the policy will be accorded FSN. WPTE will not make any revision, modification or cancellation of any such policy that may affect FSN's rights without FSN's prior written consent. Notices regarding insurance shall be sent to 10201 West Pico Blvd., Building 103, Los Angeles, California 90035, Attn: Vice President, Business & Legal Affairs, with a required copy to Fox Entertainment Group, Inc., Attn: Risk Management (FAB/120), P.O. Box 900, Beverly Hills, CA 90213 (fax: 310-369-2177). WPTE will deliver to FSN satisfactory evidence of such insurance at least five (5) days prior to the applicable Event.

c. FSN represents, warrants and covenants that it has, or will secure at least five (5) days prior to the initial telecast of each Program, and will maintain for at least three (3) years following the initial telecast of such Program, standard errors and omissions insurance (also known as media or broadcasters' liability insurance) covering such Program. Such insurance must have limits for damages and legal defense costs and fees of at least $5,000,000.00 for any single party's claim arising out of a single occurrence and $5,000,000.00 for all claims arising out of a single occurrence.

16. INDEPENDENT CONTRACTORS. Neither Party has the authority to bind the other Party to any agreement or other obligations, and will not attempt to do so. Nothing in this Agreement creates any partnership, joint venture or agency relationship between WPTE and FSN. Each Party is fully responsible for all persons and entities it employs or retains.

17. FINANCIAL DISCLOSURE. WPTE shall conform with 47 U.S.C.S. § 507 and 47 U.S.C.S. § 317 concerning broadcast matter and required disclosures, insofar as that section applies to persons furnishing material for television broadcasting. WPTE hereby certifies and agrees that it has no knowledge of any information relating to any Program that is required to be disclosed under § 507 or § 317, that it will promptly disclose to FSN any such information of which it hereafter acquires knowledge and that it will not, without FSN's prior written approval, include in any Program any matter for which any money, service, or other valuable consideration (as such terms are used in § 507 or § 317) is directly or indirectly paid or promised by a third party, or accepted from or charged to a third party.

18. FORCE MAJEURE. If an Event is postponed or canceled, or the production or distribution of a Program in accordance with this Agreement is materially delayed, prevented or canceled, due to any act of God, fire, earthquake, flood, epidemic, inevitable accident, embargo, war, terrorism, strike or other labor dispute, fire, riot or civil commotion, government action or decree, including without limitation, action of any legally constituted authority, any judicial or executive order, or failure or delay of any transportation agency, inclement weather, failure of technical production or television equipment, or for any other reason beyond the control of WPTE or FSN, as applicable (a "Force Majeure Event"), then: (i) FSN and WPTE may determine the steps, if any, to be taken by the Parties to minimize the loss caused by such Force Majeure Event; and (ii) either Party may suspend the production, promotion and distribution obligations set forth in this Agreement and extend the Test Period, if applicable, while such Force Majeure Event continues and thereafter until normal business operations or the production or distribution of the Programs are resumed.

19. TERMINATION.

a. Either Party may terminate this Agreement upon written notice to the other Party if:

i. the other Party breaches any material term or condition of this Agreement (except a breach by WPTE of Section 11 or Section 12 in which case FSN's termination rights shall be as set forth in such Section) and fails to correct or cure such breach within twenty (20) business days following written notice specifying such breach or if correction or cure is not reasonably possible within such period, the breaching Party receiving such notice has begun, and at all times diligently continues, to correct or cure such breach;

ii. the other Party applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets, or such a receiver, trustee or liquidator is appointed for the other Party;

iii. the other Party has filed against it an involuntary petition for bankruptcy that has not been dismissed within sixty (60) days thereof; or

iv. the other Party files a voluntary petition for bankruptcy or a petition or answer seeking reorganization, becomes or is insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors.

b. In addition to the foregoing, WPTE may terminate this Agreement:

i. Upon written notice to FSN sent within forty-five (45) days of the end of any six (6) month period during the Regular Term, if during each of such six (6) consecutive months the Net Revenue for each such month was less than One Hundred Twenty Thousand Dollars ($120,000); provided, however, WPTE shall continue to pay FSN twenty-five percent (25%) of Net Revenues for five (5) years following such termination subject to the reduction of expenses of the nature described in Section 10. If WPTE determines to terminate this Agreement pursuant to this Section 19(b)(i) then FSN shall be allowed to continue with any previously scheduled airings of the Programs unless either Party determines, in good faith, that such airings are deemed or are threatened to be deemed to be illegal under any United States municipal, state and/or federal law and/or regulation.

ii. Upon written notice to FSN if WPTE discontinues operation of the Website and its online paid subscription membership business; provided, however, WPTE shall pay FSN the Fee with respect to all operations of the Website prior to its complete shutdown and, if, in the twenty-four (24) months following such termination, WPTE operates, directly or through a third party, what would be a Competitive Site were the Website still in operation then FSN shall be entitled to the Fee with respect to such business (or, to the extent the Fee calculation is inapplicable to such business, forty-five percent (45%) of the revenue generated by such business actually received by WPTE subject to reduction for the expenses described in Section 10). This provision shall not prevent WPTE from replacing UBT with a different fulfillment provider. If WPTE determines to terminate this Agreement pursuant to this Section 19(b)(ii) then WPTE shall provide FSN with as much advance notice as possible and FSN shall be allowed to continue with any previously scheduled airings of the Programs unless either Party determines, in good faith, that such airings are deemed or are threatened to be deemed to be illegal under any United States municipal, state and/or federal law and/or regulation.

iii. In the event that WPTE's Board of Directors reasonably determines in good faith upon advice of outside counsel that (a) one or more provisions of this Agreement related to WPTE's relationship with FSN, (b) an affiliation with FSN, or (c) individuals employed by FSN (each, a "Defect") materially increases the jeopardy that WPTE or Lakes Entertainment, Inc. will lose a material gaming regulatory license or permit held or applied for and such Defect remains uncured for ninety (90) days after FSN's receipt of written notice of such Defect.

c. In addition to the foregoing and FSN's termination rights set forth in Sections 11 and 12, FSN may terminate this Agreement:

i. Upon thirty (30) days prior written notice to WPTE; or

ii. Upon five (5) days prior written notice to WPTE if at any time during the Term, the provisions of this Agreement or the performance of any of the Parties hereunder conflict with FSN's internal policies, as such policies may be revised from time to time as determined by FSN in its sole discretion.

If FSN terminates the Agreement pursuant to Section 19(c)(i) or (ii) then upon termination (A) FSN shall immediately cease to telecast the Programs, (B) WPTE shall retain all rights to the Programs, provided, however, FSN shall remove all FSN-related references from the Programs, if any, and WPTE shall only distribute such "cleaned" versions of the Programs, (C) the exclusivity restrictions set forth in Section 9(a) shall remain in effect for two (2) years following the date of termination, and (D) WPTE shall no longer be required to pay the Fee.

d. Termination of this Agreement shall not relieve WPTE from any payment obligations accrued prior to the effective date of such termination.

20. REMEDIES. Except as specifically set forth herein (e.g., Section 11(d)), if either Party breaches any provision of the Agreement, the damage, if any, caused to the other thereby will not be irreparable or otherwise sufficient to entitle a Party to injunctive or other equitable relief. A Party's rights and remedies in any such event shall be strictly limited to the rights set forth in this Agreement and the right, if any, to recover monetary damages in an action at law.

2 1 . CONFIDENTIALITY. FSN and WPTE will keep the existence and terms of this Agreement strictly confidential, and will not disclose the existence or substance of such terms to any entity other than the partners, shareholders, members, officers, directors, attorneys, insurance agents, employees having a need to know, and accountants of the Parties hereto without the prior written consent of the other Party, except to the extent necessary to perform the obligations of the Parties set forth herein and in the following situations (and with the earliest possible prior written notice to the other Party): (a) to comply with governmental rule, regulation (including any applicable reporting requirements of the Securities and Exchange Commission) or law or with a valid court order, in each case with confidential treatment requested and such disclosure shall be limited to such information and such portions of the Agreement that the disclosing Party is advised by counsel as legally required to be disclosed; (b) to comply with its normal reporting or review procedure of its parent company or other owners, or its auditors or its attorneys; (c) to enforce its rights under this Agreement; and (d) to prospective purchasers of a material portion of its assets or beneficial ownership interests, with confidential treatment required. Notwithstanding the foregoing, FSN and WPTE may release one or more press statements regarding this Agreement with the other Party's prior written consent (such consent not to be unreasonably withheld).

22. NON-UNION. WPTE acknowledges that the Programs are non-union productions and that FSN is not a party to, and has no present intention of becoming a party to, any guild, collective bargaining or similar agreement that might apply to the production of the Programs.

23. MISCELLANEOUS.

a . Notices. All notices from either Party to the other must be given in writing and sent by registered or certified mail (postage prepaid and return receipt requested), by hand or messenger delivery, by overnight delivery service, by facsimile with receipt confirmed, to the respective addresses of WPTE and FSN listed in the Agreement. FSN's notice shall provide duplicate notice to the attention of: Vice President, Business and Legal Affairs, c/o Fox Cable Networks, Building 103, 10201 West Pico Boulevard, Los Angeles, California 90035. WPTE's notice shall provide duplicate notice to the attention of General Counsel, WPT Enterprises, Inc., 5700 Wilshire Boulevard, Suite 350, Los Angeles, California 90036. Any notice or report delivered in accordance with this Section will be deemed given on the date actually delivered; provided that any notice or report deemed given or due on a Saturday, Sunday or legal holiday will be deemed given or due on the next business day. If any notice or report is delivered to any Party in a manner which does not comply with this Section, such notice or report will be deemed delivered on the date, if any, such notice or report is received by the other Party.

b. Severability. In the event that any provision of the Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, the Agreement shall continue in full force and effect without said provision; provided that no such severance shall be effective if it materially changes the economic benefit of the Agreement to either Party.

c. Governing Law. Irrespective of the place of execution or performance, this Agreement is to be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be fully performed therein. Any court of competent jurisdiction sitting within the State of California, Los Angeles County, will be the exclusive jurisdiction and venue for any dispute arising out of or relating to the Agreement. The Parties irrevocably consent to the exclusive jurisdiction and venue of any such court, and waive any argument that such venue is not appropriate or convenient.

d . Assignments. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of the other Party; except that FSN may, without such consent, assign all such rights and obligations to its parent company, or any affiliate or subsidiary of FSN or in which the parent company has an ownership interest and either Party may assign all of its rights and obligations to another entity in connection with a merger, reorganization or sale of all or substantially all of the assets of such Party.

e . Survival. The provisions of the Agreement which by their nature would ordinarily be expected to survive termination of the Agreement (including without limitation all indemnity, representations and warranties, payment and confidentiality terms hereof) shall survive the execution, delivery, suspension or termination of the Agreement or any provision hereof.

f . Entire Agreement; Waiver; Amendments . This Agreement and any exhibits and schedules attached hereto, contains the full and complete understanding between the Parties hereto regarding the subject matter hereof and supersedes and abrogates all prior agreements and understandings, whether written or oral, pertaining thereto and cannot be modified except by a written instrument signed by each Party hereto. No waiver of any term or condition of the Agreement shall be construed as a waiver of any other term or condition; nor shall any waiver of any default under the Agreement be construed as a waiver of any other default.

g . Construction. The Parties have participated jointly in the negotiation and drafting of the Agreement. In the event an ambiguity or question of intent or interpretation arises, the Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of the Agreement.

h . Counterparts; Facsimile. This Agreement may be signed and accepted in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile and facsimile signatures shall be treated as original signatures for all applicable purposes.

i . No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their permitted successors and assigns, and only in accordance with the express terms of the Agreement.

**IN WITNESS WHEREOF**, WPTE and FSN hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

| | |
|---|---|
| **AGREED & ACCEPTED BY:** | **AGREED & ACCEPTED BY:** |
| **WPT ENTERPRISES, INC.** | **NATIONAL SPORTS PROGRAMMING** |
| Signature:_____ | Signature: _____ |
| Name: Adam Pliska | Name: _____ |
| Title: General Counsel | Title: _____ |

Exhibit 10.21

**AGREEMENT**

This **Agreement** (this "Agreement"), dated as of May 10, 2013 (the "Effective Date") is between**WPT ENTERPRISES, INC.** ("WPTE") with offices at 5700 Wilshire Boulevard, Suite 350, Los Angeles, California 90036 and **NATIONAL SPORTS PROGRAMMING** ("Fox"), with offices at 10201 West Pico Blvd., Building 103, Los Angeles, California 90035. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and the mutual promises contained herein, WPTE and Fox (each a "Party" and collectively the "Parties") agree to be bound by the following terms and conditions:

**RECITALS**

**WHEREAS**, the Parties are parties to the following agreements: (i) the Program Production and Televising Agreement, dated as of July 25, 2008 (as amended from time to time, the "ClubWPT Agreement"); and (ii) the Agreement, dated August 13, 2010 (as amended from time to time, the "Season 9-11 Agreement");

**WHEREAS**, the Parties desire to amend the ClubWPT Agreement;

**WHEREAS**, WPTE desires to produce, and Fox desires to distribute on the Fox Sports 1 programming service ("FS1"), Season One, Season Two and Season Three of the World Poker Tour Super High Roller television Series (the "SHR"); and

**WHEREAS**, WPTE desires to produce, and Fox desires to distribute on the Fuel programming service (or any successor) ("Fuel") and the FSN programming service ("FSN"), Season Twelve, Season Thirteen and Season Fourteen of the World Poker Tour television Series (the "Tour").

**THEREFORE**, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION I. AMENDMENTS.**

1) *ClubWPT Amendment.* WPTE and Fox agree Section 10(b) of the ClubWPT Agreement is amended and restated as follows:

"In consideration of FSN's obligations hereunder, WPTE will (i) provide FSN with the Monthly Report within thirty (30) days of the end of the each month and (ii) pay FSN the Fee for each month as set forth in this Section. Notwithstanding the foregoing:

*February 1, 2012 through February 28, 2013*: If WPTE provides written notice to FSN no later than June 30, 2012 that WPTE has made a binding, irrevocable commitment to spend Two Million Dollars ($2,000,000) on marketing for the Website (an "Additional Marketing Commitment"), at least One Million Five Hundred Thousand Dollars ($1,500,000) of which is in the form of traditional media buys, for the period between February 1, 2012 and February 28, 2013, FSN agrees (i) that the "Fee" on Net Revenue exceeding Four Million Dollars ($4,000,000) for the period between March 1, 2012 and February 28, 2013 (the "Season 10 Marketing Period") shall be calculated as Twenty percent (20%) of such Net Revenue, and (ii) that the "Fee" on Net Revenue exceeding Five Million Dollars ($5,000,000) for the period between March 1, 2013 and February 28, 2014 (the "Season 11 Marketing Period") shall be calculated as Twenty percent (20%) of such Net Revenue.

*March 1, 2013 through February 28, 2014*: If WPTE provides written notice to FSN no later than June 30, 2013 that WPTE has made a binding, irrevocable commitment to spend an Additional Marketing Commitment for the Season 11 Marketing Period, at least One Million Five Hundred Thousand Dollars ($1,500,000) of which is in the form of traditional media buys, FSN agrees (i) that the "Fee" on Net Revenue exceeding Five Million Dollars ($5,000,000) for the Season 11 Marketing Period shall be calculated as Twenty percent (20%) of such Net Revenue, and (ii) that the "Fee" on Net Revenue exceeding Six Million Dollars ($6,000,000) for the period between March 1, 2014 and February 28, 2015 shall be calculated as Twenty percent (20%) of such Net Revenue.

*March 1, 2014 through February 28, 2017*:For each of the three 12-month periods from March 1 through February 28 beginning March 1, 2014 and ending February 28, 2017 (each a "Marketing Cycle"), if WPTE provides written notice to FSN no later than June 30 of the applicable Marketing Cycle that WPTE has made a binding, irrevocable commitment to spend an Additional Marketing Commitment for such Marketing Cycle, at least One Million Five Hundred Thousand Dollars ($1,500,000) of which is in the form of traditional media buys, FSN agrees (i) that the "Fee" on Net Revenue exceeding Four Million Dollars ($4,000,000) for the applicable Marketing Cycle shall be calculated as Twenty percent (20%) of such Net Revenue, and (ii) that the "Fee" on Net Revenue exceeding Four Million Five Hundred Thousand Dollars ($4,500,000) for the 12-month period immediately following such Marketing Cycle shall be calculated as Twenty percent (20%) of such Net Revenue.

If WPTE provides notice to FSN that it will spend the Additional Marketing Commitment in a period described above and then fails to meet the Additional Marketing Commitment by the end of such period, WPTE will pay FSN the difference between the Fee paid to FSN for such period and the Fee that would have been due had WPTE not committed to the Additional Marketing Commitment. Such makeup payment shall be due to FSN no later than thirty (30) days following the end of such period and such makeup payment shall be FSN's sole remedy for WPTE's failure to spend the Additional Marketing Commitment."

**SECTION II. TOUR SEASONS 12-14; SHR SEASONS 1-3.**

1) Exhibit A attached hereto, including the Standard Terms & Conditions (collectively, the "Series Agreement"), sets forth the terms for the production and distribution of (a) the Tour series (the "Tour Series") during each of the following periods: February 1, 2014 through August 31, 2015 ("Tour Season 12"); September 1, 2015 through August 31, 2016 ("Tour Season 13") and September 1, 2016 through August 31, 2017 ("Tour Season 14" and with each of Tour Season 12 and Tour Season 13, each a "Tour Season" and collectively, the "Tour Seasons"), and (b) the SHR series (the "SHR Series" and along with the Tour Series, each a "Series") during each of the following periods: February 1, 2014 through January 31, 2015 ("SHR Season 1"); February 1, 2015 through January 31, 2016 ("SHR Season 2") and February 1, 2016 through January 31, 2017 ("SHR Season 3" and with each of SHR Season 1 and SHR Season 2, each a "SHR Season", collectively, the "SHR Seasons" and, along with the Tour Seasons, "Seasons").

2) WPTE shall produce, and Fox shall distribute, episodes of the Tour Series and the SHR Series for all of the respective Seasons pursuant to the terms of the Series Agreement.

**SECTION III. MISCELLANEOUS**.

1) *Representations and Warranties*. Each Party represents, warrants and covenants to the other Party that (a) it has the full power and authority to make and perform this Agreement; (b) the making or performance of this Agreement does not violate any of its agreements with any third party or any applicable law or court order; (c) it will do nothing to interfere with or impair the other Party's rights in this Agreement

2) *Indemnification*. Each Party shall at all times indemnify, defend and hold harmless the other Party, its partners and all affiliated companies thereof and their respective officers, directors, partners, shareholders, employees, agents and representatives from and against any claim, demand, liability or judgment, including reasonable attorneys' fees and court costs ("Claims") arising out of the breach of any representation, warranty or other obligation or provision of this Agreement. A party seeking indemnification will give the indemnifying party prompt notice of any claim or litigation to which indemnity may apply. Failure to give such prompt notice will relieve the indemnifying party of its indemnification obligations to the extent that such failure has prejudiced the indemnifying party's defense of such claim or litigation. The indemnifying party shall have the right to assume and fully control the defense of any or all claims or litigation to which its indemnity applies. The indemnified party will cooperate fully (at the cost of the indemnifying party) with the indemnifying party in such defense and in the settlement of such claim or litigation.

3) *Notices*. All notices from either Party to the other must be given in writing and sent by registered or certified mail (postage prepaid and return receipt requested), by hand or messenger delivery, by overnight delivery service, or by facsimile with receipt confirmed, to the respective addresses of WPTE and Fox listed in the Agreement. Fox's notice shall provide duplicate notice to the attention of: Senior Vice President, Business and Legal Affairs, c/o Fox Cable Networks, Building 103, 10201 West Pico Boulevard, Los Angeles, California 90035. WPTE's notice shall provide duplicate notice to the attention of President, WPT Enterprises, Inc., 1920 Main Street, Suite 1150, Irvine, California 92614. Any notice or report delivered in accordance with this Section will be deemed given on the date actually delivered; provided that any notice or report deemed given or due on a Saturday, Sunday or legal holiday will be deemed given or due on the next business day. If any notice or report is delivered to any Party in a manner which does not comply with this Section, such notice or report will be deemed delivered on the date, if any, such notice or report is received by the other Party.

4) *Severability*. In the event that any provision of the Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, the Agreement shall continue in full force and effect without said provision; provided that no such severance shall be effective if it materially changes the economic benefit of the Agreement to either Party.

5) *Governing Law*. Irrespective of the place of execution or performance, this Agreement is to be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be fully performed therein. Any court of competent jurisdiction sitting within the State of California, Los Angeles County, will be the exclusive jurisdiction and venue for any dispute arising out of or relating to the Agreement. The Parties irrevocably consent to the exclusive jurisdiction and venue of any such court, and waive any argument that such venue is not appropriate or convenient.

6) *Assignments*. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of the other Party; except that Fox may, without such consent, assign all such rights and obligations to its parent company, or any affiliate or subsidiary of Fox or in which the parent company has an ownership interest and either Party may assign all of its rights and obligations to another entity in connection with a merger, reorganization or sale of all or substantially all of the assets of such Party.

7) *Survival*. The provisions of the Agreement which by their nature would ordinarily be expected to survive termination of the Agreement (including without limitation all indemnity, representations and warranties, payment and confidentiality terms hereof) shall survive the execution, delivery, suspension or termination of the Agreement or any provision hereof.

8) *Entire Agreement; Waiver; Amendments.* This Agreement and any exhibits and schedules attached hereto, contains the full and complete understanding between the Parties hereto regarding the subject matter hereof and supersedes and abrogates all prior agreements and understandings, whether written or oral, pertaining thereto, other than the ClubWPT Agreement and the Season 9-11 Agreement, each as modified herein, and cannot be modified except by a written instrument signed by each Party hereto. No waiver of any term or condition of the Agreement shall be construed as a waiver of any other term or condition; nor shall any waiver of any default under the Agreement be construed as a waiver of any other default.

9) *Construction*. The Parties have participated jointly in the negotiation and drafting of the Agreement. In the event an ambiguity or question of intent or interpretation arises, the Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of the Agreement.

10) *Counterparts; Facsimile*. This Agreement may be signed and accepted in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile and facsimile signatures shall be treated as original signatures for all applicable purposes.

11) *No Third Party Beneficiaries*. This Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their permitted successors and assigns, and only in accordance with the express terms of the Agreement.

**ACKNOWLEDGED AND AGREED**, as of the Effective Date of this Agreement specified above.

| | |
|---|---|
| WPT ENTERPRISES, INC. | NATIONAL SPORTS PROGRAMMING<br>owner and operator of the Fox Sports Net<br>programming service |
| By:_____ | By: _____ |
| Title: President | Title: _____ |
| Date: _____ | Date: _____ |

**EXHIBIT A**

TERMS FOR PRODUCTION AND DISTRIBUTION OF WORLD POKER TOUR PROGRAMMING

The following terms (the "WPT Terms") and the attached Standard Terms & Conditions (the "STC", and together with the WPT Terms, the "Series Agreement") set forth the agreement between WPTE and Fox, regarding the Tour Series and the SHR Series. The WPT Terms must be interpreted in conjunction with the STC and is incomplete in isolation.

1) *Tour Series*: In each Tour Season WPTE will supply to Fox a minimum of twenty-six (26) and a maximum of fifty-two (52) fully produced and broadcast quality sixty (60) minute (between forty-two minutes twenty-one seconds (42:21) and forty-four minutes twenty-one seconds (44:21) of content as determined by Fox) episodes of the Tour Series (the "Tour Episodes") based on a 12-month Tour Season; provided that for Tour Season 12, the minimum number of Tour Episodes shall be 39 and the maximum number of Tour Episodes shall be 83 to reflect a pro rata increase based on Tour Season 12's longer duration. If WPTE elects to supply less than the maximum number of new Tour Episodes in any Tour Season, in weeks during which WPTE is not providing new Tour Episodes WPTE may, upon reasonable prior notice, select previously aired episodes from such Tour Season (the "Second-Run Tour Episodes") to be aired by Fox as if they were new Tour Episodes for the purposes of Sections 4, 5 and 6 below (i.e., such Second-Run Tour Episodes will receive the Ad Time (defined in Section 4 below) and be subject to the clearance requirements of Sections 5 and 6 below). The Tour Episodes will highlight action from the events of the applicable Tour Season of the World Poker Tour ("Tour Events") presented by WPTE.

   *SHR Series*: In SHR Season 1, WPTE will supply to Fox sixteen (16) fully produced and broadcast quality sixty (60) minute (between forty-two minutes twenty-one seconds (42:21) and forty-four minutes twenty-one seconds (44:21) of content as determined by Fox) episodes of the SHR Series (the "SHR Episodes" and together with Tour Episodes, "Episodes"). In each of SHR Season 2 and SHR Season 3, WPTE will supply to Fox twenty (20) SHR Episodes. If WPTE desires to supply more than number of new SHR Episodes set forth herein during any SHR Season, Fox and WPTE agree to discuss in good faith increasing the number of new SHR Episodes and any financial amendments related thereto. The SHR Episodes will highlight action from the events of the applicable SHR Season of the World Poker Tour's Super High Roller Tour ("SHR Events" and together with Tour Events, "Events") presented by WPTE. In addition, Fox and WPTE will coordinate to telecast the final table to the SHR Event taking place on or about August 24, 2013 (the "August 2013 SHR Event") on Fuel, the timing of which shall be subject to Fox's scheduling concerns and Fox and WPTE will discuss in good faith the live telecast on Fuel of each subsequent SHR Event's final table, for avoidance of doubt, WPTE would remain responsible for the production and delivery of such live telecasts and neither Fox nor WPTE shall have an obligation in connection therewith (other than for the August 2014 SHR Event) other than engaging in such good faith discussions.

   As required for the production and delivery of all Episodes, WPTE will be responsible and pay for all associated costs and shall provide the production staff and all other personnel, facilities and services. Nothing in this Agreement shall restrict WPTE from the production or unrestricted exploitation of World Poker Tour events and programs other than the Events and the Episodes provided for under this Agreement and FSN acknowledges that such other programs are likely to be broadcast on other networks during the Term of this Agreement subject to any restrictions set forth in this Agreement.

2) WPTE will submit each Episode in accordance with the requirements of the STC for approval at least ten (10) days prior to such Episode's first Telecast date as scheduled by Fox (the "Approval Schedule"). Each Episode will be of consistent quality with the Tour Episodes produced by WPTE and distributed during the 2011 Tour season, provided Fox acknowledges that there will be certain changes to the presentation of the Episodes and the SHR Episodes shall include a new, modern set, different uses of hosts and commentators, differences in music, and differences in story presentation, including, but not limited to, greater focus on player profiles, prize amounts and each SHR Event's location.

3) WPTE will submit each approved Episode at least five (5) business days prior to such Episode's first Telecast date in accordance with the requirements of the STC (the "Delivery Schedule").

4) For each Episode, WPTE will receive eight (8) thirty-second (:30) units of commercial inventory (the "Ad Time") in the applicable Required Telecasts (as such term is defined in Section 6 below) and, if Fox schedules a rerun of such Season's Episodes, then in any clearances that occur within seven (7) days of the first rerun of such Episode. WPTE shall have the sole right to include billboards, in-show sponsorships and entitlements in each Episode ("Integrations") and to retain all revenues from such Integrations. The Ad Time and Integrations are subject to the terms of the Agreement including the STC. ClubWPT.com shall receive Poker E-Gaming (as defined below) category exclusivity for all commercial inventory and Integrations appearing within the Episodes (i.e., no other Poker E-Gaming advertiser or sponsor shall appear within an Episode or such Episode's commercial inventory, whether controlled by WPTE or Fox), except that Incidental Appearances (as defined below) may appear within the Episodes. For purposes of this Agreement, "Poker E-Gaming" shall mean all play-for-money, membership, tutorial and play-for-free poker websites. Fox acknowledges that certain .net poker tutorial websites ("Tutorial Sites") may appear incidentally in Episodes as a result of patches and hats worn by players, promotional acknowledgements in the credits, background signage not controlled by WPTE (if any), announcers' descriptions of where players came from, and other appearances approved by Fox in its reasonable discretion, so long as neither WPTE nor any WPTE affiliate receives direct or indirect compensation for such incidental appearance ("Incidental Appearances"); provided, however, all Incidental Appearances shall be subject to the terms of the STC including, without limitation, Fox's approval rights set forth in Section 1, Section 2 and Section 7 of the STC. Notwithstanding Fox's approval rights set forth in Section 1, Section 2 and Section 7 of the STC, Fox shall not use such approval rights to extract commercial benefit for itself (e.g., refuse to approve an Incidental Appearance unless an entity purchases ad time on the network). Fox further acknowledges and agrees that in the event that the Fox Guidelines (as defined in Section 1 of the STC), requirements or policies change so as to preclude ClubWPT.com Ad Time and Integrations or all Incidental Appearances as currently contemplated under this Agreement, Fox's exclusive rights to each Tour Episode during such Episode's Broadcast Period (as defined in Section 8) shall become non-exclusive rights. WPTE shall use at least two (2) of WPTE's eight (8) units of Ad Time in each Episode to advertise ClubWPT.com. Without limiting the foregoing, WPTE agrees that no Episode or unit of Ad Time, including promotions of ClubWPT.com and Incidental Appearances, shall:

a. Contain any reference, whether written or otherwise, to any entity, party or website (including, without limitation, any WPTE owned, controlled, affiliated and/or operated website or any website owned by any parent or affiliated entity of WPTE or under common control with WPTE or any third party website) that aids, abets, facilitates, promotes, provides an advertisement for and/or enables any form of wagering/gambling in the Territory (as defined below) or conducts or facilitates any activity that is in violation of any United States Federal, state or local law, rule or regulation;
b. Include or reference any website that aids, abets, facilitates, promotes, provides an advertisement for or otherwise enables any wagering/gambling activities or "links," directly or indirectly, to or otherwise directs a viewer to any other website that enables wagering/gambling activities in the Territory; or
c. Aid, abet, facilitate, promote or otherwise enable any wagering/gambling activities (e.g., by making any references to any online wagering/gambling site or by providing a telephone number to a wagering/gambling business, etc.);

provided, however; if (a) WPTE desires to promote a WPTE-affiliated legalized online real money gaming ("RMG") site that has been licensed by the applicable state or federal government agency to conduct such business and is otherwise in compliance with all applicable laws and regulations, and (b) such promotion is not prevented by Fox policy (which promotion shall be deemed in accord with Fox policy to the extent Fox is nationally (i.e., on FS1, Fuel or the nationally controlled portion of the FSN service but not including inventory controlled by distributors of multi-channel programming services ("MVPDs")) distributing commercial inventory advertising a RMG site or nationally distributing programs sponsored by a RMG site but not including incidental appearances of an RMG site for which Fox does not receive direct or indirect compensation such as branding on a race car in a race being televised by Fox or non-Fox signage in a venue hosting an event being televised by Fox), then WPTE shall provide Fox with notice of such desire. Within 15 days of receipt of such notice, Fox shall notify WPTE whether WPTE can include such RMG promotion in the Tour Series and SHR Series. If Fox rejects WPTE's request to include such RMG promotions then WPTE shall have the right to immediately terminate this Agreement subject to Fox's rights to fulfill any scheduled airings of Episodes in the 14 days following such termination. If Fox accepts WPTE's request to include such RMG promotions then WPTE shall be allowed to promote such company-affiliated RMG site in show call outs (e.g., "go to ClubWPT or WPTpoker.com where applicable/offered with Code XYZ") and/or in its ad inventory, provided both (i) the integration of such promotion into the programming shall comply with Fox telecast standards and practices requirements (e.g., state "where applicable" and other appropriate disclosures, if any); and (ii) Fox and WPTE agree upon the economic consideration payable to Fox which the parties shall negotiate in good faith. Fox agrees that if Fox changes its policy to allow Fox to nationally distribute commercial inventory advertising a RMG site or nationally distribute programs sponsored by a RMG site, then Fox shall provide WPTE with notice no later than five (5) days following the date such policy change goes into effect.

5) *Tour Series*: Fox shall clear each Tour Episode in accordance with the terms of the STC as follows: (a) a main telecast (the "Main Tour Telecast") on Fuel between 7:00 PM and 11:00 PM (EST); and (b) a second telecast on Fuel within seven (7) days of the Main Tour Telecast (the "Second Tour Telecast"). In addition, Fox will use commercially reasonable efforts to clear each Tour Episode in accordance with the terms of the STC as follows: (i) a telecast on FSN Sunday at 8:00 PM (local time), a telecast on FSN Sunday at 11:00 PM (local time), and a telecast on FSN Wednesday at 11:00 PM (local time) within seven (7) days of the Main Tour Telecast (the "FSN Tour Telecasts"); and (ii) three (3) additional clearances on FSN within seven (7) days of the Main Tour Telecast (the "Additional FSN Tour Telecasts" and together with the Main Tour Telecast, the Second Tour Telecast and the FSN Tour Telecasts, (the "Required Tour Telecasts"); provided, however, if Fox changes FSN's late night week day programming strategy then Fox shall have the right to shift the 11:00 PM FSN Tour Telecasts to midnight (local time). In addition, during each Tour Season, Fox will telecast at least two "marathons" of Tour Episodes ("Tour Marathons") consistent with World Poker Tour episode marathons telecast on FSN in the past. At least one Tour Marathon shall be telecast on FSN and the other Tour Marathon(s) may be telecast on FSN, FS1 or Fuel. Without limiting Fox's rights set forth herein, Fox shall have the right, but not the obligation, to air Tour Episodes on FS1 and, subject to WPTE's agreement which shall not be unreasonably withheld, the telecast of a Tour Episode on FS1 may be substituted for a comparable Required Tour Telecast.

*SHR Series*: Fox shall clear each SHR Episode in accordance with the terms of the STC as follows: (a) a main telecast (the "Main SHR Telecast") on FS1 between 7:00 PM and 11:00 PM (EST) that, for each SHR Season, is at a consistent time and on a consistent day of the week as specified in a notice from Fox to WPTE sent at least 90 days prior to the Main SHR Telecast of the first SHR Episode of the applicable SHR Season; (b) a second telecast on FS1 within seven (7) days of the Main SHR Telecast; (c) a telecast on Fuel within seven (7) days of the Main SHR Telecast; and (d) a telecast on FS1 after the initial run of the entire SHR Season has been completed on the same day of the week and timeslot as the Main SHR Telecasts during the same SHR Season unless a change in FS1's programming strategy requires such second run be moved to a different consistent time between 7:00 PM and 11:00 PM (EST) on a consistent day of the week, such second run to be telecast regardless of whether or not the term of such SHR Season has ended (collectively, the "Required SHR Telecasts" and together with the Required Tour Telecasts, the "Required Telecasts"). In addition, during SHR Season 2, Fox will air at least two cycles of SHR Season 1 Episodes on Fuel and during SHR Season 3, Fox will air at least two cycles of SHR Season 2 Episodes on Fuel.

Fox represents and warrants that as of the Effective Date, it intends, prior to February 1, 2014, to launch a general multi-sport programming service which, Fox and WPTE agree, shall have the rights and responsibilities of Fuel set forth herein.

6) Fox will use commercially reasonable efforts to clear the FSN Tour Telecasts of each Tour Episode in a minimum of 50 million homes (the "FSN Tour Clearance Threshold") in accordance with the terms of the STC. In addition, Fox will use commercially reasonable efforts to clear the Additional FSN Tour Telecasts of each Episode, in the aggregate (i.e., cumulating the clearances for all three Additional Telecasts), in the FSN Tour Clearance Threshold in accordance with the terms of the STC. As used in this Agreement, "commercially reasonable efforts" shall not mean that Fox is relieved of its clearance or time placement obligations to WPTE in order to take commercial advantage of the clearance and time slots anticipated for airing of the Tour Episodes (e.g., deal shopping).

7) Distribution Fee: WPTE will pay FSN a distribution fee of $1,000,000 for each of the periods from February 1, 2014 through January 31, 2015 ("Year 1"), February 1, 2015 through January 31, 2016 ("Year 2") and February 1, 2016 through January 31, 2017 ("Year 3", and together with Year 1 and Year 2, each a "Payment Year" and collectively, the "Payment Years") and a distribution fee of $580,000 for the period of February 1, 2017 through August 31, 2017 (the "Stub Year") (such payments, collectively, the "Distribution Fee"). The Distribution Fee for each Payment Year shall be paid in five escalating installments as follows: $100,000 on May 15 of the applicable Payment Year, $150,000 on August 15 of the applicable Payment Year, $250,000 on November 15 of the applicable Payment Year, $250,000 on February 15 immediately following the applicable Payment Year and $250,000 on April 15 immediately following the applicable Payment Year. The Distribution Fee for the Stub Year shall be paid in four installments as follows: $100,000 on May 15, 2017, $150,000 on August 15, 2017, $250,000 on November 15, 2017 and $80,000 on February 15, 2018. All payments shall be in accordance with the requirements of the STC.

ClubWPT Payment Offset: WPTE shall have the right to apply ClubWPT Payments (as defined below) attributable to months in the applicable Payment Year or the Stub Year towards payment of the Distribution Fee for such Payment Year or the Stub Year, as applicable. If the Distribution Fee due and payable is greater than the ClubWPT Payments available to be applied then WPTE shall be required to pay FSN the difference (the "Balance Payment"), provided, WPTE shall have the right to retain subsequent ClubWPT Payments attributable to months in the applicable Payment Year or the Stub Year to the extent WPTE has made Balance Payments. For example, if in Year 1 WPTE has made $50,000 in ClubWPT Payments at the time the first payment of $100,000 comes due, WPTE shall only be required to pay a Balance Payment of $50,000 and WPTE shall be entitled to deduct the Balance Payment from WPTE's payment of the next ClubWPT Payment. For avoidance of doubt, WPTE cannot carry-forward ClubWPT Payments or Balance Payments from one Payment Year to the next Payment Year or the Stub Year, provided, however, that FSN acknowledges that ClubWPT Payments for a given month are made in the following months pursuant to Section 10 of the ClubWPT Agreement and therefore ClubWPT Payments for some months in a Payment Year or the Stub Year may be paid in the months following such Payment Year or the Stub Year, and such ClubWPT Payments shall be applied to the Distribution Fee for the recently completed Payment Year or the Stub Year, not the month in which such ClubWPT Payments are actually paid. For purposes of this Agreement, "ClubWPT Payments" shall mean payments of the Fee (as such term is used in the ClubWPT Agreement) made by WPTE pursuant to Section 10 of the ClubWPT Agreement.

WPTE Credit: WPTE shall receive a credit (the "Credit") against its obligation to make ClubWPT Payments (including those applied against the Distribution Fee) on February 1st of each of 2014, 2015 and 2016 in consideration of WPTE's ongoing improvements and maintenance of the ClubWPT business; provided, however, if WPTE fails to deliver any full SHR Season of SHR Episodes then the credit received at the beginning of the applicable SHR Season shall be retroactively reduced to proportionally reflect only the delivered SHR Episodes. The Credit for February 1, 2014 shall be in an amount equal to 45% of Net Other Club Revenue (as defined in the ClubWPT Agreement) derived from the sale of virtual goods during SHR Season 1 but in no event (a) shall such credit be less than $100,000 or (b) shall such credit be more than 45% of the Virtual Good Initial Development Cost (as defined below) (i.e., $202,500). Such Credit for February 1, 2014 may be applied based on WPTE's good faith projections for Net Other Club Revenue derived from the sale of virtual goods during SHR Season 1 but shall be retroactively adjusted at the conclusion of SHR Season 1 to reflect any differences in actual performance compared to such projections. The Credit for each of February 1, 2015 and February 1, 2016 shall be $100,000. For purposes of this Agreement, "Virtual Good Initial Development Cost" is WPTE's initial cost of developing the virtual good offering for ClubWPT.com which WPTE represents is $450,000.

8) Fox is hereby granted the following Telecast (as defined in the STC) rights:

Exclusive rights to each Tour Episode in the United States and its territories, possessions, commonwealths and military installations (the "Territory"), from the period beginning the Effective Date and ending on the earlier of (a) the one year anniversary of the Main Telecast of such Episode on the Fox programming service, and (b) the date fifteen (15) months after WPTE's delivery of such approved Episode to Fox (the "Tour Broadcast Period"). WPTE shall not Telecast, and shall not permit any third party to Telecast, any Tour Episode in the Territory at the same time as the regularly scheduled Main Tour Telecast, the Second Tour Telecast and the Sunday 8:00 PM FSN Tour Telecast of any Tour Episode as such schedule exists at the time WPTE enters into an agreement with a third party to Telecast any Tour Episode.

Exclusive rights to each SHR Episode in the Territory, from the period beginning the Effective Date and ending at the conclusion of SHR Season 3; provided, however, Fox's rights to SHR Season 1 shall expire at the conclusion of SHR Season 2 (the "SHR Broadcast Period" and together with the Tour Broadcast Period, "Broadcast Period"). WPTE shall not Telecast, and shall not permit any third party to Telecast, any SHR Episode in the Territory at the same time as any of the regularly scheduled airings of any SHR Episode described in items (a)-(c) for the SHR Series in Section 5 of the WPT Terms as such schedule exists at the time WPTE enters into an agreement with a third party to Telecast any SHR Episode.

Notwithstanding anything in this Agreement to the contrary, WPTE shall have the right to distribute separate and distinct Spanish-language productions (i.e., unique footage and not just dubs of the Episodes into Spanish) of action from the Events from a Season in the Territory via Telecast and otherwise beginning two (2) weeks after Fox's debut Telecast of the final Episode of such Season. WPTE shall have the right to distribute each Tour Episode once on Sundays via Telecast and otherwise on the Fox Broadcasting Company affiliated stations during the Tour Broadcast Period in the following territories: New York City, Philadelphia, Chicago, Boston and Mid-Atlantic (Washington D.C.) (each a "Fox Broadcast Territory") as long as Fox is able to obtain authorization for such distribution right from its non-owned and operated FSN affiliate in the relevant Fox Broadcast Territory. Fox agrees to use commercially reasonable efforts to obtain such authorization from its non-owned and operated affiliates. In the event that any non-owned and operated FSN affiliate that receives the right to Telecast Tour Episodes from Fox fails to air the Tour Episodes an average of three (3) times per week over any four (4) week period (a "Non-Compliant RSN"), WPTE shall have the right to revoke such Non-Compliant RSN's right to Telecast Tour Episodes if WPTE is able to directly secure clearance obligations for Tour Episodes on another regional network within such Non-Compliant RSN's territory that exceeds the clearance (i.e., more airings) being provided by the Non-Compliant RSN; provided that carriage on such replacement regional network shall be included in Fox's obligation to meet the FSN Tour Clearance Threshold.

In addition to Fox's Telecast rights, Fox shall have the exclusive right to distribute Episodes during such Episode's Broadcast Period in all digital media including, without limitation, online streaming, on-demand, and mobile application distribution on digital platforms owned and operated by Fox or any MVPD distributing the applicable linear network; provided that Fox shall use commercially reasonable efforts to ensure that such digital distribution is limited to the Territory and that Fox's obligation to include the Ad Time in such digital distribution shall be relieved to the extent advertising inventory is limited or not performed or controlled by Fox. Notwithstanding the foregoing, Fox's exclusivity shall be subject to WPTE's right to offer Episodes to ClubWPT subscribers on ClubWPT digital platforms at any time seven (7) days after the initial distribution of such Episode on Fox. Fox may also distribute portions of the Episodes not to exceed two (2) minutes for any single clip or three (3) minutes in the aggregate from any Episode online without territorial restriction solely for purposes of promoting Fox's distribution of the Episodes on FSN, FS1, Fuel and Fox's digital platforms.

WPTE reserves all rights not granted to Fox herein within and outside the Territory. Nothing herein shall prevent WPTE from providing live online coverage or live online streaming of the Events. In addition, WPTE may also distribute portions of the Episodes not to exceed two (2) minutes for any single clip or three (3) minutes in the aggregate from any Episode online without territorial restriction solely for purposes of promoting WPTE, the Tour Events or the SHR Events.

9) Fox shall have the right to use footage from Episodes not to exceed two (2) minutes for any single clip or three (3) minutes in the aggregate from any Episode (which may be increased by email confirmation from WPTE) for use in Fox Sports Media Group's other sports and entertainment programming (e.g., editing and repackaging the footage from an Event for use in sports magazine-style programming) without territorial restriction.

10) Fox will provide promotion for the Tour Series and SHR Series on FSN, FS1 and Fuel in national commercial inventory promoting the Series and ClubWPT.com (the "Promotional Ads") with an annual average value of at least $1,500,000 (based on Fox's rate card for such networks) during each twelve-month period between February 1, 2014 and August 31, 2017, prorated for partial twelve-month periods and with a minimum annual value of at least $1,000,000 during each such full twelve-month period, the allocation of such media to be determined by Fox in its sole discretion. WPTE shall be responsible for producing and delivering the Promotional Ads to Fox. The Parties will mutually agree upon the allocation of the Promotional Ads between the Series and ClubWPT.com.

11) Fox must provide WPTE on a weekly basis available ratings information for the Telecasts of each Tour Episode. Fox must provide WPTE with overnight ratings information for the Telecasts of each SHR Episode.

12) The parties shall negotiate for future rights to the Series during the period from December 15, 2016 to February 15, 2017 (the "Negotiation Period") in accordance with the requirements of the STC.

STANDARD TERMS & CONDITIONS

WPTE agrees to produce and license to Fox all rights and furnish all services in connection with the Series as described in the Agreement of which this STC forms a part. Defined Terms not defined in this STC shall have the meaning set forth in the WPT Terms.

1 . PRODUCTION. WPTE will produce and deliver, at its sole cost, each Episode to Fox, complete and suitable for broadcasting. Each Episode will conform to all Fox approvals, as set forth below, and to all applicable Fox creative, format, commercial and technical standards and guidelines including those set forth in the Fox Supplier Information Booklet provided by Fox to WPTE, as may be revised from time to time (collectively, "Fox Guidelines"). At all times, Fox has the right of prior approval over all key elements of each Episode, including, without limitation, approval over: content; video; audio; graphic elements; special effects; talent; format; title; music; sequence; size and placement of program credits; and the dismissal or replacement of any key element. Furthermore, all drop-ins, promos, sponsorship elements, commercial mentions and/or product placements within any Episodes are subject to Fox prior written approval. Fox will exercise its right of approval in a good faith manner and consistent with similar network programming. WPTE will provide access to and information about the production of the Episodes to the Fox programming executive designated to oversee the production of the Episodes ("Programming Executive"). The Episodes, as supplied by WPTE, will not constitute infomercial programming nor contain any infomercials within such Episodes. WPTE may not alter, edit, change or adjust any Fox-supplied graphics, if any, without prior written approval from Fox. At the request of WPTE, Fox may also provide, in its discretion, music, special effects and Fox microphone flags. Fox retains all ownership rights to such materials and elements, including, but not limited to, all copyrights and trademarks. WPTE will not use any material or elements provided by Fox in any way or for any purpose other than as authorized by Fox. Fox has the unlimited right to edit, augment and otherwise adapt the Episodes solely for format purposes and as otherwise provided herein, subject to the rights granted to WPTE herein to have included in the Episodes WPTE-designated Ad Time. WPTE will provide closed-captioned text on line 21 of each Episode, as required by Federal law.

2. APPROVAL . WPTE shall submit each Episode, including all Ad Time to be included by WPTE as set forth in Section 7 of this STC, for review and approval, on DVD, to the Fox Programming Department at 10201 W. Pico Blvd., Building 103, Suite 4252, Los Angeles, CA 90035, no later than as required in the Approval Schedule. Fox shall examine each of the delivered Episodes to determine if each complies with all applicable Fox Guidelines. In the event Fox determines, in its sole discretion, that any Episode does not meet the Fox Guidelines in any respect, Fox shall, without waiver of any other remedy, have the right, in its sole discretion, to: (i) refuse to broadcast such Episode; (ii) inform WPTE of any and all deficiencies in detail, and, if time permits, WPTE shall rectify such problems at WPTE's sole cost and resubmit for Fox's approval, within the time advised by Fox, an acceptable revised Episode complying with Fox's requested changes; or (iii) if WPTE has been afforded the opportunity to correct problems as set forth in (ii) above and has failed to do so or if time constraints do not allow enough time for WPTE to attempt to correct such problems, then Fox may attempt to correct the problem and bill WPTE for any reasonable costs incurred in connection with any such attempt and/or correction, such costs to be reimbursed by WPTE within fourteen (14) days of receipt of an appropriate invoice. All costs of delivering the Episodes to Fox in the required form and at the specified location shall be the sole cost and expense of WPTE. Any use by WPTE of the Fox logo in connection with any Episode or any use of the Fox name in connection with any publicity or marketing of the Series including, without limitation, for all press releases, must receive Fox prior approval. Notwithstanding Fox's approvals at its "sole discretion" where indicated, Fox acknowledges and agrees that all approvals shall be made in good faith and in a manner consistent with general policy applied to similar network programming.

3 . DELIVERY. Once approved by Fox, WPTE shall deliver each approved Episode to Fox at FS1 Media Center, 10201 W. Pico Boulevard. Building 101, Room 105, Los Angeles, California 90064, Attention: Adriana Becerra on Beta SP (via Federal Express or other overnight delivery service) or satellite feed - NTSC (as requested by Fox) with an accompanying email toFDMediaCenter@fox.com no later than as set forth in the Delivery Schedule. Upon Fox's request, WPTE will concurrently deliver a DVD copy of each Episode to the Programming Executive. WPTE acknowledges that Fox will permanently retain all Episode tapes and copies of satellite feeds delivered by WPTE in the Fox library vaults. WPTE will deliver, along with the delivery of each Episode, the Fox standard delivery requirements delineated in the Fox Guidelines. Such delivery requirements will include, without limitation, title elements, music cue sheets, and all promotional material required by Fox.

4 . EXPENSES AND CLEARANCES. WPTE is solely responsible for all costs and expenses related to every Episode including, but not limited to: (i) all costs for materials, sponsored elements, the production staff, the personnel, the facilities, the services and all other costs required to produce each Episode; (ii) all necessary fees payable to any participants or owners of footage used within any Episode; (iii) all releases for the use of the names, likenesses, trademarks, service marks or other intellectual property of the individuals, entities and Events depicted in the Episodes; (iv) acquiring the necessary exclusive rights and licenses for production and distribution of the Episodes; and (v) obtaining all necessary rights, underlying rights, and all music licenses (including without limitation any and all master recording and synchronization rights) for music contained within the Episodes. Fox shall not be obligated to make any payment to WPTE or anyone else related to any Episode, its underlying material or on account of Fox's exploitation of the Episodes as permitted herein.

5. RIGHTS. Fox's rights to the Episodes within the Territory during the applicable Broadcast Period shall be to distribute, transmit, exhibit, license, advertise, duplicate, promote, perform, telecast and otherwise exploit, and to permit the distribution and other exploitation of, each Episode

and its constituent elements, by all means of Telecast (as defined below) on the Fox programming services, without limitation as to the number of exhibitions and uses unless specified in the Agreement. "Telecast" shall mean any means of distribution on a "linear programming service" via standard or non-standard television technology, whether presently existing or hereafter developed, including, without limitation, via free over-the-air television, basic, tier and/or premium cable distribution, direct broadcast satellite television ("DBS"), subscription television ("STV"), multi-point distribution systems ("MDS"), multiple multi-point distribution systems ("MMDS"), local multi-point distribution systems ("LMDS"), satellite master antennae television systems ("SMATV"), open video system ("OVS"), television receive-only ("TVRO"), closed circuit television, and, to the extent similar to the cable distribution business model of the Fox programming service, interactive TV, airline, cruise ships, restaurant and hotel/motel distribution, narrow and broadband services, video dial tone, and via Fox Sports Net's video programming service currently known as "Fox Deportes" (or any successor network), and by any manner or system of payment. The foregoing shall include, without limitation, Fox's right to Telecast Episodes, from time to time, as filler programming (an Episode Telecast in less than its entirety (but not re-edited)); provided, however, any cost or expense incurred in connection with such Episode modification or re-purposing shall be assumed by Fox. In connection with filler programming, Fox shall have no obligation to WPTE with regard to Ad Time. The exclusivity, if any, granted to Fox herein shall preclude WPTE from licensing or otherwise granting to any person, corporation, partnership, or other entity, any right to Telecast any Episode, portion thereof or any specific Event featured in an Episode, within the Territory during the applicable Broadcast Period, except as may be specifically set forth in the Agreement. Fox, its assignees and affiliates, shall have the right, without any payment, and may grant others the right, to reproduce, print, publish or disseminate in all manners and media now known or subsequently developed without regard to territory limitations, promotion for the Series, the name, likeness, voice and biographical information concerning each person appearing in or connected with the Series, brief portions of Episodes, as well as the names, logos, trademarks and other identities of WPTE, and of any other entities associated with WPTE to advertise, promote, publicize and distribute the Series and Fox's exploitation thereof, as well as to advertise, promote and publicize Fox's programming services, but not as a direct endorsement of any other product or services; provided, however, should WPTE be subject to any restrictions in connection with the use of specific materials (e.g., images to which WPTE does not have promotional usage rights), Fox will observe such restrictions provided it receives reasonable advance written notice thereof. WPTE, at Fox's request, will deliver at no charge existing slides, photos and other publicity and promotional materials reasonably available to or under the control of WPTE. Except as set forth in Section 1 of the STC with respect to Fox materials and elements and subject to the rights granted in this Agreement, the Episodes, including all elements thereof and rights contained therein, are and shall remain the exclusive property of WPTE under United States copyright, trademark and all other applicable laws and any rights not granted herein shall be reserved by WPTE.

6 . DISTRIBUTION. Fox shall use commercially reasonable efforts to Telecast the FSN Tour Telecasts and, in the aggregate, the Additional FSN Tour Telecasts, of each Episode in the FSN Tour Clearance Threshold on regional sports networks carrying FSN programming ("Regionals"). Fox shall use commercially reasonable efforts to clear the Required Telecasts during the applicable telecast timeslots, if any. If Fox does not achieve the FSN Tour Clearance Threshold, then Fox shall use commercially reasonable efforts to provide additional Telecasts for the particular Tour Episode within seven days of the originally scheduled Telecast for such Tour Episode at no charge to WPTE until the FSN Tour Clearance Threshold is met and, if such Telecast that did not achieve the FSN Tour Clearance Threshold was required to be cleared during a particular timeslot, then Fox shall use commercially reasonable efforts to provide such additional Telecasts during a time period similar to such timeslot or as close to such timeslot as reasonably practicable. The Required Telecasts schedule may be preempted by exceptional, non-recurring programming commitments imposed by third parties that are part of broader high priority programming packages of the applicable Fox network, or live event programming. If the Main Tour Telecast or a Required SHR Telecast is preempted, Fox shall use commercially reasonable efforts to provide additional Telecasts of such Episode during a time period similar to or as close to the Main Tour Telecast timeslot or the Required SHR Telecast timeslot as the case may be for the particular preempted Episode within seven days of the originally scheduled Telecast for such Episode at no charge to WPTE. Fox has the right to replay each Episode on the Regionals, FS1 and/or Fuel at various times without restriction as to the number of airings.

7. SPONSORSHIP/ADVERTISING INVENTORY. In consideration of all rights and duties granted in this Agreement, WPTE will receive the Ad Time in the Telecast of each Episode for the promotion of ClubWPT.com and products and services of advertisers solicited by WPTE. All solicitations and sales proposed by WPTE of Ad Time and the content of all Integrations, Incidental Appearances, Promotional Ads commercials, billboards, features, signage and promotions (including, without limitation, ClubWPT.com advertising and signage, banners, mentions, and other promotion that WPTE is permitted to insert in any Episode (*e.g.*, on persons' bodies featured in the Episodes, hats, clothing, in the site background, etc.)) are subject to (i) Federal Communications Commission regulations and all other applicable federal and state regulations, (ii) News Corporation and Fox advertising regulations, telecast standards and practices policies, and (iii) Fox's prior approval, which shall be exercised in a good faith manner and consistent with similar network programming. WPTE is prohibited from including within the Episodes any tobacco advertising. Unless otherwise set forth in this Agreement, WPTE may not include within the Episodes or the Ad Time (1) any hard liquor/spirits/distilled beverages advertising or promotion, (2) any casino, sports book, online gambling, lottery or any other gambling advertising or promotion or any poker or other casino, gaming or gambling tutorial advertising or promotion, other than Fox-approved Integrations for the casino hosting each Event, (3) any advertisements or promotions that may constitute "calls to action" for cable or satellite subscribers to demand carriage of any programming

service from their cable operator or satellite provider, (4) any advertisements or promotions for any cable or broadcast entity, including, without limitation, ABC, TNT, CSTV, ESPN, ESPN2, ESPN.com, or ESPN Radio, or any affiliated entities, or (5) any per inquiry and/or direct response spots, without Fox's prior written approval, which Fox may withhold in its sole discretion. Fox agrees that as of the Effective Date, casino Integrations that are similar to the casino Integrations contained in Season 8 of the Series are deemed Fox-approved Integrations. All WPTE-proposed Integrations, advertisements, sponsors, promotions, billboards and features for inclusion within any Episode must be submitted in writing to and approved in writing by Fox in a timely manner prior to the first Telecast of such Episode. To ensure inclusion within the Episodes, all WPTE advertisements must (A) satisfy Fox's technical delivery requirements delineated in the Fox Guidelines, (B) be delivered in position on the master Beta SP tapes delivered to Fox for Telecast with full program audio on channels 1 and 2, unless an alternative video/audio source is agreed to by Fox and WPTE, and (C) consist of an assortment of commercial advertisements appropriate for the number of spots to be aired. In the event that WPTE advertisements are not properly delivered in a timely manner (unless due to Fox's negligence (e.g., untimely approvals)), Fox shall have no obligation to Telecast such advertisements. WPTE must fill all the Ad Time. WPTE may not authorize any third party to sell any Ad Time without Fox's prior written approval, such approval not to be unreasonably withheld, although Fox acknowledges that WPTE may hire an agent to approach sponsors about purchasing the Ad Time. WPTE shall communicate to Fox those commercial sponsors sold so as to avoid any duplication in the sales effort.

8 . . PAYMENT. Except to the extent offset by ClubWPT Payments, the Distribution Fee shall be remitted to the following location, with written notice of payment faxed to Fox, attention Josh Oakley (fax no. (310) 969-8153), on the date of payment:

National Sports Programming
File #55434
Los Angeles, CA 90012

Fox must receive payment of the Distribution Fee pursuant to the dates set forth in the Agreement regardless of the date WPTE receives an invoice from Fox. If any payment of the Distribution Fee is not received on or before the specified due date, Fox may elect to suspend future Telecasts of any and all Episodes.

9 . RIGHT OF NEGOTIATION. During the Negotiation Period WPTE will negotiate in good faith with Fox for WPTE's grant of rights to episodes of the Series in the following year using commercially reasonable efforts to reach an agreement as soon as practicable. The obligations of WPTE under this Section will survive any termination of this Agreement by Fox as a result of a breach by WPTE. Nothing in this Section is meant to imply nor shall be construed to create an exclusive right of negotiation during the Negotiation Period.

10. REPRESENTATIONS AND WARRANTIES. WPTE acknowledges that Fox's rights in this Agreement are valuable and unique. WPTE represents, warrants and covenants to Fox that:

(i) (a) it has the full power and authority to make and perform this Agreement; (b) it has (or will have when the relevant programming is made available to Fox) the right to grant the license to distribute the Series, the Ad Time and the Promotional Ads purported to be granted in this Agreement; (c) the making or performance of this Agreement does not violate any of its agreements with any third party or any applicable law or court order; (d) the rights acquired by Fox, and its use of those rights, will not infringe on or violate any copyright, trademark, right of privacy, publicity or other literary or dramatic or any other right of any third party; (e) it will do nothing to interfere with or impair Fox's rights in this Agreement; and (f) it will provide to Fox upon request any documents (such as agreements with participants and sites) that confirm WPTE has obtained the necessary rights to perform this Agreement;

(ii) neither the Ad Time, the Promotional Ads, the Series nor any of the elements or material contained within specific Episodes thereof will: (a) infringe on or violate any person's or entity's right of privacy or publicity or other personal property right of any third party; (b) libel, slander or otherwise defame or disparage any third party, or violate any of their copyright, trademark, service mark or moral rights; or (c) violate any applicable law; and

(iii) WPTE will not grant any rights inconsistent with the rights granted to Fox by this Agreement.

Fox represents and warrants to WPTE that it has the right to enter into this Agreement and to perform all of its obligations hereunder.

11. INDEMNIFICATION.

(a) WPTE shall at all times indemnify, defend and hold harmless Fox, its partners and all affiliated companies thereof and their respective officers, directors, partners, shareholders, employees, agents and representatives from and against any claim, demand, liability or judgment, including reasonable attorneys' fees and court costs ("Claims") arising out of the breach of any representation, warranty or other obligation or provision of this Agreement or arising out of the use, distribution, licensing or sublicensing of the Series, the Promotional Ads or the Ad Time in accordance with this Agreement, arising out of the ClubWPT.com business and the promotion thereof, arising out of the content of the Series to the extent that such Claim is based upon alleged libel, slander, defamation, invasion of the right of privacy, or violation or infringement of copyright, literary or music rights or otherwise arising out of the content of the Series as furnished by WPTE to Fox. This indemnity shall survive termination of this Agreement.

(b) Fox shall at all times indemnify, defend and hold harmless WPTE, its partners and all affiliated companies thereof and their respective officers, directors, partners, shareholders, employees, agents and representatives from and against any Claim arising out of any breach of representation, warranty or other obligation or provision hereof, arising out of the use, distribution, licensing or sublicensing of the Series by Fox not in accordance with this Agreement, resulting from the editing or repackaging of footage from the Episodes pursuant to Section 9 or arising

out of any material added by Fox to the Series. This indemnity shall survive termination of this Agreement.

(c) A party seeking indemnification will give the indemnifying party prompt notice of any claim or litigation to which indemnity may apply. Failure to give such prompt notice will relieve the indemnifying party of its indemnification obligations to the extent that such failure has prejudiced the indemnifying party's defense of such claim or litigation. The indemnifying party shall have the right to assume and fully control the defense of any or all claims or litigation to which its indemnity applies. The indemnified party will cooperate fully (at the cost of the indemnifying party) with the indemnifying party in such defense and in the settlement of such claim or litigation.

(d) WPTE represents, warrants and covenants that it has or will secure prior to delivery of the initial Episode the following insurance: (i) Commercial General Liability: Such insurance shall be on an occurrence basis providing single limit coverage in an amount of not less than $1,000,000 per occurrence and shall include coverage for, but not limited to premises/operations, products/completed operations, contractual, independent contractors, broad form property damage, personal injury and fire legal liability. The policy shall not contain any intra-insured exclusion as between insured persons or organizations but shall include coverage for liability assumed under this Agreement as an "insured contract." The Certificate Holders (as defined below) shall be added as additional insureds and coverage shall be primary to and not contributory with any similar insurance carried by Certificate Holders; (ii) Umbrella/Excess Liability: Limits of liability of at least $4,000,000 per occurrence for a total limit of not less than $5,000,000 including primary commercial general liability; (iii) Worker's Compensation: Worker's compensation and employers liability insurance with a limit of liability for "Coverage B" of at least $1,000,000 each occurrence, covering all personnel employed either directly or by way of contract from any payroll service provider utilized. All statutory limits must be provided. Such policy of insurance shall contain a waiver of subrogation in favor of the Certificate Holders; and (iv) Errors & Omissions Liability: Limits of liability of at least $5,000,000 per occurrence and $5,000,000 annual aggregate for a period of three years with a deductible not to exceed $100,000 or such reasonable and customary deductible amounts to be approved by Fox. Such Errors & Omissions Liability insurance policy shall add the Certificate Holders as additional insureds. Such Errors & Omissions Liability insurance will respond to any claims arising from the production or exhibition of any Series episode including without limitation, liabilities for infringement or misappropriation of any persons intellectual property rights (including without limitation, copyright, trademarks, patents, trade secrets, know-how and other present and future property and/or proprietary rights of a similar nature), rights of publicity or rights of privacy, and false advertising. The insurance certificate should read as follows: Fox Sports Net, Inc., Fox Sports 1, LLC, Fox Entertainment Group, Inc., Twentieth Century Fox Film Corporation, News America, Inc., Fox Broadcasting Co., Twentieth Century Fox Home Entertainment, their parents, divisions, subsidiaries, affiliated companies, officers, directors, and employees (collectively, the "Certificate Holders") are included as additional insureds. All insurance required above shall be with companies duly licensed to transact business in California, and maintaining during the policy term a "general policy holders rating" of at least an A or better, V, or such other rating, as may be required by Fox. No such policy shall be cancelable or subject to modification except after thirty (30) days prior written notice to Fox. A copy of the certificate of insurance may be faxed directly to the Fox Risk Management department at (310) 369-2177. The telephone number for the Risk Management Department is (310)-369-1025. However, an original must be mailed to Fox Entertainment Group, Inc., P.O. Box 900, Beverly Hills, California 90213, Attention: Risk Management (FAB/120).

12. MISCELLANEOUS.

(a) WPTE has no authority to bind Fox to any agreements or other obligations, and will not attempt to do so. WPTE and Fox are independent contractors, and nothing in this Agreement shall be deemed to create any partnership, joint venture or agency relationship. As between each other, each party is fully responsible for all persons and entities it employs or retains, except as otherwise specifically provided in this Agreement.

(b) WPTE shall conform with Title 47 of the United States Code Sections 507 and 317 concerning broadcast matter and disclosures required thereunder, insofar as those Sections apply to persons furnishing program material for television broadcasting, including the requirements set forth in the Fox Guidelines. Without limiting the foregoing, WPTE hereby certifies and agrees that it has no knowledge of any information relating to the Series that requires disclosure under Sections 507 and/or 317, that it will promptly disclose to Fox any such information of which it hereafter acquires knowledge and that it shall not, without Fox's prior written approval, include in any Episode any matter for which any money, service, or other valuable consideration (as such terms are used in Sections 507 and/or 317) is directly or indirectly paid, accepted from, charged to or promised by a third party.

(c) If the delivery or Telecast of any Episode should be prevented or canceled due to any act of God, threat or act of terrorism, inevitable accident, strike or other labor dispute, fire, riot or civil commotion, government action or decree, inclement weather, failure of technical, production or television equipment or for any other reason beyond the control of WPTE or Fox, then neither WPTE nor Fox shall be obligated in any manner to the other with respect to such Episode(s), but all other rights Fox may have in this Agreement shall remain in effect and shall not be affected in any manner.

(d) Fox may terminate this Agreement if WPTE: (i) makes or has made a material misrepresentation; (ii) breaches a material obligation and such breach is not cured within a reasonable period of time; *provided*, *however*, that in no event shall the time to cure exceed five (5) days after receipt of written notice from Fox; or (iii) seeks relief under any bankruptcy statute, is placed in receivership or makes any assignment for the benefit of creditors. Fox's right to terminate this Agreement in any such instance shall be in addition to any other rights or remedies it may have under this Agreement or at law. In the event Fox terminates this Agreement pursuant to this Section, Fox may continue to Telecast the Episodes during the applicable Broadcast Period with no obligation to Telecast WPTE-designated commercial inventory.

(e) WPTE may terminate this Agreement if Fox: (i) makes or has made a material misrepresentation; (ii) breaches a

material obligation and such breach is not cured within a reasonable period of time; *provided*, *however*, that in no event shall the time to cure exceed five (5) days after receipt of written notice from WPTE; or (iii) seeks relief under any bankruptcy statute, is placed in receivership or makes any assignment for the benefit of creditors. WPTE's right to terminate this Agreement in any such instance shall be in addition to any other rights or remedies it may have under this Agreement or at law.

(f) Except as specifically set forth herein, if either party breaches any provision of the Agreement, the damage, if any, caused to the other thereby will not be irreparable or otherwise sufficient to entitle a party to injunctive or other equitable relief. A party's rights and remedies in any such event shall be strictly limited to the rights set forth in this Agreement and the right, if any, to recover monetary damages in an action at law.

(g) All notices from either party to the other must be given in writing and sent by registered or certified mail (postage prepaid and return receipt requested), by hand or messenger delivery, by overnight delivery service, by facsimile with receipt confirmed, to the respective addresses of WPTE and Fox listed in this Agreement. Fox's notice shall provide duplicate notice to the attention of: Senior Vice President, Business and Legal Affairs, c/o Fox Cable Networks, Building 103, 10201 West Pico Boulevard, Los Angeles, California 90035. Any notice or report delivered in accordance with this Section will be deemed given on the date actually delivered; provided that any notice or report deemed given or due on a Saturday, Sunday or legal holiday will be deemed given or due on the next business day. If any notice or report is delivered to any party in a manner which does not comply with this Section, such notice or report will be deemed delivered on the date, if any, such notice or report is received by the other party.

(h) Each party hereby agrees to execute any and all further documents that are necessary and proper to carry out the purposes of this Agreement.

(i) The failure or inability of either party to enforce any right hereunder will not waive any right with respect to other or future rights or occurrences.

(j) This Agreement contains the entire understanding of the parties. It supersedes all prior written or oral agreements and understandings pertaining to the subject matter of this Agreement and cannot be modified except by a written instrument signed by both parties.

(k) This Agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without reference to conflict of law provisions. Each party irrevocably and unconditionally: (i) submits to the general jurisdiction of the federal and state courts located in Los Angeles County, California; (ii) agrees that any action or proceeding concerning this Agreement will be brought exclusively in such courts; and (iii) waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding in any such court was brought in an inconvenient court and agrees not to claim or plead the same.

(l) Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party; except that Fox may, without such consent, assign this Agreement or any or all of its rights or obligations hereunder to its parent a company, or any affiliate, subsidiary, or partnership in which itself or the parent company has an ownership interest (e.g., Fox may assign all rights related to the SHR Series to Fox Sports 1, LLC), and either Party may assign this Agreement or any or all of its rights or obligations hereunder to another entity in connection with a merger, reorganization or sale of all or substantially all of the assets of such Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and no other person shall have any right, benefit or obligation under this Agreement as a third party beneficiary or otherwise.

(m) Any provisions in this Agreement found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions in this Agreement.

(n) Except as required by law (in each case with confidential treatment requested and such disclosure limited to such information and such portions of the Agreement that the disclosing party is advised by counsel as legally required to be disclosed), each party to this Agreement shall keep this Agreement confidential and neither party shall promulgate, publish, or otherwise disseminate the terms, provisions, or substance of this Agreement other than to the officers, directors, attorneys, insurance agents, and accountants of the parties hereto.

(o) This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together one and the same document. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

Exhibit 10.22

**AGREEMENT**

This **Agreement** (this "Agreement"), dated as of May 24, 2016 (the "Effective Date") is between**WPT ENTERPRISES, INC.** ("WPTE") with offices at 1920 Main Street, Suite 1150, Irvine, California 92614 and **NATIONAL SPORTS PROGRAMMING** ("Fox"), with offices at 10201 West Pico Blvd., Building 103, Los Angeles, California 90035. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and the mutual promises contained herein, WPTE and Fox (each a "Party" and collectively the "Parties") agree to be bound by the following terms and conditions:

**RECITALS**

**WHEREAS**, the Parties are parties to the following agreements: (i) the Program Production and Televising Agreement, dated as of July 25, 2008 (as amended from time to time, the "ClubWPT Agreement"); (ii) the Agreement, dated August 13, 2010 (as amended from time to time, the "Season 9-11 Agreement") and (iii) the Agreement, dated May 10, 2013 (as amended from time to time, the "Tour-Alpha8 Agreement");

**WHEREAS**, the Parties desire to amend the ClubWPT Agreement and the Tour-Alpha8 Agreement;

**WHEREAS**, WPTE desires to produce, and Fox desires to distribute on the FSN programming service ("FSN"), Season Fifteen, Season Sixteen, Season Seventeen, Season Eighteen and Season Nineteen of the World Poker Tour television Series (the "Tour"); and

**WHEREAS**, WPTE desires to produce, and Fox desires to distribute on FSN five seasons of original programming (the "TBD Programming").

**THEREFORE**, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION I. AMENDMENTS.**

1) *ClubWPT Amendment.* WPTE and Fox agree Section 10(b) of the ClubWPT Agreement is amended and restated as follows:

"In consideration of FSN's obligations hereunder, WPTE will (i) provide FSN with the Monthly Report within thirty (30) days of the end of the each month and (ii) pay FSN the Fee for each month as set forth in this Section. Notwithstanding the foregoing:

*February 1, 2012 through February 28, 2013*: If WPTE provides written notice to FSN no later than June 30, 2012 that WPTE has made a binding, irrevocable commitment to spend Two Million Dollars ($2,000,000) on marketing for the Website (an "Additional Marketing Commitment"), at least One Million Five Hundred Thousand Dollars ($1,500,000) of which is in the form of traditional media buys, for the period between February 1, 2012 and February 28, 2013, FSN agrees (i) that the "Fee" on Net Revenue exceeding Four Million Dollars ($4,000,000) for the period between March 1, 2012 and February 28, 2013 (the "Season 10 Marketing Period") shall be calculated as Twenty percent (20%) of such Net Revenue, and (ii) that the "Fee" on Net Revenue exceeding Five Million Dollars ($5,000,000) for the period between March 1, 2013 and February 28, 2014 (the "Season 11 Marketing Period") shall be calculated as Twenty percent (20%) of such Net Revenue.

*March 1, 2013 through February 28, 2014*: If WPTE provides written notice to FSN no later than June 30, 2013 that WPTE has made a binding, irrevocable commitment to spend an Additional Marketing Commitment for the Season 11 Marketing Period, at least One Million Five Hundred Thousand Dollars ($1,500,000) of which is in the form of traditional media buys, FSN agrees (i) that the "Fee" on Net Revenue exceeding Five Million Dollars ($5,000,000) for the Season 11 Marketing Period shall be calculated as Twenty percent (20%) of such Net Revenue, and (ii) that the "Fee" on Net Revenue exceeding Six Million Dollars ($6,000,000) for the period between March 1, 2014 and February 28, 2015 shall be calculated as Twenty percent (20%) of such Net Revenue.

*March 1, 2014 through February 28, 2022*:For each of the eight 12-month periods from March 1 through February 28 beginning March 1, 2014 and ending February 28, 2022 (each a "Marketing Cycle"), if WPTE provides written notice to FSN no later than June 30 of the applicable Marketing Cycle that WPTE has made a binding, irrevocable commitment to spend an Additional Marketing Commitment for such Marketing Cycle, at least One Million Five Hundred Thousand Dollars ($1,500,000) of which is in the form of traditional media buys, FSN agrees (i) that the "Fee" on Net Revenue exceeding Four Million Dollars ($4,000,000) for the applicable Marketing Cycle shall be calculated as Twenty percent (20%) of such Net Revenue, and (ii) that the "Fee" on Net Revenue exceeding Four Million Five Hundred Thousand Dollars ($4,500,000) for the 12-month period immediately following such Marketing Cycle shall be calculated as Twenty percent (20%) of such Net Revenue.

If WPTE provides notice to FSN that it will spend the Additional Marketing Commitment in a period described above and then fails to meet the Additional Marketing Commitment by the end of such period, WPTE will pay FSN the difference between the Fee paid to FSN for such period and the Fee that would have been due had WPTE not committed to the Additional Marketing Commitment. Such makeup payment shall be due to FSN no later than thirty (30) days following the end of such period and such makeup payment shall be FSN's sole remedy for WPTE's failure to spend the Additional Marketing Commitment."

2) *Tour-Alpha8 Amendment – Stub Period.* WPTE and Fox agree Section 7 of Exhibit A of the Tour-Alpha8 Agreement is amended to remove WPTE's obligation to pay the Distribution Fee of $580,000 during the Stub Year; provided, however, such obligation shall be reinstated if WPTE does not meet its obligations to pay the Distribution Fee during Season 15 pursuant to Section 7 of Exhibit A of this Agreement.

3) *Tour-Alpha8 Amendment – Promotional Ad Obligation.* WPTE and Fox agree Section 10 of Exhibit A of the Tour-Alpha8 Agreement is amended to end Fox's obligation to provide Promotional Ads for WPT Season XIV (defined as the Tour Series under the Tour-Alpha8 Agreement) and WPT Alpha8 Season III (defined as the SHR Series under the Tour-Alpha8 Agreement) on February 1, 2017.

**SECTION II. TOUR SEASONS 15-19 AND TBD PROGRAMMING.**

1) Exhibit A attached hereto, including the Standard Terms & Conditions (collectively, the "Series Agreement"), sets forth the terms for the production and distribution of the Tour series (the "Tour Series") and the TBD Programming (along with the Tour Series, each a "Series") during each of the following periods: February 1, 2017 through January 31, 2018 ("Season 15"); February 1, 2018 through January 31, 2019 ("Season 16"), February 1, 2019 through January 31, 2020 ("Season 17"); February 1, 2020 through January 31, 2021 ("Season 18") and February 1, 2021 through August 31, 2022 ("Season 19" and with each of Season 15, Season 16, Season 17 and Season 18, each a "Season" and collectively, the "Seasons").

2) WPTE shall produce, and Fox shall distribute, episodes of the Tour Series and TBD Programming for all of the respective Seasons pursuant to the terms of the Series Agreement.

**SECTION III. MISCELLANEOUS**.

1) *Representations and Warranties*. Each Party represents, warrants and covenants to the other Party that (a) it has the full power and authority to make and perform this Agreement; (b) the making or performance of this Agreement does not violate any of its agreements with any third party or any applicable law or court order; and (c) it will do nothing to interfere with or impair the other Party's rights in this Agreement

2) *Indemnification*. Each Party shall at all times indemnify, defend and hold harmless the other Party, its partners and all affiliated companies thereof and their respective officers, directors, partners, shareholders, employees, agents and representatives from and against any claim, demand, liability or judgment, including reasonable attorneys' fees and court costs ("Claims") arising out of the breach of any representation, warranty or other obligation or provision of this Agreement. A party seeking indemnification will give the indemnifying party prompt notice of any claim or litigation to which indemnity may apply. Failure to give such prompt notice will relieve the indemnifying party of its indemnification obligations to the extent that such failure has prejudiced the indemnifying party's defense of such claim or litigation. The indemnifying party shall have the right to assume and fully control the defense of any or all claims or litigation to which its indemnity applies. The indemnified party will cooperate fully (at the cost of the indemnifying party) with the indemnifying party in such defense and in the settlement of such claim or litigation.

3) *Notices*. All notices from either Party to the other must be given in writing and sent by registered or certified mail (postage prepaid and return receipt requested), by hand or messenger delivery, by overnight delivery service, or by facsimile with receipt confirmed, to the respective addresses of WPTE and Fox listed in the Agreement. Fox's notice shall provide duplicate notice to the attention of: FSMG General Counsel, Business and Legal Affairs, c/o Fox Cable Networks, 2121 Avenue of the Stars, 9th Floor, Los Angeles, California 90035. WPTE's notice shall provide duplicate notice to the attention of President, WPT Enterprises, Inc., 1920 Main Street, Suite 1150, Irvine, California 92614. Any notice or report delivered in accordance with this Section will be deemed given on the date actually delivered; provided that any notice or report deemed given or due on a Saturday, Sunday or legal holiday will be deemed given or due on the next business day. If any notice or report is delivered to any Party in a manner which does not comply with this Section, such notice or report will be deemed delivered on the date, if any, such notice or report is received by the other Party.

4) *Severability*. In the event that any provision of the Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, the Agreement shall continue in full force and effect without said provision; provided that no such severance shall be effective if it materially changes the economic benefit of the Agreement to either Party.

5) *Governing Law*. Irrespective of the place of execution or performance, this Agreement is to be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be fully performed therein. Any court of competent jurisdiction sitting within the State of California, Los Angeles County, will be the exclusive jurisdiction and venue for any dispute arising out of or relating to the Agreement. The Parties irrevocably consent to the exclusive jurisdiction and venue of any such court, and waive any argument that such venue is not appropriate or convenient.

6) *Assignments*. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of the other Party; except that Fox may, without such consent, assign all such rights and obligations to its parent company, or any affiliate or subsidiary of Fox or in which the parent company has an ownership interest and either Party may assign all of its rights and obligations to another entity in connection with a merger, reorganization or sale of all or substantially all of the assets of such Party.

7) *Survival*. The provisions of the Agreement which by their nature would ordinarily be expected to survive termination of the Agreement (including without limitation all indemnity, representations and warranties, payment and confidentiality terms hereof) shall survive the execution, delivery, suspension or termination of the Agreement or any provision hereof.

8) *Entire Agreement; Waiver; Amendments.* This Agreement and any exhibits and schedules attached hereto, contains the full and complete understanding between the Parties hereto regarding the subject matter hereof and supersedes and abrogates all prior agreements and understandings, whether written or oral, pertaining thereto, other than the ClubWPT Agreement, the Season 9-11 Agreement and the Tour-Alpha8 Agreement, each as modified herein, and cannot be modified except by a written instrument signed by each Party hereto. No waiver of any term or condition of the Agreement shall be construed as a waiver of any other term or condition; nor shall any waiver of any default under the Agreement be construed as a waiver of any other default.

9) *Construction*. The Parties have participated jointly in the negotiation and drafting of the Agreement. In the event an ambiguity or question of intent or interpretation arises, the Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of the Agreement.

10) *Counterparts; Facsimile*. This Agreement may be signed and accepted in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile and facsimile signatures shall be treated as original signatures for all applicable purposes.

11) *No Third Party Beneficiaries*. This Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their permitted successors and assigns, and only in accordance with the express terms of the Agreement.

[Signature Page Follows]

**ACKNOWLEDGED AND AGREED**, as of the Effective Date of this Agreement specified above.

| WPT ENTERPRISES, INC. | | NATIONAL SPORTS PROGRAMMING<br>owner and operator of the FSN<br>programming service | |
|---|---|---|---|
| By: | _____ | By: | _____ |
| Title: | _____ | Title: | _____ |
| Date: | _____ | Date: | _____ |

**EXHIBIT A**

TERMS FOR PRODUCTION AND DISTRIBUTION OF WORLD POKER TOUR PROGRAMMING

The following terms (the "WPT Terms") and the attached Standard Terms & Conditions (the "STC", and together with the WPT Terms, the "Series Agreement") set forth the agreement between WPTE and Fox, regarding the Tour Series and the TBD Programming. The WPT Terms must be interpreted in conjunction with the STC and is incomplete in isolation.

1) *Tour Series*: In each Season WPTE will supply to Fox a minimum of twenty-six (26) and a maximum of fifty-two (52) fully produced and broadcast quality sixty (60) minute (between forty-two minutes twenty-one seconds (42:21) and forty-four minutes twenty-one seconds (44:21) of content as determined by Fox) episodes of the Tour Series (the "Tour Episodes") based on a 12-month Season. If WPTE elects to supply less than the maximum number of new Tour Episodes in any Season, in weeks during which WPTE is not providing new Tour Episodes WPTE may, upon reasonable prior notice, select previously aired episodes from such Season (the "Second-Run Tour Episodes") to be aired by Fox as if they were new Tour Episodes for the purposes of Sections 4, 5 and 6 below (i.e., such Second-Run Tour Episodes will receive the Ad Time (defined in Section 4 below) and be subject to the clearance requirements of Sections 5 and 6 below). The Tour Episodes will highlight action from the events of the applicable Season of the World Poker Tour ("Events") presented by WPTE.

   *TBD Programming*: In each Season, WPTE will supply to Fox thirteen (13) fully produced and broadcast quality sixty (60) minute (between forty-two minutes twenty-one seconds (42:21) and forty-four minutes twenty-one seconds (44:21) of content as determined by Fox) episodes of original programming (the "TBD Episodes" and together with Tour Episodes, "Episodes"). The TBD Episodes will be composed of mutually agreed upon content connected with WPTE.

   As required for the production and delivery of all Episodes, WPTE will be responsible and pay for all associated costs and shall provide the production staff and all other personnel, facilities and services. Nothing in this Agreement shall restrict WPTE from the production or unrestricted exploitation of World Poker Tour events and programs other than the Events and the Episodes provided for under this Agreement and FSN acknowledges that such other programs are likely to be broadcast on other networks during the Seasons subject to any restrictions set forth in this Agreement.

2) WPTE will submit each Episode in accordance with the requirements of the STC for approval at least ten (10) days prior to such Episode's first Telecast date as scheduled by Fox (the "Approval Schedule"). Each Episode will be of consistent quality with the Episodes produced by WPTE and distributed during the 2015 Tour season, provided Fox acknowledges that there will be certain changes to the presentation of the Episodes.

3) WPTE will submit each approved Episode at least five (5) business days prior to such Episode's first Telecast date in accordance with the requirements of the STC (the "Delivery Schedule").

4) For each Episode, WPTE will receive eight (8) thirty-second (:30) units of commercial inventory (the "Ad Time") in the applicable Required Telecasts (as such term is defined in Section 5 below) and, if Fox schedules a rerun of such Season's Episodes, then in any clearances that occur within seven (7) days of the first rerun of such Episode. WPTE shall have the sole right to include billboards, in-show sponsorships and entitlements in each Episode ("Integrations") and to retain all revenues from such Integrations. The Ad Time and Integrations are subject to the terms of the Agreement including the STC. ClubWPT.com shall receive Poker E-Gaming (as defined below) category exclusivity for all commercial inventory and Integrations appearing within the Episodes (i.e., no other Poker E-Gaming advertiser or sponsor shall appear within an Episode or such Episode's commercial inventory, whether controlled by WPTE or Fox), except that Incidental Appearances (as defined below) may appear within the Episodes. For purposes of this Agreement, "Poker E-Gaming" shall mean all real money gaming ("RMG") and membership poker websites, and play-for-free tutorial poker websites (e.g., as known in the industry, the .net version of the .com RMG site) ("Tutorial Sites"). Fox acknowledges that certain Tutorial Sites may appear incidentally in Episodes as a result of patches and hats worn by players, promotional acknowledgements in the credits, background signage not controlled by WPTE (if any), announcers' descriptions of where players came from, and other appearances approved by Fox in its reasonable discretion, so long as neither WPTE nor any WPTE affiliate receives direct or indirect compensation for such incidental appearance ("Incidental Appearances"); provided, however, all Incidental Appearances shall be subject to the terms of the STC including, without limitation, Fox's approval rights set forth in Section 1, Section 2 and Section 7 of the STC. Notwithstanding Fox's approval rights set forth in Section 1, Section 2 and Section 7 of the STC, Fox shall not use such approval rights to extract commercial benefit for itself (e.g., refuse to approve an Incidental Appearance unless an entity purchases ad time on the network). Fox further acknowledges and agrees that in the event that the Fox Guidelines (as defined in Section 1 of the STC), requirements or policies change so as to preclude ClubWPT.com Ad Time and Integrations or all Incidental Appearances as currently contemplated under this Agreement, Fox's exclusive rights to each Episode during such Episode's Broadcast Period (as defined in Section 8) shall become non-exclusive rights. WPTE shall use at least two (2) of WPTE's eight (8) units of Ad Time in each Episode to advertise ClubWPT.com. Without limiting the foregoing, WPTE agrees that no Episode or unit of Ad Time, including promotions of ClubWPT.com and Incidental Appearances, shall:

a. Contain any reference, whether written or otherwise, to any entity, party or website (including, without limitation, any WPTE owned, controlled, affiliated and/or operated website or any website owned by any parent or affiliated entity of WPTE or under common control with WPTE or any third party website) that aids, abets, facilitates, promotes, provides an advertisement for and/or enables any form of wagering/gambling in the Territory (as defined below) or conducts or facilitates any activity that is in violation of any United States Federal, state or local law, rule or regulation;

b. Include or reference any website that aids, abets, facilitates, promotes, provides an advertisement for or otherwise enables any wagering/gambling activities or "links," directly or indirectly, to or otherwise directs a viewer to any other website that enables wagering/gambling activities in the Territory; or

c. Aid, abet, facilitate, promote or otherwise enable any wagering/gambling activities (e.g., by making any references to any online wagering/gambling site or by providing a telephone number to a wagering/gambling business, etc.);

provided, however; if (a) WPTE desires to accept advertising or sponsorship from, or allow Incidental Appearances of, a legalized online RMG site that has been licensed by the applicable state or federal government agency to conduct such business and is otherwise in compliance with all applicable laws and regulations, and (b) such advertising, sponsorship or Incidental Appearance is not prevented by Fox policy (which promotion shall be deemed in accord with Fox policy to the extent Fox is nationally (i.e., on FS1, FS2 or the nationally controlled portion of the FSN service but not including inventory controlled by distributors of multi-channel programming services ("MVPDs")) distributing commercial inventory advertising a RMG site or nationally distributing programs sponsored by a RMG site but not including incidental appearances of an RMG site for which Fox does not receive direct or indirect compensation such as branding on a race car in a race being televised by Fox or non-Fox signage in a venue hosting an event being televised by Fox), then WPTE shall provide Fox with notice of such desire. Fox shall notify WPTE whether WPTE can include such RMG appearances in the Series. If Fox accepts WPTE's request to include such RMG appearances within the Series then such appearance in the programming shall comply with limitations set by Fox on the prevalence and presentation of such appearances and Fox telecast standards and practices requirements (e.g., state "where applicable" and other appropriate disclosures, if any).

5) *Tour Series*: Fox will use commercially reasonable efforts to clear each Tour Episode in accordance with the terms of the STC as follows: (i) a telecast on FSN Sunday at 8:00 PM (local time) (the "Main Tour Telecast"), (ii) a telecast on FSN Sunday at 11:00 PM (local time), and a telecast on FSN Wednesday at 11:00 PM (local time) (the "FSN Tour Telecasts"); and (ii) three (3) additional clearances on FSN within seven (7) days of the Main Tour Telecast (the "Additional FSN Tour Telecasts" and together with the Main Tour Telecast and the FSN Tour Telecasts, the "Required Tour Telecasts"); provided, however, if Fox changes FSN's late night week day programming strategy then Fox shall have the right to shift the 11:00 PM FSN Tour Telecasts to midnight (local time). In addition, during each Season, Fox will telecast at least two "marathons" of Tour Episodes ("Tour Marathons") consistent with World Poker Tour episode marathons telecast on FSN in the past. At least one Tour Marathon shall be telecast on FSN and the other Tour Marathon(s) may be telecast on FSN, the Fox Sports 1 programming service ("FS1") or the Fox Sports 2 programming service ("FS2").

*TBD Programming*: Fox shall clear each TBD Episode in accordance with the terms of the STC at least three times on FSN (collectively, the "Required TBD Telecasts" and together with the Required Tour Telecasts, the "Required Telecasts") without restriction as to time period except that Fox shall use commercially reasonable efforts to schedule one such airing at a consistent time and on a consistent day of the week as specified in a notice from Fox to WPTE sent at least 90 days prior to the first airing of the first TBD Episode of the applicable Season.

Without limiting Fox's rights set forth herein, Fox shall have the right, but not the obligation, to air Episodes on FS1 and FS2.

6) Fox will use commercially reasonable efforts to clear each of the Main Tour Telecast and the FSN Tour Telecasts of each Tour Episode in a minimum of 50 million homes (the "Clearance Threshold") in accordance with the terms of the STC. In addition, Fox will use commercially reasonable efforts to clear in the aggregate, in the Clearance Threshold in accordance with the terms of the STC (i) the Additional FSN Telecasts of each Episode (i.e., cumulating the clearances for all three Additional Telecasts), and (ii) the Required TBD Telecasts (i.e., cumulating the clearances for all three Required TBD Telecasts). As used in this Agreement, "commercially reasonable efforts" shall not mean that Fox is relieved of its clearance or time placement obligations to WPTE in order to take commercial advantage of the clearance and time slots anticipated for airing of the Episodes (e.g., deal shopping).

7) Distribution Fee: WPTE will pay FSN a distribution fee of $1,000,000 for Season 15 increasing by 3% over the prior Season's distribution fee in each of Season 16 (i.e., $1,030,000), Season 17 (i.e., $1,060,900) and Season 18 (i.e., $1,092,727). WPTE will pay FSN a distribution fee of $1,125,508 during the initial twelve month period of Season 19 and $656,547 during the final seven month period of Season 19 (such payments, collectively, the "Distribution Fee"). The Distribution Fee for each of Season 15, Season 16, Season 17, Season 18 and the initial twelve months of Season 19 shall be paid in five escalating installments equal to a percentage of the total payment for such period as follows: Ten Percent (10%) on May 15 of the applicable Season, Fifteen Percent (15%) on August 15 of the applicable Season, Twenty-Five Percent (25%) on November 15 of the applicable Season, Twenty-Five Percent (25%) on February 15 immediately following the applicable Season and Twenty-Five Percent (25%) on April 15 immediately following the applicable Season. The Distribution Fee for the final seven month period of Season 19 shall be paid in four installments as follows: $100,000 on May 15, 2022, $150,000 on August 15, 2022, $250,000 on November 15, 2022 and $156,547 on February 15, 2023. All payments shall be in accordance with the requirements of the STC.

ClubWPT Payment Offset: WPTE shall have the right to apply ClubWPT Payments (as defined below) attributable to months in the applicable Season towards payment of the Distribution Fee for such Season. If the Distribution Fee due and payable is greater than the ClubWPT Payments available to be applied then WPTE shall be required to pay FSN the difference (the "Balance Payment"), provided, WPTE shall have the right to retain subsequent ClubWPT Payments attributable to months in the applicable Season to the extent WPTE has made Balance Payments. For example, if in Season 15 WPTE has made $50,000 in ClubWPT Payments at the time the first payment of $100,000 comes due, WPTE shall only be required to pay a Balance Payment of $50,000 and WPTE shall be entitled to deduct the Balance Payment from WPTE's payment of the next ClubWPT Payment. For avoidance of doubt, WPTE cannot carry-forward ClubWPT Payments or Balance Payments from one Season to the next Season, provided, however, that FSN acknowledges that ClubWPT Payments for a given month are made in the following months pursuant to Section 10 of the ClubWPT Agreement and therefore ClubWPT Payments for some months in a Season may be paid in the months following such Season, and such ClubWPT Payments shall be applied to the Distribution Fee for the recently completed Season, not the month in which such ClubWPT Payments are actually paid. For purposes of this Agreement, "ClubWPT Payments" shall mean payments of the Fee (as such term is used in the ClubWPT Agreement) made by WPTE pursuant to Section 10 of the ClubWPT Agreement.

WPTE Credit: WPTE shall receive a credit (the "Credit") against its obligation to make ClubWPT Payments (including those applied against the Distribution Fee) on February 1st of each of 2017, 2018, 2019, 2020 and 2021 in consideration of WPTE's ongoing improvements and maintenance of the ClubWPT business; provided, however, if WPTE fails to deliver the required number of TBD Episodes then the credit received at the beginning of the applicable Season shall be retroactively reduced to proportionally reflect only the delivered TBD Episodes. The Credit for February 1, 2017, February 1, 2018, February 1, 2019, February 1, 2020 and February 2021 shall be $100,000 such year.

8) Fox is hereby granted the following Telecast (as defined in the STC) rights:

Exclusive rights to each Episode in the United States and its territories, possessions, commonwealths and military installations (the "Territory"), from the period beginning the Effective Date and ending on the earlier of (a) the one year anniversary of the first airing of such Episode on FSN, FS1 or FS2, and (b) the date fifteen (15) months after WPTE's delivery of such approved Episode to Fox (the "Broadcast Period"). WPTE shall not Telecast, and shall not permit any third party to Telecast, any Episode in the Territory at the same time as the regularly scheduled Main Tour Telecast, FSN Tour Telecasts or the initial Required TBD Telecast as such schedule exists at the time WPTE enters into an agreement with a third party to Telecast any Episode.

Notwithstanding the foregoing exclusive Telecast rights:

a. Upon written notice from WPTE that WPTE is party to an applicable agreement, the television network branded Poker Central (or a substitute network that has been approved in writing by Fox) shall have the right to Telecast all Episodes from each Season one week after Fox premieres the final Episode of the applicable Season. The Poker Central television network (or such substitute network that has been approved in writing by Fox) shall be prohibited from broadcasting Episodes on Fox's regularly scheduled initial airing night for Episodes (currently Sundays) during the Broadcast Period via Poker Central's linear television network; WPTE may permit Poker Central to make Episodes available on Fox's regularly scheduled initial airing dates via Poker Central's non-linear video applications (e.g., via Video On Demand).

b. Upon written notice to Fox from WPTE that WPTE is party to an applicable agreement, the network branded PlutoTV.com (or a substitute network that has been approved in writing by Fox) shall have the right to Telecast all Episodes from each Season thirty (30) days after Fox premieres the final Episode of the applicable Season. The PlutoTV.com network (or such substitute network that has been approved in writing by Fox) shall be prohibited from broadcasting Episodes on Fox's regularly scheduled initial airing night for Episodes (currently Sundays) during the Broadcast Period via PlutoTV.com's network which has a linear look-and-feel (e.g., regularly scheduled airings); WPTE may permit PlutoTV.com to make Episodes available on Fox's regularly scheduled initial airing dates via PlutoTV.com non-linear video applications (e.g., via Video On Demand).

c. WPTE shall have the right to offer Episodes to ClubWPT subscribers on ClubWPT digital platforms at any time seven (7) days after the initial distribution of such Episode on Fox.

d. The restriction that prevents WPTE from Telecasting Episodes at certain regularly scheduled Fox airing/Telecast times shall not require WPTE to make such Episodes unavailable on WPTE's YouTube channel at such times.

e. Notwithstanding anything in this Agreement to the contrary, WPTE shall have the right to distribute separate and distinct Spanish-language productions (i.e., unique footage and not just dubs of the Episodes into Spanish) of action from the Events from a Season in the Territory via Telecast and otherwise beginning two (2) weeks after Fox's debut Telecast of the final Episode of such Season. WPTE shall have the right to distribute each Episode once on Sundays via Telecast and otherwise on the Fox Broadcasting Company affiliated stations during the Tour Broadcast Period in the following territories: New York City, Philadelphia, Chicago, Boston and Mid-Atlantic (Washington D.C.) (each a "Fox Broadcast Territory") as long as Fox is able to obtain authorization for such distribution right from its non-owned and operated FSN affiliate in the relevant Fox Broadcast Territory. Fox agrees to use commercially reasonable efforts to obtain such authorization from its non-owned and operated affiliates. In the event that any non-owned and operated FSN affiliate that receives the right to Telecast Tour Episodes from Fox fails to air the Tour Episodes an average of three (3) times per week over any four (4) week period (a "Non-Compliant RSN"), WPTE shall have the right to revoke such Non-Compliant RSN's right to Telecast Tour Episodes if WPTE is able to directly secure clearance obligations for Tour Episodes on another regional network within such Non-Compliant RSN's territory that exceeds the clearance (i.e., more airings) being provided by the Non-Compliant RSN; provided that carriage on such replacement regional network shall be included in Fox's obligation to meet the Clearance Threshold.

f. WPTE shall have the right to license Episodes to Comcast SportsNet Chicago, Comcast SportsNet Bay Area, Comcast SportsNet Philadelphia and such other television programming services as may be approved by Fox from time to time in its sole discretion (the "Permitted Third Party RSNs") on the following conditions:

   a. WPTE shall only license those Episodes as currently being distributed on FSN pursuant to the Agreement;
   b. WPTE shall consult with Fox prior to entering into any license with a Permitted Third Party RSN, including, without limitation, any renewal of a license;
   c. Fox shall allow the Permitted Third Party RSNs to access the Episodes from the FSN satellite feed provided that any incremental costs of Fox or such Permitted Third Party RSN shall be paid by such Permitted Third Party RSN;
   d. If Fox is able to secure carriage of FSN on a television programming service in the home territory of the Permitted Third Party RSN (other than as part of an out-of-market package), then, at Fox's election, WPTE shall terminate the license of the Episodes to such Permitted Third Party RSN as soon as practical after such triggering event takes effect; provided, however, Fox acknowledges that the license may include terms of up to three months and WPTE may not have the right to terminate such license until the expiration of such license's term; provided, further, if Fox secures carriage of FSN on the Permitted Third Party RSN then WPTE's license shall terminate immediately upon the effectiveness of Fox's agreement with such Permitted Third Party RSN;
   e. WPTE shall not grant any exclusive distribution rights to the Permitted Third Party RSNs. For avoidance of doubt, Episodes may be distributed nationally on FS1 and FS2 and in regional sports network out-of-market packages;
   f. The household reach of any Permitted Third Party RSN that is licensing Episodes shall be included in Fox's obligation to meet the Clearance Threshold; and
   g. The grant of rights from WPTE to any Permitted Third Party RSN shall be subject to Fox's rights set forth in this Agreement.

In addition to Fox's Telecast rights, Fox shall have the exclusive (subject to WPTE's rights in this Section 8) right to distribute Episodes during such Episode's Broadcast Period in all digital media including, without limitation, online streaming, on-demand (including, without limitation, start-over and look-back functionality), and mobile application distribution on digital platforms owned and operated by Fox or any distributor (e.g., MVPDs and over-the-top distributors) distributing the applicable linear network or programming from such network in a non-linear format; provided that Fox shall use commercially reasonable efforts to ensure that such digital distribution is limited to the Territory and that Fox's obligation to include the Ad Time in such digital distribution shall be relieved to the extent advertising inventory is limited, not reasonably customizable or not performed or controlled by Fox. Fox may also distribute portions of the Episodes not to exceed two (2) minutes for any single clip or three (3) minutes in the aggregate from any Episode online without territorial restriction solely for purposes of promoting Fox's distribution of the Episodes on FSN, FS1, FS2 and Fox's digital platforms.

WPTE reserves all rights not granted to Fox herein within and outside the Territory. Nothing herein shall prevent WPTE from providing live online coverage or live online streaming of the Events. In addition, WPTE may also distribute portions of the Episodes not to exceed two (2) minutes for any single clip or seven (7) minutes in the aggregate from any Episode without territorial restriction solely for purposes of promoting WPTE or the Events.

9) Fox shall have the right to use footage from Episodes not to exceed two (2) minutes for any single clip or three (3) minutes in the aggregate from any Episode (which may be increased by email confirmation from WPTE) for use in Fox Sports Media Group's other sports and entertainment programming (e.g., editing and repackaging the footage from an Event for use in sports magazine-style programming) without territorial restriction.

10) Fox will provide promotion for the Tour Series and TBD Programming on FSN, FS1 and FS2 in national commercial inventory promoting the Series and ClubWPT.com (the "Promotional Ads") with an annual average value of at least $1,500,000 (based on Fox's rate card for such networks) during each Season, prorated for partial twelve-month periods and with a minimum annual value of at least $1,000,000 during each such full Season, the allocation of such media to be determined by Fox in its sole discretion. WPTE shall be responsible for producing and delivering the Promotional Ads to Fox. The Parties will mutually agree upon the allocation of the Promotional Ads between the Series and ClubWPT.com.

11) Fox must provide WPTE on a weekly basis available ratings information for the Telecasts of each Episode.

12) The parties shall negotiate for future rights to the Series during the period from December 15, 2021 to February 15, 2022 (the "Negotiation Period") in accordance with the requirements of the STC.

STANDARD TERMS & CONDITIONS

WPTE agrees to produce and license to Fox all rights and furnish all services in connection with the Series as described in the Agreement of which this STC forms a part. Defined Terms not defined in this STC shall have the meaning set forth in the WPT Terms.

1. PRODUCTION. WPTE will produce and deliver, at its sole cost, each Episode to Fox, complete and suitable for broadcasting. Each Episode will conform to all Fox approvals, as set forth below, and to all applicable Fox creative, format, commercial and technical standards and guidelines including those set forth in the Fox Supplier Information Booklet provided by Fox to WPTE, as may be revised from time to time (collectively, "Fox Guidelines"). At all times, Fox has the right of prior approval over all key elements of each Episode, including, without limitation, approval over: content; video; audio; graphic elements; special effects; talent; format; title; music; sequence; size and placement of program credits; and the dismissal or replacement of any key element. Furthermore, all drop-ins, promos, sponsorship elements, commercial mentions and/or product placements within any Episodes are subject to Fox prior written approval. Fox will exercise its right of approval in a good faith manner and consistent with similar network programming. WPTE will provide access to and information about the production of the Episodes to the Fox programming executive designated to oversee the production of the Episodes ("Programming Executive"). The Episodes, as supplied by WPTE, will not constitute infomercial programming nor contain any infomercials within such Episodes. WPTE may not alter, edit, change or adjust any Fox-supplied graphics, if any, without prior written approval from Fox. At the request of WPTE, Fox may also provide, in its discretion, music, special effects and Fox microphone flags. Fox retains all ownership rights to such materials and elements, including, but not limited to, all copyrights and trademarks. WPTE will not use any material or elements provided by Fox in any way or for any purpose other than as authorized by Fox. Fox has the unlimited right to edit, augment and otherwise adapt the Episodes solely for format purposes and as otherwise provided herein, subject to the rights granted to WPTE herein to have included in the Episodes WPTE-designated Ad Time. WPTE will provide closed-captioned text on line 21 of each Episode, as required by Federal law.

2. APPROVAL. WPTE shall submit each Episode, including all Ad Time to be included by WPTE as set forth in Section 7 of this STC, for review and approval, on DVD, to the Fox Programming Department at 10201 W. Pico Blvd., Building 103, Suite 2273, Los Angeles, CA 90035, no later than as required in the Approval Schedule. Fox shall examine each of the delivered Episodes to determine if each complies with all applicable Fox Guidelines. In the event Fox determines, in its sole discretion, that any Episode does not meet the Fox Guidelines in any respect, Fox shall, without waiver of any other remedy, have the right, in its sole discretion, to: (i) refuse to broadcast such Episode; (ii) inform WPTE of any and all deficiencies in detail, and, if time permits, WPTE shall rectify such problems at WPTE's sole cost and resubmit for Fox's approval, within the time advised by Fox, an acceptable revised Episode complying with Fox's requested changes; or (iii) if WPTE has been afforded the opportunity to correct problems as set forth in (ii) above and has failed to do so or if time constraints do not allow enough time for WPTE to attempt to correct such problems, then Fox may attempt to correct the problem and bill WPTE for any reasonable costs incurred in connection with any such attempt and/or correction, such costs to be reimbursed by WPTE within fourteen (14) days of receipt of an appropriate invoice. All costs of delivering the Episodes to Fox in the required form and at the specified location shall be the sole cost and expense of WPTE. Any use by WPTE of the Fox logo in connection with any Episode or any use of the Fox name in connection with any publicity or marketing of the Series including, without limitation, for all press releases, must receive Fox prior approval. Notwithstanding Fox's approvals at its "sole discretion" where indicated, Fox acknowledges and agrees that all approvals shall be made in good faith and in a manner consistent with general policy applied to similar network programming.

3. DELIVERY. Once approved by Fox, WPTE shall deliver each approved Episode to Fox at Fox Network Center – Houston, 4000 Technology Forest Blvd., The Woodlands, TX 77381 attn: Media Vault on HDCam or D5 (via Federal Express or other overnight delivery service) or satellite feed - NTSC (as requested by Fox) with an accompanying email to HoustonMediaServicesManagement@foxsports.net no later than as set forth in the Delivery Schedule. Upon Fox's request, WPTE will

concurrently deliver a DVD copy of each Episode to the Programming Executive. WPTE acknowledges that Fox will permanently retain all Episode tapes and copies of satellite feeds delivered by WPTE in the Fox library vaults. WPTE will deliver, along with the delivery of each Episode, the Fox standard delivery requirements delineated in the Fox Guidelines. Such delivery requirements will include, without limitation, title elements, music cue sheets, and all promotional material required by Fox.

4. EXPENSES AND CLEARANCES. WPTE is solely responsible for all costs and expenses related to every Episode including, but not limited to: (i) all costs for materials, sponsored elements, the production staff, the personnel, the facilities, the services and all other costs required to produce each Episode; (ii) all necessary fees payable to any participants or owners of footage used within any Episode; (iii) all releases for the use of the names, likenesses, trademarks, service marks or other intellectual property of the individuals, entities and Events depicted in the Episodes; (iv) acquiring the necessary exclusive rights and licenses for production and distribution of the Episodes; and (v) obtaining all necessary rights, underlying rights, and all music licenses (including without limitation any and all master recording and synchronization rights) for music contained within the Episodes. Fox shall not be obligated to make any payment to WPTE or anyone else related to any Episode, its underlying material or on account of Fox's exploitation of the Episodes as permitted herein.

5. RIGHTS. Fox's rights to the Episodes within the Territory during the applicable Broadcast Period shall be to distribute, transmit, exhibit, license, advertise, duplicate, promote, perform, telecast and otherwise exploit, and to permit the distribution and other exploitation of, each Episode and its constituent elements, by all means of Telecast (as defined below) on the Fox programming services, without limitation as to the number of exhibitions and uses unless specified in the Agreement. For avoidance of doubt, Fox's rights also include those additional rights set forth in Section 8 of Exhibit A (e.g., digital media rights such as on-demand and streaming rights). "Telecast" shall mean any means of distribution on a "linear programming service" via standard or non-standard television technology, whether presently existing or hereafter developed, including, without limitation, via free over-the-air television, basic, tier and/or premium cable distribution, direct broadcast satellite television ("DBS"), subscription television ("STV"), multi-point distribution systems ("MDS"), multiple multi-point distribution systems ("MMDS"), local multi-point distribution systems ("LMDS"), satellite master antennae television systems ("SMATV"), open video system ("OVS"), television receive-only ("TVRO"), closed circuit television, and, to the extent similar to the cable distribution business model of the Fox programming service, interactive TV, airline, cruise ships, restaurant and hotel/motel distribution, narrow and broadband services, video dial tone, and via Fox Sports Net's video programming service currently known as "Fox Deportes" (or any successor network), and by any manner or system of payment. The foregoing shall include, without limitation, Fox's right to Telecast Episodes, from time to time, as filler programming (an Episode Telecast in less than its entirety (but not re-edited)); provided, however, any cost or expense incurred in connection with such Episode modification or re-purposing shall be assumed by Fox. In connection with filler programming, Fox shall have no obligation to WPTE with regard to Ad Time. The exclusivity, if any, granted to Fox herein shall preclude WPTE from licensing or otherwise granting to any person, corporation, partnership, or other entity, any right to Telecast any Episode, portion thereof or any specific Event featured in an Episode, within the Territory during the applicable Broadcast Period, except as may be specifically set forth in the Agreement. Fox, its assignees and affiliates, shall have the right, without any payment, and may grant others the right, to reproduce, print, publish or disseminate in all manners and media now known or subsequently developed without regard to territory limitations, promotion for the Series, the name, likeness, voice and biographical information concerning each person appearing in or connected with the Series, brief portions of Episodes, as well as the names, logos, trademarks and other identities of WPTE, and of any other entities associated with WPTE to advertise, promote, publicize and distribute the Series and Fox's exploitation thereof, as well as to advertise, promote and publicize Fox's programming services, but not as a direct endorsement of any other product or services; provided, however, should WPTE be subject to any restrictions in connection with the use of

specific materials (e.g., images to which WPTE does not have promotional usage rights), Fox will observe such restrictions provided it receives reasonable advance written notice thereof. WPTE, at Fox's request, will deliver at no charge existing slides, photos and other publicity and promotional materials reasonably available to or under the control of WPTE. Except as set forth in Section 1 of the STC with respect to Fox materials and elements and subject to the rights granted in this Agreement, the Episodes, including all elements thereof and rights contained therein, are and shall remain the exclusive property of WPTE under United States copyright, trademark and all other applicable laws and any rights not granted herein shall be reserved by WPTE.

6. DISTRIBUTION. Fox shall use commercially reasonable efforts to Telecast the FSN Tour Telecasts and, in the aggregate, each of the Additional FSN Tour Telecasts and the Required TBD Telecasts, of each Episode in the Clearance Threshold on regional sports networks carrying FSN programming ("Regionals"). Fox shall use commercially reasonable efforts to clear the Required Telecasts during the applicable telecast timeslots, if any. If Fox does not achieve the Clearance Threshold as required for an Episode, then Fox shall use commercially reasonable efforts to provide additional Telecasts for the particular Episode within seven days of the originally scheduled Telecast for such Episode at no charge to WPTE until the Clearance Threshold is met and, if such Telecast that did not achieve the Clearance Threshold was required to be cleared during a particular timeslot, then Fox shall use commercially reasonable efforts to provide such additional Telecasts during a time period similar to such timeslot or as close to such timeslot as reasonably practicable. The Required Telecasts schedule may be preempted by exceptional, non-recurring programming commitments imposed by third parties that are part of broader high priority programming packages of the applicable Fox network, or live event programming. If a Required Telecast is preempted, Fox shall use commercially reasonable efforts to provide additional Telecasts of such Episode during a time period similar to or as close to the Required Telecast timeslot for the particular preempted Episode within seven days of the originally scheduled Telecast for such Episode at no charge to WPTE. Fox has the right to replay each Episode on the Regionals, FS1 and/or FS2 at various times without restriction as to the number of airings.

7. SPONSORSHIP/ADVERTISING INVENTORY. In consideration of all rights and duties granted in this Agreement, WPTE will receive the Ad Time in the Telecast of each Episode for the promotion of ClubWPT.com and products and services of advertisers solicited by WPTE. All solicitations and sales proposed by WPTE of Ad Time and the content of all Integrations, Incidental Appearances, Promotional Ads commercials, billboards, features, signage and promotions (including, without limitation, ClubWPT.com advertising and signage, banners, mentions, and other promotion that WPTE is permitted to insert in any Episode (*e.g.*, on persons' bodies featured in the Episodes, hats, clothing, in the site background, etc.)) are subject to (i) Federal Communications Commission regulations and all other applicable federal and state regulations, (ii) News Corporation and Fox advertising regulations, telecast standards and practices policies, and (iii) Fox's prior approval, which shall be exercised in a good faith manner and consistent with similar network programming. WPTE is prohibited from including within the Episodes any tobacco advertising. Unless otherwise set forth in this Agreement, WPTE may not include within the Episodes or the Ad Time (1) any hard liquor/spirits/distilled beverages advertising or promotion, (2) any casino, sports book, online gambling, lottery or any other gambling advertising or promotion or any poker or other casino, gaming or gambling tutorial advertising or promotion, other than Fox-approved Integrations for the casino hosting each Event, (3) any advertisements or promotions that may constitute "calls to action" for cable or satellite subscribers to demand carriage of any programming service from their cable operator or satellite provider, (4) any advertisements or promotions for any cable or broadcast entity, including, without limitation, ABC, TNT, CSTV, ESPN, ESPN2, ESPN.com, or ESPN Radio, or any affiliated entities, or (5) any per inquiry and/or direct response spots, without Fox's prior written approval, which Fox may withhold in its sole discretion. Fox agrees that as of the Effective Date, casino Integrations that are similar to the casino Integrations contained in Season 14 of the Series are deemed Fox-approved Integrations. All WPTE-

proposed Integrations, advertisements, sponsors, promotions, billboards and features for inclusion within any Episode must be submitted in writing to and approved in writing by Fox in a timely manner prior to the first Telecast of such Episode. To ensure inclusion within the Episodes, all WPTE advertisements must (A) satisfy Fox's technical delivery requirements delineated in the Fox Guidelines, (B) be delivered in position on the master Beta SP tapes delivered to Fox for Telecast with full program audio on channels 1 and 2, unless an alternative video/audio source is agreed to by Fox and WPTE, and (C) consist of an assortment of commercial advertisements appropriate for the number of spots to be aired. In the event that WPTE advertisements are not properly delivered in a timely manner (unless due to Fox's negligence (e.g., untimely approvals)), Fox shall have no obligation to Telecast such advertisements. WPTE must fill all the Ad Time. WPTE may not authorize any third party to sell any Ad Time without Fox's prior written approval, such approval not to be unreasonably withheld, although Fox acknowledges that WPTE may hire an agent to approach sponsors about purchasing the Ad Time. WPTE shall communicate to Fox those commercial sponsors sold so as to avoid any duplication in the sales effort.

8. PAYMENT. Except to the extent offset by ClubWPT Payments, the Distribution Fee shall be remitted to the following location, attention Josh Oakley, on the date of payment:

National Sports Programming
File #55434
Los Angeles, CA 90012

Fox must receive payment of the Distribution Fee pursuant to the dates set forth in the Agreement regardless of the date WPTE receives an invoice from Fox. If any payment of the Distribution Fee is not received on or before the specified due date, Fox may elect to suspend future Telecasts of any and all Episodes.

9. RIGHT OF NEGOTIATION. During the Negotiation Period WPTE will negotiate in good faith with Fox for WPTE's grant of rights to episodes of the Series in the following year using commercially reasonable efforts to reach an agreement as soon as practicable. The obligations of WPTE under this Section will survive any termination of this Agreement by Fox as a result of a breach by WPTE. Nothing in this Section is meant to imply nor shall be construed to create an exclusive right of negotiation during the Negotiation Period.

10. REPRESENTATIONS AND WARRANTIES. WPTE acknowledges that Fox's rights in this Agreement are valuable and unique. WPTE represents, warrants and covenants to Fox that:

(i) (a) it has the full power and authority to make and perform this Agreement; (b) it has (or will have when the relevant programming is made available to Fox) the right to grant the license to distribute the Series, the Ad Time and the Promotional Ads purported to be granted in this Agreement; (c) the making or performance of this Agreement does not violate any of its agreements with any third party or any applicable law or court order; (d) the rights acquired by Fox, and its use of those rights, will not infringe on or violate any copyright, trademark, right of privacy, publicity or other literary or dramatic or any other right of any third party; (e) it will do nothing to interfere with or impair Fox's rights in this Agreement; and (f) it will provide to Fox upon request any documents (such as agreements with participants and sites) that confirm WPTE has obtained the necessary rights to perform this Agreement;

(ii) neither the Ad Time, the Promotional Ads, the Series nor any of the elements or material contained within specific Episodes thereof will: (a) infringe on or violate any person's or entity's right of privacy or publicity or other personal property right of any third party; (b) libel, slander or otherwise defame or disparage any third party, or violate any of their copyright, trademark, service mark or moral rights; or (c) violate any applicable law; and

(iii) WPTE will not grant any rights inconsistent with the rights granted to Fox by this Agreement.

Fox represents and warrants to WPTE that it has the right to enter into this Agreement and to perform all of its obligations hereunder.

11. INDEMNIFICATION.

(a) WPTE shall at all times indemnify, defend and hold harmless Fox, its partners and all affiliated companies thereof and their respective officers, directors, partners, shareholders,

employees, agents and representatives from and against any claim, demand, liability or judgment, including reasonable attorneys' fees and court costs ("Claims") arising out of the breach of any representation, warranty or other obligation or provision of this Agreement or arising out of the use, distribution, licensing or sublicensing of the Series, the Promotional Ads or the Ad Time in accordance with this Agreement, arising out of the ClubWPT.com business and the promotion thereof, arising out of the content of the Series to the extent that such Claim is based upon alleged libel, slander, defamation, invasion of the right of privacy, or violation or infringement of copyright, literary or music rights or otherwise arising out of the content of the Series as furnished by WPTE to Fox. This indemnity shall survive termination of this Agreement.

(b) Fox shall at all times indemnify, defend and hold harmless WPTE, its partners and all affiliated companies thereof and their respective officers, directors, partners, shareholders, employees, agents and representatives from and against any Claim arising out of any breach of representation, warranty or other obligation or provision hereof, arising out of the use, distribution, licensing or sublicensing of the Series by Fox not in accordance with this Agreement, resulting from the editing or repackaging of footage from the Episodes pursuant to Section 9 or arising out of any material added by Fox to the Series. This indemnity shall survive termination of this Agreement.

(c) A party seeking indemnification will give the indemnifying party prompt notice of any claim or litigation to which indemnity may apply. Failure to give such prompt notice will relieve the indemnifying party of its indemnification obligations to the extent that such failure has prejudiced the indemnifying party's defense of such claim or litigation. The indemnifying party shall have the right to assume and fully control the defense of any or all claims or litigation to which its indemnity applies. The indemnified party will cooperate fully (at the cost of the indemnifying party) with the indemnifying party in such defense and in the settlement of such claim or litigation.

(d) WPTE represents, warrants and covenants that it has or will secure prior to delivery of the initial Episode the following insurance: (i) Commercial General Liability: Such insurance shall be on an occurrence basis providing single limit coverage in an amount of not less than $1,000,000 per occurrence and shall include coverage for, but not limited to premises/operations, products/completed operations, contractual, independent contractors, broad form property damage, personal injury and fire legal liability. The policy shall not contain any intra-insured exclusion as between insured persons or organizations but shall include coverage for liability assumed under this Agreement as an "insured contract." The Certificate Holders (as defined below) shall be added as additional insureds and coverage shall be primary to and not contributory with any similar insurance carried by Certificate Holders; (ii) Umbrella/Excess Liability: Limits of liability of at least $4,000,000 per occurrence for a total limit of not less than $5,000,000 including primary commercial general liability; (iii) Worker's Compensation: Worker's compensation and employers liability insurance with a limit of liability for "Coverage B" of at least $1,000,000 each occurrence, covering all personnel employed either directly or by way of contract from any payroll service provider utilized. All statutory limits must be provided. Such policy of insurance shall contain a waiver of subrogation in favor of the Certificate Holders; and (iv) Errors & Omissions Liability: Limits of liability of at least $5,000,000 per occurrence and $5,000,000 annual aggregate for a period of three years with a deductible not to exceed $100,000 or such reasonable and customary deductible amounts to be approved by Fox. Such Errors & Omissions Liability insurance policy shall add the Certificate Holders as additional insureds. Such Errors & Omissions Liability insurance will respond to any claims arising from the production or exhibition of any Series episode including without limitation, liabilities for infringement or misappropriation of any person's intellectual property rights (including without limitation, copyright, trademarks, patents, trade secrets, know-how and other present and future property and/or proprietary rights of a similar nature), rights of publicity or rights of privacy, and false advertising. The insurance certificate should read as follows: Fox Sports Net, Inc., Fox Sports 1, LLC, Fox Entertainment Group, LLC, Twentieth Century Fox Film Corporation, Twenty First Century Fox, Inc., their parents, divisions, subsidiaries, affiliated companies, officers, directors, and employees (collectively, the "Certificate Holders") are included as additional insureds. All insurance required above shall be with companies duly licensed to transact

business in California, and maintaining during the policy term a "general policy holders rating" of at least an A or better, V, or such other rating, as may be required by Fox. No such policy shall be cancelable or subject to modification except after thirty (30) days prior written notice to Fox. Notwithstanding the foregoing, the WPTE must maintain insurance coverage and limits that meets or exceeds the requirements set forth above during the Seasons and with respect to Errors & Omissions Liability, for one (1) year thereafter. A copy of the certificate of insurance may be faxed directly to the Fox Risk Management department at (310) 369-2177. The telephone number for the Risk Management Department is (310)-369-1025. However, an original must be mailed to Fox Entertainment Group,LLC, P.O. Box 900, Beverly Hills, California 90213, Attention: Risk Management (2121/2252).

12. MISCELLANEOUS.

(a) WPTE has no authority to bind Fox to any agreements or other obligations, and will not attempt to do so. WPTE and Fox are independent contractors, and nothing in this Agreement shall be deemed to create any partnership, joint venture or agency relationship. As between each other, each party is fully responsible for all persons and entities it employs or retains, except as otherwise specifically provided in this Agreement.

(b) WPTE shall conform with Title 47 of the United States Code Sections 507 and 317 concerning broadcast matter and disclosures required thereunder, insofar as those Sections apply to persons furnishing program material for television broadcasting, including the requirements set forth in the Fox Guidelines. Without limiting the foregoing, WPTE hereby certifies and agrees that it has no knowledge of any information relating to the Series that requires disclosure under Sections 507 and/or 317, that it will promptly disclose to Fox any such information of which it hereafter acquires knowledge and that it shall not, without Fox's prior written approval, include in any Episode any matter for which any money, service, or other valuable consideration (as such terms are used in Sections 507 and/or 317) is directly or indirectly paid, accepted from, charged to or promised by a third party.

(c) If the delivery or Telecast of any Episode should be prevented or canceled due to any act of God, threat or act of terrorism, inevitable accident, strike or other labor dispute, fire, riot or civil commotion, government action or decree, inclement weather, failure of technical, production or television equipment or for any other reason beyond the control of WPTE or Fox, then neither WPTE nor Fox shall be obligated in any manner to the other with respect to such Episode(s), but all other rights Fox may have in this Agreement shall remain in effect and shall not be affected in any manner.

(d) Fox may terminate this Agreement if WPTE: (i) makes or has made a material misrepresentation; (ii) breaches a material obligation and such breach is not cured within a reasonable period of time; *provided*, *however*, that in no event shall the time to cure exceed five (5) days after receipt of written notice from Fox; or (iii) seeks relief under any bankruptcy statute, is placed in receivership or makes any assignment for the benefit of creditors. Fox's right to terminate this Agreement in any such instance shall be in addition to any other rights or remedies it may have under this Agreement or at law. In the event Fox terminates this Agreement pursuant to this Section, Fox may continue to Telecast the Episodes during the applicable Broadcast Period with no obligation to Telecast WPTE-designated commercial inventory.

(e) WPTE may terminate this Agreement if Fox: (i) makes or has made a material misrepresentation; (ii) breaches a material obligation and such breach is not cured within a reasonable period of time; *provided*, *however*, that in no event shall the time to cure exceed five (5) days after receipt of written notice from WPTE; or (iii) seeks relief under any bankruptcy statute, is placed in receivership or makes any assignment for the benefit of creditors. WPTE's right to terminate this Agreement in any such instance shall be in addition to any other rights or remedies it may have under this Agreement or at law.

(f) Except as specifically set forth herein, if either party breaches any provision of the Agreement, the damage, if any, caused to the other thereby will not be irreparable or otherwise sufficient to entitle a party to injunctive or other equitable relief. A party's rights and remedies in any such event shall be strictly limited to the rights set forth in this Agreement and the right, if any, to recover monetary damages in an action at law.

(g) All notices from either party to the other must be given in writing and sent by registered or certified mail (postage prepaid and return receipt requested), by hand or messenger

delivery, by overnight delivery service, by facsimile with receipt confirmed, to the respective addresses of WPTE and Fox listed in this Agreement. Fox's notice shall provide duplicate notice to the attention of: Senior Vice President, Business and Legal Affairs, c/o Fox Cable Networks, Building 103, 10201 West Pico Boulevard, Los Angeles, California 90035. Any notice or report delivered in accordance with this Section will be deemed given on the date actually delivered; provided that any notice or report deemed given or due on a Saturday, Sunday or legal holiday will be deemed given or due on the next business day. If any notice or report is delivered to any party in a manner which does not comply with this Section, such notice or report will be deemed delivered on the date, if any, such notice or report is received by the other party.

(h) Each party hereby agrees to execute any and all further documents that are necessary and proper to carry out the purposes of this Agreement.

(i) The failure or inability of either party to enforce any right hereunder will not waive any right with respect to other or future rights or occurrences.

(j) This Agreement contains the entire understanding of the parties. It supersedes all prior written or oral agreements and understandings pertaining to the subject matter of this Agreement and cannot be modified except by a written instrument signed by both parties.

(k) This Agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without reference to conflict of law provisions. Each party irrevocably and unconditionally: (i) submits to the general jurisdiction of the federal and state courts located in Los Angeles County, California; (ii) agrees that any action or proceeding concerning this Agreement will be brought exclusively in such courts; and (iii) waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding in any such court was brought in an inconvenient court and agrees not to claim or plead the same.

(l) Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party; except that Fox may, without such consent, assign this Agreement or any or all of its rights or obligations hereunder to its parent company, or any affiliate, subsidiary, or partnership in which itself or the parent company has an ownership interest, and either Party may assign this Agreement or any or all of its rights or obligations hereunder to another entity in connection with a merger, reorganization or sale of all or substantially all of the assets of such Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and no other person shall have any right, benefit or obligation under this Agreement as a third party beneficiary or otherwise.

(m) Any provisions in this Agreement found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions in this Agreement.

(n) Except as required by law (in each case with confidential treatment requested and such disclosure limited to such information and such portions of the Agreement that the disclosing party is advised by counsel as legally required to be disclosed), each party to this Agreement shall keep this Agreement confidential and neither party shall promulgate, publish, or otherwise disseminate the terms, provisions, or substance of this Agreement other than to the officers, directors, attorneys, insurance agents, and accountants of the parties hereto.

(o) This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together one and the same document. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

Exhibit 10.23

August 26, 2016

Adam Pliska
CEO/President
WPT Enterprises, Inc.
1920 Main Street, Suite 1150
Irvine, California 92614

Re: World Poker Tour Season Fourteen etc. – Exception to Exclusive Rights

Dear Adam:

We refer to the agreements, dated as of May 10, 2013 (as amended) and May 24, 2016 (collectively the "Agreements"), between WPT Enterprises, Inc. ("WPTE") and National Sports Programming ("Fox"), pursuant to which Fox will distribute episodes of the World Poker Tour television series. Any defined terms used but not defined herein shall have the meaning set forth in the applicable Agreement.

WPTE and Fox hereby agree that Section 8 of Exhibit A of each Agreement shall be amended by inserting the following paragraph (i) after the fourth full paragraph of Section 8 of Exhibit A of the May 10, 2013 Agreement, and (ii) after subparagraph 8(b) as a new subparagraph (8(b1) in Section 8 of Exhibit A of the May 24, 2016 Agreement:

> "Notwithstanding the foregoing exclusive Telecast rights, WPTE shall have the right to offer for Telecast all Episodes of each season of the (Tour) Series on a subscription video-on-demand (SVOD) basis on World Poker Tour-branded applications powered by Zype delivered to OTT enabled devices (e.g., Roku, Apple TV) beginning one week after Fox premieres the final Episode of such season. Once initially available pursuant to the preceding sentence, WPTE shall not be required to restrict the availability of Episodes on such applications on dates that Fox premieres the then current season of the (Tour) Series (i.e., currently Sunday nights)."

Except as set forth herein, the Agreement will not otherwise be changed, altered or amended and remains in full force and effect. This letter agreement, together with the Agreements, constitutes the entire understanding and agreement between the parties with respect to the subject matter of the Agreements. If the above confirms your understanding, please signify your acceptance by signing below.

Sincerely,

NATIONAL SPORTS PROGRAMMING

By: _____
Name: _____
Title: _____

Agreed and Accepted by:

WPT ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

Exhibit 10.24

January 23, 2017

Adam Pliska
CEO & President
WPT Enterprises, Inc.
1920 Main Street, Suite 1150
Irvine, California 92614

Re: World Poker Tour TBD Programming – Number of Episodes to be Supplied

Dear Adam:

We refer to the agreement, dated as of May 24, 2016 (as amended, the "Agreement"), between WPT Enterprises, Inc. ("WPTE") and National Sports Programming ("Fox"), pursuant to which Fox will distribute episodes of the World Poker Tour television series and TBD Programming. Any defined terms used but not defined herein shall have the meaning set forth in the Agreement.

WPTE and Fox hereby agree that the second full paragraph of Section 1 of Exhibit A of the Agreement is amended and restated as follows:

> "*TBD Programming:* In each Season, WPTE will supply to Fox eight (8) fully produced and broadcast quality sixty (60) minute (between forty-two minutes twenty-one seconds (42:21) and forty-four minutes twenty-one seconds (44:21) of content as determined by Fox) episodes of original programming (the "TBD Episodes" and together with the Tour Episodes, "Episodes"). The TBD Episodes will be composed of mutually agreed upon content connected with WPTE."

Except as set forth herein, the Agreement will not otherwise be changed, altered or amended and remains in full force and effect. This letter agreement, together with the Agreement, constitutes the entire understanding and agreement between the parties with respect to the subject matter of the Agreement.

[Signature Page Follows]

If the above confirms your understanding, please signify your acceptance by signing below.

Sincerely,

NATIONAL SPORTS PROGRAMMING

By: _____
Name: _____
Title: _____

Agreed and Accepted by:

WPT ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

Exhibit 10.25

June 1, 2017

Adam Pliska
CEO & President
WPT Enterprises, Inc.
1920 Main Street, Suite 1150
Irvine, California 92614

Re: World Poker Tour Corporate Restructure & Change of Ownership of Episodes

Dear Adam:

We refer to the Program Production and Televising Agreement, dated as of July 25, 2008 (as amended from time to time, the "**ClubWPT Agreement**") and the Agreement, dated as of May 24, 2016 (as amended, the "**Network Agreement**", and together with the ClubWPT Agreement, the "**Agreements**"), between WPT Enterprises, Inc. ("**WPTE**") and National Sports Programming ("**Fox**"), pursuant to which Fox will distribute episodes of the World Poker Tour television series and TBD Programming. Any defined terms used but not defined herein shall have the meaning set forth in the Agreements.

Fox acknowledges that due to changes in WPTE's corporate structure, WPTE will assign any and all ownership of the Programs as referenced in the ClubWPT Agreement and any and all ownership of the Episodes as referenced in the Network Agreement to WPT Studios USA, Inc., a new Nevada corporation under the same common ownership as WPTE.

WPTE and Fox hereby agree that the first sentence of Section 6 of the ClubWPT Agreement is amended and restated as follows:

> "a. WPT Studios USA, Inc. shall be the sole and exclusive worldwide owner of all rights in the Programs and all elements thereof and all translations and localizations thereof except for FSN's proprietary marks used in the Programs, if any, and FSN's proprietary rights used in the production of the Programs; provided, however, FSN hereby grants WPT Studios USA, Inc. a non-exclusive license to include such FSN proprietary rights as part of the Programs; provided, further, FSN acknowledges and agrees that WPT Studios USA, Inc. has the non-exclusive right to use the Program format independently of the production of the Programs."

WPTE and Fox hereby agree that the last sentence of Section 5 of the Standard Terms & Conditions in Exhibit A of the Network Agreement is amended and restated as follows:

> "Except as set forth in Section 1 of the STC with respect to Fox materials and elements and subject to the rights granted in this Agreement, the Episodes, including all elements thereof and rights contained therein, are and shall remain the exclusive property of WPT Studios USA, Inc. under United States copyright, trademark and all other applicable laws and any rights not granted herein shall be reserved by WPT Studios USA, Inc."

Except as set forth herein, the Agreements will not otherwise be changed, altered or amended and remains in full force and effect. This letter agreement, together with the Agreements, constitutes the entire understanding and agreement between the parties with respect to the subject matter of the Agreements.

If the above confirms your understanding, please signify your acceptance by signing below.

Sincerely,

NATIONAL SPORTS PROGRAMMING

By: _____
Name: _____
Title: _____

Agreed and Accepted by:

WPT ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

Exhibit 10.26

May 26, 2017

Adam Pliska
CEO/President
WPT Enterprises, Inc.
1920 Main Street, Suite 1150
Irvine, California 92614

Re: World Poker Tour Season Fifteen etc. – Exception to Exclusive Rights

Dear Adam:

We refer to the agreements, dated as of May 10, 2013 (as amended) and May 24, 2016 (collectively the "Agreements"), and the Exception to Exclusive Rights letter agreement dated as of August 29, 2016 (the "Letter") between WPT Enterprises, Inc. ("WPTE") and National Sports Programming ("Fox"), pursuant to which Fox will distribute episodes of the World Poker Tour television series. Any defined terms used but not defined herein shall have the meaning set forth in the applicable Agreement.

WPTE and Fox hereby agree that the Letter shall be restated and replaced with this letter agreement and that Section 8 of Exhibit A of each Agreement shall be amended by inserting the following paragraph (i) after the fourth full paragraph of Section 8 of Exhibit A of the May 10, 2013 Agreement, and (ii) after subparagraph 8(b) as a new subparagraph (8(b1) in Section 8 of Exhibit A of the May 24, 2016 Agreement:

> "Notwithstanding the foregoing exclusive Telecast rights, WPTE shall have the right to offer for Telecast all Episodes of each season of the (Tour) Series on a subscription video-on-demand (SVOD) and an advertising video-on-demand (AVOD) basis on World Poker Tour-branded applications powered by Zype delivered to OTT enabled devices (e.g., Roku, Apple TV) beginning one week after Fox premieres the final Episode of such season. Once initially available pursuant to the preceding sentence, WPTE shall not be required to restrict the availability of Episodes on such applications on dates that Fox premieres the then current season of the (Tour) Series (i.e., currently Sunday nights). WPTE agrees and acknowledges that Fox shall have the right to revoke such AVOD rights with written notice to WPTE."

Except as set forth herein, the Agreement will not otherwise be changed, altered or amended and remains in full force and effect. This letter agreement, together with the Agreements, constitutes the entire understanding and agreement between the parties with respect to the subject matter of the Agreements. If the above confirms your understanding, please signify your acceptance by signing below.

Sincerely,

NATIONAL SPORTS PROGRAMMING

By: _____
Name: _____
Title: _____

Agreed and Accepted by:

WPT ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

Exhibit 10.27

September 6, 2017

Adam Pliska
CEO/President
WPT Enterprises, Inc.
1920 Main Street, Suite 1150
Irvine, California 92614

Re: World Poker Tour Season Fifteen etc. – Exception to Exclusive Rights

Dear Adam:

We refer to the agreements, dated as of May 10, 2013 (as amended) and May 24, 2016 (collectively the "Agreements"), between WPT Enterprises, Inc. ("WPTE") and National Sports Programming ("Fox"), pursuant to which Fox will distribute episodes of the World Poker Tour television series. Any defined terms used but not defined herein shall have the meaning set forth in the applicable Agreement.

WPTE and Fox hereby agree that Section 8 of Exhibit A of each Agreement shall be amended by inserting the following paragraph (i) after the fourth full paragraph of Section 8 of Exhibit A of the May 10, 2013 Agreement, and (ii) after subparagraph 8(g) as a new subparagraph (8(h)) in Section 8 of Exhibit A of the May 24, 2016 Agreement:

> "Notwithstanding the foregoing exclusive Telecast rights, WPTE shall have the right to offer for Telecast all Episodes of each season of the (Tour) Series on an advertising video-on-demand (AVOD) basis powered by Tubi TV delivered to OTT enabled devices (e.g., Roku, Apple TV) beginning one week after Fox premieres the final Episode of such season. Once initially available pursuant to the preceding sentence, WPTE shall not be required to restrict the availability of Episodes on such applications on dates that Fox premieres the then current season of the (Tour) Series (i.e., currently Sunday nights). WPTE agrees and acknowledges that Fox shall have the right to revoke such AVOD rights with written notice to WPTE."

Except as set forth herein, the Agreement will not otherwise be changed, altered or amended and remains in full force and effect. This letter agreement, together with the Agreements, constitutes the entire understanding and agreement between the parties with respect to the subject matter of the Agreements. If the above confirms your understanding, please signify your acceptance by signing below.

Sincerely,

NATIONAL SPORTS PROGRAMMING

By: _____
Name: _____
Title: _____

Agreed and Accepted by:

WPT ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

Exhibit 10.28

# OFFICE LEASE

## WILSHIRE COURTYARD

WILSHIRE COURTYARD L.L.C.,

a Delaware limited liability company,

as Landlord,

and

WPT ENTERPRISES, INC.,

a Delaware corporation

as Tenant.

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WILSHIRE COURTYARD

OFFICE LEASE

This Office Lease (the "Lease"), dated as of the date set forth in Section 1 of the Summary of Basic Lease Information (the "Summary"), below, is made by and between WILSHIRE COURTYARD L.L.C., a Delaware limited liability company ("Landlord"), and WPT ENTERPRISES, INC., a Delaware corporation ("Tenant").

SUMMARY OF BASIC LEASE INFORMATION

| TERMS OF LEASE | | DESCRIPTION |
|---|---|---|
| 1. | Date: | September 24, 2004 |
| 2. | Premises (Article 1). | |
| | 2.1 Building: | 5700 Wilshire Boulevard, Los Angeles, California 90036, containing 536,027 rentable square feet. |
| | 2.2 Premises: | 15,901 rentable square feet of space located on the third ($3^{rd}$) floor of the Building, as further set forth in Exhibit A to the Office Lease. |
| 3. | Lease Term (Article 2). | |
| | 3.1 Length of Term: | Seventy-five (75) months. |
| | 3.2 Lease Commencement Date: | The earlier of (a) the date which is ten (10) days after Substantial Completion of the Premises (defined in Lease Section 2.1), and (b) the date on which Tenant first occupies the Premises for the conduct of business therefrom. |
| 3.3 | Lease Expiration Date: | Seventy-five (75) months following the Lease Commencement Date. |

4. Base Rent (Article 3):

| Period Following Lease Commencement Date | Monthly Installment of Base Rent | Monthly Rental Rate per Rentable Square Foot |
|---|---|---|
| Months 1 - 3 | $ 0.00 | $ 0.00 |
| Months 4 - 15 | $37,844.38 | $ 2.38 |
| Months 16 - 27 | $39,116.46 | $ 2.46 |
| Months 28 - 39 | $40,388.54 | $ 2.54 |
| Months 40 - 51 | $41,660.62 | $ 2.62 |
| Months 52 - 63 | $43,091.71 | $ 2.71 |
| Months 64 - 75 | $44,522.80 | $ 2.80 |

| | | |
|---|---|---|
| 5. | Base Year (Article 4): | Calendar year 2004. |
| 6. | Tenant's Share (Article 4): | Approximately 2.966o/o. |
| 7. | Permitted Use (Article 5): | General office use consistent with a first-class office building, including, without limitation, entertainment and television production and post-production facilities and related activities consistent with a first-class office building |
| 8. | Security Deposit | $44,522.80 |
| 9. | Parking Pass Ratio (Article 28): | Up to three and one half (3.5), but no less than two and one-half (2.5) umeserved parking passes for every 1,000 rentable square feet of the Premises. Subject to the terms of Article 28 of the Lease, Tenant may elect to convert up to two (2) umeserved parking passes to reserved parking passes. |
| 10. | Address of Tenant (Section 29.18): | 1041 N. Formosa<br>Formosa Building, Suite 99<br>Hollywood, CA 90045<br>Attention: Adam Pliska, Director of Business alld Legal Affairs<br>(Prior to Lease Commencement Date)<br><br>and<br><br>5700 Wilshire Boulevard<br>Suite 350<br>Los Angeles, CA 90036<br>Attention: Adam Pliska, Director of Business and Legal Affairs<br>(After Lease Commencement Date)<br><br>with a copy to:<br><br>Sonnenschein Nath & Rosenthal LLP<br>601 South Figueroa Street, Suite 1500<br>Los Angeles, CA 90017<br>Attention: Robert M. Johnson, Esq. |
| 11. | Address of Landlord (Section 29.18): | See Section 29.18 of the Lease. |

12. Broker(s) (Section 29.24):

McCarthy Coole & Co. LLC
Wilshire Courtyard
5750 Wilshire Boulevard
Los Angeles, California 90036

and

Julien J. Studley, Inc.
10960 Wilshire Boulevard, 17th Floor
Los Angeles, California 90024
Attu: Janice Cimbalo
Robert Cavaiola

1. Premises, Building, Project, And Common Areas; Rentable Square Footage.

1. Premises, Building, Project and Common Areas.

(a) The Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises set forth in Section 2.2 of the Summary (the "Premises"). The outline oftl1e Prenlises is set forth in Exhibit A attached hereto and each floor or floors of the Premises has the number ofrentable square feet as set forth in Section 2.2 of the Summary. The parties hereto agree that the lease of the Premises is upon and subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of such terms, covenants and conditions by it to be kept and performed and that this Lease is made upon the condition of such performance. The parties hereto her·eby acknowledge that the purpose of Exhibit A is to show the approximate location of the Premises in the "Building," as that terln is defined in Section 1.1(b), below, only, and such Exhibit is not meant to constitute an agreement, representation or warranty as to the construction of the Premises, the precise area thereof, or the specific location of the "Common Areas," as that telm is defined in Section 1.l(c), below, or the elements thereof or of the accessways to the Premises or the "Project," as that term is defined in Section 1.l(b), below. Except as specifically set forth in this Lease and in the Tenant Work Letter attached hereto as Exhibit B (the "Tenant Work Letter"), Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Prenlises. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Prenlises, the Building or the Project or witll respect to the suitability of any of the foregoing for the conduct of Tenant's business, except as specifically set forth in this Lease and the Tenant Work Letter. The talcing of possession of the Premises by Tenant shall conclusively establish that the Premises and the Building were at such time in good and sanitary order, condition and repair.

(b) The Building and The Project. The Prenlises are a part of the building set forth in Section 2.1 of the Summary (the "Building"). The Building is part of an office project known as "Wilshire Courtyard." The term "Project," as used in this Lease, shall mean (i) the Building and the Conlillon Areas, (ii) the land (which is improved with landscaping, subterranean parking facilities and other improvements) upon whicl1 tlle Building and the Common Areas are located, and (iii) the other office building located adjacent to the Building and the land upon which such adjacent office building is located, and (iv) at Landlord's discretion, any additio11al real property, areas, land, buildings or other improvements added thereto outside of the Project.

(c) Common Areas. Tenant shall have the non-exclusive right to use in coma1on with other tenants in the Project, and subject to the rules and regulations referred to in Article 5 of this Lease, those portions of the Project which are provided, from time to time, for use in common by Landlord, Tenant and any other tenants of the Project (such areas, together with such other portions of the Project designated by Landlord, in its discretion, including certain areas designated for the exclusive use of certain tenants, or to be shared by Landlord and certain tenants, are collectively referred to herein as the "Common Areas"). The Co1nmon Areas shall consist of the "Project Common Areas" and the "Building Common Areas." The term "Project Common Areas," as used in this Lease, shall mean the portion of the Project designated as such by Landlord. The term "Building Common An·eas," as used in this Lease, shall mean the portions of the Common Areas located within the Building designated as such by Landlord. The manner in which the Common Areas are maintained and operated shall be at the sole discretio11 of Landlord, provided that Landlord shall maintain and operate same in a manner consistent with that of other first class, high-rise office buildings in the vicinity of the Building (the "Comparable Buildings") and the use thereof shall be subject to such reasonable rules, regulations and restrictions as Landlord may malce from time to tilne. Landlord reserves the right to close temporarily, make alterations or additions to, or change the location of elements of the Project and the Common Areas, provided such alterations, additions or changes do not adversely affect access to or Tenants normal business operations in the Premises.

2. Square Footages. The parties stipulate to the rentable area of the Prenlises and the Building set forth in Section 2 of the Summary, and such areas shall not be subject to remeasurement by either party.

3. Right of First Offer for Additional Space.

(a) Proposal to Lease. Subject to the other provisions of this Section 1.3, and pr·ovided Tenant is not in default hereunder (after any applicable notice and lapse of applicable cure periods), if any por·tion of

the third (3rd) floor of the Building containing 5,000 to 10,000 rentable square feet and which is immediately adjacent to the Premises, becomes available for lease to others (the "Available Space") during the Lease Term, Tenant shall have an ongoing right of first offer to lease such Available Space that becomes available as set forth herein. For purposes of this Section 1.3, Available Space shall not include (i) space for which existing leases are being renewed, or (ii) space which is the subject of options to expand or rights of first offer granted to any other person or tenant, which rights are existing on the date hereof or are granted hereafter without violation of Tenant's rights hereunder in connection with a lease of Available Space to any other Person for which Tenant has been given an opportunity to lease such Available Space hereunder.

(b) Offer Notice. Until the termination of Tenant's rights under this Section 1.3, provided Tenant has given Landlord notice of Tenant's interest in leasing Available Space (an "Interest Notice") (except as set forth below), Landlord shall not, within one hundred twenty (120) days after receipt of such notice, enter into or commit to enter into any lease of Available Space without first giving Tenant a notice ("Offer Notice") offering to lease such Available Space to Tenant on the following terms and conditions: (A) the term of this Lease as to such Available Space shall commence on the date on which Landlord delivers possession thereof to Tenant and shall continue (i) with respect to any lease of Available Space entered into on or before the third (3rd) anniversary of the Commencement Date, until the end of the Lease Term as to the balance of the Premises, and (ii) with respect to any lease of Available Space entered into after the third (3rd) anniversary of the Commencement Date, until the end of the Renewal Term as if the first Renewal Option were exercised (whether or not the first Renewal Option is, in fact, exercised by Tenant); (B) the Base Rent payable by Tenant for the Available Space shall be the Market Rent (as defined in Section 2.2 below) and the Base Year with respect to the Available Space leased by Tenant shall be adjusted in accordance with such Market Rent, (C) Tenant shall pay Additional Rent for the Available Space in accordance with the provisions of Article 4 of this Lease; (D) Tenant shall receive the applicable improvement allowance and other applicable concessions as determined in connection with the determination of the Market Rent for the Available Space to the extent any such allowance is then being given in the Comparable Transactions used in the determination of such Market Rent; and (E) the Available Space shall be added to the Premises for all other purposes of this Lease and all of the other terms and conditions of this Lease shall apply to such Available Space that is leased by Tenant during the term of this Lease with respect thereto. Tenant shall not be obligated to give Landlord an Interest Notice unless Landlord has previously given Tenant written notice specifying the current availability of the Available Space for lease to others and the dates the Available Space, if not currently available, will become available for lease to others (the "Available Space Notice") and the information contained in any Available Space Notice most recently given to Tenant remains accurate. If Landlord has not given Tenant an Available Space Notice which remains accurate, Landlord shall give Tenant an Offer Notice as set forth above, even without receipt of an Interest Notice from Tenant, prior to Landlord's entering into or committing to enter into any lease of Available Space, after which the other provisions of this Section 1.3 shall apply.

(c) No Acceptance. If Tenant does not accept the Available Space offered by Landlord by giving Landlord written notice of such acceptance (the "Acceptance Notice") within ten (10) business days after receipt of such Offer Notice, then Landlord shall be free to lease such space to any other Person and Tenant shall not have any rights under this Section 1.3 with respect to such Available Space for a period of one hundred fifty (150) days after expiration of said ten (10) business day period, and only upon Tenant's delivery of another Interest Notice. Tenant also shall have its rights under this Section 1.3 with respect to such space not accepted by Tenant, when such space again becomes Available Space after the expiration of a lease thereof to a third party.

(d) Market Rent. If Tenant timely accepts the Available Space offered by Landlord, Tenant shall lease the same from Landlord on the terms and conditions described in Paragraph 1.3(b) and at the Market Rent determined as follows. Landlord and Tenant shall attempt to agree on the Market Rent for a period often (10) business days after the after the date on which Tenant accepts the Available Space offered by Landlord in the Offer Notice. In the event that Landlord and Tenant do not agree upon such rent within said ten (10) business day period, on the fifth (5th) business day after the expiration of said ten (10) business day period, Landlord and Tenant shall each simultaneously submit to the other in writing its good faith estimate of the Market Rent. If the higher of said estimates is not more than one hundred and five percent (105%) of the lower of such estimates, the Market Rent in question shall be deemed to be the average of the submitted rates. If otherwise, then the rate shall be set by arbitration to be held in Los Angeles County, California in accordance with the Real Estate Valuation Arbitration Rules of the American Arbitration Association, as follows. Landlord and Tenant shall within five (5) business days after submittal of their estimates, each appoint a recognized real estate expert who is a member of M.A.I., who has

10 years of professional real estate experience in the market where the Premises are located and who shall have generally recognized current competence in the valuation of rental properties similar to the Building and Project which are located in the vicinity of the Project. The two experts so appointed shall appoint a third recognized real estate expert possessing the aforesaid qualifications. If the three experts to be so appointed are not appointed within ten (10) business days of the date the appraisal procedure is invoked, then the expert or experts, if any, who have been selected shall proceed to carry out the appraisal using the definition of Market Rent set forth in Paragraph 2.2(c) below. The expert or experts shall determine the Market Rent in accordance with the terms of this Lease and pick one of the two rates submitted, being the rate that is closer to the Market Rent as deter1nined by the al·bitrator using the definition set forth in Section 2.2. Any such selection shall be signed by a majority of the experts if more than two have been selected. If only two experts have been selected and they are unable to agree, then either Landlord or Tenant shall be entitled to apply to the presiding judge of the Superior Court of The County of Los Angeles, California for the selection of a third expert who shall then participate in such appraisal proceedings, and who shall be selected from a list of names of experts possessing the aforesaid qualifications submitted by Landlord and/or from a list of names of experts possessing the aforesaid qualifications submitted by Tenant. Each party shall pay the cost of the appraiser selected by such party, and shall equally share the cost of the third appraiser. The parties agree to be bound by the decision of the arbitrators, which shall be final and non-appealable, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Within fifteen (15) business days after the determination of the Rent under this Section, Tenant and Landlord shall execute an appropriate lease amendment reflecting Tenant's acceptance of the Offer Notice as tospecific Available Space and setting forth the Rent therefor.

(e) Termination of Right. Tenant's rights under this Section 1.3 shall expire (i) if Tenant does not timely exercise the Renewal Option set forth in Section 2.2 below, upon the lapse of Renewal Option on the date which is twelve (12) months prior to the expiration of the initial Lease Term, or (ii) if Tenant timely exercises the Renewal Option, on the eighth ($8^{th}$) anniversary of the Lease Commencement Date.

(f) Same Terms and Conditions. During the term of this Lease with respect to any Available Space leased by Tenant, such Available Space shall become part of the Premises and, except as otherwise provided in this Section 1.3, shall be leased upon the same terms and conditions as the original Premises.

(g) Personal Right. Tenant's right to lease Available Space as set forth in this Sectio11 1.3 is personal to Tenant and may not be assigned, transferred or conveyed to any party, except to an entity to which this Lease has been assigned (as permitted pursuant to Article 14 below) in its entirety which (i) has succeeded to the entire business and assets (by merger, reorganization or otherwise) of the original Tenant hereunder, or (ii) which is owned or controlled by Tenant or is under common ownership or control with Tenant. For purposes hereof, the words "control," and "Person" shall have the meanings ascribed to them in Paragraph 2.2(d) below. The foregoi11g shall not be construed to limit Tenant's ability to exercise its rights under this Section 1.3 for the benefit of any other assignee of the Lease permitted pursuant to Article 14 below.

2. Lease Term.

2.1 Initial Term. The terms and provisions of this Lease shall be effective as of tlledate of this Lease. The term of this Lease (the "Lease Term") shall be as set forth in Section 3.1 of the Summary, shall commence on the date set forth in Section 3.2 of the Summary (the "Lease Commencement Date"), and sl1all terminate on the date set forth in Section 3.3 of the Summary (the "Lease Expiration Date") unless this Lease is sooner terminated as hereinafter provided. For purposes of this Lease, the term "Lease Year" shall mean each consecutive twelve (12) month period during the Lease Term; provided, however, that the first Lease Year sl1all commence on the Lease Commencement Date and end on the last day of the eleventh month thereafter and the second and each succeeding Lease Year shall commence on the first day of the next calendar month; and further provided that the last Lease Year shall end on the Lease Expiration Date. For purposes of this Lease, "Substantial Completion" of the Premises shall occur upon (i) the completion of construction <>fthe "Tenant Improven1ents," as that term is defined in Section 2.1 of the Tenant Work Letter, in the Premises pursLiant to the plans and drawings which were prepared pursuant to the terms of the Tenant Work Letter, with the ex1;eption of any minor punch list items which do not adversely affect the ability of Tenant to utilize the Premises (sl1chas minor items of decoration) and (ii) Tenant has had unrestricted access to the Premises and the Building (including common areas) in accordance with the terms of this Lease. Subject to Section 2.4 below, this Lease shall not be void, voidable or subject to

termination, nor shall Landlord be liable to Tenant for any loss or damage resulting from Landlord's illability to deliver the Premises to Tenant, but no Rent hereunder shall be payable hereunder with respect to any delay in delivery of the Premises to the extent caused by Landlord. At any time during the Lease Trlll1and upon the Substantial Completion of the Premises, Landlord shall deliver to Tenant a notice of Lease Ttl1n dates in the forxn as set forth in Exhibit "C," attached hereto, which notice Tenant shall execute and return to Landlord within five (5) business days of receipt thereof.

2. Renewal Term.

(a) Option. Provided Tenant is not in default under this Lease (after any applicable notice and lapse of applicable cure periods) as of the date of exercise, Tenant shall have one option to renew this Lease ("Renewal Option") for the entire Premises for a period of five (5) years ("Renewal Term"), exercisable by giving written notice thereof ("Renewal Notice") to Landlord of its exercise of the Renewal Option not later than twelve (12) months prior to the Lease Expiration Date.

(b) Renewal Term Rent. The rent payable hereunder for the Premises during the Renewal Terrrl shall be adjusted to the Market Rent (as defined in Paragraph 2.2(c) below) as of the commencement of the Renewal Terln (the "Renewal Term Commencement Date"). In order to determine the Market Rent for the Renewal Tenn, Landlord and Tenant, ten (10) business days after the date on which the Renewal Notice is given by Tenant (but not earlier than fifteen (15) months prior to the expiration of the initial Tenn), shall commence discussions to endeavor to agree upon the applicable Market Rent. In the event that Landlord and Tenant do not agree upon such rent within twenty (20) business days after the expiration of said ten (10) business day period, on the twenty-fifth (25th) business day after the expiration of said ten (10) business day period, Landlord and Tenant shall each simultaneously submit to the other in writing its good faith estimate of the Market Rent. If the highel· of said estimates is not more than one hundred and five percent (105%) of the lower of such estimates, tlle Market Rent in question shall be deemed to be the average of the submitted rates. If otherwise, then the rate shall be set by arbitration to be held in Los Angeles, California in accordance with the Real Estate Valuation Arbitration Rules of the American Arbitration Association, as follows. Landlord and Tenant shall within five (5) business days after submittal of their estimates, each appoint a recognized real estate expert who is a member ofM.A.I. and who shall have generally recognized current competence in the valuation of rental properties similar to the Building and Project which are located in the vicinity of the Project. The two experts so appointed shall appoint a third recognized real estate expert possessing the aforesaid qualifications. If the three experts to be so appointed al·enot appointed within ten (10) business days of the date the appraisal procedure is invoked, then the expert or experts, if any, who have been selected shall proceed to carry out the appraisal using the definition of Market Rent set folih in Paragraph 2.2(c) below. The expert or experts shall determine the Market Rent in accordance with the tenns of this Lease and pick one of the two rates submitted, being the rate that is closer to the Market Rent as dete11lined by the arbitrator using the definition set forth in Paragraph 2.2(c). Any such selection shall be signed by a majority of the experts if more than two have been selected. If only two experts have been selected and they are unable to agree, then either Landlord or Tenant shall be entitled to apply to the presiding judge of the Superior Court of The County of Los Angeles, California for the selection of a third expert who shall then participate in such appraisal proceedings, and who shall be selected from a list of names of experts possessing the aforesaid qualifications submitted by Landlord and/or from a list of names of experts possessing the aforesaid qualifications submitted by Tenant.

Each party shall pay the cost of the appraiser selected by such party, and shall equally share the cost of the third appraiser. The parties agree to be bound by the decision of the arbitrators, which shall be final and non appealable, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

(c) Market Rent. The "Market Rent," shall be equal to the rent (including additional rellt and considering any "base year" or "expense stop" applicable thereto), including all escalations, of leases which have been entered into during the nine (9) month period prior to the commencement of the applicable option tenn, at which tenants are leasing non-renewal, non-encumbered, non-expansion, non-equity space ("Comparable Transactions") comparable in size, floor height and quality to the Premises for a similar lease tenn, which comparable space is located in the Project as well as what a comparable landlord of other first-class office buildings of comparable quality, age, size (with at least five (5) floors), quality of location, services and amenities ("Comparable Buildings") would accept in Comparable Transactions. For such purposes, Landlord and Tenant stipulate the Comparable Buildings include only the following: Colorado Center in Santa Monica and 6300

Wilshire Boulevard, 6500 Wilshire Boulevard and 5670 Wilshire Boulevard in Los Angeles. The detennination of the Market Rent shall take into consideration only the following concessions (the "Concessions"): (i) rental abatement concessions, if any, being granted such tenants in connection with such comparable space including, if applicable, periods of free rent for construction of improvements, (ii) tenant improvements or allowances provided or to be provided for such comparable space, taking into account the value of the existing improvements in such comparable space and in the Premises which can be re-used by Tenant, such value to be based upon the age, quality and layout of the improvements and the extent to which the same could be utilized by Tenant, and with respect to the Market Rent determination for the Renewal Tenn, based upon the fact that the precise Tenant Improvements existing in the Premises are specifically suitable to Tenant, but Tenant shall be entitled to repail· alldrefurbishment of such existing Tenant Improvements (and any applicable allowances with respect thereto) to the extent such repair or refurbishment is available in Comparable Transactions and the Premises require the same, and (iii) all other reasonable monetary and other economic concessions, if any, being granted such tenants in connection with such comparable space; and provided further that in calculating the rent for the Renewal Tenn, no consideration shall be given to the fact that Landlord is or is not required to pay a real estate brokerage commission in connection with Tenant's lease of the Premises during the Renewal Term or the fact that Landlord or such other landlol·ds are or are not required to pay real estate brokerage commissions in connection with such comparable space. The Market Rent shall additionally include a determination based on the concession package being offered by Landlord as to whetl1er, and if so to what extent, Tenant must provide Landlord with additional financial secm·ity, such as a letter of credit or guaranty, for Tenant's Rent obligations. Such dete1mination (if applicable) shall be made by reviewing the extent of financial security then generally being imposed in Comparable Transactions from tenants of compal·able financial condition and credit history to the then existing financial condition and credit history of Tenant (with appropriate adjustments to account for differences in the then-existing financial condition of Tenant and such other tenants).

(d) Transfer. The Renewal Option is personal to Tenant and may not be assigned, transferred or conveyed to any party, except to an entity to which this Lease has been assigned (as pennitted pursuant to Article 14 below) in its entirety which (i) has succeeded to the entire business and assets (by merger, reorganization or otherwise) of the original Tenant hereunder, or (ii) which is owned or controlled by Tenant or is under common ownership or control with Tenant. For purposes hereof, the word "control," as used above, mealls with respect to a Person that is corporation, the right to exercise, directly or indirectly, more thall fifty percent (50%) of the voting rights attributable to the shares of the controlled corporation and, with respect to a Person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled Person. The word "Person" means an individual, partnership, trust, corporation, firm or other entity. The foregoing shall not be construed to limit Tenant's ability to exercise its rights under· this Section 2.2 for the benefit of any other Transferee permitted pursuant to Article 14 below.

3. Option to Cancel.

(a) Option. Subject to Tenant's payment of the Termination Fee (as defined in Paragraph 2.3(b) below) and the other conditions set forth herein, Tenant shall have the option (the "Termination Option") to terminate this Lease (and all rights and obligations of the parties hereunder, except for accrued and unpaid or unperformed obligations and liabilities) effective on the fourth ($4^{th}$) anniversary of the Rent Commencement Date (the "Termination Date"). The Termination Option may be exercised by written notice (the "Termination Notice") given to Landlord at least nine (9) months prior to the Termination Date. Any such notice of termination shall be irrevocable when received by Landlord.

(b) Fee. Within thirty (30) days after Tenant's notice of exercise of the Temlination Option under this Section 2.3 and in order for such tennination to be effective, Tenant shall pay to Landlord the "Termination Fee," which shall equal the sum of(a) three (3) monthly installments of Base Rent (calculated using the monthly installment amount due during months 49 through 51 following the Lease Commencen1ent Date), plus (b) the unamortized amount of Landlord's Lease Costs (defined below) as of the Termination Date, with Landlord's Lease Costs amortized from the Rent Commencement Date over the Tern1 at an annual interest rate equal to the interest rate on five-year United States Treasury Bills issued on the date the Ter11iination Notice is given, plus two hundred (200) basis points. "Landlord's Lease Costs" are defined as the sum of(i) the amount of the Tenant Improvement Allowance expended by Landlord pursuant to Exhibit B attached hereto, plus (ii) the amount of brokerage commissions paid by Landlord in connection with this Lease, plus (iii) the Base Rent that would have been payable by Tenant during the first three (3) months after the Lease Commencement Date if the monthly rent for

the fourth (4th) month of the Lease Term had been payable for each of said three (3) months, plus (iv) attorneys' fees and costs incurred by Landlord in the preparation and negotiation of this Lease.

(c) Good Faith Exercise. Tenant may not exercise, nor announce any intention to exercise the Termination Option, in order to re-negotiate or improve for Tenant's benefit any of the terms of this Lease, including, without limitation, the Rent payable hereunder. This provision shall not be construed to limit Tenant's ability to initiate discussions of the same type and similar timing that other tenants in the market would be likely to initiate.

2.4 Tenant Cancellation for Failure to Complete. Tenant shall have the right to cancel and terminate this Lease (and the rights and obligations of the parties hereunder) if, on or before September 1, 2005, (the "Outside Completion Date"), Substantial Completion (defined in Section 2.1 above) has failed to occur. The Outside Completion Date shall be postponed, on a day-for-day basis by any Tenant Delays (defined, determined and adjusted as set forth in Section 5 of Exhibit B hereto) but not due to any delays due to Force Majeure events described in Section 29.16 below. Said right to cancel and terminate this Lease must be exercised by a written notice to Landlord given within thirty (30) days after the Outside Completion Date.

3. Rent.

1. Base Rent. Commencing on the date (the "Rent Commencement Date") which is three (3) months following the Lease Commencement Date, Tenant shall pay, without prior notice or demand, to Landlord or Landlord's agent at the management office of the Project, or, at Landlord's option, at such other place as Landlord may from time to time designate in writing, by a check (drawn on a bank having a branch office in Los Angeles, California) for currency which, at the time of payment, is legal tender for private or public debts in the United States of America, base rent ("Base Rent") as set forth in Section 4 of the Summary, payable in equal monthly installments as set forth in Section 4 of the Summary in advance, on or before the first day of each and every calendar month during the Lease Term, commencing on the Rent Commencement Date, without any setoff or deduction whatsoever. The Base Rent for the first full month of the Lease Term which occurs after the expiration of any free rent period shall be paid at the time of Tenant's execution of this Lease. If any Rent payment date (including the Rent Commencement Date) falls on a day of the month other than the first day of such month or if any payment of Rent is for a period which is shorter than one month, the Rent for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to 1/365 of the applicable annual Rent. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis.

2. Initial Three Month Period. Tenant may occupy the Premises for the conduct of business after the Lease Commencement Date and prior to the Rent Commencement Date, and all of the provisions of this Lease shall be in full force and effect upon such occupancy, except that no Base Rent or additional rent for Direct Expenses pursuant to Article 4 shall be payable for the Premises for the period prior to the Rent Commencement Date; provided, however, that Tenant shall pay any parking charges due hereunder for parking for such Premises and other sundry expenses due and payable hereunder as of the date that Tenant occupies the Premises, or any portion thereof, for the conduct of business.

4. Additional Rent.

1. General Terms. In addition to paying the Base Rent specified in Article 3 of this Lease, commencing on the Rent Commencement Date, Tenant shall pay "Tenant's Share" of the annual "Direct Expenses," as those terms are defined in Sections 4.2(f) and 4.2(b) of this Lease, respectively, which are in excess of the amount of Direct Expenses applicable to the "Base Year," as that term is defined in Section 4.2(a), below; provided, however, that in no event shall any decrease in Direct Expenses for any "Expense Year," as that term is defined in Section 4.2(c) below, below Direct Expenses for the Base Year entitle Tenant to any decrease in Base Rent or any credit against sums due under this Lease. Such payments by Tenant, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease, are hereinafter collectively referred to as the "Additional Rent", and the Base Rent and the Additional Rent are herein collectively referred to as "Rent." All amounts due under this Article 4 as Additional Rent shall be payable for the same periods and in the same manner as the Base Rent. Without limitation on other obligations of Tenant which survive the expiration of the Lease Term,

the obligations of Tenant to pay the Additional Rent provided for in this Article 4 that accrue prior to the expiration of the Lease Term shall survive the expiration of the Lease Term.

2. Definitions of Key Terms Relating to Additional Rent. As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

(a) "Base Year" shall mean the period set forth in Section 5 of the Summary.

(b) "Direct Expenses" shall mean "Operating Expenses" and "Tax Expenses."

(c) "Expense Year" shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires, provided that Landlord, upon notice to Tenant, may change the Expense Year from time to time to any other twelve (12) consecutive month period, and, in the event of any such change, Tenant's Share of Direct Expenses shall be equitably adjusted for any Expense Year involved in any such change.

(d) "Operating Expenses" shall mean all expenses, costs and amounts of every kind and nature which Landlord pays or accrues during any Expense Year because of or in connection with the ownership, management, maintenance, security, repair, replacement, restoration or operation of the Project, or any portion thereof. Without limiting the generality of the foregoing, Operating Expenses shall specifically include any and all of the following: (i) the cost of supplying all utilities, the cost of operating, repairing, maintaining, and renovating the utility, telephone, mechanical, sanitary, storm drainage, and elevator systems, and the cost of maintenance and service contracts in connection therewith; (ii) the cost of licenses, certificates, permits and inspections and the cost of contesting any governmental enactments which may affect Operating Expenses, and the costs incurred in connection with a governmentally mandated transportation system management program or similar program; (iii) the cost of all insurance carried by Landlord in connection with the Project; (iv) the cost of landscaping, relamping, and all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Project, or any portion thereof; (v) costs incurred in connection with the parking areas servicing the Building (subject to the exclusion of expenses set forth in Subparagraph 4.2(d)(10) below); (vi) fees and other costs, including management fees, consulting fees, legal fees and accounting fees, of all contractors and consultants in connection with the management, operation, maintenance and repair of the Project; (vii) payments under any equipment rental agreements and the fair rental value of any management office space; (viii) subject to item (6), below, wages, salaries and other compensation and benefits, including taxes levied thereon, of all persons engaged in the operation, management, maintenance and security of the Project; (ix) costs under any instrument pertaining to the sharing of costs by the Project; (x) operation, repair, maintenance and replacement of all systems and equipment and components thereof of the Building; (xi) the cost of janitorial, alarm, security and other services, replacement of wall and floor coverings, ceiling tiles and fixtures in common areas, maintenance and replacement of curbs and walkways, repair to roofs and re-roofing; (xii) amortization (including interest on the unamortized cost) over the useful life as Landlord shall reasonably determine, of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Project, or any portion thereof; (xiii) the cost of capital improvements or other costs incurred in connection with the Project (A) which are intended to effect economies in the operation or maintenance of the Project, or any portion thereof, (B) that are required under applicable laws to comply with conservation programs, (C) which are replacements or modifications of nonstructural items located in the Common Areas required to keep the Common Areas in good order or condition (provided that the costs for the same are properly expensed, and not a capital item, as determined in accordance with generally accepted accounting and management practices consistently applied), or (D) that are required under any governmental law or regulation by a federal, state or local governmental agency, except for capital repairs, replacements or other improvements to remedy a condition existing prior to the Lease Commencement Date which an applicable governmental authority, if it had knowledge of such condition prior to the Lease Commencement Date, would have then required to be remedied pursuant to then-current governmental laws or regulations in their form existing as of the Lease Commencement Date and pursuant to the then-current interpretation of such governmental laws or regulations by the applicable governmental authority as of the Lease Commencement Date; provided, however, that any capital expenditure shall be amortized (including interest on the amortized cost) over its useful life as Landlord shall reasonably determine; (xiv) costs, fees, charges or assessments imposed by, or resulting from any mandate imposed on Landlord by, any federal, state or local government for fire and police protection, trash removal, community

services, or other services which do not constitute "Tax Expenses" as that term is defined in Section 4.2(e), below. Notwithstanding the foregoing, for purposes of this Lease, Operating Expenses shall not, however, include:

(1) costs, including marketing costs, legal fees, space planners' fees, advertising and promotional expenses, and brokerage fees incurred in connection with the original construction or development, or original or future leasing of the Project, and costs, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements made for new tenants in the Project or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Project (excluding, however, such costs relating to any common areas of the Project or parking facilities);

(2) except as set forth in items (xii), (xiii), and (xiv) above, depreciation, interest and principal payments on mortgages and other debt costs, if any, penalties and interest, costs of capital repairs and alterations, and costs of capital improvements and equipment;

(3) costs for which the Landlord is reimbursed by any tenant or occupant of the Project or by insurance by its carrier or any tenant's carrier or by anyone else, and electric power costs for which any tenant directly contracts with the local public service company;

(4) any bad debt loss, rent loss, or reserves for bad debts or rent loss;

(5) costs associated with the operation of the business of the partnership or entity which constitutes the Landlord, as the same are distinguished from the costs of operation of the Project (which shall specifically include, but not be limited to, accounting costs associated with the operation of the Project). Costs associated with the operation of the business of the partnership or entity which constitutes the Landlord include costs of partnership accounting and legal matters, costs of defending any lawsuits with any mortgagee (except as the actions of the Tenant may be in issue), costs of selling, syndicating, financing, mortgaging or hypothecating any of the Landlord's interest in the Project, and costs incurred in connection with any disputes between Landlord and its employees, between Landlord and Project management, or between Landlord and other tenants or occupants, and Landlord's general corporate overhead and general and administrative expenses;

(6) the wages and benefits of any employee who does not devote substantially all of his or her employed time to the Project unless such wages and benefits are prorated to reflect time spent on operating and managing the Project vis-a-vis time spent on matters unrelated to operating and managing the Project; provided, that in no event shall Operating Expenses for purposes of this Lease include wages and/or benefits attributable to personnel above the level of Project manager or Project engineer;

(7) amount paid as ground rental for the Project by the Landlord;

(8) except for a Project management fee consistent with the management fee being charged in connection with the operation of Comparable Buildings (a fee not exceeding three percent (3%) of gross revenues of the Project shall be deemed acceptable), overhead and profit increment paid to the Landlord or to subsidiaries or affiliates of the Landlord for services in the Project to the extent the same exceeds the costs of such services rendered by qualified, first-class unaffiliated third parties on a competitive basis;

(9) any compensation paid to clerks, attendants or other persons in commercial concessions operated by the Landlord, provided that any compensation paid to any concierge at the Project shall be includable as an Operating Expense;

(10) the cost of payroll for clerks and attendants, garage keepers liability insurance, parking management fees, tickets and uniforms directly incurred in operating parking facilities;

(11) rentals and other related expenses incurred in leasing air conditioning systems, elevators or other equipment which if purchased the cost of which would be excluded from Operating Expenses as a capital cost, except equipment not affixed to the Project which is used in providing janitorial or similar services and,

further excepting from this exclusion such equipment rented or leased to remedy or ameliorate an emergency condition in the Project ;

(12) all items and services for which Tenant or any other tenant in the Project reimburses Landlord or which Landlord provides selectively to one or more tenants (other than Tenant) without reimbursement;

(13) costs, other than those incurred in ordinary maintenance and 1·epair, for sculpture, paintings, fountains or other objects of art;

(14) any costs expressly excluded from Operating Expenses elsewhere in this Lease;

(15) rent for any office space occupied by Project management personnel to the extent the size or rental rate of such office space exceeds the size or fair market rental value of office space occupied by management personnel of the Comparable Buildings in the vicinity of the Building, with adjustment where appropriate for the size of the applicable project;

(16) costs arising from the gross negligence or willful misconduct of Landlord or its agents, employees, vendors, contractors, or providers of materials or services;

(17) costs incurred to comply with laws relating to the removal of hazardous material (as defined under applicable law) which was in existence in the Building or on the Project prior to tlle Lease Commencement Date, and was of such a nature that a federal, State or municipal governn1ental authority, if it had then had knowledge of the presence of such hazardous material, in the state, and under the conditions that it then existed in the Building or on the Project, would have then required the removal of such hazardous material or other remedial or containment action with respect thereto; and costs incurred to remove, remedy, contain, or treat hazardous material, which hazardous material is brought into the Building or onto the Project after the date 11ereof by Landlord or any other tenant of the Project and is of such a nature, at that time, that a federal, State or mu11icipal governn1ental authority, if it had then had knowledge of the presence of such hazardous material, in the state, alld under the conditions, that it then exists in the Building or on the Project, would have then required the removal of such hazardous material or other remedial or containment action with respect thereto; and

(18) costs arising from Landlord's charitable or political contributions.

If Landlord is not furnishing any particular work or service (the cost of which, if perfo1111ed by Landlord, would be included in Operating Expenses) to a tenant who has undertaken to perfor1n such work or service in lieu of the performance thereof by Landlord, Operating Expenses shall be deemed to be increased by an amount equal to the additional Operating Expenses which would reasonably have been incurred during such period by Landlord if it had at its own expense furnished such work or service to such tenant. If the Project is not at least ninety-five percent (95%) occupied during all or a portion of the Base Year or any Expense Year, Landlord may elect to make all appropriate adjustment to the components of Operating Expenses that vary based on the occupancy of the Project for such year to deter1nine the amount of Operating Expenses that would have been incurred had the Project been ninety-five percent (95%) occupied; and the amount so deter1nined shall be deemed to have been the amount of Operating Expenses for such year, provided that a comparable adjustment shall have been made, or if not made, shall also be made to the Base Year Operating Expenses. Operating Expenses for the Base Year shall not include (to the extent not continuing and applicable only to the Base Year) market-wide labor-rate increases due to extraordinary circumstances, including, but not limited to, boycotts and stri<es, and utility rate increases due to extraordinary circumstances including, but not limited to, conservation surcharges, boycotts, embargoes or other shortages, or amortized costs relating to capital improvements.

(e) Taxes.

(1) "Tax Expenses" shall mean all federal, state, county, or local governn1ental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, (including, without limitation, real estate taxes, general and special assessments, transit taxes,

leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Project, or any portion thereof), which shall be paid or accrued during any Expense Year (without regard to any different fiscal year used by such governmental or municipal authority) because of or in connection with the ownership, leasing and operation of the Project, or any portion thereof.

(2) Tax Expenses shall include, without limitation: (i) Any tax on the rent, right to rellor other income from the Project, or any portion thereof, or as against the business of leasing the Project, or any portion thereof; (ii) Any assessment, tax, fee, levy or charge in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged by Tenant and Landlord that Proposition 13 was adopted by the voters of the State of California in the June 1978 election ("Proposition 13") and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, 1·efuse removal and for other governmental services for1nerly provided without charge to property owners or occupants, and, in further recognition of the decrease in the level and quality of governmental services and amenities as a result of Proposition 13, Tax Expenses shall also include any governmental or private assessments or the Project's contribution towards a governmental or private cost-sharing agreement for the purpose of augmenting or improving the quality of services and amenities normally provided by governmental agencies; (iii) Any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Premises or the Rent payable hereunder, including, without limitation, any business or gross income tax or excise tax with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof; and (iv) Any assessment, tax, fee, levy or charge, upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises.

(3) Notwithstanding the foregoing, the following shall be excluded from Tax Expenses: (i) net income, inheritance, estate, succession, transfer, gift, franchise, or capital stock tax, or any income taxes arising out of or related to ownership and operation of income-producing real estate (as opposed to rents, receipts or income attributable to operations at the Project, and except as expressly provided in Subparagraph 4.2(e)(l) above); (ii) any Tax Expenses attributable to any period prior to the Commencement Date hereof of after the expiration or earlier termination hereof; (iii) any assessments, charges, taxes, rents, fees, rates, levies, excises, license fees, per1nit fees, inspection fees, impact fees, concurrency fees, or other authorization fees or charges to the extent payable for the original development or installation of on- or off-site improvements or utilities (including without limitation street and intersection improvements, roads, rights of way, lighting, and signalization) necessary for the il1itial development or construction of the Project or any past, present or future phases thereof, or any past, present or future system development reimbursement schedule or sinking fund related to any of the foregoing, whether the improvements to which they may relate are installed prior to or after the Commencement Date of this Lease; and (iv) any items paid by Tenant under Section 4.5 of this Lease. All assessments which are not specifically charged to Tenant because of what Tenant has done, which can be paid by Landlord in installments, shall be paid by Landlord in the maximum number of installments permitted by law and not included as Tax Expenses except in the year in which the assessment installment is actually paid.

(4) Any costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in attempting to protest, reduce or minimize Tax Expenses shall be included in Tax Expenses in the Expense Year such expenses are paid. Tax refunds shall be credited against Tax Expenses and refunded to Tenant regardless of when received, based on the Expense Year to which the refund is applicable. If Tax Expenses for any Expense Year during the Lease Term or any extension thereof are increased after payment thereof, or if Tax Expenses for the Base Year are decreased after payment thereof, in either event for any reason, including, without limitation, error or reassessment by applicable governmental or municipal authorities, Tenant shall pay Landlord within thirty (30) days after demand any resulting increase in the amount of Tenant's Share of Direct Expenses for any Expense Year affected by such change. Any decrease in Tax Expenses, shall be paid by Landlord to Tenant within thirty (30) days after such determination or credited against Tax Expenses as set forth above.

(5) The amount of Tax Expenses for the Base Year shall be known as "Base Taxes". If in any comparison year subsequent to the Base Year, the amount of Tax Expenses decreases below the amount of

Base Taxes, then for purposes of all subsequent comparison years, including the comparison year in which such decrease in Tax Expenses occurred, the Base Taxes shall be decreased by an amount equal to the decrease in Tax Expenses.

(f) "Tenant's Share" shall mean the percentage set forth in Section 6 of the Summary.

3. Allocation of Direct Expenses.

(a) Method of Allocation. The parties acknowledge that the Building is a part of a multi-building project and that the costs and expenses incurred in connection with the Project (i.e. the Direct Expenses) should be shared between the tenants of the Building and the tenants of the other buildings in the Project. Accordingly, as set forth in Section 4.2 above, Direct Expenses (which consists of Operating Expenses and Tax Expenses) are determined annually for the Project as a whole, and a portion of the Direct Expenses, which portion shall be determined by Landlord on an equitable basis, shall be allocated to the tenants of the Building (as opposed to the tenants of any other buildings in the Project) and such portion shall be the Direct Expenses for purposes of this Lease. Such portion of Direct Expenses allocated to the tenants of the Building shall include all Direct Expenses attributable solely to the Building and an equitable portion of the Direct Expenses attributable to the Project as a whole.

(b) Cost Pools. Landlord shall have the right, from time to time, to equitably allocate some or all of the Direct Expenses for the Project among different portions or occupants of the Project (the "Cost Pools"), in Landlord's reasonable discretion. Such Cost Pools may include, but shall not be limited to, the office space tenants of a building of the Project or of the Project, and the retail space tenants of a building of the Project or of the Project. The Direct Expenses within each such Cost Pool shall be allocated and charged to the tenants within such Cost Pool in an equitable manner.

4. Calculation and Payment of Additional Rent. If for any Expense Year ending or commencing within the Lease Term, Tenant's Share of Direct Expenses for such Expense Year exceeds Tenant's Share of Direct Expenses applicable to the Base Year, then Tenant shall pay to Landlord, in the manner set forth in Section 4.4(a), below, and as Additional Rent, an amount equal to the excess (the "Excess"). If in any Expense Year, the amount of Tax Expenses is less than the amount of Base Taxes, the Excess shall be computed as if there were no Tax Expenses due for such year.

(a) Statement of Actual Direct Expenses and Payment by Tenant. Landlord shall give to Tenant within one hundred twenty (120) days following the end of each Expense Year, a statement (the "Statement") which shall state the Direct Expenses incurred or accrued for such preceding Expense Year, and which shall indicate the amount of the Excess. Within fifteen (15) business days after receipt of the Statement for each Expense Year commencing or ending during the Lease Term, if an Excess is present, Tenant shall pay, with its next installment of Base Rent due, the full amount of the Excess for such Expense Year, less the amounts, if any, paid during such Expense Year as "Estimated Excess," as that term is defined in Section 4.4(b), below, and if Tenant paid more as Estimated Excess than the actual Excess, Tenant shall receive a credit in the amount of Tenant's overpayment against Rent next due under this Lease. Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Share of Direct Expenses for the Expense Year in which this Lease terminates, if an Excess if present, Tenant shall pay to Landlord such amount within thirty (30) days after such determination, and if Tenant paid more as Estimated Excess than the actual Excess, Landlord shall, within thirty (30) days, deliver a check payable to Tenant in the amount of the overpayment. The provisions of this Section 4.4(a) shall survive the expiration or earlier termination of the Lease Term. The failure of Landlord to timely furnish the Statement for any Expense Year shall not prejudice Landlord or Tenant from enforcing its rights under this Article 4, unless Landlord fails to provide a Statement within eighteen (18) months after the end of the applicable Expense Year, in which case Tenant's obligation to pay for the Excess relating to such Expense Year shall terminate.

(b) Statement of Estimated Direct Expenses. In addition, Landlord shall endeavor to give Tenant a yearly expense estimate statement (the "Estimate Statement") which shall set forth Landlord's reasonable estimate (the "Estimate") of what the total amount of Direct Expenses for the then-current Expense Year shall be and the estimated excess (the "Estimated Excess") as calculated by comparing the Direct Expenses for such

Expense Year, which shall be based upon the Estimate, to the amount of Direct Expenses for the Base Year. The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Estimated Excess under this Article 4, nor shall Landlord be prohibited from revising any Estimate Statement or Estimated Excess theretofore delivered to the extent reasonably necessary. Thereafter, Tenant shall pay, with its next installment of Base Rent due, a fraction of the Estimated Excess for the then-current Expense Year (reduced by any amounts paid pursuant to the next to last sentence of this Section 4.4.(b)). Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year, including the month of such payment, and twelve (12) as its denominator. Until a new Estimate Statement is furnished (which Landlord shall have the right to deliver to Tenant at any time), Tenant shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12) of the total Estimated Excess set forth in the previous Estimate Statement delivered by Landlord to Tenant.

4.5 Taxes and Other Charges for Which Tenant Is Directly Responsible.

(a) Tenant shall be liable for and shall pay ten (10) business days before delinquency, taxes levied against Tenant's equipment, furniture, fixtures and any other personal property located in or about the Premises. If any such taxes on Tenant's equipment, furniture, fixtures and any other personal property are levied against Landlord or Landlord's property or if the assessed value of Landlord's property is increased by the inclusion therein of a value placed upon such equipment, furniture, fixtures or any other personal property and if Landlord pays the taxes based upon such increased assessment, which Landlord shall have the right to do regardless of the validity thereof but only under proper protest if requested by Tenant, Tenant shall upon demand repay to Landlord the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment, as the case may be.

(b) If the tenant improvements in the Premises, whether installed and/or paid for by Landlord or Tenant and whether or not affixed to the real property so as to become a part thereof, are assessed for real property tax purposes at a valuation higher than the valuation at which tenant improvements conforming to Landlord's "building standard" (i.e., in excess of $40.50 per rentable square foot) in other space in the Building are assessed, then the Tax Expenses levied against Landlord or the property by reason of such excess assessed valuation shall be deemed to be taxes levied against personal property of Tenant and shall be governed by the provisions of Section 4.5(a), above. Improvements installed in the Premises for Tenant's initial occupancy thereof, the cost for which is not in excess of the sum of the Tenant Improvement Allowance and Supplemental Allowance set forth in Article 2 of Exhibit B hereto, are hereby stipulated to be "building standard" for purposes of this Section.

(c) Notwithstanding any contrary provision herein, Tenant shall pay prior to delinquency any (i) rent tax or sales tax, service tax, transfer tax or value added tax, or any other applicable tax on the rent or services herein or otherwise respecting this Lease, (ii) taxes assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Project, including the Project parking facility; or (iii) taxes assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

4.6 Records; Audit. Landlord shall maintain in a safe and orderly manner all of its records pertaining to the Direct Expenses payable pursuant to this Article 4 for a period of two (2) years after the completion of each calendar year. Landlord shall maintain such records on a current basis and in sufficient detail to permit adequate review thereof and, at all reasonable times, copies of such records shall be available to Tenant's accounting personnel (but not other representatives except as set forth in this Section 4.6) for such purposes at the management office of the Project. If Tenant disputes a Statement provided under Section 4.4 above, provided Tenant is not in default under this Lease after notice and expiration of any applicable cure period, Tenant may, by written notice to Landlord within two (2) years after receipt of a Statement for a particular Expense Year, cause an audit to be commenced of the Direct Expenses for such Expense Year by a nationally or regionally recognized firm of certified public accountants or by Tenant's own internal certified public accountants on a non-contingency fee basis, at Tenant's sole expense, to verify if the Statement was accurate. Tenant shall give Landlord not less than ten (10) business days prior written notice of its intention to conduct any such audit. Landlord shall cooperate with Tenant during the course of such audit, which shall be conducted during normal business hours in Landlord's Building

management office. Landlord agrees to make such personnel available to Tenant as is reasonably necessary to conduct such audit, but in no event shall such audit last more than five (5) business days in duration for each Lease Year audited. Tenant shall be entitled to make photostatic copies of the relevant accounting records at Tenant's sole expense, provided that Tenant keeps such copies confidential (subject to any legal disclosure required by law, judicial process, or regulation) and does not show or distribute such copies to any third party; provided that Tenant's accounting personnel, attorneys and any auditor engaged by Tenant may review such records and Tenant may share any audit results with its professional advisors. If such audit reveals an overpayment of Direct Expenses for the year covered by such Statement, then, provided Landlord does not reasonably dispute the result of such audit, Landlord shall credit the next monthly rent payment of Tenant, or if the Ter1ll has expired, refund the overpayment. If such audit reveals an underpayment of Direct Expenses for the year covered by the Statement, then, pl·ovided Tenant does not reasonably dispute the result of such audit, Tenant shall pay the same with its next monthly rent payment, or if the Te11n has expired, within fifteen (15) days after receipt of the audit results. If Landlord disputes the results of an audit caused by Tenant, Landlord shall send Tenant a notice within thirty (30) days of receipt of the results of such audit and either party may submit the dispute to arbitration in accordance with Section 4.7 below provided that Tenant shall continue to pay to Landlord all rent, including any adjustments pursuant to this Article 4, until a final decision is rendered by such arbitration. Tenant's failure to dispute a year-end Statement and conduct an audit of Direct Expenses within two (2) years after receipt of the Statement for a particular Expense Year shall constitute Tenant's acknowledgement of the accuracy of such Statement. No audit hereunder shall be permitted after termination of the Lease due to default by Tenant, and Tenant agrees to keep the results of any audit hereunder confidential. Tenant agrees to pay the cost of any audit hereunder by Tenant; provided that if the audit reveals, with respect to any Expense Year, that Landlord has billed Tenant for Tenant's share of Direct Expenses more than five percent (5o/o)in excess of the Direct Expenses that Tenant should pay for such Expense Year pursuant to the terms of the Lease, then Landlord shall pay the reasonable cost of such audit, provided that the cost shall not exceed the reasonable customary cost of such audit on an hourly fee basis.

4.7 Arbitration of Audit Dispute. When invoked pursuant to Section 4.6 above, a dispute regarding an audit conducted pursuant to Section 4.6 shall be resolved by arbitration conducted in Los Angeles, California, as provided in this Section 4.7. The party desiring such arbitration shall give written notice thereof to the other specifying the dispute to be arbitrated. Within twenty (20) days after the date on which the arbitration procedure is invoked, each party shall appoint an experienced arbitrator and notify the other party of the arbitrator's name and address. The two arbitrators so appointed shall appoint a third experienced arbitrator.If the three arbitrators to be so appointed are not appointed within thirty (30) days after the date the arbitration procedure is invoked as provided in this Lease, then the arbitrator or arbitrators, if any, who have been selected shall proceed to carry out the arbitration.

The arbitrator or arbitrators so selected shall furnish Landlord and Tenant with a written decision within thirty (30) days after the date of selection of the last of the arbitrators to be so selected. Any decision so submitted shall be signed by a majority of the arbitrators, if more than two have been selected. If only two arbitrators have been selected and they are unable to agree, then either Landlord or Tenant shall be entitled to apply to the presiding judge of the Superior Court of the County of Los Angeles, California for the selection of a third arbitrator who shall be selected from a list of names of experienced arbitrators submitted by Landlord or from a list of names submitted by Tenant, as the case may be, unless both Landlord and Tenant submit lists of names, in which case the Court, in its sole discretion, shall select the third arbitrator from the lists. In designating arbitrators and irl deciding the dispute, the arbitrators shall act in accordance with the Commercial Rules of Arbitration then in force of the American Arbitration Association, subject, however, to such limitations as may be placed upon them by the provisions of this Lease. The decision of the arbitrators shall be final and biriding upon the parties, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The obligation of Landlord and Tenant to submit a dispute to arbitration is limited to disputes arising under Section 4.6 above.

5. Use Of Premises.

5.1 Permitted Use. Tenant shall use the Premises solely for the Permitted Use set forth in Section 7 of the Summary and Tenant shall not use or permit the Premises or the Project to be used for any other purpose or purposes whatsoever without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.

5.2 Prohibited Uses. The uses prohibited under this Lease shall iriclude, without limitation, use of the Premises or a portion thereof for (i) offices of any agency or bureau of the United States or any state or political

subdivision thereof; (ii) offices or agencies of any foreign governmental or political subdivision thereof; (iii) offices of any health care professionals or service organization; (iv) schools or other training facilities which are not ancillary to corporate, executive or professional office use; (v) retail or restaurant uses; or (vi) live broadcasting activities such as radio and/or television stations. Tenant shall not allow occupancy density of the Premises greater than the highest density of any other office tenant of the Building. Tenant further covenants and agrees that Tenant shall not use, or suffer or permit any person or persons to use, the Premises or any part thereof for any use or purpose contrary to the provisions of the Rules and Regulations set forth in Exhibit D, attached hereto, or in violation of the laws of the United States of America, the State of California, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Project) including, without limitation, any such laws, ordinances, regulations or requirements relating to hazal·dous materials or substances, as those terms are defined by applicable laws now or hereafter in effect. Tenant shall not do or pel·mit anything to be done in or about the Premises which will in any way damage the reputation of the Project or obstruct or interfere with the rights of other tenants or occupants of the Building, or injure or annoy them or use 0l· allow the Premises to be used for any improper, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises.

6. Services and Utilities.

1. Standard Tenant Services. Landlord shall provide the following services on all days (unless otherwise stated below) during the Lease Terrn.

(a) Subject to limitations imposed by all governmental rules, regulations and guidelines applicable thereto, Landlord shall provide heating and air conditioning ("HVAC") when necessary for normal comfort for norl11al office use in the Prenrises during "Building Hours," as that te1m is defined, below. For purposes of this Lease, "Building Hours" shall be from 8:00 A.M. to 6:00 P.M. Monday through Friday, and on Saturdays from 9:00 A.M. to 1:00 P.M., except for the date of observation of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and, at Landlord's discretion, other nationally recognized holidays which are observed by other Comparable Buildings (collectively, the "Holidays"). Notwithstanding the foregoing, Building Hours shall be from 8:00 A.M. to 7:00 P.M. Monday through Friday, and on Saturdays from 9:00 A.M. to 1:00 P.M., except for the date of observation of the Holidays, for so long as Landlord remains obligated to provide such extended hour of operation under the now existing lease for a third party tenant in the Building, which obligation Landlord expects to continue through April 2006.

(b) Landlord shall provide adequate electrical wiring and facilities (including use of Tenant's pro rata share of existing risers and conduit required for access to electricity and for data and communications wiring) for connection to Tenant's lighting fixtures and normal office use equipment, typical densities, including copy machines and microwaves. Landlord shall, as a standard service, furnish to the Prenrises during Building Hours, electric current of not less than five (5) watts per square foot on an annualized connected load basis, and otherwise subject to Title 24 regulations. Tenant will design Tenant's electrical system serving any equipment producing nonlinear electrical loads to accommodate such nonlinear electrical loads, including, but not limited to, oversizing neutral conductors, derating transformers and/or providing power-line filters. Engineering plans shall include a calculation of Tenant's fully connected electrical design load with and without demand factors and sllall indicate the number of watts ofunmetered and submetered loads. Tenant shall bear the cost of replacement of lamps, starters and ballasts for non-Building standard lighting fixtures within the Premises.

(c) Landlord shall provide city water from the regular Building outlets for drinking, lavatory and toilet purposes in the Building Common Areas.

(d) Landlord shall provide janitorial services to the Premises five (5) days per week, except the date of observation of the Holidays, in and about the Prenrises and window washing services in a manner consistent with other comparable buildings in the vicinity of the Building.

(e) Landlord shall provide nonexclusive, non-attended automatic passenger elevator service during the Building Hours, shall have one elevator available at all other times. Tenant shall have access to the Building, Premises and Project parking facility 24 hours a day, seven days a week, subject to reasonable rules and regulations and security procedures from time-to-time established by Landlord.

(f) Landlord shall provide nonexclusive freight elevator service subject to scheduling by Landlord.

(g) Landlord shall provide reasonable access control services for the Building seven (7) days per week, twenty-four (24) hours per day, in a manner consistent with other comparable first class office buildings in the vicinity of the Building. Notwithstanding the foregoing, Landlord shall in no case be liable for personal injury or property damage for any error with regard to the admission to or exclusion from the Building or Project of any person; subject to Landlord's indemnification obligations set forth in Article 10 below.

(h) Landlord shall provide building security equipment, procedures and personnel for the Project which are consistent with those used in other comparable first class office buildings in the vicinity oftl1e Building. Landlord does not warrant the effectiveness of said security equipment, procedures and personnel and Tenant shall have the right, at Tenant's expense, to provide additional security equipn1ent or personnel in the Premises, provided that Landlord is given reasonable access to the Premises and that any such security system installed by Tenant complies with all applicable codes and shall not create any material security risk to the Building or materially adversely affect the rights of other tenants in the Project.

(i) Tenant may install a supplemental or independent cooling system in the Premises ("Additional HVAC Equipment") and may use, at Tenant's sole expense, the Building's chilled or condense1· water and electricity for the Additional HVAC Equipment. Tenant's use of such utilities shall be separately metered using meters installed at Tenant's sole expense. The Additional HVAC Equipment and the utilization of chilled or condenser water and electricity shall comply with applicable insurance regulations and applicable laws, shall not cause per·manent damage or injury to the Building, Building systems, Building structure or the Premises, shall not create a dangerous or hazardous condition nor interfere with or disturb other tenants in the Building, alldshall be consistent with a first-class office building. The installation of Additional HVAC Equipment shall be subject to Landlord's prior approval pursuant to the terms of Exhibit B or Article 8 below, as applicable. Tenant sl1all be responsible for all costs related to the Additional HVAC Equipment and installation thereof, including without limitation, costs of any modification to the Base, Shell and Core, Building systems and Building structure and costs of subsequent maintenance in connection therewith.

Tenant shall cooperate fully with Landlord at all times and abide by all regulations and requirements that Landlord may reasonably prescribe for the proper functioning and protection of the HVAC, electrical, mechanical and plumbing systems. Landlord agrees that it will cause the Project, Building and Common Areas to be maintained in a manner consistent with a first class office building in the vicinity of the Project.

6.2 Overstandard Tenant Use. Tenant shall not, without Landlord's prior written consel1t, use lleat-generating machines, machines other than normal fractional horsepower office machines, or equipment or lighting other than Building standard lights in the Premises, which may affect the temperature otherwise maintained by the air conditioning system or increase the water nor11ally furnished for the Premises by Landlord pursuant to the terms of Section 6.1 of this Lease. If such consent is given, Landlord shall have the right to install supplementary ail· conditioning units or other facilities in the Premises, including supplementary or additional metering devices, and the cost thereof, including the cost of installation, operation and maintenance, increased wear and tear on existing equipment and other similar charges, shall be paid by Tenant to Landlord upon billing by Landlord. If Tenant uses water, electricity, heat or air conditioning in excess of that supplied by Landlord pursuant to Section 6.1 of tllis Lease, Tenant shall pay to Landlord, upon billing, the cost of such excess consumption, and, if such excess is used by Tenant on a regular basis, the cost of the installation, operation, and maintenance of equipment which is installed in order to supply such excess consumption, and the cost of the increased wear and tear on existing equipn1ent caused by such excess consumption. Landlord may install devices to separately meter any increased use and in such event Tenant shall pay the increased cost directly to Landlord, on demand, at the rates charged by the public utility company furnishing the same, including, if such excess is used bY.Tenant on a regular basis, the cost of such additional metering devices. Tenant's use of electricity shall never exceed the capacity of the feeders to the Project or the risers or wiring installation. If Tenant desires to use heat, ventilation or air conditioning during hours other than those for which Landlord is obligated to supply such utilities pursuant to the terms of Section 6.1 of tllis Lease, Tenant shall give Landlord such prior notice, if any, as Landlord shall from time to time establish as appropriate, of Tenant's desired use in order to supply such utilities, and Landlord shall supply such utilities to Tenant at such

hourly cost to Tenant (which shall be treated as Additional Rent) as Landlord shall from time to time establish. The charge for after hours HVAC as of the date hereof is $65.00 per hour per zone on the floors of the Building.

3. Interruption of Use. Tenant agrees that, except as set forth in Section 6.4 below, Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by breakage, repairs, replacements, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building or Project after reasonable effort to do so, by any riot or other dangerous condition, emergency, accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 6. Landlord may comply with voluntary controls or guidelines promulgated by any governmental entity relating to the use or conservation of energy, water, gas, light or electricity or the reduction of automobile or other emissions without creating any liability of Landlord to Tenant under this Lease, provided that Tenant's use oftl1e Premises is not materially adversely affected thereby.

4. Abatement for Untenantability. If the Premises or any portion thereof are rendered untenantable and are not used by Tenant for a period of three (3) consecutive business days or any ten (10) days in any twelve (12) month period (the "Eligibility Period") as a result of failure in the water, sewage, air conditioning, heating, ventilating, elevator or electrical systems of the Project, or as a result of any damage described in Article 11, or as a result of any taking by eminent domain described in Article 13, or because of the presence of Hazardous Materials (defined in Section 29.34 below) in, on or around the Building, the Premises or the Project, or as a result of any repair, maintenance or alteration performed by Landlord which interferes with Tenant's use of the Premises, Tenant's rent shall be reduced and abated after the expiration of the Eligibility Period for such time as the Premises or such portion thereof remain untenantable and are not used by Tenant, in the proportion that the rentable area of the portion of the Premises rendered untenantable and not used by Tenant bears to the total rentable area of the Premises. If the untenantability of the Premises described in this Section 6.4 is due to an event of damage described in Article 11, after three (3) consecutive days of such untenantability Tenant's rights to rent abatement hereunder shall relate back to the first day of such untenantability. Notwithstanding the foregoing, during any rent abatement under this Lease, Tenant shall pay Landlord Additional Rent for all services and utilities provided to and used by Tenant during the period of the rent abatement. However, if due to the causes referred to in the first sentence of this Section 6.4, any portion of the Premises is rendered untenantable for a period of time in excess of the Eligibility Period, and the remaining portion of the Premises is not sufficient to allow Tenant to effectively conduct its business therein, and if Tenant does not conduct its business from such remaining portion, then for such time after expiration of the Eligibility Period during which Tenant is so prevented from effectively conducting its business therein, the rent for the entire Premises shall be abated; provided, however, if Tenant reoccupies and conducts its business from any portiol1 of the Premises during such period, the rent allocable to such reoccupied portion, based on the proportion that the rentable area of such reoccupied portion of the Premises bears to the total rentable area of the Premises, shall be payable by Tenant from the date such business operations commence. If Tenant's right to abatement occurs during a free rent period which arises after the Lease Commencement Date, Tenant's free rent period shall be extended for the number of days that the abatement period overlapped the free rent period ("Overlap Period"). Landlord shall have the right to extend the expiration date for a period of time equal to the Overlap Period if Landlord sends a notice to Tenant of such election within thirty (30) days following the end of the extended free rent period. If Tenant's right to abatement occurs because of damage to the Premises described in Article 11, Tenant's abatement period shall continue until Tenant has been given reasonably sufficient time, and reasonably sufficient access to the Premises, for the restoration of the Premises and installation of Tenant's property, furniture, fixtures and equipment and to move in. To the extent rental loss insurance carried by Landlord, the premiums for which are included in Direct Expenses, covers rent loss for any portion of the Eligibility Period, the Eligibility Period shall be reduced to the extent of such coverage.

7. epairs.

Tenant shall, at Tenant's own expense, pursuant to the terms of this Lease, including without limitation Article 8 hereof, keep the Premises, including all improvements, fixtures and furnishings therein, in good order, repair and condition at all times during the Lease Te11n. In addition, Tenant shall, at Tenant's own expense, but under the supervision and subject to the prior approval of Landlord, and within any reasonable period of time specified by Landlord, pursuant to the terms of this Lease, including without limitation Article 8 hereof, but subject to the terms of Section 10.5 hereof, promptly and adequately repair all damage to the Premises and replace or repair all damaged, broken, or worn fixtures and appurtenances, except for damage caused by ordinary wear and tear or beyond the reasonable control of Tenant; provided however, that, at Landlord's option, or if Tenant fails to make such repairs, Landlord may, but need not, ten (10) days after delivery of written notice to Tenant, make such repairs and replacements, and Tenant shall pay Landlord the costs incurred therefore, thirty (30) days being billed for same. Notwithstanding the foregoing, Landlord shall be responsible for repairs to the Common Areas, exterior walls, foundation and roof of the Building, the structural portions of the floors of the Building, and the systems and equip1nent of the Building, except to the extent that such repairs are required due to the negligence or willful misconduct of Tenant; provided, however, that if such repairs are due to the negligence or willful misconduct of Tenant, Landlord shall nevertheless make such repairs at Tenant's expense, subject to the terms of Section 10.5 below. Landlord may, but shall not be required to, enter the Premises at all reasonable tin1es after reasonable prior notice to make such repairs, alterations, improvements or additions to the Premises or to the Project or to any equipment located in the Project as Landlord shall desire or deem necessary or as Landlord may be required to do by governmental or quasi-governmental authority or court order or decree. Tenant hereby :waives any and all rights under and benefits of subsection 1 of Section 1932 and Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.

8. Additions And Alterations.

1. Landlord's Consent to Alterations. Tenant may not make any improvements, alterations, additions or changes to the Premises or any mechanical, plumbing or HVAC facilities or systems pertaining to the Premises (collectively, the "Alterations") without first procuring the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than thirty (30) days prior to the commencement thereof, and which consent shall not be unreasonably withheld by Landlord, provided it shall be deemed reasonable for Landlord to withhold its consent to any Alteration which affects the structural portions or the systems or equipment of the Building, which is visible from the exterior of the Building or which may give rise to a governmentally required change to the "Base Building," as that term is defined in Section 8.2, below. Notwithstanding the foregoing, Tenant shall be permitted to make Alterations following ten (10) business days notice to La11dlord, but without Landlord's prior consent, to the extent that such Alterations are decorative only (i.e., installation of carpeting or painting of the Premises). The construction of the initial improvements to the Premises shall be governed by the terms of the Tenant Work Letter and not the terms of this Article 8.

2. Manner of Construction. Landlord may impose, as a condition of its consent to any and all Alterations or repairs of the Premises or about the Premises, such requirements as Landlord in its reasonable discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize for such purposes only contractors, subcontractors, materials, mechanics and materialmen selected by Tenant and reasonably appl·oved by Landlord, the requirement that upon Landlord's request, Tenant shall, at Tenant's expense, remove such Alterations upon the expiration or any early ter1nination of the Lease Tel·1n, provided Landlord shall have notified Tenant at the time of Landlord's consent to the Alteration that such Alteration was subject to such removal requirement and that any Alterations designated for removal by Landlord shall be atypical for Comparable Buildings or generally unusable by typical office tenants. As long as the improvements installed in the Premises for Tenant's initial occupancy are typical for Comparable Buildings or generally usable by typical office tenants, no such improvements shall be required to be removed upon expiration or earlier ter1111i1ation of the Lease. If Altel·ations will involve the use of or disturb hazardous materials or substances existing in the Premises, Tenant shall comply with Landlord's rules and regulations concerning such hazardous materials or substances. Tenant shall construct all Alterations and perfor1n such repairs in a good and workmanlike manner, in confom1ance with any and all applicable federal, state, county or municipal laws, rules and regulations and pursuant to a valid building pennit, issued by the City of Los Angeles (if such per1nit is required), all in conformance with Landlord's construction rules and regulations. In the event Tenant performs any Alterations in the Premises after the Comme11cement Date which require or give rise to governmentally required changes to the "Base Building," as that tel·m is defined below, then Landlord shall, at Tena11t's expense, make such changes to the Base Building. The "Base Buildil[]lg" shall include

the structural portions of the Building, and the public restrooms and the systems and equipment located in the internal core of the Building on the floor or floors on which the Premises are located. In performing the work of any such Alterations, Tenant shall have the work performed in such manner so as not to obstruct access to the Project or any portion thereof, by any other tenant of the Project, and so as not to obstruct the business of Landlord or other tenants in the Project. Tenant shall not use (and upon notice from Landlord shall cease using) contractors, services, workmen, labor, materials or equipment that, in Landlord's reasonable judgment, would disturb labor harmony with the workforce or trades engaged in performing other work, labor or services in or about the Building or the Common Areas. In addition to Tenant's obligations under Article 9 of this Lease, upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County of Los Angeles in accordance with Section 3093 of the Civil Code of the State of California or any successor statute, and Tenant shall deliver to the Project management office a reproducible copy of the "as built" drawings (or a marked-up set of the final construction drawings) of the Alterations (to the extent plans or drawings are reasonably necessary in connection with the Alterations) as well as all permits, approvals and other documents, if any, issued by any governmental agency in connection with the Alterations.

3. Payment for Improvements. If payment is made directly to contractors, Tenant shall comply with Landlord's requirements for final lien releases and waivers in connection with Tenant's payment for work to contractors. If Tenant orders any work directly from Landlord, Tenant shall pay to Landlord a percentage of the cost of such work sufficient to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such work. If Tenant does not order any work directly from Landlord, Tenant shall reimburse Landlord for Landlord's reasonable, actual, out-of-pocket costs and expenses actually incurred in connection with Landlord's review of such work.

4. Construction Insurance. In addition to the requirements of Article 10 of this Lease, in the event that Tenant makes any Alterations, prior to the commencement of such Alterations, Tenant shall provide Landlord with evidence that Tenant carries "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 10 of this Lease immediately upon completion thereof. In addition, with respect to any Alterations that will cost in excess of $40,000, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord as a co-obligee.

5. Landlord's Property. All Alterations, improvements, fixtures, equipment and/or appurtenances which may be installed or placed in or about the Premises, from time to time, shall be at the sole cost of Tenant and shall be and become the property of Landlord, except that Tenant may remove any Alterations, improvements, fixtures and/or equipment which Tenant can substantiate to Landlord have not been paid for with any Tenant improvement allowance funds provided to Tenant by Landlord, provided Tenant repairs any damage to the Premises and Building caused by such removal and returns the affected portion of the Premises to a building standard tenant improved condition as determined by Landlord. Furthermore, Landlord may, by written notice to Tenant, require Tenant, at Tenant's expense, to remove any Alterations in the Premises, but only as set forth in Section 8.2 above, and to repair any damage to the Premises and Building caused by such removal and returns the affected portion of the Premises to a building standard tenant improved condition as determined by Landlord. If Tenant fails to complete such removal and/or to repair any damage caused by the removal of such Alterations in the Premises, and returns the affected portion of the Premises to a building standard tenant improved condition as determined by Landlord, Landlord may do so and may charge the cost thereof to Tenant. Tenant hereby protects, defends, indemnifies and holds Landlord harmless from any liability, cost, obligation, expense or claim of lien in any manner relating to the installation, placement, removal or financing of any such Alterations, improvements, fixtures and/or equipment in, on or about the Premises, which obligations of Tenant shall survive the expiration or earlier termination of this Lease.

9. Covenant Against Liens.

Tenant shall keep the Project and Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Tenant, and shall protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, judgments or costs (including,

without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Tenant shall give Landlord notice at least twenty (20) days prior to the commencement of any such work on the Premises (or such additional time as may be necessary under applicable laws) to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility. Tenant shall remove any such lien or encumbrance by bond or otherwise within five (5) days after notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed Additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord under this Lease. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to the Building or Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract. Any claim to a lien or encumbrance upon the Building or Premises arising in connection with any such work or respecting the Premises not performed by or at the request of Landlord shall be null and void, or at Landlord's option shall attach only against Tenant's interest in the Premises and shall in all respects be subordinate to Landlord's title to the Project, Building and Premises.

10. Insurance.

1. Indemnification and Waiver. Tenant hereby assumes all risk of damage to property or injury to Tenant's property or injury to Tenant, its shareholders, partners, subpartners, members, and their respective officers, agents, servants, employees and independent contractors (collectively, "Tenant Parties") in, upon or about the Premises from any cause whatsoever and agrees that Landlord, its partners, subpartners and their respective officers, agents, servants, employees, and independent contractors (collectively, "Landlord Parties") shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant or by other persons claiming through Tenant, subject to Landlord's indemnity obligations set forth in this Section 10.1 below. Tenant shall indemnify, defend, protect, and hold harmless the Landlord Parties from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in, on or about the Premises, any negligence or willful misconduct of Tenant or of any person claiming by, through or under Tenant, or of the contractors, agents, servants, employees, invitees, guests or licensees of Tenant or any such person, in, on or about the Project or any breach of the terms of this Lease, either prior to, during, or after the expiration of the Lease Term, provided that the terms of the foregoing indemnity shall not apply to the extent of the negligence or willful misconduct of Landlord. Further, Tenant's agreement to indemnify Landlord pursuant to this Section 10.1 is not intended and shall not relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease, to the extent such policies cover the matters subject to Tenant's indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this Lease. Notwithstanding the provisions of this Section 10.1 to the contrary, but subject to the limitation on Landlord's liability set forth in Section 29.13, Landlord shall indemnify, protect, defend and hold harmless the Tenant Parties from and against any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) with respect to or arising out of any injury to persons or damage to property located on the Premises or within the Project (including, without limitation, the Premises, Tenant's property, any reasonable insurance deductible applicable thereto (subject to Section 10.5) and Tenant's personnel) (but not for injury to, or interference with, Tenant's or any Tenant Parties' business or for consequential damages), to the extent such damage or injury arises or results from (i) the negligence or willful misconduct of Landlord, its agents or employees (acting within the scope of their relationship with Landlord), and/or (ii) the default by Landlord of any obligations on Landlord's part to be performed under the terms of this Lease. Landlord's agreement to indemnify Tenant pursuant to this Section 10.1 is not intended and shall not relieve any insurance carrier of its obligations under policies required to be carried by Landlord pursuant to the provisions of this Lease, to the extent such policies cover the matters subject to Landlord's indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this Lease. The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

2. Tenant's Compliance With Landlord's Fire and Casualty Insurance. Tenant shall, at Tenant's expense, comply with all reasonable insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium for such insurance policies then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules,

orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

10.3 Tenant's Insurance. Tenant shall maintain the following coverages in the following amounts.

(a) Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage (including loss of use thereof) arising out of Tenant's operations, and contractual liabilities (covering the performance by Tenant of its indemnity agreements) including a Broad Form endorsement covering the insuring provisions of this Lease and the performance by Tenant of the indemnity agreements set forth in Section 10.1 of this Lease, for limits of liability not less than:

| | |
|---|---|
| Bodily Injury and Property Damage Liability | $3,000,000 each occurrence<br>$3,000,000 annual aggregate |
| Personal Injury Liability | $3,000,000 each occurrence<br>$3,000,000 annual aggregate<br>0% Insured's participation |

(b) Physical Damage Insurance covering (i) all office furniture, business and trade fixtures, office equipment, free-standing cabinet work, movable partitions, merchandise and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant, (ii) the "Tenant Improvements," as that term is defined in Section 2 of Exhibit B, and any other improvements which exist in the Premises as of the Lease Commencement Date (excluding the Base Building) (the "Original Improvements"), and (iii) all other improvements, alterations and additions to the Premises. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the full replacement cost value (subject to reasonable deductible amounts) new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include coverage for damage or other loss caused by fire or other peril including, but not limited to, vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, bursting or stoppage of pipes, and explosion, and providing business interruption coverage for a period of one year.

(c) Worker's Compensation and Employer's Liability or other similar insurance pursuant to all applicable state and local statutes and regulations.

10.4 Form of Policies. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall (i) name Landlord, and any other party the Landlord so specifies, as an additional insured, including Landlord's managing agent, if any; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under Section 10.1 of this Lease; (iii) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the State of California; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; (v) be in form and content reasonably acceptable to Landlord; and (vi) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee of Landlord. Tenant shall deliver said policy or policies or certificates thereof to Landlord on or before the Lease Commencement Date and prior to the expiration dates thereof. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificate, Landlord may, at its option, upon at least ten (10) days prior notice to Tenant, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord within five (5) days after delivery to Tenant of bills therefor.

10.5 Subrogation. Landlord and Tenant intend that their respective property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. Notwithstanding anything to the contrary in this Lease, the parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover

thereunder. The parties agree that their respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder, so long as no material additional premium is charged therefor.

6. Additional Insurance Obligations. If commercially reasonable and available, Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Article IO and such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord and generally required by Landlord of the other tenants in the Project, but in no event in excess of the amounts and types of insurance then being required by landlords of other Comparable Buildings.

7. Landlord's Insurance. Landlord shall maintain during the Lease Term a policy or policies of insurance insuring the Building against loss or damage due to fire and other casualties covered within the classification of "all risk" or "special forrn" coverage, vandalism coverage and malicious mischief, sprinkler leakage, water damage and special extended coverage on building, as well as Commercial General Liability Insurance insuring against such risks as are customarily insured against by other landlords operating Comparable Buildings. Such coverage shall be in such amounts and with such deductibles or self-insured retention amounts as Landlord may from time to time reasonably dete11nine. Additionally, at the option of Landlord, such insurance coverage may include the risks of earthquakes and/or flood damage and additional hazards, a rental loss endorsement and one or more loss payee endorsements in favor of the holders of any mortgages or deeds of trust encumbering the interest of Landlord in the Project or any ground or underlying lessors of the Project, or any portion thereof.

11. Damage and Destruction.

11.1 Repair of Damage to Premises by Landlord. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises or any Common Areas serving or providing access to the Premises shall be damaged by fire or other casualty, Landlord shall pron1ptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 11, restore the Base Building and such Common Areas. Such restoration shall be to substantially the same condition of the Base Building and the Common Areas prior to the casualty, except for modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Building or Project or any other modifications to the Common Areas deemed desirable by Landlord, which are consistent with the character of the Project, provided that access to the Premises and any common restrooms serving the Premises shall not be materially impaired. Upon the occurrence of any damage to the Premises, upon notice (the "Landlord Repair Notice") to Tenant from Landlord, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance with respect improvements (but not personal property) in the Premises required under Section 10.3 of this Lease, and Landlord shall repair any injur·y 01· damage to the Tenant Improvements and the Original Improvements installed in the Premises and shall return such Tenant Improvements and Original Improvements to their original condition; provided that if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, the cost of such repairs shall be paid by Tenant to Landlord as and when required for the 1·epair of the damage; provided further that Tenant shall have the right to require that the improvements to the Preniises be reconstructed to a lesser standard condition (but not less than a Project standard condition). In tlieevent that Landlord does not deliver the Landlord Repair Notice within sixty (60) days following the date the casualty becomes known to Landlord, Tenant shall, at its sole cost and expense, repair any injury or damage to the Tenant Improvements and the Original Improvements installed in the Premises and shall return such Tenant Improven1ents and Original Improvements to their original condition (or, if Tenant's insurance proceeds are not sufficient to complete such restoration, to at least a Project standard condition). Whether or not Landlord delivers a Landlord Repair Notice, prior to the commencement of construction, Tenant shall submit to Landlord, for Landlord's review and approval, all plans, specifications and working drawings relating thereto, and the selection of the contractors to perform such improvement work shall be subject to Landlord's prior approval. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof; provided however, Tenant shall be entitled to abatement of rent in com1ection with damage to Premises, Building or Project in accordance with Section 6.4 above. In the event that Landlord shall not deliver the Landlord Repair Notice, Tenant's right to rent abatement pursuant to the preceding sentence shall

terminate as of the date which is reasonably determined by Landlord to be the date Tenant should have completed repairs to the Premises assuming Tenant used reasonable due diligence in connection therewith.

11.2 Landlord's Option to Repair. Notwithstanding the terms of Section 11.1 of this Lease, in the event of any material damage to the Premises, Building or Project, Landlord may elect not to rebuild and/or restore the Premises, Building and/or Project, and instead terminate this Lease, by notifying Tenant in writing of such termination within sixty (60) days after the date of damage, such notice to include a termination date giving Tellant sixty (60) days to vacate the Premises, but Landlord may so elect only if the Building or Project shall be damaged by fire or other casualty or cause, whether or not the Premises are affected, and one or more of the following conditions is present: (i) in Landlord's reasonable judgment, repairs cannot reasonably be completed within one hundred eighty (180) days after the date of discovery of the damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on the Building or Project or ground lessor with respect to the Building or Project shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground lease, as the case may be; (iii) more than Five Million Dollars ($5,000,000) of the cost to repair the damage is not covered by Landlord's insurance policies for reasons other than Landlord's failure to insure as required under this Lease; or (iv) the damage occurs during the last twelve (12) months of the Lease Term; or (v) any owner of any other portion of the Project, other than Landlord, does not intend to repair the damage to such portion of the Project; provided, however, that if Landlord does not elect to tel11linate this Lease pursuant to Landlord's termination right as provided above, and the repairs cannot, in the reasonable opinion of Landlord, be completed within one hundred eighty (180) days after being commenced, Tenant may elect, no earlier than sixty (60) days after the date of the damage and not later than ninety (90) days after the date of such damage, to tel·lninate this Lease by written notice to Landlord effective as of the date specified in the notice, which date shall not be less than thirty (30) days nor more than sixty (60) days after the date such notice is given by Tenant. In addition, if Landlord does not elect to terminate this Lease pursuant to Landlord's termination right as provided above, and the repairs cannot, in the reasonable opinion of Landlord, be completed within fifty percent (50%) of the remaini11g portion of the Term at the time of the damage, Tenant may elect, no earlier than thirty (30) days after the date of the damage and not later than sixty (60) days after the date of such damage, to ternlinate this Lease by writte11 notice to Landlord effective as of the date specified in the notice, which date shall not be less than thirty (30) days nor more than sixty (60) days after the date such notice is given by Tenant.

11.3 Waiver of Statutory Provisions. The provisions of this Lease, including this Article 11, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or the Project, and any statute or regulation of the State of Califon1ia, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to allyrights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any dalnage or destruction to all or any part of the Premises, the Building or the Project.

12. Nonwaiver.

No provision of this Lease shall be deemed waived by either party hereto unless expressly waived in a writing signed thereby. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other teln1, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any terrn, covenant or condition of this Lease, other than tlle failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding bl·eachat the time of acceptance of such Rent. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full an1ount due. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Lease Term or of Tenant's right of possession hereunder, or after the giving of any notice shall reinstate, continue or extend the Lease Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

13. Condemnation.

If the whole or any part of the Premises, Building or Project shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require tlle use, reconstruction or remodeling of any part of the Premises, Building or Project, or if Landlord shall gl·anta deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to tellnillate this Lease effective as of the date possession is required to be surrendered to the autllority. If more than twenty-five percent (25%) of the rentable square feet of the Premises is taken, or if access to the Prenlises is substantially impaired, in each case for a period in excess of one hundred eighty (180) days, Tenant shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. Tenant shall not because of any taking assert any claim against Landlord or the authority for any compensation because of such taking and Landlord shall be entitled to the entire award or payment in connection therewith, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Lease Tern1 pursuant to the terms of this Lease, for moving expenses and for damages relating to business interruption and/or loss of goodwill, so long as such claims do not diminish the award available to Landlord, its ground lessor with respect to the Building or Project or its mortgagee, and such claim is payable separately to Tenant. All Rent shall be apportioned as of the date ofsuch tel1ni11ation. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of The California Code of Civil Procedure. Notwithstanding anything to the contrary contained in this Article 13, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred and eighty (180) days or less, then this Lease shall not ternlinate but the Base Rent and the Additional Rent shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Prenlises.

14. Assignment And Subletting.

14.1 Transfers. Subject to the te1ms of Section 14.7 below, Tenant shall not, without the prior written consent of Landlord, which consent shall not be umeasonably withheld or delayed in accordance with tlle terms hereof, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment, or other transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or enter into any license or concession agreements or otherwise permit the occupancy or use of the Premises or any part thereof by any persons other than Tenant and its employees, guests, invitees and contractors (all of the foregoing are hereinafter sometimes referred to collectively as "Transfers" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee"). If Tenant desires Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the "Transfer Notice") shall include (i) the proposed effective date of the Transfel·, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice, (ii) a description of the portion of the Premises to be transferred (the "Subject Space"), (iii) all of the terms of the proposed Transfer and the consideration therefor, including calculation of the "Transfer Premium", as that term is defined in Section 14.3 below, in connection with such Transfer, the name and address of the proposed Transferee, and a copy of all existing executed and/or proposed documentation pertaining to the proposed Transfer, including all existing operative documents to be executed to evidence such Transfer or tlleagl·eenlents incidental or related to such Transfer, provided that Landlord shall have the right to require Tenant to utilize Landlord's standard Transfer documents in connection with the documentation of such Transfer, (iv) current financial statements of the proposed Transferee and any other information reasonably required by Landlord necessary to enable Landlord to deter-111ine the financial responsibility, character, and reputation ofttle proposed Transferee, the nature of such Transferee's business and proposed use of the Subject Space, and (v) an executed estoppel certificate from Tenant in the form attached hereto as Exhibit E. Any Transfer made without Landlord's prior written consent shall, at Landlord's option, be null, void and ofno effect, and shall, at Landlord's optio11, may be treated as a default by Tenant pursuant to the applicable provisions of Article 19 below. Whether or not Landlord consents to any proposed Transfer, Tenant shall pay Landlord's review and processing fees, as well as any reasonable professional fees (including, without limitation, attorneys', accountants', architects', engineers' and consultants' fees) incurred by Landlord, within thirty (30) days after written request by Landlord, in an amount not

to exceed $1,000 in the aggregate, for a Transfer in the ordinary course of business and for which Tenant and the Transferee execute and deliver Landlord's forrn of consent to transfer in the fol-lnattached hereto as Exhibit G.

2. Landlord's Consent. Landlord shall not unreasonably withhold, condition or delay its conselIt to any proposed Transfer of the Subject Space to the Transferee on the terms specified in the Transfer Notice. Without limitation as to other reasonable grounds for withholding consent, the parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply:

(a) The Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building or the Project;

(b) The Transferee intends to use the Subject Space for pul-poses which are notpennitted under this Lease;

(c) The Transferee is either a governmental agency or instrumentality thereof;

(d) The Transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities to be undertaken in connection with the Transfer on the date consent is requested;

(e) The proposed Transfer would cause a violation of another lease for space in the Project, or would give an occupant of the Project a right to cancel its lease;

(f) The tenns of the proposed Transfer will allow the Transferee to exercise a right of renewal, right of expansion, right of first offer, or other similar right held by Tenant that is specifically not pennitted to be transferred (Tenant may retain the right to exercise the same for the benefit of the Transferee); or

(g) Either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (i) occupies space in the Project at the time of the request for consent and Landlord has space available for the proposed Transferee or such proposed Transferee has an unexpired option to expand in the Project, or (ii) is negotiating with Landlord or has negotiated with Landlord (as evidenced by at least a written proposal and a written response tl1ereto) during the four (4) month period immediately preceding the date Landlord receives the Transfer Notice, to lease space in the Project and Landlord has space available for the proposed Transferee.

If Landlord consents to any Transfer pursuant to the terms of this Section 14.2 (and does not exercise any recapture rights Landlord may have under Seetion 14.4 of this Lease), Tenant may within six (6) months after Landlord's consent, but not later than the expiration of said six-month period, enter into such Transfer of the Premises or portion thereof, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to Section 14.1 of this Lease, provided that if there are any changes in the terms and conditions from those specified in the Transfer Notice (i) such that Landlord would initially have beel1 entitled to refuse its consent to such Transfer under this Section 14.2, or (ii) which would cause the proposed Transfer to be materially more favorable to the Transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 14 (including Landlord's right of recapture, if any, under Section 14.4 of this Lease). Notwithstanding anything to the contrary in this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent under Section 14.2 or otherwise has breached or acted unreasonably under this Article 14, their sole remedies shall be a suit for contract damages (other than damages for injury to, or interference witl1, Tenant's business including, without limitation, loss of profits, however occurring) or declaratory judgment and an injunction for the relief sought, and Tenant hereby waives any right at law or equity to terl1linate this Lease in connection therewith, on its own behalf and, to the extent pennitted under all applicable laws, on behalf of the proposed Transferee. Tenant shall indemnify, defend and hold harmless Landlord from any and all liability, losses, claims, damages, costs, expenses, causes of action and proceedings involving any third party or parties (including without limitation Tenant's proposed subtenant or assignee) who claim they were damaged by Landlord's wrongful withholding or conditioning of Landlord's consent.

3. Transfer Premium. If Landlord consents to a Transfer, as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay to Landlord fifty percent (50%) of any "Transfer Premium," as that term is defined in this Section 14.3, received by Tenant from such Transferee. "Transfer Premium" shall mean all rent, additional rent or other consideration payable by such Transferee in connection with the Transfer in excess of the Rent and Additional Rent payable by Tenant under this Lease during the term of the Transfer on a per rentable square foot basis if less than all of the Premises is transferred, after deducting the reasonable expenses incurred by Tenant for (i) any changes, alterations and improvements to the Premises in connection with the Transfer, (ii) any free base rent reasonably provided to the Transferee, (iii) the Base Rent and Additional Rent for Direct Expenses paid by Tenant with respect to the Subject Space during the period such space is vacant, not used for allypurpose by Tenant and not subject to any Transfer, provided no such "vacancy cost" occurring prior to Tenant's notice to Landlord of Tenant's intent to Transfer such space shall be recognized, (iv) any brolcerage commissions in connection with the Transfer, (v) reasonable legal fees incurred in connection with the Transfer, and (vi) othel- reasonable out-of-pocket costs incurred by Tenant in connection with the Transfer (collective_ly, the "Transfer Costs"). "Transfer Premium" shall also include, but not be limited to, key money, bonus money or other cash consider-ation paid by Transferee to Tenant in connection with such Transfer, and any payment in excess of fair market value for services rendered by Tenant to Transferee or for assets, fixtures, inventory, equipment, or ftlniture transferred by Tenant to Transferee in connection with such Transfer. Tenant shall be required to pay Landlord its portion of any Transfer Premium on a monthly basis when received by Tenant, provided that Tenant shall be entitled to recover all of its Transfer Costs prior to owing to Landlord any Transfer Premium pursuant to the terllls of this Section 14.3.

4. Landlord's Option as to Subject Space.

(a) Subject to Paragraph 14.4(b) below, notwithstanding anything to the contrary contailled in this Article 14, Landlord shall have the option (the "Recapture Option"), by giving written notice to Tenant within twenty (20) days after receipt of any Transfer Notice in which Tenant proposes to sublease or assign at least 8,000 rentable square feet, to recapture the Subject Space for the tel-lnof the proposed Transfer set forth in the Transfer Notice. In the event of any such recapture of the Subject Space with respect to less than the entire Prenlises, Landlord shall be responsible for any separate demising of the Subject Space from the remainder of the Prenlises, including any necessary balancing of the HVAC systems and separation of electrical circuits serving both the Subject Space and the remainder of the Premises. Such recapture notice shall cancel and te1minate this Lease with respect to the Subject Space for the term of the proposed Transfer set forth in the Transfer Notice as of the effective date of the proposed Transfer.

(b) Tenant shall have the right to give Landlord a notice (the "Early Transfer Notice") including (i) the proposed effective date of the Transfer, which shall not be less than forty-five (45) days after the date of delivery of the Early Transfer Notice, (ii) a description of the portion of the Premises to be transferred (the "Early Transfer Subject Space"), and (iii) and the terln for which Tenant proposes to Transfer such Early Transfer Subject Space. Landlord shall have the option (the "Early Option"), if such Transfer relates to at least 8,000 rentable square feet, by giving written notice to Tenant within ten (10) days after receipt of any Early Transfel- Notice, to recapture the Early Transfer Subject Space for the term of the proposed Transfer set forth in the Early Transfer Notice. Such recapture notice shall cancel and terminate this Lease with respect to the Early Transfer Subject Space for the term of the proposed Transfer set forth in the Early Transfer Notice as of the effective date of the proposed Transfer. If the Early Option is exercised with respect to less than the entire Premises, Landlord shall be responsible for any separate demising of the Subject Space from the remainder of the Premises, including any necessary balancing of the HVAC systems and separation of electrical circuits serving both the Early Transfer Subject Space and the remainder of the Premises. In the event the Subject Space has been identified as the Early Transfer Subject Space in an Early Transfer Notice, and Landlord does not exercise its Early Option with respect to such space as set forth in this Paragraph 14.4(b), then Landlord shall not have its Recapture Option set forth in Paragraph 14.4(a) above for a period of 180 days following Landlord's receipt of the applicable Early Transfel- Notice with respect to any Transfer which is entered into for such Early Transfer Space during said 180 day period. Tenalit, nonetheless, still be obligated to give a Transfer Notice for its intended Transfer of such Subject Space, and Landlord retains all of its rights with respect to approval of any such Transfer and its other rights under this Article 14 (excluding the Recapture Option).

(c) In the event of a recapture by Landlord pursuant to this Section 14.4, if this Lease shall be canceled with respect to less than the entire Premises, the Rent and Security Deposit reserved herein shall be prorated on the basis of the number ofrentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same.

14.5 Effect of Transfer. If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, (iv) Tenant shall furnish upon Landlord's request a complete statement, certified by an independent certified public accountant, or Tenant's chief financial officer, setting forth in detail the computation of any Transfer Premium Tenant has derived and shall derive from such Transfer, and (v) no Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from any liability under this Lease, including, without limitation, in connection with the Subject Space. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, Tenant shall, within thirty (30) days after demand, pay the deficiency, and if understated by more than two percent (2%), Tenant shall pay Landlord's costs of such audit.

14.6 Additional Transfers. Subject to the provisions of Section 14.7 below, for purposes of this Lease, the term "Transfer" shall also include (i) if Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of fifty percent (50%) or more of the partners, or transfer of fifty percent (50%) or more of partnership interests, within a twelve (12)-month period, or the dissolution of the partnership without immediate reconstitution thereof, and (ii) if Tenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over the counter), (A) the dissolution, merger, consolidation or other reorganization of Tenant or (B) the sale or other transfer of an aggregate of fifty percent (50%) or more of the voting shares of Tenant (other than to immediate family members by reason of gift or death), within a twelve (12)-month period, or (C) the sale, mortgage, hypothecation or pledge of an aggregate of fifty percent (50%) or more of the value of the unencumbered assets of Tenant within a twelve (12)-month period.

14.7 Non-Transfers.

(a) Notwithstanding anything to the contrary contained in this Article 14, none of the following shall be deemed a Transfer under this Article 14 and no Transfer Premium shall be payable in connection therewith: (i) an assignment or subletting of all or a portion of the Premises to a purchaser of all or substantially all of the assets of Tenant; (ii) a transfer to an entity, by operation of law or otherwise, in connection with the merger, consolidation or other reorganization of Tenant or an Affiliate (as hereinafter defined), provided such entity has assets and a net worth at least substantially the same value as the assets and net worth of Tenant immediately prior to such transfer; (iii) a transfer to an Affiliate (as hereinafter defined), or (iv) any change in ownership of Tenant described in Section 14.6 above if, after such change in ownership, the assets and net worth of Tenant are at least substantially the same value as the assets and net worth of Tenant immediately prior to such change inownership.
In addition, sale or transfer of stock of Tenant, Tenant's parent, or such parent's parent, through any public exchange shall not be deemed a Transfer, and redemption or issuance of additional stock of any class, unless used as a subterfuge to avoid the restrictions on Transfer set forth herein, shall not be deemed a Transfer. With reasonable promptness, and in any event within fifteen (15) days after request by Landlord, Tenant shall notify Landlord of any such assignment, sublease, action, or use which qualifies as such "non-Transfer" under this Section 14.7 and shall provide such information reasonably necessary to substantiate the same. "Affiliate," as used in this Section 14.7, shall mean an entity which is controlled by Tenant, or is under common control with Tenant "Control," as used in this Section 14.7, shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

(b) Notwithstanding anything to the contrary contained in this Article 14, Tenant shall have the right, after notice in accordance with Section 14.1, to permit other Persons (collectively, the "Other

Occupants") to occupy up to one thousand five hundred (1,500) rentable square feet of the Premises during the Ter1n and any extensions thereof on the following conditions:

(1) Such Other Occupant or the agreement per11itting such occupancy does not violate any of the enumerated conditions set forth in Paragraphs 14.2(a) through 14.2(g) above;

(2) No demising wall shall separate the space occupied by Other Occupants from the space occupied by Tenant; and

(3) The aggregate number of Other Occupants occupying the space within the Premises shall never exceed three (3) at any given time.

Landlord agrees that such occupancy of the Premises by Other Occupants shall not constitute a Transfer. Consequently, such occupancy by Other Occupants shall not require Landlord's consent nor entitle Landlord to any Transfer Premium.

14.8 Occurrence of Default. Any Transfer hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the tel·1nof any Transfer, Landlord shall have the right to: (i) treat such Transfer as cancelled and repossess the Subject Space by any lawful means, or (ii) requil·e that such Transferee attorn to and recognize Landlord as its landlord under any such Transfer. If Tenant shall be in default under this Lease, Landlord is hereby irrevocably authorized, as Tenant's agent and attorney-in-fact, to direct any Transferee to make all payments under or in connection with the Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured. Such Transferee shall rely on any representation by Landlord that Tenant is in default hereunder, without any need for confil·n1ation thereof by Tenant. Upon any assignment, the assignee shall assume in writing all obligations and covenants of Tenant thereafter to be performed or observed under this Lease. No collection or acceptance of rent by Landlord from any Transferee shall be deemed a waiver of any provision of this Article 14 or the approval of any Transferee or a release of Tenant from any obligation under this Lease, whether theretofore or thereafter accruing. In no event shall Landlord's enforcement of any provision of this Lease against any Transferee be deemed a waiver of Landlord's right to enforce any ter1n of this Lease against Tenant or any other person. If Tenant's obligations hereunder have been guaranteed, Landlord's consent to any Transfer shall not be effective unless the guarantor also consents to such Transfer.

15. Surrender Of Premises; Ownership And Removal Of Trade Fixtures.

1. Surrender of Premises. No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Pr·enlises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a ter1nination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until tl1is Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord sl1all operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises or ter1runate any or all such sublessees or subtenancies.

2. Removal of Tenant Property by Tenant. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 15, quit and smTender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted. Upon such expiration or ter1ni11ation, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitions and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar

articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed, and Tenant shall repair at its own expense all damage to the Premises and Building resulting from such removal.

16. Holding Over.

If Tenant holds over after the expiration of the Lease Term or earlier termination thereof, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Rent shall be payable at a monthly rate equal to one hundred fifty percent (150%) (the "Holdover Percentage") of the Rent applicable during the last rental period of the Lease Tel·ln under this Lease. Such month-to-month tenancy shall be subject to every other applicable terrn, covenant and agreement contained herein. Nothing contained in this Article 16 shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefi·om, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender and any lost profits to Landlord 1·esulting therefrom; provided, however, that Landlord shall not be entitled to any damages incurred by Landlord due to the loss of a prospective third-party tenant or delay in delivering the Premises or any portion tl1ereof to a prospective third-party tenant resulting from Tenant's holdover, unless (a) the lease to the prospective third-party tenant has been fully executed, and (b) Landlord has given notice to Tenant of the occurrence of such executed lease and the date Landlord, pursuant to such lease, intends to deliver the Premises or any portion thereof to the prospective third party tenant at least thirty (30) days prior to such date.. Notwithstanding anything to the contrary set forth hereinabove, the Holdover Percentage, with respect to the first ninety (90) days after the expiration of the Lease Term or earlier termination thereof, shall equal one hundred twenty-five percent (125%).

17. Estoppel Certificates.

Within twenty (20) days following a request in writing by Landlord given to the notice addressees set forth in Section 10 of the Summary, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate, which, as submitted by Landlord, shall be substantially in the form of Exhibit E, attached hereto (or such other form as may be required by any prospective mortgagee or purchaser of the Project, or any portion thereof), indicating therein any exceptions thereto that may exist at that time, and shall also contain any other infor1nation reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee. Any such certificate may be relied upon by any prospective mortgagee or purchaser of all or any portion of the Project. Tenant shall execute and deliver whatever other instruments may be reasonably required for such purposes. Within twenty (20) days following request by Tenant, Landlord shall execute, acknowledge and deliver to the Tenant a statement in writing, certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified and stating such modifications), (b) the dates to which the Base Rent, Additional Rent and other charges have been paid in advance, if any, and (c) whether or not to the knowledge of Landlord, Tenant is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which Landlord may have knowledge.

18. Subordination.

This Lease shall be subject and subordinate to all present and future ground or underlying leases of the Building or Project and to the lien of any mortgage, trust deed or other encumbrances now or hereafter in force against the Building or Project or any part thereof, if any, and to all renewals, extensions, modificatio11s, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages, trust deeds or other encumbrances, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage or deed in lieu thereof (or if any ground lease is ter11inated), to attorn, without any deductions or set-offs whatsoever, to the lienholder or purchaser or any successors thereto upon any such foreclosure sale or deed in lieu thereof (or to the

ground lessor), if so requested to do so by such purchaser or lienholder or ground lessor, and to recognize such purchaser or lienholder or ground lessor as the lessor under this Lease, provided such lienholder or purchaser or ground lessor shall agree to accept this Lease and not disturb Tenant's occupancy, so long as Tenant timely pays the rent and observes and performs the terms, covenants and conditions of this Lease to be observed and performed by Tenant. Landlord's interest herein may be assigned as security at any time to any lienholder. Tenant shall, within five (5) business days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale.

Tenant shall, within ten (10) business days of request by Landlord from time to time, (i) execute a Nondisturbance and Attornment Agreement in the form of Exhibit F hereto in favor of any mortgagee of the Building or Project, and (ii) execute any other form of nondisturbance and attornment agreement (or subordination, nondisturbance and attornment agreement, or subordination of the applicable mortgagee's lien) reasonably required by any mortgagee of the Building or Project ("Lender") which provides comparable nondisturbance protection to Tenant in the event of a foreclosure. Notwithstanding anything to the contrary contained herein, Landlord agrees to expend commercially reasonable efforts to obtain for Tenant, as soon as reasonably possible and, in any case, within thirty (30) days of the execution and delivery of this Lease by Landlord and Tenant, a subordination, non-disturbance and attornment agreement from each Lender holding a deed of trust currently encumbering the Project in the form attached hereto as Exhibit F which may be recorded at Tenant's expense, and with respect to any mortgage, trust deed or ground lease hereafter executed affecting the Project and/or the Premises, this Lease shall be subordinated thereto only if the holder thereof enters into a subordination, non-disturbance and attornment agreement substantially in the form of Exhibit F hereto or any other form of nondisturbance and attornment agreement (or subordination, nondisturbance and attornment agreement, or subordination of the applicable mortgagee's lien) reasonably required by any Lender which provides comparable nondisturbance protection to Tenant in the event of a foreclosure.

19. Defaults; Remedies.

19.1 Events of Default. The occurrence of any of the following shall constitute a default of this Lease by Tenant:

(a) Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due unless such failure is cured within five (5) days after Tenant's receipt of written notice thereof; provided, however, the such notice shall be in addition to and not in lieu of any notice required under Section 1161 of the California Code of Civil Procedure; or

(b) Except where a specific time period is otherwise set forth for Tenant's performance in this Lease, in which event the failure to perform by Tenant within such time period shall be a default by Tenant under this Section 19.1(*b*), any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant (such notice shall be in addition to and not in lieu of any notice required under Section 1161 of the California Code of Civil Procedure); provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure such default; or

(c) To the extent permitted by law, a general assignment by Tenant or any guarantor of the Lease for the benefit of creditors, or the taking of any corporate action in furtherance of bankruptcy or dissolution whether or not there exists any proceeding under an insolvency or bankruptcy law, or the filing by or against Tenant or any guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of a proceeding filed against Tenant or any guarantor the same is dismissed within sixty (60) days, or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is restored to Tenant or such guarantor within thirty (30) days, or any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days; or

(d) The failure by Tenant to observe or perfol111 according to the provisio11s of Articles 5, 14, 17 or 18 of this Lease where such failure continues for more than two (2) business days after notice from Landlord; provided, however, if the nature of the failure of performance under Article 5 does not (i) materially and adversely affect systems of the Building or the Building structure, (ii) materially and adversely affect access to or safety of any Premises in the Building, or (iii) materially and adversely affect the quiet enjoyment of any other tenant in the Project, then, if such default cannot reasonably be cured within such two (2) business day period, Landlord shall not be entitled to exercise its remedies under Section 19.2 if within such two (2) business day period Tenant shall commence such cure and thereafter diligently prosecute the same to completion within ten (10) days, provided that Tenant shall otherwise be liable to Landlord for such non-performance; or

(e) Any failure by Tenant to provide Landlord with a renewed LC (defined in Article 22, below) or a substitute LC in for·m reasonably acceptable to Landlord at least thirty (30) days prior to the expil·ation of the then existing LC.

2. Remedies Upon Default. Upon the occurrence of a default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct, separate and cumulative), the option to pursue any one or more of the following ren1edies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

(a) Tel·11ninate this Lease, in which event Tenant shall immediately surrender the Prenrises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following:

(1) The worth at the time of any unpaid rent which has been earned at the time of such te11nination; plus

(2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(3) The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(4) Any other amount reasonably necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perfor111 its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and

(5) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The tel·m "rent" as used in this Section 19.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Paragraphs 19.2(a)(1) and ill, above, the "worth at the time of award" shall be computed by allowing interest at the rate set forth in Article 25 of this Lease, but in no case greater than the maximum amount of such interest pe1mitted by law. As used in Paragraph 19.2(a)(3) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(b) Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has

the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

(c) Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Sections 19.2(a) and 1.9.2(b), above, or any law or other provision of this Lease), without prior demand or notice except as required by applicable law, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

3. Subleases of Tenant. If Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Article 19, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. If Landlord elects to terminate this Lease on account of any default by Tenant and Landlord elects to ucceed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall have no further right to or interest in the rent or other consideration receivable thereunder.

4. Form of Payment After Default. Following the occurrence of a default by Tenant, Landlord shall have the right to require that any or all subsequent amounts paid by Tenant to Landlord hereunder, whether to cure the default in question or otherwise, be paid in the form of cash, money order, cashier's or certified check drawn on an institution acceptable to Landlord, or by other means approved by Landlord, notwithstanding any prior practice of accepting payments in any different form.

5. Efforts to Relet. No re-entry or repossession, repairs, maintenance, changes, alterations and additions, reletting, appointment of a receiver to protect Landlord's interests hereunder, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant. Tenant hereby irrevocably waives any right otherwise available under any law to redeem or reinstate this Lease.

6. Waiver of Consequential Damages. Notwithstanding anything to the contrary contained in this Lease, neither Landlord nor Tenant shall be liable under any circumstances for, and each hereby releases the other from all liability for, consequential damages and injury or damage to, or interference with, the other party's business, including, but not limited to, loss of title to the Premises or any portion thereof, loss of profits, loss of business opportunity, loss of goodwill or loss of use, in each case however occurring, other than those consequential damages incurred by Landlord in connection with a holdover in the Premises by Tenant after the expiration or earlier termination of this Lease or incurred by Landlord in connection with failure by Tenant to provide an estoppel certificate as required under the provisions of this Lease.

20. Covenant Of Quiet Enjoyment.

Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

21. Security Deposit.

Concurrent with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit (the "Security Deposit") in the amount set forth in Section 8 of the Summary, as security for the faithful

performance by Tenant of all of its obligations under this Lease. If Tenant defaults with respect to any provisions of this Lease, including, but not limited to, the provisions relating to the payment of Rent, the removal of property and the repair of resultant damage, Landlord may, without notice to Tenant, but shall not be required to apply all or any part of the Security Deposit for the payment of any Rent or any other sum in default and Tenant shall, upon demand therefor, restore the Security Deposit to its original amount. Any unapplied portion of the Security Deposit shall be returned to Tenant, or, at Landlord's option, to the last assignee of Tenant's interest hereunder, within thirty (30) days following the expiration of the Lease Term. Tenant shall not be entitled to any interest on the Security Deposit. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, or any successor statute.

22. Credit.

22.1 Letter of Credit. Concurrent with Tenant's execution and delivery of this Lease, Tenant shall deliver to Landlord an unconditional, irrevocable letter of credit ("LC") in the original amount of Two Hundred Forty-Three Thousand Eight Hundred Forty-Eight and 66/100 Dollars ($243,848.66) (the "LC Stated Amount"). The LC shall be issued by US Bank or a national money center bank reasonably acceptable to Landlord, and shall be in the form attached hereto as Exhibit H. Tenant shall pay all expenses, points and/or fees incurred in obtaining and renewing the LC. The LC shall be effective from the date of delivery thereof through the date which is one hundred (100) days after the expiration of the Lease Term (the "LC Expiration Date"). The LC may be re-issued, renewed or replaced for annual periods, provided that the LC Stated Amount is not reduced except as expressly provided below. Each reissue, renewal or replacement LC shall be in the form attached hereto as Exhibit H and shall be subject to Landlord's prior written approval. The LC Stated Amount shall be reduced on each anniversary of the Rent Commencement Date (herein, each a "Reduction Date"), subject to the provisions of Paragraphs (a) and (b) immediately below, in accordance with the following schedule (the "Reduction Schedule"):

| Anniversary of the Rent Commencement Date | LC Stated Amount |
|---|---|
| First | $195,078.93 |
| Second | $146,309.20 |
| Third | $97,539.47 |
| Fourth | $48,769.74 |
| Fifth | $0.00 |

(a) No Reduction if Default. Notwithstanding any contrary provision hereof, if Tenant is in default under this Lease after notice and lapse of any applicable cure period (herein, an "Event of Default") on a Reduction Date, or if an Event of Default would exist and be continuing on a Reduction Date but Landlord is barred by applicable law from sending a notice of default to Tenant with respect thereto, or if Tenant is in default under this Lease and Tenant has received notice thereof as required by this Lease, but failed to cure such default within the time period permitted under this Lease or such lesser time as may remain before a Reduction Date, then the LC Stated Amount shall not be reduced on such Reduction Date (but shall be reduced upon the curing of such default, subject, however, to Landlord's draw on the LC as permitted hereunder in connection with an Event of Default).

(b) Failure to Reissue, Renew or Replace. If the bank that issues the LC fails to extend the expiration date thereof through the LC Expiration Date, and/or if Landlord receives a notice of non-renewal from such bank (as described in the LC), then Tenant shall provide Landlord with a substitute LC. If Tenant fails to provide Landlord with a substitute LC in a form reasonably acceptable to Landlord at least thirty (30) days prior to the expiration of the then existing LC, then (i) such failure shall be deemed an Event of Default hereunder, and (ii) Landlord shall be entitled to draw down the full amount of the LC then available and apply, use and retain the proceeds thereof in accordance with Section 22.3.

22.2 Application of LC and LC Account. Any amount of the LC which is drawn upon by Landlord, but not used or applied by Landlord shall be held by Landlord in an account (the "LC Account") as security for the full and faithful performance of each of the terms hereof by Tenant, subject to use and application as set forth below. If an Event of Default shall occur and be continuing with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent, or an Event of Default would exist under the Lease but Landlord is barred by applicable law from sending a notice of default to Tenant with respect thereto, or in the event the LC is not renewed or reissued at least thirty (30) days prior to the expiration of the then existing LC, Landlord may, but shall not be required to, draw upon all or any part of the LC and/or LC Account or use, retain or apply all or any part of the proceeds thereof for the payment of any rent or any other sum in default, to repair damages caused by Tenant, to clean the Premises, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for loss or damage which Landlord may suffer by reason of Tenant's default, including without limitation the amounts to which Landlord may become entitled pursuant to Section 19.2 above (whether or not such amounts have been awarded) and any other loss, liability, expense and damages that may accrue upon Tenant's default or the act or omission of Tenant or any officer, employee, agent or invitee of Tenant, and costs and attorneys' fees incurred by Landlord to recover possession of the Premises upon a default by Tenant hereunder. The use, application, retention or draw of the LC and/or LC Account, or any portion thereof, by Landlord shall not (i) constitute the cure of any default by Tenant or the waiver of such default, (ii) prevent Landlord from exercising any other remedies provided for under this Lease or by law, it being intended that Landlord shall not first be required to proceed against the LC and/or LC Account, or (iii) operate as a limitation on the amount of any recovery to which Landlord may otherwise be entitled. If any portion of the LC and/or LC Account is so drawn upon, or any part of the proceeds thereof is used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount equal to the draw upon the LC and/or the amount of the LC Account that was used or applied (so that the combined amount of the remaining sums available to be drawn upon the LC and the LC Account balance equals the LC Stated Amount), and Tenant's failure to do so shall be an Event of Default under this Lease. The LC Account may be commingled with other funds of Landlord, shall be held in Landlord's name, and Tenant shall not be entitled to any interest or earnings thereon. Notwithstanding any contrary provision herein, in the event that the total amount of the LC outstanding plus any amount remaining in the LC Account exceeds the LC Stated Amount ("Excess Security"), then Landlord shall return the amount of the Excess Security to Tenant upon Tenant's request to the extent that such amount is available in the LC Account.

3. Waiver. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all similar or successor provisions of law, now or hereafter in force, and Landlord and Tenant hereby acknowledge that their entire agreement with respect to the LC and the LC Account is set forth herein.

4. Expiration of LC. Unless an Event of Default has occurred and is continuing under this Lease or an Event of Default would exist under the Lease but Landlord is barred by applicable law from sending a notice of default to Tenant with respect thereto, within sixty (60) days following the LC Expiration Date, Landlord shall return any LC previously delivered by Tenant and any balance remaining in the LC Account after use and application in accordance with this Article 22, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder), and Tenant shall have no further obligation to provide the LC.

5. Landlord's Transfer. Tenant acknowledges that Landlord has the right to transfer or mortgage its interest in the Building or Project and in this Lease, and Tenant agrees that in the event of any such transfer or mortgage, Landlord shall have the right to transfer or assign the LC and/or the LC Account to the transferee or mortgagee. Upon such transfer or assignment of the LC and/or LC Account, Landlord shall be deemed released by Tenant from all liability or obligation for the return of the LC and LC Account, as applicable, and Tenant shall look solely to such transferee or mortgagee for the return thereof. If Landlord transfers or assigns the LC and Tenant fails to cause the bank that issued the LC to accept such transfer or assignment, such failure shall be an Event of Default hereunder.

6. Bank Obligation. Tenant acknowledges and agrees that the LC is a separate and independent obligation of the issuing bank to Landlord and that Tenant is not a third party beneficiary of such obligation, and that Landlord's right to draw upon the LC for the full amount due and owing thereunder shall not be, in any way, restricted, impaired, altered or limited by virtue of any provision of the United States Bankruptcy Code, including without limitation, Section 502(b)(6) thereof.

23. Signs.

1. Full Floors. Subject to Landlord's prior written approval, in its discretion, and provided all signs are in keeping with the quality, design and style of the Building and Project, Tenant, if the Premises comprise an entire floor of the Building, at its sole cost and expense, may install identification signage anywhere in the Premises including in the elevator lobby of the Premises, provided that such signs must not be visible from the exterior of the Building.

2. Multi-Tenant Floors. If other tenants occupy space on the floor on which the Premises is located, Tenant's identifying signage shall be provided by Landlord, at Tenant's cost, and such signage shall be comparable to that used by Landlord for other similar floors in the Building and shall comply with Landlord's Building standard signage program.

3. Prohibited Signage and Other Items. Any signs, notices, logos, pictures, names or advertisements which are installed and that have not been separately approved by Landlord may be removed without notice by Landlord at the sole expense of Tenant. Tenant may not install any signs on the exterior or roof of the Project or the Common Areas. Any signs, window coverings, or blinds (even if the same are located behind the Landlord-approved window coverings for the Building), or other items visible from the exterior of the Premises or Building, shall be subject to the prior approval of Landlord, in its sole discretion.

4. Building Directory. At Tenant's expense, Tenant shall be provided sixteen (16) lines to display Tenant's name and location in the Building and the names of Tenant's principal employees and subtenants.

24. Compliance With Law.

Landlord represents to Tenant that Landlord has received a certificate of occupancy or equivalent approval for the Building, and that to the best knowledge of Landlord the Building is and as of the Lease Commencement Date will be in compliance with all Applicable Laws existing, effective and enforced with respect to the Project as of the date hereof and as of the Lease Commencement Date. Tenant shall not in the conduct of its business or in its use of the Premises do anything or suffer anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now or hereafter in effect, including, without limitation, the Americans with Disability Act of 1990 and local enactments thereof and promulgations thereunder ("Applicable Laws"). At its sole cost and expense, Tenant shall promptly comply with all requirements of Applicable Laws affecting the Premises, including, without limitation, making required changes to the Premises, the access thereto and common area restrooms therefor, systems serving the Premises, and other areas of the Project (other than making structural changes or changes to the Base Shell and Core, as defined in the Tenant Work Letter attached hereto as Exhibit B) (i) required due to the use and occupancy of the Premises for other than typical office uses, including those uses set forth in Article 5 above, or (ii) required due to repair, improvement or alteration of the Premises, including any Alterations described in Article 8, but excluding the construction and installation of the initial Tenant Improvements by or for Tenant pursuant to the Tenant Work Letter.

Landlord shall deliver the Premises to Tenant in compliance with all Applicable Laws. Subject to Article 4, Landlord shall be responsible for compliance with Applicable Laws with respect to areas of the Project not within the Premises where such compliance measures are required due to another tenant's use, occupancy, repair, improvement or alteration of its premises, or where such compliance is not made the responsibility of Tenant as set forth above.

25. Late Charges.

If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) business days after Tenant's receipt of written notice from Landlord that said amount is due, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount plus any reasonable attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. The late charge shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. In addition to the late charge described above, any Rent or other amounts owing hereunder which are not paid within ten (10) days after the date they are due shall bear

interest from the date when due until paid at a rate per aunum equal to the lesser of (i) the annual "Bank Prime Loan" rate cited in the Federal Reserve Statistical Release Publication G.13(415), published on the first Tuesday of each calendar month (or such other comparable index as Landlord and Tenant shall reasonably agree upon if such rate ceases to be published) plus three (3) percentage points, and (ii) the highest rate perl1litted by applicable law.

26. Landlord's Right To Cure Default; Payments By Tenant.

1. Landlord's Cure. All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent, except to the extent, if any, otherwise expressly provided herein. If Tenant shall fail to perfot'm any obligation under this Lease, and such failure shall continue in excess of the time allowed under Section 19.l(b), above, unless a specific time period is otherwise stated in this Lease, Landlord may, but shall not be obligated to, make any such payment or perfo1nl any such act on Tenant's part without waiving its rights based upon any default of Tenant and witl1out releasing Tenant from any obligations hereunder.

2. Tenant's Reimbursement. Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, upon delivery by Landlord to Tenant of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedying by Landlord of Tenant's defaults pursuant to the provisions of Section 26.1; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in Article 10 of this Lease; and (iii) sums equal to all expenditures made and obligations incurred by Landlord in collecting or attempting to collect the Rent or in enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law, including, without limitation, all legal fees alld other amounts so expended. Tenant's obligations under this Section 26.2 shall survive the expiration or sooner termination of the Lease Terrn.

27. Entry By Landlord.

Landlord reserves the right at all reasonable times and upon reasonable notice to Tenant (except in the case of an emergency) to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, mortgagees, or to current or prospective mortgagees, ground or underlying lessors or insurers, or during the last twelve (12) months of the Lease Term, to prospective tenants; (iii) post notices ofnonresponsibility; or (iv) alter, improve or repair the Premises or the Building, or for structural alterations, repairs or improvements to the Building or the Building's systems and equipment. Notwithstanding anything to the contrary contained in this Article 27, Landlord may enter the Premises at any time to (A) perform1 services required of Landlord, including janitorial service; (B) take possession due to any breach of this Lease in the manner provided herein; and (C) perfor1n any covenants of Tenant which Tenant fails to perform. Subject to Section 6.4, Landlord may make any sucll entries without the abatement of Rent, except as otherwise provided in this Lease and may take such reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby; provided that the foregoing shall not modify Landlord's indemnity obligations set forth in Section 10.1 above. For each of the above purposes, Landlord shall at all times have a key with which to unlock all the doors in the Premises, excluding Tenant's vaults, safes and special security areas designated in advance by Tenant. In an emergency, Landlord shall have the right to use any means tllat Landlord may deem proper to open the doors in and to the Premises. Any entry into the Premises by Landlord in tlle manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises. No provision of this Lease shall be construed as obligating Landlord to perfor1n any repairs, alterations or decorations except as otherwise expressly agreed to be performed by Landlord herein.

28. Tenant Parking.

28.1 Tenant Parking. Tenant hereby agrees to license from Landlord, commencing on the Lease Commencement Date, the amount of parking passes set forth in Section 9 of the Summary, on a montl1ly basis throughout the Lease Telnl, which parking passes shall pertain to the Project parking facility. Commencing on the earlier of the date on which Tenant first occupies the Premises for the conduct of business and the Lease Commencement Date, Tenant shall pay to Landlord for automobile parking passes on a monthly basis on tlle first

day of each month (after Base Rent commences, with Tenant's monthly payment of Base Rent) the prevailing rate charged from time to time at the location of such parking passes. (Rates per pass for parking as of the date hereof are $110.00 for unreserved parking and $175.00 for reserved parking.) In addition, Tenant shall be responsible for the full amount of any taxes imposed by any governmental authority in connection with the licensing of such parking passes to Tenant or the use of the parking facility by Tenant. Tenant's continued right to use the parking passes is conditioned upon Tenant abiding by all rules and regulations which are prescribed from time to time for the orderly operation and use of the parking facility where the parking passes are located, including any sticker or other identification system established by Landlord, Tenant's cooperation in seeing that Tenant's employees and visitors also comply with such rules and regulations and Tenant not being in default under this Lease. At its election, Tenant may convert up to two (2) of its parking passes into parking passes for reserved spaces upon at least ten (10) days prior notice to Landlord. Landlord reserves the right to convert any such reserved parking passes to valet assist parking passes at any time during the Tenn of this Lease, provided that the cost to Tenant for sucll passes shall not be increased on account of such conversion by Landlord. Landlord specifically reserves the right to change the size, configuration, design, layout and all other aspects of the Project parking facility at any time and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the Project parking facility for purposes of pennitting or facilitating any such construction, alteration or improvements. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the 1·ights of control attributed hereby to the Landlord. The parking passes licensed to Tenant pursuant to this Article 28 shall be provided to Tenant solely for use by Tenant's own personnel and such passes may not be transfen·ed, assigned, subleased or otherwise alienated by Tenant without Landlord's prior approval. Tenant may validate visitor pal·king by such method or methods as the Landlord may establish, at the validation rate from time to time generally applicable to visitor parking.

2. Visitor P arking; Validations. The Project parking facility shall be operated to provide parking for visitors to the Project at prevailing market rates, and the amount of such visitor parking shall not be less than that required by applicable codes, rules or regulations or governmental authorities having jurisdiction.Tenant shall have the right to validation parking in the Building Parking Area upon terms and conditions and subject to reasonable rules and regulations established from time to time by Landlord or Landlord's parking operator. If Tenant purchases in any particular month Six Hundred Dollars ($600) worth of parking validation stamps, Tenant shall be entitled to purchase additional validation stamps, which may be used only in such month, at seventy-five percent (75%) of the then prevailing rate for such validation stamps charged by Landlord.

3. After Hours Passes. In addition to the passes set forth in Section 28.1, Tenant is hereby granted the right to a license from Landlord without charge, commencing on the earlier of the date on which Tenant first occupies the Premises for the conduct of business and the Lease Commencement Date, for up to ten (10) parking passes on a monthly basis throughout the Lease Term, which parking passes shall be for parking in the Project parking facility only during the hours of 5:00 pm to 6:00 am Monday through Friday and At all hours on weekends (herein, the "After Hours Passes"). Any such use of any After Hours Pass outside of said hours shall be subject to charge therefor at the Project's transient parking rates. For each of the After Hours Passes Tenant shall pay to Landlord $27.50 per month, at the same time and in the same manner Tenant is required to pay for its other parking passes hereunder.

29. Miscellaneous Provisions.

1. Terms; Captions. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

2. :Binding Effect. Subject to all other provisions of this Lease, each of the covenants, conditions and provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, personal representatives, successors or assigns, provided this clause shall not pellllitany assignment by Tenant contrary to the provisions of Article 14 of this Lea.se

3. No Air Rights. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Project, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

4. Antenna. Tenant shall be permitted to install on the roof of the Building a satellite dish or antennae and related equipment (the "Antenna") pursuant to the terms of a license agreement to be entered into between Landlord and Tenant. Tenant shall be responsible for all costs of installation, repair, maintenance and operation of the Antenna.

5. Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Project or Building and in this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease first accruing after the date of such transfer and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer and such transferee shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord, including the return of any Security Deposit, and Tenant shall attorn to such transferee. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder.

6. Prohibition Against Recording. Except as provided in Section 29.4 of this Lease, neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant.

7. Landlord's Title. Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord.

8. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant.

9. Application of Payments. Landlord shall have the right to apply payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord, in its sole discretion, may elect.

29.10 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

11. Partial Invalidity. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

12. No Warranty. In executing and delivering this Lease, Tenant has not relied on any representations, including, but not limited to, any representation as to the amount of any item comprising Additional Rent or the amount of the Additional Rent in the aggregate or that Landlord is furnishing the same services to other tenants, at all, on the same level or on the same basis, or any warranty or any statement of Landlord which is not set forth herein or in one or more of the exhibits attached hereto.

13. Landlord Exculpation. The liability of Landlord or the Landlord Parties to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management,

leasing, repair, renovation, alteration or any other matter relating to the Project or the Premises shall be limited solely and exclusively to the interest of Landlord in the Building and other assets of Landlord relating directly to the Project (such as operating account, insurance and sales proceeds and condemnation awards). Neither Landlord, nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. The limitations of liability contained in this Section 29.13 shall inure to the benefit of Landlord's and the Landlord Parties' present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), or trustee or beneficiary (if Landlord or any partner of Landlord is a trust), have any liability for the performance of Landlord's obligations under this Lease. Notwithstanding any contrary provision herein, neither Landlord nor the Landlord Parties shall be liable under any circumstances for injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

14. Entire Agreement. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease constitutes the parties' entire agreement with respect to the leasing of the Premises and supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto.

15. Right to Lease. Landlord reserves the absolute right to effect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Tel·lnoccupy any space in the Building or Project.

16. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease and except as to Tenant's obligations under Articles 5 and 24 of this Lease (collectively, a "Force Majeure"), notwithstanding anything to the contrary contained ill this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's perfo11nance caused by a Force Majeure.

17. Waiver of Redemption by Tenant. Tenant hereby waives, for Tenant and for all tllose claiming under Tenant, any and all rights now or hereafter existing to redeem by order or judgme11t of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

18. Notices. All notices, demands, statements, designations, approvals or other communications (collectively, "Notices") given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (A) sent by United States certified or registered mail, postage prepaid, return receipt requested ("Mail"), (B) transmitted by telecopy, if such telecopy is promptly followed by a Notice sent by Mail or a nationally recognized overnight courier, (C) delivered by a nationally recognized overnight courier, or (D) delivered personally. Any Notice shall be sent, transmitted, or delivered, as the case may be, to Tenant at the appropriate address as set forth in Section 10 of the Summary, or to such other place as Tenant may from time to time desig11ate in a Notice to Landlord, or to Landlord at the addresses set forth below, or to such other places as Landlord may from time to time designate in a Notice to Tenant. The effective date of any Notice shall be the date of delivery 01 tlle date delivery is first refused, provided, however, that for delivery by telecopy, any delivery after 4:00 p.m. on a business day shall be the next business day. If Tenant is notified of the identity and address of Landlord's mortgagee or ground or underlying lessor, Tenant shall give to such mortgagee or ground or underlying lessor written notice of any default by Landlord under the terms of this Lease by registered or certified mail, and such mortgagee or ground or underlying lessor shall be given a reasonable opportunity to cure such default prior to

Tenant's exercising any remedy available to Tenant. As of the date of this Lease, any Notices to Landlord must be sent, transmitted, or delivered, as the case may be, to the following addresses:

Wilshire Courtyard L.L.C.
5750 Wilshire Boulevard
Los Angeles, California 90036
Attention: Building Manager

and

Gilchrist & Rutter Professional Corporation
1299 Ocean Avenue, Suite 900
Santa Monica, California 9040 1
Attention: Jonathan S. Gross, Esq.

19. Joint and Several. If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

20. Authority. If Tenant is a corporation, trust or partnership, each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly fol·llledand existing entity qualified to do business in California and that Tenant has full right and authority to execute and deliver this Lease and that eacll person signing on behalf of Tenant is authorized to do so. In such event, Tenant shall, within ten (10) days after execution of this Lease, deliver to Landlord satisfactory evidence of such authority and, if a corporation, upon demand by Landlord, also deliver to Landlord satisfactory evidence of (i) good standing in Tenant's state of incorporation and (ii) qualification to do business in California.

21. Attorneys' Fees. In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

22. Governing Law; WAIVER OF TRIAL BY JURY. This Lease shall be construed and enforced in accordance with the laws of the State of California. IN ANY ACTION OR PROCEEDING ARISING HEREFROM, LANDLORD AND TENANT HEREBY CONSENT TO (I) THE JURISDICTION OF ANY COMPETENT COURT WITHIN THE STATE OF CALIFORNIA, (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY CALIFORNIA LAW, AND (III) IN THE INTEREST OF SAYING TIME AND EXPENSE, TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. IN THE EVENT LANDLORD COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NONPAYMENT OF BASE RENT OR ADDITIONAL RENT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION (UNLESS SUCH COUNTERCLAIM SHALL BE MANDATORY) IN ANY SUCH PROCEEDING OR ACTION, BUT SHALL BE RELEGATED TO AN INDEPENDENT ACTION AT LAW.

23. Submission of Lease. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of, option for or option to lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

24. Brokers. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate brokers or agents specified in Section 12 of the Summary (the "Brokers"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend

the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, other than the Brokers, occurring by, through, or under the indemnifying party. Landlord covenants and agrees to pay all real estate commissions due in connection with this Lease to Brokers in accordance with the commission agreement executed by Landlord.

29.25 Independent Covenants. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff oftl1e Rent or other amounts owing hereunder against Landlord.

26. Project or Building Name and Signage. Landlord shall have the right at any time to change the name of the Project or Building and to install, affix and maintain any and all signs on the exterior and on the interior of the Project or Building as Landlord may, in Landlord's sole discretion, desire. Tenant shall not use the name of the Project or Building or use pictures or illustrations of the Project or Building in advertising or other publicity or for any purpose other than as the address of the business to be conducted by Tenant in the Premises, without the prior written consent of Landlord.

**27. Counterparts.** This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single lease.

**28. Confidentiality.** Landlord and Tenant acknowledge that the content of this Lease and any related documents are confidential information. Landlord and Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than their respective financial, legal, and space planning consultants and their respective lenders, investors, partners, managers, brokers, members, officers and directors.

29. Transportation Management. Tenant shall fully comply with all present or future programs intended to manage parking, transportation or traffic in and around the Building, and in connection tl1erewith, Tenant shall take responsible action for the transportation planning and management of all employees located at the Premises by working directly with Landlord, any governmental transportation management organization or any other transportation-related committees or entities.

30. Building Renovations. It is specifically understood and agreed that Landlord has made no representation or warranty to Tenant and has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises, Building, or any part thereof and that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant except as specifically set forth herein or in the Tenant Work Letter. However, Tenant hereby acknowledges that Landlord is currently renovating or may during the Lease Ter1n renovate, improve, alter, or modify (collectively, the "Renovations") the Project, the Building and/or the Premises including without limitation the parking structure, common areas, systems and equipment, roof, and structural portions of the same, which Renovations may include, without limitation, (i) installing sprinklers in the Building common areas and tenant spaces, (ii) modifying the common areas and tenant spaces to comply with applicable laws and regulations, including regulations relating to the physically disabled, seismic conditions, and building safety and security, and (iii) installing new floor covering, lighting, and wall coverings in the Building common areas, and in connection with any Renovations, Landlord may, among other things, erect scaffolding or other necessary structures in the Building, limit or eliminate access to portions of the Project, including portions of the common areas, or perfo11n work in the Building, which work may create noise, dust or leave debris in the Building. Provided Tenant is afforded reasonable access to the Premises, Tenant hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor, except as otherwise provided herein, entitle Tenant to any abatement of Rent. Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal

property or improvements resulting from the Renovations or Landlord's actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions; provided that the foregoing shall not modify Landlord's indemnity obligations set forth in Section 10.1 above.

31. No Violation. Tenant hereby warrants and represents that neither its execution of nor performance under this Lease shall cause Tenant to be in violation of any agreement, instrument, contract, law, rule or regulation by which Tenant is bound, and Tenant shall protect, defend, indemnify and hold Landlord harmless against any claims, demands, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, arising from Tenant's breach of this warranty and representation.

32. Communications and Computer Lines. Tenant may install, maintain, replace, remove or use any communications or computer wires and cables (collectively, the "Lines") at the Project in or serving the Premises, provided that (i) Tenant shall obtain Landlord's prior written consent (which shall not be unreasonably withheld), use an experienced and qualified contractor approved in writing by Landlord, and comply with all of the other provisions of Articles 7 a n d of this Lease, (ii) reasonable riser capacity shall be maintained for existing and future occupants of the Project, as determined in Landlord's reasonable opinion, (iii) the Lines therefor (including riser cables) shall be appropriately insulated to prevent excessive electromagnetic fields or radiation, and shall be surrounded by a protective conduit reasonably acceptable to Landlord, (iv) any new or existing Lines servicing the Premises shall comply with all applicable governmental laws and regulations, (v) as a condition to permitting the installation of new Lines, Landlord may require that Tenant remove existing Lines located in or serving the Premises and repair any damage in connection with such removal, and (vi) Tenant shall pay all costs in connection therewith. Landlord reserves the right to require that Tenant remove any Lines located in or serving the Premises which are installed in violation of these provisions, or which are at any time in violation of any laws or represent a dangerous or potentially dangerous condition.

33. Development of the Project.

(a) Subdivision. Landlord reserves the right to further subdivide all or a portion of the Project. Tenant agrees to execute and deliver, upon demand by Landlord and in the form requested by Landlord, any additional documents needed to conform this Lease to the circumstances resulting from such subdivision.

(b) The Other Improvements. If portions of the Project or property adjacent to the Project (collectively, the "Other Improvements") are owned by an entity other than Landlord, Landlord, at its option, may enter into an agreement with the owner or owners of any or all of the Other Improvements to provide (i) for reciprocal rights of access and/or use of the Project and the Other Improvements, (ii) for the common management, operation, maintenance, improvement and/or repair of all or any portion of the Project and the Other Improvements, (iii) for the allocation of a portion of the Direct Expenses to the Other Improvements and the operating expenses and taxes for the Other Improvements to the Project, and (iv) for the use or improvement of the Other In1provements and/or the Project in connection with the improvement, construction, and/or excavation of the Other Improvements and/or the Project. Nothing contained herein shall be deemed or construed to limit or otherwise affect Landlord's right to convey all or any portion of the Project or any other of Landlord's rights described in this Lease.

(c) **Construction of Project and Other** Improvements. Tel lantacknowledges that portions of the Project and/or the Other Improvements may be under construction following Tenant's occupancy of the Premises, and that such construction may result in levels of noise, dust, obstruction of access, etc. wllich are in excess of that present in a fully constructed project. Tenant hereby waives any and all rent offsets or claims of constructive eviction which may arise in connection with such construction.

29.34 Hazardous Materials. Landlord represents and warrants to Tenant that to the best of Landlord's knowledge, the Project and all improvements therein have been and will be constructed without the use of asbestos or any other Hazardous Materials (as defined below) known to be hazardous at the time of its installation, and, to the best of Landlord's knowledge, no Hazardous Materials currently affect the Project in a materially adverse ma1mer. Landlord and Tenant will not, at any time, use or authorize the use of any portion of the Premises, tlle Building, parking facilities, or the Project to be used in violation of any applicable laws relating to environmental conditions on, under or about the Project, including but not limited to asbestos, soil and ground water conditions and Hazardous Materials. Neither Landlord nor Tenant shall at any time use, generate, store or dispose of on, under or about the

Building or transport to or from the same any Hazardous Materials or permit or allow any third party to do so, without compliance with all applicable laws. Landlord and Tenant shall defend, indemnify and hold the other harmless from and against any and all losses, damages, costs (including reasonable attorneys' fees), liabilities and claims arising from their respective failure to perform in accordance with the foregoing. Any costs or expenses incurred with respect to Hazardous Materials at the Project in violation of Landlord's representation and warranty in this Section 29.34 shall not be included in Operating Expenses. For purposes of this Section 29.34, the term "to the best of Landlord's knowledge" means the present, actual knowledge of persons directly employed by Landlord or any of its affiliates. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance which is listed or defined as a "hazardous waste," "restricted hazardous waste," or "hazardous substance" under any municipal, state or federal law, code or other regulation, or which would require removal, treatment or remedial action pursuant to standards established by the California Department of Health Services. This Section 29.34 shall not be construed to limit the provisions of Article 5 nor to permit use or storage of Hazardous Materials at the Project other than in immaterial quantities necessary to the uses permitted under Article 5 and which do not require any permit or variance from governmental authority having jurisdiction.

[signatures appear on the following page]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day alldate first above written.

"Landlord":

WILSHIRE COURTYARD L.L.C.,
a Delaware l· ·ted liability comp any

By: Edward W. Cook
Name: dward W. COOK
Title: Authorized Signatory

"Tenant":

WPT ENTERPRISES, INC.,
a Delaware co oration

By:
Name: TODD STEELE
Title: CFO

By: John Pugh
Name: John Pugh
Title: VP Legal Affairs

Exhibit 10.29

# AMENDMENT TO LEASE

THIS Amendment to Lease ("Agreement") is made and entered into as of the 21st day of March, 2006, by and between RREEF AMERICA REIT 11 CORP. BBBB, a Maryland corporation (successor-in-interest to Wilshire Courtyard L.L.C., a Delaware limited liability company) ("Landlord'.) and WPT ENTERPRISES, INC., a Delaware corporation ("Tenant").

1. Recitals.

1.1 Lease. Landlord and Tenant are parties to that certain Lease dated September 24, 2004 (the "Lease"), for premises located in an office building in Los Angeles, California, all as more particularly described therein. All terms defined in the Lease not otherwise defined herein shall have the same meanings when used in this Agreement.

1.2 Premises and Term. The Premises under the Lease currently consist of 15,901 rentable square feet of space on the third ($3^{d}$) floor of the Building (the "Existing Premises"). The Lease Term is scheduled to expire on June 30, 2011.

1.3 Amendment. Landlord and Tenant desire to amend the Lease to reflect the leasing of additional premises consisting of Suite 625 on the sixth ($6^{1}$) floor of the Building 'containing 9,896 rentable and 8,427 usable square feet (hereinafter referred to as the "Added Space") as set forth below. The rentable and usable square feet in the Added Space have been determined in accordance with the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-1996.

2. Lease of Added Space.

2.1 Lease. The Lease is hereby amended to add the Added Space to the Existing Premises, As used in the Lease (as amended hereby) the term "Premises" shall, as of the Added Space Commencement Date (as defined in Section 2.2 below), mean the Existing Premises and the Added Space. Exhibit "A" to the Lease, therefore, is supplemented by the addition of the Exhibit "A" attached hereto. The parties stipulate to the rentable and usable areas of the Added Space set forth inSection 1.3 above, and such areas shall not be subject to remeasurement by either party. Except as set forth in this Agreement, the Added Space shall be leased upon all of the terms and conditions applicable to the Premises under the Lease.

2.2 Added Space Term. The term of the Lease with respect to the Added Space shall commence on July 1, 2006 (the "Added Space Commencement Date") and shall continue thereafter through June 30, 2011 (the "Added Space Term") coterminous with the term for the Existing Premises, unless sooner terminated pursuant to the Lease, subject to renewal as set forth in Section 2.2 of the Lease. Section 2.3 of the Lease (Option. to Cancel) applies only to the Lease for the Existing Premises and shall not apply to the Added Space. The Added Space Commencement Date shall be postponed one (I) day for each day that substantial completion of the improvements for Tenant's initial occupancy of the Added Space or Tenant's move into the Added Space is actually delayed by "Landlord Delay(s)" defined as:

(1) Landlord's failure or refusal, after mutual execution and delivery of this Agreement, to permit Tenant, its agents and contractors access to and use of the Building or any Building facilities or services (including loading dock, hoists or freight elevators) required for the orderly and efficient performance of the work necessary to complete such improve vents and move into the Added Space in accordance with Tenant's reasonably determined critical path schedule therefor; or

(2) Landlord's unreasonable failure, refusal or delay in connection with the exercise of approval rights in connection with the design and construction of such improvements, to the extent such delays necessarily delay the commencement or completion of construction of such improvements;

(3) Landlord's failure to timely fund the Added Space Allowance in accordance withArticle 3; or

(4) Any delay attributable to the construction or installation of work that is Landlord's responsibility to perform as shown onSchedule I attached hereto.

No Landlord Delay shall be deemed to have occurred unless Tenant has provided notice to, Landlord specifying that a delay shall be deemed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction. or circumstances are not cured by Landlord within one (1) business day after Landlord's receipt of such notice, and if such actions, inaction or circumstances otherwise qualify as a Landlord, Delay, then a Landlord Delay shall be deemed to have occurred commencing as of the date Landlord received such notice from Tenant, Landlord Delays shall postpone the Added Space Commencement Date only in the event that substantial completion of the improvements fir Tenant's initial occupancy of the Added Space or Tenant's move into the Added Space is delayed despite Tenant's reasonable efforts to adapt and compensate for such delays, which efforts Tenant shall be obligated to make (provided such additional cost incurred by Tenant due to such effort does not exceed $1,000 on a cumulative basis, unless Landlord agrees to pay to such excess).

2.3 Early Occupancy. Tenant may occupy the Added Space for the improvement thereof and for the conduct of business after execution and delivery of this Agreement by Landlord and Tenant and prior to the Added Space Commencement Date, and all of the provisions of the Lease and this Agreement with respect to the Added Space shall be in full force and effect upon such occupancy, except that no Added Space Base Rent pursuant to Section 4.1 below or additional rent for Direct Expenses for the Added Space pursuant to Section 4.2 below and Article 4 of the Lease shall be payable for the Added Space for the period prior to the Added Space Commencement Date; provided, however, that Tenant shall pay any parking charges due pursuant to Article 5 below for parking fofthe Added Space and other sundry expenses due and payable with respect to the Added Space as of the date that Tenant occupies the Added Sp[l]ace, or any portion thereof, for the conduct of business.

3. Improvement of Added Space.

3.1 As-Is for Tenant's Improvement. Subject to the terms hereof, Tenant hereby accepts the Added Space in its "as-is" condition, and Landlord shall have no obligation to improve, repair, restore or refurbish the Added Space, except as otherwise specifically provided herein or in the Lease. Tenant intends to perform improvements, remodeling and/or refurbishment in the Added Space, and Landlord shall reasonably assist Tenant in obtaining pricing for such work and in scheduling such work. All such work shall be conducted in accordance with the Lease, including without limitation, Article 8 of the Lease regarding Alterations; provided that Landlord shall respond to Tenant's submittal(s) of plans and specifications for work in the Added Space within five (5) business days after receipt thereof. Consistent with Article 8 of the Lease, Landlord shall allow Tenant to use its own general contractor(s) and architect(s), subject to Landlord's approval, and all subcontractors shall be from Landlord's approved vendor list. Schedule 1 attached hereto sets forth certain elements of such work and allocates the responsibility therefor between Landlord and Tenant. Consistent with the provisions of Article 24 of the Lease, at its sole cost and expense (subject to Sect on 3.2 below), Tenant shall promptly comply with all requirements of Applicable Laws affecting the Added Space, including, without limitation, making required changes to the Added Space the access thereto and common area restrooms therefor, systems serving the Added Space, and other areas of the Project (other than making structural changes or changes to the Base Shell and Core, as defined in Exhibit B to the Lease) (i) required due to the use and occupancy of the Added Space for other than typical office uses, including those uses set forth in Article 5 of the Lease, (ii) required due to repair, improvement or alteration of the Added Space, including any Alterations described in Article 8 of the Lease, but excluding the construction and installation of Tenant Improvements for Tenant's initial occupancy of the Added Space, or (iii) set forth on Schedule 1 hereto as the responsibility Landlord. Landlord shall deliver the Added Space and (only to the extent necessary for Tenant's legal improvement and occupancy of the Added Space) the Common Areas to Tenant in compliance with all Applicable Laws. Consistent with the provisions of Section 29.32(v) of the Lease, Tenant shall remove the Lines (defined in Section 20.32 of the Lease) currently existing in the Added Space.

3.2 Added Space Allowance. Landlord shall provide Tenant with a tenant improvement allowance ("Added Space Allowance") in the amount of One Hundred Twenty-Six Thousand Four Hundred Five Dollars ($126,405.00) (equal to $15.00 per square foot of usable area of the Added Space). Tenant may use the Added Space Allowance for the construction of Alterations in the Added Space, subject to the terms and conditions of Article 8 of the Lease. Portions of the Added Space Allowance shall be advanced to Tenant periodically on a monthly basis after commencement of construction of the Alterations in the Added Space by Tenant and after Tenant has delivered to Landlord copies of the original invoices for Tenant's work or labor performed and materials or supplies furnished, and, to the extent used for Alterations for which plans are required, a certificate from Tenant's architect or engineer certifying that the work and materials have been furnished as indicated in such statement a id that such work and materials have been substantially completed in accordance with such plans. Such advances shall be made by Landlord on or before the 25th day of each month with respect to complete payment requests made by Tenant on or before the 25th day of the prior month. Tenant shall obtain such verification, reports and lien releases from contractors, subcontractors and materialmen and shall satisfy such other standard construction loan disbursement conditions as may be required by Landlord. Landlord shall not be required to pay more than the Added Space Allowance toward all costs, expenses and charges related to Tenant's tenant improvement expenses. Tenant shall be responsible for the remaining portion of any payment required, and Landlord shall not be required to pay more than the Added Space Allowance toward all costs, expenses and charges related to Tenant's tenant improvement expenses. Ten percent of the Added Space Allowance may be withheld by Landlord until Tenant provides unconditional lien releases with respect to all work performed on the Added Space. Tenant shall not be entitled to any payment or rent reduction for any part of the Added Space Allowance not used by Tenant.

3.3 Landlord Facilities and Fee. Landlord, at Landlord's cost, and subject to the requirements of existing tenants in the Building, shall provide to Tenant, its contractor and its subcontractors utility usage and the non-exclusive use of Landlord's personnel and material freight elevators, loading docks and related facilities as may be reasonably required to enable Tenant, Tenant's agents and contractors to perform the Alterations to the Added Space dt ring Building Hours (collectively, the "Services"). During performance of the Alterations in the Added Space and Tenant's move into the Added Space, Tenant shall not be charged for the non-exclusive use of the Services during Building Hours, except that the cost of such use shall be included in Direct Expenses for the Building. Any Services utilized by Tenant after Building Flours, or required by Tenant and used by Tenant on an exclusive basis, shall be paid for by Tenant at the current quoted rates for Landlord's provision of such Services. Tenant shall pay Landlord a supervision fee equal to one and one-half percent ($1\ ^{1}/_{2}\%$) of the cost of the Alterations to the Added Space (including the cost of the items set. forth onSchedule 1 attached hereto performed by either Landlord or Tenant), and Landlord shall be entitled to payment of the Landlord's reasonable, out-of-pocket review costs incurred to un-affiliated third parties consistent with Landlord's general practices in the Building in approving the plans, specifications and drawings for the Alterations in the Added Space. All payments due to Landlord under this Section, at Landlord's option, shall be made by deduction from the Added Space Allowance.

4. Rent.

4.1 Added Space Base Rent. Commencing on the Added Space Commencement Date and continuing throughout the Lease Term, Tenant shall pay monthly Base Rent for the Added Space ("Added Space Base Rent"), which shall be in addition to Base Rent for the Existing Premises, as set forth below:

| Period of Time | Monthly Added Space Base Rent |
|---|---|
| | |
| July 1, 2006 through June 30, 2007 | $28,698.40 |
| July I, 2007 through June 30, 2008 | $29,702.84 |
| July 1, 2008 through June 30, 2009 | $30,742.44 |
| July 1, 2009 through June 30, 2010 | $31,818.43 |
| July 1, 2010 through June 30, 2011 | $32,932.07 |

The Added Space Base Rent for the first full month following the Added Space Commencement Date shall be paid at the time of Tenant's execution of this Agreement.

4.2 Added Space Additional Rent. Commencing on January I, 2007 and continuing throughout the Lease Term, in addition to the Additional Rent payable for the Existing Premises, Tenant shall pay Additional Rent for Direct Expenses for the Added Space in accordance with the terms Lease. For such purposes, Tenant's Share for the Added Space shall be approximately 1.846%. The Base Year for the Added Space only shall be the calendar year 2006.

5. Parking.

Effective on the earlier of the Added Space Commencement Date and the date on which Tenant occupies the Added Space, or any portion thereof, for the conduct of business, in addition to the parking passes set forth in Section 9 of the Summary, Tenant shall license from Landlord thirty (30) parking passes for unreserved parking in the Project parking facility, in accordance with the terms and provisions of Article 28 of the Lease. The current prevailing rate for unreserved parking in the Project parking facility is $135 per month per pass. In the event Tenant requires additional passes and the same are available and not required by Landlord in connection with its leasing and parking programs for the Project, Landlord shall provide the same to Tenant for the period such passes are and remain available, at the rent and on the terms and conditions set forth in Article 28 of the Lease.

6. Hazardous Materials.

Tenant shall not, and shall not direct, suffer or permit any of its agents, contractors employees, licensees or invitees (collectively,**the "Tenant Entities")** to at any time handle, use, manufacture, store or dispose of in or about the Premises or the Building any (collectively**"Hazardous Materials")** flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, Or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively **"Environmental Laws"),** nor shall Tenant suffer or permit any Hazardous Materials to be used in any manner not fully in compliance with all Environmental Laws, in the Premises or the Building and appurtenant land or allow the environment to become contaminated with any Hazardous Materials. Notwithstanding the foregoing, Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like) to the extent customary and necessary for the use of the Premises for general office purposes; provided that Tenant shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises, Building and appurtenant land or the environment. Tenant shall protect, defend, indemnify and hold each and all of the Landlord Parties (defined in Section 110.1 of the Lease) harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of Tenant to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials by Tenant or any Tenant Entity (even though permissible under all applicable Environmental Laws or the provisions of tills Lease), or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this Article. The provisions of this Article 6 shall supercede any other provision of the Lease imposing requirements on Tenant with respect to Hazardous Materials.

7. Additional Credit.

Concurrent with Tenant's execution and delivery of this Agreement, Tenant shall deliver to Landlord a replacement irrevocable letter of credit or an amendment to the letter of credit previously delivered to Landlord pursuant to Article 22 of the Lease so that the "LC" (as defined in the Article 22 of the Lease) will be for an increased "LC Stated Amount" equal to $445,421.93. Any such replacement letter of credit or amendment shall otherwise meet the requirements applicable to the LC under Article 22 and Exhibit H of the Lease. Upon delivery of the replacement letter of credit or amendment, the Reduction Schedule set forth in Article 22 of the Lease is hereby amended to be as follows:

| Date | LC Stated Amount |
|---|---|
| July I, 2007 | $346,583.60 |
| July 1,2008 | $247,745.27 |
| July 1, 2009 | $148,906.94 |
| July 1, 2010 | $50,068.60 |

Tenant acknowledges that the LC required pursuant to Article 22 of the Lease (as amende pursuant to this Agreement) secures Tenant's obligations under this Agreement as well as Tenant's obligations under the Lease.

8. Signage.

8.1 Added Space. Tenant's identifying signage on the sixth floor for the Added Space shall be provided by Landlord and placed at the entry to the Premises at Tenant's cost, and such signage shall be comparable to that used by Landlord for other similar floors in the Building and shall comply with Landlord's Building standard signage program.

8.2 Building Directory. Tenant shall be provided one (1) line for each 1,000 rentable square feet contained in the Added Space to display Tenant's name and location in the Building, and the names of Tenant's principal employees and subtenants.

8.3 Monument Signage.

(a) Monument Signage. Subject to the terms of this Section 8.3, during the Lease Term, Tenant shall have the right to install monument signage displaying Tenant's name on the existing, multi-tenant monument sign located at the main entrance to the Project or Wilshire Boulevard (the "Monument Sign"). The content, size, design, specifications, precise location, graphics, materials, colors and other specifications of Tenant's Monument Sign shall be subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed, and shall be consistent and compatible with the Project's design, signage and graphics programs and all applicable rules and regulations of the governmental agencies having jurisdiction. The design, installation, maintenance, repair, restoration and removal (including restoration of the portion of the monument upon which the same was located) of Tenant's Monument Sign shall be performed by Landlord at Tenant's sole cost and expense. Tenant shall pay Landlord for Landlord's actual costs to he incurred in connection therewith within thirty (30) days after receipt of an invoice therefor from Landlord accompanied by reasonably adequate substantiation of the costs to be incurred.

(b) Loss of Rights. The identification and signage rights under this Section 8.3 are personal and specific to the originally named Tenant hereunder (WPT Enterprises) and to any entity, the transfer to which would qualify as a "non-Transfer" under Section 14.7 of the Lease, and are not otherwise transferable by sublease, assignment, operation of law or otherwise. Upon the expiration of the Lease Term or the earlier termination of Tenant's signage rights under this Section 8.3, Landlord shall be entitled, at Tenant's sole cost and expense, to remove the Monument Sign. All of the foregoing identity and signage rights in this Section 8.3~~:~~ shall apply only while Tenant leases (without sublease or assignment) at least ninety percent (90%) of entire Premises. (Occupancy by Tenant's Occupants defined in Paragraph 14.7(b) of the Lease or occupancy of parties in connection with a "non-Transfer" under Section 14.7 of the Lease shall not be considered sublease or assignment by Tenant for purposes of this Paragraph.) Such rights shall be null and void at such time as Tenant and/or parties under such non-Transfers fail to lease (without sublease or assignment) at least ninety percent (90%) of the entire Premises and upon such failure, Landlord shall be entitled to immediately remove Tenant's signage.

9. Antenna.

Tenant shall have the right to enter into a license agreement with Landlord, in the form set forth in Exhibit "B" attached hereto, which license agreement shall grant Tenant a license to maintain an antennae or satellite dish connected to the Premises not larger than 3' x 3' upon such portion of the rooftop of the Building as is designated by Landlord, subject to Tenant's compliance with the rules and regulations promulgated by Landlord, from time to time, with respect to use of, and access to, the rooftop of the Building. Tenant shall not be obligated to pay a fee to Landlord for such use of, and access to, the Building's rooftop. Tenant shall pay for the maintenance and repair of the antenna or satellite dish and/or other equipment placed upon such licensed portion of the Building's rooftop (collectively, "Antenna Facilities"), as well as all utilities used to operate such Antenna Facilities. Except in the event of an emergency, Tenant covenants to repair, maintain and remove its Antenna Facilities during Building Hours. The installation of Tenant's Antenna Facilities shall be engineered by Landlord's engineers at Tenant's sole cost and expense. Such installation of Tenant's Antenna Facilities, including the aesthetic compatibility of such Antenna Facilities with the design and appearance of the Building, shall be subject to Landlord's approval.

10. Brokers.

Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Agreement, except for Madison Partners (as Landlord's representative) and Cushman & Wakefield of California, Inc. and Studley (as Tenant's representatives) (collectively, "Brokers"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Agreement. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, other than Brokers, occurring by, through, or under the indemnifying party. Landlord covenants and agrees to pay all real estate commissions due in connection with this Agreement to Brokers in accordance with a commission agreements executed by Landlord.

11. Miscellaneous.

1 1.1 Lease Ratified. Except as specifically amended or modified herein, each and every term, covenant, and condition of the Lease as amended is hereby ratified and shall remain in full force and effect.

11.2 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and permitted assigns.

11.3 Governing Law. This instrument shall be interpreted and construed in accordance with the law of the State of California.

11.4 Limitation Of Liability. The provisions of Section 29.13 of the Lease continue to apply for the benefit of Landlord and the Landlord Parties. Without limiting the forgoing the obligations of Landlord under this Agreement and the Lease are not intended to be and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its or its investment manager's trustees, directors, officers, partners, beneficiaries, members, stockholders, employees, or agents, and in no case shall Landlord be liable to Tenant hereunder or under the Lease for any lost profits, damage to business, or any form of special, indirect or consequential damages.

11.5 Counterparts. This Agreement may be executed in one or more counterparts, and each set of duly delivered identical counterparts that includes all signatories shall be deemed to be one original document.

[signatures appear on the following page]

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

LANDLORD:

RREEF AMERICA REIT II CORP. BBBB
a Maryland corporation

By: RREEF MANAGEMENT COMPANY, a Delaware corporation, Authorized Agent

By: /s/ Mark R. McAdams
Name: Mark R. McAdams
Title: Vice President - District Manager

TENANT:

WPT ENTERPRISES, INC.,
a Delaware corporation

By: /s/ Adam Prish
Name: Adam Prish
Title: [unreadable]

By: /s/ W.Todd Steele
Name: Todd Steele
Title: Chief Financial Officer

EXHIBIT ”A”

ADDED SPACE

[attached]


WILSHIRE
COURTYARD
5700 WILSHIRE BLVD.
LOS ANGELES, CA.
TEL: (323)939-5300
FAX: (323)939-1350
EAST BUILDING
SIXTH FLOOR
SUITE RSF AVAILABLE
# 625 9,896 RSF 5/01/08 (POSSIBLY EARLIER)
# 650 17,444 RSF 5/01/08
TOTAL 27,340 RSF
#650
#625
KEY PLAN
NORTH
RREEF
Real Estate Investment Managers
adison
PARTNERS
CONTACT BRAD FIELD
AT (310) 407-3411
SAA
01/10/08

EXHIBIT "B"

ANTENNA LICENSE AGREEMENT

SATELLITE DISH/ANTENNA LICENSE AGREEMENT

THIS SATELLITE DISH/ANTENNA LICENSE AGREEMENT ("Agreement") is made and entered into as of the ____day of_____, 200_, by and between RREEF AMERICA REIT II CORP. BBBB, a Maryland corporation ("Landlord"), and WPT ENTERPRISES, INC., a Delaware corporation ("Tenant"). Landlord isthe licensor and Tenant is the licensee hereunder, but are referred to solely as "Landlord" and "Tenant," respectively, for ease of reference.

1. Recitals.

Landlord and Tenant have entered into that certain Office Lease dated as of September 24, 2004, as amended by that certain Amendment to Lease dated as of March ____, 2006 (collectively, the "Office Lease") for premises located in the office and retail project commonly known as Wilshire Courtyard, all as more particularly described in the Office Lease. Capitalized items not defined herein, shall have the same meaning as defined in the Office Lease.

2. Antenna License.

2.1 Grant. Landlord hereby grants to Tenant a license (the "Antenna License") during the term of the Office Lease, and any permitted extension thereof, to install, operate, maintain and use a GPS antennae or satellite dish connected to the Premises of not larger than 3' x 3! (the "Antenna") on the rooftop of the Building at the location more specifically shown on the plan attached hereto as Exhibit "A" (or if no location is shown on Exhibit "A", at a location reasonably determined by Landlord). The License is contingent upon the Office Lease being in effect, and compliance by Tenant with all of the terms and provisions hereof, and may be terminated by Landlord if Landlord terminates the Office Lease after an event of default occurs under Section 19.1 of the Office Lease, after any applicable notice and lapse of any applicable cure period. In the event that Landlord has the right to and does terminate the Office Lease, the Antenna License shall also thereupon terminate, and the Antenna License shall terminate, .in any event upon expiration of the Term of the Office Lease, as extended pursuant to the Office Lease. Tenant's rights hereunder may not be transferred to or used by any Transferee or other Person in the business of providing satellite, voice, data or other telecommunications services to third parties, except to the extent such Transferee or other Person will use the rights hereunder only to service its own satellite, voice, data and other telecommunications requirements at the Premises.

2.2 Permitted Use. The purpose of this Antenna License is to permit Tenant, at its sole expense, to install, operate, use (only to service its own satellite, voice, data and other telecommunications requirements at the Premises), maintain and remove the Antenna (inc tiding use of available riser capacity between the Premises and roof, but only to the extent required for the Antenna), provided that the installation, operation, use, repair, maintenance and removal of such Antenna complies with the following requirements:

(a) Installation must meet all federal, state and local licensing requirements and be in compliance with all applicable building and fire codes, including any required conditional use permit. Installation (including installation of cable risers, wires, power sources and all related equipment and materials), operation, use, repair, maintenance and removal must not interfere with the telecommunications or other systems of the Building or of any other tenant.

(b) Installation shall be conducted by licensed contractors approved by Landlord, and if any roof penetration is required, a licensed roofing contractor approved by Landlord shall perform such work.

(c) The Antenna may not protrude above a height equal to the highest the Building structure point of

(d) The Antenna shall not interfere in any way With the Building's engineering, window washing or other maintenance functions.

(e) The Antenna must be properly secured and installed so *as* not to be affected by high winds or other elements.

(f) The Antenna must be properly grounded.

(g) The installed Antenna must not be visible from street level.

(h) The color, size and aesthetics of the Antenna shall be approved by Landlord.

(i) The weight of the Antenna shall not exceed the load limits of the Building.

(j) Tenant shall reimburse Landlord for any costs incurred by Landlord, at Landlord's actual cost incurred in connection with the installation, operation, use, maintenance, repair and/or removal of the Antenna within fifteen (15) days after demand therefor by Landlord.

(k) In no event shall the Antenna or any appurtenant wiring or cable adversely affect any of the mechanical, electrical, life-safety, structural or other systems of the Building.

(l) Should the use of the Antenna by Tenant interfere with other telecommunications systems of the Building or any tenant, Tenant shall make such adjustments to the Antenna or its related equipment as may be reasonably required by Landlord.

2.3 Access. Upon reasonable notice to Landlord, Tenant shall have reasonable and adequate access to the rooftop of the Building to install, operate and maintain the Antenna during the term of this License.

2.4 Costs. Tenant shall be solely responsible for and shall pay all costs, expenses and taxes incurred in connection with the ownership, installation, operation, maintenance, use and removal of the Antenna and the appurtenant equipment located in or on the Building. Tenant shall also cause the insurance policies to be maintained by Tenant pursuant to the Office Lease to include the Antenna and all related equipment and materials as part of Tenant's insured property.

2.5 Indemnity. Tenant specifically agrees that the indemnification of Landlord by Tenant in accordance with the Office Lease is deemed to include any claims arising from the installation, operation, use, maintenance or removal of the Antenna.

2.6 Relocation. If any other tenant of the Project requires use of the area in which the Antenna is located, Landlord shall have the right, at its option and from time to time, upon not less than thirty (30) days prior notice to Tenant, to relocate the Antenna to another location in the Project adequate to afford equivalent service to Tenant. Landlord shall pay the costs (r relocation reasonably incurred by Tenant in connection with such substituted location, subject to adequate substantiation of such costs.

3. No Fee.

Except as otherwise expressly provided herein, Tenant shall not be required to pay any fee or charge for its rights under this Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date set forth in the first paragraph above.

RREEF AMERICA REIT II CORP. BBBB
a Maryland corporation

By: RREEF MANAGEMENT COMPANY, a Delaware corporation, Authorized Agent

By: _____
Name: _____
Title: _____

WPT ENTERPRISES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE 1

ADDED SPACE WORK RESPONSIBILITY

Landlord shall perform or be responsible for the cost of the following items for the Added Space:

VAV, high-side, duct repairs
VAV CSI control installations
Mini blind repairs

Fire life safety modifications or upgrades required for improvements consistent with customary general office use

One half of the cost of fire life safety modifications or upgrades related to tenant specific improvements (not consistent with customary general office use), provided that Landlord's share of such cost shall not exceed $3,750.00

Upgrades, if any, required for the common area restrooms on the sixth floor

One half of the cost of the demising walls

Tenant shall perform or be responsible for the cost of the following items for the Added Space (subject to Section 3.2 of the Agreement):

Suite HVAC separation

Suite electrical separation

One half of the cost of the demising walls

Installation of suite back door

Any lighting changes that Tenant requires

Fire life safety modifications or upgrades not made the responsibility of Landlord as set forth above

Note that Landlord will not require Tenant to upgrade the ceiling or lighting systems in the Added Space to the more current Building standard.

Exhibit 10.30

**SECOND AMENDMENT TO LEASE**

THIS SECOND AMENDMENT TO LEASE (this **"Agreement")** is entered into effective as of January 31, 2011, by and between RREEF AMERICA REIT II CORP. BBBB, a Maryland corporation (successor-in-interest to Wilshire Courtyard L.L.C., a Delaware limited liability company) **("Landlord")** and WPT Enterprises, Inc., a Nevada corporation (successorin-interest to WPT Enterprises, Inc., a Delaware corporation) **("Tenant").**

**1. Recitals.**

1.1 **Lease.** Landlord and Tenant are parties to that certain Lease dated September 24, 2004 (the **"Original Lease")** as amended by that certain Amendment to Lease (the **"First Amendment")** dated March 21, 2006 (the Original Lease, as amended, is referred to herein as the **"Lease"),** for premises in the Building located at 5700 Wilshire Boulevard in Los Angeles, California, all as more particularly described therein. All terms defined in the Lease not otherwise defined herein shall have the same meanings when used in this Agreement.

1.2 **Premises and Term.** The Premises under the Lease currently consist of 25,797 rentable square feet comprised of (i) 15,901 rentable square feet of space on the third ($3^{rd}$) floor of the Building (referred to herein as the **"Third Floor Space"),** and (ii) 9,896 rentable square feet on the sixth ($6^{th}$) floor of the Building, commonly known as Suite 625, defined in the First Amendment as the "Added Space" and referred to herein as **"Suite 625."** The Lease Term is scheduled to expire on June 30, 2011.

1.3 **Amendment.** Landlord and Tenant desire to amend the Lease to reflect the early termination of a portion of the Third Floor Space (the **"Terminated Space"),** consisting of all of the Third Floor Space other than the Third Floor Remainder Space (as hereinafter defined). Landlord and Tenant have agreed to extend the Lease Term with respect to a portion of the Third Floor Space, consisting of approximately 8,442 rentable square feet as measured pursuant to guidelines generally established by the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-1996 and more particularly shown on Exhibit "A" attached hereto (the **"Third Floor Remainder Space"),** upon and subject to the terms and conditions set forth hereinbelow.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**2. Reduction of Premises.**

2.1 **Reduction.**

(a) Effective as of 11:59 p.m. on April 30, 2011 (the **"Partial Termination** Date"), without affecting the continued validity and effectiveness of the Lease, the Lease shall terminate for all purposes with respect to the Terminated Space only; provided however that any liabilities or obligations that survive termination of the Lease in accordance with its terms shall survive such termination. Tenant (and all persons claiming by, through or under Tenant) shall vacate the Terminated Space, remove all furniture, trade fixtures, personal property, workstations, equipment, computers and all communications and computer wires and cabling located in or exclusively serving the Terminated Space, and repair any damage caused by such removal. Tenant shall otherwise surrender and deliver exclusive possession of the Terminated Space to Landlord in its presently existing condition, with no obligation to remove any Alterations therefrom or to make any repairs, except for the repair of any damage to such space (beyond normal wear and tear) occurring after the date of this Agreement and/or caused by Tenant's removal of wiring and cabling. Tenant shall have until May 21, 2011 (the "Surrender Deadline") to comply with the requirements of the foregoing two (2) sentences (collectively, the "Surrender Requirements"), and Tenant shall have the right to access the Terminated Space until the Surrender Deadline to perform the Surrender Requirements (but not for the conduct of business); provided that all insurance requirements and indemnity obligations shall remain in effect with respect to the Terminated Space during such prolonged access period.

(b) Notwithstanding anything to the contrary set forth in this Agreement, if Tenant has failed to satisfy the Surrender Requirements by the Surrender Deadline, Article 16 of the Original Lease shall apply for each day after the Surrender Deadline that Tenant fails to satisfy the Surrender Requirements, without regard to the last sentence thereof and provided that Landlord shall be entitled to damages incurred by Landlord due to the loss of prospective third party tenants or delay in delivery the Premises or any portion thereof to prospective third-party tenants resulting from Tenant's holdover without regard to clauses (a) and (b) of Article 16 of the Original Lease.

2.2 Terminated Space Rent Forgiveness. In consideration of Tenant's entering into this Agreement and extending the Lease Term with respect to the Third Floor Remainder Space for five (5) years, Tenant shall not be obligated to pay Base Rent for the Terminated Space after February 1, 2011 (subject to Paragraph 2.1(b) above); provided, however, that Tenant shall pay all Additional Rent otherwise due under the Lease with respect to the Terminated Space (including, without limitation, Additional Rent for Direct Expenses) until the date that Tenant satisfies the Surrender Requirements. Tenant has already paid Base Rent for the Terminated Space for the months of February 2011 and March 2011 and, therefore, Tenant shall be entitled to a rent credit in the amount of the Base Rent previously paid for the Terminated Space for the period on and after February 1, 2011, which credit shall be applied to Tenant's installments of Rent next coming due after mutual execution of this Agreement. If there is an Event of Default under the Lease as amended hereby which results in the early termination of the Lease, then as part of the recovery permitted Landlord under the Lease, Landlord shall be entitled to a recovery of the Base Rent forgiven pursuant to this Paragraph; i.e., such Base Rent shall not be deemed to have been forgiven or abated, but shall become immediately due and payable as unpaid Rent which had been earned at the date of default.

2.3 Demising; Representations.

(a) Landlord shall, at Landlord's cost and expense pursuant to a demising plan prepared by Landlord's architect and mutually reasonably agreed upon by Tenant, demise the Terminated Space from the Third Floor Remainder Space in order to create two (2) separately leaseable suites in compliance with applicable codes and laws, including any necessary separation of the Building's electrical, plumbing, mechanical and fire/life safety systems and extension of the existing corridor (collectively, the "Demising Work"). The Demising Work will be performed by contractors engaged by Landlord, pursuant to a schedule mutually reasonably agreed upon by Landlord and Tenant. The Demising Work shall not include, and Tenant shall be solely responsible for, (i) any necessary separation of Tenant's communications or computer wires and cables, (ii) any costs associated with Tenant's furniture, equipment or other personal property, and (iii) the finishing of the side of the demising wall in the Third Floor Remainder Space. The exact location of the demising wall shall be subject to all Applicable Laws (including, without limitation, fire codes) and shall be subject to Landlord's final approval; provided that Landlord shall use good faith efforts to locate the demising wall in the location shown on Exhibit "A", as long as such location is in compliance with all Applicable Laws (including, without limitation, fire codes). Tenant acknowledges that there will be inconveniences, such as noise and dust associated with the Demising Work, and the necessity for movement of personnel and furniture and equipment in connection therewith. Landlord shall not be responsible for any annoyance, inconvenience or injury to Tenant's business resulting from the Demising Work and Tenant will neither expect nor receive any abatement of Rent with respect thereto. Tenant shall reasonably cooperate with Landlord with respect to Landlord's performance of the Demising Work (including, without limitation, promptly reviewing plans related to the Demising Work if requested by Landlord). Tenant and Landlord shall work together in good faith to cause the Demising Work to be completed in a commercially reasonable cost efficient manner and on a timely basis without payment of overtime for work performed after hours; provided, however, that (i) Landlord shall use commercially reasonable efforts to minimize interference with Tenant's business operations during the conduct of the Demising Work, and (ii) any work that materially interferes with Tenant's business operations shall be performed during non-business hours. At Tenant's cost (but subject to application of the Tenant Improvement Allowance pursuant to Section 5.2 below), after Landlord has installed the new demising wall, Tenant shall finish the side of the wall in the Third Floor Remainder Space using Building standard materials and finishes reasonably approved by Landlord, and otherwise upon the terms and conditions of Article 8 of the Original Lease.

(b) Tenant represents and warrants to Landlord, as of the date of Tenant's execution of this Agreement, that (i) Tenant has not assigned or sublet all or any portion of its interest in the Lease with respect to the Terminated Space; (ii) no other person, firm or entity has any right, title or interest in the Lease with respect to the Terminated Space; and (iii) Tenant has the full right, legal power and actual authority to enter into this Agreement without the consent of any person, firm or entity. The person(s) executing this Agreement on behalf of Tenant represent and warrant to Landlord that they are duly authorized to execute and deliver this Agreement on Tenant's behalf in accordance with a duly adopted resolution of the board of directors of Tenant, a copy of which is to be delivered to Landlord upon written request, and in accordance with the Bylaws of Tenant, and that the Lease as amended by this Agreement is binding upon Tenant in accordance with its terms. Tenant further represents and warrants to Landlord that as of the date of Tenant's execution of this Agreement, there are no mechanic's liens or other liens encumbering all or any portion of the Terminated Space, by virtue of any act or omission on the part of Tenant, its contractors, agents, employees, successors or assigns. Notwithstanding the termination of the Lease with respect to the Terminated Space, the representations and warranties set forth in this Paragraph 2.2(b) shall survive the termination of the Lease with respect to the Terminated Space and Tenant shall be liable to Landlord for any inaccuracy or any breach thereof.

**3. Extension.**

3.1 **Extension Term.** The Lease Term with respect to the Third Floor Remainder Space is hereby extended for a period of five (5) years (the **"Extension Term"), commencing** on February 1, 2011 (the **"Extension Term Commencement Date")** and expiring on January 31, 2016 unless sooner terminated pursuant to the Lease as amended hereby. Except as set forth in this Agreement, all of the terms and conditions of the Lease shall continue to apply during the Extension Term. The Lease Term with respect to Suite 625 shall expire as scheduled on June 30, 2011. From and after June 30, 2011, all references in the Lease to the "Premises" shall mean only the Third Floor Remainder Space. Notwithstanding any contrary provision of the Lease, upon the expiration or earlier termination of the Lease, Tenant shall, at Tenant's cost, remove all communications and computer wires and cables located in or exclusively serving the Premises, except as may be designated in writing by Landlord, and repair any damage caused by such removal.

3.2 **Renewal Term.** Tenant shall continue to have the Renewal Option set forth in Section 2.2 of the Original Lease, except that (i) the Renewal Notice shall be given to Landlord no earlier than January 31, 2015 and no later than April 30, 2015, and (ii) all references in Section 2.2 of the Original Lease to the "initial Term" shall be deemed to refer to the Extension Term.

**4. Extension Term Rent.**

4.1 **Base Rent.** Commencing on the Extension Term Commencement Date and continuing through the Extension Term, Tenant shall pay Base Rent for the Third Floor Remainder Space as follows:

| Period of Time | | Monthly Base Rent |
|---|---|---|
| February 1, 2011— January 31, 2012 | $ | 24,481.80 |
| February 1, 2012 — January 31, 2013 | $ | 25,216.25 |
| February 1, 2013 — January 31, 2014 | $ | 25,972.74 |
| February 1, 2014 — January 31, 2015 | $ | 26,751.92 |
| February 1, 2015 — January 31, 2016 | $ | 27,554.48 |

The Added Space Base Rent payable for Suite 625 through June 30, 2011 shall continue to be as set forth in Section 4.1 of the First Amendment.

4.2 **Additional Rent.** During the Extension Term, Tenant shall continue to pay Additional Rent for Direct Expenses for the Third Floor Remainder Space in accordance with the terms of the Lease, provided that (i) Tenant's Share for the Third Floor Remainder Space shall be approximately 1.544%; (ii) the Base Year with respect to the Third Floor Remainder Space shall be the calendar year 2011; and (iii) Section 4.2(d)(10) of the Original Lease shall be deleted, and the 2011 Base Year and all subsequent Expense Years shall include the cost of payroll for clerks and attendants, garage keepers liability insurance, parking management fees, tickets and uniforms and all other costs directly incurred in operating the parking facilities serving the Project. Through June 30, 2011, the Additional Rent payable for Suite 625 shall continue to be as set forth in Section 4.2 of the First Amendment.

5. **Improvement of Third Floor Remainder Space.**

5.1 **Acceptance.** Without limiting Landlord's obligations set forth in Article 7 of the Original Lease, Tenant shall accept the Third Floor Remainder Space in its "as-is" condition on the Extension Term Commencement Date, and, subject to Landlord's obligation to perform the Demising Work, Landlord shall have no obligation to improve, repair, restore or refurbish the Third Floor Remainder Space except as otherwise specifically provided in this Article 5. Except as otherwise expressly provided in the Lease, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises, the Building or any other portion of the Project, including without limitation, any representation or warranty with respect to the suitability or fitness of the Premises, the Building or any other portion of the Project for the conduct of Tenant's business.

5.2 **Allowance.** Tenant shall be provided with an allowance (the "Tenant Improvement Allowance") of Forty-Six Thousand Four Hundred Thirty-One Dollars ($46,431) (equivalent to $5.50 per rentable square foot of the Third Floor Remainder Space). The Tenant Improvement Allowance shall be used by Tenant for Alterations to the Third Floor Remainder Space (including costs associated with space planning, construction drawings, construction management and permit fees, but expressly excluding costs for furniture, fixtures, equipment and other personal property), which Alterations shall be conducted in accordance with, and subject to, the provisions of Article 8 of the Original Lease, as modified by this Section 5.2; provided that Landlord shall respond to Tenant's submittals of plans and specifications for work in the Third Floor Remainder Space within five (5) business days after receipt thereof. All Alterations shall also be performed in accordance with Landlord's Wilshire Courtyard Rules and Regulations Governing Construction. Landlord will allow Tenant to use a reputable general contractor, experienced in the construction of tenant improvements in Comparable Buildings, selected by Tenant for the improvement of the Third Floor Remainder Space hereunder, subject to Landlord's reasonable approval. All subcontractors used by Tenant for the Alterations shall be from Landlord's approved vendor list. Landlord hereby pre-approves WOLCOTT Architecture/Interiors as architect. Portions of the Tenant Improvement Allowance shall be advanced to Tenant within thirty (30) days after Tenant has delivered to Landlord copies of the original invoices for Tenant's work or labor performed and materials or supplies furnished in connection with such work; provided that in no event shall Landlord be obligated to disburse any of the Tenant Improvement Allowance after March 31, 2012, and Tenant shall not make more than three (3) separate disbursement requests. Tenant shall obtain such verification, reports and lien waivers and releases from contractors, subcontractors and materialmen and shall satisfy such other standard construction loan disbursement conditions as reasonably may be required by Landlord. Landlord shall not be required to pay more than the Tenant Improvement Allowance toward all costs, expenses and charges related to Tenant's Alterations, and Tenant shall be responsible for the remaining portion of any payment required.

6. **Parking.** Effective as of the Extension Term Commencement Date, Section 9 of the Summary in the Original Lease is hereby amended and restated to provide as follows: "Up to three (3), but no less than two (2), unreserved parking passes for every 1,000 square feet of Rentable Area of the Premises. Subject to the terms of Article 28 of the Lease, Tenant may elect to convert up to two (2) unreserved parking passes to reserved parking passes." At any time that any of Tenant's reserved parking spaces are not being parked in for any extended period of time (i.e., several days at a time), Tenant shall use best efforts to cause its employees that hold unreserved parking passes to park in such reserved parking spaces during the time the reserved spaces are not being used. Tenant shall pay Landlord for all parking passes rented by Tenant the prevailing rate charged from time to time at the location of such passes, provided that for the first (1st) year of the Extension Term, Tenant shall receive a discount of 10% off the prevailing rate for unreserved parking passes. The provisions of this Article 6 shall be inapplicable with respect to Suite 625. Article 5 of the First Amendment shall continue to govern with respect to parking rights and obligations pertaining to Suite 625 through June 30, 2011.

7. **Antenna.** During the Extension Term, Tenant shall continue to have the rights set forth in Article 9 of the First Amendment.

8. **Signage.**

8.1 **Monument Signage.** Tenant shall have the right, at Tenant's sole cost and expense, to retain its existing Monument Signage during the Extension Term, subject to the terms and conditions of Section 8.3 of the First Amendment; provided, however, that at any time either Landlord or Tenant may terminate Tenant's right to the Monument Signage upon thirty (30) days prior written notice to the other.

8.2 **Suite Signage.** Tenant shall have the right, at Tenant's sole cost and expense, to retain its currently-existing suite signage and listings in the Building directory during the Extension Term, except with respect to Suite 625. Sections 8.1 and 8.2 of the First Amendment (which pertain to signage for Suite 625) shall remain in effect until June 30, 2011, after which they shall be of no further force or effect.

9. **Security.**

9.1 **Security Deposit.** Landlord currently holds the Security Deposit in the amount of Forty-Four Thousand Five Hundred Twenty-Two and 80/100 Dollars ($44,522.80). Tenant represents and warrants to Landlord that Voyager (as defined in Article 11 below) has assigned to Tenant all of Voyager's right, title and interest in and to the Security Deposit, and Landlord acknowledges receipt of a letter from Voyager to Landlord dated March 16, 2011 confirming the same. Promptly after Tenant satisfies the Surrender Requirements, Landlord shall refund Sixteen Thousand Nine Hundred Sixty-Eight and 32/100 Dollars ($16,968.32) of the Security Deposit the **"Refunded Amount")** to Tenant. The required amount of the Security Deposit for the Extension Term shall be Twenty-Seven Thousand Five Hundred Fifty Four and 48/100 Dollars ($27,554.48), which amount Landlord shall hold throughout the Extension Term in accordance with the terms of Article 21 of the Original Lease.

9.2 **Guaranty.** Tenant acknowledges that bwin.party digital entertainment plc**("Guarantor")** shall execute and deliver a Guaranty of Lease in the form attached hereto as Exhibit "B" (the **"Guaranty").**

**10. Brokers.** Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Agreement, except for Transwestern (as Landlord's representative) and Jones Lang LaSalle and Studley (as Tenant's representatives) (collectively, **"Brokers"),** and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Agreement. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, other than Brokers, occurring by, through, or under the indemnifying party. Landlord covenants and agrees to pay all real estate commissions due in connection with this Agreement to Brokers in accordance with a commission agreements executed by Landlord.

**11. Identity of Tenant.** Tenant currently occupies the Third Floor Space pursuant to a Sublease dated as of November 2, 2009 between Tenant, as subtenant, and Voyager Oil & Gas, Inc., successor-in-interest to WPT Enterprises, Inc., a Delaware corporation **("Voyager"),** as sublandord (the **"Voyager Sublease").** Voyager currently occupies Suite 625. This Agreement is not being executed by Voyager; therefore, the Lease as constituted without regard to this Agreement shall remain binding upon and in effect with respect to Voyager through the scheduled Lease expiration date of June 30, 2011 (and after June 30, 2011, Voyager shall have no further liability under the Lease). Notwithstanding the existence of the Voyager Sublease, Tenant represents, warrants and covenants to Landlord that upon Tenant's execution of this Agreement, Tenant shall be directly obligated to Landlord for all obligations under the Lease as amended hereby (except with respect to Suite 625, for which Voyager shall remain liable through June 30, 2011 per the terms of the Lease).

**12. Miscellaneous.**

12.1 **Financial Statements and Credit Reports.** At Landlord's request (but no more often than once per calendar year), Tenant shall deliver to Landlord a copy of Tenant's then most recently prepared financial statement. Tenant hereby authorizes Landlord to obtain a credit report on Tenant once per calendar year, and shall execute such further authorizations as Landlord may reasonably require in order to obtain such credit report.

12.2 **Certain Deletions.** Sections 1.3 and 28.3 of the Original Lease are hereby deleted.

12.3 **Insurance.** In addition to the insurance requirements set forth in Article 10 of the Original Lease, Tenant shall obtain and maintain in effect following the date of this Agreement and continuing throughout the Extension Term (a) Business Auto Liability insurance covering owned, non-owned and hired vehicles with a limit of not less than $1,000,000 per occurrence; and (b) employer's liability insurance with a primary limit of not less than $500,000 bodily injury each accident; $500,000 bodily injury by disease — each person; and $500,000 bodily injury by disease policy limit.

12.4 **Lease Ratified.** Except as specifically amended or modified herein, each and every term, covenant, and condition of the Lease as amended is hereby ratified and shall remain in full force and effect.

12.5 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and permitted assigns.

12.6 **Governing Law.** This Agreement shall be interpreted and construed in accordance with the law of the State of California.

12.7 **Limitation Of Liability.** The provisions of Section 29.13 of the Original Lease continue to apply for the benefit of Landlord and the Landlord Parties. Without limiting the forgoing, the obligations of Landlord under this Agreement and the Lease are not intended to be and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its or its investment manager's trustees, directors, officers, partners, beneficiaries, members, stockholders, employees, or agents, and in no case shall Landlord be liable to Tenant hereunder or under the Lease for any lost profits, damage to business, or any form of special, indirect or consequential damages.

12.8 **Counterparts.** This Agreement may be executed in one or more counterparts, and each set of duly delivered identical counterparts that includes all signatories shall be deemed to be one original document.

**[Remainder of page intentionally left blank; signatures on following page]**

**Signature page for Second Amendment to Lease bearing the date of January 31, 2011, between RREEF AMERICA REIT II CORP. BBBB, a Maryland corporation, as Landlord and WPT ENTERPRISES, INC., a Nevada corporation, as Tenant**

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

LANDLORD:

RREEF AMERICA REIT II CORP. BBBB,
a Maryland corporation

By: /s/ Robert E. Andrews
Robert E. Andrews
Vice President

TENANT:

WPT ENTERPRISES, INC.,
a Nevada corporation

By: /s/ Steve Heller
Steve Heller
Chief Executive Officer

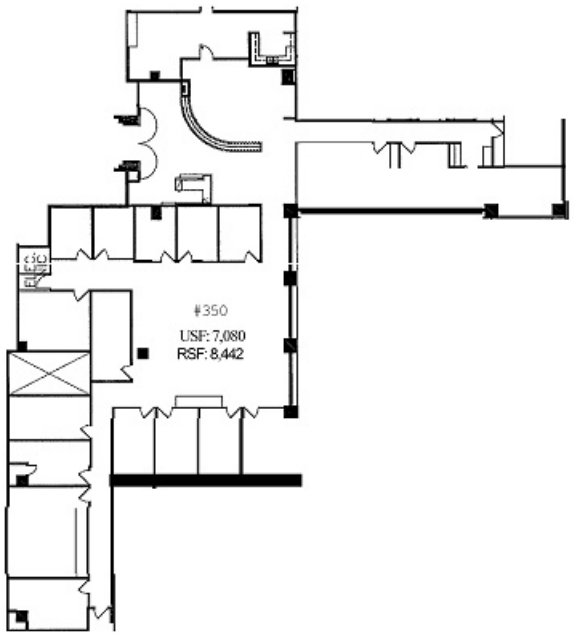
By: /s/ Adam Pliska
Adam Pliska
President

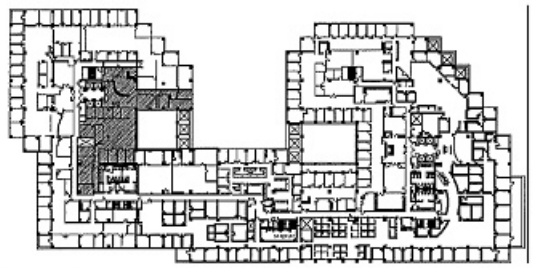
EXHIBIT A

WILSHIRE COURTYARD
OUTLINE OF THIRD FLOOR REMAINDER SPACE

attached to and made a part of the Second Amendment to Lease bearing the Lease Reference Date of January 31, 2011 between RREEF AMERICA REIT II CORP. **BBBB,** a Maryland corporation, as Landlord and WPT ENTERPRISES, INC., a Nevada corporation, as Tenant. This Exhibit A is intended only to show the general layout of the Third Floor Remainder Space as of the date of the Second Amendment to Lease. It does not in any way supersede any of Landlord's rights with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate.

SEE NEXT PAGE



KEY PLAN
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A-2

Landlord Tin
Wilshire Cou d
WPT Enterprises, c.

**EXHIBIT B**

**WILSHIRE COURTYARD**
**GUARANTY OF LEASE**

**attached to and made a part of the Second Amendment to Lease bearing the Lease Reference Date of January 31, 2011 between RREEF AMERICA REIT II CORP. BBBB, a Maryland corporation, as Landlord and WPT ENTERPRISES, INC., a Nevada corporation, as Tenant**
**STARTS ON FOLLOWING PAGE**

**GUARANTY OF LEASE**

WPT ENTERPRISES, INC., a Nevada corporation ("Tenant"), and RREEF AMERICA REIT II CORP. BBBB, a Maryland corporation ("Landlord") are parties to that certain Lease dated September 24, 2004, as amended by that certain Amendment to Lease dated March 21, 2006 and that certain Second Amendment to Lease (the "Second Amendment") dated January 31, 2011 (collectively, the "Lease"), for premises in the Building located at 5700 Wilshire Boulevard in Los Angeles, California, as more particularly described in the Lease. The undersigned (hereinafter, "Guarantor"), has agreed to guaranty the performance of Tenant under the Lease on the terms set forth herein. This Guaranty is a guaranty of payment and performance of Tenant's obligations under the Lease, and not of collectibility. Guarantor hereby acknowledges that it will benefit from the Lease to Tenant, in that Guarantor is Tenant's parent company. Landlord would not execute the Second Amendment if Guarantor did not execute and deliver to Landlord this Guaranty of Lease. Therefore, in consideration of the execution of the Second Amendment by Landlord and for other valuable consideration, the receipt of which is hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor acknowledges that Landlord is relying upon Guarantor's covenants herein in entering into the Second Amendment with Tenant, and Guarantor undertakes to perform its obligations hereunder promptly and in good faith.

2. Guarantor hereby unconditionally guarantees and promises on demand:

(a) to pay to Landlord in lawful money of the United States all rents and other sums reserved in the Lease in the amounts, at the times and in the manner set forth in the Lease;

(b) to perform, at the time and in the manner set forth in the Lease, all of the terms, covenants and conditions therein required to be kept, observed, or performed by Tenant; and

(c) to pay all debts, liabilities, and other amounts including, without limitation, all Base Rent, Additional Rent, Rent, and all other rents as defined in the Lease, due or to become due to Landlord under the Lease, liquidated or unliquidated.

3. Guarantor shall pay all of the foregoing amounts and perform all of the foregoing terms, covenants, and conditions notwithstanding that the Lease shall be void or voidable as against Tenant or any of Tenant's creditors, including a trustee in bankruptcy of Tenant, by reason of any fact or circumstance including, without limiting the generality of the foregoing, failure by any person to file any document or to take any other action to make the Lease enforceable in accordance with their terms. Guarantor hereby waives any right it may have to claim that the underlying obligations of Tenant under the Lease are unenforceable.

4. This Guaranty is a continuing one and shall terminate only on the full payment of all rents and all other sums due under the Lease and the performance of all of the terms, covenants, and conditions therein required to be kept, observed, or performed by the Tenant, including such payment and performance under agreements made a part of said Lease after the satisfaction of all obligations under the Lease and all earlier agreements with respect thereto.

5. Guarantor authorizes Landlord, without notice or demand, and without affecting Guarantor's liability hereunder, from time to time to:

(a) change the amount, time, or manner of payment of rent or other sums reserved in the Lease, by written amendment to the Lease;

(b) change any of the terms, covenants, conditions, or provisions of the Lease, by written amendment to the Lease;

(c) amend, modify, change, or supplement the Lease, by written amendment to the Lease;

(d) assign Landlord's interest in the Lease or the rents and other sums payable under the Lease;

(e) consent to Tenant's assignment of the Lease or to the sublease of all, or any portion, of the premises covered by the Lease;

(f) take and hold security for the payment of this Guaranty or the performance of the Lease, and exchange, enforce, waive, and release any such security; and

(g) apply such security and direct the order or manner of sale thereof as Landlord in its discretion may determine.

6. No failure or delay on Landlord's part in exercising any power, right or privilege hereunder shall impair or be construed as a waiver of any such power, right or privilege.

7. Landlord may, without notice, assign this Guaranty in whole or in part in conjunction with an assignment of Landlord's interest in the Lease. Guarantor shall not assign this Guaranty without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion, and no assignment of this Guaranty shall waive or release any obligation of Guarantor hereunder. Notwithstanding the foregoing, without Landlord's consent, (a) Guarantor may assign this Guaranty to an entity which assumes this Guaranty and controls, is under common control with or is controlled by Guarantor, provided that such entity has liquid assets and a tangible net worth (not including goodwill as an asset) of at least substantially the same value as the liquid assets and net worth of Guarantor as of the date of this Guaranty, as evidenced by audited financial statements provided to Landlord; and (b) this Guaranty shall be automatically assigned to and assumed by any entity (i) that acquires all or substantially all of Guarantor's assets or (ii) into which or with which Guarantor is merged or consolidated. For purposes of the foregoing sentence, the word "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity. No assignment of this Guaranty shall waive or release any obligation of Guarantor hereunder, unless the Guaranty is assigned and assumed pursuant to Subparagraphs 7(a) or (b) immediately above. No assignment by Guarantor under Subparagraph 7(a) above shall be effective until Landlord has received an assumption document executed by the assignee, in a form reasonably acceptable to Landlord and its counsel, together with the required audited financial statements. In the event of any permitted assignment of Guarantor's interest hereunder, Guarantor shall within ten (10) days of such assignment give notice to Landlord of Guarantor's agent for service of process in the United States.

8. If Tenant does not pay any sum when due under the Lease or perform any other obligation Tenant is obligated to perform pursuant to the terms of the Lease, upon the expiration of the applicable cure period, if any, Landlord, in its sole discretion, may proceed directly against Guarantor under this Guaranty without first proceeding against Tenant or exhausting any of its rights or remedies against Tenant. Guarantor waives and relinquishes all rights and remedies accorded by applicable law to guarantors and agrees not to assert or take advantage of any such rights or remedies including, but not limited to, any right to require Landlord to:

(a) proceed against Tenant or any person;

(b) proceed against or exhaust any security held from Tenant or pursue any other remedy in Landlord's power before proceeding against Guarantor;

(c) notify Guarantor of any default by Tenant in the payment of any rent or other sums reserved in the Lease or in the performance of any term, covenant, or condition therein required to be kept, observed, or performed by Tenant.

9. Guarantor waives:

(a) any defense arising by reason of any disability or other defense of Tenant or by reason of the cessation from any cause whatsoever of the liability of Tenant, excepting only a termination of Tenant's obligations under the Lease with Landlord's prior written consent;

(b) [intentionally deleted];

(c) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of Landlord to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons;

(d) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal;

(e) provided that the terms of Article 15 below are complied with, any defense based on improper venue or jurisdiction;

(f) any right to plead that it is the alter ego of Tenant as a defense to its liability hereunder or the enforcement of this Guaranty;

(g) any duty on the part of Landlord to disclose to Guarantor any facts Landlord may now or hereafter know about Tenant, regardless of whether Landlord has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, it being understood and agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of Tenant and of all circumstances bearing on the risk of non-payment or non-performance of any obligations hereby guaranteed; and

(h) any defense arising because of Landlord's election, in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code.

Without limiting the generality of the foregoing or any other provisions hereof, Guarantor expressly waives any and all benefits which might otherwise be available to Guarantor under California Civil Code Sections 2809, 2810, 2819, 2839, 2845, 2847, 2848, 2849, 2850, 2899 and 3433. Until the payment of all rents and all other sums due under the Lease and the performance of all of the terms, covenants, and conditions therein required to be kept, observed or performed by Tenant, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which Landlord now has or may hereafter have against Tenant, and waives any benefit of, and any right to participate in any security now or hereafter held by Landlord. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protests, notices of dishonor, and notices of acceptance of this Guaranty.

10. The person(s) executing this Guaranty on behalf of Guarantor represent and warrant to Landlord that they are duly authorized to execute and deliver this Guaranty on Guarantor's behalf, and that this Guaranty is binding upon Guarantor in accordance with its terms.

11. Guarantor hereby represents and warrants to Landlord that Guarantor has had the opportunity to review the matters discussed and contemplated by the Lease, including the remedies Landlord may pursue against Tenant in the event of a default under the Lease, and Tenant's financial condition and ability to perform under the Lease. Guarantor agrees to keep fully informed on all aspects of Tenant's financial condition and the performance of Tenant's obligations to Landlord and acknowledges and agrees that Landlord has no duty to disclose to Guarantor any information pertaining to Tenant.

12. Guarantor shall pay reasonable attorneys' fees and all other reasonable costs and expenses which may be incurred by Landlord in the enforcement of this Guaranty.

13. The obligations of Guarantor under this Guaranty are joint and several and are independent of the obligations of Tenant. A separate action or actions may be brought and prosecuted against Guarantor, whether or not an action is brought against Tenant or whether Tenant is joined in any such action or actions.

14. This Guaranty shall inure to the benefit of Landlord, its successors and assigns, and shall be binding on the heirs, personal representatives, successors and assigns of Guarantor.

15. This Guaranty shall be governed by and interpreted according to the laws of the State of California. As a further inducement to Landlord to make and enter into the Second Amendment and in consideration thereof, with respect to any action brought under or arising out of this Guaranty, Guarantor hereby consents to the jurisdiction and venue of any competent court within the State of California and consents to service of process by any means authorized by California law. Guarantor represents and warrants to Landlord that Guarantor's agent for service of process in the United States is currently Adam Pliska, whose address is 5700 Wilshire Boulevard, Suite 350, Los Angeles, California 90036. In the event of a change of the name and/or address of Guarantor's agent for service of process in the United States, Guarantor shall provide Landlord with prompt notice thereof. Except as provided in any other written agreement now or at any time hereafter in force between Landlord and Guarantor, this Guaranty shall constitute the entire agreement of Guarantor with Landlord with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Landlord unless expressly stated herein.

16. If any provision or portion of this Guaranty is declared or found by a court of competent jurisdiction to be unenforceable or null and void, such provision or portion thereof shall be deemed stricken and severed from this Guaranty, and the remaining provisions and portions thereof shall continue in full force and effect.

17. All notices, statements, reports or other communications required or permitted hereunder (individually, a "Notice") shall be in writing and shall be given to such party at its address set forth below or such address as such party may hereafter specify for the purpose by Notice to the other party listed below. Each Notice shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by overnight courier with courier charges prepaid, twenty-four (24) hours after delivery to said overnight courier, or (c) if given by any other means, upon delivery when delivered at the address specified below.

If to Landlord:

RREEF America REIT II Corp. BBBB
5750 Wilshire Boulevard
Los Angeles, California 90036
Attention: Building Manager

with a copy to:

Gilchrist & Rutter Professional Corporation
1299 Ocean Avenue, Suite 900
Santa Monica, CA 90401
Attention: Diane Hvolka

If to Guarantor:

bwin.party digital entertainment plc
711 Europort Avenue
Gibraltar
Attention: Legal Department

with a copy to:

WPT Enterprises

5700 Wilshire Boulevard, Suite 350
Los Angeles, California 90036
Attention: Adam Pliska

18. This Guaranty constitutes the entire and exclusive agreement between Landlord and Guarantor and may be amended, modified or revoked only byan instrument in writing signed by both Landlord and Guarantor. Landlord and Guarantor agree that all prior or contemporaneous oral understandings, agreements or negotiations relative to the guaranty are merged into and revoked by this instrument.

19. At Landlord's request (but no more than once per calendar year), Guarantor shall deliver to Landlord a copy, certified by an officer of Guarantor as being a true and correct copy, of Guarantor's most recent audited financial statement, or, if unaudited, certified by Guarantor's chief financiril officer as being true, complete and correct in all material respect&

20, GUARANTOR HEREBY ACKNOWLEDGES THAT GUARAN'FOR HAS BEEN AFFORDED THE OPPORTUNITY TO READ THIS DOCUMENT CAREFULLY AND TO REVIEW IT WITH AN ATTORNEY OF GUARANTOR'S CHOICE BEFORE SIGNING IT. GUARANTOR ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE MEANING AND EFFECT OF THIS DOCUMENT BEFORE SIGNING IT.

IN WITNESS WHEREOF, the undersigned has duly executed this Guaranty as of April 8, 2011.

GUARANTOR:

bwin.party digital entertainment plc

By: /s/ Jim Ryan
Jim Ryan
Chief Executive Officer

Exhibit 10.31

THIRD AMENDMENT TO OFFICE LEASE

This THIRD AMENDMENT TO OFFICE LEASE (this **"Third Amendment")** is made and entered into as of October 2, 2015, by and between WILSHIRE COURTYARD, L.P., a Delaware limited partnership **("Landlord"),** and WPT ENTERPRISES, INC., a Nevada corporation ("Tenant").

R E C I T A L

A. Landlord and Tenant are parties to that certain Office Lease, dated September 24, 2004 ("Office Lease"), as supplemented by that certain Notice of Lease Term Dates, executed by Tenant on May 13, 2005 (the **"Commencement Letter"),** as amended by that certain Amendment to Lease, dated as of March 21, 2006 (the**"First Amendment"),** and that certain Second Amendment to Lease, dated as of January 31, 2011 Office Lease (the**"Second Amendment"),** whereby Landlord leases to Tenant and Tenant leases from Landlord certain space (the **"Premises"),** commonly known as Suite 350, and located on the third (r) floor of that certain building located at 5700 Wilshire Boulevard, Los Angeles, California (the "Building"), The Office Lease, the Commencement Letter, the First Amendment and the Second Amendment shall collectively be referred to herein as the "Lease".

B. Landlord and Tenant desire to extend the term of the Lease, and to otherwise amend the Lease, on the terms and conditions contained herein,

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1 . Capitalized Terms. Except as explicitly set forth in this Third Amendment, each initially capitalized term when used herein shall have the same respective meaning as is set forth in the Lease.

2. Premises.

2 . 1 "As-Is" Condition. Tenant hereby acknowledges and agrees that (I) Tenant currently occupies the Premises pursuant to the terms of the Lease, and (II) during the Renewal Term (defined in Section 3 below), except as otherwise set forth in Section 7, below, Tenant shall continue to accept the Premises in its currently existing, "as is" condition, and Landlord shall not be obligated to provide or pay for any Improvement work or services related to the improvement of the Premises. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises or the Building or with respect to the suitability of any of the same for the conduct of Tenant's business. For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist (CASp).

2 . 2 Rentable Square Footage of Premises and Building. Landlord and Tenant hereby acknowledge and agree that, effective as of the Renewal Term Commencement Date (defined in Section 3, below), the "Premises" shall be deemed to consist of 8,519 rentable square feet (remeasured from 8,422 rentable square feet as set forth in the Second Amendment) and the Building shall be deemed to consist of 542,015 rentable square feet, which rentable square footages shall not be subject to re-measurement or modification.

3 . Renewal Term. Landlord and Tenant acknowledge and agree that the Lease Term is scheduled to expire on January 31, 2016 (the**"Scheduled Expiration Date"),** Notwithstanding the foregoing or any provision to the contrary contained In the Lease, the Scheduled Expiration Date Is hereby extended to January 31, 2021 (the **"Renewal Term Expiration** Date"). The period commencing on February 1, 2016 (the "Renewal Term Commencement Date") and expiring (unless sooner terminated as provided In the Lease, as amended) on the Renewal Term Expiration Date shall be referred to herein as the "Renewal Term".

4. Base Rent.

4.1 In General. Prior to the Renewal Term Commencement Date, Tenant shall continue to pay to Landlord monthly installments of Base Rent for the Premises in accordance with the terms and conditions of the Lease. Notwithstanding any provision contained In the Lease to the contrary, commencing on the Renewal Term Commencement Date and continuing throughout the Renewal Term, Tenant shall pay to Landlord monthly Installments of Base Rent for the Premises in the amounts set forth In the schedule below, but otherwise in accordance with the terms and conditions of the Lease.

| Period During Renewal Term | Base Rent Per Annum | Base Rent Per Month | Approximate Monthly Base Rent Per Rentable Square Foot* |
|---|---|---|---|
| February 1, 2016 January 31, 2017 | $393,577.80 | $32,796.15 | $3,85 |
| February 1, 2017 - January 31, 2018 | $405,385.13 | $33,782.09 | $3.97 |
| February 1, 2018 - January 31, 2019 | $417,546.66 | $34,795.56 | $4.08 |
| February 1, 2020 - January 31, 2020 | $430,073.08 | $35,839.42 | $4.21 |
| February 1, 2019 - January 31, 2021 | $442,975.27 | $36,914,61 | $4.33 |

"The calculations of the monthly Base Rent per rentable square foot set forth above are approximate calculations based on a three percent (3.0%) Increase per annum.

4.2 Abatement of Base Rent. Notwithstanding any provision to the contrary set forth herein, Tenant shall be entitled to an abatement of Base Rent otherwise due for the Premises during the first five (5) full calendar months of the Renewal Term (i.e., February 2016 through June 2016). The period during which Tenant Is entitled to an abatement of Base Rent pursuant to the terms of this Section 4.2 shall be referred to herein as the "Base Rent Abatement Period", The Base Rent abated under this Section 4,2 shall be referred to herein as the "Abatement Amount." Landlord and Tenant acknowledge that Tenant's right (the "Base Rent Abatement Right") to receive Base Rent abatement, as set forth above, during the Base Rent Abatement Period has been granted to Tenant as additional consideration for Tenant's agreement to enter Into this Third Amendment and comply with the terms and conditions otherwise required under the Lease, as amended. If Tenant shall be In monetary or material non-monetary default under the Lease, as amended, beyond any applicable notice and cure period, and shall fall to cure such default within the lime, if any, provided for cure pursuant to the Lease, as amended, or if the Lease Is terminated for any reason other than In connection with a Landlord default, casualty or condemnation, then, In addition to any other remedies Landlord may have under the Lease, as amended, Landlord, may elect to have the entire unexpired portion of the Base Rent Abatement Period as of such default be moved to the end of the Renewal Term, and Tenant shall immediately be obligated to pay Base Rent at the full amounts of the monthly installments therefor set forth In Section 41,, above. The Base Rent Abatement Right set forth In this Section 4.2 shall be personal to the originally named Tenant under this Third Amendment (the "Original Tenant") and a Permitted Assignee (defined below) and shall not inure to the benefit of any other assignee, sublessee or other transferee of the Original Tenant's interest In the Lease, as amended. A "Permitted Assignee" shall mean a person or entity to whom the Lease Is assigned pursuant to the terms of the Lease.

5. Direct Expenses.

5.1 In General. Notwithstanding any provision to the contrary contained in the Lease, with respect to the period of the Lease Term occurring from and after the Renewal Term Commencement Date, Tenant shall pay to Landlord Tenant's Share of Direct Expenses that arise or accrue during such period in accordance with the terms of the Lease, provided, however, that effective as of the Renewal Term Commencement Date, (I) Tenant's Share shall be deemed to equal 1,572%, (II) the Base Year shall be the calendar year 2016, and (III) Tenant shall have no obligation to pay to Landlord Tenant's Share of Direct Expenses attributable to the Premises during the initial twelve (12) months of the Renewal Term, Additionally, effective as of the date hereof, the second sentence of the last paragraph of Section 4.2(d) of the Office Lease shall be deleted and shall be replaced with the following; "If the Project is not at least ninety-five percent (95%) occupied during all or a portion of the Base Year or any Expense Year, Landlord shall make an appropriate adjustment to the components of Operating Expenses that vary based upon the occupancy of the Project for such year to determine the amount of Operating Expenses that would have been Incurred had the Project been ninety-five percent (95%) occupied; and the amount so determined shall be deemed to have been the amount of Operating Expenses for such year, provided that a comparable adjustment shall have been made, or if not made, shall also be made to the Base Year Operating Expenses."

5.2 Proposition 8. In the event that Landlord receives a refund of Taxes for any Expense Year as result of a reassessment of the Project under Proposition 8 (adopted by the voters of the State of California in the November 1978 election), Landlord shall credit against subsequent payments of Taxes due hereunder, an amount equal to Tenant's Share of any such refund, net of any expenses Incurred by Landlord in achieving such refund. A reassessment of the Project under Proposition 8 during any Expense Year shall not lower Base Taxes. However, if Base Taxes are reduced as result of a reassessment of the Project under Proposition 8, then the Base Taxes shall be correspondingly revised based on such reduction, the Additional Rent previously paid or payable on account of Tenant's payment of Tenant's Share of Tax Expenses hereunder for all Expense Years shall be recomputed on the basis of such reduction, and Tenant shall pay to Landlord within thirty (30) days after being billed therefor, any deficiency between the amount of such Additional Rent previously computed and paid by Tenant to Landlord, and the amount due as a result of such recomputations.

6 . Renewal Term. Tenant shall continue to have the right to extend the Lease Term pursuant to Tenant's Renewal Option set forth in Section 2.2 of the Office Lease, as amended by Section 3.2 of the Second Amendment provided, however, that the following shall apply; (I) all references to the term "Extension Term" set forth in Section 2.2 of the Office Lease, as amended by Section 3.2 of the Second Amendment, shall be deemed to refer to the Renewal Term, (ii) Tenant shall deliver the Renewal Notice to Landlord no earlier than November 1, 2019 and no later than May 1, 2020, (III) In calculating the rent for the Renewal Term, no consideration shall be given to any period of rental abatement, if any, granted to tenants in Comparable Transactions in connection with the design, permitting and construction of tenant Improvements In comparable spaces, (iv) in determining the Market Rent, Comparable Transactions In the Project shall be taken into consideration first, and in the event that there are not a sufficient number of Comparable Transactions in the Project to determine the Market Rent, then the Market Rent shall be determined by taking Into consideration Comparable Transactions In Comparable Buildings, and (v) the definition of "Comparable Buildings" as set forth in Section 2.2(c). of the Office Lease shall be deleted and shall be replaced with the following: "Comparable Buildings shall mean first-class office buildings of comparable age and quality located in the Miracle Mile area of Los Angeles, California".

7. Tenant Improvement Allowance.

7.1 In General. Notwithstanding any provision to the contrary contained herein, effective as of the full execution and delivery of this Third Amendment by Landlord and Tenant, Tenant shall be entitled to a one-time tenant Improvement allowance (the **"Tenant Improvement Allowance")** in an aggregate amount equal to $255,570.00 (i.e. $30.00 per rentable square foot of the Premises), for the costs relating to the construction of Tenant's improvements (the "Improvements") set forth on Exhibit A attached hereto. In addition to the Tenant Improvement Allowance, Landlord shall contribute an amount not to exceed $1,277,85 ("Landlord's Drawing Contribution") toward the cost of the preparing a space plan In connection with the construction of the Improvements, and no portion of the Landlord's Drawing Contribution, If any, remaining after June 30, 2016 shall be available for use by Tenant. In no event shall Landlord be obligated to make disbursements from the Tenant Improvement Allowance for costs which are unrelated to the Improvements or In a total amount which exceeds the Tenant Improvement Allowance, Except as otherwise provided In this Section 7, Tenant shall perform the Improvements at Its sole cost and expense and In accordance with the terms of Articles 8 and 9 of the Office Lease. Landlord hereby pre-approves Wolcott Architecture/Interiors as the architect retained in connection with the performance of the Improvements.

7.2 Unused Tenant Improvement Allowance. Tenant shall have the right, exercisable by written notice to Landlord, to elect to use any unused portion of the Tenant Improvement Allowance, if any, as a credit against future Installments of monthly Base Rent next coming due under the Lease, as amended. In the event that Tenant Improvement Allowance is not fully utilized by Tenant under this Section 7 (whether for Improvements or as a credit against Base Rent) on or before January 31, 2017, then such unused amounts shall be converted as a credit against future installments of monthly Base Rent next coming due under the Lease, as amended.

7.3 Disbursements, During the design and construction of the Improvements, Landlord shall make disbursements of the Tenant Improvement Allowance for construction of the Improvements for the benefit of Tenant and shall authorize the release of monies for the benefit of Tenant as follows:

7.3.1 In General. Once during each calendar month after the date hereof (or such other date as Landlord may designate), but in no event more than a total of three (3) limes during the design and/or construction of the Improvements, Tenant shall deliver to Landlord: (I) a request for payment of the contractor (the "Contractor") and/or Tenant's Agents (defined below) retained by Tenant to construct the Improvements, In a form to be provided by Landlord, showing the schedule, by trade, of percentage of completion of the Improvements In the Premises, detailing the portion of the work completed and the portion not completed and, or when appropriate, the work and/or services provided by Tenant's Agents, which shall be certified by Tenant's architect, if applicable, (II) invoices from Tenant's Agents related to the request for payment, for labor rendered and materials delivered to the Premises and/or service performed In the design and engineering of the Improvements, (ill) properly executed mechanic's lien releases (either conditional or unconditional, as appropriate) which shall comply with the appropriate provisions, as reasonably determined by Landlord, of California Civil Code Sections 8120-8138, as applicable, from all of Tenant's Agents, and (iv) all other Information reasonably requested by Landlord. Tenant's request for payment shall be deemed (vis-a-vis Landlord) Tenant's acceptance and approval of the work furnished and/or the materials supplied as set forth In Tenant's payment request. Thereafter, Landlord shall deliver a check to Tenant or Tenant and the Contractor, In payment of the lesser of: (A) the amounts so requested by Tenant less a ten percent ('10%) retention (to the extent that such retention Is not duplicative of the retention amount pursuant to the Contract between the Tenant and the Contractor) (the aggregate amount of such retentions to be known as the "Final Retention"), provided that Landlord does not dispute any request for payment based on non-compliance of any work, or due to any substandard work, or for any other reason, and (B) the balance of any remaining available portion of the Improvement Allowance (not including the Final Retention). Landlord's payment of such amounts shall not be deemed Landlord's approval or acceptance of the work furnished or materials supplied as set forth in Tenant's payment request.

7.3.2 Final Retention, Subject to the provisions of this Section 7, a check for the Final Retention payable to Tenant shall be delivered by Landlord to Tenant following the completion of the Improvements in the Premises, provided that (i) Tenant delivers to Landlord properly executed mechanics lien releases in compliance with both California Civil Code Section 8134 and Section 8138, (ii) Landlord has determined that no substandard work exists which adversely affects the mechanical, electrical, plumbing, heating, ventilating and air conditioning, life-safety or other systems of the Building, the curtain wall of the Building, the structure or exterior appearance of the Building, or any other tenant's use of such other tenant's leased premises in the Building, (iii) if applicable, Tenant's architect delivers to Landlord a certificate, in a form reasonably acceptable to Landlord, certifying that the construction of the Improvements has been completed, and (iv) Tenant delivers to Landlord all Invoices, marked as having been paid, from all general contractors, subcontractors, laborers, materialmen, and suppliers (together with the Contractor collectively, "Tenant's. Agents") used by Tenant for labor rendered and materials delivered to the Premises In connection with the Improvements.

8. Parking.

8.1 In General. Notwithstanding any provision to the contrary set forth In the Lease, effective as of the Renewal Term Commencement Date and continuing through the Renewal Term, and any extension thereof, in lieu of the parking passes that Tenant Is obligated to rent from Landlord pursuant to the terms of the Lease, Tenant shall have the right, but not the obligation, to rent from Landlord up to twenty-seven (27) unreserved parking passes in connection with Tenant's lease of the Premises, In accordance with the terms and provisions of Article 28 of the Lease, as hereby amended. Tenant may Increase or decrease the number and type of parking passes rented by Tenant upon not less than thirty (30) days' notice to Landlord, provided that In no event shall Tenant have the right to rent more than the number and type of parking passes as set forth in this Section 8. Tenant shall have the right to rent additional parking passes from Landlord on a month-to-month basis, subject to availability as determined by Landlord in the parking facilities serving the Building and the building located at 5750 Wilshire Boulevard, Tenant shall pay to Landlord for automobile parking passes (including any additional parking passes rented by Tenant in addition to the twenty-seven (27) parking passes allocated to Tenant hereunder) on a monthly basis the prevailing rate (the "Parking Charge") charged from time to time at the location of such parking passes; provided, however, that, during the Initial two (2) years of the Renewal Term only, Tenant shall be entitled to a ten percent (10%) discount on the Parking Charge applicable to the number of parking passes rented by Tenant, which parking passes are allocated to Tenant pursuant to the terms hereof. As of the date hereof, the current Parking Charge is $169.00 for an unreserved parking pass per month, $304,00 for a reserved parking space located on level P1 per month, and $274.00 for a reserved parking space located on level P2 or P3 per month. In addition to the Parking Charge, Tenant shall be responsible for the full amount of any taxes imposed by any governmental authority In connection with the renting of parking passes by Tenant or the use of the Project parking facility by Tenant, Notwithstanding any provision to the contrary set forth herein, during the Renewal Term only the rates for unreserved parking passes shall not increase by more than three percent (3%) per calendar year, on a cumulative, compounding basis, over the prevailing rates for such unreserved parking passes in effect during the prior calendar year, Tenant may validate visitor parking by such method or methods as the Landlord may establish, at the validation rate from time to time generally applicable to visitor parking, provided that, during the Initial two (2) years of the Renewal Term only, Tenant shall be entitled to a ten percent (10%) discount on the cost of visitor parking validations purchased by Tenant. Except as otherwise set forth in this Section 8, Tenant's right to rent parking passes from Landlord shall be governed by the terms of Article 28 of the Office Lease.

8.2 Other Terms, Effective as of the Renewal Term Commencement Date, the last sentence of Section 28.2 of the Office Lease shall be deleted and shall be of no further force or effect.

9. Deletions, Section 2.3 (Option to Cancel) of the Office Lease, and the last sentence of Section 8.1(a) of the Office Lease are hereby deleted in their entirety and shall be of no further force or effect.

10. Security Deposit. Landlord and Tenant acknowledge that, In accordance with the terms of the Lease, Tenant has previously delivered the sum of $27,554.48 (the "Existing Security Deposit") to Landlord as security for the faithful performance by Tenant of the terms, covenants and conditions of the Lease. Landlord shall continue to hold the Existing Security Deposit during the Renewal Term.

11. Notices, Notwithstanding any provision to the contrary contained In the Lease, all notices required or permitted to be given to Landlord under the Lease, as amended hereby, shall be addressed to Landlord and Tenant, as follows:

If to Landlord:

Wilshire Courtyard, L.P.,
c/o Tishman Speyer Properties, L.P.
5700 Wilshire Boulevard, Suite 365
Los Angeles, California 90036
Attn: Property Manager

With copies to:

Tishman Speyer Properties, L.P.,
45 Rockefeller Plaza
New York, New York 10111
Attn: Chief Legal Officer

and;

Tishman Speyer Properties, L.P.
45 Rockefeller Plaza
New York, New York 10111
Attn: Chief Financial Officer

If to Tenant:

WPT Enterprises, Inc.
5700 Wilshire Boulevard, Suite 350
Los Angeles, California 90036

with a copy to:

WPT Enterprises, Inc.,
1920 Main Street, Suite 1150
Irvine, California 92614
Attn: Legal

and

Ourgame International Holdings Limited
17F, Tower B Fairmont, No. 1 Building
#33 Community Guangshun North Street
Chaoyang District, Beijing
People's Republic of China

12. Limitation on Liability, Notwithstanding any provision to the contrary contained in the Lease, Landlord and Tenant acknowledge and agree that the liability of Landlord for Landlord's obligations under the Lease, as amended, and any other documents executed by Landlord and Tenant in connection with the Lease (collectively, the "Lease Documents") shall be limited to Landlord's Interest In the Project and Tenant shall not look to any other property or assets of Landlord or the property or assets of any direct Or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Landlord (collectively, the "Landlord Parties") in seeking either to enforce Landlord's obligations under the Lease Documents or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the Landlord Parties shall be personally liable for the performance of Landlord's obligations under the Lease Documents, In no event shall Landlord or the Landlord Parties be liable for, and Tenant, on behalf of itself and all other subtenants or occupants of the Premises and their respective agents, contractors, subcontractors, employees, invitees or licensees, hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with the Lease Documents.

13. Tax Status of Beneficial Owner, Tenant recognizes and acknowledges that Landlord and/or certain beneficial owners of Landlord may from time to time qualify as real estate Investment trusts pursuant to Sections 866, et seq. of the Internal Revenue Code and that avoiding (a) the loss of such status, (b) the receipt of any Income derived under any provision of the Lease, as amended, that does not constitute 'rents from real property" (in the case of real estate investment trusts), and (c) the imposition of income, penalty or similar taxes (each an 'Adverse Event') is of material concern to Landlord and such beneficial owners, In the event that the Lease, as amended, or any document contemplated hereby could, In the opinion of counsel to Landlord, result In or cause an Adverse Event, Tenant agrees to cooperate with Landlord In negotiating an amendment or modification thereof and shall at the request of Landlord execute and deliver such documents reasonably required to effect such amendment or modification, Any amendment or modification pursuant to this Section 13 shall be structured so that the economic results to Landlord and Tenant shall be substantially similar to those set forth in the Lease, as amended, without regard to such amendment or modification, and further provided that Tenant is not in a financial position which is worse by virtue of such an amendment or modification. Without limiting any of Landlord's other rights under this Section 13, Landlord may waive the receipt of any amount payable to Landlord hereunder and such waiver shall constitute an amendment or modification of the Lease, as amended, with respect to such payment. Tenant expressly covenants and agrees not to enter into any sublease or assignment which provides for rental or other payment for such use, occupancy, or utilization based in whole or In part on the net income or profits derived by any person from the properly leased, used, occupied, or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and that any such purported sublease or assignment shall be absolutely void and ineffective as a conveyance of any right or Interest in the possession, use, occupancy, or utilization of any part of the Premises.

14. Authority. if Tenant is a corporation, trust, limited liability company or partnership, each individual executing this Third Amendment on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business In California and that Tenant has full right and authority to execute and deliver this Third Amendment and that each person signing on behalf of Tenant is authorized to do so, In such event, Tenant shall, within ten (10) days after execution of this Third Amendment, deliver to Landlord satisfactory evidence of such authority, and, upon demand by Landlord. Tenant shall also deliver to Landlord satisfactory evidence of (I) good standing in Tenant's state of formation and (Ii) qualification to do business in California.

15. Brokers, Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Third Amendment, excepting only Tishman Speyer Properties, L.P. and Savills Studley, Inc. and Jones Lang LaSalle Americas (collectively, the "Brokers"), and that they know of no other real estate broker or agent who is entitled to a commission In connection with this Third Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, Judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than the Brokers. The terms of this Section 15 shall survive the expiration or earlier termination of the Lease, as amended. Landlord shall pay a commission to Savills Studley, Inc. in connection with this Third Amendment pursuant to the terms of a separate written agreement between Landlord and Savills Studley, Inc. Tenant hereby acknowledges and agrees that in no event shall Landlord be obligated to pay a commission to Jones Lang LaSalle Americas In connection with this Third Amendment.

16. Conflict; No Other Modifications. Except as otherwise provided herein, all other terms and provisions of the Lease shall remain in full force and effect, unmodified by this Third Amendment. In the event of any conflict between the Lease and this Third Amendment, this Third Amendment shall prevail,

**[signatures appear on following page]**

IN WITNESS WHEREOF, the parties have entered into this Third Amendment as of the date first set forth above.

"LANDLORD:

WILSHIRE COURTYARD, L.P.
a Delaware limited partnership

By: Wilshire Courtyard GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: /s/ Paul Gallano
Paul Gallano
Its: Senior Managing Director

"TENANT"

WPT ENTERPRISES,INC.,
a Nevada corporation

By: /s/ Adam Pliska
Its: CEO/President

By: /s/ Deborah Frangelb
Its: VP Finance

The undersigned, Guarantor under that certain Guaranty by OURGAME INTERNATIONAL HOLDINGS LIMITED, a company Incorporated in the Cayman Islands with limited liability whose shares are listed on The Stock Exchange of Hong Kong Limited (the "Guaranty") for the benefit of Landlord, hereby (I) acknowledges and consents to the Third Amendment provided above, and (i1) agrees that the terms and conditions of the Guaranty, including Guarantors' promises, covenants and guaranties thereunder, shall continue to apply to the Lease, as amended by this Third Amendment.

'GUARANTOR"

OURGAME INTERNATIONAL HOLDINGS LIMITED,
a company incorporated In the Cayman Islands
with limited liability whose shares are listed on
The Stock Exchange of Hong Kong Limited

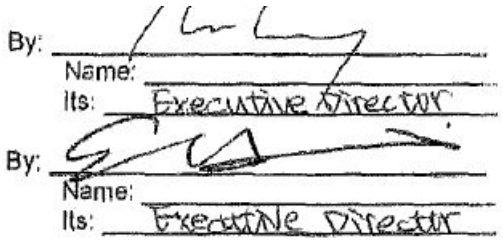

EXHIBIT A

LIST OF IMPROVEMENTS

Tenant shall have the right to use the Tenant Improvement Allowance allocated to Tenant pursuant to the terms of Section 7 of this Third Amendment for the following scheduled Improvements in the Premises (which list of Improvements are subject to change);

1. Repaint (and patch as necessary) the painted areas of the Premises, Tenant to select color with Landlord approval;

2. Shampoo and deep clean the carpeted areas of the Premises;

3. Replace all window blinds existing in the Premises with Building standard window blinds, which as of the date hereof Is Hunter Douglas “roll-up" type shade in charcoal;

4. Replace office lighting with recessed lighting subject to mutual approval;

6. Balance the HVAC system serving the Premises to provide consistent temperature throughout the Premises;

6. Install additional phone lines and cable outlets in specific offices located In the Premises; and

7. Install a security camera at the front entrance of the Premises, subject to the terms of Section 7 of this Third Amendment.

Exhibit 10.32

# OFFICE LEASE

This Office Lease (the "**Lease**"), dated as of the date set forth in Section 1 of the Summary of Basic Lease Information (the "**Summary**"), below, is made by and between QUINTANA OFFICE PROPERTY LLC, a Delaware limited liability company ("**Landlord**"), and ALLIED ESPORTS MEDIA, INC., a Delaware corporation ("**Tenant**").

## SUMMARY OF BASIC LEASE INFORMATION

| | TERMS OF LEASE | | DESCRIPTION |
|---|---|---|---|
| 1. | Date: | | March _____, 2019 |
| 2. | Premises | | |
| | 2.1 | Building: | That certain 5 story office building containing approximately 166,442 rentable square feet of space commonly known as 17877 Von Karman Avenue, Irvine, California, as depicted on **Exhibit A-1** to this Lease. |
| | 2.2 | Premises: | Approximately 24,579 rentable (20,437 usable) square feet of space located on the third (3rd) floor of the Building and commonly known as Suite 300, as depicted on **Exhibit A** to this Lease. |
| 3. | Lease Term (Article 2). | | |
| | 3.1 | Length of Term: | Approximately one hundred sixty-seven (167) months. |
| | 3.2 | Lease Commencement Date: | As provided in Section 7(b) of the Tenant Work Letter attached hereto as **Exhibit B**. |
| | 3.3 | Lease Expiration Date: | The last day of the one hundred sixty-seventh (167th) full calendar month following the Lease Commencement Date. |

4. Base Rent (Article 3):

4.1 Amount Due:

| Months | Approx. Monthly Base Rent Rate per Rentable Square Foot | **Monthly Installment of Base Rent | ***Monthly Installment of Base Rent assuming the entire Additional Allowance is utilized pursuant to Section 5(a) of the Tenant Work Letter |
|---|---|---|---|
| *1 – 12 | $2.65 | $65,134.35 | $72,056.08 |
| 13 – 24 | $2.73 | $67,088.38 | $74,010.11 |
| 25 – 36 | $2.81 | $69,101.03 | $76,022.76 |
| 37 – 48 | $2.90 | $71,174.06 | $78,095.79 |
| 49 – 60 | $2.98 | $73,309.28 | $80,231.01 |
| 61 – 72 | $3.07 | $75,508.56 | $82,430.29 |
| 73 – 84 | $3.16 | $77,773.82 | $84,695.55 |
| 85 – 96 | $3.26 | $80,107.03 | $87,028.76 |
| 97 – 108 | $3.36 | $82,510.24 | $89,431.97 |
| 109 – 120 | $3.46 | $84,985.55 | $91,907.28 |
| 121 – 132 | $3.56 | $87,535.11 | $94,456.84 |
| 133 – 144 | $3.67 | $90,161.17 | $97,082.90 |
| 145 – 156 | $3.78 | $92,866.00 | $99,787.73 |
| 157 – 167 | $3.89 | $95,651.98 | $102,573.71 |

* Including any partial month at the beginning of the initial Lease Term.

**Tenant's obligation to pay $65,134.35 of Base Rent shall be conditionally abated during the second (2nd) through the twelfth (12th) full calendar months of the initial Lease Term (the "**Base Rent Abatement Period**"), as set forth in Article 3 below.

***The referenced monthly installments of Base Rent are based upon Tenant electing to utilize the entire Additional Allowance pursuant to Section 5(a) of the Tenant Work Letter. If Tenant utilizes less than the entire Additional Allowance, Landlord and Tenant shall enter into an amendment to this Lease memorializing the portion of the Additional Allowance utilized by Tenant and the updated Base Rent schedule resulting therefrom.

| | | |
|---|---|---|
| | 4.2 Rent Payment Address: | If by wire (preferred):<br>Wells Fargo Bank, N.A.<br>San Francisco, CA<br>ABA #: 121 000 248<br>Account #: 4646715474<br>Account Name: QUINTANA OFFICE PROPERTY LLC (DACA) FBO NEW YORK LIFE INSURANCE COMPANY<br><br>If by check:<br>Quintana Office Property LLC<br>c/o Hines, P.O. Box 845394<br>Los Angeles, CA 90084-5394<br><br>If by overnight courier:<br>Lockbox Services 845394<br>Attn: Hines<br>3440 Flair Drive<br>El Monte, CA 91731<br><br>Payments shall be made by wire or ACH to the extent practical. |
| 5. | Tenant's Share (Article 4): | 14.7673% (based on 24,579 rentable square feet in the Premises and 166,442 rentable square feet in the Building). |
| 6. | Permitted Use (Article 5): | General office, production, post-production and editing use, and any other use consistent with operations as a gaming and media company, consistent with a first-class office building in the John Wayne/Orange County airport submarket, and to the extent permitted by Laws and the Development CC&R's. |
| 7. | Security Deposit (Article 21): | Initially $79,500.00, but subject to increase to $195,403.05 pursuant to the terms of Article 21 of this Lease when and if Tenant fails to timely exercise the Reduction Option pursuant to Section 1.5 of this Lease. |
| 8. | Parking Pass Ratio (Article 28): | Four (4) unreserved parking passes for every 1,000 rentable square feet of the Premises, which equals ninety-eight (98) unreserved parking passes based upon 24,579 rentable square feet ("**Tenant's Allocation**"). Subject to availability, Tenant shall be entitled to convert up to five (5) unreserved parking passes from Tenant's Allocation into reserved parking passes for parking spaces located in the Project's parking structure (i.e., subterranean or non-subterranean). Tenant's rights to all such parking passes are subject to the terms of Article 28 of this Lease. |

| | | |
|---|---|---|
| 9. | Address of Tenant<br>(Section 29.18): | Allied Esports Media, Inc.<br>1920 Main Street, Ste. 1150<br>Irvine, California 92614<br>Attention: President<br><br>(Prior to Lease Commencement Date) |
| | and | Allied Esports Media, Inc.<br>17877 Von Karman Avenue, Suite 300<br>Irvine, California 92614<br>Attention: President<br>(After Lease Commencement Date) |
| 10. | Address of Landlord<br>(Section 29.18): | QUINTANA OFFICE PROPERTY LLC<br>c/o Hines<br>4000 MacArthur Avenue, Suite 110<br>Newport Beach, CA 92660<br>Attention: Property Manager |
| | and | Allen Matkins Leck Gamble Mallory & Natsis LLP<br>1900 Main Street, 5th Floor<br>Irvine, California 92614<br>Attention: Brad H. Nielsen, Esq. |
| 11. | Broker(s)<br>(Section 29.24): | Jones Lang LaSalle Americas, Inc. (for Landlord)<br>Savills Studley, Inc. and Jones Lang LaSalle Americas, Inc. (collectively for Tenant) |
| 12. | Tenant Improvement Allowance<br>(Section 2 of **Exhibit B**): | Up to $2,212,110.00 (based on up to $90.00 per rentable square foot of the Premises) (the "**Tenant Improvement Allowance**"). In addition to the Tenant Improvement Allowance, Landlord shall provide a space planning allowance of up to $3,686.85 (based on up to $0.15 per rentable square foot of the Premises) which shall be used towards payment of the cost of preparing the preliminary space plans for the Tenant Improvements (the "**Space Planning Allowance**"). |
| 13. | Guarantor<br>(Section 29.34; **Exhibit E**): | Ourgame International Holdings Ltd., a Cayman Islands corporation (subject to change pursuant to the terms of Section 29.34 below) |

**ARTICLE 1**

**PREMISES, BUILDING, PROJECT, AND COMMON AREAS**

1.1 **Premises, Building, Project and Common Areas**

1.1.1 **The Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises set forth in Section 2.2 of the Summary (the "**Premises**"). The parties hereto agree that the lease of the Premises is upon and subject to the terms, covenants and conditions herein set forth, and each party covenants as a material part of the consideration for this Lease to keep and perform each and all of such terms, covenants and conditions by it to be kept and performed. The parties hereto hereby acknowledge that the purpose of **Exhibit A** is to show the approximate location of the Premises in the "Building," as that term is defined in Section 1.1.2, below, only, and such Exhibit is not meant to constitute an agreement, representation or warranty as to the construction of the Premises, the precise area thereof or the specific location of the "Common Areas," as that term is defined in Section 1.1.3, below, or the elements thereof or of the accessways to the Premises or the "Project", as that term is defined in Section 1.1.2, below.

1.1.2 **The Building and The Project.** The Premises will be a part of the building set forth in Section 2.1 of the Summary (the "**Building**"). The term "**Project**," as used in this Lease, shall mean (i) the Building, the buildings located at 17875 Von Karman Avenue, 17872 Gillette Avenue, 17838 Gillette Avenue, and the Common Areas (including, without limitation, the parking structure located at 17892 Gillette), (ii) the land (which is improved with landscaping, parking facilities and other improvements) upon which the Building, the other buildings described above, and the Common Areas are located, and (iii) at Landlord's discretion, subject to the conditions set forth in Section 1.1.3, below, any additional real property, areas, land, buildings or other improvements added thereto outside of the Project. The Project is part of a mixed-use development known as "Intersect," and is subject to the "Development CC&R's," as that term is defined in Section 29.33 below.

1.1.3 **Common Areas.** Tenant shall have the non-exclusive right to use in common with other tenants in the Project, and subject to the rules and regulations referred to in Article 5 of this Lease and the Development CC&R's, those portions of the Project which are provided, from time to time, for use in common by Landlord, Tenant and any other tenants of the Project, including (i) the areas on the ground floor and all other floors of the Project devoted to non-exclusive uses such as corridors, stairways, loading and unloading areas, walkways, driveways, fire vestibules, elevators and elevator foyers, lobbies, electric and telephone closets, restrooms, mechanical areas, janitorial closets and other similar facilities for the general use of and/or benefit of all tenants and invitees of the Project, (ii) those areas of the Project devoted to mechanical and service rooms servicing more than one (1) floor or the Project as a whole and which service the Project tenants as a whole, and (iii) Project atriums and plazas, if any (such areas, together with such other portions of the Project designated by Landlord, in its reasonable discretion, including certain areas designated for the exclusive use of certain tenants, or to be shared by Landlord and certain tenants, including, without limitation, certain project amenities, are collectively referred to herein as the "**Common Areas**"). As of the date of this Lease, Landlord has entered into leases or other agreements to initially provide (or has otherwise agreed to initially provide) the following amenities in the Project: Fitness center, conference center, event lawn, full-service patio restaurant, shipping container (grab and go food and drinks), putting green, urban gardens, basketball court, gaming pavilion, concierge service and bike sharing; provided, however, Landlord reserves the right to change and/or discontinue the full-service patio restaurant and/or shipping container (grab and go food and drinks) amenities during the Lease Term in its sole discretion. Tenant's employees shall have the right to use the fitness center after the execution and delivery of this Lease, subject to such rules and regulations as Landlord generally applies to users of the fitness center who are employees of tenants in the Project. The manner in which the Building, Project and Common Areas are maintained and operated shall be at the commercially reasonable discretion of Landlord and the use thereof shall be subject to such reasonable rules, regulations and restrictions as Landlord may make from time to time (including, without limitation, any rules regulations or restrictions contained in or promulgated under the Development CC&R's); provided, however, that Landlord shall, throughout the Lease Term, maintain and operate the Common Areas in a first-class manner consistent with the Comparable Buildings (as defined in Section 2.2.3, below). Landlord reserves the right to close temporarily, make alterations or additions to, or change the location of elements of the Project and the Common Areas; provided, Landlord shall use its commercially reasonable efforts to advise Tenant in advance of any such alterations, additions or changes and to perform such closures, alterations, additions or changes in a manner which does not materially and adversely affect Tenant's access to or use of the Premises for the Permitted Use. Additionally, subject to availability and Tenant's compliance with the terms of the Development CC&R's, the Rules and Regulations attached hereto as **Exhibit D** and any other then current procedures regarding the same (i.e., event fees, etc.), Tenant shall be entitled to use a portion of the Common Area approved by Landlord for a Landlord approved (such approval not be unreasonably withheld, conditioned or delayed) event one (1) time in any twelve (12) month period. Landlord agrees to waive its portion of any event fee related to such event one (1) time in any twelve (12) month period. If Tenant holds more than one (1) event in any twelve (12) month period, Landlord shall be entitled to charge Tenant its portion of the event fee in connection therewith.

1.2 **Verification of Rentable and Usable Square Feet**. For purposes of this Lease, the term "usable area," "usable square footage" or "usable square feet" means the usable area as determined substantially in accordance with the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1 – 2017 and accompanying guidelines (the "**BOMA Standard**"); and the term "rentable area," "rentable square footage" or "rentable square feet" means the rentable area measured substantially in accordance with the BOMA Standard. The rentable and usable square feet of the Premises, the Building and the Project are subject to verification from time to time by Landlord's space planner/architect/consultant and such verification shall be made in accordance with the provisions of this Section 1.2. Tenant acknowledges that Landlord intends to use "Stevenson Systems" to determine the rentable and usable square footage of the Premises, the Building and/or the Project. In the event Stevenson Systems or such other space planner/architect/consultant determines that the usable and rentable square footage of the Premises, the Building, and/or the Project differ from those set forth in Section 2 of this Summary, all amounts, percentages and figures appearing or referred to in this Lease based upon such incorrect amount (including, without limitation, the amount of "Base Rent" and any "Security Deposit," "Tenant's Share," etc.) shall be modified in accordance with such determination. Tenant's architect may consult with Landlord's space planner/consultant regarding such verification, except to the extent it relates to the rentable square feet of the Building; however, the determination of Landlord's space planner/consultant shall, except as provided below, be conclusive and binding upon the parties. If Tenant disagrees with the square footage of the Premises as determined by Landlord's space measurement consultant and gives Landlord written notice thereof within thirty (30) days after the date Tenant received written notice of such determination, Landlord and Tenant shall, in good faith, attempt to resolve the disagreement. If Landlord and Tenant are unable to resolve the disagreement within ten (10) days following the date Landlord receives Tenant's disagreement notice, then the parties shall promptly appoint a mutually acceptable architect to remeasure the Premises in accordance with the terms of this Lease, and the determination of such architect shall be binding upon Landlord and Tenant. The cost of such architect shall be borne by Tenant unless such architect determines that Landlord's measurement was in error by more than two percent (2%), in which event Landlord shall pay for the cost of such architect.

1.3 **Condition of the Premises**. Landlord warrants that the Building's basic plumbing, mechanical, heating, ventilating, air conditioning and electrical systems (collectively, the "**Operating Systems**") are in good working order commencing on the Lease Commencement Date and continuing for ninety (90) days after the Lease Commencement Date (the "**Warranty Period**"); provided, however, Landlord shall have no liability hereunder for repairs or replacements necessitated by the acts or omissions of Tenant and/or of Tenant's representatives, agents, contractors and/or employees. As Landlord's sole obligation and as Tenant's sole remedy for Landlord's breach of this warranty, Tenant shall have the right to cause Landlord to repair the defective Operating Systems (subject to the limitations set forth herein) at Landlord's sole cost and expense (without inclusion of that cost or expense in Operating Expenses for purposes of this Lease); provided, however, Tenant shall have given Landlord written notice setting forth with specificity the nature and extent of such malfunction within such Warranty Period. If Tenant does not give Landlord the required notice within said Warranty Period, correction of any such malfunction shall be the obligation of the party responsible to maintain such malfunction as provided in this Lease. Except as specifically set forth in this Lease and in the Tenant Work Letter attached hereto as **Exhibit B** (the "**Tenant Work Letter**"), Tenant shall accept the Premises and the Building, including the base, shell, and core of (i) the Premises and (ii) the floor of the Building on which the Premises is located (collectively, the "**Base, Shell, and Core**") in their "AS-IS" condition as of the Lease Commencement Date and Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. Tenant also acknowledges that Landlord has made no representation or warranty regarding the condition of the Premises, the Building or the Project or with respect to the suitability of any of the foregoing for the conduct of Tenant's business, except as specifically set forth in this Lease and the Tenant Work Letter. Subject to the foregoing Warranty Period and any punch list items as provided in the Work Letter, the taking of possession of the Premises by Tenant shall conclusively establish that the Premises and the Building were at such time in good and sanitary order, condition and repair.

1.4 **Right Of First Offer**. During the initial Lease Term, Landlord hereby grants to Tenant an ongoing right of first offer with respect to any available space contiguous to the original Premises and located on the third (3rd) floor of the Building (the "**First Offer Space**"). Notwithstanding the foregoing, such first offer right of Tenant shall commence only following the expiration or earlier termination of the existing leases (including renewals) of the First Offer Space, and such right of first offer shall be subordinate to all rights of tenants under leases of the First Offer Space existing as of the date hereof or subsequently entered into by Landlord in accordance with the terms of this Section 1.4, and all rights of other tenants of the Project, which rights relate to the First Offer Space and which rights are set forth in leases of space in the Project existing as of the date hereof or subsequently entered into by Landlord in accordance with the terms of this Section 1.4, each including any renewal, extension, expansion, first offer, first negotiation and other similar rights, regardless of whether such rights are executed strictly in accordance with their respective terms or pursuant to lease amendments or new leases (all such tenants under existing leases of the First Offer Space and other tenants of the Project, collectively, the "**Superior Right Holders**"). Tenant's right of first offer shall be on the terms and conditions set forth in this Section 1.4.

1.4.1 **Procedure for Offer**. Landlord shall notify Tenant (a "**First Offer Notice**") from time to time when the First Offer Space or any portion thereof becomes available for lease to third parties, provided that no Superior Right Holder wishes to lease such space. Pursuant to such First Offer Notice, Landlord shall offer to lease to Tenant the then available First Offer Space. A First Offer Notice shall describe the space so offered to Tenant and shall set forth the "First Offer Rent," as that term is defined in Section 1.4.3, below, the lease term for such space, and the other economic terms upon which Landlord is willing to lease such space to Tenant. The rentable square footage of the space so offered to Tenant shall be determined in accordance with the terms of Section 1.2 of this Lease.

1.4.2 **Procedure for Acceptance**. If Tenant wishes to exercise Tenant's right of first offer with respect to the space described in a First Offer Notice, then within five (5) business days of delivery of such First Offer Notice to Tenant, Tenant shall deliver written notice to Landlord irrevocably exercising its right of first offer with respect to the entire space described in such First Offer Notice on the terms contained in such notice. If Tenant does not so notify Landlord within the 5-business day period, then Landlord shall be free to lease the space described in such First Offer Notice to anyone to whom Landlord desires on any terms Landlord desires on "Economic Terms," as that term is defined below, no more favorable to such party than the most favorable Economic Terms offered to Tenant by Landlord for such space, provided that the Economic Terms offered by Landlord to such party may be as much as 10% more favorable to such party than the most favorable Economic Terms offered by Landlord to Tenant; provided further, however, if Landlord does not enter into a lease or leases pertaining to the entire First Offer Space identified by Landlord in such notice within twelve (12) months after the date Landlord first delivered such First Offer Notice to Tenant, then Tenant's rights under this Section 1.4 to receive a First Offer Notice shall again apply with respect to the unleased portion of such First Offer Space that is available. If Landlord wishes to offer the First Offer Space on Economic Terms which are more than 10% more favorable to such party than the most favorable Economic Terms offered by Landlord to Tenant, Landlord must first make such an offer to Tenant by written notice (the "**Additional Notice**") setting forth the new Economic Terms, and Tenant shall have three (3) business days from the Tenant's receipt the Additional Notice to accept the terms set forth in the Additional Notice. If Tenant does not timely accept the terms of the Additional Notice, Landlord shall be free to lease such First Offer Space to anyone whom it desires at the Economic Terms set forth in the Additional Notice; provided, however, if Landlord does not enter into a lease or leases pertaining to the entire First Offer Space identified by Landlord in such Additional Notice within twelve (12) months after the date Landlord first delivered such Additional Notice to Tenant, then Tenant's rights under this Section 1.4 to receive a First Offer Notice shall again apply with respect to the unleased portion of such First Offer Space that is available. The term "**Economic Terms**," as used in this Section 1.4, shall refer to the net, aggregated, cost to Tenant or another party, of the effect of the following terms for the First Offer Space: (i) the rental rate, (ii) the amount of the tenant improvement allowance or value of tenant work (which amount is a deduction from Tenant's or the other party's cost), and (iii) the amount of free rent (which amount is a deduction from Tenant's or the other party's cost). Notwithstanding anything to the contrary contained herein, Tenant must elect to exercise its right of first offer, if at all, with respect to all of the space offered by Landlord to Tenant at any particular time, and Tenant may not elect to lease only a portion thereof.

1.4.3 **First Offer Rent**. The annual "Rent," as that term is defined in Section 4.1 of this Lease, payable by Tenant for the First Offer Space (the **First Offer Rent**") shall be equal to the "Fair Rental Value," as that term is defined in Section 2.2.3 of this Lease, for the First Offer Space for the "First Offer Term," as that term is defined in Section 1.4.5 of this Lease.

1.4.4 **Construction In First Offer Space**. Except as otherwise expressly provided in the First Offer Notice or included as part of the Fair Rental Value, Tenant shall accept the First Offer Space in its then existing "as is" condition. The construction of improvements in the First Offer Space shall comply with the terms of Article 8 of this Lease.

1.4.5 **Amendment to Lease**. If Tenant timely exercises Tenant's right to lease First Offer Space as set forth herein, then, within fifteen (15) days thereafter, Landlord and Tenant shall execute a lease amendment (or, at Landlord's option, a separate lease) for such First Offer Space upon the terms and conditions as set forth in the First Offer Notice therefor and this Section 1.4. Tenant shall commence payment of Rent for such First Offer Space, and the term of such First Offer Space (the "**First Offer Term**") shall commence, upon the date of delivery of such First Offer Space to Tenant (the "**First Offer Commencement Date**") and terminate on the date set forth in the First Offer Notice therefor.

1.4.6 **Termination of Right of First Offer**. The rights contained in this Section 1.4 shall be personal to original Tenant executing this Lease (the "**Original Tenant**") and any Non-Transferee Assignee (as that term is defined in Section 14.7 of this Lease), and may only be exercised by Original Tenant or a Non-Transferee Assignee (and not by any other assignee, sublessee or other "Transferee," as that term is defined in Section 14.1 of this Lease, of Tenant's interest in this Lease). Tenant shall not have the right to lease First Offer Space, as provided in this Section 1.4, if, as of the date of the attempted exercise of any right of first offer by Tenant, Tenant is in default under this Lease after the expiration of all applicable notice and cure periods.

1.5 **Reduction Option**. Original Tenant shall have the one-time option (the "**Reduction Option**") of reducing the size of the Premises to be leased by Tenant under this Lease to no less than 10,000 rentable square feet, subject to prior written notice given by Tenant (the "**Reduction Notice**") on or before June 15, 2019 (the "**Reduction Option Period**"). In the event Tenant fails to deliver a Reduction Notice prior to the expiration of the Reduction Option Period, Tenant shall be deemed to have declined to exercise its Reduction Option. Notwithstanding anything in this Lease to the contrary, in no event shall Landlord be required to construct and/or fund any improvements to the Premises or perform any of its obligations under this Lease until the expiration of the Reduction Option Period and/or Tenant's waiver of its Reduction Option. In the event of a reduction pursuant to the Reduction Option, Landlord and Tenant shall enter into an amendment hereto (a) memorializing the reduction of the rentable square footage of the Premises and reducing all other amounts and figures based upon the reduced rentable and usable square footages of the Premises, (b) memorializing the new space plan applicable to the reduced Premises (which space plan is subject to Landlord's review and approval), and (c) assigning this Lease from Original Tenant to WPT Enterprises, Inc.

1.6 **Temporary Space**. Following the date hereof (subject to the full and final execution and delivery of this Lease by Landlord and Tenant, delivery of the Guaranty, the Security Deposit and all prepaid rental required under this Lease, delivery of all initial certificates of insurance required by this Lease (which certificates of insurance shall specifically cover both the Temporary Space during the Temporary Space Term, as hereinafter defined, and the Premises), and ending on the date that is five (5) business days after the Lease Commencement Date (such period being referred to herein as the "**Temporary Space Term**"), Landlord shall allow Tenant to use between approximately 8,000 to 12,000 rentable square feet of space located on the second ($2^{nd}$) floor of the building within the Project located at 17872 Gillette Avenue, Irvine, California, as shown on **Exhibit A-2** of this Lease (the "**Temporary Space**") for the Permitted Use. Subject to the rentable square footage range described above, the approximate size of the Temporary Space shall be determined by Tenant and such determination shall be delivered in writing by Tenant to Landlord. Tenant shall not be entitled to request a change in the approximate size of the Temporary Space once such determination is delivered by Tenant to Landlord. Promptly following receipt of Tenant's determination, Landlord shall configure the Temporary Space to be as close as reasonably possible to the rentable square footage requested by requested by Tenant and deliver to Tenant Landlord's calculation of the rentable square footage located in the Temporary Space. During the Temporary Space Term, the Temporary Space shall be deemed the "Premises" for purposes of Article 10 (Insurance) of this Lease. Such Temporary Space shall be accepted by Tenant in its "as-is" condition and configuration, it being agreed that Landlord shall be under no obligation to perform any work in the Temporary Space or to incur any costs in connection with Tenant's move in, move out or occupancy of the Temporary Space; provided, the Temporary Space shall be ready for Tenant's IT/cabling/ data installation. Tenant acknowledges that it shall be entitled to use and occupy the Temporary Space at its sole cost, expense and risk. Tenant shall not construct any improvements or make any alterations of any type to the Temporary Space without the prior written consent of Landlord. Tenant shall be permitted to install, at Tenant's sole cost and expense, telephone and data cabling in the Temporary Space pursuant to plans and specifications approved by Landlord and otherwise in compliance with the terms of the Lease with respect to Alterations, including Article 8 below. All costs in connection with making the Temporary Space ready for occupancy by Tenant shall be the sole responsibility of Tenant.

1.6.1 The Temporary Space shall be subject to all the terms and conditions of this Lease except as expressly modified herein and except that (i) Tenant shall not be entitled to receive any allowances, abatement or other financial concession in connection with the Temporary Space which was granted with respect to the Premises unless such concessions are expressly provided for herein with respect to the Temporary Space, and (ii) the Temporary Space shall not be subject to any renewal or expansion rights of Tenant under this Lease. The Temporary Space Base Rent shall be $1.00 per rentable square foot of the Temporary Space per month during the Temporary Space Term. However, Tenant shall be required to pay Tenant's Share of Direct Expenses for the Temporary Space during the Temporary Space Term in accordance with the terms of Article 4 of this Lease. For example, Tenant's Share for the Temporary Space shall be deemed to mean 13.4893% if there exists 11,000 rentable square feet in the Temporary Space and 81,546 rentable square feet in the Building.

1.6.2 Tenant shall be entitled to use up to Four (4) unreserved parking passes for every 1,000 rentable square feet of the Temporary Space. Tenant's rights to all such parking passes are subject to the terms of Article 28 of this Lease and Tenant's payment of the Parking Charges (as defined below) therefor; provided, however, so long as Tenant is not in Default (as defined below), Tenant's obligation to pay Parking Charges for such parking passes shall be abated during the Temporary Space Term (such abated Parking Charges are referred to herein as "**Abated Temporary Space Parking Charges**").

1.6.3 Upon termination of the Temporary Space Term, Tenant shall vacate the Temporary Space and deliver the same to Landlord in the same condition that the Temporary Space was delivered to Tenant, ordinary wear and tear excepted, and with any alterations, including cabling and telecommunications wiring performed/installed by or on behalf of Tenant, removed and any damage caused by such removal, repaired. At the expiration or earlier termination of the Temporary Space Term, Tenant shall remove all debris, all items of Tenant's personalty, and any trade fixtures of Tenant from the Temporary Space. Subject to Section 10.5, Tenant shall be fully liable for all damage Tenant or Tenant's agents, employees, contractors, or subcontractors cause to the Temporary Space. Tenant shall have no right to hold over or otherwise occupy the Temporary Space at any time following the expiration or earlier termination of the Temporary Space Term, and in the event of such holdover, Landlord shall immediately be entitled to institute dispossessory proceedings to recover possession of the Temporary Space, without first providing notice thereof to Tenant. In the event of holding over by Tenant after expiration or termination of the Temporary Space Term without the written authorization of Landlord, Tenant shall pay, for such holding over, 150% of the Base Rent and Additional Rent for the Temporary Space for each month or partial month of holdover, plus all consequential damages that Landlord incurs as a result of the Tenant's hold over. During any such holdover, Tenant's occupancy of the Temporary Space shall be deemed that of a tenant at sufferance, and in no event, either during the Temporary Space Term or during any holdover by Tenant, shall Tenant be determined to be a tenant-at-will under applicable law. While Tenant is occupying the Temporary Space, and without limiting Landlord's rights hereunder, Landlord or Landlord's authorized agents shall be entitled to enter the Temporary Space, upon reasonable notice and subject to the same limitations on access as are contained in Article 27, to display the Temporary Space to prospective tenants and prospective and actual lenders.

## ARTICLE 2

## LEASE TERM

2.1 **Lease Term**. The terms and provisions of this Lease shall be effective as of the mutual execution and delivery of this Lease except for the provisions of this Lease relating to the payment of Rent. The term of this Lease (the "**Lease Term**") shall be as determined in accordance with Section 3.1 of the Summary, shall commence on the date determined in accordance with Section 3.2 of the Summary (the "**Lease Commencement Date**"), and shall terminate on the date determined in accordance with Section 3.3 of the Summary (the "**Lease Expiration Date**") unless this Lease is sooner terminated or extended as hereinafter provided. For purposes of this Lease, the term "**Lease Year**" shall mean each consecutive full twelve (12) calendar month period during the Lease Term. This Lease shall not be void, voidable or subject to termination, nor shall Landlord be liable to Tenant for any loss or damage, resulting from Landlord's inability to deliver the Premises to Tenant by any particular date. At any time during the Lease Term (but not more than once during each of the initial Lease Term and any extension thereof), Landlord may deliver to Tenant a notice in the form as set forth in **Exhibit C**, attached hereto, as a confirmation only of the information set forth therein, which Tenant shall execute and return to Landlord within ten (10) business days of receipt thereof; provided, that if such notice is not factually correct, then Tenant shall make such reasonable changes as are necessary to make such notice factually correct and shall thereafter return such notice to Landlord within said ten (10) business day period.

2.2 **Option Term**.

2.2.1 **Option Right**. Landlord hereby grants to the Original Tenant two (2) options to extend the Lease Term for a period of five (5) years each (each, an "**Option Term**" and collectively, the "**Option Terms**"), which shall be exercisable only by written notice delivered by Tenant to Landlord as provided below, provided that as of: (a) the date of delivery of the "Option Exercise Notice" (as defined in Section 2.2.4 below); and (b) the date of delivery of the "Option Rent Notice" (as defined in Section 2.2.4 below), as applicable, this Lease remains in full force and effect, and Tenant is not in Default under this Lease (collectively, the "**Option Conditions**"); provided, Landlord shall give Tenant notice of the failure of the applicable Option Condition no later than ten (10) business days after delivery of the Option Exercise Notice or the Option Rent Notice, as applicable. Landlord may, at Landlord's option, exercised in Landlord's sole and absolute discretion, waive any of the Option Conditions in which case the option, if otherwise properly exercised by Tenant, shall remain in full force and effect and Landlord's failure to give Tenant notice of failure of the applicable Option Condition as provided above shall be deemed Landlord's waiver of the applicable Option Condition. Upon the proper exercise of such option to extend, and provided that Tenant satisfies all of the Option Conditions (except those, if any, which are waived by Landlord in writing or deemed waived by Landlord), the initial Lease Term or the first Option Term, as applicable, as it applies to the entire Premises, shall be extended for a period of five (5) years. The rights contained in this Section 2.2 shall be personal to Original Tenant and may be exercised only by Original Tenant or a Non-Transferee Assignee (as defined in Section 14.7 below). The rights contained in this Section 2.2 are not assignable separate and apart from this Lease, nor may such rights be separated from this Lease in any manner, either by reservation or otherwise.

2.2.2 **Option Rent**. The annual Rent payable by Tenant during each Option Term (the "**Option Rent**") shall be equal to the "Fair Rental Value," as that term is defined in Section 2.2.3, below, for the Premises for such Option Term, subject to the terms of this Section 2.2.2. Notwithstanding the foregoing, to the extent the Option Rent has been determined with reference to leases that use a "base year" or "expense stop" and the same is not otherwise taken into account in the determination of Fair Rental Value under Section 2.2.5, then the Base Rent component of the Option Rent shall be adjusted accordingly such that Tenant shall continue to pay Tenant's Share of Direct Expenses during each Option Term in accordance with Article 4 below.

2.2.3 **Fair Rental Value**. As used in this Lease, "**Fair Rental Value**" shall be equal to the rent (including additional rent and considering any "base year" or "expense stop" applicable thereto, if any) on an annual per rentable square foot basis, including all escalations, at which, as of the commencement of the term of the subject space (i.e., the lease term of the First Offer Space or the Option Term, as the case may be), tenants are leasing non-sublease, non-encumbered, non-equity space which is comparable in size, location and quality to the First Offer Space or the Premises, as the case may be, for a comparable lease term, in an arm's length transaction consummated during the twelve (12) month period prior to the date on which Landlord delivers the First Offer Notice or the "Option Rent Notice," as that term is defined in Section 2.2.4, below, as the case may be, which comparable space is located in the Building, or if there are not a sufficient number of comparable transactions in the Building, then in other comparable first-class, high-rise office buildings in the submarket of John Wayne Airport area, Orange County, California (the "**Comparable Buildings**"), taking into consideration the following concessions (collectively, the "**Concessions**"): (a) rental abatement concessions, if any, being granted such tenants in connection with such comparable space; (b) tenant improvements or allowances provided or to be provided for such comparable space, and taking into account the value of the existing improvements in the subject space, such value to be based upon the age, condition, design, quality of finishes and layout of the improvements and the extent to which the same could be utilized by a general office user; and (c) other reasonable monetary concessions being granted such tenants in connection with such comparable space. Such Concessions, at Landlord's election, either (A) shall be reflected in the effective rental rate payable by Tenant (which effective rental rate shall take into consideration the total dollar value of such Concessions as amortized on a straight-line basis over the applicable term of the comparable transaction), in which case such Concessions evidenced in the effective rental rate shall not be granted to Tenant, or (B) shall be granted to Tenant in kind.

2.2.4 **Exercise of Option**. Each option contained in this Section 2.2 shall be exercised by Tenant, if at all, only in the following manner: (i) Tenant shall deliver written notice to Landlord not more than fifteen (15) months nor less than twelve (12) months prior to the expiration of the initial Lease Term or the first Option Term, as applicable, irrevocably exercising its option for the entire Premises then being leased by Tenant (the "**Option Exercise Notice**"); and (ii) Landlord, after receipt of Tenant's notice, shall deliver notice (the "**Option Rent Notice**") to Tenant on or before the date that is eight (8) months prior to the expiration of the initial Lease Term or the first Option Term, as applicable, setting forth the Option Rent, provided that, within thirty (30) days after receipt of the Option Rent Notice, Tenant may, at its option, object to the Option Rent contained in the Option Rent Notice, in which case the parties shall follow the procedure, and the Option Rent shall be determined, as set forth in Section 2.2.5, below.

2.2.5 **Determination of First Offer Rent or Option Rent**. In the event Tenant timely and appropriately objects to the Option Rent, or if the First Offer Rent is to be determined pursuant to Section 2.2.3 above, Landlord and Tenant shall attempt to agree upon the First Offer Rent or Option Rent, as the case may be, using reasonable, good-faith efforts. If Landlord and Tenant fail to reach agreement within thirty (30) days following Tenant's timely and appropriate objection to the First Offer Rent or Option Rent, as the case may be, (the "**Outside Agreement Date**"), then each party shall make a separate determination of the First Offer Rent or Option Rent, as the case may be, within ten (10) business days after the Outside Agreement Date, and such determinations shall be submitted to arbitration in accordance with Sections 2.2.5.1 through 2.2.5.7, below.

2.2.5.1 Landlord and Tenant shall each appoint one arbitrator who shall by profession be a real estate appraiser who shall have been active over the five (5) year period ending on the date of such appointment in the appraisal of commercial properties in the Orange County Airport/Irvine area. The determination of the arbitrators shall be limited solely to the issue of whether Landlord's or Tenant's submitted First Offer Rent or Option Rent, as the case may be, is the closest to the actual First Offer Rent or Option Rent, respectively, as determined by the arbitrators, taking into account only the requirements of Section 2.2 of this Lease (i.e., the arbitrators may only select Landlord's or Tenant's determination and shall not be entitled to make a compromise determination). Each such arbitrator shall be appointed within fifteen (15) business days after the Outside Agreement Date.

2.2.5.2 The two (2) arbitrators so appointed shall within ten (10) business days of the appointment of the last appointed arbitrator agree upon and appoint a third (3rd) arbitrator who shall be qualified under the same criteria set forth hereinabove for qualification of the initial two (2) arbitrators.

2.2.5.3 The three (3) arbitrators shall within thirty (30) days of the appointment of the third (3rd) arbitrator reach a decision as to whether the parties shall use Landlord's or Tenant's submitted First Offer Rent or Option Rent, as the case may be, and shall notify Landlord and Tenant thereof.

2.2.5.4 The decision of the majority of the three (3) arbitrators shall be binding upon Landlord and Tenant.

2.2.5.5 If either Landlord or Tenant fails to appoint an arbitrator within fifteen (15) business days after the Outside Agreement Date, then the arbitrator appointed by one of them shall reach a decision, notify Landlord and Tenant thereof, and such arbitrator's decision shall be binding upon Landlord and Tenant.

2.2.5.6 If the two (2) arbitrators fail to agree upon and appoint a third (3rd) arbitrator, or both parties fail to appoint an arbitrator, then the appointment of the third (3rd) or any arbitrator shall be dismissed and the matter to be decided shall be forthwith submitted to arbitration under the provisions of the American Arbitration Association, but subject to the instructions set forth in this Section 2.2.5.

2.2.5.7 The cost of the arbitration shall be paid by Landlord and Tenant equally; provided that Tenant shall pay for the cost of its appointed arbitrator, Landlord shall pay for the cost of its appointed arbitrator and Landlord and Tenant shall each pay one-half (1/2) of the other arbitration costs, including the fees of the third arbitrator.

2.3 **Termination Option.** Notwithstanding anything to the contrary contained in this Lease, Tenant will have the one-time option to terminate and cancel this Lease ("**Termination Option**"), effective as of 11:59 p.m. on the last day of the ninety-sixth (96th) full calendar month of the initial Lease Term ("**Termination Date**"), by delivering to Landlord, on or before the date (the "**Termination Notice Date**") which is twelve (12) months prior to the Termination Date, written notice of Tenant's exercise of its Termination Option. As a condition to the effectiveness of Tenant's exercise of its Termination Option and in addition to Tenant's obligation to satisfy all other monetary and non-monetary obligations arising under this Lease through to the Termination Date, Tenant shall pay to Landlord the following "**Termination Consideration**": the then unamortized value (amortized on a straight-line basis over the last 156 months of the initial Lease Term) of (i) the Abated Amount, (ii) the Moving Allowance, (iii) the Tenant Improvement Allowance, the Space Planning Allowance and the cost of any subsequent leasehold improvements made by Landlord at Landlord's expense for the benefit of Tenant, and (iv) any then-unpaid portion of the Amortized Allowance (as defined in the Tenant Work Letter), plus interest on all of said foregoing costs at the rate of 7% per annum. If Tenant has leased additional space pursuant to Section 1.4, any free rent, moving allowances and tenant improvement allowances given and the cost of any subsequent leasehold improvements made by Landlord at Landlord's expense for the benefit of Tenant in connection with the leasing of that additional space, the Termination Consideration shall be calculated taking into account those additional amounts. The Termination Consideration shall be due and payable by Tenant to Landlord concurrently with Tenant's delivery of notice to Landlord of the exercise of the Termination Option. If Tenant properly and timely exercises its Termination Option and properly and timely delivers the Termination Consideration to Landlord as set forth above and satisfies all other monetary and non-monetary obligations under this Lease including, without limitation, the provisions regarding surrender of the Premises, all of which must be accomplished on or before the Termination Date, then this Lease will terminate as of midnight on the Termination Date. Upon determination of the final unamortized value of the cost of the leasing costs, Landlord and Tenant shall enter into an amendment acknowledging the total Termination Consideration. Tenant shall not have the Termination Option, if as of the date of the exercise of the Termination Option by Tenant, Tenant is in Default under this Lease. Within ten (10) business days after Tenant's written request (such date to be referred to herein as the "**Termination Fee Notice Outside Date**"), Landlord shall provide Tenant with a statement of the Termination Consideration, which shall include an outline of the calculation of the Termination Consideration.

2.4 **Early Access**. So long as Landlord has received from Tenant the first month's Base Rent due pursuant to Article 3 below, the Security Deposit, certificates satisfactory to Landlord evidencing the insurance required to be carried by Tenant under this Lease, and so long as the Tenant and its contractors and employees do not materially interfere with the completion of any work to be completed by Landlord under this Lease, including the Tenant Improvements, Landlord shall give Tenant's designated contractors reasonable access to the Premises approximately thirty (30) days prior to the Lease Commencement Date (the "**Early Access Period**") only for purposes of installing Tenant's furniture, fixtures, cabling and telecom equipment ("**Tenant's Work**"). Tenant's Work shall be performed by Tenant at Tenant's sole cost and expense. Tenant's access to the Premises during the Early Access Period shall be subject to all terms and conditions of this Lease; provided, however, Tenant shall not be obligated to pay Base Rent or Tenant's Share of Direct Expenses for the Premises during the Early Access Period until the Lease Commencement Date so long as Tenant does not operate its business from within any portion of the Premises until the Lease Commencement Date. Tenant agrees to provide Landlord with prior notice of any such intended early access and to cooperate with Landlord during the Early Access Period so as not to materially interfere with Landlord in the completion of the Tenant Improvements. Should Landlord determine such early access materially interferes with the Tenant Improvements, at Landlord's option, such delay may be deemed a "Tenant Delay" (as provided in the Tenant Work Letter), and/or Landlord may revoke Tenant's access to the Premises until such access may be given without materially interfering with Landlord in the completion of the Tenant Improvements.

**ARTICLE 3**

**BASE RENT**

Tenant shall pay, without prior notice or demand, to Landlord or Landlord's agent at the address set forth in Section 4.2 of the Summary, or, at Landlord's option, at such other place as Landlord may from time to time designate by delivering written notice to Tenant at Tenant's notice address as set forth herein, by a check or wire transfer for currency which, at the time of payment, is legal tender for private or public debts in the United States of America, base rent ("**Base Rent**") as set forth in Section 4 of the Summary, payable in equal monthly installments as set forth in Section 4 of the Summary in advance on or before the first day of each and every calendar month during the Lease Term, without any setoff or deduction whatsoever. The Base Rent for the first full month of the Lease Term shall be paid at the time of Tenant's execution of this Lease. If any Rent payment date (including the Lease Commencement Date) falls on a day of the month other than the first day of such month or if any payment of Rent is for a period which is shorter than one month, the Rent for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to 1/365 of the applicable annual Rent. It is intended that this Lease be a "triple net lease," and that the Rent to be paid hereunder by Tenant will be received by Landlord without any deduction or offset whatsoever by Tenant, foreseeable or unforeseeable, except as expressly set forth under Section 19.6 and Section 19.7.2 of this Lease. Except as expressly provided to the contrary in this Lease, Landlord shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this Lease or the ownership, construction, maintenance, operation or repair of the Premises or the Project. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis.

Notwithstanding the foregoing, so long as Tenant is not in Default under this Lease, Landlord hereby agrees to abate Tenant's obligation to pay $65,134.35 of Base Rent during the Base Rent Abatement Period (such total amount of abated Base Rent, i.e., $716,477.85 in the aggregate, being hereinafter referred to as the "**Abated Base Rent**") (the Abated Base Rent, Abated Temporary Space Parking Charges and Abated Parking Charges [as defined in Section 28.1 below], are collectively referred to herein as the "**Abated Amount**"). During the Base Rent Abatement Period, Tenant will still be responsible for the payment of all other monetary obligations under this Lease. Tenant acknowledges that any Default under this Lease will cause Landlord to incur costs not contemplated hereunder, the exact amount of such costs being extremely difficult and impracticable to ascertain. Therefore, should Tenant at any time during the Lease Term be in Default under this Lease, then Tenant's right to any remaining Abated Amount shall be suspended until the Default is cured, and in the event that such Default results in a termination of this Lease, then the total unamortized sum of such Abated Amount (amortized on a straight line basis over the last 156 months of the initial Lease Term) so conditionally excused shall become immediately due and payable by Tenant to Landlord. Tenant acknowledges and agrees that nothing in this Article 3 is intended to limit any other remedies available to Landlord at law or in equity under applicable Laws (including, without limitation, the remedies under California Civil Code Section 1951.2 and/or 1951.4 and any successor statutes or similar laws) in the event of a Default under this Lease.

Landlord shall have the option to make a cash payment (the "**Buyout Payment**") to Tenant in the amount of the then remaining Abated Amount due under the immediately preceding paragraph, discounted at the rate of seven percent (7%) per annum from the last day of the applicable abatement period to the first day of the month during which the Buyout Payment is made. Upon Landlord's tender of such Buyout Payment, Tenant shall no longer be entitled to the Abated Amount pursuant to the immediately preceding paragraph. Landlord shall exercise its option to buy out the Abated Amount by delivering at least ten (10) days' prior written notice thereof to Tenant, and shall make the Buyout Payment to Tenant on or about the date set forth in such notice. The amount of Buyout Payment shall be calculated as follows: Landlord, acting reasonably and in good faith, shall estimate the total amount of the remaining Abated Amount, which estimate shall be based on the actual remaining rent to be abated as described above.

**ARTICLE 4**

**ADDITIONAL RENT**

4.1 **General Terms.** In addition to paying the Base Rent specified in Article 3 of this Lease, Tenant shall pay "Tenant's Share" of the annual "Direct Expenses," as those terms are defined in Section 5 of the Summary and Section 4.2.1 of this Lease, respectively. Such payments by Tenant, together with any and all other amounts payable by Tenant to Landlord or Landlord's property manager pursuant to the terms of this Lease, are hereinafter collectively referred to as the "**Additional Rent**", and the Base Rent and the Additional Rent are herein collectively referred to as "**Rent**." All amounts due under this Article 4 as Additional Rent shall be payable for the same periods and in the same manner as the Base Rent. Without limitation on other obligations of Tenant which survive the expiration of the Lease Term, the obligations of Tenant to pay the Additional Rent provided for in this Article 4 and Landlord's obligation to refund to Tenant any overpayment of Additional Rent shall survive the expiration of the Lease Term; provided, in no event shall Tenant be obligated to pay Tenant's Share of Project Expenses attributable to any period prior to the Lease Commencement Date or following the Lease Expiration Date (as such date may be extended).

4.2 **Definitions of Key Terms Relating to Additional Rent.** As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

4.2.1 "**Direct Expenses**" shall mean, collectively, the "Operating Expenses", "Tax Expenses" and "Utility Expenses"

4.2.2 "**Expense Year**" shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires.

4.2.3 "**Operating Expenses**" shall mean all expenses, costs and amounts which Landlord pays or incurs during any Expense Year because of or in connection with the ownership, management, maintenance, security, repair, replacement, restoration or operation of the Project, or any portion thereof (provided, however, Operating Expenses shall not include Tax Expenses and Utility Expenses (as those terms are defined below). Without limiting the generality of the foregoing, Operating Expenses shall specifically include any and all of the following actually paid or incurred by Landlord (subject, however, to the exclusions set forth in this Section 4.2.3 below): (i) the cost of operating, repairing, maintaining, and renovating the utility, telephone, mechanical, sanitary, storm drainage, and elevator systems, and the cost of maintenance and service contracts in connection therewith; (ii) the cost of licenses, certificates, permits and inspections and the cost of contesting any governmental enactments which may affect Operating Expenses, and the costs incurred in connection with a transportation system management program or similar program; (iii) the cost of all insurance carried by Landlord or the property manager of Landlord in connection with the Project in such amounts as Landlord may reasonably determine or as may be required by the Development CC&R's, any mortgagees or the lessor of any underlying or ground lease affecting the Project and/or the Building; (iv) the cost of landscaping, relamping, all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Project, or any portion thereof; (v) costs incurred in connection with the parking areas servicing the Project; (vi) fees and other costs, including management fees, consulting fees, legal fees and accounting fees, of all contractors and consultants in connection with the management, operation, maintenance or security of the Project, and employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits; provided, that if any employees of Landlord or its property manager provide services for more than one project, then a prorated portion of such employees' wages, benefits and taxes shall be included in Operating Expenses based on the portion of their working time devoted to the Project; (vii) payments under any equipment rental agreements and the fair rental value of any management office space and the cost of furnishings in such management office space; (viii) wages, salaries and other compensation and benefits, including taxes levied thereon, of all persons engaged in the operation, maintenance and security of the Project; (ix) costs under any instrument pertaining to the sharing of costs by the Project; (x) operation, repair, maintenance and replacement of all systems and equipment and components thereof of the Building and/or the Project; (xi) the cost of janitorial, alarm, security and other services, replacement of wall and floor coverings, ceiling tiles and fixtures in common areas, maintenance and replacement of curbs and walkways, repair to roofs and re-roofing; (xii) amortization (including interest on the unamortized cost) of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Project, or any portion thereof; (xiii) the cost of capital improvements or other costs incurred in connection with the Project (A) which are intended to effect economies in the operation or maintenance of the Project, or any portion thereof, or (B) that are required under any governmental law or regulation first enacted after the date of this Lease; provided, however, that any capital expenditure shall be amortized with interest on the unamortized cost at the annual rate of 6% over the lesser of its useful life or, if applicable, the period of time in which the savings from such capital expenditure is equal to or greater than the cost of the capital expenditure, as Landlord shall reasonably determine; (xiv) costs, fees, charges or assessments imposed by, or resulting from any mandate imposed on Landlord by, any federal, state or local government for fire and police protection, trash removal, community services, or other services which do not constitute "Tax Expenses" as that term is defined in Section 4.2.5, below; and (xv) payments under any easement, license, operating agreement, declaration, restrictive covenant, or instrument pertaining to the sharing of costs by the Building (collectively, "**CC&R Payments**"), including, without limitation, all assessments levied against Landlord or the Project pursuant to the Development CC&R's (whether or not the same would otherwise be includable in Operating Expenses pursuant to this Section 4.2).

If Landlord is not furnishing any particular work or service (the cost of which, if performed by Landlord, would be included in Operating Expenses) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, Operating Expenses shall be deemed to be increased by an amount equal to the additional Operating Expenses which would reasonably have been incurred during such period by Landlord if it had at its own expense furnished such work or service to such tenant. If the Project is not at least one hundred percent (100%) occupied during all or a portion of any Expense Year, Landlord may elect to make an appropriate and equitable adjustment to the components of Operating Expenses for such year that vary with occupancy to determine the amount of Operating Expenses that would have been incurred had the Project been one hundred percent (100%) occupied; and the amount so determined shall be deemed to have been the amount of Operating Expenses for such year. Landlord shall not (i) make a profit by charging items to Operating Expenses that are otherwise also charged separately to others, and (ii) collect Operating Expenses from Tenant and all other tenants in the Project in an amount in excess of one hundred percent (100%) of what Landlord incurs for the items included in Operating Expenses.

Operating Expenses shall not, however, include (A) to the extent Landlord is reimbursed by insurance proceeds, the costs of repairs or other work occasioned by fire, windstorm or other casualty (other than those amounts within the deductible limits of insurance policies actually carried by Landlord, which amounts shall be includable as Operating Expenses so long as such deductibles are within the generally prevailing range of deductibles to policies carried by landlords of comparable first-class office buildings located in the vicinity of the Building); (B) costs of leasing commissions, attorneys' fees and other costs and expenses incurred in connection with negotiations or disputes with present or prospective tenants or other occupants of the Building; (C) except as otherwise specifically provided in this Section 4.2.3(xiii), costs incurred by Landlord in the repairs, capital additions, alterations or replacements made or incurred to rectify or correct defects in design, materials or workmanship in connection with any portion of the Building; (D) costs (including permit, license and inspection costs) incurred in renovating or otherwise improving, decorating or redecorating usable space for other tenants or vacant usable space; (E) cost of utilities or services sold to Tenant or others for which Landlord is entitled to and actually receives reimbursement (other than through any operating cost reimbursement provision identical or substantially similar to the provisions set forth in this Lease); (F) except as otherwise specifically provided in this Section 4.2.3(xiii), costs incurred by Landlord for alterations to the Building which are considered capital improvements and replacements under sound real estate management principles, consistently applied; (G) costs of depreciation and amortization, except on materials, small tools and supplies purchased by Landlord to enable Landlord to supply services Landlord might otherwise contract for with a third party, where such depreciation and amortization would otherwise have been included in the charge for such third party services, all as determined in accordance with sound real estate management principles, consistently applied; (H) costs of services or other benefits which are not available to Tenant but which are provided to other tenants of the Building; (I) costs incurred due to the violation by Landlord or any other tenant of the terms and conditions of any lease of space in the Building; (J) except as otherwise specifically provided in this Section 4.2.3(xiii), costs of interest on debt or amortization on any mortgages, and rent and other charges, costs and expenses payable under any mortgage or ground lease, if any; (K) costs of any compensation and employee benefits paid to clerks, attendants or other persons in a commercial concession operated by Landlord, except the parking facilities for the Project; (L) costs of rentals and other related expenses incurred in leasing HVAC, elevators or other equipment ordinarily considered to be of a capital nature except equipment which is used in providing janitorial or similar services and which is not affixed to the Building; (M) costs of advertising and promotion; (N) costs of electrical power for which Tenant directly contracts with and pays a local public service company; (O) costs for which the Landlord is reimbursed by any tenant or occupant of the Project or by insurance by its carrier or any tenant's carrier or by anyone else (or would have been reimbursed if Landlord had carried the insurance required to be carried by Landlord under the terms of this Lease); (P) any bad debt loss, rent loss, or reserves for bad debts or rent loss; (Q) costs associated with the operation of the business of the partnership or entity which constitutes the Landlord, as the same are distinguished from the costs of operation of the Project; (R) wages and/or benefits attributable to personnel above the level of portfolio manager (but only to the extent any such personnel above the level of property manager provides property management services to the Project or any portion thereof); (S) property management fees in excess of three percent (3%) of the gross revenues of the Project; (T) except for a Project management fee to the extent allowed pursuant to (S) above, overhead and profit increment paid to the Landlord or to subsidiaries or affiliates of the Landlord for services in the Project to the extent the same exceeds the costs of such services rendered by qualified, first-class unaffiliated third parties on a competitive basis; (U) costs or fees to the extent arising from the gross negligence or willful misconduct of Landlord or its agents, employees, vendors, contractors, or providers of materials or services; (V) any expenses related to the removal, cleaning, abatement or remediation of Hazardous Materials (as defined in Section 5.3 below) in or about the Building or Project (including the Common Areas) existing within the Project on the Lease Commencement Date (unless caused or attributable to Tenant or any of Tenant's Parties (as defined hereinbelow)); (W) any costs or expenses which, if included within Operating Expenses, would constitute "double counting" or a double charge for the same item or category of expense; (X) costs incurred by Landlord to correct any violations of applicable Laws in existence as of the Lease Commencement Date and pertaining to the condition of the Building or Project as of the Lease Commencement Date, but only if such existing conditions of the Building or Project are of such a nature that a federal, state or municipal governmental authority, if it had then had knowledge of the existence of such conditions as of the Lease Commencement Date, would have then required such corrective action; (Y) penalties for any late payment by Landlord (unless attributable to Tenant's late payment hereunder); and (Z) the cost of repairs or replacements to the Project due to casualty which fall within the deductible for earthquake insurance otherwise includable in Operating Expenses under the forgoing provisions of this Section 4.2.3, shall be excluded from Operating Expenses to the extent the sum of such costs of repairs and replacements exceeds Two Dollars ($2.00) per square foot of rentable area of the Building for any calendar year and provided further that if the amount of the deductible exceeds that annual limitation, Landlord may carry over the unrecovered portion of the deductible into subsequent years and recover them from Tenant subject to the annual limitation provided for in this clause (Z).

4.2.4 "**Utility Expenses**" shall mean all actual charges for utilities for the Project including the Common Areas, calculated assuming the Project is ninety-five percent (95%) occupied, including but not limited to water, sewer and electricity, and the costs of heating, ventilating and air conditioning and other utilities (but excluding those charges for which tenants are individually responsible) as well as related fees, assessments and surcharges.

4.2.5 **Taxes**.

4.2.5.1 "**Tax Expenses**" shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, (including, without limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Project, or any portion thereof), which shall be paid or incurred during any Expense Year (without regard to any different fiscal year used by such governmental or municipal authority) because of or in connection with the ownership, leasing and operation of the Project, or any portion thereof.

4.2.5.2 Tax Expenses shall include, without limitation, any assessment, tax, fee, levy or charge in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged by Tenant and Landlord that Proposition 13 was adopted by the voters of the State of California in the June 1978 election ("**Proposition 13**") and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants, and, in further recognition of the decrease in the level and quality of governmental services and amenities as a result of Proposition 13, Tax Expenses shall also include any governmental or private assessments or the Project's contribution towards a governmental or private cost-sharing agreement for the purpose of augmenting or improving the quality of services and amenities normally provided by governmental agencies.

4.2.5.3 Any costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in attempting to protest, reduce or minimize Tax Expenses shall be included in Tax Expenses in the Expense Year such expenses are paid. Refunds of Tax Expenses shall be credited against Tax Expenses and refunded to Tenant regardless of when received, based on the Expense Year to which the refund is applicable, provided that in no event shall the amount to be refunded to Tenant for any such Expense Year exceed the total amount paid by Tenant as Additional Rent under this Article 4 for such Expense Year. If Tax Expenses for any period during the Lease Term or any extension thereof are increased after payment thereof for any reason, including, without limitation, error or reassessment by applicable governmental or municipal authorities, Tenant shall pay Landlord within thirty (30) days after demand Tenant's Share of any such increased Tax Expenses included by Landlord as Tax Expenses pursuant to the terms of this Lease. Notwithstanding anything to the contrary contained in this Section 4.2.4 (except as set forth in Section 4.2.4.1, above), there shall be excluded from Tax Expenses (i) all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income (as opposed to rents, receipts or income attributable to operations at the Project), (ii) any items included as Operating Expenses, and (iii) any items paid by Tenant under Section 4.5 of this Lease. Throughout the Term of this Lease, Landlord will, as part of Tax Expenses, endeavor to obtain reductions in Tax Expenses by seeking reductions in the assessed value of the Property under Proposition 8 in those circumstances in which it is commercially reasonable to do so.

4.3 **Cost Pools**. Landlord shall have the right, from time to time, to equitably allocate some or all of the Direct Expenses for the Building and Project among different portions or occupants of the Building and Project, including retail and office areas (the "**Cost Pools**"), in Landlord's reasonable discretion. The Direct Expenses within each such Cost Pool shall be allocated and charged to the tenants within such Cost Pool in an equitable manner. Additionally, Landlord shall have the right, from time to time, to equitably allocate some or all of the Direct Expenses for the Building and Project among different buildings within the Project, in Landlord's reasonable discretion, in which event Tenant's Share shall be based on the Building's share of such Direct Expenses, as so allocated.

4.4 **Calculation and Payment of Additional Rent.**

4.4.1 **Statement of Actual Direct Expenses and Payment by Tenant.** Landlord shall endeavor to give to Tenant following the end of each Expense Year, a statement (the "**Statement**") which shall state in reasonable detail the Direct Expenses incurred or accrued for such preceding Expense Year. If for any Expense Year ending or commencing within the Lease Term, Tenant's Share of Direct Expenses for such Expense Year exceeds the Estimated Direct Expenses actually paid by Tenant and received by Landlord, then Tenant shall pay to Landlord, in the manner set forth hereinbelow, and as Additional Rent, an amount equal to the excess (the "**Excess**"). Notwithstanding the foregoing, Landlord and Tenant hereby acknowledge and agree that the failure of Landlord to timely furnish the Statement for any Expense Year shall not prejudice Landlord or Tenant from enforcing its rights under this Article 4. Upon receipt of the Statement for each Expense Year commencing or ending during the Lease Term, if an Excess is present, Tenant shall pay, with its next installment of Base Rent due, the full amount of the Excess for such Expense Year. Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Share of Direct Expenses for the Expense Year in which this Lease terminates, if an Excess if present, Tenant shall immediately pay to Landlord such amount following receipt by Tenant of the Statement setting forth the Excess. In the event that a Statement shall indicate that Tenant has paid more as Estimated Direct Expenses than Tenant's Share of Direct Expenses in connection with any Expense Year (an "**Overage**"), Tenant shall receive a credit against the Rent next due under this Lease in the amount of such Overage (or, in the event that this Lease shall have terminated, Tenant shall receive a refund from Landlord in the amount of such Overage). The provisions of this Section 4.4.1 shall survive the expiration or earlier termination of the Lease Term. Notwithstanding the immediately preceding sentence, Tenant shall not be responsible for Tenant's Share of any Direct Expenses attributable to any Expense Year which are first billed to Tenant more than twenty-four (24) months after the end of the Expense Year to which such Direct Expenses relate, except where the failure to provide such billing as to any particular item is beyond Landlord's reasonable control (e.g., tax assessments that are late in arriving from the tax assessor), in which case such 24-month limit shall not be applicable.

4.4.2 **Statement of Estimated Direct Expenses.** In addition, Landlord shall endeavor to give Tenant within sixty (60) days following the commencement of each Expense Year a yearly expense estimate statement (the "**Estimate Statement**") which shall set forth Landlord's estimate (the "Estimate") of what the total amount of Direct Expenses for the then-current Expense Year shall be (the "**Estimated Direct Expenses**"). The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Estimated Direct Expenses under this Article 4, nor shall Landlord be prohibited from revising any Estimate Statement or Estimated Direct Expenses theretofore delivered to the extent necessary (but not more often than two [2] times per Expense Year). Thereafter, Tenant shall pay, within thirty (30) days following Tenant's receipt of such Estimate Statement, a fraction of the Estimated Direct Expenses for the then-current Expense Year (reduced by any amounts already paid pursuant to the last sentence of this Section 4.4.2). Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year, including the month of such payment, and twelve (12) as its denominator. Until a new Estimate Statement is furnished (which Landlord shall have the right to deliver to Tenant at any time, but not more often than two [2] times per Expense Year), Tenant shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12) of the total Estimated Direct Expenses set forth in the previous Estimate Statement delivered by Landlord to Tenant.

4.5 **Taxes and Other Charges for Which Tenant Is Directly Responsible**

4.5.1 Tenant shall be liable for and shall pay before delinquency, taxes levied against Tenant's equipment, furniture, trade fixtures and any other personal property located in or about the Premises. If any such taxes on Tenant's equipment, furniture, fixtures and any other personal property are levied against Landlord or Landlord's property or if the assessed value of Landlord's property is increased by the inclusion therein of a value placed upon such equipment, furniture, fixtures or any other personal property and if Landlord pays the taxes based upon such increased assessment, which Landlord shall have the right to do regardless of the validity thereof but only under proper protest if requested by Tenant, Tenant shall upon demand repay to Landlord the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment, as the case may be.

4.5.2 If the tenant improvements in the Premises, whether installed and/or paid for by Landlord or Tenant and whether or not affixed to the real property so as to become a part thereof, are assessed for real property tax purposes at a valuation higher than the valuation at which tenant improvements conforming to Landlord's "building standard" in other space in the Building are assessed (the "**Building Standard Amount**"), then the Tax Expenses levied against Landlord or the property by reason of such excess assessed valuation shall be deemed to be taxes levied against personal property of Tenant and shall be governed by the provisions of Section 4.5.1, above. To the extent Landlord enforces the terms of Section 4.5.2 against Tenant, Landlord shall not include in Tax Expenses any taxes assessed against other tenant improvements in space within the Building which may be occupied by tenants that are in excess of the Building Standard Amount.

4.5.3 Notwithstanding any contrary provision herein, Tenant shall pay prior to delinquency any (i) rent tax or sales tax, service tax, transfer tax or value added tax, or any other applicable tax on the rent or services herein or otherwise respecting this Lease, (ii) taxes assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Project, including the Project parking facility; or (iii) taxes assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

4.6 **Landlord's Books and Records**. Within two hundred ten (210) days after receipt of a Statement by Tenant, if Tenant disputes the amount of Direct Expenses set forth in the Statement, an independent certified public accountant (which accountant is a member of a nationally or regionally recognized accounting firm and which accountant shall not be compensated on a contingency fee or similar basis related to the result of such audit), designated by Tenant, may, after reasonable notice to Landlord and at reasonable times subject to Landlord's reasonable scheduling requirements, inspect Landlord's records at Landlord's offices; provided that Tenant is not then in Default under this Lease and Tenant has paid all amounts required to be paid under the applicable Statement; and further provided that such inspection must be completed within sixty (60) days after Landlord's records are made available to Tenant. Tenant agrees that any records of Landlord reviewed under this Section 4.6 shall constitute confidential information of Landlord, which Tenant shall not disclose, nor permit to be disclosed by Tenant or Tenant's accountant. If, within thirty (30) days after such inspection, Tenant notifies Landlord in writing that Tenant still disputes such Direct Expenses included in the Statement, then a certification as to the proper amount shall be made, at Tenant's expense, by an independent certified public accountant mutually selected by Landlord and Tenant in their reasonable discretion, which certification shall be final and conclusive; provided, however, if the actual amount of Direct Expenses due for that Expense Year, as determined by such certification, is determined to have been overstated by more than five percent (5%), then Landlord shall pay the costs associated with such certification. Tenant's failure (i) to take exception to any Statement within two hundred ten (210) days after Tenant's receipt of such Statement or (ii) to timely complete its inspection of Landlord's records or (iii) to timely notify Landlord of any remaining dispute after such inspection shall be deemed to be Tenant's approval of such Statement and Tenant, thereafter, waives the right or ability to dispute the amounts set forth in such Statement, which Statement shall be considered final and binding. Notwithstanding anything in this Section 4.6 to the contrary, Tenant may not inspect Landlord's records pursuant to this Section 4.6 more than once during each Expense Year.

4.7 **Tenant's Payment of Certain Tax Expenses (Proposition 13 Protection).** Notwithstanding anything to the contrary contained in this Lease, in the event that, at any time prior to or during the first (1st) Lease Year, any change in ownership of the Building is consummated, and as a result thereof, and to the extent that in connection therewith, the Building is reassessed (the "**Reassessment**") for real estate tax purposes by the appropriate governmental authority pursuant to the terms of Proposition 13, then the terms of this Section 4.7 shall apply to such Reassessment of the Building. For purposes of this Section 4.7, the term "**Lease Year**" shall mean each consecutive twelve (12) month period during the Lease Term.

4.7.1 **The Tax Increase**. For purposes of this Section 4.7, the term "**Tax Increase**" shall mean that portion of the Tax Expenses, as calculated immediately following the Reassessment, which is attributable solely to the Reassessment. Accordingly, the term Tax Increase shall not include any portion of the Tax Expenses, as calculated immediately following the Reassessment, which is attributable (i) to the initial assessment of the value of the Building, the "Base, Shell and Core," as that term is defined in Section 1 of the Tenant Work Letter, of the Building or the tenant improvements located in the Building, (ii) to assessments which were pending immediately prior to the Reassessment which assessments were conducted during, and included in, such Reassessment, or which assessments were otherwise rendered unnecessary following the Reassessment, (iii) to the annual inflationary increase of real estate taxes, but not in excess of two percent (2.0%) per annum, or (iv) to Tax Expenses calculated prior to the Reassessment without including any Proposition 8 reduction.

4.7.2 **Protection**. During the first (1st) Lease Year, Tenant shall not be obligated to pay any portion of the Tax Increase.

4.7.3 **Landlord's Right to Purchase the Proposition 13 Protection Amount Attributable to a Particular Reassessment**. The amount of Tax Expenses which Tenant is not obligated to pay or will not be obligated to pay during the Lease Term in connection with a particular Reassessment pursuant to the terms of this Section 4.7, shall be sometimes referred to hereinafter as a "**Proposition 13 Protection Amount**." If the occurrence of a Reassessment is reasonably foreseeable by Landlord and the Proposition 13 Protection Amount attributable to such Reassessment can be reasonably quantified or estimated for each Lease Year commencing with the Lease Year in which the Reassessment will occur, the terms of this Section 4.7.3 shall apply to each such Reassessment. Upon notice to Tenant, Landlord shall have the right to purchase the Proposition 13 Protection Amount relating to the applicable Reassessment (the "**Applicable Reassessment**"), at any time during the Lease Term, by paying to Tenant an amount equal to the "Proposition 13 Purchase Price," as that term is defined below, provided that the right of any successor of Landlord to exercise its right of repurchase hereunder shall not apply to any Reassessment which results from the event pursuant to which such successor of Landlord became the Landlord under this Lease. As used herein, "**Proposition 13 Purchase Price**" shall mean the present value of the Proposition 13 Protection Amount remaining during the Lease Term, as of the date of payment of the Proposition 13 Purchase Price by Landlord. Such present value shall be calculated (i) by using the portion of the Proposition 13 Protection Amount attributable to each remaining Lease Year (as though the portion of such Proposition 13 Protection Amount benefited Tenant at the end of each Lease Year), as the amounts to be discounted, and (ii) by using discount rates for each amount to be discounted equal to (A) the average rates of yield for United States Treasury Obligations with maturity dates as close as reasonably possible to the end of each Lease Year during which the portions of the Proposition 13 Protection Amount would have benefited Tenant, which rates shall be those in effect as of Landlord's exercise of its right to purchase, as set forth in this Section 4.7.3, plus (B) two percent (2%) per annum. Upon such payment of the Proposition 13 Purchase Price, the provisions of Section 4.7.2 of this Lease shall not apply to any Tax Increase attributable to the Applicable Reassessment. Since Landlord is estimating the Proposition 13 Purchase Price because a Reassessment has not yet occurred, then when such Reassessment occurs, if Landlord has underestimated the Proposition 13 Purchase Price, then upon notice by Landlord to Tenant, Tenant's Rent next due shall be credited with the amount of such underestimation, and if Landlord overestimates the Proposition 13 Purchase Price, then upon notice by Landlord to Tenant, Tenant's Rent next due shall be increased by the amount of the overestimation.

## ARTICLE 5

## USE OF PREMISES

5.1 **Permitted Use.** Tenant shall be entitled to use the Premises solely for the Permitted Use and Tenant shall not use or permit the Premises or the Project to be used for any other purpose or purposes whatsoever without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. The Permitted Use shall include, without limitation, filming, recording and editing of podcasts, webcasts, and other audio and video content and the transmission of that content by means other than a traditional television or radio transmission antenna. Subject to Tenant's compliance with the terms of Article 8 below, the Premises may include a soundproof studio to be used for such purposes.

5.2 **Prohibited Uses.** The uses prohibited under this Lease shall include, without limitation, use of the Premises or a portion thereof for (i) offices of any agency or bureau of the United States or any state or political subdivision thereof; (ii) offices or agencies of any foreign governmental or political subdivision thereof; (iii) offices of any health care professionals or service organization; (iv) schools or other training facilities which are not ancillary to corporate, executive or professional office use; (v) retail or restaurant uses; (vi) traditional communications firms such as radio and/or television stations (provided that this shall not limit the communications uses described in Section 5.1 above), or (vii) an executive suites subleasing business or operation. Tenant shall not allow occupancy density of use of the Premises which is greater than the average density of the other tenants of the Building. Tenant further covenants and agrees that Tenant shall not use, or suffer or permit any person or persons to use, the Premises or any part thereof for any use or purpose contrary to the provisions of the Rules and Regulations set forth in **Exhibit D**, attached hereto, as the same may be amended by Landlord from time to time (subject to the limitations on those amendments contained in **Exhibit D**, attached hereto), or in violation of the laws of the United States of America, the State of California, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Project) including, without limitation, any such laws, ordinances, regulations or requirements relating to hazardous materials or substances, as those terms are defined by applicable laws now or hereafter in effect. Tenant shall not do or permit anything to be done in or about the Premises which will in any way damage the reputation of the Project or obstruct or interfere with the rights of other tenants or occupants of the Building, or injure or annoy them or use or allow the Premises to be used for any improper, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall comply with all recorded covenants, conditions, and restrictions now or hereafter affecting the Project, so long as any such covenants, conditions and restrictions executed after the date of this Lease do not materially and adversely affect Tenant's access to the Premises or use of the Premises for the Permitted Use or materially and unreasonably derogate from the rights of Tenant under this Lease.

Tenant agrees that the Premises shall not be used for the use, growing, producing, processing, storing (short or long term), distributing, transporting, or selling of cannabis, cannabis derivatives, or any cannabis containing substances ("**Cannabis**"), or any office uses related to the same, nor shall Tenant permit, allow or suffer, any of Tenant's officers, employees, agents, servants, licensees, subtenants, concessionaires, contractors and invitees to bring any Cannabis onto the Premises, the Building or any portion of the Project. Without limiting the foregoing, the prohibitions in this paragraph shall apply to all Cannabis, whether such Cannabis is legal for any purpose whatsoever under state or federal law or both.

5.3 **Hazardous Materials; Tenant**. Except for ordinary and general office supplies typically used in the ordinary course of business within office buildings, such as copier toner, liquid paper, glue, ink and common household cleaning materials (some or all of which may constitute "Hazardous Materials" as defined in this Lease), Tenant agrees not to cause or knowingly permit any Hazardous Materials to be brought upon, stored, used, handled, generated, released or disposed of on, in, under or about the Premises, the Building, the Common Areas or any other portion of the Project by Tenant, its agents, employees, subtenants, assignees, licensees, contractors or invitees (collectively, "**Tenant's Parties**"), without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. Upon the expiration or earlier termination of this Lease, Tenant agrees to promptly remove from the Premises, the Building and the Project, at its sole cost and expense, any and all Hazardous Materials, including any equipment or systems containing Hazardous Materials which are installed, brought upon, stored, used, generated or released upon, in, under or about the Premises, the Building and/or the Project or any portion thereof by Tenant or any of Tenant's Parties. To the fullest extent permitted by law, Tenant agrees to promptly indemnify, protect, defend and hold harmless Landlord and Landlord's partners, officers, directors, employees, agents, successors and assigns (collectively, "**Landlord Indemnified Parties**") from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including, without limitation, clean-up, removal, remediation and restoration costs, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees and court costs) which arise or result from the presence of Hazardous Materials on, in, under or about the Premises, the Building or any other portion of the Project and which are caused or permitted by Tenant or any of Tenant's Parties. Tenant agrees to promptly notify Landlord of any release of Hazardous Materials at the Premises, the Building or any other portion of the Project which Tenant becomes aware of during the Lease Term, whether caused by Tenant or any other persons or entities. In the event of any release of Hazardous Materials caused or permitted by Tenant or any of Tenant's Parties, Landlord shall have the right, but not the obligation, to cause Tenant to immediately take all steps Landlord deems necessary or appropriate to remediate such release and prevent any similar future release to the satisfaction of Landlord and Landlord's mortgagee(s). As used in this Lease, the term "**Hazardous Materials**" shall mean and include any hazardous or toxic materials, substances or wastes as now or hereafter designated under any law, statute, ordinance, rule, regulation, order or ruling of any agency of the state in which the Building is located, the United States Government or any local governmental authority, including, without limitation, asbestos, petroleum, petroleum hydrocarbons and petroleum based products, urea formaldehyde foam insulation, polychlorinated biphenyls ("**PCBs**"), and freon and other chlorofluorocarbons. The provisions of this Section 5.3 will survive the expiration or earlier termination of this Lease. Notwithstanding anything contained in this Section 5.3 to the contrary, Tenant shall have no obligation under this Lease arising from or related to Hazardous Materials, to the extent, if any, such Hazardous Materials were (i) located in or about the Premises, the Building, or the Project prior to the Early Access Period, and (ii) neither Tenant nor any of the Tenant Parties cause, contribute to or participate in, as the case may be, the handling, generation, storage, disposal or release of same.

5.4 **Hazardous Materials; Landlord**. Landlord represents and warrants to Tenant that, without independent investigation or inquiry whatsoever, it has no current, actual knowledge of the presence of Hazardous Materials in, on or at the Premises, Building or Project in excess of legally permissible levels as of the date of execution of this Lease. Subject to the limitations set forth in Section 29.13 of this Lease, Landlord agrees to indemnify and hold Tenant harmless from and against any and all liability, claims, damages, losses or causes of action whatsoever (except consequential damages, including, without limitation, lost profits) incurred by Tenant by reason of any unlawful Hazardous Materials on or in the Premises, the Building or the Project prior to Tenant's first entry into the Premises, or thereafter introduced in, on or at the Premises, the Building or the Project by Landlord or any Landlord Indemnified Parties.

**ARTICLE 6**

**SERVICES AND UTILITIES**

6.1 **Standard Tenant Services.** Landlord (or Landlord's property manager) shall provide the following services on all days (unless otherwise stated below) during the Lease Term as part of Direct Expenses.

6.1.1 Subject to limitations imposed by all governmental rules, regulations and guidelines applicable thereto, Landlord shall provide heating and air conditioning ("**HVAC**") when necessary for normal (i.e., as regulated by OSHA) comfort for customary office use in the Premises from 8:00 A.M. to 6:00 P.M. Monday through Friday, and on Saturdays from 9:00 A.M. to 1:00 P.M. (collectively, the " **Building Hours**"), except for the date of observation of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and, at Landlord's discretion, other nationally recognized holidays observed by landlords of Comparable Buildings (collectively, the "**Holidays**"). Notwithstanding the foregoing, (a) Landlord shall not be required to furnish the Building with HVAC during Saturdays, unless requested by Tenant in writing prior to 4:00 P.M. on the immediately preceding business day, and (b) subject to the terms hereof, Tenant's use of HVAC during the period from 9:00 a.m. to 1:00 p.m. on Saturdays shall be free of charge if timely requested.

6.1.2 Landlord shall provide adequate electrical wiring and facilities for normal general office use and electricity at levels consistent with normal general office use, as reasonably determined by Landlord, provided that (i) the demand electrical load of the incidental use equipment does not exceed an average of four and one-half (4.5) watts per usable square foot of the Premises during the Building Hours, calculated on a monthly basis, and the electricity so furnished for incidental use equipment will be at two hundred seventy-seven (277) volts and no electrical circuit for the supply of such incidental use equipment (other than customary office equipment) will require a current capacity exceeding twenty (20) amperes, and (ii) the demand electrical load of Tenant's lighting fixtures does not exceed an average of one and one-half (1.5) watts per usable square foot of the Premises during the Building Hours, calculated on a monthly basis, and the electricity so furnished for Tenant's lighting will be at two hundred seventy-seven (277) volts. Tenant shall bear the cost of replacement of lamps, starters and ballasts for non-Building standard lighting fixtures within the Premises.

6.1.3 Landlord shall provide city water from the regular Building outlets for drinking, lavatory and toilet purposes and for any business office type kitchens in the Premises and the Common Areas.

6.1.4 Landlord shall provide janitorial services five (5) days a week (i.e., Sunday through Thursday) to the Premises and the Common Areas, except on the date of observation of the Holidays, and window washing services in a manner consistent with other Comparable Buildings in the vicinity of the Building.

6.1.5 Landlord shall provide nonexclusive, non-attended automatic passenger elevator service during the Building Hours, except on Holidays, and shall have one elevator available at all other times, except on the Holidays.

6.1.6 Landlord shall provide nonexclusive freight elevator service subject to scheduling by Landlord.

Tenant shall reasonably cooperate fully with Landlord at all times and abide by all reasonable regulations and requirements that Landlord may reasonably prescribe for the proper functioning and protection of the HVAC, electrical, mechanical and plumbing systems.

Notwithstanding the foregoing, upon prior written request by Tenant, cleaning and janitorial services for the Premises, including regular removal of trash and debris, shall be performed and obtained, at Tenant's sole cost and expense, by or through Tenant or Tenant's janitorial contractors. The janitorial contractor and the contract for same must be approved in writing by Landlord in advance.

6.2 **Overstandard Tenant Use.** Tenant shall not, without Landlord's prior written consent, use equipment or lighting which uses electricity in excess of that provided in Section 6.1.2 or which may materially affect the temperature otherwise maintained by the air conditioning system or materially increase the water normally furnished for the Premises by Landlord (or Landlord's property manager) pursuant to the terms of Section 6.1 of this Lease. If such consent is given, Landlord (or Landlord's property manager) shall have the right to install supplementary air conditioning units or other facilities in the Premises, including supplementary or additional metering devices, and the cost thereof, including the cost of installation, operation and maintenance, increased wear and tear on existing equipment and other similar charges, shall be paid by Tenant to Landlord (or Landlord's property manager) upon billing by Landlord (or Landlord's property manager). Subject to the terms hereof, if Tenant uses water, electricity, heat or air conditioning in excess of that supplied by Landlord (or Landlord's property manager) pursuant to Section 6.1 of this Lease, or if Tenant shall install and/or operate in the Premises any equipment which shall have an electrical consumption greater than that of normal general office equipment, Tenant shall pay to Landlord (or Landlord's property manager), within thirty (30) days after billing, the actual cost of such excess consumption, the cost of the installation, operation, and maintenance of equipment which is installed in order to supply such excess consumption, and the cost of the increased wear and tear on existing equipment caused by such excess consumption. Prior to installing any equipment to supply excess consumption as provided above in this Section 6.2, Landlord shall give Tenant thirty (30) days' prior written notice of Landlord's intention to install that equipment. If within ten (10) days after delivery of that notice Tenant provides Landlord with Tenant's written agreement to eliminate such excess consumption and Tenant actually eliminates that excess consumption later than the date Tenant provides that written agreement, Landlord agrees to forbear from installing that equipment so long as that excess consumption does not recur. In the event Landlord (or Landlord's property manager) reasonably believes that Tenant is consuming excess services, Landlord shall first notify Tenant in writing and shall give Tenant the opportunity to reduce the excess consumption. If such consumption is not reduced in a timely fashion in Landlord (or Landlord's property manager's) reasonable judgment, Landlord may, at Tenant's sole cost and expense, install devices to separately meter Tenant's use of such services. If it is determined that Tenant is consuming services in excess of those required to be provided hereunder, Tenant shall pay the cost of such excess consumption directly to Landlord (or Landlord's property manager), within thirty (30) days of billing, at the rates charged by the public utility company furnishing the same. Tenant's use of electricity shall never exceed the capacity (as Landlord is required to provide subject to and in accordance with the terms of Section 6.1.2 above) of the feeders to the Project or the risers or wiring installation, and subject to the terms of Section 29.32, below, Tenant shall not install or use or permit the installation or use of any electronic data processing equipment in the Premises, without the prior written consent of Landlord. If Tenant desires to use heat, ventilation or air conditioning during hours other than those for which Landlord (or Landlord's property manager) is obligated to supply such utilities pursuant to the terms of Section 6.1 of this Lease ("**After Hours HVAC**"), Tenant shall give Landlord such prior notice, if any, as Landlord shall from time to time establish as appropriate, of Tenant's desired use in order to supply such After Hours HVAC, and Landlord (or Landlord's property manager) shall supply such After Hours HVAC to Tenant on an hourly basis and (subject to a four (4) hour minimum for usage not immediately preceding or following Building Hours ) at such hourly cost to Tenant (which shall be treated as Additional Rent) as Landlord shall from time to time establish (the "**After Hours HVAC Rate**"). Landlord and Tenant acknowledge that, as of the date of this Lease, the After Hours HVAC Rate is $75.00 per hour with a four (4)-hour minimum charge for usage not immediately preceding or following Building Hours. Hereafter, the After Hours HVAC Rate shall increase only to the extent Landlord reasonably determines that its actual cost of providing such After-Hours HVAC increases.

6.3 **Interruption of Use.** Tenant agrees that Landlord (or Landlord's property manager) shall not be liable for damages, by abatement of Rent (except as expressly provided in Section 19.7.2 below) or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by breakage, repairs, replacements, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building or Project after reasonable effort to do so, by any riot or other dangerous condition, emergency, accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Furthermore, Landlord (or Landlord's property manager) shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 6. Landlord (or Landlord's property manager) may comply with voluntary controls or guidelines promulgated by any governmental entity relating to the use or conservation of energy, water, gas, light or electricity or the reduction of automobile or other emissions without creating any liability of Landlord (or Landlord's property manager) to Tenant under this Lease, provided that the Premises are not thereby rendered untenantable.

6.4 **Access.** Subject to the terms of this Lease, Tenant shall have access to the Premises 24 hours per day, 7 days per week, 365 days per year.

6.5 **Supplemental Access System.** Subject to Tenant's compliance with the terms of this Section 6.5 and Article 8, and subject to Landlord's prior written approval of the plans and specifications therefor, Tenant shall have the right to install a security or access system ("**Supplemental Access System**") for the Premises only at Tenant's own expense, and with Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), provided that: (a) no structural changes to the Building shall be made; (b) Tenant shall supply Landlord with accessibility for emergency purposes and to the extent required for Landlord to perform its obligations under this Lease; (c) such Supplemental Access System shall not materially interfere with or adversely affect any existing security and/or access system serving the Building as of the date of installation of Tenant's Supplemental Access System; and (d) if any components of Tenant's Supplemental Access System are located outside of the Premises, Landlord's consent may be withheld in its sole and absolute discretion. Notwithstanding the terms of Article 8, Tenant shall not be required to remove the Supplemental Access System from the Premises upon expiration of the Lease Term. Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any claims, damages, judgments, suits, causes of action, losses, liabilities and expenses, including attorneys' fees and court costs arising out of any Supplemental Access System installed and maintained by Tenant at the Premises.

6.6 **Security Service.** As of the date hereof, Landlord provides driving roving guards for the Project during hours and on days reasonably determined by Landlord consistent with the practices of other landlords of Comparable Buildings ("**Security Service**"). Tenant acknowledges and agrees that: (i) Landlord does not provide separate security service for the Building, (ii) security personnel are not stationed at permanent positions within the Building or the Project, (iii) the Security Service does not constitute a covenant, warranty or promise that such services will be provided for the Project at all times, and is subject to change without notice, except as provided below, (iv) Tenant is responsible for conducting itself in a reasonable manner under all circumstances to avoid risk of injury to persons or damage to property, and (v) Tenant is responsible for securing and insuring its own personal property and for obtaining commercial general liability insurance for injury and/or death to persons and damage to property as provided in this Lease. Accordingly, Landlord shall not be liable to Tenant for any loss or damage, including the theft of Tenant's property, arising out of or in connection with the failure of the Security Service and/or any other security services. The Security Service and/or the termination thereof shall not in any way alter the respective rights, obligations or liabilities of Landlord and Tenant under this Lease. If the Security Service is discontinued, then Landlord agrees to continuously maintain security services for the Project materially consistent with the existing Security Service or security services provided to Comparable Buildings, as reasonably determined by Landlord. Subject to the immediately preceding sentence, Landlord shall have the right, at Landlord’s sole discretion, to increase, decrease, eliminate or otherwise modify the amount and/or type of any security services provided to the Project by Landlord. If Landlord elects to provide security to the Building, then Tenant expressly acknowledges that Landlord shall not be deemed to have warranted the efficiency of any security personnel, service, procedures or equipment and Landlord shall not be liable in any manner for the failure of any such security personnel, services, procedures or equipment to prevent or control, or apprehend anyone suspected of personal injury, property damage or any criminal conduct in, on or around the Building. The cost of any security services provided by Landlord for the benefit of the Building and/or the Project shall be included as a part of Operating Expenses.

## ARTICLE 7

## REPAIRS

7.1 **Tenant's Repairs**. Subject to Section 7.2 and Article 24, Tenant shall, at Tenant's own expense, pursuant to the terms of this Lease, including without limitation Article 8 hereof, keep the interior nonstructural portions of the Premises, including all improvements, fixtures and furnishings therein, in good order, repair and condition at all times during the Lease Term, reasonable wear and tear and damage caused by casualty (which shall be governed by the terms of Article 11 below) excepted. In addition, subject to Section 7.2 below, Tenant shall, at Tenant's own expense, but under the supervision and subject to the prior approval of Landlord, and within any reasonable period of time specified by Landlord, pursuant to the terms of this Lease, including without limitation Article 8 hereof, promptly and adequately repair all damage to the Premises and replace or repair all damaged, broken, or worn fixtures and appurtenances, except for damage caused by ordinary wear and tear or beyond the reasonable control of Tenant, and (ii) damage by fire or other casualty (which shall be governed by the terms of Article 11 below); provided however, that, at Landlord's option, or if Tenant fails to make such repairs, Landlord (or Landlord's property manager) may, but need not, make such repairs and replacements, and Tenant shall pay Landlord (or Landlord's property manager) the cost thereof, including a percentage of the cost thereof (to be uniformly established for the Building and/or the Project) sufficient to reimburse Landlord (or Landlord's property manager's) for all overhead, general conditions, fees and other costs or expenses arising from Landlord's (or Landlord's property manager) involvement with such repairs and replacements forthwith upon being billed for same. Landlord may, but shall not be required to, upon reasonable prior notice, enter the Premises at all reasonable times to make such repairs, alterations, improvements or additions to the Premises or to the Project or to any equipment located in the Project as Landlord shall desire or deem necessary or as Landlord may be required to do by governmental or quasi-governmental authority or court order or decree.

7.2 **Landlord's Repairs**. Landlord shall at all times during the Lease Term maintain in good condition and operating order the structural portions of the Building, including, without limitation, the foundation, floor slabs, ceilings, roof, curtain wall, exterior glass and mullions, columns, beams, shafts (including elevator shafts), elevator cabs, stairs (except internal stairways installed in the Premises), escalators, public men's and women's restrooms, Building mechanical, electrical, telephone and janitorial closets, and all Common Areas (collectively, the "**Building Structure**"), and the base Building mechanical, electrical, life safety, plumbing, sprinkler and HVAC systems which were not installed by the Tenant Parties, are not exclusively located in the Premises and do not exclusively service the Premises (collectively, the "**Building Systems**"). Except as specifically set forth in this Lease to the contrary, Tenant shall not be required to repair the Building Structure and/or the Building Systems except to the extent required because of Tenant's use of the Premises for other than normal and customary business office operations. Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932 and Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.

7.3 **Tenant's Self-Help Rights**. Notwithstanding the provisions of Section 7.1, above, if Tenant provides written notice to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance required on any floor of the Building on which the Premises are located, including repairs to the Building Structure and/or Building System located on such floors, which event or circumstance with respect to the Building Structure or Building System materially or adversely affects the conduct of Tenant's business from the Premises, and if Landlord fails to commence corrective action within a reasonable period of time, given the circumstances, after the receipt of such written notice, but in any event not later than thirty (30) days after receipt of such written notice, then Tenant may proceed to take the required action upon delivery of an additional five (5) days' prior written notice to Landlord specifying that Tenant is taking such required action, and if such action was required under the terms of this Lease to be taken by Landlord and was not commenced by Landlord within such five (5) day period and thereafter diligently pursued to completion, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in taking such action; provided, however, in cases of emergency involving imminent threat of serious injury or damage to persons or property within the Premises (collectively, "**Emergency Repairs**"), Landlord shall have only one (1) business day after receipt of such notice or such later period of time as is reasonably necessary to commence such corrective action. In the event Tenant takes such action, Tenant shall use only those contractors used by Landlord in the Building for similar work unless such contractors are unwilling or unable to perform such work, in which event Tenant may utilize the services of any other qualified contractor which normally and regularly performs similar work in Comparable Buildings. Promptly following completion of any work taken by Tenant pursuant to the terms of this Section 7.3, Tenant shall deliver a detailed invoice of the work completed, the materials used and the costs relating thereto. If Landlord does not deliver a detailed written objection to Tenant within thirty (30) days after receipt of an invoice from Tenant, then Tenant shall have the right to deduct the amount set forth in such invoice from Rent payable by Tenant under this Lease, which right shall be Tenant's sole remedy in such instance. If, however, Landlord delivers to Tenant, within thirty (30) days after receipt of Tenant's invoice, a written objection to the payment of such invoice, setting forth with reasonable particularity Landlord's reasons for its claim that such action did not have to be taken by Landlord pursuant to the terms of this Lease or that the charges are excessive (in which case Landlord shall pay the amount it contends would not have been excessive), then Tenant shall not then be entitled to such deduction from Rent, but rather, as Tenant's sole remedy, Tenant may proceed to institute arbitration pursuant to Section 7.4 below to determine and collect the amount, if any, of such reimbursement. In the event Tenant prevails in such arbitration and receives a monetary arbitration award against Landlord, then Landlord shall pay such arbitration award to Tenant within thirty (30) days of date such arbitration award is issued. If such arbitration award is not so paid, then, notwithstanding any contrary provision of this Lease, Tenant shall be entitled to offset against the Rent payable under this Lease the amount of such monetary arbitration award together with interest which shall have accrued on such monetary arbitration award during the period from and after the day after the date such monetary arbitration award was issued through and including the date that Tenant offsets against the Rent the amount of such monetary arbitration award, at the Interest Rate (provided any such offset shall not exceed 75% of the Base Rent due under this Lease in any calendar month).

7.4 **Certain Arbitration**. In the event that under Section 7.3 or 19.6, Landlord and Tenant are to arbitrate a dispute, such dispute shall be resolved by expedited binding arbitration before a retired judge in the State of California under the auspices of JAMS (or any successor to such organization, or if there is no such successor, then to a comparable organization mutually agreed upon by Landlord and Tenant) in Costa Mesa, California, according to the then rules of commercial arbitration of such organization. JAMS shall be instructed to complete the arbitration within thirty (30) days.

## ARTICLE 8

## ADDITIONS AND ALTERATIONS

8.1 **Landlord's Consent to Alterations.** Tenant may not make any improvements, alterations, additions or changes to the Premises or any mechanical, plumbing or HVAC facilities or systems pertaining to the Premises (collectively, the "**Alterations**") without first procuring the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than thirty (30) days prior to the commencement thereof, and which consent shall not be unreasonably withheld by Landlord, provided it shall be deemed reasonable for Landlord to withhold its consent to any Alteration which adversely affects the structural portions or the systems or equipment of the Building or is visible from the exterior of the Building. Notwithstanding the foregoing, Tenant may make strictly cosmetic, non-structural alterations, additions or improvements to the interior of the Premises (collectively, the "**Cosmetic Alterations**") without Landlord's consent, provided that: (A) Tenant delivers to Landlord written notice of such Cosmetic Alterations at least twenty (20) days prior to the commencement thereof; (B) the aggregate cost of all such Cosmetic Alterations during any twelve (12) consecutive month period does not exceed Fifty Thousand Dollars ($50,000.00); (C) such Cosmetic Alterations shall be performed by or on behalf of Tenant in compliance with the other provisions of this Article 8; (D) such Cosmetic Alterations do not require the issuance of a building permit or other governmental approval; (E) such Cosmetic Alterations do not affect the Building Structure and/or the Building Systems; and (F) such Cosmetic Alterations are not visible from the exterior of the Premises or the Building. The construction of the initial improvements to the Premises shall be governed by the terms of the Tenant Work Letter and not the terms of this Article 8.

8.2 **Manner of Construction.** Landlord may impose, at the time of, and as a condition of, its consent to any and all Alterations or repairs of the Premises or about the Premises, such requirements as Landlord in its reasonable discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize for such purposes only contractors, subcontractors, materials, mechanics and materialmen selected by Tenant from a list provided and approved by Landlord, the requirement that upon Landlord's request, Tenant shall, at Tenant's expense, remove such Alterations upon the expiration or any early termination of the Lease Term, and the requirement that all Alterations conform in terms of quality and style to the Building's standards established by Landlord or the then-existing Tenant Improvements. If such Alterations will involve the use of or disturb hazardous materials or substances existing in the Premises, Tenant shall comply with Landlord's rules and regulations concerning such hazardous materials or substances. Landlord's approval of the plans, specifications and working drawings for Tenant's Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all Laws. Tenant shall construct such Alterations and perform such repairs in a good and workmanlike manner, in conformance with any and all applicable federal, state, county or municipal laws, rules and regulations and pursuant to a valid building permit, issued by the City of Irvine, all in conformance with Landlord's construction rules and regulations and the plans and specifications previously approved by Landlord. In the event Tenant performs any Alterations in the Premises which require or give rise to governmentally required changes to the "Base Building," as that term is defined below, then Landlord (or Landlord's property manager) shall, at Tenant's expense, make such changes to the Base Building. The "**Base Building**" shall mean the Building Structure and the Building Systems. In performing the work of any such Alterations, Tenant shall have the work performed in such manner so as not to obstruct access to the Project or any portion thereof, by any other tenant of the Project, and so as not to obstruct the business of Landlord or other tenants in the Project. Tenant shall not use (and upon notice from Landlord shall cease using) contractors, services, workmen, labor, materials or equipment that, in Landlord's reasonable judgment, would disturb labor harmony with the workforce or trades engaged in performing other work, labor or services in or about the Building or the Common Areas and in that respect, Landlord shall have the right, in connection with the construction of any Alterations and/or any tenant improvements constructed in the Premises pursuant to the terms of the Tenant Work Letter, to require that all subcontractors, laborers, materialmen, and suppliers retained directly by Tenant and/or Landlord (unless Landlord elects otherwise) be union labor in compliance with the then existing master labor agreements. (As of the date of this Lease, only carpentry work requires union labor.) Notwithstanding the foregoing, Landlord agrees that Tenant shall not be obligated to use union contractors for furniture installation and Landlord agrees to cooperate with Tenant in addressing any issues with the carpenters union arising out of Tenant's use of non-union furniture installers. In addition to Tenant's obligations under Article 9 of this Lease, upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County of Orange in accordance with Section 8182 of the California Civil Code or any successor statute and furnish a copy thereof to Landlord upon recordation, and timely give all notices required pursuant to Section 8190 of the California Civil Code or any successor statute (failing which, Landlord may itself execute and file such Notice of Completion and give such notices on behalf of Tenant as Tenant's agent for such purpose), and Tenant shall deliver to the Project management office a reproducible copy of the "as built" drawings of the Alterations as well as all permits, approvals and other documents issued by any governmental agency in connection with the Alterations.

8.3 **Payment for Improvements.** If payment is made directly to contractors, Tenant shall comply with Landlord's requirements for final lien releases and waivers in connection with Tenant's payment for work to contractors. Tenant shall pay for all overhead, general contractors, fees and other costs and expenses `of the Alterations, and shall pay to Landlord a Landlord supervision fee of three percent (3%) of the "hard costs" of the Alterations.

8.4 **Construction Insurance.** In addition to the requirements of Article 10 of this Lease, in the event that Tenant makes any Alterations, prior to the commencement of such Alterations, Tenant shall provide Landlord with evidence that Tenant carries " **Builder's All Risk**" insurance in an amount reasonably approved by Landlord (not to exceed the amount of coverage typically required by landlords of Comparable Buildings) covering the construction of such Alterations, and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 10 of this Lease immediately upon completion thereof. In addition, with respect to the Alterations which (i) are performed by any Transferee of Tenant which is other than a Permitted Transferee pursuant to Section 14.6 below, and (ii) projected to cost in excess of $50,000.00, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord as a co-obligee.

8.5 **Landlord's Property.** All Alterations, improvements, fixtures, equipment and/or appurtenances which may be installed or placed in or about the Premises, from time to time, shall be at the sole cost of Tenant and shall be and become the property of Landlord. except that Tenant may remove any Alterations, improvements, fixtures and/or equipment which Tenant can substantiate to Landlord have not been paid for with any tenant improvement allowance funds provided to Tenant by Landlord (including the Tenant Improvement Allowance provided by Landlord to Tenant pursuant to the Tenant Work Letter), provided Tenant repairs any damage to the Premises and Building caused by such removal and returns the affected portion of the Premises to a reasonable condition, reasonable wear and tear excepted. Notwithstanding the foregoing, all of Tenant's personal property, including moveable furniture, trade fixtures, and equipment not attached to the Building or the Premises, may be removed by Tenant any time during the Lease Term, so long as Tenant repairs any damage to the Premises resulting from such removal. Except as otherwise provided in this Lease, Tenant shall not be obligated to restore the Premises (or any expansion of the Premises), in any way, at the expiration of the Lease Term. In addition, Tenant shall not be obligated to remove any IT/data cabling, signage, telecommunication (provided any recording studio improvements exceeding the size of the recording studio improvements indicated on the space plan attached hereto as **Exhibit A** shall be removed by Tenant prior to the expiration or earlier termination of the Lease Tern at Landlord's sole election) or security system upon surrendering the Premises or any expansion of the Premises to Landlord. Tenant hereby protects, defends, indemnifies and holds Landlord harmless from any liability, cost, obligation, expense or claim of lien in any manner relating to the installation, placement, removal or financing of any such Alterations, improvements, fixtures and/or equipment in, on or about the Premises, which obligations of Tenant shall survive the expiration or earlier termination of this Lease.

## ARTICLE 9

## COVENANT AGAINST LIENS

Tenant shall keep the Project and Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Tenant (other than by Landlord or Landlord's contractors), and shall protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Tenant shall give Landlord notice at least twenty (20) days prior to the commencement of any such work on the Premises (or such additional time as may be necessary under applicable laws) to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility. Tenant shall remove any such lien or encumbrance by bond or otherwise within ten (10) business days after notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed Additional Rent under this Lease payable within thirty (30) days following written demand, without limitation as to other remedies available to Landlord under this Lease. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to the Building or Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract. Any claim to a lien or encumbrance upon the Building or Premises arising in connection with any such work or respecting the Premises not performed by or at the request of Landlord shall be null and void, or at Landlord's option shall attach only against Tenant's interest in the Premises and shall in all respects be subordinate to Landlord's title to the Project, Building and Premises.

**ARTICLE 10**

**INSURANCE**

10.1 **Indemnification and Waiver.** Tenant hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause whatsoever and agrees that Landlord, its partners, subpartners and their respective officers, agents, servants, and employees (collectively, "Landlord Parties") shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant or by other persons claiming through Tenant, except to the extent caused by the gross negligence or willful misconduct of the Landlord Parties (subject to the provisions of Section 10.5, below). Tenant shall indemnify, defend, protect, and hold harmless the Landlord Parties from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in, on or about the Premises, any violation of any of the requirements, ordinances, statutes, regulations or other laws, including, without limitation, any environmental laws, any acts, omissions or negligence of Tenant or of any person claiming by, through or under Tenant, or of the contractors, agents, servants, employees, invitees, guests or licensees of Tenant or any such person (collectively, " **Tenant Parties**"), in, on or about the Project or any breach of the terms of this Lease by Tenant, either prior to, during, or after the expiration of the Lease Term, provided that the terms of the foregoing indemnity shall not apply to the gross negligence or willful misconduct of the Landlord Parties. Should Landlord be named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy of the Premises, Tenant shall pay to Landlord its costs and expenses incurred in such suit, including without limitation, its actual professional fees such as appraisers', accountants' and attorneys' fees. Landlord shall indemnify, defend, protect, and hold harmless Tenant and the Tenant Parties from any and all claims, loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) arising from the negligence or willful misconduct of any of the Landlord Parties in, on or about the Project, provided that the foregoing defense and indemnity provision shall not apply to the negligence or willful misconduct of the Tenant Parties. Notwithstanding anything to the contrary set forth in this Lease, either party's agreement to indemnify the other party as set forth in this Section 10.1 shall be ineffective to the extent the matters for which such party agreed to indemnify the other party are covered by insurance required to be carried by the non-indemnifying party pursuant to this Lease. Further, Tenant's agreement to indemnify Landlord and Landlord's agreement to indemnify Tenant pursuant to this Section 10.1 are not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by Tenant or Landlord pursuant to the provisions of this Lease, to the extent such policies cover the matters subject to the parties' respective indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this Lease. The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

10.2 **Tenant's Compliance with Landlord's Fire and Casualty Insurance**. Tenant shall, at Tenant's expense, comply with all customary insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium for such insurance policies then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

10.3 **Tenant's Insurance.** Tenant shall maintain the following coverages in the following amounts.

10.3.1 Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage (including loss of use thereof) arising out of Tenant's operations, and contractual liabilities (covering the performance by Tenant of its indemnity agreements) including a Broad Form endorsement covering the insuring provisions of this Lease and the performance by Tenant of the indemnity agreements set forth in Section 10.1 of this Lease, for limits of liability not less than:

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|---|---|
| Bodily Injury and | $3,000,000 each occurrence |
| Property Damage Liability | $3,000,000 annual aggregate |
| Personal Injury Liability | $3,000,000 each occurrence |
| | $3,000,000 annual aggregate |
| | 0% Insured's participation |

10.3.2 Special Form (Causes of Loss) Property Insurance covering (i) all office furniture, business and trade fixtures, office equipment, free-standing cabinet work, movable partitions, merchandise and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant, (ii) the "Tenant Improvements," as that term is defined in the Tenant Work Letter, and any other improvements which exist in the Premises as of the Lease Commencement Date (excluding the Base Building) (the "**Original Improvements**"), and (iii) all Alterations. Such insurance shall be for the full replacement cost (subject to reasonable deductible amounts) new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include coverage for damage or other loss caused by fire or other peril including, but not limited to, vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, bursting or stoppage of pipes, and explosion, and providing business interruption coverage for a period of one year.

10.3.3 Worker's Compensation and Employer's Liability or other similar insurance pursuant to all applicable state and local statutes and regulations.

10.4 **Form of Policies.** The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall (i) name Landlord, Landlord's lender, and any other party the Landlord so specifies, as an additional insured, including Landlord's managing agent, if any; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under Section 10.1 of this Lease; (iii) be issued by an insurance company having a rating of not less than A-:VIII in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the State of California; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; (v) be in form and content reasonably acceptable to Landlord; and (vi) contain a cross-liability endorsement or severability of interest clause acceptable to Landlord; provided, any lapse in coverage shall be deemed self-insured by Tenant and Landlord shall have the immediate right to procure replacement coverage at Tenant's cost. Tenant shall deliver said policy or policies or certificates thereof to Landlord on or before the Lease Commencement Date and at least thirty (30) days before the expiration dates thereof. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificate, Landlord may, at its option, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord within five (5) days after delivery to Tenant of bills therefor. Notwithstanding anything to the contrary herein, Tenant shall be permitted to carry the insurance required by Sections 10.3.1 and 10.3.2, above, under a "blanket" policy which also covers other locations of Tenant's business operations, provided that the coverage afforded by reason of the use of such "blanket" policy shall not be reduced or diminished from the amounts set forth hereinabove, and further provided that such "blanket" policy allocates an appropriate replacement amount to cover the cost of the Tenant Improvements and the Original Improvements.

10.5 **Subrogation.** Landlord and Tenant intend that their respective property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such loss is the result of a risk insurable under policies of property damage insurance. Notwithstanding anything to the contrary in this Lease, the parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder. The parties agree that their respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder, so long as no material additional premium is charged therefor.

10.6 **Additional Insurance Obligations.** Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Article 10 and such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord, but in no event shall such increased amounts of insurance or such other reasonable types of insurance be in excess of that required by landlords of Comparable Buildings. Further, in no event may Landlord increase the amounts of the insurance required to be carried by Tenant hereunder more than once in any 5-year period during the initial Lease Term and each Option Term.

**ARTICLE 11**

**DAMAGE AND DESTRUCTION**

11.1 **Repair of Damage to Premises by Landlord.** Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises or any Common Areas serving or providing access to the Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 11, restore the Base Building and such Common Areas. Such restoration shall be to substantially the same condition of the Base Building and the Common Areas prior to the casualty, except for modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Building or Project or any other modifications to the Common Areas deemed desirable by Landlord, provided that access to the Premises and any common restrooms serving the Premises shall not be materially impaired. Upon the occurrence of any damage to the Premises, upon notice (the "Landlord Repair Notice") to Tenant from Landlord, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance required under items (ii) and (iii) of Section 10.3.2 of this Lease, and Landlord shall repair any injury or damage to the Tenant Improvements and the Original Improvements installed in the Premises and shall return such Tenant Improvements and Original Improvements to their original condition; provided that if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, the cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repair of the damage (and further provided that, in the event such insurance proceeds are inadequate to fully restore the Premises to its original condition, Tenant shall have the right to request, subject to Landlord's reasonable approval, that the Premises be restored to a lesser condition, but in no event less than a Building standard condition). In the event that Landlord does not deliver the Landlord Repair Notice within sixty (60) days following the date the casualty becomes known to Landlord, and in the event that this Lease does not terminate pursuant to Section 11.2, below, or for any other reason, Tenant shall, at its sole cost and expense, repair any injury or damage to the Tenant Improvements and the Original Improvements installed in the Premises and shall return such Tenant Improvements and Original Improvements to at least the condition which existed prior to the applicable casualty (provided Tenant shall have the right to request, subject to Landlord's reasonable approval, that the Premises be restored to a lesser condition, but in no event less than a Building standard condition). Whether or not Landlord delivers a Landlord Repair Notice, prior to the commencement of construction, and provided that this Lease does not terminate pursuant to Section 11.2, below, or for any other reason, Tenant shall submit to Landlord, for Landlord's review and approval, all plans, specifications and working drawings relating thereto, and Landlord shall select the contractors to perform such improvement work. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Premises or Common Areas necessary to Tenant's occupancy, Landlord shall allow Tenant a proportionate abatement of Rent during the time and to the extent the Premises are unfit for occupancy for the Permitted Use, and not occupied by Tenant as a result thereof. In the event that Landlord shall not deliver the Landlord Repair Notice, Tenant's right to rent abatement pursuant to the preceding sentence shall terminate as of the date which is reasonably determined by Landlord to be the date Tenant should have completed repairs to the Premises assuming Tenant used reasonable due diligence in connection therewith.

11.2 **Landlord's Option to Repair.** Notwithstanding the terms of Section 11.1 of this Lease, Landlord may elect not to rebuild and/or restore the Premises, Building and/or Project, and instead terminate this Lease, by notifying Tenant in writing of such termination within sixty (60) days after the date of discovery of the damage, such notice to include a termination date giving Tenant sixty (60) days to vacate the Premises, but Landlord may so elect only if the Building or Project shall be damaged by fire or other casualty or cause, whether or not the Premises are affected, provided that Landlord terminates the leases of all other tenants of the Building whose premises are similarly affected (to the extent that Landlord retains such right pursuant to the terms of the applicable leases), and one or more of the following conditions is present: (i) in Landlord's reasonable judgment, repairs cannot reasonably be completed within two hundred seventy (270) days after the date of discovery of the damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on the Building or Project or ground lessor with respect to the Building or Project shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground lease, as the case may be; (iii) the damage (A) is not fully covered by Landlord's insurance policies and (B) the cost of repairing such uninsured or underinsured damage, including deductibles, exceeds the Threshold Amount (as defined below); or (iv) Landlord decides to rebuild the Building or Common Areas so that they will be substantially different structurally or architecturally; or (v) the damage occurs during the last twelve (12) months of the Lease Term; provided, however, that if such fire or other casualty shall have damaged the Premises or a portion thereof or Common Areas necessary to Tenant's occupancy and as a result of such damage the Premises are unfit for occupancy, and provided that Landlord does not elect to terminate this Lease pursuant to Landlord's termination right as provided above, and either (a) the repairs cannot, in the reasonable opinion of Landlord's contractor, be completed within one hundred eighty (180) days after being commenced, or (b) the damage occurs during the last twelve months of the Lease Term and will reasonably require in excess of sixty (60) days to repair, Tenant may elect, no earlier than ten (10) days after the date of the damage and not later than ninety (90) days after the date of such damage, to terminate this Lease by written notice to Landlord effective as of the date specified in the notice, which date shall not be less than thirty (30) days nor more than sixty (60) days after the date such notice is given by Tenant. In addition, if neither Landlord nor Tenant elect to terminate the Lease as set forth herein, and the repairs to be made by Landlord have not been substantially completed within one hundred eighty (180) days after being commenced or such longer period as Landlord's contractor had estimated would be required to complete such repairs (subject to extension for delays caused by Force Majeure and delays caused by Tenant), then Tenant shall have the right, within five (5) business days after the end of such period, and thereafter during the first five (5) business days of each calendar month following the end of such period until such time as such repairs are substantially completed, to terminate this Lease by notice to Landlord (the "**Damage Termination Notice**"), effective as of a date set forth in the Damage Termination Notice (the "**Damage Termination Date**"), which Damage Termination Date shall not be less than five (5) business days following the end of such period or each such month, as the case may be. Notwithstanding the foregoing, if Tenant delivers a Damage Termination Notice to Landlord, then Landlord shall have the right to suspend the occurrence of the Damage Termination Date for a period ending thirty (30) days after the delivery by Tenant of the Damage Termination Notice by delivering to Tenant, within five (5) business days of Landlord's receipt of the Damage Termination Notice, a certificate of Landlord's contractor responsible for the repair of the damage certifying that it is such contractor's good faith judgment that the repairs to be made by Landlord shall be substantially completed within thirty (30) days after delivery by Tenant of the Damage Termination Notice. If such repairs shall be substantially completed prior to the expiration of such thirty (30) day period, then the Damage Termination Notice shall be of no force or effect, but if such repairs are not substantially completed within such thirty (30) day period, then this Lease shall terminate upon the expiration of such thirty (30) day period. As used herein, the "**Threshold Amount**" shall mean Two Hundred Fifty Thousand Dollars ($250,000).

11.3 **Waiver of Statutory Provisions.** The provisions of this Lease, including this Article 11, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or the Project, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or the Project.

## ARTICLE 12

## NONWAIVER

No provision of this Lease shall be deemed waived by either party hereto unless expressly waived in a writing signed thereby. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Lease Term or of Tenant's right of possession hereunder, or after the giving of any notice shall reinstate, continue or extend the Lease Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

## ARTICLE 13

## CONDEMNATION

If the whole or any part of the Premises, Building or Project shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises, Building or Project, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. If (i) more than twenty-five percent (25%) of the rentable square feet of the Premises is taken, or (ii) access to and/or the use of the Premises is substantially impaired as a result of such taking, or (iii) more than twenty-five percent (25%) of Tenant's parking privileges set forth in Section 9 of the Summary are taken and Landlord does not provide alternative parking to replace such parking privileges within a reasonable walking distance of the Project, in each case of (i), (ii) or (iii) for a period in excess of one hundred eighty (180) days, then Tenant shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. Tenant shall not because of such taking assert any claim against Landlord or the authority for any compensation because of such taking and Landlord shall be entitled to the entire award or payment in connection therewith, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Lease Term pursuant to the terms of this Lease, and for moving expenses, so long as such claims do not diminish the award available to Landlord, its ground lessor with respect to the Building or Project or its mortgagee, and such claim is payable separately to Tenant. All Rent shall be apportioned as of the date of such termination. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of The California Code of Civil Procedure. Notwithstanding anything to the contrary contained in this Article 13, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred eighty (180) days or less, then this Lease shall not terminate but the Base Rent and the Additional Rent shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking.

**ARTICLE 14**

**ASSIGNMENT AND SUBLETTING**

14.1 **Transfers.** Except as otherwise specifically provided or permitted in this Article 14, Tenant shall not, without the prior written consent of Landlord, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment, or other transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or enter into any license or concession agreements or otherwise permit the occupancy or use of the Premises or any part thereof by any persons other than Tenant and its employees and contractors (all of the foregoing are hereinafter sometimes referred to collectively as "**Transfers**" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "**Transferee**"). If Tenant desires Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the "**Transfer Notice**") shall include (i) the proposed effective date of the Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice, (ii) a description of the portion of the Premises to be transferred (the "**Subject Space**"), (iii) all of the terms of the proposed Transfer and the consideration therefor, including calculation of the Transfer Premium (as is defined in Section 14.3 below), in connection with such Transfer, the name and address of the proposed Transferee, and an executed copy of all documentation effectuating the proposed Transfer, including all operative documents to evidence such Transfer and all agreements incidental or related to such Transfer, provided that Landlord shall have the right to require Tenant to utilize Landlord's standard Transfer consent documents in connection with the documentation of such Transfer, and provided further that the terms of the proposed Transfer shall provide that such proposed Transferee shall not be permitted to further assign or sublease its interest in the Subject Space and/or Lease without Landlord's prior consent as provided in this Article 14, (iv) current financial statements of the proposed Transferee, which statements, to the extent not publicly available, shall be certified by an officer, partner or owner thereof, business credit and business references and history of the proposed Transferee and any other information reasonably required by Landlord which will enable Landlord to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space and (v) an executed estoppel certificate from Tenant stating the information set forth in items (a) through (d) in Article 17 below. Any Transfer made without Landlord's prior written consent (if required under this Article 14) shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute a default by Tenant under this Lease. Whether or not Landlord consents to any proposed Transfer, Tenant shall pay Landlord's (or Landlord's property manager's) review and processing fees (which currently equal $500.00 for each proposed Transfer), as well as any reasonable professional fees (including, without limitation, attorneys', accountants', architects', engineers' and consultants' fees) incurred by Landlord (or Landlord's property manager), within thirty (30) days after written request by Landlord in an amount not to exceed $2,500.00 for each request.

14.2 **Landlord's Consent.** Landlord shall not unreasonably withhold, condition or delay its consent to any proposed Transfer of the Subject Space to the Transferee on the terms specified in the Transfer Notice. Landlord shall respond to the Transfer Notice within ten (10) days of Landlord's receipt thereof and, if Landlord fails to respond within such ten (10) day period, Landlord shall be deemed to have disapproved the Transfer that is the subject of the Transfer Notice. Without limitation as to other reasonable grounds for withholding consent, the parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply:

14.2.1 The Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building or the Project;

14.2.2 The Transferee intends to use the Subject Space for purposes which are not permitted under this Lease;

14.2.3 The Transferee is either a governmental agency or instrumentality thereof;

14.2.4 [intentionally omitted];

14.2.5 The Transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities to be undertaken in connection with the Transfer on the date consent is requested;

14.2.6 The proposed Transfer would cause a violation of another lease for space in the Project, or would give an occupant of the Project a right to cancel its lease;

14.2.7 [intentionally omitted];

14.2.8 Either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (i) occupies space in the Project at the time of the request for consent, or (ii) is negotiating with Landlord (which for purposes of this item (ii) and (iii), below, shall be evidenced by the transmittal of one or more letters of intent, draft proposals or lease documents by such Transferee to Landlord or Landlord to such Transferee) to lease space in the Project at such time, or (iii) has negotiated with Landlord during the three (3)-month period immediately preceding the Transfer Notice to lease space in the Project, provided that in either (i) or (ii) above, Landlord has space in the Building available for lease of a size reasonably consistent with the proposed Transferee's square footage requirements;

14.2.9 [intentionally omitted]; or

14.2.10 The portion of the Premises to be sublet or assigned is irregular in shape with inadequate means of ingress and/or egress.

Notwithstanding anything to the contrary contained herein, in no event shall Tenant enter into any Transfer for the possession, use, occupancy or utilization (collectively, "**use**") of the part of the Premises which (i) provides for a rental or other payment for such use based in whole or in part on the income or profits derived by any person from the Premises (other than an amount based on a fixed percentage or percentages of gross receipts or sales), and Tenant agrees that all Transfers of any part of the Premises shall provide that the person having an interest in the use of the Premises shall not enter into any lease or sublease which provides for a rental or other payment for such use based in whole or in part on the income or profits derived by any person from the Premises (other than an amount based on a fixed percentage or percentages of gross receipts of sales), or (ii) would cause any portion of the amounts payable to Landlord hereunder to not constitute "rents from real property" within the meaning of Section 512(b)(3) of the Internal Revenue Code of 1986, and any such purported Transfer shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy or utilization of any part of the Premises.

In the calculations of the Rent paid during each annual period for the Subject Space shall be computed after adjusting such rent to the actual effective rent to be paid, taking into consideration any and all reasonable leasehold concessions granted in connection therewith, including, but not limited to, any rent credit and tenant improvement allowance. For purposes of calculating any such effective rent all such concessions shall be amortized on a straight-line basis over the relevant term.

If Landlord consents to any Transfer pursuant to the terms of this Section 14.2, Tenant may within six (6) months after Landlord's consent, but not later than the expiration of said six-month period, enter into such Transfer of the Subject Space, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to Section 14.1 of this Lease, provided that if there are any changes in the terms and conditions from those specified in the Transfer Notice such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 14.2, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 14. Notwithstanding anything to the contrary in this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent under Section 14.2 or otherwise has breached or acted unreasonably under this Article 14, Tenant hereby waives any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable laws, on behalf of the proposed Transferee.

14.3 **Transfer Premium.** If Landlord consents to a Transfer, as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay to Landlord fifty percent (50%) of any "Transfer Premium," as that term is defined in this Section 14.3, received by Tenant from such Transferee in any particular calendar month, which amount shall be paid to Landlord immediately following Tenant's receipt of the same. "**Transfer Premium**" shall mean all rent, additional rent or other consideration payable by such Transferee in connection with the Transfer in excess of the Rent and Additional Rent payable by Tenant under this Lease during the term of the Transfer on a per rentable square foot basis if less than all of the Premises is transferred, after deducting the reasonable out-of-pocket expenses incurred by Tenant for (i) any changes, alterations and improvements to the Premises in connection with the Transfer; (ii) any third party brokerage commissions in connection with the Transfer; (iii) legal fees reasonably incurred in connection with the Transfer; (iv) the gross revenue as to the transferred space paid to Landlord by Tenant for all days the transferred space was vacated beginning from the date which is the later of (a) the date Tenant contracts with a reputable broker to market the transferred space and (b) the date that Tenant first vacated the transferred space until the date the assignee or sublessee was to pay rent; and (v) any other "out-of-pocket" monetary concessions (including, but not limited to, free rent, improvement allowances, remodeling or decorating costs), costs and expenses reasonably incurred in connection with the Transfer (collectively, the "**Subleasing Costs**"); provided, however, that if, at the time of any such sublease or assignment, Landlord determines that the foregoing "Transfer Premium" formula may result in the receipt by Landlord of amounts that the Landlord may not be permitted to receive pursuant to any requirements, obligation or understanding applicable to Landlord, the parties agree to enter into an amendment to this Lease which revises the "Transfer Premium" formula in a manner that (x) is mutually agreed to by the parties and (y) does not result in any material increase in the expected costs or benefits to either party under this Section 14.3. "Transfer Premium" shall also include, but not be limited to, key money, bonus money or other cash consideration paid by Transferee to Tenant in connection with such Transfer, and any payment in excess of fair market value for services rendered by Tenant to Transferee or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to Transferee in connection with such Transfer; provided, however, that if, at the time of any such sublease or assignment, Landlord determines that Landlord's receipt of the foregoing amounts may result in the receipt by Landlord of amounts that the Landlord may not be permitted to receive pursuant to any requirements, obligation or understanding applicable to Landlord, the parties agree to enter into an amendment to this Lease which revises such amounts in a manner that (x) is mutually agreed to by the parties and (y) does not result in any material increase in the expected costs or benefits to either party under this Section 14.3.

14.4 **Intentionally Omitted**.

14.5 **Effect of Transfer.** If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, (iv) Tenant shall furnish upon Landlord's request a complete statement, certified by an independent certified public accountant, or Tenant's chief financial officer, setting forth in detail the computation of any Transfer Premium Tenant has derived and shall derive from such Transfer, and (v) no Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from any liability under this Lease, including, without limitation, in connection with the Subject Space. In no event shall any Transferee assign, sublease or otherwise encumber its interest in this Lease or further sublet any portion of the Subject Space, or otherwise suffer or permit any portion of the Subject Space to be used or occupied by others without Landlord's prior consent as provided in this Article 14. Landlord or its authorized representatives shall have the right at all reasonable times and upon reasonable prior notice to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, Tenant shall, within thirty (30) days after demand, pay the deficiency, and if understated by more than five percent (5%), Tenant shall pay Landlord's costs of such audit.

14.6 **Additional Transfers.** For purposes of this Lease, the term "Transfer" shall also include (i) if Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of fifty percent (50%) or more of the partners, or transfer of fifty percent (50%) or more of partnership interests, within a twelve (12)-month period, or the dissolution of the partnership without immediate reconstitution thereof, and (ii) if Tenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over the counter), (A) the dissolution, merger, consolidation or other reorganization of Tenant or (B) the sale or other transfer of an aggregate of fifty percent (50%) or more of the voting shares of Tenant (other than to immediate family members by reason of gift or death), within a twelve (12)-month period, or (C) the sale, mortgage, hypothecation or pledge of an aggregate of fifty percent (50%) or more of the value of the unencumbered assets of Tenant within a twelve (12)-month period.

14.7 **Non-Transfers**. Notwithstanding anything to the contrary contained in this Article 14, (i) an assignment of Tenant's interest in this Lease, or a subletting or other occupancy agreement for use of all or a portion of the Premises, to an affiliate of Tenant (i.e., an entity which is controlled by, controls, or is under common control with, Tenant), (ii) an assignment of Tenant's interest in this Lease to an entity which acquires all or substantially all of the assets of Tenant or of a particular business unit of Tenant, or (iii) an assignment of Tenant's interest in this Lease to an entity which is the resulting entity of a merger or consolidation of Tenant during the Lease Term, shall not be deemed a Transfer under this Article 14 (any such assignment or subletting described in items (i) through (iii) of this Section 14.7 hereinafter referred to as a "**Permitted Non-Transfer**" and any such assignee or sublessee pursuant to a Permitted Non-Transfer hereinafter referred to as a "**Permitted Non-Transferee**"), provided that (A) Tenant notifies Landlord of any such Permitted Non-Transfer and promptly supplies Landlord with any documents or information reasonably requested by Landlord regarding such Permitted Non-Transfer or such Permitted Non-Transferee, (B) such Permitted Non-Transfer is not a subterfuge by Tenant to avoid its obligations under this Lease, and (C) except with respect to a sublease to, or other occupancy agreement with, an affiliate of Tenant, such Permitted Non-Transferee shall have a tangible net worth (not including good will as an asset) computed in accordance with generally accepted accounting principles ("**Net Worth**") at least equal to fifty percent (50%) of the Net Worth of Tenant immediately prior to such Permitted Non-Transfer. An assignee of Original Tenant's entire interest in this Lease which assignee is a Permitted Non-Transferee may also be referred to herein as a "**Non-Transferee Assignee**." As used in this Section 14.7, "control" shall mean the ownership, directly or indirectly, of at least fifty-one percent (51%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, of at least fifty-one percent (51%) of the voting interest in, any person or entity. Notwithstanding the foregoing, to the extent that the Transfer is of a type described in this Section 14.7, the terms and conditions of Section 14.3 shall not apply with respect thereto. Notwithstanding anything to the contrary in this Lease, none of the following shall constitute a "Transfer" under this Lease or in any way require the consent of Landlord: (a) to the extent Tenant is a publicly traded corporation, the sale of stock of Tenant through an exchange or over the counter, (b) the transfer of any ownership or other interest in any entity holding an interest in Tenant, and (c) the Merger (as defined below).

14.8 **Occurrence of Default.** Each Transfer and each Permitted Non-Transfer hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any such Transfer, or Permitted Non-Transfer, as the case may be, Landlord shall have the right to: (i) treat such Transfer or Permitted Non-Transfer as cancelled and repossess the Subject Space by any lawful means, or (ii) require that such Transferee or Permitted Non-Transferee attorn to and recognize Landlord as its landlord under any such Transfer or Permitted Non-Transfer. If Tenant shall be in Default under this Lease, Landlord is hereby irrevocably authorized, as Tenant's agent and attorney-in-fact, to direct any Transferee or Permitted Non-Transferee, as the case may be, to make all payments under or in connection with such Transfer or Permitted Non-Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured. Such Transferee or Permitted Non-Transferee, as the case may be, shall rely on any representation by Landlord that Tenant is in default hereunder, without any need for confirmation thereof by Tenant. Upon any assignment of Tenant's interest in this Lease (whether pursuant to a Transfer or a Permitted Non-Transfer, as the case may be), the assignee shall assume in writing all obligations and covenants of Tenant thereafter to be performed or observed under this Lease. No collection or acceptance of rent by Landlord from any Transferee or Permitted Non-Transferee, as the case may be, shall be deemed a waiver of any provision of this Article 14 or the approval of any Transferee or Permitted Non-Transferee or a release of Tenant from any obligation under this Lease, whether theretofore or thereafter accruing. In no event shall Landlord's enforcement of any provision of this Lease against any Transferee or Permitted Non-Transferee, as the case may be, be deemed a waiver of Landlord's right to enforce any term of this Lease against Tenant or any other person. If Tenant's obligations hereunder have been guaranteed, Landlord's consent to any Transfer shall not be effective unless the guarantor also consents to such Transfer.

14.9 **Permitted Subleases**. Notwithstanding anything to the contrary in this Article 14 above, Tenant may elect to sublet or license of individual offices in the Premises to any party(ies) with a business relationship with Tenant (e.g., independent contractors and consultants performing services on behalf of Tenant) (hereinafter, "**Permitted Subtenants**") without Landlord's consent, provided that: (i) Landlord receives at least 20-days prior written notice of any such sublease or occupancy; (ii) the aggregate amount of space subject to sublease or such occupancy, or both, pursuant to this Section 14.9 at any time does not exceed a total of fifteen percent (15%) of the total rentable square feet in the Premises; (iii) the space so subleased or occupied is not separately demised from the balance of the Premises (i.e., separated from the balance of the Premises by a wall or other constructed device and having separate entrances to the common areas; (iv) all rights of the subtenant or occupant shall be strictly personal to the named subtenant or occupant and the subtenant or occupant shall have no right to assign, sublease, permit any other person or entity to occupy, or in any other manner to transfer all or any portion of the subtenant's or occupant's rights under the sublease agreement or occupancy agreement or with respect to the subleased or occupied space; (v) Landlord receives a fully executed copy of the sublease or occupancy agreement between Tenant and each such subtenant or occupant prior to the beginning of the term of the sublease or occupancy; and (vi) at Landlord's sole option, each such subtenant and occupant executes Landlord's standard waiver and indemnity form for space sharing arrangements.

14.10 **Affiliate Occupants**. Notwithstanding any contrary provision of this Article 14, Tenant shall have the right without the payment of a Transfer Premium and without the receipt of Landlord's consent, to permit the occupancy of the Premises by individuals who are employees or officers of affiliates of Tenant (collectively, "**Affiliate Occupants**") on and subject to the following conditions: (i) such individuals shall not be permitted to occupy a separately demised portion of the Premises which contains an entrance to such portion of the Premises other than the primary entrance to the Premises nor shall any such individuals be permitted identification signage; (ii) all such individuals shall be of a character and reputation consistent with the quality of the then existing tenants of the Project; (iii) such occupancy shall not be a subterfuge by Tenant to avoid its obligations under this Lease or the restrictions on Transfers pursuant to this Article 14, and (iv) Tenant shall receive no rent payment or other consideration in connection with such occupancy in respect of such space other than nominal rent payments (in no event greater per rentable square foot than the Base Rent and Additional Rent payable under this Lease per rentable square foot) or other consideration for actual services rendered or provided by or for such Affiliate Occupant. Upon Landlord's request, Tenant shall promptly supply Landlord with such documents or information regarding any such individuals as may be reasonably necessary to confirm such individuals' occupancy conforms with the requirements of this Section 14.10. Any occupancy permitted under this Section 14.10 shall not be deemed a Transfer under this Article 14 and shall not require Landlord's consent. Tenant shall cause each of the Affiliate Occupants to comply with the provisions of this Lease, and each Affiliate Occupant shall be deemed licensees of Tenant for purposes of Tenant's obligations under Section 10.1. No use or occupancy of any portion of the Premises by an Affiliate Occupant shall release or excuse Tenant from any obligation hereunder or create a landlord/tenant relationship between Landlord and such Affiliate Occupant.

## ARTICLE 15

## SURRENDER OF PREMISES; OWNERSHIP AND REMOVAL OF TRADE FIXTURES

15.1 **Surrender of Premises.** No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises or terminate any or all such sublessees or subtenancies.

15.2 **Removal of Tenant Property by Tenant.** Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 15, quit and surrender possession of the Premises to Landlord in good order and condition, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted. Landlord and Tenant hereby acknowledge and agree that except as specifically provided herein, Tenant's rights and obligations regarding the removal of tenant improvements and Alterations in the Premises shall be governed by the terms of Article 8 of this Lease. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitions, and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed, and Tenant shall repair at its own expense all damage to the Premises and Building resulting from such removal; provided, however, Tenant shall not be required to remove any computer and telecommunications cabling installed with Landlord's prior written consent. Notwithstanding anything contained in this Lease to the contrary, upon the expiration or earlier termination of this Lease, Tenant may leave floor and wall coverings in their existing "as-is" condition and shall have no obligation to repaint, install new floor coverings or to patch wall or floor penetrations (other than penetrations for internal stairwells or raised floors).

## ARTICLE 16

## HOLDING OVER

If Tenant holds over after the expiration of the Lease Term or earlier termination thereof, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Rent shall be payable at a monthly rate equal to (i) for the first month of holdover, 125% of the Rent applicable during the last rental period of the Lease Term under this Lease, and (ii) after such one-month period, 150% of the Rent applicable during the last rental period of the Lease Term under this Lease. Such month-to-month tenancy shall be subject to every other applicable term, covenant and agreement contained herein. For purposes of this Article 16, a holding over shall include Tenant’s remaining in the Premises after the expiration or earlier termination of the Lease Term, as required pursuant to the terms of this Lease or the Tenant Work Letter, to remove any Alterations or Above Building Standard Tenant Improvements located within the Premises and replace the same with Building Standard Tenant Improvements. Nothing contained in this Article 16 shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises to Landlord within thirty (30) days following the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender and any lost profits to Landlord resulting therefrom.

## ARTICLE 17

## ESTOPPEL CERTIFICATES

Within ten (10) business days following a request in writing by Landlord or Tenant, Tenant or Landlord, as applicable, shall execute and deliver to the requesting party an estoppel certificate stating (a) that this Lease is unmodified and is in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and setting forth such modifications), (b) the dates to which Rent and other sums payable hereunder have been paid, (c) either that, to the knowledge of the party providing the estoppel, no default exists hereunder or, specifying each such default of which such party providing the estoppel has knowledge and (d) any other information reasonably requested by Landlord or Landlord's current or prospective mortgagee or Tenant, as applicable. Any such certificate may be relied upon by any current or prospective mortgagee or purchaser of all or any portion of the Project. Tenant shall execute and deliver whatever other instruments may be reasonably required for such purposes. At any time during the Lease Term, Landlord may require Tenant, and to the extent applicable, any guarantor(s), to provide Landlord with a current audited financial statement and audited financial statements of the two (2) years prior to the current financial statement year. Such statements shall be delivered by Tenant and such guarantor(s) to Landlord within fifteen (15) days after Landlord's written request therefor and be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant or such guarantor(s), shall be audited by an independent certified public accountant with copies of the auditor's statement, reflecting Tenant's or such guarantor(s)', as applicable, then-current financial condition in such form and detail as Landlord may reasonably request. The failure of Tenant, Landlord or any such guarantor(s) to timely execute, acknowledge and deliver such estoppel certificate or other instruments, shall, if such failure is not cured within three (3) business days after receipt of an additional written notice from the other party constitute an acceptance of the Premises and an acknowledgment by the failing party statements included in the estoppel certificate submitted to the failing party are true and correct, without exception. Notwithstanding the foregoing, Tenant and any guarantor that is publicly traded and as to which financial statements are publicly available, shall not be obligated to deliver financial statements to Landlord.

## ARTICLE 18

## SUBORDINATION

This Lease shall be subject and subordinate to all present and future ground or underlying leases of the Building or Project and to the lien of any mortgage, trust deed or other encumbrances now or hereafter in force against the Building or Project or any part thereof, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages, trust deeds or other encumbrances (each, a "**Mortgagor**"), or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto. Notwithstanding any contrary provision of this Article 18, a condition precedent to the subordination of this Lease to any future mortgage, deed of trust or ground or underlying lease is that Landlord shall obtain for the benefit of Tenant a commercially reasonable subordination, non-disturbance and attornment agreement ("**SNDA**") from the Mortgagor under such future instrument based on such Mortgagor's form of SNDA. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage or deed in lieu thereof (or if any ground lease is terminated), to attorn, without any deductions or set-offs whatsoever, to the lienholder or purchaser or any successors thereto upon any such foreclosure sale or deed in lieu thereof (or to the ground lessor), if so requested to do so by such purchaser or lienholder or ground lessor, and to recognize such purchaser or lienholder or ground lessor as the lessor under this Lease, provided such lienholder or purchaser or ground lessor shall agree to accept this Lease and not disturb Tenant's occupancy, so long as Tenant timely pays the rent and observes and performs the terms, covenants and conditions of this Lease to be observed and performed by Tenant. As a condition precedent to such subordination as to future mortgages, trust deeds or other encumbrances or ground or underlying leases, Landlord shall use its commercially reasonable efforts to obtain a non-disturbance agreement on such party's form of non-disturbance agreement ("**NDA**") from any future lienholder or ground lessor, which agreement shall provide that so long as Tenant timely pays the rent and observes and performs the terms, covenants and conditions of this Lease, Tenant's use and possession of the Premises shall not be disturbed in the event of a foreclosure under any mortgage, deed of trust or other lien to which this Lease is hereafter subordinate; provided, however, if Landlord is unable to obtain such an agreement after the exercise of reasonable efforts, this Lease shall not be void or voidable nor shall Landlord be liable to Tenant as a result thereof. Landlord's interest herein may be assigned as security at any time to any lienholder. Tenant shall, within ten (10) business days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases, provided such instruments or assurances are in commercially reasonable form. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale. Prior to the date Landlord delivers possession of the Premises to Tenant, Landlord shall use its commercially reasonable efforts to obtain an NDA from any Mortgagor under any current mortgage encumbering the Project, on such Mortgagor's standard form of NDA and at Tenant's sole cost and expense. If Landlord is unable to obtain such NDA from such current Mortgagor after the exercise of Landlord's commercially reasonable efforts, this Lease shall not be void or voidable nor shall Landlord be liable to Tenant as a result thereof.

**ARTICLE 19**

**DEFAULTS; REMEDIES**

19.1 **Events of Default.** The occurrence of any of the following shall constitute a default of this Lease ("**Default**") by Tenant:

19.1.1 Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, within five (5) business days following written notice from Landlord that said amount was not paid when due; or

19.1.2 Except where a specific time period is otherwise set forth for Tenant's performance in this Lease, in which event the failure to perform by Tenant within such time period shall be a default by Tenant under this Section 19.1.2, any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure such default; or

19.1.3 The failure by Tenant to observe or perform according to the provisions of Articles 5, 14, 17 or 18 of this Lease where such failure continues for more than five (5) business days after notice from Landlord; or

19.1.4 Tenant's failure to comply with the terms of the Development CC&R's; or

19.1.5 To the extent permitted by law, a general assignment by Tenant or any guarantor of this Lease for the benefit of creditors, or the taking of any corporate action in furtherance of bankruptcy or dissolution whether or not there exists any proceeding under an insolvency or bankruptcy law, or the filing by or against Tenant or any guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of a proceeding filed against Tenant or any guarantor the same is dismissed within sixty (60) days, or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is restored to Tenant or such guarantor within thirty (30) days, or any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days; or

19.1.6 Tenant's failure to occupy the Premises for business operations for more than thirty (30) consecutive days at any time during the Lease Term (or any applicable Option Term) while Tenant is in Default with respect to payment of Rent.

The notice periods provided herein are in lieu of, and not in addition to, any notice periods provided by law.

19.2 **Remedies Upon Default.** Upon the occurrence of any event of default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct, separate and cumulative), the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

19.2.1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following:

(i) The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant (whether performed by Landlord or Landlord's property manager), whether for the same or a different use, and any special concessions made to obtain a new tenant; and

(v) At Landlord's election, such other amounts in addition to (but to the extent not duplicative of) or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "**rent**" as used in this Section 19.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Paragraphs 19.2.1(i) and (ii), above, the "worth at the time of award" shall be computed by allowing interest at the rate set forth in Article 25 of this Lease, but in no case greater than the maximum amount of such interest permitted by law. As used in Paragraph 19.2.1(iii) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

19.2.2 Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

19.2.3 Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Sections 19.2.1 and 19.2.2, above, or any law or other provision of this Lease), without prior demand or notice except as required by applicable law, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

19.3 **Form of Payment After Default.** Following the occurrence of an event of default by Tenant, Landlord shall have the right to require that any or all subsequent amounts paid by Tenant to Landlord hereunder, whether to cure the default in question or otherwise, be paid in the form of cash, money order, cashier's or certified check drawn on an institution acceptable to Landlord, or by other means approved by Landlord, notwithstanding any prior practice of accepting payments in any different form.

19.4 **Efforts to Relet.** No re-entry or repossession, repairs, maintenance, changes, alterations and additions, reletting, appointment of a receiver to protect Landlord's interests hereunder, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant. Tenant hereby irrevocably waives any right otherwise available under any law to redeem or reinstate this Lease.

19.5 **Subleases of Tenant**. Whether or not Landlord elects to terminate this Lease on account of any Default by Tenant, as set forth in this Article 19, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

19.6 **Tenant's Rights to Offset**. Notwithstanding anything to the contrary contained herein, in the event that any of the real estate brokerage commissions, the Tenant Improvement Allowance or the Space Planning Allowance required to be paid by Landlord in accordance with the terms of this Lease are not paid within thirty (30) days after the date such payment is due (provided that all applicable conditions for the payment of any such amounts set forth herein or in any separate agreement entered into by Landlord with respect to the payment of brokerage commissions in connection with this Lease (the "**Commission Agreement**") have been fully satisfied, including, but not limited to, the expiration of any time period set forth herein or in the Commission Agreement for Landlord to pay any such amounts), Tenant shall have the right, following thirty (30) days' additional written notice to Landlord with a copy to any Mortgagee (the "**Offset Notice**"), to (i) pay the outstanding brokerage commissions directly, in which event such amounts shall be credited against the next payments of Base Rent, on a monthly basis, until such amounts are fully exhausted (provided any such offset shall not exceed 75% of the Base Rent due under this Lease in any calendar month), and (ii) with respect to any unpaid portion of Tenant Improvement Allowance and/or Space Planning Allowance owing to Tenant, offset such amounts against the next payments of Base Rent, on a monthly basis, until such amounts are fully exhausted (provided any such offset shall not exceed 75% of the Base Rent due under this Lease in any calendar month); provided, however, that Landlord shall have the right, in good faith, to notify Tenant in writing within thirty (30) days following Landlord's receipt of Tenant's notice that the amounts described in Tenant's notice have been previously paid by Landlord and/or Landlord is not obligated to pay such amounts, and upon Tenant's receipt of such notice from Landlord, Tenant shall not be entitled to offset such amount against Base Rent, but rather, as Tenant's sole remedy, Tenant may proceed to institute arbitration pursuant to Section 7.4 above to determine and collect such amount Landlord asserts that Landlord is not obligated to pay. In the event Tenant prevails in such arbitration and receives a monetary arbitration award against Landlord, then Landlord shall pay such arbitration award to Tenant within thirty (30) days of date such arbitration award is issued. If such arbitration award is not so paid, then, notwithstanding any contrary provision of this Lease, Tenant shall be entitled to offset against the Rent payable under this Lease the amount of such monetary arbitration award together with interest which shall have accrued on such monetary arbitration award during the period from and after the day after the date such monetary arbitration award was issued through and including the date that Tenant offsets against the Rent the amount of such monetary arbitration award, at the Interest Rate (provided any such offset shall not exceed 75% of the Base Rent due under this Lease in any calendar month). The Offset Notice shall include the following language in bold, 12 point font: "**YOUR FAILURE TO PAY THESE PAST DUE AMOUNTS WITHIN THIRTY (30) DAYS AFTER THE DATE HEREOF MAY ENTITLE TENANT TO EXERCISE ITS RIGHTS TO OFFSET SUCH PAST DUE AMOUNTS AGAINST UP TO 75% OF TENANT'S BASE RENT, AS PROVIDED UNDER SECTION 19.6 OF THE LEASE.**"

19.7 **Default by Landlord**.

19.7.1 **General**. Landlord shall not be in default in the performance of any obligation required to be performed by Landlord pursuant to this Lease unless Landlord has failed to perform such obligation within thirty (30) days after the receipt of notice from Tenant specifying in detail Landlord's failure to perform; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default under this Lease if it shall commence such performance within such thirty (30) day period and thereafter diligently pursue the same to completion. Upon any such default by Landlord under this Lease, Tenant may, except as otherwise specifically provided in this Lease to the contrary, exercise any of its rights provided at law or in equity.

19.7.2 **Abatement of Rent**. In the event that Tenant is prevented from using, and does not use, the Premises or any portion thereof, as a result of (i) any repair, maintenance or alteration performed by Landlord, or which Landlord failed to perform, after the Lease Commencement Date and required by this Lease, which substantially interferes with Tenant's use of the Premises, or (ii) any failure to provide services, utilities or access to the Premises as required by this Lease (either such set of circumstances as set forth in items (i) or (ii), above, to be known as an "**Abatement Event**"), then Tenant shall give Landlord notice of such Abatement Event, and if such Abatement Event continues for five (5) consecutive business days after Landlord's receipt of any such notice (the "**Eligibility Period**"), then the Base Rent, Tenant's Share of Direct Expenses, and Tenant's obligation to pay for parking (to the extent not utilized by Tenant) shall be abated or reduced, as the case may be, after expiration of the Eligibility Period for such time that Tenant continues to be so prevented from using, and does not use for the normal conduct of Tenant's business, the Premises or a portion thereof, in the proportion that the rentable area of the portion of the Premises that Tenant is prevented from using, and does not use, bears to the total rentable area of the Premises; provided, however, in the event that Tenant is prevented from using, and does not use, a portion of the Premises for a period of time in excess of the Eligibility Period and the remaining portion of the Premises is not sufficient to allow Tenant to effectively conduct its business therein, and if Tenant does not conduct its business from such remaining portion, then for such time after expiration of the Eligibility Period during which Tenant is so prevented from effectively conducting its business therein, the Base Rent and Tenant's Share of Direct Expenses for the entire Premises and Tenant's obligation to pay for parking shall be abated for such time as Tenant continues to be so prevented from using, and does not use, the Premises. If, however, Tenant reoccupies any portion of the Premises during such period, the Rent allocable to such reoccupied portion, based on the proportion that the rentable area of such reoccupied portion of the Premises bears to the total rentable area of the Premises, shall be payable by Tenant from the date Tenant reoccupies such portion of the Premises. Such right to abate Base Rent and Tenant's Share of Direct Expenses shall be Tenant's sole and exclusive remedy at law or in equity for an Abatement Event. Except as provided in this Section 19.7.2 or in Article 11 or Article 13, nothing contained herein shall be interpreted to mean that Tenant is excused from paying Rent due hereunder.

19.8 **Limitation on Consequential Damages**. Notwithstanding anything to the contrary contained in this Article 19 or any other provisions of this Lease, nothing in this Lease shall impose any obligation on Tenant or Landlord to be responsible or liable for, and each hereby releases the other from all liability for, consequential damages other than those consequential damages incurred by Landlord in connection with a holdover of the Premises by Tenant.

## ARTICLE 20

## COVENANT OF QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

## ARTICLE 21

## SECURITY DEPOSIT

Concurrent with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") in the amount set forth in Section 7 of the Summary, as security for the faithful performance by Tenant of all of its obligations under this Lease; provided, if Tenant fails to timely exercise the Reduction Option pursuant to Section 1.5 of this Lease, Tenant shall, without necessity of notice or request from Landlord, deposit with Landlord an additional Security Deposit in the amount of $115,903.05 within fifteen (15) days after the last day to exercise such Reduction Option, such that the total amount of Security Deposit under this Lease shall be $195,403.05. If Tenant defaults with respect to any provisions of this Lease, including, but not limited to, the provisions relating to the payment of Rent, the removal of property and the repair of resultant damage, Landlord may, without notice to Tenant, but shall not be required to apply all or any part of the Security Deposit for the payment of any Rent or any other sum in default or for the payment of any amount that Landlord may reasonably spend or may become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage that Landlord may suffer by reason of Tenant's default and Tenant shall, upon demand therefor, restore the Security Deposit to its original amount. Any unapplied portion of the Security Deposit shall be returned to Tenant, or, at Landlord's option, to the last assignee of Tenant's interest hereunder, within sixty (60) days following the expiration of the Lease Term. Tenant shall not be entitled to any interest on the Security Deposit. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, or any successor statute.

**ARTICLE 22**

**INTENTIONALLY OMITTED**

**ARTICLE 23**

**SIGNS**

23.1 **Full Floors.** Subject to Landlord's prior written approval, in its sole discretion, and provided all signs are in keeping with the quality, design and style of the Building and Project, Tenant, if the Premises comprise an entire floor of the Building, at its sole cost and expense, may install identification signage anywhere in the Premises including in the elevator lobby of the Premises, provided that such signs must not be visible from the exterior of the Building.

23.2 **Multi-Tenant Floors.** If other tenants occupy space on the floor on which the Premises is located, Tenant's identifying signage shall be provided by Landlord, at Tenant's cost, and such signage shall be comparable to that used by Landlord for other similar floors in the Building and shall comply with Landlord's Building standard signage program.

23.3 **Building Directory**. Tenant shall be entitled, at no charge, to one line on the Building directory to display Tenant's name and location in the Building. The location, quality, design, style, and size of such signage shall be consistent with the Landlord's Building standard signage program. Any changes to Tenant's directory signage after the initial placement of the same shall be at Tenant's sole cost and expense.

23.4 **Prohibited Signage and Other Items.** Any signs, notices, logos, pictures, names or advertisements which are installed and that have not been separately approved by Landlord may be removed without notice by Landlord at the sole expense of Tenant. Tenant may not install any signs on the exterior or roof of the Project or the Common Areas, except for Tenant's Exterior Signage (as defined in Section 23.5 below). Any other signs, window coverings, or blinds (even if the same are located behind the Landlord-approved window coverings for the Building), or other items visible from the exterior of the Premises or Building, shall be subject to the prior approval of Landlord, in its sole discretion.

23.5 **Exterior Signage**. Effective as of the Lease Commencement Date, Tenant shall have the right to install its name , as the same may change from time to time (provided such name is not an Objectionable Name [as defined below]) (a) on one (1) panel on one (1) side of the non-exclusive monument sign located along Von Karman Avenue (the "**Monument Signage**"), and (b) on one (1) Building eyebrow location (the "**Building Eyebrow Signage**") (the Monument Signage and Building Eyebrow Signage are individually and collectively referred to herein as the "**Exterior Signage**"). "**Objectionable Name**" shall mean any name which relates to an entity which is of a character or reputation, or is associated with a political orientation or faction, which is inconsistent with the quality of the Building, or which would otherwise reasonably offend landlords of comparable buildings in the vicinity of the Building or is in violation of sign rights previously granted to other tenants of the Building and/or the Project. Landlord shall designate the position of Tenant's panel on the monument sign (and upon which monument sign Tenant's panel shall be located) and the location of Tenant's Building Eyebrow Signage. Notwithstanding the foregoing, Tenant shall not be entitled to install the Exterior Signage if Tenant is in Default at the time of the proposed installation. Furthermore, Tenant's right to install the Exterior Signage is expressly subject to and contingent upon Tenant receiving the approval and consent to the Exterior Signage (including the construction of the monument sign upon which Tenant's panel shall be located) from the City of Irvine, California, its architectural review board, any other applicable governmental or quasi-governmental governmental agency and any architectural review committee under the covenants, conditions and restrictions recorded against the Project. Tenant, at its sole cost and expense, shall obtain all other necessary building permits, zoning, regulatory and other approvals in connection with the Exterior Signage. All costs of approval, consent, design, installation, supervision of installation, wiring, maintaining, operating and repairing the Exterior Signage will be at Tenant's sole cost and expense. Tenant shall submit to Landlord reasonably detailed drawings of its proposed Exterior Signage, including without limitation, the size, material, shape, location, coloring and lettering for review and approval by Landlord. The Exterior Signage shall be subject to (i) Landlord's prior review and written approval thereof, which shall not be unreasonably withheld, conditioned or delayed, and (ii) the terms, conditions and restrictions of any recorded covenants, conditions and restrictions encumbering the Project and/or the Building and shall conform to the Building sign criteria and Project sign criteria, if any, and the other reasonable standards of design and motif established by Landlord for the exterior of the Building and/or the Project. Tenant shall reimburse Landlord for any reasonable out-of-pocket costs associated with Landlord's review and supervision as hereinbefore provided including, but not limited to, engineers and other professional consultants. Tenant will be solely responsible for any damage to the Exterior Signage and any damage that the installation, maintenance, repair or removal thereof may cause to the Building or the Project. Tenant agrees upon the expiration date or sooner termination of this Lease, upon Landlord's request, to remove the Exterior Signage and restore any damage to the Building and the Project at Tenant's expense. In addition, Landlord shall have the right to remove the Exterior Signage at Tenant's sole cost and expense, if, at any time during the Term: (aa) Tenant is not leasing the Premises containing at least approximately 24,579 rentable square feet, or (bb) Tenant is then in monetary or material non-monetary Default under any term or condition of this Lease. Notwithstanding anything to the contrary contained herein, if Tenant fails to install the Monument Signage and/or the Building Eyebrow Signage in accordance with the terms of this Section 23.5 within twelve (12) months after the Lease Commencement Date (the "**Outside Signage Installation Date**"), Tenant's right to erect such Exterior Signage shall terminate as of the Outside Signage Installation Date and shall thereupon be deemed null and void and of no further force and effect.

**ARTICLE 24**

**COMPLIANCE WITH LAW**

Tenant shall not do anything or suffer anything to be done in or about the Premises or the Project which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated, including, without limitation, the Americans with Disabilities Act of 1990 (as may be amended) (collectively, the "**Laws**"). At its sole cost and expense, Tenant shall promptly comply with all such Laws which relate to (i) the Premises, (ii) the use of the Premises or the Common Areas by Tenant and any of the Tenant Parties, (iii) any Alterations made by or for Tenant with respect to the Premises, Building or Project, and/or (iv) any tenant improvements, furniture, fixtures, equipment and personal property in the Premises, which compliance obligations shall include, without limitation, the making of any alterations and improvements to the Premises (including any capital improvements therein) required by such Laws. Notwithstanding the foregoing to the contrary, Landlord shall be responsible, as part of Operating Expenses to the extent permitted under Article 4 above, for making all alterations to the following portions of the Building and Project required by applicable Laws: (i) structural portions of the Premises and Building, but not including Tenant Improvements or any Alterations installed by or at the request of Tenant; and (ii) those portions of the Building and Project located outside the Premises; provided, however, Tenant shall reimburse Landlord (or Landlord's property manager), within thirty (30) days after invoice, for the costs of any such improvements and alterations and other compliance costs to the extent necessitated by or resulting from (A) any Alterations or Tenant Improvements installed by or on behalf of Tenant, (B) the negligence or willful misconduct of Tenant or any of Tenant's Parties that is not covered by insurance obtained by Landlord and as to which the waiver of subrogation applies, and/or (C) Tenant's specific manner of use of the Premises (as distinguished from general office use).

**ARTICLE 25**

**LATE CHARGES**

If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) business days after said amount is due, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount; provided, however, that Tenant shall not be required to pay a late charge for the first late payment in any twelve (12) month period, to the extent Tenant pays the amount due within five (5) business days after receipt of written notice from Landlord that Tenant failed to make a payment. The late charge shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. In addition to the late charge described above, any Rent or other amounts owing hereunder which are not paid within ten (10) business days after that the date they are due shall bear interest from the date when due until paid at a rate per annum equal to the lesser of (i) the annual "**Bank Prime Loan**" rate cited in the Federal Reserve Statistical Release Publication H.15 (519), published on the first Tuesday of each calendar month (or such other comparable index as Landlord and Tenant shall reasonably agree upon if such rate ceases to be published) plus two (2) percentage points, and (ii) the highest rate permitted by applicable law.

**ARTICLE 26**

**LANDLORD'S RIGHT TO CURE DEFAULT; PAYMENTS BY TENANT**

26.1 **Landlord's Cure.** All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent, except to the extent, if any, otherwise expressly provided herein. If Tenant shall fail to perform any obligation under this Lease, and, except in case of an emergency, such failure shall continue in excess of the time allowed under Section 19.1, above, unless a specific time period is otherwise stated in this Lease, Landlord may, but shall not be obligated to, make any such payment or perform any such act on Tenant's part without waiving its rights based upon any default of Tenant and without releasing Tenant from any obligations hereunder.

26.2 **Tenant's Reimbursement.** Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord (or Landlord's property manager), within thirty (30) days following delivery by Landlord to Tenant of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedying by Landlord of Tenant's defaults pursuant to the provisions of Section 26.1; and (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in Article 10 of this Lease. Tenant's obligations under this Section 26.2 shall survive the expiration or sooner termination of the Lease Term.

## ARTICLE 27

## ENTRY BY LANDLORD

Landlord (or Landlord's property manager) reserves the right at all reasonable times and upon reasonable notice to Tenant (but in all events at least 24 hours prior notice, except in the case of an emergency when no such notice shall be required) to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, mortgagees or tenants, or to current or prospective mortgagees, ground or underlying lessors or insurers; (iii) post notices of nonresponsibility; or (iv) alter, improve or repair the Premises or the Building, or for structural alterations, repairs or improvements to the Building or the Building's systems and equipment. Notwithstanding anything to the contrary contained in this Article 27, Landlord (or Landlord's property manager) may enter the Premises at any time to (A) perform services required of Landlord, including janitorial service; (B) take possession due to any breach of this Lease in the manner provided herein; and (C) perform any covenants of Tenant which Tenant fails to perform. Landlord (or Landlord's property manager) may make any such entries without the abatement of Rent (except as expressly provided in Section 19.7.2) and may take such reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the above purposes, Landlord shall at all times have a key with which to unlock all the doors in the Premises, excluding Tenant's vaults, safes and special security areas designated in advance by Tenant. In an emergency, Landlord shall have the right to use any means that Landlord may deem proper to open the doors in and to the Premises. Any entry into the Premises by Landlord in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises. With respect to any entry onto the Premises made by Landlord in accordance with the terms of this Article 27, Tenant shall have the right to have a representative of Tenant accompany Landlord within the Premises, provided that such representative is made available at the time of Landlord's entrance onto the Premises, and provided that such representative does not unreasonably interfere with Landlord. No provision of this Lease shall be construed as obligating Landlord to perform any repairs, alterations or decorations except as otherwise expressly agreed to be performed by Landlord herein. Notwithstanding anything to the contrary set forth above, Tenant may reasonably designate certain areas of the Premises as "**Secured Areas**" should Tenant require such areas for the purpose of securing certain valuable property or confidential information. Landlord may not enter such Secured Areas except in the case of emergency (when no such notice shall be required), to comply with Landlord's obligations under this Lease (or in the event of a Landlord inspection, in which case Landlord shall provide Tenant with two [2] days' prior written notice of the specific date and time of such Landlord inspection), and/or as otherwise required by applicable Laws. Landlord shall not be obligated to provide to any areas designated by Tenant as Secured Areas janitorial or other customary Building services which require Landlord's entry to such Secured Areas.

## ARTICLE 28

## TENANT PARKING

28.1 **Tenant Parking Passes**. Tenant shall have the right, but not the obligation, to rent from Landlord, commencing on the Lease Commencement Date, the number of parking passes set forth in Section 8 of the Summary, on a monthly basis throughout the Lease Term, which parking passes shall pertain to the Project parking facility and shall entitle Tenant and/or its personnel to park one (1) vehicle in one (1) parking space per pass rented. Any such passes for reserved parking spaces shall be at locations in the Project parking facility designated by Landlord. Any such passes for unreserved parking spaces shall be on a first-come, first-serve basis; provided that, subject to availability (as reasonably determined by Landlord), Tenant at all times shall have the right to not less than five (5) parking passes for spaces located in the subterranean parking area. Tenant shall pay to Landlord for automobile parking passes on a monthly basis the prevailing rate charged from time to time at the location of such parking passes (the "**Parking Charges**") (currently $60.00 per unreserved parking pass per month, $120.00 per reserved parking pass per month, and $160.00 per subterranean parking pass per month); provided, in no event shall annual increases in the Parking Charges payable by Tenant exceed three percent (3%) annually, on a cumulative and compounding basis. Notwithstanding the forgoing, provided Tenant is not in Default under this Lease, Landlord shall abate Tenant's obligation to pay fifty percent (50%) of the Parking Charges for Tenant's Allocation during the first twelve (12) months of the initial Lease Term (such abated Parking Charges being referred to herein as the "**Abated Parking Charges**"); provided, Tenant shall timely pay the remaining 50% of unabated Parking Charges for Tenant's Allocation. In addition, Tenant shall be responsible for the full amount of any taxes imposed by any governmental authority in connection with the renting of such parking passes by Tenant or the use of the parking facility by Tenant. Tenant's continued right to use the parking passes is conditioned upon Tenant abiding by all rules and regulations which are prescribed from time to time for the orderly operation and use of the parking facility where the parking passes are located, including any sticker or other identification system established by Landlord, Tenant's cooperation in seeing that Tenant's employees and visitors also comply with such rules and regulations. In addition, Tenant shall comply with all applicable governmental resolutions, laws, rules and regulations. Tenant may request, from time to time, additional parking passes, subject to availability (as reasonably determined by Landlord) and Landlord's right to recapture any or all of such additional parking passes upon thirty (30) days' notice to Tenant; provided, the Parking Charges for such additional parking passes shall not be subject to the partial abatement provided in this Section 28.1 above.

28.2 **Other Terms**. Landlord specifically reserves the right to change the size, configuration, design, layout and all other aspects of the Project parking facility at any time, including the right to oversell the parking provided to the tenants of the Project consistent with the practices of landlords of other Comparable Buildings, provided that Landlord shall be required, at all times throughout the Lease Term (except for temporary closures of the parking areas), to provide Tenant with the right to use the number of parking passes to which Tenant is entitled under Section 28.1 above. Further, Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease (except as expressly provided in Section 19.7.2), from time to time, temporarily close-off or restrict access to the Project parking facility for purposes of permitting or facilitating any such construction, alteration or improvements. Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise (except as expressly provided in Section 19.7.2), for failure to provide any parking, including any failure to provide reserved parking spaces, when such failure is occasioned, in whole or in part, by construction, alteration, improvements, repairs or replacements, by any strike, lockout or other labor trouble, by inability to resolve any dispute with any other party to the Development CC&R's after reasonable effort to do so, by any riot or other dangerous condition, emergency, accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause; and such failures shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any parking as set forth in this Article 28. The parking passes rented by Tenant pursuant to this Article 28 are provided solely for use by Tenant and Permitted Non-Transferee Assignees and sublessees permitted under Section 14.9 and their respective personnel and such passes may not be transferred, assigned, subleased or otherwise alienated by Tenant without Landlord's prior approval. Tenant may validate visitor parking by such method or methods as may be established from time to time, at the validation rate from time to time generally applicable to visitor parking.

28.3 **Parking Procedures**. The parking passes initially will not be separately identified; however Landlord reserves the right in its sole and absolute discretion to separately identify by signs or other markings the area to which Tenant’s parking passes relate. Landlord shall have no obligation to monitor the use of such parking facility, nor shall Landlord be responsible for any loss or damage to any vehicle or other property or for any injury to any person. Tenant's parking passes shall be used only for parking of automobiles no larger than full size passenger automobiles, sport utility vehicles or pick-up trucks in connection with Tenant's business operations at the Premises only during the hours that Tenant and/or its personnel are conducting business operations from the Premises; provided, however, occasional overnight parking associated with Tenant's or its personnel's conduct of business from the Premises shall be permitted, subject to Tenant's and/or its personnel's compliance with Landlord's rules related to such overnight parking. Tenant shall comply with all reasonable rules and regulations which may be prescribed from time to time with respect to parking and/or the parking facilities servicing the Project. Tenant shall not at any time use more parking spaces in the Project parking facility than the number of parking passes so allocated to Tenant or park its vehicles or the vehicles of others in any portion of the Project parking facility not designated by Landlord as a non-exclusive parking area. Tenant shall not have the exclusive right to use any specific parking space. If any person or entity has the exclusive right to use any particular parking space(s), Tenant shall not use such spaces. All trucks (other than pick-up trucks) and delivery vehicles shall be (i) parked at the designated areas of the surface parking lot (which designated areas are subject to change by Landlord at any time), (ii) loaded and unloaded in a manner which does not interfere with the businesses of other occupants of the Project, and (iii) permitted to remain on the Project only so long as is reasonably necessary to complete loading and unloading. In the event Landlord elects in its reasonable discretion or is required by any law or by the Development CC&R's to limit or control parking, whether by validation of parking tickets or any other method of assessment, Tenant agrees to participate in such validation or assessment program under such reasonable rules and regulations as are from time to time established by Landlord.

## ARTICLE 29

## MISCELLANEOUS PROVISIONS

29.1 **Terms; Captions.** The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

29.2 **Binding Effect.** Subject to all other provisions of this Lease, each of the covenants, conditions and provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, personal representatives, successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 14 of this Lease.

29.3 **No Air Rights.** No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Project, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease; provided, however, Landlord shall use its commercially reasonable efforts not to permanently block or obstruct any "view" windows of the Premises (to the extent not currently blocked or obstructed as of the Lease Commencement Date).

29.4 **Modification of Lease.** Should any current or prospective mortgagee or ground lessor for the Building or Project require a modification of this Lease, which modification will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are reasonably required therefor and to deliver the same to Landlord within ten (10) business days following a request therefor. At the request of Landlord or any mortgagee or ground lessor, Tenant agrees to execute a short form of Lease and deliver the same to Landlord within ten (10) business days following the request therefor.

29.5 **Transfer of Landlord's Interest.** Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Project or Building and in this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease accruing from and after the effective date of any such transfer and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations first accruing hereunder after the effective date of such transfer, and subject to the terms of the controlling subordination, non-disturbance and attornment agreement, if applicable, such transferee shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord after the date of the transfer, and Tenant shall attorn to such transferee so long as such transferee has assumed and agreed to be bound by all terms and provisions of this Lease arising from and after the effective date of such transfer. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder.

29.6 **Prohibition Against Recording.** Except as provided in Section 29.4 of this Lease, neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant.

29.7 **Landlord's Title.** Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord.

29.8 **Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant.

29.9 **Application of Payments.** Landlord shall have the right to apply payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord, in its sole discretion, may elect.

29.10 **Time of Essence.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

29.11 **Partial Invalidity.** If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

29.12 **No Warranty.** In executing and delivering this Lease, Tenant has not relied on any representations, including, but not limited to, any representation as to the amount of any item comprising Additional Rent or the amount of the Additional Rent in the aggregate or that Landlord is furnishing the same services to other tenants, at all, on the same level or on the same basis, or any warranty or any statement of Landlord which is not set forth herein or in one or more of the exhibits attached hereto.

29.13 **Landlord Exculpation.** The liability of Landlord or the Landlord Parties to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Project or the Premises shall be limited solely and exclusively to an amount which is equal to the interest of Landlord in the Building including any sales or insurance proceeds received by Landlord or the Landlord Parties in connection with the Project, Building or Premises (provided that any claim is made by Tenant within one [1] year following the date of any such sale, as well as any insurance or condemnation proceeds not applied to the restoration of the Project and subject to the prior rights of any mortgagee or ground or underlying lessor of Landlord). Neither Landlord, nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. The limitations of liability contained in this Section 29.13 shall inure to the benefit of Landlord's and the Landlord Parties' present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), or trustee or beneficiary (if Landlord or any partner of Landlord is a trust), have any liability for the performance of Landlord's obligations under this Lease. Notwithstanding any contrary provision herein, neither Landlord nor the Landlord Parties shall be liable under any circumstances for injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

29.14 **Entire Agreement.** It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease constitutes the parties' entire agreement with respect to the leasing of the Premises and supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto.

29.15 **Right to Lease.** Landlord reserves the absolute right to effect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Building or Project.

29.16 **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, acts of terrorism, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease and except as to Tenant's obligations under Articles 5 and 24 of this Lease (collectively, a " **Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

29.17 **Waiver of Redemption by Tenant.** Tenant hereby waives, for Tenant and for all those claiming under Tenant, any and all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

29.18 **Notices.** All notices, demands, statements, designations, approvals or other communications (collectively, "**Notices**") given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (A) sent by United States certified or registered mail, postage prepaid, return receipt requested ("**Mail**"), (B) transmitted by facsimile, if such facsimile is promptly followed by a Notice sent by Mail, (C) delivered by a nationally recognized overnight courier, or (D) delivered personally. Any Notice shall be sent, transmitted, or delivered, as the case may be, to Tenant at the appropriate address set forth in Section 9 of the Summary, or to such other place as Tenant may from time to time designate in a Notice to Landlord, or to Landlord at the addresses set forth in Section 10 of the Summary, or to such other places as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given (i) three (3) days after the date it is posted if sent by Mail, (ii) the date the telecopy is transmitted, (iii) the date the overnight courier delivery is made, or (iv) the date personal delivery is made or attempted to be made. If Tenant is notified of the identity and address of Landlord's mortgagee or ground or underlying lessor, Tenant shall give to such mortgagee or ground or underlying lessor written notice of any default by Landlord under the terms of this Lease by registered or certified mail, and such mortgagee or ground or underlying lessor shall be given a reasonable opportunity to cure such default prior to Tenant's exercising any remedy available to Tenant.

29.19 **Joint and Several.** If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

29.20 **Authority; Tenant Representation.** If Tenant is a corporation, trust, partnership or limited liability company, Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in California and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so. In such event, Tenant shall, within ten (10) business days following receipt of Landlord's written request, deliver to Landlord reasonably satisfactory evidence of such authority and, also deliver to Landlord reasonably satisfactory evidence of (i) good standing in Tenant's state of formation and (ii) qualification to do business in California. If Landlord is a corporation, trust, partnership or limited liability company, Landlord hereby represents and warrants that Landlord is a duly formed and existing entity qualified to do business in California and that Landlord has full right and authority to execute and deliver this Lease and that each person signing on behalf of Landlord is authorized to do so. In such event, Landlord shall, within ten (10) business days following receipt of Tenant's written request, deliver to Tenant reasonably satisfactory evidence of such authority and, also deliver to Tenant reasonably satisfactory evidence of (i) good standing in Landlord's state of formation and (ii) qualification to do business in California. Tenant hereby represents to Landlord that neither Tenant nor any members, partners, subpartners, parent organization, affiliate or subsidiary, or their respective officers, directors, contractors, agents, servants or employees (collectively, "**Tenant Individuals**"), to Tenant's current actual knowledge, appears on any of the following lists (collectively, "**Government Lists**") maintained by the United States government:

29.20.1 The two (2) lists maintained by the United States Department of Commerce (Denied Persons and Entities; the Denied Persons list can be found at http://www.bis.doc.gov/dpl/thedeniallist.asp; the Entity List can be found at http://www.bis.doc.gov/entities/default.htm);

29.20.2 The list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons, which can be found at http://www.ustreas.gov/ofac/t11sdn.pdf);

29.20.3 The two (2) lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties; the State Department List of Terrorists can be found at http://www.state.gov/s/ct/rls/other/des/123085.html; the List of Debarred Parties can be found at http://www.pmddtc.state.gov/compliance/debar.html); and

29.20.4 Any other list of terrorists, terrorist, organizations or narcotics traffickers maintained pursuant to any of the rules and regulations of the Office of Foreign Assets Control, United States Department of Treasury, or by any other government or agency thereof.

29.20.5 Should any Tenant Individuals appear on any Government Lists at any time during the Lease Term, Landlord shall be entitled to terminate this Lease by written notice to Tenant effective as of the date specified in such notice.

29.21 **Attorneys' Fees.** In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys', experts' and arbitrators' fees and costs, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

29.22 **Governing Law; WAIVER OF TRIAL BY JURY.** This Lease shall be construed and enforced in accordance with the laws of the State of California. IN ANY ACTION OR PROCEEDING ARISING HEREFROM, LANDLORD AND TENANT HEREBY CONSENT TO (I) THE JURISDICTION OF ANY COMPETENT COURT WITHIN THE STATE OF CALIFORNIA, (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY CALIFORNIA LAW, AND (III) IN THE INTEREST OF SAVING TIME AND EXPENSE, TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. IN THE EVENT LANDLORD COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NONPAYMENT OF BASE RENT OR ADDITIONAL RENT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION (UNLESS SUCH COUNTERCLAIM SHALL BE MANDATORY) IN ANY SUCH PROCEEDING OR ACTION, BUT SHALL BE RELEGATED TO AN INDEPENDENT ACTION AT LAW.

29.23 **Submission of Lease.** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of, option for or option to lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

29.24 **Brokers.** Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate brokers or agents specified in Section 11 of the Summary (the "**Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, other than the Brokers, occurring by, through, or under the indemnifying party.

29.25 **Independent Covenants.** This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord.

29.26 **Project or Building Name and Signage.** Landlord shall have the right at any time to change the name of the Project and to install, affix and maintain any and all signs on the exterior and on the interior of the Project as Landlord may, in Landlord's sole discretion, desire. Tenant shall not use the name of the Project or use pictures or illustrations of the Project in advertising or other publicity or for any purpose other than as the address of the business to be conducted by Tenant in the Premises, without the prior written consent of Landlord.

29.27 **Counterparts.** This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single lease. The parties agree that electronic signatures, including those delivered by PDF or signed through the electronic signature system known as "DocuSign", shall have the same effect as originals. All parties to this Lease waive any and all rights to object to the enforceability of this Lease based on the form or delivery of signature.

29.28 **Confidentiality.** Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal, and space planning consultants.

29.29 **Transportation Management**. Tenant shall fully comply with all present or future government-mandated programs intended to manage parking, transportation or traffic in and around the Building, and in connection therewith, Tenant shall take responsible action for the transportation planning and management of all employees located at the Premises by working directly with Landlord, any governmental transportation management organization or any other transportation-related committees or entities.

29.30 **No Violation.** Tenant hereby warrants and represents that neither its execution of nor performance under this Lease shall cause Tenant to be in violation of any agreement, instrument, contract, law, rule or regulation by which Tenant is bound, and Tenant shall protect, defend, indemnify and hold Landlord harmless against any claims, demands, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, arising from Tenant's breach of this warranty and representation.

29.31 **Communications and Computer Lines.** Tenant may install, maintain, replace, remove or use any communications or computer wires and cables (collectively, the "**Lines**") at the Project in or serving the Premises, provided that (i) Tenant shall obtain Landlord's prior written consent, use an experienced and qualified contractor approved in writing by Landlord, and comply with all of the other provisions of Articles 7 and 8 of this Lease, (ii) an acceptable number of spare Lines and space for additional Lines shall be maintained for existing and future occupants of the Project, as determined in Landlord's reasonable opinion provided that Tenant shall always be entitled to, at a minimum, its proportionate share of such Lines based upon the rentable square footage of the Premises then leased by Tenant, (iii) the Lines therefor (including riser cables) shall be appropriately insulated to prevent excessive electromagnetic fields or radiation, and shall be surrounded by a protective conduit reasonably acceptable to Landlord, (iv) any new or existing Lines servicing the Premises shall comply with all applicable governmental laws and regulations, (v) as a condition to permitting the installation of new Lines, Landlord may require that Tenant remove existing Lines located in or serving the Premises and repair any damage in connection with such removal, and (vi) Tenant shall pay all costs in connection therewith, including any fees charged by Landlord for Tenant's use of the Building's telecommunications capacity in excess of Tenant's pro rata share thereof. Landlord reserves the right to require that Tenant remove any Lines located in or serving the Premises which are installed in violation of these provisions, or which are at any time in violation of any laws or represent a dangerous or potentially dangerous condition.

29.32 **Office and Communications Services**.

29.32.1 **The Provider**. Landlord has advised Tenant that certain office and communications services may be offered to tenants of the Building by a concessionaire under contract to Landlord ("**Provider**"). Tenant shall be permitted to contract with Provider for the provision of any or all of such services on such terms and conditions as Tenant and Provider may agree.

29.32.2 **Other Terms**. Tenant acknowledges and agrees that: (i) Landlord has made no warranty or representation to Tenant with respect to the availability of any such services, or the quality, reliability or suitability thereof; (ii) the Provider is not acting as the agent or representative of Landlord in the provision of such services, and Landlord shall have no liability or responsibility for any failure or inadequacy of such services, or any equipment or facilities used in the furnishing thereof, or any act or omission of Provider, or its agents, employees, representatives, officers or contractors; (iii) Landlord shall have no responsibility or liability for the installation, alteration, repair, maintenance, furnishing, operation, adjustment or removal of any such services, equipment or facilities; and (iv) any contract or other agreement between Tenant and Provider shall be independent of this Lease, the obligations of Tenant hereunder, and the rights of Landlord hereunder, and, without limiting the foregoing, no default or failure of Provider with respect to any such services, equipment or facilities, or under any contract or agreement relating thereto, shall have any effect on this Lease or give to Tenant any offset or defense to the full and timely performance of its obligations hereunder, or entitle Tenant to any abatement of rent or additional rent or any other payment required to be made by Tenant hereunder, or constitute any accrual or constructive eviction of Tenant, or otherwise give rise to any other claim of any nature against Landlord.

29.33 **Development CC&R's**. This Lease and the terms hereof shall be subject in all respects to the provisions of the Development CC&R's. The term "**Development CC&R's**," as used in this Lease, shall mean and refer to that certain Declaration of Easements, Covenants, Conditions and Restrictions dated November 22, 2004, and recorded November 23, 2004, as Instrument No. 2004001045376 in the Official Records of Orange County, California, as amended.

29.34 **Guaranty**. This Lease is subject to and conditioned upon Tenant delivering to Landlord, concurrently with Tenant's execution and delivery of this Lease, a guaranty in the form attached hereto as **Exhibit E** (the "**Guaranty**"), which Guaranty shall be fully executed by and binding upon Ourgame International Holdings Ltd., as Guarantor. Notwithstanding the foregoing, Tenant represents and warrants that as of the date of this Lease, Guarantor has entered into an agreement with Black Ridge Acquisition Corp. ("**Black Ridge**"), a copy of which is attached hereto as **Exhibit F**, whereby Black Ridge will acquire Allied Esports International, Inc. and WPT Enterprises, Inc. (the "**Merger**"), which is anticipated to close on July 31, 2019. Allied Esports International, Inc. is a wholly owned subsidiary of Tenant and WPT Enterprises, Inc. is affiliated with Tenant. In the event the closing of the Merger occurs, Tenant shall, within 30-days following the effective date of the Merger, deliver to Landlord (a) documentation reasonably acceptable to Landlord evidencing such Merger (the "**Merger Documentation**") and (b) a replacement guaranty substantially in the form of the Guaranty from Allied Esports Entertainment, Inc., a Delaware corporation ("**AEEI**"). Upon Tenant's satisfaction of the requirements of clauses (a) and (b) above, Guarantor shall be released from the Guaranty and all references to the Guarantor in this Lease shall be references to AEEI. Landlord and Tenant shall enter into an amendment to this Lease memorializing any release of the original Guarantor from the Guaranty and within thirty (30) days after Tenant's written request, Landlord shall also provide such written confirmations as the original Guarantor may reasonably request confirming the release of the original Guarantor from its Guaranty.

29.35 **Building Renovations**. It is specifically understood and agreed that Landlord has made no representation or warranty to Tenant and has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises, Building, or any part thereof and that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant except as specifically set forth herein or in the Tenant Work Letter. However, Tenant hereby acknowledges that Landlord may during the Lease Term renovate, improve, alter, or modify (collectively, the " **Renovations**") the Project, the Building and/or the Premises including without limitation the parking structure, Common Areas, systems and equipment, roof, and structural portions of the same, which Renovations may include, without limitation, (i) installing sprinklers in the Building Common Areas and tenant spaces, (ii) modifying the Common Areas and tenant spaces to comply with applicable laws and regulations, including regulations relating to the physically disabled, seismic conditions, and building safety and security, and (iii) installing new floor covering, lighting, and wall coverings in the Building Common Areas, and in connection with any Renovations, Landlord may, among other things, erect scaffolding or other necessary structures in the Building, limit or eliminate access to portions of the Project, including portions of the Common Areas, or perform work in the Building, which work may create noise, dust or leave debris in the Building. Tenant hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent (except as expressly provided in Section 19.7.2). Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the Renovations or Landlord's actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions. In exercising its rights under this Section 29.35 Landlord shall use commercially reasonable efforts to minimize any disruption of or interference with Tenant's use and occupancy of the Premises.

29.36 **Energy Performance Disclosure**. Tenant hereby acknowledges that Landlord may be required to disclose certain information concerning the energy performance of the Building pursuant to California Public Resources Code Section 25402.10, the regulations adopted pursuant thereto and/or pursuant to other similar regulations (collectively as applicable, the "**Energy Disclosure Requirements**"). Tenant further acknowledges that pursuant to the Energy Disclosure Requirements, Landlord may be required in the future to disclose information concerning Tenant's energy usage to certain third parties, including, without limitation, prospective purchasers, lenders and tenants of the Building (the "**Tenant Energy Use Disclosure**"). Tenant hereby (a) consents to all such Tenant Energy Use Disclosures, (b) acknowledges that Landlord shall not be required to notify Tenant of any Tenant Energy Use Disclosure, and (c) agrees that upon request from Landlord, Tenant shall provide Landlord with any energy usage data for the Premises, including, without limitation, copies of utility bills for the Premises. Further, Tenant hereby releases Landlord from any and all losses, costs, damages, expenses and liabilities relating to, arising out of and/or resulting from any Tenant Energy Use Disclosure. The terms of this Section 29.36 shall survive the expiration or earlier termination of this Lease.

29.37 **Anti-Corruption**.

29.37.1 Tenant hereby represents, warrants and covenants that:

i. Tenant and, to Tenant's knowledge, each of the Tenant Individuals, are now in compliance with the Anti-Corruption Laws (defined below). No action, suit or proceeding by or before any court, or government agency, authority or body, or any arbitrator or nongovernmental authority involving Tenant and/or, to Tenant's knowledge, any of the Tenant Individuals with respect to applicable anti-corruption laws is pending, or to Tenant's knowledge, threatened.

ii. No government is investigating or has in the past five (5) years conducted, initiated or threatened any investigation of Tenant and/or, to Tenant's knowledge, any of the Tenant Individuals for alleged violation of Anti-Corruption Laws.

ii. Tenant shall comply with all applicable Anti-Corruption Laws in connection with the performance of all duties and obligations relating to this Lease.

iv. Without limiting the foregoing, Tenant shall not cause or knowingly permit Landlord, Landlord's property manager or any of the Tenant Individuals to either directly or indirectly, pay, offer, promise or authorize a Prohibited Payment (defined below).

v. Intentionally omitted.

vi. Tenant shall immediately notify in writing Landlord and Landlord's property manager if Tenant becomes aware of facts or information which suggest a breach of the foregoing Anti-Corruption covenants or the Anti-Corruption Laws.

29.37.2 The breach by Tenant of any of its representations, warranties and/or covenants contained in this Section 29.37 shall constitute a material breach of this Lease. In the event Landlord or Landlord's property manager has reason to believe that a breach of any of the representations, warranties or covenants in this Section 29.37 has occurred or will occur, Landlord may withhold further payments until such time as it is satisfied that no breach has occurred or will occur. Landlord shall not be liable to Tenant for any claim, losses or damages whatsoever related to its decision to withhold payments under this provision.

29.37.3 The provisions of this Section 29.37 and any warranties, representations or covenants made thereunder shall survive any expiration or earlier termination of this Lease.

29.37.4 As used in this Lease:

i. "**Anti-Corruption Laws**" shall mean all laws, rules, and regulations of any jurisdiction applicable to the relevant party concerning or related to bribery or corruption, including laws governing the bribery or corruption of domestic U.S. federal, state, or local Government Officials, non-U.S. Government Officials, and commercial bribery.

ii. "**Government Official**" shall mean any (i) official or employee of a U.S. or non-U.S. government body, department, agency, instrumentality, or government-controlled entity, or a public international organization; (ii) political party or official thereof, or candidate for political office; or (iii) person acting in an official capacity for or on behalf of any of the foregoing.

iii. "**Prohibited Payment**" shall mean any direct or indirect payment, offer, promise or authorization of money or anything of value, to a Government Official or to any other person (i) for the purpose of influencing any act by or decision of such Government Official or such person in order to obtain or retain business or to direct business to any person, or securing any improper advantage, or (ii) when such offer, payment, promise or authorization would be unlawful under applicable laws, including commercial bribery laws.

29.38 **CASp**. For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that neither the Premises, the Building, nor the Project, have undergone inspection by a Certified Access Specialist (CASp). In addition, the following notice is hereby provided pursuant to Section 1938(e) of the California Civil Code: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of and in connection with such notice: (i) Tenant, having read such notice and understanding Tenant's right to request and obtain a CASp inspection and with advice of counsel, hereby elects not to obtain such CASp inspection and forever waives its rights to obtain a CASp inspection with respect to the Premises, Building and/or Project to the extent permitted by applicable Laws now or hereafter in effect; and (ii) if the waiver set forth in clause (i) hereinabove is not enforceable pursuant to applicable Laws now or hereafter in effect, then Landlord and Tenant hereby agree as follows (which constitute the mutual agreement of the parties as to the matters described in the last sentence of the foregoing notice): (A) Tenant shall have the one-time right to request for and obtain a CASp inspection, which request must be made, if at all, in a written notice delivered by Tenant to Landlord on or before the Lease Commencement Date; (B) any CASp inspection timely requested by Tenant shall be conducted (1) between the hours of 9:00 a.m. and 5:00 p.m. on any business day, (2) only after ten (10) days' prior written notice to Landlord of the date of such CASp inspection, (3) in a professional manner by a CASp designated by Landlord and without any testing that would damage the Premises, Building or Project in any way, and (4) at Tenant's sole cost and expense, including, without limitation, Tenant's payment of the fee for such CASp inspection, the fee for any reports prepared by the CASp in connection with such CASp inspection (collectively, the "**CASp Reports**") and all other costs and expenses in connection therewith; (C) Tenant shall deliver a copy of any CASp Reports to Landlord within two (2) business days after Tenant's receipt thereof; (D) Tenant, at its sole cost and expense, shall be responsible for making any improvements, alterations, modifications and/or repairs to or within the Premises to correct violations of construction-related accessibility standards including, without limitation, any violations disclosed by such CASp inspection; and (E) if such CASp inspection identifies any improvements, alterations, modifications and/or repairs necessary to correct violations of construction-related accessibility standards relating to those items of the Building and Project located outside the Premises that are Landlord's obligation to repair as expressly set forth herein, then Landlord shall perform such improvements, alterations, modifications and/or repairs as and to the extent required by applicable Laws to correct such violations, and Tenant shall reimburse Landlord for the cost of such improvements, alterations, modifications and/or repairs within ten (10) business days after Tenant's receipt of an invoice therefor from Landlord.

29.39 **Moving Allowance.** Provided Tenant is not in Default under this Lease, Landlord shall provide Tenant with an allowance of up to $10.00 per rentable square foot (i.e., up to $245,790.00, based upon the Premises containing 24,579 rentable square feet) (the "**Moving Allowance**") towards reimbursement of Tenant's actual and reasonable out-of-pocket furniture, fixtures and equipment, IT/telecommunication costs, security systems, project management, design and moving and relocation costs (collectively "**Moving Costs**") or towards payment of any Over-Allowance Amount (as defined in the Tenant Work Letter); provided, in no event will any Moving Allowance be used to pay for Tenant's artifacts, equipment, telephone systems or any other item of personal property, and further provided that Tenant submits to Landlord copies of contracts, lien releases, receipts and invoices (and to the extent requested by Landlord, other back-up documentation) evidencing such Moving Costs and Tenant's payment in full therefor (collectively, the "**Cost Documentation**"). Tenant shall submit to Landlord within six (6) months following the Lease Commencement Date (the "**Moving Allowance Date**"), one or more invoices for the Moving Costs accompanied by the Cost Documentation and/or a request that Landlord apply any unused portion of the Moving Allowance towards the payment of any Over-Allowance Amount (the "**Moving Allowance Disbursement Request**"). If Tenant fails to submit the Moving Allowance Disbursement Request to Landlord by the Moving Allowance Date, Tenant shall be deemed to have waived all right and interest in and to any Moving Allowance.

29.40 **Rooftop Equipment.** Tenant shall have the non-exclusive right to install, at Tenant's sole cost and expense, one (1) one antenna or satellite dish upon the roof of the Building and use existing fiber optic and television cables presently located in the Building without any representation or warranty by Landlord as to the condition of the same (collectively, the "**Rooftop Equipment**") under the following conditions: (i) all plans and specifications for the Rooftop Equipment, including but not limited to, weight, configuration, location, means of installation, cabling and screening of the Rooftop Equipment are subject to the prior approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed; (ii) Tenant shall provide evidence to Landlord that Tenant has obtained all governmental approvals and permits required for the installation and operation of the Rooftop Equipment; (iii) Tenant shall provide evidence to Landlord of insurance coverage for the installation, location, repair, removal, and operation of the Rooftop Equipment, with Landlord as an additional insured, all in form and substance reasonably approved by Landlord and such insurance shall be maintained during the Term of this Lease; (iv) Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all loss, liability, cost and expense incurred by Landlord as a result of the installation, location, repair, removal, or operation of the Rooftop Equipment on the Building; (v) Tenant shall be responsible for the installation, engineering, maintenance, repair and removal of the Rooftop Equipment and appurtenant equipment in accordance with all federal, state and local laws, and ordinances; (vi) no roof penetrations shall be made without obtaining Landlord's prior written consent (which may be withheld in Landlord's sole discretion); (vii) Tenant shall be responsible for any impairment of Landlord's roof warranty as a result of installation of the Rooftop Equipment; (viii) Tenant shall, at its own expense, promptly repair any damage or wear to the roof resulting from the installation and use of the Rooftop Equipment and appurtenant equipment; (ix) the operation of the Rooftop Equipment shall be for Tenant's internal use only; and (x) the Rooftop Equipment shall not interfere with the use of any other equipment located on the roof of the Building. Landlord shall grant Tenant reasonable access to the roof for such installation, maintenance, repair, and removal of the Rooftop Equipment. Upon the expiration of this Lease, Tenant shall promptly remove the Rooftop Equipment and appurtenant equipment and repair any damage caused by such removal. Tenant shall be responsible for any and all costs relating to the Rooftop Equipment and Tenant's exercise of its rights under this Section 29.40, including, without limitation, installation, maintenance, repair and removal costs.

29.41 **Storage Space.** During the Lease Term, Tenant shall have the right to lease certain storage space in the Project known as Storage Space #ST100, containing approximately 5,000 rentable square feet of space (the "**Storage Space**"). Tenant shall pay a storage space rental in the amount of $0.50 per rentable square foot per month (i.e., $2,500.00 per month, based upon the Storage Space containing 5,000 rentable square feet) ("**Storage Space Rental**"), payable in equal monthly installments in advance on or before the first day of each month of the Lease Term. Storage Space Rental is deemed Additional Rent under this Lease.

29.41.1 The Storage Space shall be used by Tenant for the storage of furniture, equipment, inventory or other non-perishable items normally used in Tenant's business (exclusive of any items or materials which may be deemed to be hazardous to the environment or hazardous to human life or safety), and for no other purpose whatsoever. Tenant agrees to keep the Storage Space in a neat and orderly fashion and to keep all stored items in cartons, file cabinets or other suitable containers. All items stored in the Storage Space shall be at least eighteen inches (18") below the bottom of all sprinklers located in the ceiling of the Storage Space, if any. Tenant shall not store anything in the Storage Space which is unsafe or which otherwise may create a hazardous condition, or which may increase Landlord's insurance rates, or cause a cancellation or modification of Landlord’s insurance coverage. Without limitation, Tenant shall not store any flammable, combustible or explosive fluid, chemical or substance nor any perishable food or beverage products, except with Landlord’s prior written approval. Landlord reserves the right to adopt and enforce reasonable rules and regulations governing the use of the Storage Space from time to time.

29.41.2 All terms and provisions of this Lease shall be applicable to the Storage Space, including, without limitation, provisions with respect to indemnity and insurance, except that Landlord need not supply air-cooling, heat, water, janitorial service, cleaning, window washing or electricity to the Storage Space and Tenant shall not be entitled to any work allowances, rent credits, expansion rights or renewal rights with respect to the Storage Space.

29.41.3 Tenant agrees to accept the Storage Space in its "AS-IS" and "WHERE-IS" condition existing on the Lease Commencement Date.

29.41.4 Landlord shall have the right one time during the Term of this Lease, upon not less than thirty (30) days' prior written notice to Tenant, to relocate the Storage Space to another storage location in the Building; provided that the size of the relocated Storage Space is not less than the size of the initial Storage Space, Landlord pays all reasonable third-party costs to move Tenant's effects to the new Storage Space (not to exceed $5,000.00), and notwithstanding that the relocated Storage Space may be larger than the initial Storage Space, Tenant shall pay Storage Space Rental based on the square footage of the initial Storage Space.

29.41.5 Tenant shall not, without the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned or delayed), assign, sublease, transfer or encumber the Storage Space or grant any license, concession or other right of occupancy or permit the use of the Storage Space by any party other than Original Tenant or a Non-Transferee Assignee.

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IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

**LANDLORD:**

**QUINTANA OFFICE PROPERTY LLC,**
**a Delaware limited liability company**

By: _____

Name: _____

Title: _____

**TENANT:**

**ALLIED ESPORTS MEDIA, INC.,**
**a Delaware corporation**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**EXHIBIT A**

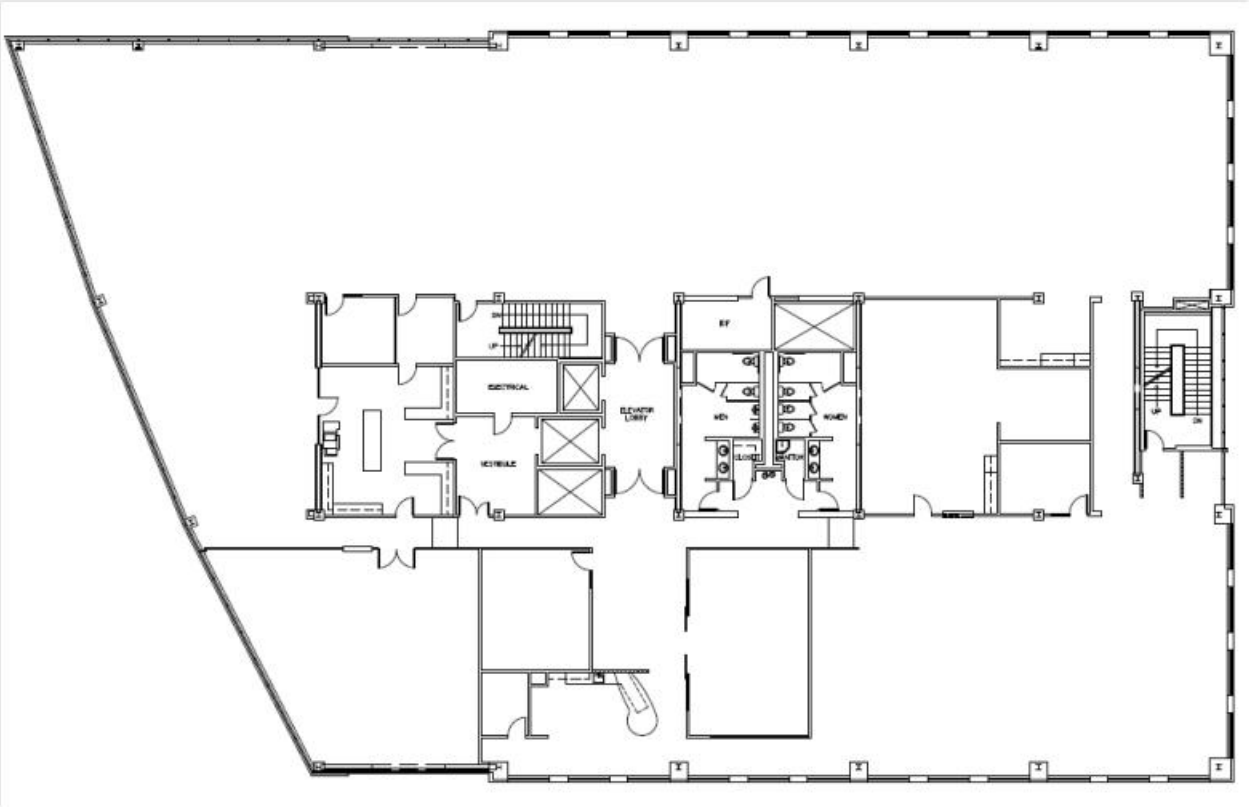
**CONCEPTUAL OUTLINE OF PREMISES**

**EXHIBIT A-1**

**DEPICTION OF BUILDING AND PROJECT**

**EXHIBIT A-2**

**DEPICTION OF TEMPORARY SPACE**




***Note: The exact location of the Temporary Space upon the second (2nd) floor shall be mutually agreed upon by Landlord and Tenant.***

**EXHIBIT B**

**TENANT WORK LETTER**
**(Tenant Build with Allowance)**

1. **TENANT IMPROVEMENTS**. As used in the Lease and this Work Letter, the term "**Tenant Improvements**" or "**Tenant Improvement Work**" means those items of general tenant improvement construction shown on the Final Plans (described in Section 4 below), more particularly described in Section 5 below. Landlord shall deliver the Premises with the following without deduction from the Tenant Improvement Allowance: (i) the main HVAC distribution loop (and secondary loop if it is a dual duct system) serving the Premises in good working order; (ii) the fire sprinkler system serving the Premises fully operational per code for vacant space; (iii) exterior window coverings installed in the Premises and in new or near/like new condition; (iv) all Common Areas of the Building, including restrooms, and path of travel compliant with all applicable laws as of the date of the Lease, and with respect to the Common Area restrooms only, the same shall be improved cosmetically to the current Building standard applicable as of the date of the Lease; (v) the power panels and transformers (fused to current code) and life safety panels operable and ready for distribution of Tenant's Building standard lighting, power, and life safety equipment; (vi) the freight elevator vestibule, core walls, the area above and below windows, and columns, all in paint-ready condition; and (vii) the floor in a level condition within industry standards.

2. **WORK SCHEDULE**. Prior to commencing construction, Tenant will deliver to Landlord, for Landlord's review, a schedule ("**Work Schedule**"), which will set forth the timetable for the planning and completion of the installation of the Tenant Improvements.

3. **CONSTRUCTION REPRESENTATIVES**. Landlord hereby appoints the following person(s) as Landlord's representative ("**Landlord's Representative**") to act for Landlord in all matters covered by this Work Letter, until further written notice from Landlord: Dan Harper.

Tenant hereby appoints the following person(s) as Tenant's representative ("**Tenant's Representative**") to act for Tenant in all matters covered by this Work Letter, until further written notice from Tenant: Dennis Potts.

All communications with respect to the matters covered by this Work Letter are to be made to Landlord's Representative or Tenant's Representative, as the case may be, in writing in compliance with the notice provisions of the Lease. Either party may change its representative under this Work Letter at any time by written notice to the other party in compliance with the notice provisions of the Lease.

4. **TENANT IMPROVEMENT PLANS**

(a) **Preparation of Space Plans**. In accordance with the Work Schedule, Landlord agrees to meet with Tenant's architect and/or space planner for the purpose of promptly reviewing preliminary space plans for the layout of the Premises prepared by Tenant ("**Space Plans**"). The Space Plans are to be sufficient to convey the architectural design of the Premises and layout of the Tenant Improvements therein and are to be submitted to Landlord in accordance with the Work Schedule for Landlord's approval. If Landlord reasonably disapproves any aspect of the Space Plans, Landlord will advise Tenant in writing of such disapproval and the reasons therefor in accordance with the Work Schedule; provided, however, Landlord shall only be permitted to withhold its approval if such Tenant Improvements are not customary office improvements or will adversely affect the mechanical, electrical, plumbing, heating, ventilating and air conditioning, life-safety or other systems of the Building, the curtain wall of the Building, the structure or exterior appearance of the Building, or any other leased premises in the Building (collectively, a "Design Problem"). Tenant will then submit to Landlord for Landlord's approval, in accordance with the Work Schedule, a redesign of the Space Plans incorporating the revisions reasonably required by Landlord.

( b ) **Preparation of Final Plans**. Based on the approved Space Plans, and in accordance with the Work Schedule, Tenant's architect will prepare complete architectural plans, drawings and specifications and complete engineered mechanical, structural and electrical working drawings for all of the Tenant Improvements for the Premises (collectively, the "**Final Plans**"). The Final Plans will show: (a) the subdivision (including partitions and walls), layout, lighting, finish and decoration work (including carpeting and other floor coverings) for the Premises; (b) all internal and external communications and utility facilities which will require conduiting or other improvements from the base Building shell work and/or within common areas; and (c) all other specifications for the Tenant Improvements. The Final Plans will be submitted to Landlord for signature to confirm that they are consistent with the Space Plans. If Landlord reasonably disapproves any aspect of the Final Plans based on any inconsistency with the Space Plans, Landlord agrees to advise Tenant in writing of such disapproval and the reasons therefor within the time frame set forth in the Work Schedule; provided, however, Landlord shall only be permitted to withhold its approval if such Tenant Improvements will cause a Design Problem. In accordance with the Work Schedule, Tenant will then cause Tenant's architect to redesign the Final Plans incorporating the revisions reasonably requested by Landlord so as to make the Final Plans consistent with the Space Plans.

( c ) **Requirements of Tenant's Final Plans**. Tenant's Final Plans will include locations and complete dimensions, and the Tenant Improvements, as shown on the Final Plans, will: (i) be compatible with the Building shell and with the design, construction and equipment of the Building; (ii) if not comprised of the Building standards established by Landlord from time to time (the "**Standards**"), then compatible with and of at least equal quality as the Standards and reasonably approved by Landlord; (iii) comply with all applicable laws, ordinances, rules and regulations of all governmental authorities having jurisdiction, and all applicable insurance regulations; and (iv) not require Building service beyond the level normally provided to other tenants in the Building and will not overload the Building floors. In no event shall Tenant be required to construct a suspended ceiling in any portion of the Premises. Tenant shall not be required to construct the improvements in accordance with LEED standards.

( d ) **Submittal of Final Plans**. Once approved by Landlord and Tenant, Tenant's architect will submit the Final Plans to the appropriate governmental agencies for plan checking and the issuance of a building permit. Tenant's architect, with Landlord's cooperation, will make any changes to the Final Plans which are requested by the applicable governmental authorities to obtain the building permit. After approval of the Final Plans no further changes may be made without the prior written approval of both Landlord and Tenant, and then only after agreement by Tenant to pay any excess costs resulting from the design and/or construction of such changes that is not covered by the Allowance. Landlord may not disapprove of any changes unless they would cause a Design Problem.

( e ) **Changes to Shell of Building**. If the Final Plans or any amendment thereof or supplement thereto shall require changes in the Building shell, the increased cost of the Building shell work caused by such changes will be paid for by Tenant or charged against the "Allowance" described in Section 5 below.

( f ) **Work Cost Estimate and Statement**. Prior to the commencement of construction of any of the Tenant Improvements shown on the Final Plans, Tenant will submit to Landlord a written estimate of the cost to complete the Tenant Improvement Work, which written estimate will be based on the Final Plans taking into account any modifications which may be required to reflect changes in the Final Plans required by the City or County in which the Premises are located (the "**Work Cost Estimate**"). If the total costs reflected in the Work Cost Estimate exceed the Allowance described in Section 5 below, Tenant agrees to pay such excess monthly and on a pro rata basis along with the Allowance.

( g ) **Change Orders**. Landlord shall approve or disapprove all Change Orders within ten (10) business days after receipt of a Change Order from Tenant. If Landlord disapproves the Change Order, Landlord shall return the Change Order to Tenant within ten (10) business days of its receipt of a Change Order with a detailed statement of Landlord's disapproval, or specifying any required corrections and/or revisions; provided, however, in the event Landlord fails or timely refuses to provide such approval or disapproval, the Change Order shall be deemed approved five (5) business days after Landlord receives a second written request from Tenant requesting Landlord's approval or disapproval of such Change Order from Tenant. Landlord shall approve or disapprove any revisions to a Change Order by written notice to Tenant within five (5) business days after receipt of such revisions; provided, however, in the event Landlord fails or refuses to timely provide such approval or disapproval, the revised Change Order shall be deemed approved three (3) business days after Landlord receives a second written request from Tenant requesting Landlord's approval or disapproval of such revisions to a Change Order from Tenant. This procedure shall be repeated until Landlord approves the Change Order.

( h ) **Conduits**. Tenant shall have the right to use existing telecom conduits or construct new conduits, install cables, equipment and other related telecommunications facilities for Tenant's network into the Building.

5. **PAYMENT FOR THE TENANT IMPROVEMENTS**

(a) **Allowance**. Tenant shall be entitled to a tenant improvement allowance (the "**Tenant Improvement Allowance** " or "**Allowance**") in the amount set forth in Section 12 of the Summary attached to the Lease for the costs relating to the initial design and construction of Tenant's improvements which are permanently affixed to the Premises (the "**Tenant Improvements**"). In no event shall Landlord be obligated to make disbursements pursuant to this Tenant Work Letter in a total amount which exceeds the Tenant Improvement Allowance. Subject to Section 5(e) of this Tenant Work Letter, the Allowance is to be used only for:

(i) Payment of the cost of preparing the Space Plans and the Final Plans, including mechanical, electrical, plumbing and structural drawings and of all other aspects necessary to complete the Final Plans. The Allowance will not be used for payments to any other consultants, designers or architects other than Landlord's architect and/or Tenant's architect.

(ii) The payment of plan check, permit and license fees relating to construction of the Tenant Improvements.

(iii) Construction of the Tenant Improvements, including, without limitation, the following:

(aa) Installation within the Premises of all partitioning, doors, floor coverings, ceilings, wall coverings and painting, millwork and similar items;

(bb) All electrical wiring, lighting fixtures, outlets and switches, and other electrical work necessary for the Premises;

(cc) The furnishing and installation of all duct work, terminal boxes, diffusers and accessories necessary for the heating, ventilation and air conditioning systems within the Premises, including the cost of meter and key control for after-hour air conditioning;

(dd) Any additional improvements to the Premises required for Tenant's use of the Premises including, but not limited to, odor control, special heating, ventilation and air conditioning, noise or vibration control or other special systems or improvements;

(ee) All fire and life safety control systems such as fire walls, sprinklers, halon, fire alarms, including piping, wiring and accessories, necessary for the Premises;

(ff) All plumbing, fixtures, pipes and accessories necessary for the Premises;

(gg) Testing and inspection costs; and

(hh) Fees and costs attributable to general conditions associated with the construction of the Tenant Improvements, the fees and costs of Tenant's project manager plus a one percent (1%) construction management fee ("**Construction Management Fee**") to cover the services of Landlord's tenant improvement coordinator.

(iv) All other reasonable and customary out-of-pocket costs incurred by Tenant for construction of the Tenant Improvements in the Premises.

Tenant may exceed the amount of the Tenant Improvement Allowance by up to $30.00 per rentable square foot of the Premises (the "**Additional Allowance**"), subject to the following. The portion of the Additional Allowance used by Tenant, if any, shall be amortized over the initial 167-month Lease Term, with interest at the rate of seven percent (7%) per annum, in the form of additional Base Rent (but shall under no circumstances be subject to abatement for any reason and shall not be part of the Abated Amount). For example, if the amount of the Additional Allowance utilized is $30.00 per rentable square foot, or $737,370.00, then the Base Rent for all 167 installments due during the initial Lease Term would be increased by $6,921.73 per month, which amount includes the interest factor. If the increased payment amounts are determined after the Lease Commencement Date, then within thirty (30) days after Landlord's demand, Tenant shall pay the total amount attributable to the increased installments for the months which have already passed. If Tenant's Default results in a termination of the Lease, the entire remaining Additional Allowance (plus all interest earned and unearned) shall be immediately payable by Tenant to Landlord.

(b) **Excess Costs**. The cost of each item referenced in Section 5(a) above shall be charged against the Allowance. If the work cost exceeds the Allowance, Tenant shall be solely responsible for payment of all excess costs, including the Construction Management Fee, which fee shall be paid to Landlord within thirty (30) days after invoice therefor. Except as expressly provided herein, in no event will the Allowance be used to pay for Tenant's artifacts, equipment, telephone systems or any other item of personal property which is not affixed to the Premises. Notwithstanding anything in this Tenant Work Letter or the Lease to the contrary, if the work cost exceeds the Allowance, following Landlord's reimbursement of any design costs incurred by Tenant out of the Allowance, Landlord shall only be required to disburse on a monthly basis out of the Allowance Landlord's pro rata share of the monthly total work cost minus the ten percent (10%) retention described below. For example, if the total work cost is anticipated to be $180.00 per rentable square foot (i.e., twice the amount of the Allowance), then Landlord and Tenant shall each pay fifty percent of any monthly construction bills (provided Landlord's portion of such construction bills shall be reduced by the ten percent (10%) retention described below).

(c) **Changes**. Any changes to the Final Plans will be approved by Landlord and Tenant in the manner set forth in Section 4 above. Tenant shall be solely responsible for any additional costs associated with such changes that exceed the Allowance including the Construction Management Fee, which fee shall be paid to Landlord within thirty (30) days after invoice therefor. Landlord will have the right to decline Tenant's request for a change to the Final Plans if such changes would create a Design Problem.

(d) **Governmental Cost Increases**. If increases in the cost of the Tenant Improvements as set forth in the Work Cost Statement are due to requirements of any governmental agency, Tenant shall be solely responsible for such additional costs including the Construction Management Fee, which fee shall be paid to Landlord within thirty (30) days after invoice therefor; provided, however, that Landlord will first apply toward any such increase any remaining balance of the Allowance.

(e) **Unused Allowance Amounts**. Any unused portion of the Allowance upon completion of the Tenant Improvements will not be refunded to Tenant or be available to Tenant as a credit against any obligations of Tenant under the Lease. Provided Tenant is not in Default, Tenant shall be permitted, subject to prior written request given to Landlord no later than one hundred eighty (180) days after substantial completion of the Tenant Improvements (the "**Outside Allowance Date**"), to apply up to (i) $20.00 per rentable square foot of any unused Tenant Improvement Allowance (i.e., up to $491,580.00 based upon the Premises containing 24,579 rentable square feet) and (ii) up to $15.00 per rentable square foot of any unused Additional Allowance (i.e., up to $368,685.00 based upon the Premises containing 24,579 rentable square feet) towards design costs and the costs of furniture, fixtures and equipment, IT/telecommunication costs and security systems. Any portion of the Tenant Improvement Allowance or Additional Allowance which remains unused, unapplied and/or unrequested as of the Outside Allowance Date shall not be available to Tenant and Landlord shall have no obligation to pay any portion thereof.

(f) **Monthly Disbursement of the Tenant Improvement Allowance**. Provided Tenant is not in Default under the Lease or this Work Letter, Landlord shall disburse the Tenant Improvement Allowance to Tenant to pay for Landlord's pro rata share of the actual construction costs which Tenant incurs in connection with the construction of the Tenant Improvements in accordance with the following:

(i) If Tenant desires to request a disbursement of the Tenant Improvement Allowance, then on or before the twentieth (20th) day of the calendar month in which such disbursement request is made (or such other date as Landlord may designate), Tenant shall deliver to Landlord the items described below and shall satisfy the following conditions ("**Evidence of Completion and Payment**"):

(A) Tenant has delivered to Landlord a draw request ("**Draw Request**") in a commercially reasonable form with respect to the Tenant Improvements specifying the portion of the Tenant Improvements that has been completed, together with invoices, receipts and bills evidencing the costs and expenses set forth in such Draw Request and evidence of payment by Tenant for all costs which were previously paid by Landlord to Tenant in connection with Tenant Improvements covered by any prior Draw Request, if applicable. The Draw Request shall constitute a representation by Tenant that the Tenant Improvements identified therein have been completed in a good and workmanlike manner and in accordance with the Final Plans and the Work Schedule;

(B) The architect for the Tenant Improvements has certified to Landlord that the Tenant Improvements have been completed as indicated in the Draw Request in accordance with the Final Plans;

(C) Tenant has delivered to Landlord executed mechanic's lien releases from all of Tenant's contractors and subcontractors for which has been requested (conditional as to amounts not yet paid and unconditional as to amounts already paid); provided, however, that with respect to fees and expenses of the architect, project managers or other similar consultants, Tenant shall only be required to deliver to Landlord reasonable evidence of incurring the cost or an invoice for services performed;

(D) Landlord or Landlord's architect or construction representative has inspected the Tenant Improvements and reasonably determined that the portion of the Tenant Improvements covered by the Draw Request has been completed in a good and workmanlike manner;

Thereafter, Landlord shall deliver a check to Tenant in payment of the lesser of: (x) the amount so requested by Tenant (subject to the terms of Section 5 (b) above), which such amount shall account for the withholding of a ten percent (10%) retention by Tenant's general contractor (the aggregate amount of such retentions to be known as the "**Final Retention**"), and (y) the balance of any remaining available portion of the Tenant Improvement Allowance (not including the Final Retention), provided that Landlord does not dispute any request for payment based on non-compliance of any work with the Approved Final Plans. Landlord's payment of such amounts shall not be deemed Landlord's approval or acceptance of the work furnished or materials supplied as set forth in Tenant's payment request.

(ii) The Final Retention shall be disbursed to Tenant only when Landlord has received Evidence of Completion and Payment as to all of the Tenant Improvements as provided hereinabove and the following conditions have been satisfied:

(A) Thirty-five (35) days shall have elapsed following the filing of a valid notice of completion by Tenant for the Tenant Improvements;

(B) A certificate of occupancy (or equivalent, if the City of Irvine does not issue certificates of occupancy) for the Tenant Improvements and the Premises has been issued by the appropriate governmental body;

(C) Tenant has delivered to Landlord: (i) properly executed mechanics lien releases from all of Tenant's contractors, agents and suppliers in compliance with California Civil Code Sections 8132-8138, which lien releases shall be conditional with respect to the then-requested payment amounts and unconditional with respect to payment amounts previously disbursed by Landlord; (ii) an application and certificate for payment (AIA form G702-1992 or equivalent) signed by Tenant's architect/space planner; (iii) original stamped building permit plans; (iv) copy of the building permit; (v) original stamped building permit inspection card with all final sign-offs; (vi) a reproducible copy (in a form approved by Landlord) of the "as-built" drawings of the Tenant Improvements; (vii) air balance reports; (viii) excess energy use calculations; (ix) one year warranty letters from Tenant's contractors; (x) manufacturer's warranties and operating instructions; (xi) final punchlist completed and signed off by Tenant's architect/space planner; and (xii) an acceptance of the Premises signed by Tenant;

(D) Landlord has determined that the work was constructed in accordance with the Final Plans; and

(E) Tenant has delivered to Landlord evidence satisfactory to Landlord that all construction costs in excess of the Allowance have been paid for by Tenant.

(iii) With respect to disbursements of the Allowance pursuant to Section 5(e) above, Tenant shall only be required to deliver to Landlord invoices for the cost for the expenses (unless Landlord has received a preliminary notice in connection with such costs in which event conditional lien releases must be submitted in connection with such costs). Landlord shall disburse amounts for such expenses disbursable to Tenant pursuant to Section 5(e) above within thirty (30) days after receipt of such invoices and, if applicable, conditional lien releases.

Notwithstanding anything to the contrary contained hereinabove, all disbursements of the Tenant Improvement Allowance shall be subject to the prior deduction of the portion of the Construction Management Fee allocable to the Tenant Improvements described in the applicable Draw Request.

(g) **Books and Records**. At its option, Landlord, at any time within one (1) year after final disbursement of the Allowance to Tenant, and upon at least ten (10) days prior written notice to Tenant, may cause an audit to be made of Tenant's books and records relating to Tenant's expenditures in connection with the construction of the Tenant Improvements. Tenant shall maintain complete and accurate books and records in accordance with generally accepted accounting principles of these expenditures for at one (1) year. Tenant shall make available to Landlord's auditor at the Premises within ten (10) business days following Landlord's notice requiring the audit, all books and records maintained by Tenant pertaining to the construction and completion of the Tenant Improvements. In addition to all other remedies which Landlord may have pursuant to the Lease, Landlord may recover from Tenant the reasonable cost of its audit if the audit discloses that Tenant falsely reported to Landlord expenditures which were not in fact made or falsely reported a material amount of any expenditure or the aggregate expenditures in amounts that exceed 5% of the Allowance.

(h) **Failure to Pay**. If the whole or any portion of the Tenant Improvement Allowance is not paid within the time periods set forth in thisSection 5, then the unpaid amount shall bear interest at the Interest Rate from the date said unpaid amount was due to the date the same is paid, and, subject to the terms of Section 19.6 of the Lease, Tenant may offset such amount, together with interest thereon until the date of offset, against the Rent due under the Lease.

6. **CONSTRUCTION OF TENANT IMPROVEMENTS**. Following Landlord's approval of the Final Plans and the Work Cost Statement described in Section 4(f) above, Tenant's contractor (selected as provided in Section 8(n)) will commence and diligently proceed with the construction of the Tenant Improvements. Tenant shall use diligent efforts to cause its contractor to complete the Tenant Improvements in a good and workmanlike manner in accordance with the Final Plans and the Work Schedule. Tenant agrees to use diligent efforts to cause construction of the Tenant Improvements to commence promptly following the issuance of a building permit for the Tenant Improvements. Landlord shall have the right to enter upon the Premises to inspect Tenant's construction activities following reasonable advance notice Tenant.

7. **DELIVERY OF POSSESSION; TERM AND RENT COMMENCEMENT DATE**

(a) **Delivery of Possession**. Subject to Tenant's delivery of the items specified in the first sentence of Section 1.6 of the Lease, Landlord agrees to use its commercially reasonable efforts to deliver possession of the Premises to Tenant substantially concurrently with the mutual execution and delivery of the Lease (the "**Scheduled Turnover Date**"). Tenant agrees that if Landlord is unable to deliver possession of the Premises to Tenant on or prior to the Scheduled Turnover Date specified in the Basic Lease Information section of the Lease, the Lease will not be void or voidable, nor will Landlord be liable to Tenant for any loss or damage resulting therefrom. The actual date upon which Landlord turns over possession of the Premises to Tenant is the "**Turnover Date**." Landlord, at its sole cost and expense, shall warrant that the Building, Premises and the Building Systems, including, without limitation, HVAC, mechanical, electrical, plumbing, elevators, structural components, windows and doors, exterior façade, outdoor exterior patio and Building's parking structure will be delivered to Tenant in good working order and condition and in compliance with all codes and regulations in effect as of the Delivery Date; provided, however, Landlord shall have no liability hereunder for (aa) any breach of the above warranty unless Tenant notifies Landlord in writing of such breach within forty-five (45) days following the Delivery Date, and/or (bb) repairs or replacements necessitated by the acts or omissions of Tenant and/or of Tenant's representatives, agents, contractors and/or employees; and provided further that as Tenant's sole remedy for Landlord's breach of the above warranty, Tenant shall have the right to cause Landlord to cure such breach.

( b ) **Term Commencement Date**. The Term of the Lease and Tenant's obligation to pay rent will commence upon the earlier of (i) substantial completion of the Tenant Improvements (as defined below in Section 7(c)) below or (ii) the later of (A) the date that is five (5) months after the Turnover Date, or (B) November 1, 2019 (as applicable, the "**Term Commencement Date**" and "**Rent Commencement Date**"), subject to extension as provided in Section 10, below.

( c ) **Substantial Completion; Punch-List**. For purposes of Section 7(b) above, the Tenant Improvements will be deemed to be "substantially completed" when Tenant's contractor certifies in writing to Landlord and Tenant that Tenant has substantially performed all of the Tenant Improvement Work required to be performed by Tenant under this Work Letter, other than decoration and minor "punch-list" type items and adjustments which do not materially interfere with Tenant's use of the Premises; and Tenant has obtained a temporary certificate of occupancy or other required equivalent approval from the local governmental authority permitting occupancy of the Premises. Within ten (10) days after receipt of such certificates, Tenant and Landlord will conduct a walk-through inspection of the Premises and Landlord shall provide to Tenant a written punch-list specifying those decoration and other punch-list items which require completion, which items Tenant will thereafter diligently complete.

8. **MISCELLANEOUS CONSTRUCTION COVENANTS**

( a ) **No Liens**. Tenant shall not allow the Tenant Improvements or the Building or any portion thereof to be subjected to any mechanic's, materialmen's or other liens or encumbrances arising out of the construction of the Tenant Improvements.

(b) **Diligent Construction**. Tenant will promptly, diligently and continuously pursue construction of the Tenant Improvements to successful completion in full compliance with the Final Plans, the Work Schedule and this Work Letter. Landlord and Tenant shall cooperate with one another during the performance of the Tenant Improvements to effectuate such work in a timely and compatible manner.

( c ) **Compliance with Laws**. Tenant will construct the Tenant Improvements in a safe and lawful manner. Tenant shall, at its sole cost and expense, comply with all applicable laws and all regulations and requirements of, and all licenses and permits issued by, all municipal or other governmental bodies with jurisdiction which pertain to the installation of the Tenant Improvements. Copies of all filed documents and all permits and licenses shall be provided to Landlord. Any portion of the Tenant Improvements which is not acceptable to any applicable governmental body, agency or department, or not reasonably satisfactory to Landlord, shall be promptly repaired or replaced by Tenant at Tenant's expense. Notwithstanding any failure by Landlord to object to any such Tenant Improvements, Landlord shall have no responsibility therefor.

( d ) **Indemnification**. Subject to the terms of the Lease regarding insurance and waiver of subrogation by the parties, Tenant hereby indemnifies and agrees to defend and hold Landlord, the Premises and the Building harmless from and against any and all suits, claims, actions, losses, costs or expenses of any nature whatsoever, together with reasonable attorneys' fees for counsel of Landlord's choice, arising out of or in connection with the Tenant Improvements or the performance of the Tenant Improvements (including, but not limited to, claims for breach of warranty, worker's compensation, personal injury or property damage, and any materialmen's and mechanic's liens).

(e) **Insurance**. Construction of the Tenant Improvements shall not proceed without Tenant first acquiring workers' compensation and commercial general liability insurance and property damage insurance as well as "All Risks" builders' risk insurance, with minimum coverage of $2,000,000 or such other amount as may be approved by Landlord in writing and issued by an insurance company reasonably satisfactory to Landlord. Not less than ten (10) days before commencing the construction of the Tenant Improvements, certificates of such insurance shall be furnished to Landlord or, if requested, the original policies thereof shall be submitted for Landlord's approval. All insurance policies maintained by Tenant pursuant to this Work Letter shall name Landlord and any lender with an interest in the Premises as additional insureds and comply with all of the applicable terms and provisions of the Lease relating to insurance. Tenant's contractor shall be required to maintain the same insurance policies as Tenant, and such policies shall name Tenant, Landlord and any lender with an interest in the Premises as additional insureds.

(f) **Construction Defects**. Landlord shall have no responsibility for the Tenant Improvements and Tenant will remedy, at Tenant's own expense, and be responsible for any and all defects in the Tenant Improvements that may appear during or after the completion thereof whether the same shall affect the Tenant Improvements in particular or any parts of the Premises in general. Tenant shall indemnify, hold harmless and reimburse Landlord for any costs or expenses incurred by Landlord by reason of any defect in any portion of the Tenant Improvements constructed by Tenant or Tenant's contractor or subcontractors, or by reason of inadequate cleanup following completion of the Tenant Improvements; provided, however, if Tenant hires one of the Pre-Approved Contractors (as defined below) as the general contractor, Tenant shall not be obligated to indemnify Landlord as described in this sentence above.

(g) **Additional Services**. Electrical power and heating, ventilation and air conditioning shall be available to Tenant during normal business hours for construction purposes at no charge to Tenant.

(h) **Coordination of Labor**. All of Tenant's contractors, subcontractors, employees, servants and agents must work in harmony with and shall not interfere with any labor employed by Landlord, or Landlord's contractors or by any other tenant or its contractors with respect to the any portion of the Property. Nothing in this Work Letter shall, however, require Tenant to use union labor.

(i) **Work in Adjacent Areas** . Any work to be performed in areas adjacent to the Premises shall be performed only after obtaining Landlord's express written permission, which shall not be unreasonably withheld, conditioned or delayed, and shall be done only if an agent or employee of Landlord is present; Tenant will reimburse Landlord for the expense of any such employee or agent.

(j) **HVAC Systems**. Tenant agrees to be entirely responsible for the maintenance or the balancing of any heating, ventilating or air conditioning system installed by Tenant and/or maintenance of the electrical or plumbing work installed by Tenant and/or for maintenance of lighting fixtures, partitions, doors, hardware or any other installations made by Tenant.

(k) **Coordination with Lease**. Nothing herein contained shall be construed as (i) constituting Tenant as Landlord's agent for any purpose whatsoever, or (ii) a waiver by Landlord or Tenant of any of the terms or provisions of the Lease. Any default by Tenant following the giving of notice and the passage of any applicable cure period with respect to any portion of this Work Letter shall be deemed a breach of the Lease for which Landlord shall have all the rights and remedies as in the case of a breach of said Lease.

(l) **Approval of Plans**. Landlord will not check Tenant drawings for building code compliance. Approval of the Final Plans by Landlord is not a representation that the drawings are in compliance with the requirements of governing authorities, and it shall be Tenant's responsibility to meet and comply with all federal, state, and local code requirements. Approval of the Final Plans does not constitute assumption of responsibility by Landlord or its architect for their accuracy, sufficiency or efficiency, and Tenant shall be solely responsible for such matters.

(m) **Tenant's Deliveries**. Tenant shall deliver to Landlord, at least five (5) days prior to the commencement of construction of the Tenant Improvements, the following information:

(i) The names, addresses, telephone numbers, and primary contacts for the general, mechanical and electrical contractors Tenant intends to engage in the performance of the Tenant Improvements; and

(ii) The date on which the Tenant Improvements will commence, together with the estimated dates of completion of Tenant's construction and fixturing work.

( n ) **Qualification of Contractors**. Once the Final Plans have been proposed and approved, Tenant shall select and retain a contractor and subcontractors, which shall be subject to Landlord's approval not to be unreasonably withheld, conditioned or delayed. Landlord hereby approves of the following contractors: eCDG Builders, DBaC, Inc., CBi (Corporate Business Interiors), Servco Builders, Turelk, HBC, and Swinerton (collectively, the "**Pre-Approved Contractors**"). All contractors engaged by Tenant shall be bondable, licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Landlord' s general contractor and other contractors on the job, if any, all as determined by Landlord. All work shall be coordinated with general construction work on the Site, if any.

( o ) **Warranties**. Tenant shall cause its contractor to provide warranties for not less than one (1) year (or such shorter time as may be customary and available without additional expense to Tenant) against defects in workmanship, materials and equipment, which warranties shall run to the benefit of Landlord or shall be assignable to Landlord on a nonexclusive basis to the extent that Landlord is obligated to maintain any of the improvements covered by such warranties.

(p) **Landlord's Performance of Work**. Within ten (10) working days after receipt of Landlord's notice of Tenant's failure to perform its obligations under this Work Letter, if Tenant shall fail to commence to cure such failure, Landlord shall have the right, but not the obligation, to perform, on behalf of and for the account of Tenant, subject to reimbursement of the cost thereof by Tenant, any and all of the Tenant Improvements which Landlord determines, in its reasonable discretion, should be performed immediately and on an emergency basis for the best interest of the Premises including, without limitation, work which pertains to structural components, mechanical, sprinkler and general utility systems, roofing and removal of unduly accumulated construction material and debris; provided, however, Landlord shall use reasonable efforts to give Tenant at least ten (10) days prior notice to the performance of any of the Tenant Improvements.

(q) **As-Built Drawings**. Tenant shall cause "As-Built Drawings" (excluding furniture, fixtures and equipment) to be delivered to Landlord and/or Landlord's representative no later than sixty (60) days after the completion of the Tenant Improvements.

(r) **Compliance with Laws/Hazardous Material**. In the event that the Premises contain Hazardous Material in violation of applicable laws, and as a result thereof, the cost to design and/or construct the Tenant Improvements is more than it would have cost to design and/or construct the Tenant Improvements had the Premises been in compliance with all laws applicable to new construction, disregarding variances and grandfathered rights and/or not contained Hazardous Material, then Landlord shall be responsible for such increased costs and the amount of such increased costs shall be separate and apart from, and in addition to, the Tenant Improvement Allowance and shall not be deducted from the Tenant Improvement Allowance.

9 . **NO MISCELLANEOUS CHARGES**. Landlord shall provide, subject to commercially reasonable availability, and neither Tenant nor the Tenant Improvement Allowance shall be charged for freight elevators and/or loading docks to the extent utilized in connection with the construction of the Tenant Improvements and Tenant's move into the Premises. Tenant and the Tenant Improvement Allowance shall not be charged for Building security in connection with the construction of the Tenant Improvements. Tenant and the Tenant Improvement Allowance shall not be charged for parking for Tenant’s contractors or agents during the construction or move-in period. Further, Tenant and the Tenant Improvement Allowance shall not be charged for electricity, water, toilet facilities or HVAC, which Landlord shall provide during the design and construction of the Tenant Improvements.

1 0 . **COMMENCEMENT DATE DELAYS.** The Commencement Date shall occur as provided in Section 7(b) of this Tenant Work Letter, provided that the Commencement Date shall be extended by the number of days of actual delay of the Substantial Completion of the Tenant Improvements is caused by a Commencement Date Delay, as that term is defined below. As used herein, the term "Commencement Date Delay" shall mean only a "Force Majeure Delay" or a "Landlord Delay," as those terms are defined below in this Section 10 of this Tenant Work Letter. As used herein, the term "Force Majeure Delay" shall mean only an actual delay (not to exceed 60-days in the aggregate) resulting from strikes, fire, wind, damage or destruction to the Building, explosion, casualty, flood, hurricane, tornado, the elements, acts of God or the public enemy, sabotage, war, invasion, insurrection, rebellion, civil unrest, riots, or earthquakes, failure of utilities, government shutdowns, inability to secure labor or materials or reasonable substitutions therefor or inability to secure permits and inspections on an objective basis by any other person or entity constructing improvements comparable to Lessee's Work. As used in this Work Letter, "Landlord Delay" shall mean actual delays to the extent resulting from the acts or omissions of Landlord including, but not limited to (i) failure of Landlord to timely approve or disapprove any Space Plan, Final Plans, Change Orders or any other items set forth in this Tenant Work Letter requiring Landlord's approval within specific time periods or the Lease, as applicable, or otherwise within a reasonable period of time (except to the extent deemed approved); (ii) material and unreasonable interference by Landlord, its agents or any other Landlord party with the Substantial Completion of the Tenant Improvements, which interference relates to access by Tenant or its agents, contractors, vendors or employee to the Building or any Building facilities (including loading docks and freight elevators) or service and utilities (including temporary power and parking areas as provided herein) during normal construction hours, or the use thereof during normal construction hours; (iii) delays due to the failure of Landlord to perform its express obligations under this Tenant Work Letter, including without limitation, with respect to payment of the Tenant Improvement Allowance (except as otherwise allowed under this Tenant Work Letter) and/or cessation of the Tenant Improvements as a result thereof; (iv) Landlord's failure to deliver the Premises in the required condition; and (v) the discovery by Tenant of Hazardous Materials in the Premises in violation of applicable laws. If Tenant contends that a Commencement Date Delay has occurred, Tenant shall notify Landlord in writing (which may be given by email) of (i) the event which constitutes such Commencement Date Delay (specifying in reasonably detail the nature of such Commencement Date Delay), and (ii) the date upon which such Commencement Date Delay is anticipated to end. If such actions, inaction or circumstance described in the notice set forth in (i) above of this Section 10 of this Tenant Work Letter (the "Delay Notice") are not cured by Landlord within one (1) Business Day of Landlord 's receipt of the Delay Notice and if such action, inaction or circumstance otherwise qualify as Commencement Date Delay, then a Commencement Date Delay shall be deemed to have occurred commencing as of the date of Landlord's receipt of the Delay Notice and ending on the date such delay ends.

**EXHIBIT C**

**NOTICE OF LEASE TERM DATES**

To: _____
_____
_____
_____

Re: Office Lease dated _____, 20__ between _____, a _____ ("**Landlord**"), and _____, a _____ ("**Tenant**") concerning Suite _____ on floor(s) _____ of the office building located at _____, _____, California.

Ladies and gentlemen:

In accordance with the Office Lease (the "**Lease**"), we wish to advise you and/or confirm as follows:

1. The Lease Term shall commence on or has commenced on _____ for a term of _____ ending on _____.

2. Rent commenced to accrue on _____, in the amount of _____.

3. If the Lease Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing, shall be for the full amount of the monthly installment as provided for in the Lease.

4. Your rent checks should be made payable to _____ at _____.

"**Landlord**":

_____,
a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Agreed to and Accepted
as of _____, 20___.

"**Tenant**":

_____
a _____

By: _____
Its: _____

**EXHIBIT D**

**RULES AND REGULATIONS**

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Project. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the latter shall control.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord. Upon the termination of this Lease, Tenant shall restore to Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, Tenant and in the event of the loss of keys so furnished, Tenant shall pay to Landlord the cost of replacing same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises.

3. Subject to Landlord's obligations to provide access to the Building and the Premises twenty-four (24) hours per day, seven (7) days per week as provided in the Lease, Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the John Wayne Airport, Orange County, California area. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged pass for access to the Building. Landlord will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom Tenant requests passes and shall be liable to Landlord for all acts of such persons. The Landlord and his agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building or the Project during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.

4. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord. All moving activity into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord reasonably designates. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenant.

5. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours established by Landlord from time to time, in such specific elevator and by such personnel as shall be designated by Landlord.

6. The requirements of Tenant will be attended to only upon application at the management office for the Project or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

7. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by Tenant on any part of the Premises or the Building without the prior written consent of the Landlord. Tenant shall not disturb, solicit, peddle, or canvass any occupant of the Project and shall cooperate with Landlord and its agents of Landlord to prevent same.

8. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees shall have caused same.

9. Tenant shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or drywall or in any way deface the Premises or any part thereof without Landlord's prior written consent. The foregoing shall not preclude the hanging or placement of artwork, televisions or electronic gaming units in the Premises; provided, however, Tenant shall be responsible for any damage to the Premises caused by the hanging or placement of such items, as set forth in the Lease.

10. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

11. Tenant shall not use or keep in or on the Premises, the Building, or the Project any kerosene, gasoline, explosive material, corrosive material, material capable of emitting toxic fumes, or other inflammable or combustible fluid chemical, substitute or material (other than typical office and computer supplies in normal quantities for first-class office buildings which are used in compliance with all applicable Laws). Tenant shall provide material safety data sheets for any Hazardous Material used or kept on the Premises.

12. Tenant shall not without the prior written consent of Landlord use any method of heating or air conditioning other than that supplied by Landlord.

13. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises (other than typical office and computer supplies in normal quantities for first-class office buildings which are used in compliance with all applicable Laws), or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors, or vibrations, or interfere with other tenants or those having business therein, whether by the use of any musical instrument, radio, phonograph, or in any other way. Tenant shall not throw anything out of doors, windows or skylights or down passageways.

14. Tenant shall not bring into or keep within the Project, the Building or the Premises any animals, birds, fish, aquariums, or, except in areas reasonably designated by Landlord, bicycles or other vehicles.

15. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages for employees and visitors, provided that such use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.

16. The Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the use of the Premises provided for in the Summary. Tenant shall not occupy or permit any portion of the Premises to be occupied as an office for a messenger-type operation or dispatch office, public stenographer or typist, or for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or as an employment bureau without the express prior written consent of Landlord. Tenant shall not engage or pay any employees on the Premises except those actually working for such tenant on the Premises nor advertise for laborers giving an address at the Premises.

17. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

18. Tenant, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, courts, halls, stairways, elevators, vestibules or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Premises.

19. Tenant shall not waste electricity, water or air conditioning and agrees to reasonably cooperate with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls. Tenant shall participate in recycling programs undertaken by Landlord.

20. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in Irvine, California without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate. Tenant shall make alternate arrangements, at Tenant's cost, for the disposal of high volumes of trash in excess of the amount determined by Landlord to be an office tenant's typical volume of trash (i.e., excessive moving boxes or shipping materials). If the Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the Premises by Tenant, its agents, servants, employees, contractors, visitors or licensees, Tenant shall forthwith, at Tenant's expense, cause the Premises to be exterminated from time to time to the satisfaction of Landlord and shall employ such licensed exterminators as shall be approved in writing in advance by Landlord.

21. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations reasonably established by Landlord or any governmental agency.

22. Any persons employed by Tenant to do janitorial work shall be subject to the prior written approval of Landlord, and while in the Building and outside of the Premises, shall be subject to and under the control and direction of the Building manager (but not as an agent or servant of such manager or of Landlord), and Tenant shall be responsible for all acts of such persons.

23. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord, and no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises other than Landlord standard drapes or window coverings. All electrical ceiling fixtures hung in the Premises or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and a warm white bulb color approved in advance in writing by Landlord. Neither the interior nor exterior of any windows shall be coated or otherwise sunscreened without the prior written consent of Landlord. Tenant shall be responsible for any damage to the window film on the exterior windows of the Premises and shall promptly repair any such damage at Tenant's sole cost and expense. Tenant shall endeavor to keep its window coverings closed during any period of the day when the sun is shining directly on the windows of the Premises. Prior to leaving the Premises for the day, Tenant shall endeavor to draw or lower window coverings and extinguish all lights.

24. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.

25. Tenant shall comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.

26. Tenant must comply with all applicable "**NO-SMOKING**" or similar ordinances. If Tenant is required under the ordinance to adopt a written smoking policy, a copy of said policy shall be on file in the office of the Building.

27. Tenant hereby acknowledges that except as specifically provided in the Lease Landlord shall have no obligation to provide guard service or other security measures for the benefit of the Premises, the Building or the Project. Tenant hereby assumes all responsibility for the protection of Tenant and its agents, employees, contractors, invitees and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the Premises closed, whether or not Landlord, at its option, elects to provide security protection for the Project or any portion thereof. Tenant further assumes the risk that any safety and security devices, services and programs which Landlord elects, in its sole discretion, to provide may not be effective, or may malfunction or be circumvented by an unauthorized third party, and Tenant shall, in addition to its other insurance obligations under this Lease, obtain its own insurance coverage to the extent Tenant desires protection against losses related to such occurrences. Tenant shall cooperate in any reasonable safety or security program developed by Landlord or required by law.

28. All office equipment of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, to absorb or minimize any vibration, noise and annoyance.

29. Tenant shall not use in any space or in the public halls of the Building, any hand trucks except those equipped with rubber tires and rubber side guards.

30. No auction, liquidation, fire sale, going-out-of-business or bankruptcy sale shall be conducted in the Premises without the prior written consent of Landlord.

31. No tenant shall use or permit the use of any portion of the Premises for living quarters, sleeping apartments or lodging rooms.

32. Tenant shall not purchase spring water, towels, janitorial or maintenance or other similar services from any company or persons not approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall approve a sufficient number of sources of such services to provide Tenant with a reasonable selection, but only in such instances and to such extent as Landlord in its judgment shall consider consistent with the security and proper operation of the Building.

33. Tenant shall install and maintain, at Tenant's sole cost and expense, an adequate, visibly marked and properly operational fire extinguisher next to any duplicating or photocopying machines or similar heat producing equipment, which may or may not contain combustible material, in the Premises.

34. Tenant shall not permit any portion of the Project, including the Parking Facilities, to be used for the washing, detailing or other cleaning of automobiles.

35. All low voltage and data cable installed at the Premises must be plenum rated.

36. "Smoking," as used herein, shall be deemed to include the use of e-cigarettes, smokeless cigarettes and other similar products. All rules and regulations set forth in this Exhibit applicable to smoking also apply to the use of e-cigarettes, smokeless cigarettes and other similar products.

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Building, the Common Areas and the Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein, so long as such revision does not have a material adverse effect on Tenant's use of, or access to, the Premises for the Permitted Use, and provided that no such changes shall be binding upon Tenant until after Landlord has delivered to Tenant at least twenty (20) days' written notice thereof (which 20-day period shall be shortened to five [5] days or such shorter time as may be required by governmental authorities or with respect to other circumstances or matters not within Landlord's control). Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Project; provided, however, Landlord shall not enforce the Rules and Regulations in a discriminatory manner against Tenant. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

**EXHIBIT E**

**GUARANTY OF LEASE**

THIS GUARANTY OF LEASE (this "**Guaranty**") is made as of March ___, 2019, by OURGAME INTERNATIONAL HOLDINGS LTD., a Cayman Islands Corporation ("**Guarantor**"), whose address is set forth in Paragraph 10 hereof, in favor of QUINTANA OFFICE PROPERTY LLC, a Delaware limited liability company ("**Landlord**"), whose address is set forth in Paragraph 10 hereof.

WHEREAS, Landlord and Allied Esports Media, Inc., a Delaware corporation ("**Tenant**") desire to enter into that certain Office Lease dated March ____, 2019 (the "**Lease**") concerning the premises commonly known as Suite 300 on the third (3rd) floor of the office building located at 17877 Von Karman Avenue in the City of Irvine, County of Orange, State of California (the "**Building**");

WHEREAS, Guarantors have a financial interest in the Tenant; and

WHEREAS, Landlord would not execute the Lease if Guarantors did not execute and deliver to Landlord this Guaranty.

NOW THEREFORE, for and in consideration of the execution of the foregoing Lease by Landlord and as a material inducement to Landlord to execute said Lease, Guarantors hereby jointly, severally, and absolutely, presently, continually, unconditionally and irrevocably guaranty the prompt payment by Tenant of all rentals and all other sums payable by Tenant under said Lease and the faithful and prompt performance by Tenant of each and every one of the terms, conditions and covenants of said Lease to be kept and performed by Tenant, and further agree as follows:

1. It is specifically agreed and understood that the terms, covenants and conditions of the Lease may be altered, affected, modified, amended, compromised, released or otherwise changed by agreement between Landlord and Tenant, or by course of conduct and each Guarantor does guaranty and promise to perform all of the obligations of Tenant under the Lease as so altered, affected, modified, amended, compromised, released or changed and the Lease may be assigned by or with the consent of Landlord or any assignee of Landlord without consent or notice to Guarantors and that this Guaranty shall thereupon and thereafter guaranty the performance of said Lease as so changed, modified, amended, compromised, released, altered or assigned.

2. This Guaranty shall not be released, modified or affected by failure or delay on the part of Landlord to enforce any of the rights or remedies of Landlord under the Lease, whether pursuant to the terms thereof or at law or in equity, or by any release of any person liable under the terms of the Lease (including, without limitation, Tenant) or any other Guarantor, including without limitation, any other Guarantor named herein, from any liability with respect to Guarantors' obligations hereunder.

3. Each Guarantor's liability under this Guaranty shall continue until all rents due under the Lease have been paid in full in cash and until all other obligations to Landlord have been satisfied, and shall not be reduced by virtue of any payment by Tenant of any amount due under the Lease. If all or any portion of Tenant's obligations under the Lease is paid or performed by Tenant, the obligations of Guarantor hereunder shall continue and remain in full force and effect in the event that all or any part of such payment(s) or performance(s) is avoided or recovered directly or indirectly from Landlord as a preference, fraudulent transfer or otherwise.

4. Each Guarantor warrants and represents to Landlord that such Guarantor now has and will continue to have full and complete access to any and all information concerning the Lease, the value of the assets owned or to be acquired by Tenant, Tenant's financial status and its ability to pay and perform the obligations owed to Landlord under the Lease. Each Guarantor further warrants and represents that such Guarantor has reviewed and approved copies of the Lease and is fully informed of the remedies Landlord may pursue, with or without notice to Tenant, in the event of default under the Lease. So long as any of Guarantors' obligations hereunder remains unsatisfied or owing to Landlord, each Guarantor shall keep fully informed as to all aspects of Tenant's financial condition and the performance of said obligations.

5. Each Guarantor hereby covenants and agrees with Landlord that if a default shall at any time occur in the payment of any sums due under the Lease by Tenant or in the performance of any other obligation of Tenant under the Lease, such Guarantor shall and will forthwith within ten (10) days of written demand pay such sums, and any arrears thereof, to Landlord in legal currency of the United States of America for payment of public and private debts, and take all other actions necessary to cure such default and perform such obligations of Tenant.

6. The liability of Guarantors under this Guaranty is a guaranty of payment and performance and not of collectability, and is not conditioned or contingent upon the genuineness, validity, regularity or enforceability of the Lease or the pursuit by Landlord of any remedies which it now has or may hereafter have with respect thereto, at law, in equity or otherwise.

7. Each Guarantor hereby waives and agrees not to assert or take advantage of to the extent permitted by law: (i) all notices to Guarantor (or any of them), to Tenant, or to any other person, including, but not limited to, notices of the acceptance of this Guaranty or the creation, renewal, extension, assignment, modification or accrual of any of the obligations owed to Landlord under the Lease and, except to the extent set forth in Paragraph 9 hereof, enforcement of any right or remedy with respect thereto, and notice of any other matters relating thereto; (ii) notice of acceptance of this Guaranty; (iii) demand of payment, presentation and protest; (iv) any right to require Landlord to apply to any default any security deposit or other security it may hold under the Lease; (v) any statute of limitations affecting such Guarantor's liability hereunder or the enforcement thereof; (vi) any right or defense that may arise by reason of the incapability, lack or authority, death or disability of Tenant or any other person; and (vii) all principles or provisions of law which conflict with the terms of this Guaranty. Each Guarantor further agrees that Landlord may enforce this Guaranty upon the occurrence of a default under the Lease, notwithstanding any dispute between Landlord and Tenant with respect to the existence of said default or performance of the obligations under the Lease or any counterclaim, set-off or other claim which Tenant may allege against Landlord with respect thereto. Moreover, each Guarantor agrees that such Guarantor's obligations shall not be affected by any circumstances which constitute a legal or equitable discharge of a guarantor or surety. Guarantor shall have the right to assert all defenses to the Tenant obligations which are available to Tenant and have not been determined adversely to Tenant, excluding any defense based on the lack of authority of Tenant or any other person or any right or defense arising by reason of the bankruptcy of Tenant. Notwithstanding anything to the contrary in this Guaranty, Guarantor's liability hereunder may be terminated or reduced to the extent permitted under the Lease or applicable law because of a default by Landlord or any defense or excuse to Tenant's obligations under the Lease, including Tenant's right to rent abatement to the extent specifically provided by the Lease and/or because of eminent domain or damage and destruction to the extent permitted by the Lease.

8. Each Guarantor agrees that Landlord may enforce this Guaranty without the necessity of proceeding against Tenant or any other guarantor, including, without limitation, any other Guarantor named herein. Each Guarantor hereby waives the right to require Landlord to proceed against Tenant, to proceed against any other guarantor, including, without limitation, any other Guarantor named herein, to exercise any right or remedy under the Lease or to pursue any other remedy or to enforce any other right. If Landlord elects to proceed under this Guaranty only and not the Lease, Landlord shall afford to Guarantor the same notice and opportunity to cure the Event of Default as is afforded to Tenant under the Lease; and, in any such event, Landlord shall accept the performance of Guarantor with respect to any obligation of the Tenant under the Lease, as if the same were the performance of Tenant thereunder.

9. (a) Each Guarantor agrees that nothing contained herein shall prevent Landlord from suing on the Lease or from exercising any rights available to it thereunder and that the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of Guarantor. Without limiting the generality of the foregoing, each Guarantor hereby expressly waives any and all benefits under California Civil Code §§ 2809, 2810, 2819, 2845, 2847, 2848, 2849 and 2850.

(b) Each Guarantor agrees that such Guarantor shall have no right of subrogation against Tenant or any right of contribution against any other Guarantor hereunder unless and until all amounts due under the Lease have been paid in full and all other obligations under the Lease have been satisfied. Each Guarantor further agrees that, to the extent the waiver of such Guarantor's rights of subrogation and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation such Guarantor may have against Tenant shall be junior and subordinate to any rights Landlord may have against Tenant, and any rights of contribution such Guarantor may have against any other Guarantor shall be junior and subordinate to any rights Landlord may have against such other Guarantor.

(c) To the extent any dispute exists at any time between or among any of the Guarantors as to any Guarantor's right to contribution or otherwise, each Guarantor agrees to indemnify, defend and hold Landlord harmless from and against any loss, damage, claim, demand, cost or any other liability (including, without limitation, reasonable attorneys' fees and costs) Landlord may suffer as a result of such dispute.

(d) The obligations of each Guarantor under this Guaranty shall not be altered, limited or affected by any case, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Tenant or any defense which Tenant may have by reason of order, decree or decision of any court or administrative body resulting from any such case. Landlord shall have the sole right to accept or reject any plan on behalf of each Guarantor proposed in such case and to take any other action which such Guarantor would be entitled to take, including, without limitation, the decision to file or not file a claim. Each Guarantor acknowledges and agrees that any payment which accrues with respect to Tenant's obligations under the Lease (including, without limitation, the payment of rent) after the commencement of any such proceeding (or, if any such payment ceases to accrue by operation of law by reason of the commencement of such proceeding, such payment as would have accrued if said proceedings had not been commenced) shall be included in Guarantors' obligations hereunder because it is the intention of the parties that said obligations should be determined without regard to any rule or law or order which may relieve Tenant of any of its obligations under the Lease. Each Guarantor hereby permits any trustee in bankruptcy, receiver, debtor-in-possession, assignee for the benefit of creditors or similar person to pay Landlord, or allow the claim of Landlord in respect of, any such payment accruing after the date on which such proceeding is commenced. Each Guarantor hereby assigns to Landlord such Guarantor's right to receive any payments from any trustee in bankruptcy, receiver, debtor-in-possession, assignee for the benefit of creditors or similar person by way of dividend, adequate protection payment or otherwise.

10. Any notice, statement, demand, consent, approval or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this Guaranty or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Guaranty) and shall be deemed to have been properly given, rendered or made only if hand-delivered or sent by first-class mail, postage pre-paid, addressed to the other party at its respective address set forth below, and shall be deemed to have been given, rendered or made on the day it is hand-delivered or one day after it is mailed, unless it is mailed outside of the county in which the Building is located, in which case it shall be deemed to have been given, rendered or made on the third business day after the day it is mailed. By giving notice as provided above, either party may designate a different address for notices, statements, demands, consents, approvals or other communications intended for it.

To Guarantor:
OURGAME INTERNATIONAL HOLDINGS LTD.
Tower B Fairmont, No. 1 Building, 17th Floor
33# Community, Guangshum North Street
Chaoyang District, Beijing, 100102
China

To Landlord:
QUINTANA OFFICE PROPERTY LLC
c/o Hines
4000 MacArthur Avenue, Suite 110
Newport Beach, California 92660
Attention: Property Manager

and

Allen Matkins Leck Gamble Mallory & Natsis LLP
1900 Main Street, 5th Floor
Irvine, California 92614
Attention: Brad H. Nielsen, Esq.

11. Each Guarantor represents and warrants to Landlord as follows:

(a) No consent of any other person, including, without limitation, any creditors of such Guarantor, and no license, permit, approval or authorization of, exemption by, notice or report to, or registration, filing or declaration with, any governmental authority is required by such Guarantor in connection with this Guaranty or the execution, delivery, performance, validity or enforceability of this Guaranty and all obligations required hereunder. This Guaranty has been duly executed and delivered by such Guarantor, and constitutes the legally valid and binding obligation of such Guarantor enforceable against such Guarantor in accordance with its terms.

(b) The execution, delivery and performance of this Guaranty will not violate any provision of any existing law or regulation binding on such Guarantor, or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on such Guarantor, or of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which such Guarantor is a party or by which such Guarantor or any of such Guarantor's assets may be bound, and will not result in, or require, the creation or imposition of any lien on any of such Guarantor's property, assets or revenues pursuant to the provisions of any such mortgage, indenture, lease, contract or other agreement, instrument or undertaking.

12. The obligations of Tenant under the Lease to execute and deliver estoppel statements, as therein provided, shall be deemed to also require the Guarantors hereunder to do and provide the same relative to Guarantors.

13. This Guaranty shall be binding upon each Guarantor, such Guarantor's successors and assigns and shall inure to the benefit of and shall be enforceable by Landlord, its successors, endorsees and assigns. Any married person executing this Guaranty agrees that recourse may be had against community assets and against his separate property for the satisfaction of all obligations herein guaranteed. As used herein, the singular shall include the plural, and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

14. The term "Landlord" whenever used herein refers to and means the Landlord specifically named in the Lease and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee in the Lease or any part thereof, whether by assignment or otherwise. So long as the Landlord's interest in or to demised premises (as that term is used in the Lease) or the rents, issues and profits therefrom, or in, to or under the Lease, are subject to any mortgage or deed of trust or assignment for security, no acquisition by Guarantors of the Landlord's interest in demised premises or under the Lease shall affect the continuing obligations of Guarantors under this Guaranty, which obligations shall continue in full force and effect for the benefit of the mortgagee, beneficiary, trustee or assignee under such mortgage, deed of trust or assignment, of any purchaser at sale by judicial foreclosure or under private power of sale, and of the successors and assigns of any such mortgagee, beneficiary, trustee, assignee or purchaser.

15. The term "Tenant" whenever used herein refers to and means the Tenant in the Lease specifically named and also any assignee or sublessee of said Lease and also any successor to the interests of said Tenant, assignee or sublessee of such Lease or any part thereof, whether by assignment, sublease or otherwise.

16. In the event of any dispute or litigation regarding the enforcement or validity of this Guaranty, Guarantors shall be obligated to pay all charges, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord, whether or not any action or proceeding is commenced regarding such dispute and whether or not such litigation is prosecuted to judgment, provided that Landlord is the prevailing party in such action or dispute.

17. This Guaranty shall be governed by and construed in accordance with the laws of the state in which the Building is located, and in a case involving diversity of citizenship, shall be litigated in and subject to the jurisdiction of the courts of the State in which the Building is located.

18. Every provision of this Guaranty is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

19. This Guaranty may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same Guaranty with the same effect as if all parties had signed the same signature page. Any signature page of this Guaranty may be detached from any counterpart of this Guaranty and re-attached to any other counterpart of this Guaranty identical in form hereto but having attached to it one or more additional signature pages.

20. No failure or delay on the part of Landlord to exercise any power, right or privilege under this Guaranty shall impair any such power, right or privilege, or be construed to be a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

21. This Guaranty shall constitute the entire agreement between each Guarantor and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may any Guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer, director or trustee of Landlord.

22. The liability of each Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and such Guarantor relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law.

IN WITNESS WHEREOF, Guarantors have executed this Guaranty as of the day and year first above written.

Address of Guarantor:

Tower B Fairmont, No. 1 Building, 17th Floor
33# Community, Guangshum North Street
Chaoyang District, Beijing, 100102
China

OURGAME INTERNATIONAL HOLDINGS LTD.,
a Cayman Islands corporation

By: _____
Print Name: _____
Print Title: _____

By: _____
Print Name: _____
Print Title: _____

**EXHIBIT F**

**COPY OF MERGER AGREEMENT**

[See Attached]

**OFFICE LEASE**

**QUINTANA OFFICE PROPERTY LLC**,

a Delaware limited liability company,

as Landlord,

and

**ALLIED ESPORTS MEDIA, INC.**,

a Delaware corporation,

as Tenant.

**INDEX**

Exhibit 10.33

**ASSIGNMENT AND ASSUMPTION OF AND FIRST AMENDMENT TO OFFICE LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF AND FIRST AMENDMENT TO OFFICE LEASE (this "**Amendment**") dated as of July ____, 2019, is entered into by and between QUINTANA OFFICE PROPERTY LLC, a Delaware limited liability company ("**Landlord**"), on the one hand, and ALLIED ESPORTS MEDIA, INC., a Delaware corporation ("**Assignor**"), and WPT ENTERPRISES, INC., a Nevada corporation ("**Assignee**"), on the other hand.

**RECITALS**

A. Landlord and Assignor are parties to that certain Office Lease dated as of March 26, 2019 (the "**Lease**"), pursuant to which Assignor is currently leasing from Landlord those certain premises commonly known as Suite 300 containing approximately 24,579 rentable (20,437 usable) square feet of space (the "**Original Premises**") on the third (3rd) floor of the building located at 17877 Von Karman Avenue, Irvine, California (the "**Building**"), as more particularly described in the Lease. The Lease Term has not yet commenced and Assignor is not yet in possession of the Original Premises.

B. The Lease grants a Reduction Option to Assignor under Section 1.5 thereof. Assignor has exercised its Reduction Option to reduce the size of the "Premises" such that it shall consist of approximately 15,031 rentable (12,490 usable) square feet of space (the "**Remaining Premises**"). An outline of the Remaining Premises is depicted in Exhibit "A" attached hereto.

C. The Lease further provides that as part of the Reduction Option, the Lease shall be assigned by Assignor to Assignee. The parties now desire to amend the terms of the Lease in order to: (i) provide for the reduction of the "Premises"; (ii) memorialize the space plan applicable to the Remaining Premises; (iii) provide for an assignment of the Lease from Assignor to Assignee; and (iv) further amend the terms of the Lease, all on the terms and conditions set forth below.

D. Initially capitalized defined terms which are used in this Amendment without definition shall have the meanings given to them in the Lease.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment; Assumption.** Effective as of the date hereof (the "**Effective Date**"), Assignor hereby assigns, conveys and transfers to Assignee all of Assignor's rights, title and interests as "Tenant" in, under and to the Lease (the "**Assignment**"), including, without limitation, any security deposit of Assignor held by Landlord pursuant to the terms of the Lease. Assignee hereby accepts the Assignment and assumes and agrees to keep, perform and be bound by all of the terms, covenants, conditions and obligations contained in the Lease on the part of "Tenant", which accrue on or after the Effective Date, to be kept and performed thereunder as though Assignee was the original "Tenant" under the Lease, effective as of the Effective Date. Assignee acknowledges and agrees further that it has been provided with a true and complete copy of the Lease and fully understands its obligations as "Tenant" under the Lease as amended by this Amendment (the "**Amended Lease**"). As of the Effective Date, all references herein and in the Amended Lease to "Tenant" shall mean and refer to Assignee. As part of the Assignment, Landlord, Assignor and Assignee hereby acknowledge and agree that:

a. Assignor is released from all of its obligations under the Amended Lease, but Ourgame International Holdings Ltd. ("**Guarantor**") is not released from any of its obligations under the Guaranty of Lease executed by Guarantor on March 26, 2019;

b. Assignee's address for receipt of notices under the Amended Lease is the Premises; and

c. Landlord may consent to subsequent assignments or sublettings of the Amended Lease or to any amendments or modifications thereto without notifying Assignor and without obtaining its consent thereto. Landlord has not made any express, implied, oral or written representations or promises that any future assignments or subleases will be approved.

2. **Reduction.** Effective as of the Effective Date, the "Premises" (as defined in the Lease) is decreased by approximately 9,548 rentable (7,947 usable) square feet of space (the "**Reduction Space**") to approximately 15,031 rentable (12,490 usable) square feet of space by the elimination of the Reduction Space (the "**Reduction**"). The parties hereby acknowledge that Landlord has not yet turned over possession of the Original Premises to Assignor and that the Reduction Space is currently vacant. As of the Effective Date, the Lease shall be deemed terminated with respect to the Reduction Space, and from and after the Effective Date, the "Premises" (as defined in the Lease) shall be deemed to mean the Remaining Premises.

3. **Condition of Premises.** The parties hereby agree that the space plans attached hereto as Exhibit "B" are the "Space Plans" (as defined in the Work Letter attached to the Lease as Exhibit "B" [the "Work Letter"]) for the Premises (i.e., the Remaining Premises).

4. **Reduction Terms.** As a result of the Reduction, the following terms of the Lease are hereby amended as follows:

a. Section 4.1 (Amount Due). The table under Section 4.1 of the Summary attached to the Lease (the "**Summary**") is hereby deleted and replaced with the following:

| Months | Approx. Monthly Base Rent Rate per Rentable Square Foot | **Monthly Installment of Base Rent | ***Monthly Installment of Base Rent assuming the entire Additional Allowance is utilized pursuant to Section 5(a) of the Tenant Work Letter |
|---|---|---|---|
| *1 – 12 | $2.65 | $39,832.15 | $44,065.05 |
| 13 – 24 | $2.73 | $41,027.11 | $45,260.01 |
| 25 – 36 | $2.81 | $42,257.93 | $46,490.83 |
| 37 – 48 | $2.90 | $43,525.67 | $47,758.57 |
| 49 – 60 | $2.98 | $44,831.44 | $49,064.34 |
| 61 – 72 | $3.07 | $46,176.38 | $50,409.28 |
| 73 – 84 | $3.16 | $47,561.67 | $51,794.57 |
| 85 – 96 | $3.26 | $48,988.52 | $53,221.42 |
| 97 – 108 | $3.36 | $50,458.18 | $54,691.08 |
| 109 – 120 | $3.46 | $51,971.92 | $56,204.82 |
| 121 – 132 | $3.56 | $53,531.08 | $57,763.98 |
| 133 – 144 | $3.67 | $55,137.01 | $59,369.91 |
| 145 – 156 | $3.78 | $56,791.12 | $61,024.02 |
| 157 – 167 | $3.89 | $58,494.86 | $62,727.76 |

* Including any partial month at the beginning of the initial Lease Term.

**Tenant's obligation to pay $39,832.15 of Base Rent shall be conditionally abated during the second ($2^{nd}$) through the twelfth ($12^{th}$) full calendar months of the initial Lease Term (the "**Base Rent Abatement Period**"), as set forth in Article 3 below.

***The referenced monthly installments of Base Rent are based upon Tenant electing to utilize the entire Additional Allowance pursuant to Section 5(a) of the Tenant Work Letter. If Tenant utilizes less than the entire Additional Allowance, Landlord and Tenant shall enter into an amendment to this Lease memorializing the portion of the Additional Allowance utilized by Tenant and the updated Base Rent schedule resulting therefrom.

b. Section 5 (Tenant's Share). Section 5 of the Summary is hereby deleted and replaced with:

9.0308% (based on 15,031 rentable square feet in the Premises and 166,442 rentable square feet in the Building).

c. Section 7 (Security Deposit). Section 7 of the Summary is hereby deleted and replaced with: "$79,500.00."

d. Section 8 (Parking Pass Ratio). Section 8 of the Summary is hereby deleted and replaced with:

Four (4) unreserved parking passes for every 1,000 rentable square feet of the Premises, which equals sixty (60) unreserved parking passes based upon 15,031 rentable square feet ("**Tenant's Allocation**"). Subject to availability, Tenant shall be entitled to convert up to five (5) unreserved parking passes from Tenant's Allocation into reserved parking passes for parking spaces located in the Project's parking structure (i.e., subterranean or non-subterranean). Tenant's rights to all such parking passes are subject to the terms of Article 28 of this Lease.

e. Section 12 (Tenant Improvement Allowance). Section 12 of the Summary is hereby deleted and replaced with:

Up to $1,352,790.00 (based on up to $90.00 per rentable square foot of the Premises) (the "**Tenant Improvement Allowance**"). In addition to the Tenant Improvement Allowance, Landlord shall provide a space planning allowance of up to $2,254.65 (based on up to $0.15 per rentable square foot of the Premises) which shall be used towards payment of the cost of preparing the preliminary space plans for the Tenant Improvements (the "**Space Planning Allowance**").

f. Article 3 (Base Rent). The first sentence of the second paragraph of Article 3 of the Lease is hereby deleted and replaced with the following:

Notwithstanding the foregoing, so long as Tenant is not in Default under this Lease, Landlord hereby agrees to abate Tenant's obligation to pay $39,832.15 per month of Base Rent during the Base Rent Abatement Period (such total amount of abated Base Rent, i.e., $438,153.65 in the aggregate, being hereinafter referred to as the "**Abated Base Rent**") (the Abated Base Rent, Abated Temporary Space Parking Charges and Abated Parking Charges [as defined in Section 28.1 below], are collectively referred to herein as the "**Abated Amount**").

g. Article 21 (Security Deposit). The first sentence of Article 21 is hereby deleted and replaced with the following:

Concurrent with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") in the amount set forth in Section 7 of the Summary, as security for the faithful performance by Tenant of all of its obligations under this Lease.

h. Section 29.39 (Moving Allowance). Section 29.39 of the Lease is hereby amended to delete the following excerpt: "Provided Tenant is not in Default under this Lease, Landlord shall provide Tenant with an allowance of up to $10.00 per rentable square foot (i.e., up to $245,790.00, based upon the Premises containing 24,579 rentable square feet) (the '**Moving Allowance**')…" and to replace the same with the following: "Provided Tenant is not in Default under this Lease, Landlord shall provide Tenant with an allowance of up to $10.00 per rentable square foot (i.e., up to $150,310.00, based upon the Premises containing 15,031 rentable square feet) (the '**Moving Allowance**')…"

i. Section 5(a) (Allowance). The last paragraph of Section 5(a) of the Work Letter is hereby deleted and replaced with the following:

Tenant may exceed the amount of the Tenant Improvement Allowance by up to $30.00 per rentable square foot of the Premises (i.e., up to $450,930.00, based on the Premises containing 15,031 rentable square feet) (the "**Additional Allowance**"), subject to the following. The portion of the Additional Allowance used by Tenant, if any, shall be amortized over the initial 167-month Lease Term, with interest at the rate of seven percent (7%) per annum, in the form of additional Base Rent (but shall under no circumstances be subject to abatement for any reason and shall not be part of the Abated Amount). For example, if the amount of the Additional Allowance utilized is $30.00 per rentable square foot, or $450,930.00, then the Base Rent for all 167 installments due during the initial Lease Term would be increased by $4,232.90 per month, which amount includes the interest factor. If the increased payment amounts are determined after the Lease Commencement Date, then within thirty (30) days after Landlord's demand, Tenant shall pay the total amount attributable to the increased installments for the months which have already passed. If Tenant's Default results in a termination of the Lease, the entire remaining Additional Allowance (plus all interest earned and unearned) shall be immediately payable by Tenant to Landlord.

j. Section 5(e) (Unused Allowance Amounts). Section 5(e) of the Work Letter is hereby deleted and replaced with the following:

> Any unused portion of the Allowance upon completion of the Tenant Improvements will not be refunded to Tenant or be available to Tenant as a credit against any obligations of Tenant under the Lease. Provided Tenant is not in Default, Tenant shall be permitted, subject to prior written request given to Landlord no later than one hundred eighty (180) days after substantial completion of the Tenant Improvements (the "**Outside Allowance Date**"), to apply up to (i) $20.00 per rentable square foot of any unused Tenant Improvement Allowance (i.e., up to $300,620.00 based upon the Premises containing 15,031 rentable square feet) and (ii) up to $15.00 per rentable square foot of any unused Additional Allowance (i.e., up to $225,465.00 based upon the Premises containing 15,031 rentable square feet) towards design costs and the costs of furniture, fixtures and equipment, IT/telecommunication costs and security systems. Any portion of the Tenant Improvement Allowance or Additional Allowance which remains unused, unapplied and/or unrequested as of the Outside Allowance Date shall not be available to Tenant and Landlord shall have no obligation to pay any portion thereof.

5. Work Letter Defined Terms. The terms "Rent Commencement Date" and "Term Commencement Date" as set out in Section 7 of the Work Letter are hereby corrected to state "Lease Commencement Date"; the term "Delivery Date" as set out in Section 7 of the Work Letter is hereby corrected to state "Turnover Date"; and the term "Commencement Date" as set out in Section 10 of the Work Letter is hereby corrected to state "Lease Commencement Date".

6. Options. Assignor acknowledges and agrees that it has, by this Amendment, exercised its Reduction Option and, as such, Section 1.5 of the Lease with respect to the Reduction Option is hereby deleted in its entirety and deemed null, void and of no further force or effect.

7. Temporary Storage Space. During the Temporary Space Term, Tenant shall have the right to lease approximately 700 rentable square feet of storage space known as Storage Room 2 ("Storage Room 2") on a month-to-month basis (terminable by either party upon 30 days' written notice to the other party) at a monthly rate of $0.50 per rentable square foot per month (i.e., $350.00 per month based upon such Storage Room 2 containing 700 rentable square feet). Except as otherwise expressly provided in this Section 7, Tenant's use of Storage Room 2 shall be governed by Section 29.41 of the Lease as though Storage Room 2 were the "Storage Room" as defined in said Section 29.41.

8. Condition Precedent. The effectiveness of this Amendment is conditioned upon Assignor causing the Guarantor to execute the Reaffirmation and Consent set forth below the signature blocks of this Amendment. The foregoing condition is for the benefit of Landlord only and may be waived in its sole discretion.

9. Preparation of Amendment. Assignor and Assignee acknowledge and agree that Landlord has caused this Amendment to be prepared solely for Landlord's benefit and has not undertaken to prepare this Amendment in a manner that addresses the legal or other concerns of Assignor and/or Assignee. Landlord makes no representation or warranty to Assignee or Assignor concerning the legal effect of this Amendment or that this Amendment accurately reflects Assignor's and Assignee's agreement concerning the assignment of the Lease. Assignor and Assignee acknowledge that they have been given the opportunity to have this Amendment reviewed by their respective legal counsel, and that they are solely responsible for: (a) determining if this Amendment accurately reflects their agreement concerning the assignment of the Lease; and (b) evaluating the legal and tax ramifications of entering into this Amendment. If Landlord's legal counsel assisted in the preparation of this Amendment, Landlord's legal counsel represents Landlord only, has not provided any legal advice to Assignor or Assignee and makes no representation to Assignor or Assignee concerning the legal effect of this Amendment.

10. Brokers. Each of Assignor and Assignee hereby represents to Landlord that it has dealt with no broker in connection with this Amendment other than the Brokers identified in the Lease. Assignor and Assignee, jointly and severally, agree to indemnify, defend and hold Landlord, its members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such agents harmless from all claims of any brokers, other than the Brokers, claiming to have represented Assignor and/or Assignee in connection with this Amendment. Landlord hereby represents to each of Assignor and Assignee that it has dealt with no broker in connection with this Amendment other than the Brokers. Landlord agrees to indemnify, defend and hold Assignor and Assignee, and their respective members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such agents harmless from all claims of any brokers, other than the Brokers, claiming to have represented Landlord in connection with this Amendment.

11. Miscellaneous.

a. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

b. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.

c. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control.

d. Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Assignor and Assignee. Landlord shall not be bound by this Amendment until Landlord has executed and delivered the same to Assignor and Assignee.

e. Each party hereto acknowledges that: (i) each party hereto is of equal bargaining strength; (ii) each such party has actively participated in the drafting, preparation and negotiation of this Amendment and the transactions contemplated herein; and (iii) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Amendment or any portion hereof.

f. Each signatory of this Amendment on behalf Assignor and Assignee represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

g. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Amendment. The parties agree that electronic signatures, including those delivered by PDF or signed through the electronic signature system known as "DocuSign", shall have the same effect as originals. All parties to this Amendment waive any and all rights to object to the enforceability of this Amendment based on the form or delivery of signature.

**[NO FURTHER TEXT ON THIS PAGE;**
**SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the date first above written.

**LANDLORD:**

**QUINTANA OFFICE PROPERTY LLC,**
**a Delaware limited liability company**

By:_____

Name: _____

Title: _____

**ASSIGNOR:**

**ALLIED ESPORTS MEDIA, INC.,**
**a Delaware corporation**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[NO FURTHER TEXT ON THIS PAGE;
SIGNATURES CONTINUED ON FOLLOWING PAGE]

**ASSIGNEE:**

**WPT ENTERPRISES, INC.,**
**a Nevada corporation**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**REAFFIRMATION AND CONSENT**

The undersigned hereby: (a) reaffirms the Guaranty of Lease ("**Guaranty**") that the undersigned executed on or about March 26, 2019; (b) consents to the foregoing Assignment and Assumption of and First Amendment to Office Lease to which this Reaffirmation and Consent is attached; and (c) agrees that, notwithstanding anything to the contrary contained in the Guaranty, the Guaranty shall constitute and continue as a full guaranty by the undersigned of the obligations of Tenant (i.e., Assignor and Assignee) under the Lease as amended by the Amendment.

**GUARANTOR:**

**OURGAME INTERNATIONAL HOLDINGS LTD.,**
**Cayman Islands corporation**

By: _____
Print Name: _____
Print Title: _____

By: _____
Print Name: _____
Print Title: _____

**EXHIBIT "A"**

**REMAINING PREMISES**

**[SHADED AREA ONLY]**

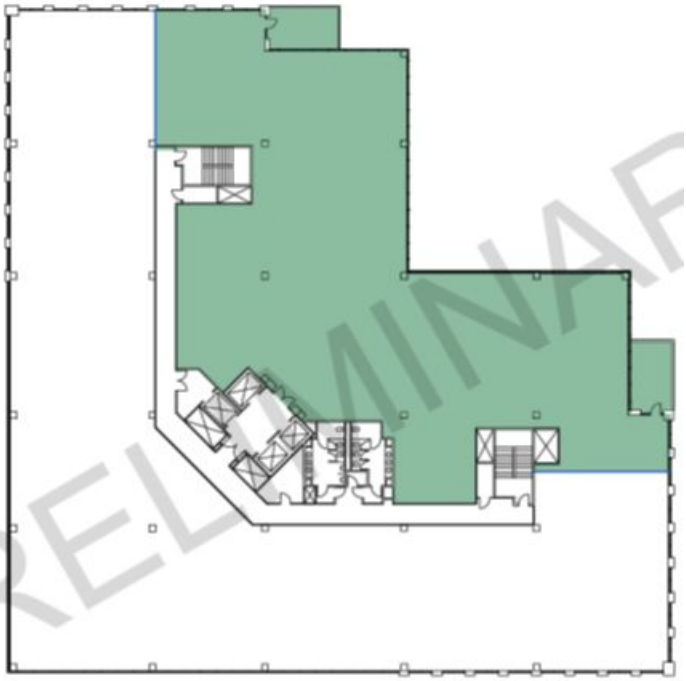


**EXHIBIT "B"**

**SPACE PLANS**

Exhibit 10.34

**EVENT SPONSORSHIP AGREEMENT**

This Event Sponsorship Agreement ("**Agreement**") is made and effective as of February 1, 2019 (the "**Effective Date**"), by and between Newegg Inc. ("**Newegg**"), a Delaware corporation, and Allied Esports International, Inc., a Nevada corporation ("**Allied**"). Newegg and Allied are hereinafter referred to jointly as the "**Parties**" and each as a "**Party**."

**BACKGROUND**

A. Newegg, an online retailer of items including computer hardware and consumer electronics, is in the business of developing, marketing, selling and supporting gaming accessories and memory products, and proposes to provide promotional and product support as a sponsor for the HyperX Esports Arena Las Vegas ("**the Arena**").

B. Allied is an esports organization that owns and controls the Commercial Rights (as hereinafter defined) to the Arena and wishes to grant rights to Newegg in respect of Newegg's sponsorship of the Arena pursuant to this Agreement.

C. Each of the Parties undertakes obligations to the other Party as provided in this Agreement.

For valuable consideration received, including the Parties' respective covenants in this Agreement, the Parties hereby agree as follows:

**1. Scope of this Agreement.** Newegg agrees to provide certain financial sponsorship, including fees to Allied in connection with the Arena and Allied agrees to grant certain rights to Newegg, all as described in this Agreement.

**2. Certain Definitions.** When used in this Agreement, the following terms have the following meanings:

2.1 "**Commercial Rights**" means any and all rights of a commercial nature connected with the Arena, including image rights, broadcasting rights, new media rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licensing rights, advertising rights, hospitality rights and all intellectual property rights in and to the foregoing.

2.2 "**Including**," "**Includes**" and similar words means "including but not limited to" and shall mean in all contexts "without limitation."

2.3 "**Intellectual Property Rights**" means rights protecting or governing intellectual property rights, including all now known and hereafter existing: (i) copyright and related rights in original works of authorship and all rights to use, commercialize, and exploit such rights; (ii) rights on trademarks, service marks, trade names, logos, trade dress, indicia of origin, and other commercial names; (iii) trade secret rights including, without limitation, all rights in confidential information, trade secret, know-how and other proprietary and/or confidential materials and information, whether arising by law or contract; (iv) patent rights, rights in patentable inventions and processes, utility models, designs, algorithms and other industrial property rights; and (v) other intellectual property rights and proprietary rights of every kind and nature throughout the world, whether arising by operation of law, by contract, by license or otherwise in any form, media or technology now known or later developed.

2.4 "**Newegg Marks**" means the Newegg trademarks and logos set out in Schedule 1, together with any accompanying artwork, design, slogan, text and other collateral marketing signs of Newegg.

2.5 "**Allied Marks**" means Allied's trademarks to be used for all promotion, advertising and marketing of the Arena, as set out in Schedule 2, including the texts, slogans, logos, trademarks, images, photographs, information, audio and video materials and other materials owned (or licensed from a third party) by Allied and used in or in connection with the Arena, and including Allied's name and the names used for any parts of the Arena.

2.6 "**Sponsorship Benefits**" means the benefits Newegg will provide Allied, including the license granted in Section 6.1 and the fee stated in Schedule 3.

2.7 "**Sponsorship Rights**" means the bundle of rights, services and deliverables Allied will provide to Newegg as set out in Schedule 4, which includes the license of, and rights with respect to, Allied Marks granted in Section 5.

2.8 "**Technology E-Commerce (or E-Tail)"** means the Arena partnership category that Allied is granting to Newegg and is defined as including technology-focused products in categories including computer systems, components, electronics, gaming, networking, office solutions, software & services, automotive and industrial, home and tools, health & sports, and hobbies and toys. For purposes of clarity, this does not include apparel and accessories.

2.9 "**Term**" has the meaning given in Section 3 of this Agreement.

2.10 "**Sponsorship Fee**" has the meaning given in Schedule 3 of this Agreement.

2.11 "**Venue**" means the premises where events wi ll occur.

**3. Term of this Agreement.** This Agreement shall be valid for five (5) years from February 1, 2019 through January 31, 2024 unless this Agreement is terminated earlier pursuant to Section 14 (the "**Term**"). For the purpose of clarity, the second year of this Agreement starts February 1, 2020, and the third year of this Agreement starts February 1, 2021 the fourth year of this Agreement starts February 1, 2022, and the fifth and final year of this Agreement starts February 1, 2023.

**4. Allied Obligations and Newegg Sponsorship Obligations**

4.1 Allied shall provide, by the license granted in Section 5.1 and otherwise as appropriate, to or for the benefit of Newegg, the Sponsorship Rights, including generally providing advertising space in all of Allied's media and participation in Allied's marketing activities relating to the Arena

4.2 Newegg shall provide to Allied the Sponsorship Benefits set out in Schedule 3, including paying the Sponsorship Fee as provided in that Schedule. Any value-added, goods and services, or similar tax or duty imposed by any government or tax authority on any Sponsorship Benefit shall be borne solely by Allied.

4.3 During third-party event buyouts, Newegg's sponsorship benefits will run at the discretion of the third-party and may not be included for select events. Newegg's pass-through rights are limited to both Newegg and Allied-owned and operated events.

**5. Allied's License to Newegg**

5.1 Allied grants Newegg a non-exclusive, royalty-free, non-assignable, non-transferable, and non- sublicensable worldwide license to use, publicly display, transmit, broadcast, stream, distribute and reproduce the Allied Marks in all approved forms and in manners for the purposes of this Agreement during the Term. Allied acknowledges and agrees that Newegg shall not pay any fees or royalties for the license of the Allied Marks, except the Sponsorship Fee specified in Schedule 3.

5.2 Without limitation of any other provision of this Agreement, failure by Allied to comply with the provisions of Sections 5.1 shall be deemed as a material breach of this Agreement and Newegg has the right to terminate this Agreement subject first to the cure provisions in Section 14.1 and be discharged from any further obligation to pay the Sponsorship Fee. If any portion of the Sponsorship Fee shall have previously been paid for any period following such termination by Newegg, the Sponsorship Fee shall be prorated and Allied shall immediately refund the portion corresponding to the unused period of the Term.

**6. Newegg's License to Allied; Allied's Obligations Regarding Newegg Marks and Products**

6.1 Newegg grants Allied a revocable, non-transferrable, non-assignable (whether voluntarily, or as a result of a change of control, or by operation of law), non-sublicensable, non-exclusive and limited license to use, during the Term, the Newegg Marks solely in connection with Allied's marketing and conduct of the Arena.

6.2 Allied acknowledges and agrees that Newegg has valuable goodwill and reputation in the Newegg Marks and that Newegg is and shall be at all times the sole and exclusive owner of rights, including Intellectual Property Rights, in and related to the Newegg Marks. Allied does not acquire any right, title, or interest in or to the Newegg Marks by virtue of the limited license granted in Section 6.1, or through Allied's permitted use of the Newegg Marks, other than the right to use such Newegg Marks in accordance with that license. Allied acknowledges that its use of the Newegg Marks pursuant to this Agreement, and all goodwill associated with such use, shall inure exclusively to the benefit of Newegg. Allied further acknowledges and agrees that Newegg shall have sole control and final editorial say, in Newegg's sole discretion, over the marketing/promotion, appearance, design, layout, placement, and presentation of Newegg's Products, including all packaging, advertisements and other marketing and promotional materials relating to the Newegg Products.

6.3 Allied shall use the Newegg Marks only in strict compliance with the terms and conditions of this Agreement. Allied's use of the Newegg Marks (a) shall be subject to Newegg's right of review and approval, and prior direction and control, to be exercised in Newegg's sole discretion, and (b) shall, at all times, meet or exceed Newegg's trademark-usage guidelines and quality standards which may be provided by Newegg from time to time ("**Acceptable Quality Standards**"). Without limiting any other provision of this Section 6.3, if at any time Newegg reasonably determines that Allied's use of the Newegg Marks fails to comply with this Agreement or to conform to the Acceptable Quality Standards, Allied shall, within five (5) days of receipt of notice from Newegg, correct its use of the Newegg Marks so that its use is in compliance with this Agreement and the Acceptable Quality Standards or cease using, and remove, the Newegg Marks from all of Allied's videos, streams and other publications in all media ("**Allied's Correction Action**"). Allied's obligation to take and complete Allied's Correction Action shall survive any expiration or termination of this Agreement.

6.4 Allied shall not at any time do, or cause to be done, directly or indirectly any act that may impair or tarnish any part of Newegg's goodwill and reputation in the Newegg Marks and the Newegg Products. Without limiting the preceding sentence, Allied agrees not to use the Newegg Marks in any advertising materials or conduct any activities in a manner that may be seen to unreasonably modify, alter, detract from or impair the integrity, character, or dignity of the Newegg Marks or reflect unfavorably upon Newegg or Newegg Products.

6.5 In exercise of the rights granted in Section 6.1, Allied shall always use the Newegg Marks in a manner that significantly distinguishes them from any surrounding text or other logo or source designation. Except as may be expressly authorized in writing by Newegg, Allied shall not use the Newegg Marks as a co-brand with any third-party mark. Allied agrees to use the Newegg Marks only in the form and with only the content provided by Newegg. The Newegg Marks may not be altered in any manner. The Newegg Marks must include a ™ or ® symbol as part of the Newegg Marks, as provided by Newegg. Where practicable, the following trademark notice must appear in close proximity to the Newegg Marks and the ownership of the Newegg Marks must be identified: "Newegg and the Newegg logo are trademarks of Newegg Incorporated."

**7. Exclusivity of Sponsorship Rights for Newegg**

7.1 In all of Allied's actions and publications (in all media and formats) in connection with the marketing and conducting of the Events, where possible and appropriate, Allied shall where reasonably practicable communicate that Newegg is the exclusive sponsor of the Arena for the technology e-commerce and online retailer categories.

7.2 Allied shall not endorse, or permit the marketing of any other company whose principal business is as an e-commerce provider at or in connection with the Arena. For purposes of clarity, this is not meant to prohibit incidental third-party endorsements not controlled by Allied such as individual player and team sponsorships of participants in events at the Arena.

**8. Refund or Reduction of Sponsorship Fee**

8.1 Without limitation of other rights of Newegg under this Agreement, the Parties agree to negotiate a reasonable reduction and, where applicable, the refund of the Sponsorship Fee to reflect any material restriction in the benefit or value of the Sponsorship Rights to Newegg, including as a result of any change in any laws or regulatory provisions which has an adverse impact on the value of the Sponsorship Rights.

8.2 If Allied fails to perform or provide the Sponsorship Rights in accordance with the terms of this Agreement, Newegg shall, without limiting its other rights or remedies, have one or more of the following rights:

(a) to refuse to accept any subsequent performance of the Sponsorship Rights which Allied attempts to make; and

(b) where Newegg has paid in advance for Sponsorship Rights that have not been provided by Allied, to have such sums refunded by Allied.

**9. Certain Material Covenants of Allied**

9.1 Allied shall organize and host events, both online and at the Venue, at its sole cost and expense in accordance with the terms of this Agreement, and perform and cause to be performed the Sponsorship Rights with reasonable skill and care and in accordance with generally recognized commercial practices and standards.

9.2 Allied shall use its best endeavours to deliver or ensure the delivery to Newegg of each and all of the Sponsorship Rights. Without limitation of the preceding sentence or any other provision of this Agreement, Allied
shall identify and name Newegg as a Founding Partner, and as the exclusive Technology E-Commerce (or E-tail) Partner, of the Arena and in all of Allied's marketing materials in connection with the Arena where reasonably practicable.

9.3 Allied shall ensure that all relevant Newegg signage and advertising to be delivered as part of the Sponsorship Rights is properly in place, and operational and not concealed or obscured from view.

9.4 Allied confirms that, whenever possible, it will ensure that Newegg Marks will be present in accordance with this Agreement and that Newegg Marks are incorporated into all promotional, advertising and publicity material published in connection with the Arena where reasonably practicable.

9.5 Allied shall comply with:

(a) all applicable laws, rules, regulations, regulatory policies, guidelines or codes applicable to the Arena and Allied's activities to be carried out in performing its obligations in accordance with this Agreement, including all such guidelines and codes issued by statutory, regulatory and industry bodies, and further, will not pay, deliver, or offer or promise to pay or deliver, any funds or other item of value excluding the Products, either directly or through any third party, to any state or federal governmental official for any reason whatsoever other than the payment of statutory and administrative fees, charges and taxes that are due from Allied as a result of its performance under this Agreement;

(b) the terms and conditions, rules of conduct and/or community guidelines of any other online platform (including any advertising policies); and

(c) any conditions attached to any licences or consents issued in connection with the Arena including regarding health and safety and crowd security measures at the Arena.

9.6 Allied accepts that, regardless of its obligations to promote the Arena within the terms of this Agreement, Newegg shall be entitled to advertise, publicise, promote and otherwise commercially exploit its own Products, goodwill and reputation through Newegg's association with the Arena on and subject to the terms of this Agreement throughout and after the Term.

9.7 Allied shall make available to Newegg in connection with the Arena Allied's Marks in order for Newegg to exploit and make best use of the Sponsorship Rights.

9.8 For the avoidance of doubt, Allied shall be at all times responsible for its employees', agents' and sub- contractors' compliance with the obligations set out in this Section 9.

**10. Certain Material Covenants of Newegg**

10.1 Newegg shall exercise the Sponsorship Rights in accordance with the terms of this Agreement. For the avoidance of doubt, Newegg shall not be entitled to use or exploit any of the Commercial Rights other than the Sponsorship Rights in any way except in accordance with this Agreement.

10.2 Newegg shall provide to Allied, at Newegg's cost and expense, all necessary materials including artwork of Newegg Marks in a format and within print deadlines reasonably specified by Allied in order for it to be reproduced under the control of Allied for the fulfilment of the Sponsorship Rights.

**11. Representations and Warranties**

11.1 Each Party represents and warrants to the other Party that it has, and will maintain throughout the Term, the right, power and authority to enter into and perform this Agreement and to grant the licenses as provided in this Agreement; that it has procured all rights, permissions and approvals necessary for the performance of its obligations, including the grant of licenses, in this Agreement; and that it is not bound by any agreement with any third party that adversely affects its performance of its obligations in, or that would preclude it from fully complying with the provisions of, this Agreement.

11.2 Each Party covenants that it shall not make, publish or communicate to any person or entity in any online or other public forum any defamatory, misleading or disparaging remarks, comments or statements concerning

(a) the other Party or any of its affiliates, or any of such Party's or its affiliates' respective employees, officers, directors, agents, officials, equity holders, investors or sponsors, or (b) any software, products or services of the other Party or any affiliate.

11.3 Each Party represents and warrants that it is not a government-owned entity and that neither its management personnel nor any of its employees are government officials.

11.4 Newegg represents and warrants that it holds the necessary rights to permit Allied to use Newegg's Marks in accordance with the license granted in Section 6.1; and that to Newegg's actual knowledge the use, reproduction, distribution or transmission of Newegg's Marks will not violate any criminal laws, or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.

11.5 Allied represents and warrants that it holds the necessary rights to permit Newegg to use Allied's Marks and accept the Commercial Rights in accordance with the Sections 5.1 and 9.7; and that to Allied's actual knowledge the use, reproduction, distribution or transmission of Allied's Marks will not violate any criminal laws, or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.

**12. Indemnity and Liability**

12.1 Each Party ("**Indemnitor**") will defend, indemnify and hold the other Party (including associated officers, directors, shareholders, employees, agents and affiliates) (cumulatively, "**Indemnitee**") harmless from and against any and all losses, damages, claims, liabilities and expenses (including reasonable legal fees), suffered or incurred as a result of or in connection with any claim, suit, action, demand, or proceeding brought against Indemnitee based upon (a) a claim of a failure to perform, or a breach by Indemnitor of, any obligation, warranty, representation or covenant in this Agreement; (b) a claim of personal injury or property damage arising out of the fault or negligence of Indemnitor, its representatives, agents, or employees; or (c) a claim of infringement or misappropriation of any patent, trademark, copyright or other proprietary right held by any third party.

12.2 EXCEPTING ONLY CLAIMS MADE PURSUANT TO SECTION 12.1, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY LOST PROFITS, LOST REVENUES OR LOST SAVINGS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PRODUCTS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED, KNOWS OR SHOULD KNOW, OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

**13. Confidentiality**

13.1 Confidential Information. Each Party (the "**Disclosing Party**") may from time to time during the Term of this Agreement disclose to the other Party (the "**Receiving Party**") certain information regarding the Disclosing Party's business, including, without limitation, technical, marketing, financial, employee, planning and other confidential or proprietary information, which information is either marked as confidential or proprietary (or bears a similar legend) or which a reasonable person would understand to be confidential given the circumstance and nature of the disclosure ("**Confidential Information**"), whether disclosed orally or in writing. Without limiting the foregoing, Newegg's Confidential Information shall include information and materials provided by Newegg in connection with this Agreement. Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure as shown by credible evidence; (ii) before or after it has been disclosed to the Receiving Party, enters the public domain, not as a result of any action or inaction of the Receiving Party; (iii) is approved for release by written authorization of the Disclosing Party; (iv) is disclosed to the Receiving Party by a third party not in violation of any obligation of confidentiality; or (v) is independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party, as evidenced by such Party's written records.

13.2 Protection of Confidential Information. The Receiving Party will not use, and will cause its Representatives not to use, any Confidential Information of the Disclosing Party for any purpose other than performing its obligations or exercising its rights under this Agreement, and will not disclose the Confidential Information of the Disclosing Party to any party other than Receiving Party's employees, agents, directors, officers, auditors, attorneys, other professional advisors, regulators and contractors (collectively, the "**Representatives**") on a "need to know" basis, provided such Representatives are under a contractual obligation with Receiving Party to maintain the confidentiality of such Confidential Information, which obligation is consistent with, and no less protective of Confidential Information, than the terms of this Section 13. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

13.3 Confidentiality of Agreement. Other than as permitted in this Agreement, neither Party will disclose any terms of this Agreement except: (a) as required by law, or (b) pursuant to a mutually agreeable press release. Press releases concerning Newegg's sponsorship of the Events will only be published after written preapproval by both Parties, provided that if for any reason the Parties cannot agree about a specific release, Newegg shall have the ultimate decision-making right concerning whether to issue any press releases about this Agreement or Newegg's sponsorship of the Events.

13.4 Return of Confidential Information. Upon any termination or expiration of this Agreement, Allied shall deliver to Newegg all originals and copies of any material in any form containing or representing Newegg's Marks and other Confidential Information of Newegg or, at Newegg's request, shall destroy the same and provide Newegg a certification of the destruction.

13.5 Expiry or termination of this Agreement shall not affect any accrued rights, liabilities or obligations dealing with protection of the Confidential Information of either Party. The expiration or termination of this Agreement shall also not affect the obligations of this Section 13 with respect to any of Newegg's Confidential Information that is protected as a trade secret, which shall remain covered by this Section 13 for the duration of the trade secret.

**14. Expiry or Termination**

14.1 Failure by Allied to perform and comply with any of its obligations in sections 5, 6, 7, 9, 11, 12 and 13 of this Agreement shall be deemed a material breach of this Agreement and Newegg shall have the right to terminate this Agreement immediately if Allied fails to cure the breach within fifteen (15) days following Newegg's written notice of the breach.

14.2 Each Party may also terminate the Agreement for convenience after Contract Year 2 (as defined in Section 14.4) by providing written notice to the other Party at least sixty (60) calendar days prior to the effective date of such termination

1 4 . 3 Except as provided in (i) Section 5.2 for immediate termination subject to cure provisions in Section 14.1 , (ii) Section 14.1 for termination following notice, and (iii) Section 14.5 for immediate termination without notice, if either Party defaults in the performance, or breaches any provision, of this Agreement, then the non-defaulting Party may give written notice to the defaulting Party requiring the default or breach to be cured, and if the default or breach is not cured within fifteen (15) days of the receipt of the notice, this Agreement shall, without prejudice to any accrued right, automatically terminate at the end of the fifteen (15) day period.

14.4 During the first two (2) contract years of Term (i.e., February 1, 2019 through January 31, 2020 ("Contract Year 1") and February 1, 2020 through January 31, 2021 ("Contract Year 2")) and notwithstanding any other provisions of this Agreement, if Newegg defaults on or breaches any its obligations under the Agreement for any reason and fails to cure such default or breach within fifteen (15) days following receipt of Allied's written notice of such default or breach, the Parties acknowledge and agree that (i) Newegg shall remain responsible and/or liable for the full payment or, if applicable, the remaining portion of the Sponsorship Fee for Contract Year 1 and Contract Year 2, and (ii) Allied shall have the right to pursue any additional legal and equitable remedies in connection with the Agreement.

14.5 This Agreement shall terminate immediately, without any requirement of notice, (i) upon the institution against or the filing by either Party of insolvency, receivership or bankruptcy proceedings; or (ii) upon either Party making an assignment for the benefit of its creditors.

14.6 Upon termination for any reason, Newegg shall, without prejudice to its other rights, be immediately discharged of all obligations to pay any further Sponsorship Fees not yet rendered or to provide any further Sponsorship Benefits that have not already been delivered to Allied. Further, if Sponsorship Fees have been paid in advance, the Sponsorship Fee shall be prorated through the date of termination and Allied shall refund the portion corresponding to the unused period of the Term.

14.7 Notwithstanding the expiry or termination of this Agreement, both Parties shall not, and shall ensure that its Representatives shall not, do any of the following:

(a) make any form of representation (whether express or implied) that Allied remains under the sponsorship of or in public association with Newegg; or

(b) commit any act that would reasonably be seen as disparaging (whether expressly or implicitly) the Newegg and Allied brand names, reputations or any of their respective products or offerings.

14.8 Upon expiry or termination of this Agreement, Newegg's license granted to Allied in Section 6.1 and all other rights granted to Allied in this Agreement shall terminate and Allied shall cease any and all uses of Newegg's Marks.

14.9 All provisions of this Agreement that by their nature extend beyond expiry or termination of this Agreement shall remain in full force and effect notwithstanding the expiry or termination of this Agreement.

**15. Miscellaneous**

15.1 Relationship. The relationship of the Parties is solely that of independent contractors, and each Party will represent itself to any third parties only as such. Neither Party has the power to bind, represent or act for the other Party. The Parties have no agency, partnership, joint venture or fiduciary duties to each other.

15.2 Publicity. The Parties shall co-operate in good faith on all announcements and press releases regarding this Agreement and Newegg's sponsorship arrangement with Allied and Newegg shall determine in its sole discretion whether any such announcement or press release shall be published. Press releases concerning Newegg's sponsorship of the Arena will only be published after written preapproval by both Parties and Newegg shall have the final decision making right concerning any press releases regarding Newegg's sponsorship arrangement with Allied.

15.3 Expenses. Each Party shall be responsible for its own costs and expenses in connection with all matters relating to the negotiation and performance of this Agreement, unless otherwise agreed in writing by the Parties.

15.4 Assignment. Neither Newegg nor Allied shall have the right or power to assign or transfer any part of its rights or obligations under this Agreement without the prior consent in writing of the other Party.

15.5 Injunctive Relief. Each Party agrees that money damages for a breach of its obligations under the provisions of this Agreement protecting Confidential Information and those governing Intellectual Property Rights may be an inadequate remedy for the loss suffered by the other Party and the other Party shall have the right to obtain injunctive relief from any court of competent jurisdiction in order to prevent the breach, or further breach as the case may be, of any such obligation, without limiting the other Party's right to pursue any and all remedies provided in such event by law or equity.

15.6 Non-Waiver. All waivers must be in writing. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude further exercise thereof or of any other right, power or privilege.

15.7 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the provision shall be modified as necessary to conform to such laws or, if such modification would be inconsistent with the intent of the Parties, the provision shall be severed from this Agreement, and this Agreement shall be interpreted without reference to the severed provision with the remaining provisions continuing with full force and effect.

15.8 Entire Agreement. This Agreement, including the attached Schedules, which are incorporated herein in their entirety, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, representations, understandings, written or oral. No amendment or modification of any provision of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each Party.

15.9 Notice. Any notice required under this Agreement shall be given in writing, in the English language and sent to the address or e-mail address of the other Party as set out below its signature of this Agreement, or such other address or email address as shall have been notified to the other Party in accordance with this provision. Notices shall be sent by registered post or equivalent, facsimile, courier or by electronic transmission. If posted, the notice shall be deemed to have been received five (5) working days after the date of posting or, in the case of a notice to an addressee not in the country of the sender, ten (10) working days after the date of posting. If sent by facsimile or electronic transmission, notice shall be deemed received upon confirmation of complete receipt being given by the intended receiving Party. If couriered, notice will be deemed to have been received on delivery.


15.10 Governing Law and Jurisdiction. Without reference to choice or conflict of law principles, this Agreement shall be governed by and construed in accordance with the laws of the State of California, USA. The Parties unconditionally submit to exclusive jurisdiction of and accept as the exclusive venue for any legal proceeding involving this Agreement the state and federal courts located in the County of Los Angeles, California. Before any Party (the "**Complaining Party**") may bring any legal proceeding against the other (the "**Non Complaining Party**"), the Complaining Party shall first make a reasonable and good faith attempt to resolve all disputes privately by notifying and providing to the Non Complaining Party of the Complaining Party's complaints, reasons and supporting evidence for the complaints, and the reasonable steps Complaining Party would like the Non Complaining Party to take in order to address the complaints. If for any reason the Non-Complaining Party disagrees with either the complaint or the steps suggested to address the complaints, the Parties shall discuss and work on an amicable solution for at least thirty (30) days before the Complaining Party may bring any legal proceeding to resolve the complaints. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope and applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles County, California, by an arbitrator of JAMS, in accordance with its arbitration rules and procedures then in effect. Judgment on the arbitrator's award may be entered in any court having jurisdiction. The prevailing Party in any dispute involving this Agreement shall be entitled to recover from the other Party its costs, expenses, and reasonable attorneys' fees (including any fees for expert witnesses, paralegals, or other legal service providers). This Section 15.10 shall not preclude or place any condition on any Party from seeking injunctive relief from a court of appropriate jurisdiction.

15.11 Third Party Rights. This Agreement does not confer any rights or remedies on any third party.

15.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one and the same instrument.

15.13 Headings. All section headings contained in this Agreement are for convenience or reference only, do not form a part hereof and shall not in any way affect the meaning or interpretation of this Agreement.

15.14 Force Majeure. Neither Party will be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including earthquake, fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, terrorism or threat thereof, outbreak of disease or other public health hazard, failure or delay in delivery by suppliers or delays in transportation. In such event the Party unable to meet its obligations will use all best efforts to remedy its delayed performance and will promptly notify the other Party in writing of the circumstances affecting its timely performance.

IN WITNESS WHEREOF, the Parties have executed this Agreement acting through their duly authorized representatives as of the Effective Date.

| "Newegg" | "Allied" |
|---|---|
| Newegg Inc. | Allied Esports International, Inc. |
| By /s/ Mitesh Patel | By: /s/ Judson Hannigan |
| Name: Mitesh Patel | Name: Judson Hannigan |
| Title: VP, Marketing | Title: CEO |

| **Newegg Inc.** | **Allied Esports International, Inc.** |
|---|---|
| Address:<br>Newegg Inc.<br>17560 Rowland St.<br>City of Industry, CA 91745 USA | Address:<br>Allied Esports International, Inc.<br>4000 McArthur Blvd, 6th Floor<br>Newport Beach, California 92660 |
| Contact: +1 (714) 435-2600 | Contact: +1 714-265-7323 |
| Email: | Email: jud@esportsallied.com |
| Attention: Legal Department<br>***By Newegg Legal at 11:40 am, Feb 25, 2019*** | Attention: Judson Hannigan |

Exhibit 10.35

**EVENT SPONSORSHIP AGREEMENT**

This Event Sponsorship Agreement **("Agreement")** is made and entered into as of March 22nd, 2018 (the **"Effective Date"),** by and between Kingston Technology Company, Inc. **("Kingston"),** a Delaware corporation; and Allied Esports International, Inc., a Nevada corporation **("Organizer").** Kingston and Organizer are hereinafter referred to jointly as the **"Parties"** and each as a **"Party."**

**BACKGROUND**

A. Kingston is in the business of developing, marketing, selling and supporting gaming accessories and memory products, and proposes to provide promotional and product support as a sponsor for the "Events" (as hereinafter defined).

B. Organizer is an esports organization that owns and controls the Commercial Rights (as hereinafter defined) to the Events and wishes to grant rights to Kingston in respect of Kingston's sponsorship of the Events pursuant to this Agreement.

C. Each of the Parties undertakes obligations to the other Party as provided in this Agreement.

For valuable consideration received, including the Parties' respective covenants in this Agreement, the Parties hereby agree as follows:

**1. Scope of this Agreement.** Kingston agrees to provide certain financial sponsorship, including fees and free units of Products, and to grant certain benefits, to Organizer in connection with the Events and Organizer agrees to grant certain rights to Kingston, all as described in this Agreement.

**2. Certain Definitions.** When used in this Agreement, the following terms have the following meanings:

2.1 **"Commercial Rights"** means any and all rights of a commercial nature connected with the Events, including image rights, broadcasting rights, new media rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licensing rights, advertising rights, hospitality rights and all intellectual property rights in and to the foregoing.

2.2 **"Events"** means all eSports tournaments, events and standard game play held by Organizer at Esports Arena Las Vegas ("ESALV") during the Term.

2.3 **"Including," "Includes"** and similar words means "including but not limited to" and shall mean in all contexts "without limitation."

2.4 **"Intellectual Property Rights"** means rights protecting or governing intellectual property rights, including all now known and hereafter existing: (i) copyright and related rights in original works of authorship and all rights to use, commercialize, and exploit such rights; (ii) rights on trademarks, service marks, trade names, logos, trade dress, indicia of origin, and other commercial names; (iii) trade secret rights including, without limitation, all rights in confidential information, trade secret, know-how and other proprietary and/or confidential materials and information, whether arising by law or contract; (iv) patent rights, rights in patentable inventions and processes, utility models, designs, algorithms and other industrial property rights; and (v) other intellectual property rights and proprietary rights of every kind and nature throughout the world, whether arising by operation of law, by contract, by license or otherwise in any form, media or technology now known or later developed.

2.5 **"Kingston Marks"** means the Kingston trademarks and logos set out in Schedule 1, together with any accompanying artwork, design, slogan, text and other collateral marketing signs of Kingston Products.

2.6 **"Kingston Products"** means all products offered by Kingston in addition to HyperX gaming peripherals.

2.7 **"Organizer Marks"** means the trademarks and logos of Organizer and Esports Arena Las Vegas, LLC set out in Schedule 2, together with any accompanying artwork, design, slogan, text and other collateral marketing signs of Organizer and Esports Arena Las Vegas, LLC.

2.8 **"Sponsorship Benefits"** means the benefits Kingston will provide Organizer, including the license granted in Section 6.1 and the fee stated in Schedule 3.

2.9 **"Sponsorship Rights"** means the bundle of rights, services and deliverables Organizer will provide to Kingston as set out in Schedule 4, which includes the license of, and rights with respect to, Organizer Marks granted in Section 5.

2.10 **"Term"** has the meaning given in Section 3 of this Agreement.

2.11 **"Sponsorship Fee"** has the meaning given in Schedule 3 of this Agreement.

2.12 **"Venue"** means the premises where the Events will occur.

**3. Term of this Agreement.** This Agreement shall be valid for three (3) years from the Effective Date through March 25, 2021, unless this Agreement is terminated earlier pursuant to Section 14 (the **"Term").** For the purpose of clarity, the second year of this Agreement starts March 23, 2019, and the third and final year of this Agreement starts March 24, 2020.

**4. Organizer Obligations and Kingston Sponsorship Obligations**

4.1 Organizer shall provide to Kingston, by the license granted in Section 5.1, the Sponsorship Rights, including generally providing advertising space in all of the Organizer's media relating to the Events and participation in Organizer's marketing activities relating to the Events.

4.2 Kingston shall provide to Organizer the Sponsorship Benefits set out in Schedule 3, including paying the Sponsorship Fee as provided in that Schedule. Any value-added, goods and services, or similar tax or duty imposed by any government or tax authority on any Sponsorship Benefit shall be borne solely by Organizer.

**5. Organizer's License to Kingston**

5.1 Organizer grants Kingston a revocable (pursuant to Section 14.6), non-transferrable, non-assignable (whether voluntarily, or as a result of a change of control, or by operation of law), non-sublicensable, non-exclusive and worldwide limited license to use, publicly display, transmit, broadcast, stream, distribute and reproduce the Organizer Marks in any form and in any manner for the purposes of this Agreement during the Term. Organizer acknowledges and agrees that Kingston shall not pay any fees or royalties for the license of the Organizer Marks, except the Sponsorship Fee specified in Schedule 3.

5.2 Kingston acknowledges and agrees that Organizer has valuable goodwill and reputation in the Organizer Marks and that Organizer is and shall be at all times the sole and exclusive owner of rights, including Intellectual Property Rights, in and related to the Organizer Marks. Kingston does not acquire any right, title, or interest in or to the Kingston Marks by virtue of the limited license granted in Section 5.1, or through Kingston's permitted use of the Organizer Marks, other than the right to use such Organizer Marks in accordance with that license. Kingston acknowledges that its use of the Organizer Marks pursuant to this Agreement, and all goodwill associated with such use, shall inure exclusively to the benefit of Organizer.

5.3 Kingston shall use the Organizer Marks only in strict compliance with the terms and conditions of this Agreement. Kingston's use of the Organizer Marks (a) shall be subject to Organizer's right of review and approval, and prior direction and control, to be exercised in Organizer's sole discretion, and (b) shall, at all times, meet or exceed Organizer's trademark-usage guidelines and quality standards which may be provided by Organizer from time to time **("Organizer's Acceptable Quality Standards").** Without limiting any other provision of this Section 5.3, if at any time Organizer determines that Kingston's use of the Organizer Marks fails to comply with this Agreement or to conform to the Acceptable Quality Standards, Kingston shall, within five (5) days of receipt of notice from Organizer, correct its use of the Organizer Marks so that its use is in compliance with this Agreement and the Acceptable Quality Standards or cease using, and remove, the Organizer Marks from all of Kingston's videos, streams and other publications in all media **("Kingston's Correction Action").** Kingston's obligation to take and complete Kingston's Correction Action shall survive any expiration or termination of this Agreement.

5.4 Kingston shall not at any time do, or cause to be done, directly or indirectly any act that may impair or tarnish any part of Organizer's goodwill and reputation in the Organizer Marks. Without limiting the preceding sentence, Kingston agrees not to use the Organizer Marks in any advertising materials or conduct any activities in a manner that may modify, alter, detract from or impair the integrity, character, or dignity of the Organizer Marks or reflect unfavorably upon Organizer.

5.5 In exercise of the rights granted in Section 5.1, Kingston shall always use the Organizer Marks in a manner that significantly distinguishes them from any surrounding text or other logo or source designation. Except as may be expressly authorized in writing by Organizer, Kingston shall not use the Organizer Marks as a co-brand with any third party mark. Kingston agrees to use the Organizer Marks only in the form and with only the content provided by Organizer. The Organizer Marks may not be altered in any manner. The Organizer Marks must include a $^{TM}$ or symbol as part of the Organizer Marks, as provided by Organizer.

**6. Kingston's License to Organizer; Organizer's Obligations Regarding Kingston Marks and Products**

6.1 Kingston grants Organizer a revocable (pursuant to Section 14.6), non-transferrable, non-assignable (whether voluntarily, or as a result of a change of control, or by operation of law), non-sublicensable, non-exclusive and worldwide limited license to use, during the Term, the Kingston Marks solely in connection with Organizer's marketing and conduct of the Events.

6.2 Organizer acknowledges and agrees that Kingston has valuable goodwill and reputation in the Kingston Marks and that Kingston is and shall be at all times the sole and exclusive owner of rights, including Intellectual Property Rights, in and related to the Kingston Marks. Organizer does not acquire any right, title, or interest in or to the Kingston Marks by virtue of the limited license granted in Section 6.1, or through Organizer's permitted use of the Kingston Marks, other than the right to use such Kingston Marks in accordance with that license. Organizer acknowledges that its use of the Kingston Marks pursuant to this Agreement, and all goodwill associated with such use, shall inure exclusively to the benefit of Kingston. Organizer further acknowledges and agrees that Kingston shall have sole control and final editorial say, in Kingston's sole discretion, over the marketing/promotion, appearance, design, layout, placement, and presentation of Kingston's Products, including all packaging, advertisements and other marketing and promotional materials relating to the Kingston Products.

6.3 Organizer shall use the Kingston Marks only in strict compliance with the terms and conditions of this Agreement. Organizer's use of the Kingston Marks (a) shall be subject to Kingston's right of review and approval, and prior direction and control, to be exercised in Kingston's sole discretion, and (b) shall, at all times, meet or exceed Kingston's trademark-usage guidelines and quality standards which may be provided by Kingston from time to time **("Acceptable Quality Standards").** Without limiting any other provision of this Section 6.3, if at any time Kingston determines that Organizer's use of the Kingston Marks fails to comply with this Agreement or to conform to the Acceptable Quality Standards, Organizer shall, within five (5) days of receipt of notice from Kingston, correct its use of the Kingston Marks so that its use is in compliance with this Agreement and the Acceptable Quality Standards or cease using, and remove, the Kingston Marks from all of Organizer's videos, streams and other publications in all media **("Organizer's Correction Action").** Organizer's obligation to take and complete Organizer's Correction Action shall survive any expiration or termination of this Agreement.

6.4 Organizer shall not at any time do, or cause to be done, directly or indirectly any act that may impair or tarnish any part of Kingston's goodwill and reputation in the Kingston Marks and the Kingston Products. Without limiting the preceding sentence, Organizer agrees not to use the Kingston Marks in any advertising materials or conduct any activities in a manner that may modify, alter, detract from or impair the integrity, character, or dignity of the Kingston Marks or reflect unfavorably upon Kingston or the Kingston Products.

6.5 In exercise of the rights granted in Section 6.1, Organizer shall always use the Kingston Marks in a manner that significantly distinguishes them from any surrounding text or other logo or source designation. Except as may be expressly authorized in writing by Kingston, the Organizer shall not use the Kingston Marks as a co-brand with any third party mark. Organizer agrees to use the Kingston Marks only in the form and with only the content provided by Kingston. The Kingston Marks may not be altered in any manner. The Kingston Marks must include a ™ or ® symbol as part of the Kingston Marks, as provided by Kingston. Where practicable, the following trademark notice must appear in close proximity to the Kingston Marks and the ownership of the Kingston Marks must be identified: "HyperX and the HyperX logo are trademarks of Kingston Technology Corporation."

**7. Exclusivity of Sponsorship Rights for Kingston's Gaming Peripherals**

7.1 In all of Organizer's actions and publications (in all media and formats) in connection with the marketing and conducting of the Events, where possible and appropriate, Organizer shall communicate that Kingston is the exclusive sponsor of the Events for the peripheral categories of keyboards, headsets, mice, and mousepad.

7.2 Organizer shall not endorse, or permit the marketing of, keyboards, headsets, mice, or mousepads of any other supplier at or in connection with the Events.

7.3 For the purpose of clarity, Sections 7.1 and 7.2 exclusivity do not apply to (a) those events not organized by Organizer; (b) events not held at ESALV; and (c) products not within the peripheral categories of keyboards, headsets, mice, and mousepad.

**8. Refund or Reduction of Sponsorship Fee**

8.1 Without limitation of other rights of Kingston under this Agreement, the Parties agree to negotiate a reasonable reduction and, where applicable, the refund of the Sponsorship Fee to reflect any material restriction in the benefit or value of the Sponsorship Rights to Kingston, including as a result of any of the following events occurring during the Term:

(a) any change in any laws or regulatory provisions which has an adverse impact on the value of the Sponsorship Rights; or
(b) cancellation or postponement beyond the Term of any of the Events for any reason, including as a result of a force majeure event. Further, Organizer shall notify Kingston as provided in Section 15.9, within twenty-four (24) hours of any cancellation relating to the Events.

**9. Certain Material Covenants of Organizer**

9.1 Organizer shall (i) organize the Events, both online and at the Venue, at its sole cost and expense in accordance with the terms of this Agreement; and (ii) perform and cause to be performed the Sponsorship Rights with reasonable skill and care and in accordance with generally recognized commercial practices and standards.

9.2 Organizer shall use its best endeavours to deliver or ensure the delivery to Kingston of each and all of the Sponsorship Rights. Without limitation of the preceding sentence or any other provision of this Agreement, Organizer shall identify and name Kingston as an official sponsor, and as the exclusive peripheral (keyboard, mice, mousepad, and headsets) sponsor, of the Events at the Events and in all of Organizer's marketing materials in connection with the Events.

9.3 Organizer shall ensure that all relevant Kingston signage and advertising to be delivered as part of the Sponsorship Rights is properly in place, and operational and not concealed or obscured from view, at the start of the Events and at all times during the Events.

9.4 Organizer confirms that, whenever possible, it will ensure that Kingston Marks will be present in accordance with this Agreement and that Kingston Marks are incorporated into all promotional, advertising and publicity material published in connection with the Events except those events or tournaments not organized by Organizer and not held at ESALV.

9.5 Organizer shall comply with:

(a) all applicable laws, rules, regulations, regulatory policies, guidelines or codes applicable to the Events and Organizer's activities to be carried out in performing its obligations in accordance with this Agreement, including all such guidelines and codes issued by statutory, regulatory and industry bodies, and further, in connection with this Agreement will not pay, deliver, or offer or promise to pay or deliver, any funds or other item of value excluding the Products, either directly or through any third party, to any state or federal governmental official for any reason whatsoever other than the payment of statutory and administrative fees, charges and taxes that are due from Organizer as a result of its performance under this Agreement;
(b) the terms and conditions, rules of conduct and/or community guidelines of any other online platform (including any advertising policies); and
(c) any conditions attached to any licences or consents issued in connection with the Events including regarding health and safety and crowd security measures at the Venue.

9.6 Organizer accepts that, regardless of its obligations to promote the Events within the terms of this Agreement, Kingston shall be entitled to advertise, publicise, promote and otherwise commercially exploit its own Products, goodwill and reputation through Kingston's association with the Events on and subject to the terms of this Agreement throughout and after the Term.

**10. Certain Material Covenants of Kingston**

10.1 Kingston shall exercise the Sponsorship Rights in accordance with the terms of this Agreement. For the avoidance of doubt, Kingston shall not be entitled to use or exploit any of the Commercial Rights other than the Sponsorship Rights in any way except in accordance with this Agreement.

10.2 Kingston shall provide to Organizer, at Kingston's cost and expense, all necessary materials including artwork of Kingston Marks in a format and within print deadlines reasonably specified by Organizer in order for it to be reproduced under the control of Organizer for the fulfilment of the Sponsorship Rights.

**11. Representations and Warranties**

11.1 Each Party represents and warrants to the other Party that it has, and will maintain throughout the Term, the right, power and authority to enter into and perform this Agreement and to grant the licenses as provided in this Agreement; that it has procured all rights, permissions and approvals necessary for the performance of its obligations, including the grant of licenses, in this Agreement; and that it is not bound by any agreement with any third party that adversely affects its performance of its obligations in, or that would preclude it from fully complying with the provisions of, this Agreement.

11.2 Each Party covenants that it shall not make, publish or communicate to any person or entity in any online or other public forum any defamatory, misleading or disparaging remarks, comments or statements concerning (a) the other Party or any of its affiliates, or any of such Party's or its affiliates' respective employees, officers, directors, agents, officials, equity holders, investors or sponsors, or (b) any software, products or services of the other Party or any affiliate.

11.3 Each Party represents and warrants that it is not a government-owned entity and that neither its management personnel nor any of its employees are government officials.

11.4 Kingston represents and warrants that it holds the necessary rights to permit Organizer to use Kingston's Marksin accordance with the license granted in Section 6.1; and that to Kingston's actual knowledge the use, reproduction, distribution or transmission of Kingston's Marks will not violate any criminal laws, or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.

11.5 Organizer represents and warrants that it holds the necessary rights to permit Kingston to use Organizer's Marks and accept the Commercial Rights in accordance with Section 5.1; and that to Organizer's actual knowledge the use, reproduction, distribution or transmission of Organizer's Marks will not violate any criminal laws, or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.

**12. Indemnity and Liability**

12.1 Each Party **("Indemnitor")** will defend, indemnify and hold the other Party (including associated officers, directors, shareholders, employees, agents and affiliates) (cumulatively, **"Indemnitee")** harmless from and against any and all losses, damages, claims, liabilities and expenses (including reasonable legal fees), suffered or incurred as a result of or in connection with any claim, suit, action, demand, or proceeding brought against Indemnitee based upon (a) a claim of a failure to perform, or a breach by Indemnitor of, any obligation, warranty, representation or covenant in this Agreement; (b) a claim of personal injury or property damage arising out of the fault or negligence of Indemnitor, its representatives, agents, or employees; or (c) a claim of infringement or misappropriation of any patent, trademark, copyright or other proprietary right held by any third party.

12.2 EXCEPTING ONLY CLAIMS MADE PURSUANT TO SECTION 12.1, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY LOST PROFITS, LOST REVENUES OR LOST SAVINGS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PRODUCTS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED, KNOWS OR SHOULD KNOW, OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

**13. Confidentiality**

13.1 Confidential Information. Each Party (the **"Disclosing Party")** may from time to time during the Term of this Agreement disclose to the other Party (the **"Receiving Party")** certain information regarding the Disclosing Party's business, including, without limitation, technical, marketing, financial, employee, planning and other confidential or proprietary information, which information is either marked as confidential or proprietary (or bears a similar legend) or which a reasonable person would understand to be confidential given the circumstance and nature of the disclosure **("Confidential Information"),** whether disclosed orally or in writing. Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure as shown by credible evidence; (ii) before or after it has been disclosed to the Receiving Party, enters the public domain, not as a result of any action or inaction of the Receiving Party; (iii) is approved for release by written authorization of the Disclosing Party; (iv) is disclosed to the Receiving Party by a third party not in violation of any obligation of confidentiality; or (v) is independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party, as evidenced by such Party's written records.

13.2 Protection of Confidential Information. The Receiving Party will not use, and will cause its Representatives not to use, any Confidential Information of the Disclosing Party for any purpose other than performing its obligations or exercising its rights under this Agreement, and will not disclose the Confidential Information of the Disclosing Party to any party other than Receiving Party's employees, agents, directors, officers, auditors, attorneys, other professional advisors, regulators and contractors (collectively, the **"Representatives")** on a "need to know" basis, provided such Representatives are under a contractual obligation with Receiving Party to maintain the confidentiality of such Confidential Information, which obligation is consistent with, and no less protective of Confidential Information, than the terms of this Section 13. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

13.3 Confidentiality of Agreement. Other than as permitted in this Agreement, neither Party will disclose any terms of this Agreement except: (a) as required by law, or (b) pursuant to a mutually agreeable press release. Press releases concerning Kingston's sponsorship of the Events will only be published after written preapproval by both Parties.

13.4 Return of Confidential Information. Upon any termination or expiration of this Agreement, each Party shall deliver to the other Party all originals and copies of any material in any form containing or representing the other Party's marks and other Confidential Information of the other Party or, at the other Party's request, shall destroy the same and provide the other Party a certification of the destruction.

13.5 Expiry or termination of this Agreement shall not affect any accrued rights, liabilities or obligations dealing with protection of the Confidential Information of either Party.

**14. Expiry or Termination**

14.1 Kingston may also terminate the Agreement for convenience by providing Organizer with notice at least sixty (60) calendar days prior to the start of the second and third years of the Term.

14.2 Except as provided in (i) Section 14.1 for termination following notice, and (ii) Section 14.3 for immediate termination without notice, if either Party defaults in the performance, or breaches any provision, of this Agreement, then the non-defaulting Party may give written notice to the defaulting Party requiring the default or breach to be cured, and if the default or breach is not cured within ten (10) days of the receipt of the notice, this Agreement shall, without prejudice to any accrued right, automatically terminate at the end of the ten (10) day period.

14.3 This Agreement shall terminate immediately, without any requirement of notice, (i) upon the institution against or the filing by either Party of insolvency, receivership or bankruptcy proceedings; or (ii) upon either Party making an assignment for the benefit of its creditors.

14.4 Upon termination for any reason, if Sponsorship Fees have been paid in advance, the Sponsorship Fee shall be prorated through the date of termination and Organizer shall refund the portion corresponding to the unused period of the Term.

14.5 Following the expiry or termination of this Agreement, each Party shall not, and shall ensure that its Representatives shall not, do any of the following:

(a) make any form of representation (whether express or implied) that the Party remains in public association with the other Party; or

(b) commit any act that may disparage (whether expressly or implicitly) the other Party's brand name, reputation or products.

14.6 Upon expiry or termination of this Agreement, each Party's license granted to the other Party hereunder and all other rights granted to the other Party in this Agreement shall terminate.

14.7 All provisions of this Agreement that by their nature extend beyond expiry or termination of this Agreement shall remain in full force and effect notwithstanding the expiry or termination of this Agreement.

14.8 Should Organizer enter into a naming rights sponsorship with a sponsor within Kingston's category rights within this Agreement for the Esports Arena Las Vegas, Organizer shall provide Kingston will have first right to match that offer (within thirty (30) days after Kingston receives notice of the offer) to obtain the naming rights to the Esports Arena Las Vegas. Should Kingston elect to not match the offer, Organizer shall refund Kingston a pro rata portion of any fees paid by Kingston for Sponsorship Rights not provided by Organizer. For the purpose of clarity, Organizer shall not accept any third party offers that would prohibit Organizer from fully delivering the benefits promised to Kingston under this Agreement during the first year of this Agreement and for those subsequent years that Kingston failed to timely exercise its termination rights under Section 14.1.

**15. Miscellaneous**

15.1 Relationship. The relationship of the Parties is solely that of independent contractors, and each Party will represent itself to any third parties only as such. Neither Party has the power to bind, represent or act for the other Party. The Parties have no agency, partnership, joint venture or fiduciary duties to each other.

15.2 Publicity. The Parties shall co-operate in good faith on all announcements and press releases regarding this Agreement and Kingston's sponsorship arrangement with Organizer. Press releases concerning Kingston's sponsorship of the Events will only be published after written preapproval by both Parties.

15.3 Expenses. Each Party shall be responsible for its own costs and expenses in connection with all matters relating to the negotiation and performance of this Agreement, unless otherwise agreed in writing by the Parties.

15.4 Assignment. Neither Kingston nor Organizer shall have the right or power to assign or transfer any part of its rights or obligations under this Agreement without the prior consent in writing of the other Party.

15.5 Injunctive Relief. Each Party agrees that money damages for a breach of its obligations under the provisions of this Agreement protecting Confidential Information and those governing Intellectual Property Rights may be an inadequate remedy for the loss suffered by the other Party and the other Party shall have the right to obtain injunctive relief from any court of competent jurisdiction in order to prevent the breach, or further breach as the case may be, of any such obligation, without limiting the other Party's right to pursue any and all remedies provided in such event by law or equity.

15.6 Non-Waiver. All waivers must be in writing. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude further exercise thereof or of any other right, power or privilege.

15.7 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the provision shall be modified as necessary to conform to such laws or, if such modification would be inconsistent with the intent of the Parties, the provision shall be severed from this Agreement, and this Agreement shall be interpreted without reference to the severed provision with the remaining provisions continuing with full force and effect.

15.8 Entire Agreement. This Agreement, including the attached Schedules, which are incorporated herein in their entirety, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, representations, understandings, written or oral. No amendment or modification of any provision of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each Party.

15.9 Notice. Any notice required under this Agreement shall be given in writing, in the English language and sent to the address or e-mail address of the other Party as set out below its signature of this Agreement, or such other address or email address as shall have been notified to the other Party in accordance with this provision. Notices shall be sent by registered post or equivalent, facsimile, courier or by electronic transmission. If posted, the notice shall be deemed to have been received five (5) working days after the date of posting or, in the case of a notice to an addressee not in the country of the sender, ten (10) working days after the date of posting. If sent by facsimile or electronic transmission, notice shall be deemed received upon confirmation of complete receipt being given by the intended receiving Party. If couriered, notice will be deemed to have been received on delivery.

15.10 Governing Law and Jurisdiction. Without reference to choice or conflict of law principles, this Agreement shall be governed by and construed in accordance with the laws of the State of California, USA. The Parties unconditionally submit to exclusive jurisdiction of and accept as the exclusive venue for any legal proceeding involving this Agreement the state and federal courts located in the County of Orange, California. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope and applicability of this agreement to arbitrate, shall be determined by arbitration in Orange County, California, by an arbitrator of JAMS, in accordance with its arbitration rules and procedures then in effect. Judgment on the arbitrator's award may be entered in any court having jurisdiction. The prevailing Party in any dispute involving this Agreement shall be entitled to recover from the other Party its costs, expenses, and reasonable attorneys' fees (including any fees for expert witnesses, paralegals, or other legal service providers). This Section 15.10 shall not preclude or place any condition on any Party from seeking injunctive relief from a court of appropriate jurisdiction.

15.11 Third Party Rights. This Agreement does not confer any rights or remedies on any third party.

15.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one and the same instrument.

15.13 Headings. All section headings contained in this Agreement are for convenience or reference only, do not form a part hereof and shall not in any way affect the meaning or interpretation of this Agreement.

15.14 Force Majeure. Neither Party will be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including earthquake, fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, terrorism or threat thereof, outbreak of disease or other public health hazard, failure or delay in delivery by suppliers or delays in transportation. In such event the Party unable to meet its obligations will use all best efforts to remedy its delayed performance and will promptly notify the other Party in writing of the circumstances affecting its timely performance.

15.15 Default Interest. Amounts due but unpaid shall bear interest at a rate of 10% per annum until paid.

IN WITNESS WHEREOF, the Parties have executed this Agreement acting through their duly authorized representatives as of the Effective Date.

| "Kingston" | "Organizer" |
|---|---|
| Kingston Technology Company, Inc. | Allied Esports International, Inc. |
| By: /s/ Mark Leatham | By: /s/ Judson Hannigan |
| Name: Mark Leathem | Name: Judson Hannigan |
| Title: GM | Title: CEO |

| **Kingston Technology Coijnn), Inc.** | **Allied Esports International, Inc. • -** |
|---|---|
| Address:<br>Kingston Technology Company, Inc.<br>17600 Newhope Street<br>Fountain Valley, CA 92708 USA | Address:<br>Allied Esports International, Inc.<br>4000 McArthur Blvd<br>Newport Beach, California 92660 |
| Contact: +1 (714) 435-2600 | Contact: +1 714-265-7323 |
| Email: HyperX_Legal@kingston.com | Email: ray.mikhail@esportsallied.com |
| Attention: Legal Department | Attention: Ray Mikhail |

Exhibit 10.36

**LEASE AGREEMENT**

ALLIED ESPORTS INTERNATIONAL, INC., A NEVADA CORPORATION

**TENANT**

ESPORTS ARENA LAS VEGAS
**TRADE NAME**
AT
LUXOR HOTEL AND CASINO

**BASIC LEASE INFORMATION**

(1) Effective Date: March 23, 2017 (the "Effective Date").

(2) Landlord: Ramparts, Inc., a Nevada corporation ("Landlord").

(3) Tenant: ALLIED ESPORTS INTERNATIONAL, INC., a Nevada corporation ("Tenant").

(4) Hotel Complex: Luxor Hotel and Casino (as such name may be modified from time to time by Landlord in its sole discretion, the "Hotel Name"), together with any and all ancillary buildings, structures, parking decks, and other related areas, is the "Hotel Complex."

(5) Premises (Section 2.1): Approximately thirty thousand (30,000) square feet within the Hotel Complex, which is designated (by cross-hatching) on Exhibit A attached hereto (the "Premises").

(6) Term; Commencement Date (Section 2.3); Estimated Delivery Date (Section 3.1 ); Required Completion Date (Section 3.3.1): The initial term of this Lease (the "Initial Term") shall be sixty (60) full calendar months, plus any partial month from the Commencement Date (as defined below) to the end of the calendar month in which the Commencement Date falls, starting on the Commencement Date and ending at 5:00 p.m. local time on the last day of the sixtieth ($60^{th}$) full calendar month following the Commencement Date (the "Expiration Date"), subject to earlier termination as provided in this Lease. The Initial Term may be extended pursuant to Section 2.3.2. The Initial Term, together with any and all Extension Term(s) (as defined below), is the "Term."

The "Commencement Date" means the earlier of the following dates:

(a) the date upon which Tenant opens the Premises to the public for business, or

(b) the Required Completion Date (as defined below).

The "Estimated Delivery Date" shall mean approximately April 10, 2017. The "Delivery Date" shall mean the actual date on which Landlord delivers possession of the Premises to Tenant.

The "Required Completion Date" for completion of Tenant's Work (as defined in Section 3.2.1) in accordance with Section 3.3.1 shall mean no later than three hundred sixty-five (365) days after the Delivery Date, subject to extension as provided in Section 3.3.1.

(7) Extension Term (Section 2.3.2): One (1) extension term of sixty (60) full calendar months ("Extension Term").

(8) Amortization Basis (Sections 2.5, 2.6 and 2.7): The "Amortization Basis" shall be on a five (5) year straight-line basis commencing on the Commencement Date as to the initial leasehold improvements and commencing on the date the applicable improvement is completed as to subsequent capital improvements for which Landlord has given its prior written consent.

(9) Tenant's Work Budget (Section 3.2.1): Tenant expects to spend at a minimum Eight Million Dollars ($8,000,000.00) for Tenant's Work (the "Tenant's Work Budget").

(10) Intentionally Omitted.

(11) Security Deposit (Section 3.7.4): Six Hundred Twenty Five Thousand and no/100 Dollars ($625,000.00), subject to reduction as provided Section 3.7.4.

(12) Minimum Annual/Monthly Rent (Section 4.1): During the Initial Term, One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00) per annum (the "Minimum Annual Rent"), payable in equal consecutive monthly installments of One Hundred Twenty-Five Thousand and No/100 Dollars ($125,000.00) (the "Minimum Monthly Rent") in advance on the Commencement Date (or a prorated portion for the month if the Commencement Date does not fall on the first (1') day of the month) and thereafter on the first (r) day of each month.

During the Extension Term, Minimum Annual Rent of One Million Six Hundred Fifty Thousand and No/100 Dollars ($1,650,000.00) per annum, payable in equal consecutive monthly installments of One Hundred Thirty-Seven Thousand Five Hundred and No/100 Dollars ($137,500.00).

(13) Intentionally Omitted.

(14) Percentage Rent Factor(s) (Section 4.1.2): Seven percent (7%) of Gross Sales.

The percentage value(s) set forth above is hereinafter referred to as the "Percentage Rent Factor(s)."

Percentage Rent Cap: During the Initial Term and the Extension Term, the amount of Percentage Rent paid by Tenant to Landlord shall not exceed the amount of Three Million Dollars ($3,000,000) per Lease Year (the "Percentage Rent Cap").

(15) Intentionally Omitted.

(16) Tenant's Tax Obligation (Section 4.5): Tenant shall pay for Real Estate Taxes (as defined in Section 4.5.1). Tenant's initial obligation for Tenant's Tax Share (as defined in Section 4.5.1) is estimated to be Two and No/100 Dollars ($2.00) per square foot of the Premises annually, subject to increases for reassessment for initial improvements and adjustment based on actual taxes each year during the Term.

**(17)** Tenant's Common Area Maintenance Expenses Obligation (Section 6.2): Tenant shall pay Five and No/100 Dollars ($5.00) per square foot of the Premises annually as Tenant's obligation for Common Area Maintenance Expenses (as defined in Section 6.2) (Tenant's "Common Area Maintenance Charges").

(18) Permitted Use (Section 8.1): Tenant shall use the Premises for the operation of an esports competition arena and experience center where customers play, compete, and view esports. Tenant will also serve food and alcohol at the Premises and allow for broadcasting of the competitions held at the Premises and may sell ancillary merchandise associated with the arena. Tenant shall not conduct any gaming activity within the Premises; *provided, however,* that Landlord may conduct gaming activity within the Premises (the "Permitted Use").

(19) Trade Name (Section 8.1): Esports Arena Las Vegas or such other main name as Landlord and Tenant mutually agree upon in writing and in their respective sole, and absolute, discretion from time to time. The Trade Name shall at all times during the Lease Term, unless otherwise directed by Landlord, be used in connection with "Luxor" when referring to, advertising and marketing the Premises such as "Esports Arena Las Vegas at Luxor" (or such other form as is approved in writing by Landlord from time to time in Landlord's reasonable discretion) (the **"Trade Name").**

(20) **Operational Hours (Section 8.3.1):** Tenant shall at a minimum be open for business and operate the Premises 60 hours per week and at least six days per week; provided that Tenant shall not be closed for business on two consecutive days (the **"Minimum Hours of Operation").** For purposes of this Section (20), the term "week" means a seven day period commencing at 12:01 AM local Las Vegas time on Monday.

(21) **Exclusivity of Tenant (Section 8.4.2):** Notwithstanding the first sentence of Section 8.4.2, provided that there exists no uncured Event of Default by Tenant, Landlord shall not, without Tenant's reasonable consent, during the Term, use, or allow any tenant or occupant of the Hotel Complex to use, any premises in the Hotel Complex for a Competitive Use or devote or allow any other tenant or occupant to devote at any time any floor area to a Competitive Use (as defined below) (the **"Exclusive Right").** For the purposes of this provision, the term **"Competitive Use"** shall mean any competition arena where customers play and compete against other players in organized esports games.

The Exclusive Right is subject to the following express limitations:

A. The Exclusive Right shall not apply to any tenants or occupants in possession of premises, and their successors and assigns, at the Hotel Complex under leases or agreements entered into before the Effective Date (excluding any change of use that requires Landlord's consent and any lease amendments entered into after the date of this Lease that change or expand their permitted uses).

B. The Exclusive Right shall not apply to occasional or temporary events that are not open to the general public and do not promote esports within the Hotel Complex.

C. The Exclusive Right shall not apply to the conventions that take place at the Hotel Complex;

D. Exclusive Right shall only be effective so long as and while Tenant continuously operates its exclusive business and Permitted Use in substantially all of the Premises (excluding temporary closures permitted under this Lease), and shall not restrict uses that Tenant does not engage in at the Hotel Complex;

E. The Exclusive Right shall not apply to, and shall not be deemed to permit Tenant, any use otherwise prohibited by this Lease, by the prohibited uses applicable to the Hotel Complex or by the exclusive uses granted to tenants at the Hotel Complex prior to the Effective Date.

If Landlord violates the terms of the Exclusive Right, then Tenant may, without waiver of its other rights or remedies under this Lease or at law, exercise the following remedies after providing written notice of the breach to Landlord:

If Landlord violates the Exclusive Right and the breach is a Willful Breach (as defined below) by Landlord *(i.e.,* the breach is not due to the unauthorized actions of another tenant or occupant of the Hotel Complex), and if Landlord has not cured the breach within thirty (30) days after Tenant's written notice of the breach, then the Minimum Monthly Rent will be automatically reduced to seventy percent (70%) of the Minimum Monthly Rent stated in Basic Lease Information Section (12) during such time as the Willful Breach continues, and if Landlord has not cured the breach within ninety (90) days after Tenant's written notice of the breach, in addition to all other remedies available to Tenant, the provisions of Section 8.11 of this Lease thereafter shall be of no further force or effect. As used in this Lease, a **"Willful Breach"** means (a) Landlord's specifically granting to any other tenant the right to use its premises in any manner that violates Tenant's Exclusive Right, (b) Landlord's use of any portion of the Hotel Complex in any manner that violates Tenant's Exclusive Right, or (c) Landlord's granting to any other tenant the right to use its premises in any manner that violates Tenant's Exclusive Right and such other tenant's actual use of its premises in a manner that violates Tenant's Exclusive Right causes a material adverse effect on Tenant's business in the Premises.

If another tenant, occupant or operator within the Hotel Complex acts in violation of Tenant's Exclusive Use **("Rogue Tenant")** and that breach is not a Willful Breach by Landlord (a **"Nonwillful Breach"),** then Landlord will provide notice to such Rogue Tenant and follow any required procedures as may be required by the agreement between Landlord and the Rogue Tenant in order to have the Rogue Tenant cease the violation **("Contractual Remedies").** In the event the Contractual Remedies are unsuccessful, Landlord will commence an action to pursue commercially reasonable remedies against the Rogue Tenant within thirty (30) days after the date that the Contractual Remedies prove unsuccessful and Landlord will diligently pursue in good faith such action with respect to the unauthorized actions of the Rogue Tenant; *provided, however,* such action shall not include any appeal of an adverse decision denying injunctive relief unless the Rogue Tenant's violation is materially and adversely affecting Tenant's business at the Premises. If Landlord either (a) fails to file an action within that 30-day period or (b) fails to diligently pursue the action against the Rogue Tenant as set forth in this paragraph, then on either such failure Landlord's Nonwillful Breach will automatically be deemed to be a Willful Breach and Tenant will have the right to exercise the remedies for Willful Breach set forth in this Section (21).

(22) **Promotional Partners (Section 8.5):** Presently, Landlord's Promotional Partners (as defined in Section 8.5) include: PepsiCo, Redbull and Fiji (premium water) requiring that such companies' products be exclusively sold throughout the Hotel Complex, including the Premises. Presently, Tenant does not have any Promotional Partners.

(23) **Restrictive** Zone (Section **8.11):** Anywhere within Clark County, Nevada (the **"Restrictive Zone").**

(24) **Tenant Refurbishment (Section 10.1):** A minimum amount of Three Hundred Fifty Thousand and No/100 Dollars ($350,000.00) within two (2) years after the beginning of the Extension Term (the **"Refurbishment Minimum").**

(25) **Intentionally Omitted.**

(26) Contact Information for Notices (Section 23.7):

Landlord:
Nildas Rytterstrom
General Manager
Ramparts, Inc. dba Luxor Hotel and Casino
3900 Las Vegas Boulevard South
Las Vegas, Nevada 89119
Email: nrytterstrom@luxor.com

with a required copy (which shall not constitute notice) to:

MGM Resorts International
Attn: Corporate Legal

3950 Las Vegas Blvd. South
Las Vegas, Nevada 89119

Mark Lefever
Vice President/CFO
Luxor Hotel and Casino
3900 Las Vegas Boulevard South
Las Vegas, Nevada 89119
Email: mlefever@luxor.com

Luxor Hotel and Casino
Legal Department
c/o MGM Resorts International
3950 Las Vegas Boulevard South
Las Vegas, Nevada 89119

Tenant:
ALLIED ESPORTS INTERNATIONAL, INC.
1920 Main Street, Suite 1150
Irvine, CA 92614
Rent to be paid at:
By ACH Transfer:

| | |
|---|---|
| Bank: | Bank of America |
| ABA Routing | xxxxxxxxxx |
| Account Name: | MGM Resorts International |
| Account No: | xxxxxxxxxxxx |
| Swift Code: | xxxxxxxxxxx |

Email confirmation of payment to be sent to: leaseaccounting@mgmresorts.com

Tenant Insurance Certificates to be delivered to:

Risk Management Department
Ramparts, Inc. dba Luxor Hotel and Casino
3900 Las Vegas Boulevard South
Las Vegas, Nevada 89119

Landlord's Security Department:
Security Department
Luxor Hotel & Casino
3900 Las Vegas Boulevard South
Las Vegas, NV 89119
Dispatch: (702) 262-4830

(27) **Guarantor(s):** None.

(28) **Utility Charges (Section 7.1):** Tenant shall pay all utility charges for the Premises (as set forth in Section 7.1).

(29) **Gaming Activities/Landlord Recapture Right (Section 2.1.3):** It is anticipated that attendees at the Premises **("Premises Attendees")** will participate in sportsbook betting activity on the results and outcomes of esports events which are broadcast on-screen live at the Premises or conducted live at the Premises (the **"eSports Events")** and that Landlord may operate a sports betting booth within the space currently anticipated for the Premises (the **"Sports Booth").**

Landlord shall have the right to take back a portion of the Premises for the operation of the Sports Booth as set forth in Section 2.1.3.

(30) **Food and Beverage Service:** Tenant shall obtain a liquor license for the Premises. Landlord will agree to provide food services of basic items for the Premises at Tenant's cost as set forth on **Attachment 2.**

(31) **Marketing Support:** During the Term and subject to availability and blackout dates, Landlord will use commercially reasonable efforts to assist Tenant with priority room blocks at the Hotel Complex for Premises Attendees and will assist with introductions to other MGM Resorts Group operated arenas as requested by Tenant in connection with large events. Tenant shall be responsible for marketing the Premises and promoting Tenant's brand. Landlord will agree to provide marketing support through its marketing resources to assist with the promotion of the Premises as mutually agreed upon, as generally set forth in the Feb 2017 eSports Marketing Partnership presentation provided to Tenant on March 1, 2017.

(32) **Applicable Rider(s):**
*Restaurant Rider*

(33) **Additional Terms and Conditions:** The foregoing "Basic Lease Information" is incorporated into and made a part of this Lease (as defined below). If any conflict exists between any Basic Lease Information and the remaining terms of this Lease, then the remaining terms of this Lease shall control.

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (this "Lease") is entered into as of the Effective Date, by and between Landlord and Tenant.

**Recitals**

WHEREAS, Landlord owns or ground leases, and operates, the Hotel Complex; and

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, the Premises located within the Hotel Complex pursuant to the terms and provisions of this Lease.

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

SECTION 1. Exhibits.

The Exhibits and Riders listed below and attached to this Lease are incorporated herein by reference:

| | |
|---|---|
| EXHIBIT A | Depiction of that area of the Hotel Complex upon which the Premises are located. Exhibit A is provided for informational purposes only, and shall not be deemed to be a warranty, representation or agreement by Landlord that the Hotel Complex or buildings, signage, kiosks, venues, restaurants and/or any stores will be exactly as indicated on the Exhibit, or that the other tenants which may be drawn on said Exhibit will be occupants in the Hotel Complex. |
| EXHIBIT B | Description of Work, Construction Criteria and Schedules. |
| EXHIBIT C | Key Dates Agreement. |
| EXHIBIT D | Tenant Contractor Work Standards. |
| EXHIBIT E | Potential Sports Booth Areas. |
| EXHIBIT F | Employment Drug/Alcohol Testing Program. |
| EXHIBIT G | Tenant's Present Officers, Directors and Owners/Members. |
| EXHIBIT H | Tenant Insurance Requirements. |
| EXHIBIT I | Tenant's Marks. |
| EXHIBIT J | Existing Exclusives at the Hotel Complex |
| EXHIBIT K | Sponsorship Guidelines. |
| EXHIBIT L | Form of Non-Disturbance and Attornment Agreement |

| | |
|---|---|
| ATTACHMENT 1 | Restaurant Rider. |
| ATTACHMENT 2 | Landlord Provided Food Services. |

SECTION 2. Premises and Term.

2.1. Premises.

2.1.1. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises.

2.1.2. Landlord and Tenant agree that the square footage of the Premises as set forth in the Basic Lease Information is an estimate. Notwithstanding the foregoing, Landlord and Tenant agree that such square footage shall not be subject to adjustment.

2.1.3. During the Term, Landlord shall have a right to recapture a portion of the Premises for the operation of the Sports Booth by providing Tenant with a thirty (30) day written notice of its intention to take back a portion of the Premises not to exceed five hundred (500) square feet in a location within the portion of the Premises shown on Exhibit E reasonably determined by Landlord ("Landlord's Recapture Right"). Landlord shall be responsible for all costs and expense to construct and operate the Sports Booth. Landlord shall have the right to enter upon the Premises for the purposes of constructing and operating the Sports Booth and may take bets at the Sports Booth for esports in addition to any other betting activity as permitted by Law. Upon exercise of Landlord's Recapture Right, the area of the Sports Booth shall no longer be a part of the Premises and Landlord and Tenant shall amend the Lease to reflect the new Premises. The Minimum Rent and Percentage Rent shall not be reduced in the event Landlord exercises its Recapture Right.

**2.2. Roof and Walls of Premises**. Landlord shall have the exclusive right to use all or any part of the roof (including any space between the Premises' finished ceiling and the roof), subflooring and space within all walls of the Premises for any purpose, including but not limited to erecting signs or other structures on or over all or any part of the same, erecting scaffolds and other aids to the construction and installation of the same. Landlord may also utilize the Premises for installing, maintaining, using, repairing and replacing pipes, ducts, conduits and wires leading through, to or from the Premises and serving other parts of the Hotel Complex. Tenant shall have no right whatsoever in the exterior of exterior side and rear walls or the roof of the Premises. Notwithstanding anything to the contrary contained herein, in no event shall Landlord make alterations or additions to the Common Areas, or change the location of elements of the Hotel Complex or the Common Areas, or maintain and operate the same in a manner that results in an Adverse Condition. As used herein, an "Adverse Condition" shall mean any of the following events or circumstances that is not caused by an emergency or Force Majeure condition: (1) a material adverse interference with Tenant's or Tenant's customers' use of the Premises for the Permitted Use; (2) an unreasonable interference with Tenant's or Tenant's customers' access to the Premises; or (3) an event which materially increases Tenant's monetary obligations or liability under this Lease;.

**2.3. Term.**

**2.3.1** This Lease shall be in full force and effect from and after the Effective Date;*provided, however,* the Initial Term shall not commence until the Commencement Date and shall expire on the Expiration Date. Within ten (10) days after Landlord's request therefor, Tenant shall provide to Landlord an executed Key Dates Agreement, in substantially the same form as attached hereto as Exhibit C, setting forth certain matters related to this Lease; provided, that if such Key Dates Agreement is not factually correct, then Tenant shall make such changes as are necessary to make such Key Dates Agreement factually correct and shall thereafter return such notice to Landlord within said ten (10) day period. Occupancy of the Premises (and/or performance of Tenant's Work therein) by Tenant prior to the Commencement Date shall be subject to all of the provisions of this Lease.

**2.3.2** Provided that (i) Tenant has notified Landlord in writing that Tenant desires to extend the Term (which, if such notice is sent at all, shall happen no earlier than fifteen (15) months and no later than nine (9) months prior to the expiration of the Initial Term or the applicable Extension Term) (the "Option Exercise Period"), and (ii) no uncured Event of Default exists at the time Tenant exercises the option, Tenant shall have the option to extend the Term for an Extension Term commencing upon the expiration of the Initial Term. The terms and conditions of this Lease shall apply with full force and effect during the Extension Term except there shall be no further options to extend the Term beyond the expiration of the last Extension Term. Failure by Tenant to exercise any option to extend the Term in accordance with this Subsection shall constitute a waiver of said option right.

**2.4. Lease Year Defined.** For the purpose of this Lease, the first "Lease Year" shall be a period beginning on the Commencement Date and ending on December 31 next following; after the first Lease Year, the term "Lease Year" shall mean a fiscal year of twelve (12) consecutive calendar months commencing on January 1 of each calendar year, except that the final Lease Year of the Term shall be a period of less than twelve (12) consecutive calendar months in the event that the expiration or termination of this Lease occurs on a date other than December 31.

**2.5. Remodel of Premises.** Landlord may, in connection with any remodeling of all or any portion of the Hotel Complex or neighboring properties, change the dimensions or reduce the size of the Premises; *provided, however,* that a reduction in size of the Premises shall not reduce the Premises to less than ninety-five percent (95%) of the Premises' original size; and, *provided, further, that* (i) Landlord shall notify Tenant at least sixty (60) days prior to the proposed commencement of the remodeling work (which notice shall specify the proposed reconfiguration of the Premises), (ii) Landlord shall be responsible for all costs in connection with the remodeling and shall use commercially reasonable efforts to minimize interference with the business operations of Tenant; (iii) Landlord shall use commercially reasonable efforts to minimize the impact of any such remodel on the operation of Tenant's business and shall confer with Tenant prior to determining the final design of the remodel and reasonably consider Tenant's concerns; (iv) if the area of the New Premises is less than the area of the Premises, Minimum Annual Rent shall be proportionately adjusted; and (v) Landlord shall not exercise its rights under this Section 2.5 in a manner that would cause a cumulative reduction in the size of the Premises of more than ninety-five percent (95%). In connection with any such remodeling, Landlord may require Tenant to cease conducting business from the Premises for a period not to exceed twenty (20) days. The rent payable hereunder shall be abated during any such period that Landlord requires Tenant to cease conducting business and Landlord shall pay Tenant the Lost Business Reimbursement (as defined below). As used in this Lease, the term **"Lost Business Reimbursement"** means an amount equal to the product of (a) $8,000.00, multiplied by (b) the number of days Tenant is obligated to cease conducting business from the Premises pursuant to Section 2.5 or 2.6, as applicable.

**2.6. Relocation of Premises**

**2.6.1** At any time after the first anniversary of the Commencement Date, Landlord shall have the right to relocate Tenant's operation at the Premises to other premises (the "New Premises") in another part of the Hotel Complex (or, if mutually-agreed upon in each party's respective sole discretion, a location that is part of the MGM Resorts Group (as defined below)) in accordance with the following: (i) Landlord shall notify Tenant, at least one hundred eighty (180) days prior to the proposed relocation date, of Landlord's intention to relocate Tenant's operation to the New Premises; (ii) the proposed relocation date (Tenant shall not be required to cease conducting business from the Premises for a period in excess of twenty (20) days and Minimum Monthly Rent and monthly Common Area Maintenance Charges shall be abated for any period Tenant is required to be closed due to the relocation under this Section) and the size, configuration and location of the New Premises shall be set forth in Landlord's notice; (iii) the New Premises shall be substantially identical in size (not less than eighty-five percent (85%) of the square footage of the Premises) to the Premises; (iv) Landlord shall, at Landlord's cost, construct on the New Premises improvements comparable to those constructed on the Premises and bear other direct costs in connection with relocating the Premises, including without limitation all costs of moving Tenant's furniture, fixtures and equipment and installation of telecommunications and data cabling and all costs of the relocation of Tenant's business, including that limitation modification of any signage, stationary or marketing materials; *provided, however,* that in the event Landlord elects to relocate Tenant during the last two (2) years of the Initial Term, that Landlord shall only be obligated to pay the costs set forth in this subsection (iv) if Tenant has committed to extend the Term through the Extension Terms; (v) Landlord shall not relocate Tenant more than one time during the Term; (vi) there shall be no increase in Minimum Annual Rent, Tenant's Tax Obligation or Tenant's Common Area Maintenance Expense Obligation; (vii) if the area of the New Premises is less than the area of the Premises, Minimum Annual Rent shall be proportionately adjusted, (vii) Landlord shall pay Tenant the Lost Business Reimbursement during any period that Tenant is required to cease conducting business due to the relocation; and (ix) the New Premises shall have a configuration that is comparable to the Premises. Except as otherwise provided in the preceding sentence, all relocation and improvement costs shall be the sole responsibility of Tenant.

**2.6.2** In the event the New Premises described in Landlord's relocation notice are unacceptable to Tenant in its sole discretion, or Tenant does not agree to extend the Term through the Extension Term in the even the relocation occurs during the last two (2) years of the Initial Term, Tenant shall have the right, as its sole and exclusive remedy, exercisable by written notice to Landlord, given thirty (30) days following receipt of Landlord's relocation notice, to terminate this Lease, such termination to be effective as of the proposed relocation date as set forth in Landlord's notice. Failure by Tenant to timely exercise such right shall be deemed a waiver with respect thereto and confirmation that the New Premises are acceptable to Tenant. Tenant shall have the right to accept the New Premises only for the unexpired Term of this Lease. Notwithstanding anything hereinabove to the contrary, should Tenant timely notify Landlord of Tenant's election to terminate this Lease, Landlord shall have the right to rescind Landlord's relocation notice to Tenant, within thirty (30) days after receipt of Tenant's notice to terminate and Tenant's termination notice shall be of no force and effect. In the event this Lease terminates as provided in this Subsection 2.6.2 (and not pursuant to any other section in this Lease), Landlord shall pay Tenant, as Tenant's sole and exclusive remedy subject to Tenant's compliance with the surrender provisions of this Lease, the unamortized out-of-pocket cost actually paid for by Tenant for Tenant's initial leasehold improvements and other capital improvements for which Landlord has given it prior written consent as reasonably substantiated by documentation, such amortization to be calculated in accordance with the Amortization Basis (Tenant shall provide to Landlord paid receipts of such costs and expenses for such leasehold improvements) the **("Termination Payment").** In the event this Lease terminates as set forth in this Subsection 2.6.2, Tenant shall surrender possession of the Premises to Landlord pursuant to Section 20.3.

**2.7. Termination for Convenience.** At any time after the expiration of the sixth ($6^{th}$) full calendar month following the Commencement Date, Landlord shall have the right to terminate this Lease at any time for any or no reason and without further obligation or liability upon at least one hundred and twenty (120) days advance written notice. If Landlord terminates this Lease pursuant to this Section 2.7 (and not pursuant to any other section in this Lease), (a) Landlord shall pay Tenant, subject to Tenant's compliance with the surrender provisions of this Lease, as Tenant's sole and exclusive remedy, the Termination Payment and the Unamortized Advertising and Marketing Costs (as defined below), and (b) Landlord shall not use, or allow any tenant or occupant of the Premises to use, all or any portion of the Premises for the Competitive Use for a period of three (3) years after the effective date of such termination. In the event this Lease terminates as set forth in this Section 2.7, Tenant shall surrender possession of the Premises to Landlord pursuant to Section 20.3. The term **"Unamortized Advertising and Marketing Costs"** means the unamortized out-of-pocket cost actually paid for by Tenant (other than capital costs) for advertising and marketing of the business in the Premises and entering into sponsorship agreements relating solely to the Premises as reasonably substantiated by documentation, such amortization to be over a five (5) year period (Tenant shall provide to Landlord paid receipts of such costs and expenses for such leasehold improvements). The Unamortized Advertising and Marketing Costs it is estimated to be $1,500,000 per year, but shall be adjusted to reflect actual documented expenditures by Tenant. Landlord's obligations under this Section 2.7 shall survive the termination of the Lease pursuant to this Section 2.7 for a period of three (3) years after the effective date of such termination.

**2.8. Hotel Complex Uses and Components.** The Hotel Complex may include a variety of uses, including without limitation casino, retail, entertainment, recreation, office and residential uses, as may be located in one or more components of the Hotel Complex that may or may not be dedicated to one or more such uses, in all cases as Landlord shall determine in its sole discretion. Without limitation, Landlord may in its sole discretion elect to (i) operate, service, manage, repair, maintain or perform any other obligations of Landlord hereunder (collectively, **"Landlord's Obligations")** with respect to any one or more of such components or uses in a manner separate and distinct from any other such components or uses and (ii) make any equitable allocations from, to or among any one or more such components or uses of the Landlord's costs of performing Landlord's Obligations, including without limitation Landlord's costs for Real Estate Taxes (as defined herein) or Common Area Maintenance Expenses (as defined herein), as Landlord shall determine in its reasonable discretion. In making such allocations, Landlord may take into account any relevant factors including without limitation the relative size, use, utility, value, benefit or burden of, to or among the applicable components and uses.

**SECTION 3. Landlord's Work; Tenant's Work.**

**3.1. Landlord's Work.** Except as otherwise provided in **Exhibit B,** Landlord shall provide the Premises to Tenant "as is" in the Premises' present condition with no warranties or representations related thereto. Tenant's taking possession of the Premises or of any portion thereof shall be conclusive evidence of Tenant's acceptance thereof in good order and satisfactory condition. Except as set forth herein, Tenant agrees that no representation respecting the condition of the Premises, its fitness for any particular purpose, and no warranties or guarantees, expressed or implied, with respect to workmanship or any defects in material, and no promise to demolish, decorate, alter, repair or improve the Premises either before or after the execution hereof have been made by Landlord or Landlord's agents to Tenant. Subject to extension for delay caused by any Force Majeure Events (as defined in Section 23.5) and subject to Section 23.20 of this Lease, Landlord shall deliver possession of the Premises to Tenant on or before the Estimated Delivery Date.

**3.2. Tenant's Work.**

**3.2.1.** All work not expressly provided herein to be done by Landlord shall be performed by Tenant in order to complete the Premises for its Permitted Use (hereinafter called **"Tenant's Work")** including, but not limited to, all work designated as Tenant's Work in **Exhibit B,** and Tenant shall do and perform at Tenant's sole cost and expense all Tenant's Work diligently and promptly, in a good workman-like manner, in compliance with all Laws (as defined in Section 3.5.1) and in accordance with the provisions herein. Without limiting the foregoing, Tenant hereby acknowledges and agrees that unless expressly provided to the contrary in **Exhibit B,** Tenant shall be responsible, as part of Tenant's Work and at Tenant's sole cost and expense, to remove all property at the Premises, demolish (e.g., demolish the applicable interior finishes and facades of) the Premises, as may be necessary, construct the entire Premises structure, if applicable, and perform such other work that might otherwise traditionally be performed by a landlord including, but not limited to, the running and stubbing of all utilities to the Premises, and all of the traditional tenant finishings. For the purposes of clarity, Tenant shall not demolish or modify any structural supports, tension cables and wires or any utility systems or equipment servicing spaces other than the Premises or other items that are part of the support system or infrastructure of the Hotel Complex without the prior written consent of Landlord given in its sole and absolute discretion. Any roof work including roof penetrations shall be performed by Landlord's contractor but at Tenant's expense. If requested by Landlord, Tenant shall provide construction budgets with line item break-downs acceptable to Landlord and reasonable evidence of funds to be expended to complete Tenant's Work. Notwithstanding anything to the contrary contained herein, each and every aspect of Tenant's Work shall in all respects be subject to the prior written approval of Landlord, and shall be in accordance with the standards of a first class resort/casino/entertainment facility using materials consistent with Tenant's most first-class design standard (as reasonably determined by Landlord) and shall be completed promptly pursuant to the requirements of this Lease. Tenant agrees that the minimum construction budget for Tenant's Work excluding the costs of pre-opening marketing, inventory, payroll, training or any ancillary startup costs, is expected to be at least the Tenant's Work Budget; *provided, however, that* in the event the construction bids are lower than the expected Tenant's Work Budget and Tenant is able to perform Tenant's Work in accordance with the approved plans and specifications and in accordance with the standards of a first- class resort/casino/entertainment facility for less than the Tenant's Work Budget, Tenant shall not be required to spend the full Tenant's Work Budget.

**3.2.2.** Tenant shall not contract with any consultant, subconsultant, contractor or subcontractor, and Tenant's contractors and subcontractors may not perform any work on the Premises or elsewhere within the Hotel Complex, unless and until (i) if Landlord elects, a background investigation of each such consultant, subconsultant, contractor and subcontractor has been completed by Landlord's Security Department (or its designee) and the results thereof are satisfactory to Landlord and (ii) Landlord has, in Landlord's reasonable discretion, approved the general contractor and if Landlord elects, each such consultant, subconsultant, contractor and subcontractor for Tenant's Work. Notwithstanding the foregoing, Tenant may only use union signatory contractors and subcontractors (and, if applicable, Tenant must ensure that Tenant's union signatory contractors and subcontractors only use union signatory contractors and subcontractors), who are in compliance with their respective collective bargaining/union agreements, to perform work at the Hotel Complex (either as part of Tenant's Work or otherwise) and (ii) shall comply, and require all consultants, subconsultants, contractors or subcontractors to comply, with all Project Labor Agreements now or at any time hereafter applicable to the Hotel Complex. Further, and in addition to any other indemnity obligation contained herein, Tenant hereby covenants and agrees to indemnify, defend, save, and hold Landlord, and Landlord's Affiliates and their respective parents, subsidiaries, partnerships, joint venturers, other affiliates, officers, directors, members, managers, shareholders and employees, MGP Lessor, LLC, a Delaware limited liability company and any Superior Holder (as defined in Section 12.3.1 hereof) (collectively, with Landlord, the **"Landlord Parties",** and each a **"Landlord Party"),** free, clear and harmless from, and against, any and all liabilities, losses, costs, expenses (including reasonable attorney's fees), judgments, claims, liens, fines, penalties, and demands of any kind whatsoever caused by, resulting from, or in any way connected with, Tenant's use of any particular consultant, subconsultant, contractor or subcontractor, or their use of any particular subconsultant or subcontractor, for any work in connection with the Premises (whether part of Tenant's Work or otherwise) regardless of whether Landlord approved of such contractor or subcontractor pursuant to this Subsection. Tenant shall at all times upon Landlord's request provide to Landlord a complete and accurate list of all consultants, subconsultants, contractors and subcontractors performing work at the Hotel Complex on behalf of Tenant and/or Tenant's consultants and/or contractors. In addition, Tenant's Work shall at all times be conducted in accordance with Tenant Contractor Work Standards, a copy of which is attached hereto as **Exhibit D. "Landlord's Affiliate"** means any of the following: MGM Resorts International, a Delaware corporation, MGM Growth Properties LLC, a Delaware limited liability company, MGP Lessor, LLC, a Delaware limited liability company and any person or entity, which, directly or indirectly, controls, is controlled by, or is under common control with Landlord.

**3.3. Tenant's Work - Additional Obligations.**

**3.3.1.** Subject to extension for delay caused by any (a) Force Majeure Events (provided that Tenant has provided written notice to Landlord of such delay within ten (10) days thereafter in order for such delay to be deemed a delay caused by a Force Majeure Event), or (b) Landlord Caused Delays (as defined below), Tenant shall complete Tenant's Work and open the Premises by the Required Completion Date. Tenant agrees to timely provide submissions to Landlord for approval and timely complete all milestones to ensure that the Required Completion Date is achieved, including, but not limited to, the following: concept approval, design approval, budget approval, construction permit documents approval, operational permit filings, construction commencement, marketing program launch, construction completion and opening to the public. As used in this Lease, **"Landlord Caused Delay"** shall mean actual delays to the extent resulting from (i) the failure of Landlord to timely approve or disapprove any plans or drawings submitted by Tenant pursuant to this Lease; (ii) interference by Landlord, its agents, employees or contractors, which delays the design or construction of the Tenant Work or Tenant's move into the Premises; (iii) the failure of Landlord to deliver exclusive possession of the Premises to Tenant by the Estimated Delivery Date; and (iv) events or conditions otherwise specified herein, including, without limitation, as specified in Section 3.3.4 below; *provided, however,* that Tenant must provide written notice to Landlord within fifteen (15) days after the occurrence of the event specified in subsection (i)-(iv) in order for it to constitute a Landlord Caused Delay.

**3.3.2.** Tenant shall construct and decorate construction walls in accordance with Landlord's reasonable requirements at Tenant's sole cost and expense. Tenant shall submit all of Tenant's planned improvements to the Premises, and Tenant's Work including, but not limited to, all schematic drawings, specifications, color boards and other samples, design development and construction documents, to Landlord for Landlord's prior written approval. Tenant hereby acknowledges that Tenant shall, at Tenant's sole cost and expense, submit a copy of all of Tenant's drawings, plans and specifications to Landlord's approved and designated ADA (as defined below) consultant **("ADA Consultant"),** or such other entity as is designated by Landlord, for review of compliance with the Title III of the Americans With Disabilities Act of 2010, 42 USC 12101, et seq., and its implementing regulations, 28 C.F.R., part 36, and 49 C.F.R. parts 37 and 38 and any comparable state or local laws or regulations (as each may be amended from time to time, the **"ADA")** and any state and local accessibility laws, ordinances, rules and regulations (all references to the ADA in this Lease and/or any Exhibit attached hereto and made a part hereof shall be deemed to include any such state and local accessibility laws, ordinances, rules and regulations). Tenant shall pay such ADA Consultant's or other entity's charge for such ADA Consultant's or other entity's services based upon the actual time required for such ADA Consultant to conduct that review. Within fifteen (15) days after receipt of each such submittal from Tenant, Landlord shall notify Tenant of any failure to meet with Landlord's approval. Tenant shall within ten (10) days after receipt of any such notice submit final documents based upon the preliminary submittal and incorporating Landlord's comments thereto. Landlord shall notify Tenant of Landlord's approval or disapproval of the final documents within fifteen (15) days after receipt. Upon approval, Landlord shall return one (1) set of approved final documents to Tenant and the same shall become a part hereof by this reference as Exhibit B-2. Tenant's final documents shall comply with all Laws (as defined below), recommendations, ordinances, rules and regulations including, but not limited to, the ADA. Approval of construction documents by Landlord shall not constitute the assumption of any responsibility by Landlord for their accuracy or sufficiency, or compliance with Laws and Tenant shall be solely responsible for such construction documents. Tenant shall not commence any of Tenant's Work until Landlord has approved Exhibit B-2. Notwithstanding anything to the contrary in this Lease, Tenant shall not be responsible for the cost and performance of any work outside of the Premises required to cause the portions of the Hotel Complex other than the Premises to comply with all Laws.

**3.3.3.** "Project **Costs"** shall mean all design fees (including but not limited to, architecture, engineering and interior design fees), furniture, fixture and equipment costs, construction costs and owner supplies and equipment incurred by Tenant or Landlord for Tenant's Work. Said amount shall be paid within ten (10) days of closing the construction books, but in no event later than ninety (90) days after the Commencement Date.

**3.3.4.** Landlord agrees to reimburse Tenant for any increased, documented costs in the design or construction of the Tenant Work not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00) directly resulting from any Hazardous Materials (including asbestos) in the Premises or Hotel Complex (the **"Pre-Existing Hazardous Materials Cost"),** and any delays encountered by Tenant in the design or construction of the Tenant Work as a result thereof shall be considered a Landlord Caused Delay. If the Pre-Existing Hazardous Materials Cost exceeds Two Hundred Fifty Thousand Dollars ($250,000.00), and Landlord does not agree to pay that excess, Tenant may elect to terminate this Lease.

**3.3.5.** Tenant hereby acknowledges that Landlord and Landlord's Affiliates have made a significant public commitment to promote diversity in connection with their operations and businesses. Tenant covenants and agrees that in performing the Tenant's Work, it and its consultants and contractors shall use commercially reasonable efforts to the extent practicable to use (i) contractors, vendors, or design or other professional service providers certified as a diverse owned business under one of the following categories by a private or governmental certifying organization or agency recognized by Landlord: Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Disadvantaged Business Enterprises (DBE), Veteran Business Enterprise (VBE), Persons with Disabilities (PWD), or Lesbian, Gay, Bisexual and/or Transgender (LGBTBE) (collectively **"Diverse Business/es")** and (ii) a labor workforce that includes minorities, women and veterans (collectively**"Diverse Workforce").** Upon request of Landlord, Tenant shall provide Landlord with Diverse Business and Diverse Workforce reporting setting forth: the Diverse Businesses and Diverse Workforce that Tenant, its consultants and contractors have engaged and utilized for the performance of Tenant's Work, the type of Diverse Business and applicable certifications, statistics with respect to the Diverse Workforce (such as race/ethnicity and gender), the work or services provided by the Diverse Business and Diverse Workforce, payments made to the Diverse Business, hours worked by the Diverse Workforce and other information as may be requested by Landlord. Such reporting shall be made on forms and at such frequencies as reasonably prescribed by Landlord from time to time.

**3.4. Failure of Tenant to Perform.** If Tenant fails to open for business fully fixtured, stocked and staffed on or before the date that is six (6) months after the Commencement Date (as may be extended by a Force Majeure Event or a Landlord Caused Delay) (the **"Outside Opening Date"), then** Tenant shall pay in addition to Rent an amount equal to 1/30th of the Minimum Monthly Rent for each day that Tenant has failed to open for business on and after the Outside Opening Date. The payments set forth in this Section 3.4 shall be in addition to any other legal or equitable right that Landlord may have hereunder or at Law, except for Section 8.2.

**3.5. Governmental Approvals; Compliance with Law.**

**3.5.1.** Tenant shall be responsible for obtaining all governmental permits and approvals required in connection with Tenant's Work and the use of the Premises for the Permitted Use including, but not limited to, any required demolition of the Premises and performance of such other work that might otherwise traditionally be performed by a landlord including, but not limited to, the running and stubbing of all utilities to the Premises. Tenant's Work and the Premises and Tenant's use and occupancy of the Premises shall at all times comply with all applicable laws, ordinances, codes, rules and regulations including, but not limited to, the Nevada Division of Industrial Relations Occupational Safety and Health Administration or the United States Department of Occupational Safety and Health, the ADA, and any other applicable federal, state or local laws, codes, ordinances, rules, regulations or requirements (collectively, the **"Law"** or **"Laws").**

**3.5.2.** Tenant shall forthwith notify Landlord in writing each time that the Premises is inspected by, or Tenant receives a verbal or written warning or notification of any threatened or actual violation or citation relating to Tenant's use/occupancy or business conducted at the Premises from any applicable Governmental Authority. **"Governmental Authorities"** or **"Governmental Authority"** means those federal, state and local governmental or quasi-governmental authorities, agencies, commissions, courts, departments, boards and officials, as constituted from time to time, now or hereinafter in effect having jurisdiction over Landlord, the Hotel Complex, Tenant, this Lease, or the Premises. In addition, Tenant shall forthwith provide to Landlord copies of any and all correspondence, documents or other information received from, sent to, or in connection with, the Premises and any Governmental Authority relating to potential or actual violations. In the event Tenant is cited or notified by a Governmental Authority of a violation of any Law, recommendation, ordinance, rule, regulation or requirement enforced by such Governmental Authority, and without limiting any other provision of this Lease, Tenant shall promptly (but in no event later than five (5) business days prior to the time allowed by the Governmental Authority) respond to the citation or violation in writing addressed to the Governmental Authority (a copy of which Tenant shall at the same time provide to Landlord) and, subject to Landlord's rights and remedies set forth in Section 17.1, correct the violation(s) in question to the satisfaction of the Governmental Authority and Landlord. All notices, documentation and information to be provided by Tenant to Landlord pursuant to this Subsection shall be sent to the Risk Management Department with copies to Landlord at the addresses set forth in the Basic Lease Information.

**3.5.3.** Tenant shall, from and after the Effective Date and at all times during the Term comply with and shall cause its consultants, subconsultants, contractors and subcontractors to comply with the ADA. Tenant shall ensure that at all times it operates the Premises in conformance with the ADA, including, but not limited to, providing its guests and customers within the Premises with any necessary equipment, auxiliary aids and services required by Law for them to have full and equal enjoyment and use of the goods, services, facilities and general operation of the Premises, and by modifying the policies and procedures applicable to the Premises to accommodate individuals with disabilities. Tenant shall assume full liability for the compliance with ADA requirements within the Premises in operation of the Premises by it, its consultants, subconsultants, contractors and subcontractors. If a lawsuit or other action is brought against Landlord or Landlord's Affiliates by any individual or other entity, including, but not limited to, the United States Department of Justice, as a result of any non-compliance with the ADA within the Premises, whether alleged or actual, by Tenant, its consultants, subconsultants, contractors or subcontractors, Tenant agrees to indemnify and hold harmless the Landlord Parties for the cost of defending such suit or action, and any resulting liability therefrom.

**3.6. Additional Landlord Termination Rights.** In the event that, in connection with its review and approval of the proposed Tenant's Work, any Governmental Authorities possessing and exercising jurisdiction over the Hotel Complex impose any requirements or conditions of whatsoever nature (including without limitation, retrofitting or other requirements relating to development, demolition, building material removal, entering and exiting, life safety, smoke evacuation, restroom facilities, or as-built documentation) affecting any portion of the Hotel Complex outside of the Premises (any such requirement **"Additional Conditions"),** Landlord shall not be obligated to approve or comply with such Additional Conditions. If Landlord, in its sole discretion, disapproves any such Additional Conditions costing in excess of Two Hundred Thousand Dollars ($200,000) in the aggregate, Landlord shall have the right, upon written notice to Tenant, to terminate this Lease; *provided however, that* in the event of such termination and provided that no Event of Default exists as of the termination date, Landlord as its sole and exclusive obligation and liability to Tenant with respect to such termination shall reimburse Tenant for an amount equal to the direct, out-of-pocket fees and costs actually incurred by Tenant for (i) third party design professional work performed prior to the date of termination and (ii) permit fees paid prior to the date of termination, payable within thirty (30) days after receipt by Landlord of detailed invoices and supporting documentation in form and substance acceptable to Landlord; and, *provided further,* if the retrofitting or other work relating to any such Additional Conditions is otherwise acceptable to Landlord in its sole discretion, but Landlord is not willing to pay the costs and expenses of performing or otherwise satisfying such Additional Conditions, Tenant may agree upon written notice to Landlord, to pay such costs itself, in which event Landlord shall rescind its termination notice, and this Lease shall remain in full force and effect.

**3.7. Tenant's Proof of Financial Ability, Financing Plans, Financial Condition, Security Deposit, Mechanics' Lien Bond, and Ownership.**

**3.7.1. Intentionally Omitted.**

**3.7.2.** No later than thirty (30) days prior to the commencement of the performance of Tenant's Work, Tenant shall notify Landlord as to whether it intends to establish a construction disbursement account pursuant to NRS 108.2403(1)(b)(1) in accordance with Subsection 3.7.6(i) of this Lease or provide a surety bond for the prime contract for Tenant's Work at the Premises that meets the requirements of NRS 108.2415 in accordance with Subsection 3.7.6(ii) of this Lease. In the event establishes a construction disbursement account pursuant to NRS 108.2403(1)(b)(1), then no later than ten (10) days prior to the commencement of the performance of Tenant's Work, Tenant shall provide Landlord with a security interest in such account in an amount equal to Three Million Dollars ($3,000,000.00) and execute all reasonable documentation provided by Landlord to evidence such security interest. Such security interest shall be subordinate and subject to the rights of the contractor, subcontractors and other persons having an interest in such account under applicable law. In the event Tenant provides a surety bond for the prime contract for Tenant's Work at the Premises that meets the requirements of NRS 108.2415, then no later than ten (10) days prior to the commencement of the performance of Tenant's Work, Tenant shall also furnish a completion bond, the form, substance and amount of which is, and issued by a surety, satisfactory to Landlord in Landlord's reasonable discretion (which Landlord's satisfaction shall include, but shall not be limited to, the rating and/or financial stability of such surety) in an amount equal to, or greater than, one hundred percent (100%) of the projected, budgeted cost of all such Tenant's Work pursuant to Landlord approved plans and specifications. Tenant shall promptly, before the expiration thereof and within ten (10) days after any increase in the projected, budgeted cost of all Tenant's Work (whether due to cost of living adjustments, change orders or otherwise), and at Tenant's sole cost and expense, renew and/or increase the amount of such construction disbursement account or bond, as applicable until such time as all of Tenant's obligations to perform the Tenant's Work hereunder pursuant to Landlord approved plans and specifications and in accordance with the terms and conditions of this Lease have been satisfied.

**3.7.3.** Tenant shall at all times hereunder keep Landlord fully apprised of Tenant's financial condition, financing plans and contingencies (which shall include Tenant meeting with Landlord from time-to-time, as determined necessary by Landlord and as Tenant's financing plans change, regarding such matters and providing financial information for Tenant).

**3.7.4.** Within fourteen (14) days after the Effective Date, Tenant shall pay to Landlord the Security Deposit (as set forth in the Basic Lease Information), which shall be held by Landlord to secure Tenant's performance of its obligations under this Lease. The Security Deposit is not an advance payment of rent or release, settlement, or accord and satisfaction or a measure or limit of Landlord's damages upon a Tenant's default. Landlord may, from time to time, without prejudice to any other remedy, use all or a part of the Security Deposit to cure any Event of Default. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Provided that Tenant has performed all of its obligations hereunder, Landlord shall, within thirty (30) days after the Term ends, return to Tenant the portion of the Security Deposit which was not applied to satisfy Tenant's obligations. The Security Deposit may be commingled with other funds, and no interest shall be paid thereon. If Landlord transfers its interest in the Premises and the transferee assumes Landlord's obligations under this Lease, then Landlord may assign the Security Deposit to the transferee and Landlord thereafter shall have no further liability for the return of the Security Deposit. Provided that no monetary Event of Default has occurred during the first twelve (12) months after the Commencement Date, the required Security Deposit shall be reduced to Three Hundred Seventy Five Thousand Dollars ($375,000.00) and Landlord shall credit the difference between the initial Security Deposit and the reduced Security Deposit to Rent that is due to Landlord from Tenant.

**3.7.5.** Notwithstanding anything to the contrary contained herein, this Lease is subject to immediate termination, in writing, by (i) Landlord in its reasonable discretion and without any liability, if Tenant fails to satisfy Tenant's obligations in Subsection 3.7.3 above at any time during the Term, when such failure remains uncured for twenty (20) days following written notice to Tenant and (ii) Landlord, in Landlord's reasonable discretion, without any liability from Landlord to Tenant, and in addition to any other legal or equitable right that Landlord may have hereunder, if Tenant fails to abide by the requirements of this Section after the commencement of Tenant's Work when such failure remains uncured for twenty (20) days following written notice to Tenant. For the avoidance of doubt, in the event that this Lease is terminated pursuant to this Section, Tenant shall be solely responsible for, and shall pay, in addition to any other obligation contained herein, any and all costs incurred by Tenant, or for which Tenant is, or may become, responsible for, in connection with this Lease or the Premises, and, in addition to Tenant's other indemnity obligations contained herein, Tenant hereby covenants and agrees to indemnify, defend and hold the Landlord Parties free, clear and harmless from, and against, any such amounts.

**3.7.6.** Pursuant to NRS 108.234, Landlord hereby informs Tenant that Tenant must comply with the requirements of NRS 108.2403 and NRS 108.2407. Tenant shall take all actions necessary including where required by Law to ensure that no liens encumbering Landlord's interest in the Premises arise as a result of Tenant's Work, which actions shall include, without limitation, the recording of a notice of posted security in the Official Records of Clark County, Nevada, in accordance with NRS 108.2403, and either (i) establish a construction disbursement account pursuant to NRS 108.2403(1)(b)(1), or (ii) furnish and record, in accordance with NRS 108.2403(1)(b)(2), a surety bond for the prime contract for Tenant's Work at the Premises that meets the requirements of NRS 108.2415. Tenant may not begin any Tenant's Work at the Premises until Tenant has delivered evidence satisfactory to Landlord that Tenant has complied with the terms of this Subsection 3.7.6. The requirements of this Subsection 3.7.6 shall be in addition to and not in lieu of the requirements set forth in the other subsections of this Section 3.7. Further, Landlord shall have the right to post and maintain any notices of non-responsibility.

**SECTION 4. Rent.**

**4.1. Minimum Monthly Rent; Percentage Rent.**

Tenant covenants and agrees to pay to Landlord, without setoff, deduction, abatement, notice or demand except as otherwise expressly provided in this Lease, in accordance with the instructions specified in the Basic Lease Information for the payment of rent or as may otherwise be directed by Landlord from time to time, the following as rent for the Premises, commencing on the Commencement Date.

**4.1.1.** Minimum Annual Rent payable on the first (1st) day of each month in equal monthly installments of Minimum Monthly Rent. If the Commencement Date is other than the first day of a month, Tenant shall pay on the Commencement Date a prorated partial Minimum Monthly Rent for the period prior to the first day of the next calendar month, and thereafter Minimum Monthly Rent payments shall be made not later than the first day of each calendar month.

**4.1.2.** In addition to the payment of the Minimum Monthly Rent, as hereinbefore provided, Tenant shall pay to Landlord for each Lease Year of the Term hereof, as **"Percentage Rent,"** the amount by which an amount equal to the Percentage Rent Factor(s) (as set forth in the Basic Lease Information) multiplied by all Gross Sales (as defined in Section 4.3) exceeds the Minimum Annual Rent during such Lease Year. The Percentage Rent shall be paid in monthly installments computed on all Gross Sales during each calendar month of the Term. Such monthly installments shall be payable within fifteen (15) days after the expiration of each month of each Lease Year. In the event that the total of the monthly installments of Percentage Rent for any Lease Year does not equal the Percentage Rent computed on the total amount of Gross Sales for such Lease Year, in accordance with the formula set forth in the Basic Lease Information, then Tenant, at the time it submits the annual statement of Gross Sales required under this Lease, shall pay Landlord any deficiency, or Landlord shall credit any overpayment to the next installment of rent due from Tenant, as the case may be. In no event, however, shall the aggregate of Minimum Monthly Rent and Percentage Rent to be paid by Tenant and retained by Landlord for any Lease Year be less than the Minimum Annual Rent or exceed the Percentage Rent Cap (prorated for any portion for a Lease Year that is less than twelve (12) full calendar months).

**4.2. Miscellaneous Rent Provisions.** All amounts required or provided to be paid by Tenant under this Lease other than Minimum Annual Rent and Percentage Rent shall be deemed **"Additional Rent",** and Minimum Annual Rent, Percentage Rent and Additional Rent shall in all events be deemed **"rent"** or **"Rent"** hereunder, and such amounts shall be due as otherwise set forth in this Lease or, where no payment date is stated, in no event later than thirty (30) days after Tenant's receipt of Landlord's invoice for any such amounts.

**4.2.1.** Any rent or other amounts to be paid by Tenant which are not paid by the fifth (5th) day after the date when due shall bear interest as of the first day of the month on which any sum is due and owing at the maximum rate of interest permitted in the State of Nevada, or if there is no such maximum, at a rate equal to ten percent (10%) (the **"Agreed Rate"),** and such default interest shall thereafter be compounded on a monthly basis. In addition to the interest that may be charged to Tenant, if any installment of rent or any other sum payable by Tenant hereunder is not received by Landlord within five (5) days after written notice that it was not paid by the date when due, a late charge of three percent (3%) of such overdue installment or other payment shall be immediately and automatically payable by Tenant to Landlord.

**4.2.2.** Tenant shall be responsible for and agrees to pay, before delinquency, any sales tax on rents, and any tax or assessment that may be assessed, charged or imposed by law now in effect, or which is hereafter enacted or may go into effect, in connection with the use, occupancy, possession or tenancy of the Premises for each month or portion thereof during the Term (all of the foregoing are hereinafter referred to as **"Rent Taxes").** Rent Taxes shall exclude all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, business license or gross receipts taxes, federal and state income taxes or other taxes to the extent applicable to Landlord's general or net income. Tenant agrees to pay the Rent Taxes in the manner and in accordance with the requirements of applicable law, rule and regulation, as the same may be amended from time to time. In the event that the applicable taxing authority shall require (or permit and Landlord shall elect to do so) Landlord or Landlord's agent to collect any Rent Taxes for or on behalf of the applicable taxing authority then such Rent Taxes shall be paid by Tenant to Landlord or Landlord's agent monthly with the Minimum Annual Rent payments required hereunder, in accordance with the requirements of the applicable taxing authority and in no event later than monthly within fifteen (15) days' notice from Landlord to Tenant.

**4.3. Gross Sales Defined; Reports.**

**4.3.1.** As used in this Lease, "Gross Sales" means the aggregate selling price of all products, merchandise, content, advertising, goods and services, generated, produced, sold, developed, displayed, ordered or received in, upon or from the Premises (including, but not limited to, any and all products, merchandise, food and beverage, goods or services, all forms of broadcasting of activities and content development conducted at the Premises, advertising/sponsorships activated within or displayed at the Premises or broadcasting related thereto, publishing fees relating to the Premises, merchandise featuring the name of the Premises even if sold outside the Hotel Complex ( including those that are sold through, in, or from a catalog or web site controlled by Tenant), and other sales and revenues reasonably related to the Premises or activities conducted therein) or distributed in, upon or from the Premises regardless of where or when payment is made for such products, merchandise, goods or services or where such products, merchandise, goods or services are shipped from or delivered to and stolen, lost, or diverted funds that would otherwise be included in Gross Sales and all cover charges and admission charges/revenue charged and received in connection with the Premises by Tenant, Tenant's subtenants, licensees and concessionaires, personally or from any vending or coin operated or token operated device, whether for check, cash, on credit or otherwise, excluding only the following: (i) monies and credit received by Tenant in the settlement of claims for loss of or damages to Tenant's products, merchandise or goods; (ii) an amount equal to the cash refunded or credit allowed on products, merchandise or goods returned by customers and accepted by Tenant, or the amount of cash refunded or credit allowed thereon in lieu of Tenant's acceptance thereof, but only to the extent that the sales relating to such products, merchandise or goods were made in, about or from the Premises; *provided, however,* that in no event shall the cost or value of any coupons, trading stamps, premiums, advertising or other promotional offers be deducted or excluded from Tenant's Gross Sales or be otherwise construed as a discount, refund, allowance or credit hereunder (any credit or refund shall reduce Gross Sales for the accounting period during which such credit or refund is made but shall not affect Gross Sales for the period in which the original sale was made); (iii) sales taxes, so called luxury or valued added taxes, Live Entertainment Taxes **("LET")** or similar taxes now or hereafter imposed upon the sale of products, merchandise or goods, whether such taxes are added separately to the selling price thereof and collected from customers or paid by Tenant and included in the retail selling price; (iv) gratuities paid to employees to the extent the same are expressly designated as such and separately added to the total price charged, whether the same are collected by Tenant as a stated percentage of the Gross Sales, or which are voluntarily paid by patrons, and which are paid by Tenant to its employees directly; (v) proceeds from sale of trade fixtures after use in the Premises; (vi) proceeds from casualty insurance; (vii) reimbursements, if any, of Tenant's costs of preparing, altering or restoring improvements in the Premises; (viii) subtenant security deposits, if any; (ix) amounts paid to Tenant by subtenants or licensees, if any, in addition to base rent in reimbursement for actual increase in costs incurred on account of real estate taxes, utilities and other operating costs; (x) amounts paid to Tenant by subtenants or licensees, if any, in reimbursement for costs to provide services and electrical utilities outside of normal operating hours or over and above standard services; and (xi) accounts receivable that have been determined to be uncollectable for federal income tax purposes; *provided,* that there shall be no deduction for costs and expenses associated with the collection. All gross income of Tenant or any other person, firm or corporation from any operations in, at or upon the Premises, which are not specifically excluded by this Section, shall be included in Gross Sales. Gross Sales shall also include the Premises Sponsorship Share (as defined below) of an amount equal to 110% of Sponsorship Revenue (as defined below). As used in this Lease, (a) the term **"Sponsorship Revenue"** means payments received by Tenant or a Tenant's Affiliate from corporate sponsors in exchange for sponsorship opportunities in the Premises and in comparable facilities having a use comparable to the Permitted Use operated by Tenant or Tenant's Affiliate that contain at least 8,000 square feet of rentable area (collectively, including the Premises, the **"Comparable Facilities"),** and (b) the term **"Premises Sponsorship Share"** means a fraction, the numerator of which is one, and the denominator of which is the number of Comparable Facilities in which such corporate sponsor has sponsorship opportunities for which it pays Tenant or Tenant's Affiliate. For clarity, if the Premises is not included within the sponsorship agreement, no revenues from such agreement shall be included in Gross Sales.

**4.3.2.** Each sale upon installment or credit shall be treated as a sale for the full price in the month during which such sale is made, regardless of the time of when Tenant shall receive payment therefor.

**4.3.3.** Tenant shall furnish to Landlord within fifteen (15) days after the end of each calendar month of the Term a written statement of Gross Sales covering the preceding month, the statement to be in such form and style and contain such details and breakdown as Landlord may reasonably require from time to time upon prior notice to Tenant. Failure of Tenant to timely submit monthly reports as aforesaid shall entitle Landlord to estimate Gross Sales based upon prior Gross Sales reports (with a reconciliation upon receipt of the annual report), and Tenant shall be obligated to pay Percentage Rent, on such estimated Gross Sales. Tenant also agrees that it shall furnish to Landlord within forty-five (45) days after the expiration of each Lease Year a complete statement, certified by an independent certified public accountant or Tenant's principal financial officer showing in all reasonable detail the amount of such Gross Sales made by Tenant from the Premises during the preceding Lease Year. Tenant shall require and cause all its concessionaires, if any, to furnish statements at the times and in the form and content specified in this Subsection, relating to their operations within the Premises. All reports of Gross Sales submitted or caused to be submitted by Tenant to Landlord shall be conclusive and binding upon Tenant unless such reports are corrected within one (1) year after the date of issuance. (The term "concessionaire" as used in this Lease shall mean and include any and all concessionaires, licensees, franchisees, department operators, subtenants, permittees or others directly or indirectly operating or conducting a business in or from the Premises).

**4.4. Intentionally Omitted.**

**4.5. Taxes.**

**4.5.1.** Tenant shall pay or cause to be paid all Real Estate Taxes (as defined below) assessed or imposed upon the Premises, which become due or payable during the Term as set forth in the Basic Lease Information. Real Estate Taxes associated with the Premises are anticipated to be included within the tax assessment for the Hotel Complex. Tenant shall pay Landlord the Real Estate Taxes as reasonably and equitably determined by Landlord to be attributed to the Premises, as consistently applied to tenants of the Hotel Complex ("Tenant's Tax Share"). In making such allocation to the Premises, Landlord may take into account any reasonable factors including without limitation the relative size, use, utility, value, benefit or burden of, to or among all premises or users sharing in such Real Estate Taxes, provided that Landlord shall endeavor to make such allocation in a manner reasonably consistent among all similarly situated premises or users. Tenant's Tax Share shall initially be the percentage set forth in the Basic Lease Information with respect to the Hotel Complex. Tenant's Tax Share may be re-allocated by Landlord from time to time in a manner consistent with the foregoing provisions of this Section 4.5.1 upon not less than thirty (30) days' prior notice to Tenant. Tenant shall pay to Landlord Tenant's Tax Share of Real Estate Taxes during the Term. Landlord estimates that Tenant's initial obligation for Tenant's Tax Share of Real Estate Taxes will be in the amount set forth in the Basic Lease Information, subject to increases for Landlord's reasonable re-estimates, reassessment for initial improvements, adjustments based on actual taxes and Landlord's re-allocation rights as set forth herein. Tenant shall pay Tenant's Tax Share to Landlord in advance in monthly installments, concurrently with Minimum Monthly Rent, based upon Landlord's good faith estimate, from time to time of Real Estate Taxes. Within one hundred twenty (120) days (or a reasonable time thereafter) after the end of each Lease Year, Landlord shall deliver to Tenant a statement of Real Estate Taxes for such Lease Year and Tenant shall pay Landlord or Landlord shall credit Tenant (or, if such adjustment is at the end of the Term, pay Tenant), within thirty (30) days of receipt of such statement, the amount of any excess or deficiency in Tenant's payment of its share of Real Estate Taxes for such Lease Year. As used in this Section 4.5 the term "Real Estate Taxes" shall mean and include all taxes, public and governmental charges and assessments, including, without limitation all community assessments, betterments, sewer entrance fees and public charges (including charges or surcharges of municipal services if billed separately from other taxes), all business improvement district charges, and all extraordinary or special assessments levied, assessed or imposed at any time by any governmental authority upon or against the Hotel Complex and/or any buildings, fixtures, signs and/or improvements thereon and/or then comprising the Hotel Complex, all other taxes (excluding Landlord income taxes unless such income tax is a substitute for real estate taxes) which Landlord is or becomes obligated to pay with respect to the Hotel Complex or Common Areas (as defined in Section 5.1), and all reasonable costs, expenses and attorney's fees incurred by Landlord in contesting or negotiating with public authorities (Landlord having the sole authority to conduct such a contest or enter into such negotiations) as to any of the same, whether successful or not. In the event that any present or future enactment of the state or any political subdivision thereof or any governmental authority having jurisdiction thereover either: (a) imposes a direct or indirect tax and/or assessment of any kind or nature upon, against or with respect to any amounts payable by tenants or occupants in the Hotel Complex and Common Areas or with respect to the Landlord's ownership of the land and buildings comprising the Hotel Complex and Common Areas, either in addition to or by way of substitution for all or any part of the Real Estate Taxes levied or assessed against such land and such buildings, including, without limitation, any net profits tax or any comparable tax imposed on any portion of Landlord's revenues from the Hotel Complex and Common Areas; and/or (b) imposes a direct or indirect tax or surcharge of any kind or nature, upon, against or with respect to the parking areas or the number of parking spaces in the Hotel Center and Common Areas, then in either or both of such events, Tenant shall be obligated to pay Tenant's Tax Share thereof as provided herein. Tenant hereby acknowledges that Landlord has obtained or may obtain from the applicable taxing authorities one or more tax exemptions, credits or abatements relating to the land and/or buildings and/or improvements comprising all or a portion of the Hotel Complex and/or Common Areas. Tenant further acknowledges and agrees that, notwithstanding anything contained in this Lease to the contrary, for purposes of determining Tenant's Tax Share of Real Estate Taxes pursuant to this Section 4.5.1, Landlord may elect to include in the total amount of Real Estate Taxes an amount equal to the Real Estate Taxes which would have been payable by Landlord in the absence of any such tax exemption, credit or abatement (herein referred to as the **"exemption amount"),** and Tenant's proportionate share of such Real Estate Taxes shall be deemed to include its proportionate share of such exemption amount. Real Estate Taxes shall exclude all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, business license or gross receipts taxes, federal and state income taxes or other taxes to the extent applicable to Landlord's general or net income.

**4.5.2.** Tenant shall pay all taxes and other assessments or fees charged against trade fixtures, utility installations, furnishings, equipment or any other personal property located within the Premises, or, if applicable elsewhere within the Hotel Complex. Tenant shall use its best efforts to have its personal property taxed separately from the remainder of the Hotel Complex. If any of Tenant's personal property is taxed within the Hotel Complex, Tenant shall pay Landlord the taxes for such personal property within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.

**4.5.3**. Tenant's equitable share (as reasonably determined by Landlord) of any governmental tax or charge (other than income tax), levied, assessed, or imposed on account of the payment by Tenant or receipt by Landlord, or based in whole or in part upon, the rents in this Lease shall be paid by Tenant.

**4.5.4.** Tenant agrees that it will collect any applicable LET associated with, or related to, an admission charge to enter the Premises (which includes, without limitation, cover charges, minimum purchases or any other fee required to be paid) and will pay the same to the Nevada Gaming Control Board **("the NGCB")** (or other applicable Nevada taxing authority), as applicable, on a timely basis before due and provide Landlord with proof thereof at the time the LET is paid or, in the event the LET is collected by Tenant but Tenant is not permitted to pay the same directly to the NGCB, Tenant shall remit the LET due to Landlord no later than the tenth (10th) day of the month following the month in which the taxable sales occurred (or such earlier date as may be necessary to allow Landlord to timely emergency) attempt to provide Tenant with prior notice of each such closure. So long as no Adverse Condition is created, Landlord and Landlord's Affiliates shall have the right at any and all times to utilize portions of Common Areas for promotions, exhibits, entertainments, product and other shows, displays, the leasing of kiosks or food facilities, or such other uses as they may determine from time to time.

**4.6. Intentionally Omitted.**

**SECTION 5. Common Areas; Parking.**

**5.1. Common Areas.** All parking areas, access roads and facilities furnished, made available or maintained by Landlord or Landlord's Affiliates in or near the Hotel Complex, including employee parking areas, truck ways, driveways, loading docks and areas, delivery areas, multi-story parking facilities, package pickup stations, elevators, escalators, pedestrian sidewalks, courts and ramps, landscaped areas, retaining walls, stairways, lighting facilities, sanitary systems, utility lines, water filtration and treatment facilities, those areas within and adjacent to the Hotel Complex for ingress and egress to and from the Hotel Complex, which from time to time may be provided by Landlord or others for the convenience, use or benefit of the tenants of the Hotel Complex, Landlord, the occupants and visitors to the Hotel Complex and their respective concessionaires, agents, employees, customers, invitees and licensees, those areas, if any, upon which temporary or permanent off-site utility systems or parking facilities serving the Hotel Complex, may from time to time be located and other areas and improvements provided by Landlord or Landlord's Affiliates for the general use in common of tenants and their customers in the Hotel Complex (all herein called **"Common Areas") shall at** all times be subject to the exclusive control and management of Landlord or Landlord's Affiliates, and Landlord and Landlord's Affiliates shall have the right, from time to time, to establish, modify and enforce reasonable rules, regulations and requirements with respect to all Common Areas. Tenant agrees to comply with, and to cause Tenant's employees and contractors and Tenant's customers and invitees (while in the premises or otherwise within Tenant's control) to comply with, all rules, regulations and requirements set forth by Landlord or Landlord's Affiliates, and all amendments thereto, regardless of whether such rules, regulations and requirements relate to the Common Areas, Premises or Hotel Complex. Landlord agrees to apply all such rules, regulations and requirements on a reasonably consistent basis and in good faith (but may modify rules, regulations and requirements for certain tenants or occupants as Landlord deems appropriate).

**5.2. Common Area Changes.** So long as no Adverse Condition is created, Landlord andLandlord's Affiliates shall have the right from time to time to: change or modify and add to or subtract from the sizes, locations, shapes and arrangements of parking areas, entrances, exits, parking aisle alignments and other Common Areas; designate parking areas for Landlord, Landlord's Affiliates and their employees and tenants, and/or limit the total number of such employee spaces; restrict parking by Tenant and Tenant's employees to designated areas; construct surface, sub-surface or elevated parking areas and facilities; establish and from time to time change the level or grade of parking surfaces; limit such access as may, from time to time, be available to the Hotel Complex; and do and perform such other acts in and to said Common Areas as Landlord, and/or Landlord's Affiliates may determine from time to time. So long as no Adverse Condition is created, Landlord or Landlord's Affiliates may at any time close temporarily any Common Areas to make repairs or changes, prevent the acquisition of public rights therein, discourage non-customer parking, or for other reasonable purposes, and Landlord shall in all such cases (except in the event of an

**5.3. Parking.** In the event that Landlord determines, in Landlord's reasonable discretion, to provide parking or transportation facilities for the Hotel Complex, Landlord may charge a fee to users thereof. Tenant shall cause its concessionaires, employees and agents to park in the area(s) designated by Landlord for employee parking and shall pay Landlord, upon demand, Twenty Dollars ($20.00), or such other amount as is determined by Landlord from time to time in its reasonable discretion, for each day on which a car of Tenant, a concessionaire, employee or agent of Tenant is parked outside such area(s). In addition, Tenant also agrees that Landlord may cause any such car to be towed from such undesignated area and in such event, Tenant shall reimburse Landlord for the cost thereof upon demand, and otherwise indemnify and hold Landlord Parties harmless with respect thereto. If requested by Landlord, Tenant shall furnish Landlord license numbers and descriptions of cars used by Tenant and Tenant's concessionaires, employees and agents.

**5.4. Use of Common Areas.** Subject to the terms and conditions contained herein, Tenant and Tenant's business invitees, employees and customers shall have the non-exclusive right, in common with Landlord, and all others to whom Landlord and Landlord's Affiliates have granted or may hereafter grant rights, to use the Common Areas for ingress, egress and parking subject to such reasonable regulations as Landlord Landlord's Affiliates or such other person may from time to time impose and the rights of Landlord and Landlord's Affiliates set forth above. Tenant shall not interfere with Landlord's, Landlord's Affiliates' or other permitted users' rights to use any part of the Common Areas.

**SECTION 6. Maintenance of Common Areas and Common Area Maintenance Expenses.**

**6.1 Common Area Maintenance.** Landlord shall operate, manage, maintain and repair, or cause to be operated, managed, maintained or repaired, the Common Areas of the Hotel Complex including, but not limited to, all parking facilities in first-class condition and operating order.

**6.2 Common Area Maintenance Expenses.** Common Area Maintenance Charges shall represent Tenant's share of the costs incurred by Landlord in owning, operating, administering, repairing, replacing, improving, insuring and maintaining the Common Areas (collectively, **"Common Area Maintenance Expenses").** Tenant shall pay the amount of Common Area Maintenance Charges specified in the Basic Lease Information, in advance in monthly installments, concurrently with Minimum Monthly Rent.

**SECTION 7. Utilities and Services**

**7.1. Utilities.** Tenant shall not install any equipment at the Premises or the Hotel Complex which can exceed the capacity of any utility facilities currently serving, or intended or available to serve, the Premises and if any equipment installed by Tenant, or if Tenant's utility demands for the Premises, require additional utility facilities and/or the relocation or resizing of the existing facilities, the same shall be installed, relocated or resized, as applicable, at Tenant's sole cost and expense and in compliance with all code requirements and plans and specifications which must be approved of in advance and in writing by Landlord (which approval shall not be unreasonably withheld or delayed). Except as may be expressly provided otherwise in Section 7.2 of this Lease, Tenant shall be solely responsible for and promptly pay all charges for the installation of separate meters and the connection and use of sewer, water, gas, electricity, telephone, television, interne, telecommunications and all other utility services relative to the Premises. In the event public utility meters are not available for the Premises, upon request of Landlord, Tenant shall be responsible for cost and expense of installing a private meters. Tenant agrees to directly and promptly, but in any event before the due date, pay the utilities providing the sewer, gas, electricity, water, telecommunications, intenet and other utilities for such services. In the event that separate meters arec not installed for the Premises and/or Tenant receives services from a central plant or system owned or controlled by Landlord or Landlord's Affiliates, Landlord shall reasonably allocate the cost of such unmetered services to the Premises based upon an allocation basis reasonably determined by Landlord, and Tenant shall promptly reimburse Landlord for such allocated costs for each month of the Term within fifteen (15) days after demand from Landlord. Landlord may make additional services including, but not limited to, pest control, security and cleaning available to the Premises and, in such event, Tenant shall utilize such services, at Tenant's sole cost and expense.

**7.2. HVAC of Premises.** Landlord shall reasonably allocate the cost of such heating and air conditioning to the Premises based upon an allocation basis reasonably determined by Landlord. Landlord may require that Tenant installing a metering system from which Tenant's usage may be determined. Tenant shall promptly reimburse Landlord for such costs for each month of the Term within fifteen (15) days after demand from Landlord. If sufficient heating and/or air conditioning capacity does not currently exist for the Premises to provide sufficient heating and/or air conditioning for the Premises based upon Tenant's use thereof, any additional facilities and/or the relocation or resizing of existing facilities required to provide sufficient heating and/or air conditioning for the Premises shall be installed, relocated or resized, as applicable, at Tenant's sole cost and expense and in compliance with all code requirements and plans and specifications which must be approved of in advance and in writing by Landlord (which approval shall not be unreasonably withheld or delayed). Tenant acknowledges that because of the nature of the Premises, Tenant might not have access to the controls for heating and air conditioning at the Premises and Tenant shall not attempt to make any changes to such controls located outside the Premises.

**7.3. Enforcement and Termination.** Without limiting Section 23.40, Landlord shall not be liable to Tenant in damages or otherwise if any utilities or services, whether or not furnished by Landlord hereunder, are interrupted or terminated because of repair, installation of improvements, or any cause other than due to Landlord's gross negligence, nor shall any such termination relieve Tenant of any of Tenant's obligations under this Lease. Tenant shall operate the Premises in such a way as shall not waste fuel, energy or natural resources.

**7.4. Tenant Operations.** Tenant shall use reasonable efforts to operate the Premises in such a way as shall not waste fuel, energy or natural resources and in a manner that is consistent with any LEED Certification that Landlord may have achieved or seeks to obtain with respect to the Hotel Complex or Premises.

**SECTION 8. Conduct of Business by Tenant.**

**8.1. Use of Premises; Merchandise; Trade Marks.**

**8.1.1.** The Premises shall be occupied and used by Tenant solely for the Permitted Use set forth in the Basic Lease Information, and for no other purpose, and under the Trade Name set forth in the Basic Lease Information. Tenant's method of conducting Tenant's business in the Premises shall at all times be in keeping with and not inconsistent with or detrimental to the operation by Landlord of an exclusive, first class resort/casino/entertainment facility. Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose or purposes whatsoever, without Landlord's prior written consent, which consent Landlord may withhold in Landlord's sole and absolute discretion.

**8.1.2.** Landlord reserves the right to disapprove any item of merchandise or goods which it reasonably deems to be inappropriate or offensive and Tenant shall remove such item from the Premises upon Landlord's written notice. All merchandise and goods to be offered from the Premises shall be subject to the prior written approval of Landlord, such approval not to be unreasonably withheld or delayed. Tenant shall ensure that all merchandise is authentic and does not violate the copyright, trademark or patent rights of a third party. Notwithstanding the foregoing, it shall be reasonable for Landlord to not approve any items that, if offered by Tenant, would violate any other lease or other Landlord contractual arrangement. In addition, Tenant may not, without the prior written consent of Landlord, which consent Landlord may withhold in Landlord's sole and absolute discretion, offer for sale, or sell, from or at the Premises any merchandise, goods, or other items which (i) contain logos similar or related to the MGM Resorts International or the Hotel Complex, (ii) are merchandise themes related to (A) MGM Resorts International or the Hotel Complex or (B) entertainment being held at the Hotel Complex or other Hotel Complex special events during the dates the entertainer or special event is occurring, or (iii) contain the Hotel Name (as defined in the Basic Lease Information) other than as part of the Trade Name.

**8.1.3.** At Landlord's request, Tenant shall reasonably cooperate with Landlord in offering Hotel Complex guests and Landlord's customer loyalty club members reasonable discounts on Tenant's goods and/or services.

**8.1.4.** From and after the Effective Date and throughout the Term, Tenant hereby grants to Landlord and Landlord's Affiliates a non-exclusive license to use the Trade Name and Marks and such other name(s) and Marks of Tenant's operation located at the Premises and/or any related marks (as each may be updated by Tenant from time to time) in connection with Landlord's and Landlord's Affiliates promotion and/or advertising of the esports arena and experience center in the Premises, including those listed on **Exhibit I** (the **"Tenant IP").** Landlord's and Landlord's Affiliates shall not use the Tenant IP for any other purpose without Tenant's prior written consent, which shall not be unreasonably withheld. Use of the Tenant IP shall comply with Tenant's guidelines, as the same may exist from time to time. Tenant hereby represents and warrants to Landlord that Tenant has, and Tenant hereby covenants and agrees to at all times maintain, the right to use the Trade Name and Marks, and all related rights, for Tenant's operation at the Premises. Tenant shall indemnify, defend and hold harmless Landlord and the Landlord Parties against any all liability associated with Landlord's or Landlord's Affiliates' use of Tenant's Marks in compliance with this Section. Landlord hereby acknowledges and agrees that Landlord shall not acquire any right, title, and interest in, or to, the Tenant IP except the right of use in compliance with this Lease. Landlord shall not attempt to register the Tenant IP or any confusingly similar marks in any jurisdiction during the Term or within three (3) years thereafter or such longer period of time that coincides with Tenant 's trademark registration in any jurisdiction for the Tenant IP shall be effective. Landlord shall not dispute or otherwise contest, directly or indirectly, the validity of the Tenant IP or any of Tenant's registrations in connection therewith or Tenant's exclusive right, title and interest in, or to, the Tenant IP, or aid or assist any third party in so doing.

**8.1.5.** No public or private auction or any fire, "going out of business," bankruptcy, bulk sales, or similar sales or auctions shall be conducted in or from the Premises. The Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of the Hotel Complex and not in a scandalous, disreputable or immoral manner or in violation of any Laws. Further, Tenant shall not conduct business in an obscene, lewd or pornographic manner; in any manner that would bring disrepute to Landlord; or in violation of NRS 598.0915 or Clark County Code Chapter 8.04 or 8.20.

**8.2. Prompt Occupancy and Use.** After initially opening for business in the Premises, Tenant shall thereafter continuously operate and conduct the business permitted under Section 8.1 hereof on such days, and during such hours, as are required in Section 8.3 of this Lease with a full staff and full stock of products, merchandise and goods, using only such minor portions of the Premises for storage and office purposes as are reasonably required. The parties agree that Landlord has relied upon Tenant's occupancy and operation in accordance with the foregoing provisions. Because of the difficulty or impossibility of determining Landlord's damages which would result from Tenant's violation of such provisions including, but not limited to, damages from loss of Percentage Rent from Tenant and other tenants, and diminished salability, leaseability, mortgageability or economic value of the Hotel Complex, Landlord shall be entitled to liquidated damages in the event Landlord elects to pursue such remedy. Therefore, as liquidated damages, for any day that Tenant does not fully comply with the provisions of this Section 8.2 and Section 8.3, which failure is not cured by the expiration of the Go-Dark Cure Period (as defined below), the Minimum Monthly Rent, prorated on a daily basis, for each such day shall be increased by one hundred percent (100%), such increased sum representing the damages, which the parties agree Landlord will suffer by Tenant's noncompliance. As used in this Section 8.2, the term **"Go-Dark Cure Period"** shall mean five days: provided that after the first time during the Term that Tenant fails to conduct business in the Premises as provided above for more than four consecutive days, the Go-Dark Cure Period shall thereafter be reduced to two days for the remainder of the Term.

**8.3. Hours of Operation.**

**8.3.1.** During each day of the Term that the Hotel Complex is open for business, the Premises shall be open to the general public and continuously operate for at least the Minimum Hours of Operation as set forth in the Basic Lease Information. Any reduction or extension of the Minimum Hours of Operation shall require Landlord's prior written consent. Tenant shall provide Landlord with a list of all events that are planned to be held at the Premises on a monthly basis on or before fifteen (15) days prior to the beginning of each month; provided that in the event Tenant schedules additional events after such list is provided to Landlord, Tenant shall endeavor to provide Landlord with notice of such additional events as soon as possible after they are scheduled. Tenant shall not be obligated to provide Landlord with notice of any event during which at least 40% of the Premises will be the open to the general public. Landlord informs Tenant that private events may not include access to or use of the Sports Booth and that the Sports Booth may need to be closed during private events.

**8.3.2.** Notwithstanding the provisions of Section 8.3.1, if Tenant is required to close for business to make required repairs or Landlord-permitted alterations or alterations required by this Lease or due to Force Majeure Events, including without limitation casualty, then Landlord shall permit Tenant to do so provided Tenant shall use all of its reasonable efforts to commence any and all such work so as to minimize any closure and if Tenant determines that it is required to close in connection with the performance of any work, then it may do so only with the prior written consent of Landlord, which consent shall not be unreasonably withheld. Except in cases of emergency repairs or Force Majeure Events, Tenant shall provide Landlord with not less than five (5) days prior notice of Tenant's intention to so close and such reasons therefor.

**8.4.** Operational **Covenants by Tenant; Compliance with Law; No Exclusive Rights.**

**8.4.1.** Tenant covenants and agrees that it shall: allowing queuing, or place or maintain any merchandise, goods, vending machines or other articles in any vestibule or entry to the Premises or outside the Premises; not permit any gaming or gaming devices that are regulated by Gaming Authorities in the Premises; store garbage, trash, rubbish and other refuse in rat-proof and insect-proof containers inside the Premises, and remove the same frequently and regularly and, if directed by Landlord, by such means and methods and at such times and intervals as are designated by Landlord, all at Tenant's sole cost and expense; keep all mechanical equipment free of vibration and noise and in good working order and condition; not commit or permit waste or a nuisance upon the Premises; not permit or cause odors to emanate or escape from the Premises; not permit the loading or unloading or the parking or standing of delivery vehicles outside any area designated therefor, nor permit any use of vehicles which will interfere with the use of any Common Areas; comply with all Laws with Governmental Authorities and the reasonable recommendations of those with authority over insurance rates, with respect to the use or occupancy of the Premises, and including but not limited to the Occupational Safety and Health Act and the ADA; use commercially reasonable efforts to staff a Diverse Workforce at the Premises; light the exterior of the Premises and all signs during all hours of the day and night; not permit any noxious, toxic or corrosive fuel or gas, dust, dirt or fly ash on the Premises; and not place a load on any floor in the Hotel Complex which exceeds the floor load per square foot which such floor was designed or constructed to carry. Tenant may not store, use or operate any equipment at the Hotel Complex which interferes with the operation of any other equipment at the Hotel Complex by Landlord or any other tenant, licensee, contractor or subcontractor. Tenant and Tenant's authorized representatives shall not pay any gratuity, commission or other form of compensation of any sort to any of Landlord's or Landlord's Affiliates personnel without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Tenant shall not discriminate in the conduct or operation of its business in the Hotel Complex against any person or group of persons because of the race, creed, color, sex, sexual orientation, age, national origin or ancestry of such person or group of persons. Tenant and Tenant's employees and/or agents shall not solicit business in the parking areas or other Common Areas, or any part of the Hotel Complex other than in the Premises, nor shall Tenant distribute any handbills or other advertising matter in the parking area, other Common Areas, or any part of the Hotel Complex other than in the Premises. Tenant shall not give samples or approach customers outside the Premises for purposes of soliciting sales. Moreover, and generally, Tenant shall not give away any promotional items which could create a nuisance or require Landlord to incur additional Common Area Expenses. Tenant shall not sell or display any paraphernalia used in the preparation or consumption of controlled substances. In the event Landlord has approved Tenant's remaining open for business before or after Operational Hours, then such approval shall be conditioned upon Tenant's paying for all additional costs incurred by Landlord as a result thereof. Tenant shall not permit any odors or material noise in the Premises to travel into other leased or occupied space or within the Common Areas if same is reasonably objectionable to Landlord or Hotel Complex customers. Tenant shall use commercially reasonable efforts to not allow customers to consume any marijuana or cannabis products at the Premises. Tenant shall ensure that Tenant's employees do not smoke or congregate within the Common Areas. Tenant shall ensure that its employees shall only use restroom facilities located within the Premises and shall not use the Common Area restroom facilities for any purpose unless there are no restroom facilities located within the Premises. Tenant shall not use the areas adjacent to the Premises for business purposes. Tenant shall not store anything in service or exit corridors. Tenant agrees that all receiving and delivery of goods and merchandise, and all removal of merchandise, supplies, equipment, trash and garbage, and all storage of trash and garbage, shall be made only by way of or in the areas provided therefor by Landlord. Tenant shall not use or permit the use of any portion of the Premises as sleeping quarters, lodging rooms, or for any unlawful purposes. Notwithstanding the foregoing, nothing in this Lease shall be construed as requiring Tenant to be responsible for any legal requirements applicable to the structural portions of the Premises, any restrooms outside of the Premises (other than restrooms constructed by or at the special request of Tenant) or the mechanical, electrical, plumbing or HVAC systems that serve portions of the building outside the Premises, unless the failure to comply with any such legal requirements is caused by Tenant. Tenant shall not install any radio or television or other similar device exterior to the Premises and shall not erect any aerial on the roof or exterior walls of any building within the Hotel Complex.

**8.4.2.** Except as set forth in No. 21 of the Basic Lease Information, this Lease does not grant any exclusive use rights with respect to the Hotel Complex or with respect to any products, merchandise, goods or services currently or in the future sold at or from the Premises. Except as set forth in No. 21 of the Basic Lease Information, Tenant acknowledges that Landlord has or will enter into other leases within the 'Hotel Complex and that the products, merchandise, goods and/or services offered or sold hereunder may, during the Term, create a conflict with the products, merchandise, goods and/or services offered or sold by such other tenants. In the event of a controversy between Tenant and Landlord or Tenant and the tenant or operator of any other business in the Hotel Complex, relating to the type or selling price of products, merchandise, goods and/or services to be sold in, or from, the Premises, Landlord shall have the right to resolve such controversy including the right to direct Tenant to limit the types of products, merchandise, goods and/or services offered or sold by Tenant, so long as Landlord exercises reasonable discretion, and such decision does not materially interfere with Tenant's Permitted Use. Notwithstanding anything to the contrary in this Section 8.4.2, Landlord will not grant during the Term, any exclusive rights that would prohibit Tenant offering the following types of merchandise: T-shirts, hats, computers, handheld gaming consoles, gaming gear, or electronic equipment related to computers and/or video games. A list of exclusive rights granted to other tenants of the Hotel Complex as of the Effective Date is attached to this Lease as **Exhibit J.** Upon written request of Tenant, Landlord shall provide Tenant with any updates to the list of exclusives granted to the other tenants of the Hotel Complex after the execution of this Lease. For clarity, nothing in this Section 8.4.2 authorizes Landlord to grant any exclusives (other than to Tenant) for the Competitive Use.

**8.5. Sponsorships.** Tenant acknowledges and agrees that Landlord and Landlord's Affiliates have entered into, or in the future may enter into agreements setting forth certain obligations to third parties (such as their vendors or suppliers) that require Landlord to endorse and otherwise distribute such third parties' products and services **("Promotional Partners"),** as may be on an exclusive basis, at certain of Landlord's locations, including but not limited to the Premises. The obligations to these Promotional Partners may include restrictions or limitations on the advertising, promotion or display of items that appear on or within areas owned, managed or controlled by Landlord (including use of the Premises). Therefore, Tenant agrees to fully cooperate with Landlord in complying with any of Landlord's obligations to its Promotional Partners, subject to the terms and conditions of this Section 8.5. If requested by Landlord or by its Promotional Partners, Tenant agrees to: (i) offer for sale, display or promote the Promotional Partner's products or services; and/or (ii) remove or limit the display, sale or promotion of Tenant's or other third party's advertising, products or service offerings. Tenant shall not be obligated to comply with any requests of Landlord concerning future Landlord's Promotional Partners if such request would cause Tenant to be in violation of an exclusive relationship of Tenant or other agreement with any of Tenant's Promotional Partners that is in existence at the time of Landlord's request. Tenant hereby represents, warrants and covenants to comply with all of the foregoing from and after the Effective Date and throughout the Term and that the current Tenant's Promotional Partners as of the Effective Date are as set forth in the Basic Lease Information. Without limiting the foregoing, Tenant agrees to comply with any exclusive product and marketing agreements with the current Landlord's Promotional Partners as of the Effective Date as set forth in the Basic Lease Information. Tenant shall not enter into any agreement with or otherwise permit any sponsors who advertise or have naming rights within the Premises including but not limited to all venue sponsors as well as event sponsors for terms in excess of sixty (60) days (each, a **"Tenant Long Term Sponsor")** without first obtaining Landlord's prior, written consent, which shall not be unreasonably withheld. If Landlord does not approve or disapprove a Tenant Long Term Sponsor within ten (10) business days of a written request for approval from Tenant, Landlord shall be entitled to receive a second notice stating, in all capital letters and in bold type, that failure to respond to the request will result in a deemed approval of the Tenant Long Term Sponsor, and Landlord shall have an additional five (5) business days to respond to the notice, if Landlord fails to respond to the second notice, Landlord will be deemed to have approved that Tenant Long Term Sponsor. Any sponsors who advertise or have naming rights within the Premises including but not limited to all venue sponsors as well as event sponsors for terms of sixty (60) days or less are referred to herein as **"Tenant Short Term Sponsors."** Tenant shall provide Landlord with a five (5) business day written notice prior to entering into any agreement with a Tenant Short Term Sponsor, and such Tenant Short Term Sponsor shall be deemed approved unless Landlord object to such Tenant Short Term Sponsor within such five (5) day period. Landlord and Tenant shall at all times comply with the Sponsorship Guidelines attached to this Lease as Exhibit K. Landlord agrees not to enter into any agreement with any Landlord's Promotional Partner or any other tenant or occupant of the Hotel Complex that includes covenants or restrictions (including without limitation any exclusive rights) that would limit the rights known to Landlord of any Tenant's Promotional Partner (including without limitation any Tenant Long Term Sponsor or any Tenant Short Term Sponsor) of which Landlord approved or has been deemed approved prior to entering into the agreement with such Landlord's Promotional Partner or other tenant or occupant. Landlord and Tenant shall work together in good faith to resolve any conflict between Tenant's and Landlord's Promotional Partners. Tenant shall not allow or permit any advertising or sponsorships at the Premises or on any advertising featuring the Premises by businesses which are affiliated with any casino or are regulated by any Gaming Authority or whose business competes with venues that operate at the Hotel.

**8.6. Vending Machines.** Tenant shall not, without Landlord's prior written approval, operate or permit to be operated on the Premises any coin or token operated vending machines or similar device for the sale or leasing to the public of any goods, wares, merchandise, food, beverages, and/or service including, without limitation, pay telephones, pay lockers, pay toilets, scales and amusement devices.

**8.7. Security; Pyrotechnics.**

**8.7.1.** Tenant, as requested from time to time, shall provide Landlord with a copy of its security manual and procedures for Landlord's review, comment and approval, exercising reasonable discretion. Tenant acknowledges that Landlord's or Landlord's Affiliates security department and security officers **("Landlord's Security Department")** are not responsible for providing security services in the Premises and that all such responsibility is the obligation of Tenant. In no event shall Landlord or Landlord's Affiliates be liable to Tenant or any third-party for Landlord's Security Department's failure to respond to a request for aid or assistance by Tenant. Notwithstanding the foregoing, or anything to the contrary contained herein, Landlord's Security Department and other Landlord management, NGCB agents and Nevada Gaming Commission personnel, any other federal and state agents and personnel, including law enforcement personnel, and Clark County Business License agents, including law enforcement and fire department personnel, shall at all times hereunder, upon showing valid identification, be provided immediate and unimpeded access to the Premises and may not at any time ever be barred or delayed from entering the Premises.

**8.7.2.** Tenant shall promptly notify Landlord, by calling Landlord's Security Department dispatch, in the event that (i) a physical altercation has taken place in, or in connection with, the Premises, (ii) Tenant has called for the police, fire department and/or emergency medical technicians/paramedics to respond to the Premises, or (iii) Tenant is preparing to eject someone from the Premises (regardless of the reason). In the event of an ejection pursuant to Subsection (iii) above, Tenant shall notify Landlord's Security Department dispatch of such ejection a sufficient time before such ejection takes place (or if not reasonably possible, immediately upon such ejection) to allow Landlord's Security Department to promptly respond and be present near the entrance of the Premises when such person is ejected. Physical interaction between Tenant's employees and patrons of the Premises is permitted only in the event of threat of bodily harm to Tenant's employees or guests and, even in those situations, only through reasonable self-defense actions. In all other cases, Tenant's employees shall adhere to a written "hands off" policy. Allegations of physical violence by Tenant employees must be immediately reported to Landlord, and Tenant shall keep Landlord's Security Department informed of Tenant's investigation and action in each such case. Tenant acknowledges and agrees that notwithstanding anything contained in this Lease to the contrary, and notwithstanding the presence of Landlord's Security Department, or any other agents, employees or contractors of Landlord, neither Landlord nor Landlord's Security Department shall have any obligation to provide any security services to Tenant, or to Tenant's agents, employees, contractors or invitees or to any third party, or to perform any act, nor to prevent any act from occurring in connection with any physical altercation, trespass, ejection or otherwise occurring in or around the Premises.

**8.7.3.** Tenant hereby further covenants and agrees at all times from and after the Effective Date and during the Term to fully "document" each "Incident," both as defined herein, occurring in, or in connection with, the Premises. For purposes of this Lease, the term **"Incident"** means any injury, illness, accident, altercation, fight, trespass, arrest or detention of, or alleged by, any person in, or in connection with, the Premises. In the event of an Incident, Tenant shall, to the extent any persons involved with, or witnessing, such Incident, cooperate, fully document the Incident. For purposes of this Lease, the term **"document"** shall mean to complete and retain, promptly following an Incident, thorough and accurate Incident reports and witness statements (both of Tenant's employee's and Tenant's patrons) and recordings in whatever format including, but not limited to, video tapes, CD ROM and DVD, if applicable, of the Incident (collectively the **"Documentation").** Tenant shall (i) within two (2) days of each Incident, notify Landlord's Security Department in writing of such Incident and (ii) upon request from Landlord's Security Department, forthwith deliver to Landlord's Security Department a full and complete copy of all Documentation for an Incident. Tenant further agrees to cooperate with Landlord's Risk Management Department with regard to any Incident occurring in, or in connection with, the Premises and to provide any document to Landlord's Risk Management Department upon request.

**8.7.4.** Tenant shall, at all times during the Term, maintain cameras (that are at all times being recorded) at all of the Premises' entrances and exits and maintain such recordings in a commercially reasonable manner for no less than thirty (30) days. Tenant agrees to preserve and/or provide access to the recordings upon request by the Landlord's Security Department and other Landlord management, NGCB agents and Nevada Gaming Commission personnel, any other federal and state agents and personnel, including law enforcement personnel, and Clark County Business License agents and fire department personnel.

**8.7.5.** Neither Tenant, nor any other person or entity, may incorporate or in any way use pyrotechnics, open flames or MYLAR material of any kind including, but not limited to, MYLAR confetti or balloons, in, on or at the Premises without first (i) obtaining Landlord's prior written consent given in its sole and absolute discretion, taking into account Landlord's and Landlord's Affiliates usual and ordinary business and safety concerns, (ii) obtaining all necessary and applicable permits from the Clark County Fire Department and any other Governmental Authority having jurisdiction over Landlord, Tenant and/or the Premises, and (iii) obtaining any additional insurance coverage or policies as required by Landlord. Without limiting the foregoing, any such approved and permitted pyrotechnics or open flames must also be in accordance, in all respects, with the National Fire Protection Association Code and must not in any way be modified or changed without again complying with Subsections (i) and (ii) above.

**8.7.6.** Tenant acknowledges and agrees that the manner and means of storage and removal of waste from the Premises is of critical importance to Landlord and unless strictly adhered to by Tenant, could negatively impact the image of and operations within the Hotel Complex and benefits granted to Landlord. Landlord, in its sole and absolute discretion, may from time to time: (i) establish and designate a waste disposal contractor to dispose of waste from the Premises, and/or (ii) establish and designate a waste recycling company to remove for recycling certain types of waste from the Premises, and/or (iii) require Tenant to store and sort waste in a particular manner, and/or (iv) require Tenant to deliver waste to a particular location designated by Landlord in a particular manner. Tenant, at Tenant's expense, shall at all times keep the Premises (including the service areas of the Hotel Complex used by Tenant in connection with Tenant's operations at the Premises, display windows and signs) orderly, neat, safe, clean and free from rubbish and dirt, and vermin, and shall store all trash, garbage and other solid waste within the Premises.

**8.7.7.** Tenant shall establish an emergency response and evacuation plan and provide a copy of such plan to Landlord's Security Department.

**8.8. Customer and Guest Relations.**

**8.8.1.** Tenant acknowledges that the Hotel Complex is of the caliber of a first class resort/casino/entertainment facility and that the maintenance of Landlord's and the Hotel Complex's reputation and the goodwill of all of Landlord's guests and invitees is absolutely essential to Landlord and that any impairment thereof whatsoever will cause great damage to Landlord. Tenant therefore covenants that it shall operate the Premises in accordance with the highest standards of honesty, integrity, quality and courtesy so as to maintain and enhance the reputation and goodwill of Landlord and the Hotel Complex. Tenant shall continuously monitor the performance of each of Tenant's employees at the Premises to insure that such standards are consistently maintained. The continued failure of Tenant to maintain such standards and/or respond reasonably to customer/guest complaints in a timely, courteous and professional manner which in the opinion of a reasonable person would have a material effect in lessening the reputation of the Hotel Complex shall be deemed an Event of Default.

**8.8.2.** Landlord may allow, and in such event, Tenant shall permit guests of the properties operated by Landlord and/or Landlord's Affiliates (collectively, **"MGM Resorts Group")** to charge purchases from Tenant to their room or customer loyalty account through Tenant's point of sale system. As of the Commencement Date, Tenant shall be required, at Tenant's sole cost and expense, to install and use the point of sale system currently known as the Infogenesis POS System at the Premises, or such other point of sale system as is utilized by Landlord at the Hotel Complex from time to time. In the event Tenant desires to utilize a different point of sale system, Tenant shall notify Landlord and coordinate with Landlord's Information Technology Group to ensure that such point of sale system can effectively interface with the point of sale system utilized by Landlord, with any costs of such integration to be at Tenant's sole cost and expense. Tenant shall be solely responsible for ascertaining that any persons purporting to be guests of the MGM Resorts Group are in fact guests. Landlord shall use reasonable efforts to collect any charges by Tenant's customers to their hotel rooms or loyalty accounts but shall not be responsible for any uncollected or uncollectible charges. Tenant agrees to comply with all rules and regulations, which Landlord may, in Landlord's reasonable discretion, adopt from time to time to facilitate charges to rooms and/or to minimize uncollected charges. Landlord shall cause to be prepared and delivered to Tenant a monthly accounting of all charges to MGM Resorts Group guest accounts by Tenant's customers and concurrently therewith shall deliver to Tenant any sums collected with respect to such charges less fees assessed by credit and debit card companies for any payment made using a credit or debit card. In the event that any MGM Resorts Group guest pays any portion of his/her bill but refuses to pay any charges of Tenant, Tenant agrees separately to bill such guest and to pursue collection independent of Landlord. In the event Tenant determines that collection efforts are necessary to collect an unpaid bill by one of Tenant's customers, Tenant shall inform Landlord in writing of the identity of such customer at least five (5) days prior to the commencement of any collection efforts.

**8.83.** Tenant shall permit customers and guests to use gift card(s) branded by Landlord and/or Landlord's Affiliates as payment for purchases from Tenant through Tenant's standard credit/debit card processors at its point of sale terminals, or through such other system as reasonably requested by Landlord. Tenant shall be reimbursed for gift card purchases at 100% of the face value in accordance with Landlord's standard practices. Any service fees charged by the merchant banker or other servicer shall be the expense of Tenant.

**8.8.4.** In the event a dispute shall arise between Tenant and any of Tenant's customers concerning the acceptability of Tenant's products, merchandise, goods and/or services which results in a customer demanding a refund from Landlord, Landlord may in good faith and in the exercise of a reasonable business judgment make such refund or rebate to avoid embarrassment to the MGM Resort Group and to retain the goodwill of such customers. In such case, Tenant shall reimburse Landlord in the amount of such refund or rebate. In the event that Tenant maintains a "No Refund" policy or a "No Return - Exchanges Only" policy, Tenant shall post a sign at each register to inform customers of such policy.

**8.9. Credit Card Transactions; Currency.** Notwithstanding anything in this Lease to the contrary: (i) to the extent required by Landlord, Tenant has, or shall have or otherwise shall acquire its own merchant identification numbers and merchant accounts (separate from Landlord or Landlord's Affiliates) with applicable credit card and payment card companies; (ii) Tenant shall fully comply with any and all applicable Payment Cards Industry **("PCI")** data security standards including any merchant regulations; and (iii) Tenant shall fully cooperate with Landlord such that Landlord shall not be deemed a service provider or a hosting provider as generally understood under PCI standards. Tenant agrees to comply with all Federal Law requirements concerning the issuance of credit card receipts and debit card transactions under the Fair and Accurate Credit Transactions Act, including but not limited to 15 U.S.C. Section 1681(c)(g)(1). In no event shall Landlord be required to grant Tenant rights to use Landlord's credit or debit card processing systems or equipment, as Tenant shall be solely responsible for its own credit card and debit card processing. Tenant shall conduct all transactions at the Premises in U.S. Dollars and shall not accept bitcoin, m-money, or other forms of digital currency (currently existing or as may be developed) without the prior written consent of Landlord given in its sole and absolute discretion.

**8.10. Live Animals.** Tenant shall not without Landlord's prior written approval given in its sole and absolute discretion keep, or permit the keeping of, any live animals of any kind in, about or upon the Premises, except as required by Law.

**8.11. Proximity of Other Operations;** Exclusive Rights of Landlord. From and after the Effective Date and during the Term and, in the event Landlord terminates this Lease upon any Event of Default or Repeated Default for a period of one (1) year from and after the termination of this Lease, neither Tenant nor any of Tenant's Affiliates (as defined below) nor any franchisee of Tenant shall own, open, operate, manage or otherwise have any interest in, or be involved with any Competing Establishment (as defined below) anywhere within the Restricted Zone (as defined in the Basic Lease Information). Tenant agrees that a breach of the foregoing will injure Landlord's ability and right to receive Percentage Rent (such ability and right being a major consideration for this Lease). Accordingly, any such breach shall be, at Landlord's sole option, an Event of Default and, whether or not Landlord elects such occurrence to be an Event of Default, one hundred percent (100%) of all sales made from any such Competing Establishment shall be included in the computation of Gross Sales for the purpose of determining Percentage Rent under this Lease as though said Gross Sales had actually been made at, in or from the Premises and while such Competing Establishment shall be operating in the Restrictive Zone, Minimum Monthly Rent shall be increased by thirty-five percent (35%). Tenant hereby agrees that Landlord shall have all rights of inspection of books and records with respect to any such Competing Establishment as Landlord has with respect to the Premises, and Tenant shall furnish to Landlord such reports with respect to Gross Sales from such Competing Establishment, as Tenant is herein required to furnish with respect to the Premises. **"Tenant's Affiliate"** shall mean each of (i) any person or entity that, directly or indirectly, is controlling, controlled by, or under common control with, Tenant, and (ii) any owner, manager (of the Tenant entity), member, director or officer of Tenant (whether or not listed on **Exhibit G). "Competing Establishment"** means any venue that: (i) offers esports activity; (ii) utilizes a similar concept, theme and/or design as the Premises or (iii) operates under the Trade Name.

**8.12. Emissions and Hazardous Materials.**

**8.12.1.** Tenant shall not, without the prior written consent of Landlord given in its sole and absolute discretion, cause or permit, knowingly or unknowingly, any Hazardous Material (as defined below) to be brought or remain upon, kept, used, discharged, leaked, or emitted in or about, or treated at the Premises, the Common Areas or the Hotel Complex, except for supplies and cleaning solutions in nominal quantities typically used in the ordinary course of Tenant's business and customarily used in similar businesses or activities expressly permitted to be undertaken in the Hotel Complex by Landlord provided that Tenant's use and storage of such products complies with all applicable Laws. As used in this Lease, **"Hazardous Materials"** shall mean any hazardous, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local Law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, and shall include asbestos, petroleum products and the terms **"Hazardous Substance"** and **"Hazardous Waste"** as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. § 9601 et seq. **("CERCLA"),** and the Resource Conservation and Liability Act, as amended 42 U.S.C. § 9601 et seq. **("RCRA").** To obtain Landlord's consent, Tenant shall prepare an **"Environmental Audit"** for Landlord's review. Such Environmental Audit shall contain: (i) the name(s) of each Hazardous Material and a Material Safety Data Sheet **("MSDS")** as required by the Occupational Safety and Health Act; (ii) the volume proposed to be used, stored and/or treated at the Premises (monthly); (iii) the purpose of such Hazardous Material; (iv) the proposed on-premises storage location(s); (v) the name(s) of the proposed off-premises disposal entity; and (vi) an emergency preparedness plan in the event of a release. Additionally, the Environmental Audit shall include copies of all required federal, state, and local permits concerning or related to the proposed use, storage, or treatment of any Hazardous Material at the Premises. Tenant shall submit a new Environmental Audit whenever it proposes to use, store, or treat a new Hazardous Material at the Premises or when the volume of existing Hazardous Materials to be used, stored, or treated at the Premises expands by more than ten percent (10%) during any thirty (30) day period. If Landlord in its reasonable judgment finds the Environmental Audit acceptable, then Landlord shall deliver to Tenant, Landlord's written consent. Notwithstanding such consent, Landlord may revoke its consent if (i) Tenant fails to remain in full compliance with applicable environmental permits and/or any other requirements under any federal, state, or local Law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement (including but not limited to CERCLA and RCRA or any similar state statute related to environmental safety, human health, or employee safety); (ii) Tenant's business operations pose or potentially pose a human health risk; or (iii) Tenant expands its use, storage, or treatment of any Hazardous Material in a manner inconsistent with the safe operation of a resort/casino/entertainment facility. Should Landlord consent in writing to Tenant bringing, using, storing or treating any Hazardous Material in or upon the Premises or the Hotel Complex, Tenant shall strictly obey and adhere to any and all federal, state or local Laws, ordinances, orders, rules, regulations, codes or any other governmental restrictions or requirements (including but not limited to CERCLA and RCRA or any similar state statute which in any way regulate, govern or impact Tenant's possession, use, storage, treatment or disposal of said Hazardous Materials). In addition, Tenant represents and warrants to Landlord that (i) Tenant shall apply for and remain in compliance with any and all federal, state or local permits in regard to Hazardous Materials; (ii) Tenant shall report to any and all applicable Governmental Authorities any release of reportable quantities of any Hazardous Material as required by any and all federal, state or local Laws, ordinances, orders, rules, regulations, codes or any other governmental restrictions or requirements; (iii) Tenant, within five (5) days of receipt, shall send to Landlord a copy of any notice, order, inspection report, or other document issued by any Governmental Authority relevant to Tenant's compliance status with environmental or health and safety Laws; and (iv) Tenant shall remove from the Premises all Hazardous Materials at the termination of this Lease in full compliance with all Laws.

**8.12.2.** If Tenant breaches its obligations under this Section 8.12, 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 the Landlord Parties and their 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 clean-up and remediation) arising from Tenant's failure to comply with the provisions of this Section 8.12. This indemnity provision shall survive the earlier termination or expiration of this Lease.

**8.12.3.** Landlord represents that as of the Delivery Date, to the best of its knowledge, it is unaware of any Hazardous Materials located in, on, under or about any portion of the Premises the existence of which would constitute a violation of any Law. In the event any Hazardous Materials are discovered at the Premises by Tenant during the course of Tenant's Work, Tenant shall immediately notify Landlord in writing and Landlord shall be responsible for the costs of removal as set forth in Section 3.3.4.

**8.13. Entertainment Zone.** Tenant acknowledges that the Premises is located in an entertainment zone within a resort/casino/entertainment facility and that Landlord may, at its discretion, offer or provide, or allow other persons to offer or provide, entertainment in the Hotel Complex or Common Areas outside the Premises; and that Tenant may expect to experience sound, music, noise, vibrations, light effects and crowds relating to such activities. Tenant accepts these conditions as they relate to the Premises; *provided, however,* Landlord agrees to use reasonable efforts to prevent any such entertainment being conducted near the Premises**from** materially and adversely affecting Tenant's use of the Premises as allowed herein.

**8.14. Gaming Authorities.**

**8.14.1.** Tenant acknowledges that Landlord and Landlord's Affiliates are engaged in businesses that are or may be subject to and exist because of privileged licenses issued by Governmental Authorities. Such Governmental Authorities, including, but not limited to the Nevada Gaming Control Board and the Nevada Gaining Commission, that regulates the operation or conduct of any gambling game, race book or sports pool, pari-mutuel wagering and/or offer for play, slot machines, video lottery terminals, table games, gaming kiosks, pari-mutuel wagering systems, and/or other software systems and devices used now or in the future (including any variation or derivative of any of the foregoing, or any newly created equipment, software system or gaming device) for the purposes of conducting gambling games is referred to in this Lease as a **"Gaming Authorities."** If requested to do so by Landlord or required to do so by applicable Laws, Tenant, and Tenant's agents, employees and subcontractors, shall obtain any registration, certification, license, qualification, clearance or the like which shall be requested or required of any of them by Landlord or any regulatory authority having jurisdiction over Landlord or Landlord's Affiliates at Tenant's cost and expense. If Tenant, or Tenant's principals, agents, employees, or subcontractors, fails to satisfy such requirement or if Landlord or Landlord's Affiliates is directed to cease business with Tenant or Tenant's principals, agents, employees or subcontractors, or if Landlord shall in good faith determine, in Landlord's sole and absolute judgment, that Tenant, or any of Tenant's agents, employees, subcontractors, or representatives, (a) is or might be engaged in, or is about to be engaged in, any activity or activities, or (b) was or is involved in any relationship, either of which could or does jeopardize Landlord's business or such licenses, or those of a parent company, subsidiary or affiliate, or if any such license is threatened to be, or is, denied, curtailed, suspended or revoked, this Lease may be immediately terminated by Landlord without further liability from Landlord to Tenant. In addition, Tenant hereby acknowledges that it is illegal for a denied license applicant or a revoked licensee (pursuant to the Laws of the Nevada Gaming Authorities), or a business organization under the control of a denied license applicant or a revoked licensee, to enter into, or attempt to enter into, a contract with Landlord without the prior approval of the Nevada Gaming Commission. Tenant hereby affirms, represents and warrants to Landlord that Tenant is not a denied license applicant, a revoked licensee or a business organization under the control of a denied license applicant or a revoked licensee, and Tenant hereby agrees that this Lease is subject to immediate termination by Landlord without further liability from Landlord to Tenant if Tenant should become a denied license applicant, a revoked licensee or a business organization under the control of a denied license applicant or a revoked licensee.

**8.14.2.** Each party acknowledges that the other party hereto and its Affiliates have a reputation for offering high quality entertainment and/or services to the public and desire to maintain their reputation and receive positive publicity. Each party therefore agrees that from and after the Effective Date and throughout the Term, it will not conduct themselves in a manner that adversely affects or is detrimental to, the other party or its Affiliates, and will not directly or indirectly make any oral, written or recorded private or public statement or comment that is disparaging, critical, defamatory or otherwise adverse to the other party or its Affiliates.

**8.15. Tenant's Employees.**

**8.15.1.** Tenant shall staff the Premises with such number of Tenant's employees as are reasonably required for the proper and efficient operation thereof, and all such Tenant employees shall be hired, fired, directed, and controlled solely by Tenant; *provided, however,* that Tenant shall ensure compliance by Tenant's employees with the provision of this Lease, as are applicable to such individuals and shall require all such employees to comply at all times from and after the Effective Date and during the Term with Landlord's rules of conduct and personal appearance standards, which Landlord will provide to Tenant and may update with reasonable notice to Tenant, while such employees are at the Hotel Complex working. Tenant shall, at Tenant's sole cost and expense, adopt for Tenant's employees working at the Hotel Complex Landlord's employment drug testing program as it may change from time to time, a current copy of which is attached hereto as **Exhibit F.** Landlord shall provide to Tenant in writing any amendments thereto. Tenant's failure to follow such drug testing program shall constitute an Event of Default under this Lease. Landlord may audit Tenant's records regarding such program at any reasonable time during the Term to assure that Tenant is complying, and/or has complied, with such program. Each of Tenant's employees working at the Premises shall, at Tenant's reasonable expense, attend an orientation program conducted by Landlord from time to time intended to educate tenant employees about the Hotel Complex. Furthermore, Tenant shall, at Tenant's cost, to the fullest extent permitted by, and in compliance with all, applicable Laws, codes, ordinances, rules and regulations, conduct a background security check on each of Tenant's prospective employees, and take what it deems to be appropriate action based upon the results of each such background security check. That background security check shall, at a minimum, include a Criminal Offender Record Information inquiry and a background security check performed by a company as may be approved in writing by Landlord. Tenant's failure to adopt and adhere to a program requiring such background security checks shall constitute an Event of Default under this Lease. Subject to any limitations imposed by applicable Laws, Landlord may audit Tenant's records regarding such background security checks at any reasonable time during the Term to assure that Tenant is complying with such requirements. Subject to any limitations imposed by applicable Laws, upon request of Landlord, Tenant shall promptly provide all of Tenant's employee names to Landlord's Human Resources Department. Tenant shall, upon request of Landlord, send a letter to Landlord, do Landlord's Controller at the address of Landlord specified in the Basic Lease Information, attesting that Tenant has at all times during the prior twelve (12) months fully complied with the foregoing drug testing and background security requirements (or detailing any existing non-compliance with full details and how such failure has been corrected). In addition to, and without limiting, the investigations, training and programs provided for above, Tenant shall at all times notify Landlord of its key employees (defined as any Tenant employees with management or supervisory authority over the Premises, including the head of security for the Premises) and ensure, at Tenant's sole cost and expense, that Tenant's key employees, prior to performing any such duties at the Premises, submit to, and pass, a background investigation completed by Landlord's Security Department, the results of which are satisfactory to Landlord in Landlord's reasonable business discretion. Tenant shall defend, indemnify and hold harmless Landlord Parties from and against any and all claims, actions, causes of action, loss, costs, damages, liabilities and expenses (including, without limitation, reasonable attorney's fees) incurred by Landlord Parties and arising out of the employment relationship between Tenant and its employees at the Hotel Complex and/or any allegation that Tenant and Landlord are joint employers.

**8.15.2.** Tenant has no authority to employ persons on behalf of Landlord and no employees or independent contractors of Tenant shall be deemed to be employees or agents of Landlord; such persons at all times remaining Tenant's employees or independent contractors working for Tenant. Tenant shall at all times have the sole and exclusive control over Tenant's labor and employee relations policies and Tenant's policies relating to wages, hours and working conditions of Tenant's employees. Tenant has the sole and exclusive right over the terms as to which Tenant will engage and contract with independent contractors. Tenant has the sole and exclusive right to hire, transfer, suspend, lay off, recall, promote, assign, discipline, adjust grievances and discharge Tenant's employees. In addition, but subject to any prohibition contained herein relative to assignments, Tenant shall at all times have the sole and exclusive right to enter into, and to terminate, contracts with independent contractors.

**8.15.3.** Tenant shall at all times hereunder conduct any work or operations hereunder in accordance with, and shall at all times strictly adhere to, the requirements of United States immigration laws and regulations including, but not limited to, the Immigration Reform and Control Act and regulations thereunder including any comparable state or local laws or regulations (collectively "IRCA"), as now existing and as may be amended from time-to-time, with regard to Tenant's employees on the Premises and/or Hotel Complex. Tenant further covenants and agrees that Tenant shall (i) verify the identity and employment eligibility for every person employed by Tenant on the Premises in a manner consistent with the provisions of the IRCA, and (ii) prepare and retain in Tenant's employment records a Form 1-9 for every such employee in a manner consistent with the IRCA. Landlord shall have the right to periodically request and require that Tenant affirm that Tenant is in compliance with all applicable provisions of United States immigration laws including, but not limited to, the IRCA. Notwithstanding the foregoing or anything to the contrary contained herein, nothing contained herein shall be construed as providing or granting Landlord control of any part of the employment relationship between Tenant and Tenant's employees. Tenant acknowledges and agrees that Tenant's grossly negligent, willful or intentional failure to comply with the provisions of this Subsection two (2) or more times in any twelve (12) month period will constitute an Event of Default of this Lease and will be a sufficient basis for Landlord to terminate this Lease with no further liability from Landlord to Tenant. Tenant shall indemnify, defend and hold harmless Landlord and the Landlord Parties against any and all liability associated with Tenant's failure to comply with the IRCA.

**8.15.4.** Tenant shall not cause or permit Tenant's employees to enter upon those areas of the Hotel Complex which are designated "Employees Only" as the parties acknowledge that "Employees Only" refers to the employees of Landlord and not to the employees of Tenant. However, Tenant shall, at Landlord's discretion, require that Tenant's employees only enter and exit the Hotel Complex through the Hotel Complex's employee entrance.

**8.15.5. Intentionally Omitted.**

**8.15.6.** Tenant acknowledges and agrees that the Premises, Landlord, Landlord's Affiliates and their respective employees and personnel, the Hotel Complex (any other employees and personnel working at the Hotel Complex) may be subject to collective bargaining agreements (including amendments, side letters and memoranda of understandings thereto) also commonly known as union agreements and, as such, the Premises, employment or engagement of Tenant's employees or personnel and the operation of the Tenant's business on the Premises (and the demolition and construction thereof) may be subject to the same **("Union Compliance").** In furtherance of Union Compliance, Tenant may only use union signatory contractors and subcontractors (and, if applicable, Tenant must ensure that Tenant's union signatory contractors and subcontractors only use union signatory contractors and subcontractors), who are in compliance with their respective collective bargaining/union agreements, to perform work at the Hotel Complex (either as part of Tenant's Work or otherwise). The enforcement of or applicability of Union Compliance on Tenant's use of and on Tenant's other business operations at the Premises shall be at Landlord's sole and absolute discretion, which Landlord may exercise at any time. Upon Landlord's exercise of such right, Tenant represents, warrants and covenants to adhere to Union Compliance (including the employment of union employees by Tenant). Tenant will in no way commit any act or omission that would disrupt or compromise any of Landlord's current or future business operations or relationships with any Unions. Without limiting the foregoing, Union Compliance shall include any judgment, ruling, decision or finding by a court, arbitrator or mediator related to the scope and applicability of any collective bargaining agreements to the Premises and in any case the Tenant's business at the Hotel Complex.

**SECTION 9. Maintenance of Premises.**

Tenant shall at all times keep the interior non-structural elements of the Premises (including all entrances, storefronts and vestibules) and all partitions, windows and window frames and moldings, glass, doors, door openers, HVAC equipment, systems and ductwork, and fixtures, improvements, equipment and appurtenances whether located within or outside of but exclusively servicing the Premises (including without limitation, lighting, heating, electrical, plumbing and any grease/interceptors/traps), ventilating and air conditioning fixtures and systems and other mechanical equipment and appurtenances and all parts of the Premises, and parts of Tenant's Work not on the Premises in good order, condition and repair and clean, orderly, sanitary and safe, damage by unavoidable casualty excepted, (including, but not limited to, doing such things as are necessary to cause the Premises, and any other items which Tenant is obligated to maintain, to comply with applicable Laws). If replacement of equipment, fixtures and appurtenances thereto is necessary, Tenant shall replace the same with new or completely reconditioned equipment, fixtures and appurtenances, and repair all damages done in or by such replacement. Tenant shall be responsible for its own janitorial services to clean the Premises. If Tenant fails to perform Tenant's obligations hereunder, and that failure continues after Landlord provides Tenant with written notice and a reasonable opportunity to cure, Landlord may, but shall not be obligated to perform Tenant's obligations or perform work resulting from Tenant's acts or omissions and add the cost of the same together with an administrative fee of ten percent (10%) to the next installment of Minimum Monthly Rent due hereunder to be repaid in full. Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Premises, or to any leasehold improvements, equipment, merchandise, goods, stock in trade, facilities or fixtures therein, all of which shall be Tenant's responsibility, but Tenant shall give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Premises or the Common Areas of which Tenant has knowledge. Unless caused by the acts or omissions of Tenant or its agents, employees, contractors, subcontractors, consultants or representatives, Tenant shall have no responsibility to perform or construct, any repair, maintenance or improvements (i) necessitated by the acts or omissions of Landlord or its agents, employees, contractors or representatives, (ii) to the electrical, mechanical, HVAC, water, sewer, plumbing and elevator systems serving the portions of the Building other than the Premises, or (v) outside the demising walls and storefront of the Premises. Tenant shall be responsible for all electrical, mechanical, HVAC, life-safety, water, sewer, and plumbing systems that service the Premises including the connection of such systems to Landlord's main drains or distribution points. Tenant shall provide its own uninterrupted power supply for the Premises.

**SECTION 10. Furniture; Fixtures; Equipment; Refurbishment; Alterations; Tenant Liens; Security Interest.**

**10.1. Fixtures/Requirement to Refurbish. Except as otherwise** required by the theme of the Premises, all furniture, fixtures flooring, wall coverings and equipment installed by Tenant shall be new. Upon the request of Landlord, and without limiting the refurbishment obligation provided for in this Section, Tenant shall promptly refurbish at Tenant's sole cost and expense all or any portion of the interior of the Premises so that the furnishings, flooring, wall fixtures and coverings, lighting, equipment and other appurtenances in the Premises are kept in like new order, condition and repair in conformity with the standards of appearance for a first class resort/casino/entertainment facility. Tenant hereby covenants and agrees to spend on refurbishments of the Premises including upgrading technology, excluding the cost of regular and ordinary maintenance and cleaning, an amount equal to, or greater than the Refurbishment Minimum. All refurbishment work to be performed pursuant to this Section shall be Tenant's Work, and subject to, the approvals and other conditions of Tenant's Work. All refurbishment work shall be at the standards and level of quality and general appearance of the Premises that existed as of the Commencement Date.

**10.2. Alterations; Signage; Displays.** Tenant will not paint, decorate or change the architectural treatment of any part of the exterior of the Premises nor any part of the interior of the Premises visible from the exterior nor make any structural alterations, additions or changes in the Premises including to building utility systems or equipment without Landlord's prior written approval thereto, which shall not be unreasonably withheld, conditioned or delayed, and will promptly remove any paint, decoration, alteration, addition or changes applied or installed without Landlord's prior written approval and restore the Premises to an acceptable condition or take such other action with respect thereto as Landlord directs. Any work performed by, or on behalf of, Tenant shall be considered Tenant's Work, and subject to the approvals and other conditions of Tenant's Work. Tenant shall not place or permit on any exterior door, window or wall of the Premises or otherwise, any sign, awning, canopy, advertising matter, decoration, lettering or other thing of any kind which has not been approved by Landlord. Landlord reserves the right to disapprove, in Landlord's sole and absolute discretion, any signage or decoration located on the exterior of the Premises or which can be seen outside the Premises which Landlord deems to be in poor taste, inappropriate or offensive and Tenant shall remove such sign or item from the Premises upon Landlord's written notice to Tenant. Tenant shall not use any advertising medium or other devices which can be heard or experienced outside the Premises, such as flashing lights, searchlights, lasers, loudspeakers, phonographs, radios or televisions. Tenant agrees not to display, paint or place any handbills, bumper stickers, or other advertising fliers on any vehicle in the parking area of the Hotel Complex or in the Common Areas. Tenant will install and maintain at all times, subject to the other provisions of this Section 10.2, merchandise displays in any show windows on the Premises; the arrangement, style, color and general appearance thereof and of displays in the interior of the Premises which are visible from the exterior, including, but not limited to, window displays, advertising matter, signs, merchandise and store fixtures, shall be maintained in keeping with the character and standards of the Hotel Complex.

**10.3. Liens; Security Interest.**

**10.3.1.** Tenant acknowledges that Landlord (or in certain cases, Landlord's Affiliate) is the owner or ground lessee of the Hotel Complex, the Common Areas and the Premises and that Tenant neither has, nor at any time hereunder will have, any ownership interest in the Hotel Complex, the Common Areas or the Premises. Tenant shall not permit or suffer any mechanics' or materialmen's lien to be filed against the Premises, the Common Areas or the Hotel Complex or any interest of Landlord or Landlord's Affiliate therein by reason of work, labor, services or materials performed or furnished to Tenant or anyone holding any part of the Premises under Tenant. If any such lien shall at any time be filed as aforesaid, Tenant may contest the same in good faith, but, notwithstanding such contest, Tenant shall, within fifteen (15) days after Tenant's receipt of written notice of the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction, or otherwise in a manner satisfactory to Landlord and all Superior Holders, if any. In the event of Tenant's failure to release of record any such lien within the aforesaid period, Landlord may remove said lien by paying the full amount thereof or by bonding or in any other manner Landlord deems appropriate, without investigating the validity thereof, and irrespective of the fact that Tenant may contest the propriety or the amount thereof, and Tenant, upon demand, shall pay Landlord the amount so paid out by Landlord in connection with the discharge of said lien, together with interest thereon at the rate set forth in Section 4.2 herein and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable in full to Landlord as Additional Rent on the first day of the next following month. Nothing contained in this Lease shall be construed as consent on the part of Landlord to subject Landlord's estate in the Premises to any lien or liability under the lien Laws of the State of Nevada. Tenant's obligation to observe and perform any of the provisions of this Subsection 10.3.1 shall survive the earlier termination or expiration of this Lease. Landlord shall have the right to post and maintain on the Premises any notices of non-responsibility provided for under applicable Law. Upon completion of Tenant's Work, Tenant shall furnish to Landlord lien waivers from all contractors, subcontractors and materialmen who provided work, labor, services, equipment or material to Tenant.

**10.3.2.** Tenant shall not create or suffer to be created a security interest or other lien against any improvements, additions or other construction made by Tenant in or to the Premises or against any fixtures installed by Tenant therein, and should any security interest be created in breach of the foregoing, Landlord shall be entitled to discharge the same by exercising the rights and remedies afforded it under Subsection 10.3.1.

**10.3.3.** In addition to any security or lien interest arising out of operation of law or statute, Tenant grants Landlord a valid security interest in, to and upon all Collateral (as defined below), in order to secure (a) payment of all rent and other sums of money becoming due under this Lease from Tenant, (b) payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained in this Lease, and (c) all other payment and performance obligations and liabilities under or relating to this Lease. Except in the ordinary course of Tenant's business, Tenant will not remove the Collateral from the Premises without the consent of Landlord given in its sole and absolute discretion until all arrearages in rent as well as any and all other sums of money then due to Landlord under this Lease will first have been paid in full and discharged and all covenants, agreements and conditions of this Lease have been fully complied with and performed by Tenant, unless otherwise prohibited by law. As used herein, "Collateral" shall mean (i) all goods, inventory, equipment, fixtures, furniture, use permits, liquor licenses, improvements and other personal property of Tenant, presently, or which may hereafter be, situated in or on the Premises (ii) all tangible personal property of Tenant which is now or may hereafter serve and be located in the Premises, and (iii) all proceeds therefrom. Upon the final termination of Tenant's right of possession of the Premises due to the occurrence of an Event of Default, in addition and not in substitution of any of its other rights and remedies, Landlord may, in addition to any other remedies provided in this Lease or under the Uniform Commercial Code or other applicable law, enter upon the Premises and take possession of any and all Collateral situated in the Premises, without liability for trespass or conversion, and sell such Collateral at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale Landlord may purchase, unless otherwise prohibited by law. The requirement of reasonable notice under this Lease and the Uniform Commercial Code will be met if such notice is given in the manner prescribed in Section 23.7 of this Lease deposited as therein provided at least ten (10) days before the time of sale. Any public sale made pursuant to the provisions of this Section 10.3.3 will be deemed to have been a public sale conducted in a commercially reasonable manner if held in or on the Premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the local area, for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and expenses), will be applied as a credit against the indebtedness secured by the security interest granted in this Section 10.3.3. Any surplus will be paid to Tenant or as otherwise required by law and Tenant will pay any deficiencies upon demand. Landlord is hereby authorized to file a financing statement in form sufficient to perfect the security interest of Landlord in the Collateral under the provisions of the Uniform Commercial Code in force in any relevant jurisdiction. Notwithstanding the foregoing, the following shall be excluded from the Collateral: any name, copyright, trademark or other intellectual property of Tenant and equipment such as copiers, computers and point-of-sale systems with a value of not more than Ten Thousand Dollars ($10,000.00) that are customarily leased or financed.

**SECTION 11. Insurance; Indemnities.**

**11.1. By Landlord.** During the Term, Landlord will be responsible for maintaining fire and extended coverage property insurance covering the Hotel Complex buildings (excluding stock in trade, fixtures, furniture, Tenant's Work, leasehold improvements, furnishings, carpeting, floor covering, wall covering, drapes, ceiling and equipment), and commercial general liability insurance covering the Common Areas within the Hotel Complex, in amounts and coverages as Landlord deems appropriate in Landlord's sole and absolute discretion.

**11.2. By Tenant.** At Tenant's sole cost and expense, Tenant shall obtain and keep in full force and effect from and after the Effective Date and during the Term the insurance coverage as set forth on **Exhibit H** attached hereto and incorporated herein. Tenant shall require its contractors and subcontractors to comply with the construction insurance requirements contained in **Exhibit H.**

**11.3. Waiver of Subrogation Rights.** Landlord and Tenant shall cause each fire and extended coverage or all-risk and liability insurance policy carried by them to be written in such a manner so as to provide that the insurer waives all right of recovery by way of subrogation against Tenant or Landlord, as the case may be, in connection with any loss or damage to property or personal injury for which proceeds of insurance are actually received by the insured party under such policy. Neither party hereto shall be liable to the other for any loss or damage caused by fire or any of the casualties covered by all-risk insurance or personal injury covered by liability policies, to the extent of the releasing party's actual recovery under its insurance policy or policies even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees. In the event either party shall fail to obtain such wavier of subrogation, or shall fail to supply the other party with evidence thereof, then such other party, after providing the other party with written notice, shall have the right to procure such waiver, if available, on behalf of, and at the sole cost and expense of, the party failing to obtain the waiver or to supply evidence thereof. If a waiver of subrogation is unavailable to either Landlord or Tenant, **the other** party shall not be obligated to obtain any waiver of subrogation.

**11.4. Waiver; Limitation of Liability.** Except to the extent caused by the willful misconduct or gross negligence of any of the Landlord Parties, all Landlord Parties shall not be liable for, and Tenant waives all claims for damage to persons or property sustained by Tenant, Tenant's employees and/or any person claiming through Tenant or Tenant's employees resulting from any accident or occurrence in or upon any part of the Hotel Complex or the Common Areas including, but not limited to, claims for damage resulting from: (i) injury done or caused by wind, water, or other natural element; (ii) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water, and steam pipes, roof, walls, stairs, porches, escalators, elevators, railings or walks; (iii) broken glass; (iv) the backing up of any sewer pipe or downspout; (v) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank; (vi) the escape of steam or hot water; (vii) water, snow or ice; (viii) the falling of any fixture, plaster or stucco; (ix) damage to or loss by theft or otherwise of property of Tenant or others; (x) acts or omissions of persons in the Premises, other tenants in the Hotel Complex, occupants of nearby properties, or any other persons; and (xi) any act or omission of occupants of adjacent or contiguous property.

**11.5. Indemnities.**

**11.5.1.** Subject to the terms and conditions of this Section 11, including, without limitation, Section 11.3, Tenant hereby covenants and agrees to indemnify, defend using counsel reasonably acceptable to Landlord, save, and hold the Landlord Parties, the Premises and the leasehold estate created by this Lease, the Common Areas and the Hotel Complex free, clear and harmless from, and against, any and all liabilities, losses, costs, expenses (including reasonable attorney's fees), judgments, claims, liens, fines, penalties, and demands of any kind whatsoever caused by, resulting from, or in any way connected with (i) any act, omission, negligence or willful misconduct of Tenant or Tenant's Affiliates or their respective parents, subsidiaries, partnerships, joint venturers, other affiliates, officers, directors, members, managers, shareholders, employees, agents, contractors, subcontractors, consultants and licensees (collectively, with Tenant, the **"Tenant Parties",** and each a **"Tenant Party")** while in, upon, about, or in any way connected with the Premises, the Common Areas or the Hotel Complex (including, but not limited to, the sale of unlicensed merchandise or goods); (ii) arising from any accident, injury or damage, howsoever and by whomsoever caused, to any person or property whatsoever occurring, in, upon, about or in any way connected with Tenant's activities, Tenant's Work or Tenant's use of the Premises, the Common Areas or the Hotel Complex, or any portion thereof; and (iii) Tenant's employment decisions based upon, or as a result of, the employment eligibility and background checks required by this Lease.

**11.5.2.** Subject to the terms and conditions of this Section 11, including, without limitation, Sections 11.3 and 11.4, Landlord shall indemnify, defend using counsel reasonably acceptable to Tenant, save, and hold the Tenant Parties free, clear and harmless from, and against, any and all liabilities, losses, costs, expenses (including reasonable attorney's fees), judgments, claims, liens, fines, penalties, and demands of any kind whatsoever arising from any occurrence in or on the Common Areas or other parts of the Hotel Complex (excluding therefrom the Premises) caused by, resulting from, or in any way connected with the sole negligence or willful misconduct of Landlord or any Landlord Parties; or, to the extent arising from a risk that is not covered by the insurance Tenant is obligated to carry under this Lease, any other negligence or willful misconduct of Landlord or any Landlord Parties as to an occurrence in or on the Common Areas or other parts of the Hotel Complex (excluding therefrom the Premises).

**11.5.3.** The indemnities set forth in this Lease shall survive the earlier termination or expiration of this Lease and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of rent under any provision of this Lease. If any proceeding is filed for which indemnity is required hereunder, the indemnifying party agrees, upon request therefor, to defend the indemnified party in such proceeding at its sole cost utilizing counsel satisfactory to the indemnified party. Nothing in this Section 11 shall impose any obligation on Tenant or Landlord to be responsible or liable for, and each hereby releases the other from all liability for, lost profits or consequential damages.

**SECTION 12. Estoppel Certificate, Attornment, Subordination.**

**12.1. Estoppel Certificate.** Within fifteen (15) days after Landlord's written request, Tenant shall deliver, executed in recordable form, a declaration to any person designated by Landlord that as of the date of the estoppel certificate (i) ratifying this Lease; (li) stating the commencement and termination dates; and (iii) certifying (A) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), (B) that to Tenant's actual knowledge all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any), (C) that to Tenant's actual knowledge no defenses or offsets against the enforcement of this Lease by Landlord exist (or stating those claimed), (D) as to advance rent, if any, paid by Tenant and the date to which rent has been paid, (E) as to the amount of security deposited with Landlord, and (F) such other information as Landlord reasonably requires; provided that Tenant shall not be obligated to agree to any provision in an estoppel certificate that amends this Lease. Persons receiving such statements shall be entitled to conclusively rely upon them and such estoppels shall be deemed to have been given for good and valuable consideration, all of which shall be so stated in the estoppels. Tenant shall not be permitted to assert or enforce any claim against the person to whom it is delivered (or against such person's property) which is inconsistent with the statements contained in the certificate. The estoppel certificate shall not be deemed to amend the Lease or waive any of Tenant's rights under the Lease as between Landlord and Tenant.

**12.2. Attornment.** Tenant shall, in the event of a sale, assignment, cancellation, surrender or termination of Landlord's interest in the Premises or the Hotel Complex or this Lease, or if the Premises or the Hotel Complex is transferred pursuant to, or in lieu of, a foreclosure of a Superior Instrument (as defined in Section 12.3.1), be bound to the purchaser, assignee, beneficiary, lessor or other transferee of Landlord's interest to the Premises or Hotel Complex, in accordance with all the provisions of this Lease for the balance of the Term and shall attom to the purchaser, assignee, beneficiary, lessor or other transferee and recognize the same as Landlord hereunder; *provided, however,* that in the event of a transfer pursuant to, or in lieu of, a foreclosure of Superior Instrument, the beneficiary of such other transferee shall not be liable for, nor subject to, any claims, offsets or defenses which Tenant may have by reason of any act or omission of Landlord (or any prior landlord) under this Lease, nor for the return or offset of the sums which Tenant may have paid to Landlord (or any prior landlord) for security deposits, advance rent or otherwise, except to the extent that such sums have actually be delivered to the beneficiary, or such other transferee. Tenant shall execute, within fifteen (15) days after Landlord's written request, any attornmnent agreement required by any purchaser, assignee, beneficiary, lessor or other transferee to be executed, containing such provisions as such person requires. In the event Tenant receives a notice from a Superior Holder (as defined in Section 12.3.1) that such Superior Instrument has been cancelled, surrendered or terminated, then Tenant shall thereafter pay all rents accruing under this Lease to the Superior Holder (or as Superior Holder may direct) with all such rents being credited against the amounts owing by Landlord under the Superior Instrument. Any such payments to the Superior Holder shall be deemed payments to Landlord under this Lease.

**12.3. Subordination.**

**12.3.1.** Landlord may, in Landlord's sole and absolute discretion and at any time, fmance or refinance, as applicable, any portion of the Hotel Complex. This Lease shall be subordinate, secondary, junior and inferior at all times to the lien of any mortgage, deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the Hotel Complex and/or ground, master or other underlying lease encumbering all or any part of the Hotel Complex, and to all renewals, amendments, modifications, replacements, consolidations and extensions thereof (hereinafter collectively referred to as **"Superior Instrument")** and within fifteen (15) days after Landlord's written request Tenant shall execute and deliver all documents requested by the mortgagee, lessor or other applicable holder of a Superior Interest (each a **"Superior Holder")** to effect such subordination. If Tenant fails to timely execute and deliver any such document requested by a Superior Holder to effect such subordination, Landlord is hereby authorized to execute such documents and take such other steps as are necessary to effect such subordination on behalf of Tenant as Tenant's duly authorized irrevocable agent and attorney-in-fact. Notwithstanding the foregoing, the subordination of Tenant's rights and interests under this Lease to any ground lease, mortgage or deed of trust shall be contingent upon Tenant's having received from any such ground lessor, mortgagee or beneficiary of any deed of trust a written recognition agreement (the **"Non-Disturbance Agreement")** in the form attached hereto as **Exhibit L.** Landlord shall use commercially reasonable efforts to obtain the Non-Disturbance Agreement prior to the Delivery Date. Landlord represents and warrants that as of the execution and delivery of this Lease there are no Superior Holders other than those set forth on **Exhibit L.**

**12.3.2.** This Lease is subject and subordinate to any and all declarations, agreements, instruments, easements and easement agreements (collectively, the **"CC&Rs")** which may be or have *been* entered into with or granted to any person heretofore or from time to time hereafter, whether such persons are located within or upon the Hotel Complex or not, and Tenant shall execute such instruments as Landlord requests to evidence such subordination. Landlord represents and warrants no such CC&Rs shall materially impair Tenant's use of the Premises for the Permitted Use. Notwithstanding any constructive notice given by the recording of any instrument modifying to the CC&Rs, Tenant shall have no obligation to observe or perform the terms and conditions of any modification until Tenant has actually received a copy of such instrument duly executed and recorded. Tenant shall have the right to assume, and rely on such assumption, that Landlord has obtained all consents and approvals required under the CC&Rs prior to giving Landlord's consent or approval to anything required under this Lease, and Tenant shall have no obligation to request any consent or approval directly from any third party under the CC&Rs, although Tenant shall, upon Landlord's request, cooperate with Landlord in obtaining any such consent or approval.

**12.3.3. Failure to Execute Instruments.** Tenant's failure to execute instruments or certificates provided for in this Section 12 within fifteen (15) days after the mailing by Landlord of a written request shall, after Landlord provides an additional five (5) day notice and Tenant fails to provide, be, at Landlord's sole option, an Event of Default under this Lease.

**SECTION 13. Assignment, Subletting and Concessions.**

**13.1. Consent Required.** Tenant shall not sell, assign, mortgage, pledge or in any manner transfer this Lease or any interest therein, nor sublet all or any part of the Premises, nor license concessions nor lease departments therein, nor grant any other use or occupancy right to any other person or entity to use all or any part of the Premises whether directly, indirectly or by operation of law or whether voluntarily or involuntarily (any of the foregoing being a **"transfer"),** without Landlord's prior written consent in each instance at Landlord's sole and absolute discretion. Landlord has entered into this Lease with Tenant in order to obtain for the benefit of the entire Hotel Complex the unique attraction of Tenant's trade name set forth in the Basic Lease Information and the unique merchandising mix and product line associated with Tenant's business as described in Basic Lease Information, and Landlord has specifically relied on the identity and special skill of Tenant in its ability to conduct the specific business identified in Basic Lease Information, and the foregoing prohibition on assignment or subletting or the like is expressly agreed to by Tenant as a material consideration and inducement to Landlord to lease to Tenant. Tenant hereby acknowledges that the foregoing provisions of this Section 13.1 constitute a freely negotiated restraint on alienation. Consent by Landlord to any assignment or subletting shall not waive the necessity for consent to any subsequent assignment or subletting. This prohibition shall include a prohibition against any subletting or assignment by operation of Law and nothing contained herein shall be deemed to in any way limit Landlord's rights to oppose the assumption and/or assignment of this Lease in any Tenant bankruptcy proceedings. Any purported transfer made without full compliance with the provisions of this Section 13 shall, at Landlord's election, be void and shall confer no rights upon any third person. If this Lease is assigned or the Premises or any part sublet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant and apply the same to the rent herein reserved, but no such assignment, subletting, occupancy or collection of rent shall be deemed a waiver of any restrictive covenant contained in this Section 13.1 or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the performance by Tenant of any covenants on the part of Tenant herein contained. Any assignment (i) as to which Landlord has consented, or (ii) which is made by reason of and in accordance with the provisions of any statute, including, without limitation, the Laws governing bankruptcy, insolvency or receivership shall be subject to all terms and conditions of this Lease, and shall not be effective or deemed valid unless, at the time of such assignment:

**13.1.1.** Each assignee or subtenant shall agree, in a written agreement satisfactory to Landlord, to assume and abide by all of the terms and provisions of this Lease, including but not limited to those which govern the Permitted Use of the Premises described in Section 8 herein; and

**13.1.2.** Each assignee or subtenant has submitted a current financial statement, audited by a certified public accountant, showing a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by such assignee or subtenant of Tenant's obligations hereunder; and

**13.1.3.** Each assignee or subtenant has submitted, in writing, evidence satisfactory to Landlord of substantial experience in and the sale of merchandise, goods and services permitted under Section 8 of this Lease; and

**13.1.4.** The business background and reputation of each assignee or subtenant shall meet or exceed generally acceptable commercial standards; and

**13.1.5. T**he use of the Premises by each assignee or subtenant shall not violate, or create any potential violation of applicable Laws, nor violate any other agreements affecting the Premises, Landlord or other tenants in the Hotel Complex or surrounding properties; and

**13.1.6.** Tenant shall pay Landlord for all administrative and legal expenses incurred by Landlord in connection with evaluating any such assignment or subletting up to a maximum of Five Thousand Dollars ($5,000.00); and

**13.1.7.** Neither the assignee nor subtenant nor any person or entity affiliated in any manner with the assignee or subtenant shall own, operate, manage or control in any manner a hotel, resort/casino facility or other gaming operation; and

**13.1.8.** Any assignee or subtenant is found acceptable to do business with Landlord by Landlord's Security Department.

For the purposes of this Lease, the entering into of any management agreement or any agreement in the nature thereof transferring control of the business operations of Tenant in the Premises as well as any substantial percentage of the profits and losses thereof to a person or entity other than Tenant, or otherwise having substantially the same effect, shall be treated for all purposes as a Transfer of this Lease and shall be governed by the provisions of this Section 13.

Notwithstanding any transfer by Tenant hereunder, Tenant shall remain primarily liable for all of Tenant's obligations hereunder. Each transfer shall be subject to all of the terms and conditions of this Lease, including all restrictions on Transfer. No act or conduct by the Landlord other than its express written consent shall constitute its consent or waiver of its consent rights with respect to a particular transfer. No transfer or consent to Transfer will operate to waive Landlord's rights with respect to any future transfer.

**13.2. Change in Ownership.** If Tenant is a corporation the stock of which is not traded on any national securities exchange (as defined in the Securities Exchange Act of 1934, as amended), then the following shall constitute a transfer of this Lease for all purposes of this Section 13: (a) the merger, consolidation or reorganization of such corporation; and/or (b) the sale, issuance, or transfer of any voting stock, by Tenant. If Tenant is a joint venture, limited liability company, partnership or other association (the ownership interests of which are not traded on any national securities exchange (as defined in the Securities Exchange Act of 1934, as amended), then for all purposes of this Section 13, the sale, issuance or transfer of any ownership interest therein, or the termination of any joint venture, partnership or other association, shall constitute an assignment. Tenant shall notify Landlord at least thirty (30) days prior to any person acquiring an ownership interest or equity position in Tenant at or above five percent (5%), in whatever form (other than the purchase or sale of stock or other ownership interest traded on any national securities exchange (as defined in the Securities Exchange Act of 1934, as amended), in order to allow Landlord the opportunity to conduct a background investigation completed by Landlord's Security Department on such person, the results of which shall be satisfactory to Landlord in Landlord's reasonable business discretion. If such investigation is not satisfactory to Landlord, Tenant shall take all necessary steps to reverse the acquisition at issue, and Tenant's failure to do so shall constitute an Event of Default. Tenant shall provide all information required by Landlord in order to conduct such background investigation.

**13.3. Tenant's Directors, Officers and Owners/Shareholders.** Attached hereto as **Exhibit G** is a list of the names and titles of Tenant's present directors, officers and members/owners/shareholders/ trustees that hold or own an equity interest of five percent (5%) or more of Tenant or are otherwise entitled to control the Tenant. If, subject to the preceding sentence, any of Tenant's members/owners/shareholders/trustees is a corporation, limited liability company, partnership, limited partnership or some other entity not a natural person (collectively an **"Owner Entity"),** Tenant shall, upon request of Landlord also use commercially reasonable efforts to obtain and provide the members/owners/shareholders/trustees of such Owner Entity, the members/owners/shareholders/trustees of any Owner Entity of such Owner Entity, and so on. Without limitation to the provision of Section 13.2 of this Lease, Tenant shall, in writing and within thirty (30) days after the date of any such change, notify landlord of any change in or to the information set forth on Exhibit G attached hereto. Within ten (10) days after Landlord's request, Tenant shall provide to Landlord an updated copy of Exhibit G and any Owner Entity ownership information requested by Landlord certified by an officer of Tenant as being true and correct.

13.4. Consent Not Required. Tenant may allow persons to acquire a less than five percent (5%) ownership interest in Tenant without obtaining Landlord's advance written consent. Tenant may also assign this Lease without Landlord's consent to an entity that is wholly-owned by a Direct Tenant Subsidiary; *provided, however,* that prior to any such assignment becoming effective, any owner of the Direct Tenant Subsidiary other than Tenant that holds or owns an equity interest of five percent (5%) or more in the Direct Tenant Subsidiary shall be subject to a background investigation completed by Landlord's Security Department on such person, the results of which shall be satisfactory to Landlord in Landlord's reasonable business discretion. For purposes of this Lease, a **"Direct Tenant Subsidiary"** is an entity which is at least ninety percent (90%) owned by Tenant. Additionally, the individually named natural persons who are members, owners, shareholders and/or trustees of Tenant or of the members of Tenant listed in **Exhibit G** shall be permitted to transfer amongst themselves a cumulative total of no more than twenty-five percent (25%) of the ownership interests in Tenant without obtaining Landlord's advance written consent. Any other or further transfers of any ownership interests in Tenant shall require the advance written consent of Landlord.

**SECTION 14. Hotel Name; Promotion of Hotel Complex and Premises.**

**14.1. Hotel Name Use with Trade Name.** Landlord is the owner of the LUXOR trademark, including United States trademark registration nos. 1798924, 1741984, and 1923054, among others, (the **"Landlord In.** Landlord hereby grants Tenant a non-exclusive, non-transferrable, and royalty-free right to use the Landlord IP in connection with its Trade Name. Landlord reserves all rights not expressly granted to Tenant. Notwithstanding that the Trade Name is used in connection with the Landlord IP, Tenant hereby acknowledges and agrees that the Landlord IP is, and shall at all times remain, the intellectual property of Landlord and, therefore, that any use of the Landlord IP in connection with the Premises is expressly excluded from the definition of "Trade Name" and Tenant's use of the Landlord IP shall inure solely to the benefit of Landlord. In that regard, Tenant hereby acknowledges and agrees that Tenant shall not acquire any right, title, and interest in, or to, the Landlord IP except the right of use in compliance with this Lease. Tenant shall not attempt to register the Landlord **IP** or any confusingly similar marks in any jurisdiction. Tenant shall not dispute or otherwise contest, directly or indirectly, the validity of the Landlord IP or any of Landlord's registrations in connection therewith or Landlord's exclusive right, title and interest in, or to, the Landlord IP, or aid or assist any third party in so doing. Tenant recognizes the goodwill associated with, and the high standard of quality symbolized by, the Landlord **IP.** Tenant shall use the Landlord IP in a manner that is consistent with this standard of quality and in compliance with any brand guidelines or style guide provided by Landlord from time to time during the Term. Tenant shall include any trademark designations, including, but not limited to, the ® symbol, reasonably required by Licensor in connection with use of the Landlord IP. Tenant shall not use the Landlord IP in connection with any of the following without the Landlord's prior written consent that Landlord may withhold it is sole and absolute discretion: nudity, guns or weapons, smoking, controlled substances, profanity, offensive materials, or other operators of hotels, resorts/casinos or gaming facilities. Landlord reserves the right to require that Tenant cease using the Landlord **IP** within the Trade Name at any time and Tenant shall immediately cease the use of the Landlord IP and the Hotel Name. Landlord hereby represents and warrants to Tenant that Landlord has, and Landlord hereby covenants and agrees to at all times maintain, the right to use the Landlord IP and all related rights, for Landlord's operation at the Hotel Complex. Landlord shall indemnify, defend and hold harmless Tenant and the Tenant Parties against any all liability associated with Tenant's use of Landlord IP in compliance with this Section.

**14.2. Promotion of Hotel Complex and Premises.** Tenant shall refer to the Hotel Complex under the Hotel Name, or such other names as Landlord may designate from time to time, in designating the location of the Premises in all newspaper and other advertising and in all other references to the location of the Premises, and list this location first in such advertising and include in all Tenant's newspaper advertising during the thirty (30) day period prior to the Commencement Date the designation in bold type that Tenant is opening for business in the Hotel Complex. In particular, but not by way of limitation, Tenant shall not have the right to use the Hotel Name to market or make any product that has the Hotel Name on the product without Landlord's prior written consent. Tenant shall follow Landlord's direction as to the style for the Hotel Name whenever Tenant is entitled to use the Hotel Name hereunder, except that, when the Hotel Name is being used solely as an address, another style may be used. All signage, advertising and literature of or on behalf of Tenant using the Hotel Name (except when the Hotel Name is being used solely as an address) shall be submitted to Landlord for Landlord's prior written approval as to form and content, to be given or withheld in Landlord's sole discretion. Landlord's failure to approve within fourteen (14) days after submission to Landlord shall be deemed not approved. The rights granted to Tenant pursuant to this Section 14 shall terminate upon the expiration of the Term or the earlier termination of this Lease or Landlord's cessation of the use of the Hotel Name or termination of Landlord's right to use the Hotel Name. The rights granted herein shall not be assigned or sublicensed to any third party without Landlord's prior written consent. Should Landlord determine in its sole discretion that any advertising by Tenant adversely affects the image, reputation or operation of the Hotel Complex, or promotes any competitor of Landlord or Landlord's Affiliates in the gaming and/or hotel business, Tenant shall cease such advertising promptly upon receipt of notice to do so from Landlord. Tenant shall not use with respect to the Hotel Complex a name the same or substantially the same as a name then used by Landlord or Landlord's Affiliates at the Hotel Complex (or any other facility owned and operated by Landlord or Landlord's Affiliates). The prohibitions set forth in this Section 14 are for the benefit of and directly enforceable by Landlord.

**SECTION 15. Damage and Destruction.**

If the Premises are hereafter damaged or destroyed or rendered partially untenantable for their accustomed use by fire or other casualty insured under the coverage which Landlord carries pursuant to Section 11.1 hereof, Landlord will promptly repair the same to substantially the condition which they were in immediately prior to the happening of such casualty (excluding stock in trade, fixtures, furniture, Tenant's Work, leasehold improvements, furnishings, carpeting, floor covering, wall covering, drapes, ceiling and equipment) and no portion of the Minimum Monthly Rent and other payments payable hereunder shall abate Landlord shall not be obligated to repair and restore if such casualty is not risk covered by the insurance which Landlord is obligated to carry pursuant to Section 11.1 hereof. Landlord shall be responsible for all deductibles; *provided, however,* that Landlord shall not be obligated to expend any funds in excess of the insurance proceeds recovered therefor. In the event the Premises are damaged, destroyed or rendered untenantable for their accustomed uses by fire or other casualty to the extent of more than fifty percent (50%) of the cost to replace the Premises or during the final two (2) Lease Years of the Term, then Landlord and Tenant shall each have the right to terminate this Lease effective as of the date of such casualty by giving to the other, within ninety (90) days after the happening of such casualty, written notice of such termination. If such notice is given, this Lease shall (without further obligation or liability) terminate and Landlord shall promptly repay to Tenant any rent theretofore paid in advance, which was not earned at the date of such casualty. Any time that Landlord repairs or restores the Premises after damage or destruction, then Tenant shall promptly repair or replace Tenant's stock in trade, fixtures, furnishings, furniture, Tenant's Work, leasehold improvements, carpeting, wall covering, floor covering, drapes, ceiling and equipment to substantially the same condition as they were in immediately prior to the casualty, and if Tenant has closed the Premises. Tenant shall promptly reopen for business upon the completion of such repairs. Tenant shall not be obligated to repair and restore if such casualty is not risk covered by the insurance which Tenant is obligated to carry pursuant to Section 11.2 hereof. Tenant shall be responsible for all deductibles and all costs and expenses for any repair or restoration regardless of whether the amount is in excess of the insurance proceeds recovered therefor. Should Tenant not repair the Premises to substantially the condition which it was in immediately prior to the casualty, as hereinabove described, within one hundred eighty (180) days of Landlord's completion of required work of Landlord for the restoration of the Premises **("Landlord's Repairs"),** Landlord shall have the right to terminate this Lease if Landlord provides written notice to Tenant within ten (10) days after the expiration of the one hundred eighty (180) day period and Landlord shall be entitled to all property insurance proceeds paid or recoverable with respect to any betterments to the Premises (and excluding any proceeds with respect to equipment or assets other than tenant improvements and fixtures) in connection with such loss. Notwithstanding anything to the contrary set forth herein, in the event all or any portion of the Hotel Complex shall be damaged or destroyed by fire or other cause (notwithstanding that the Premises may be unaffected thereby), to the extent the cost of restoration thereof would exceed fifteen percent (15%) of the amount it would have cost to replace the Hotel Complex at the time such damage or destruction occurred, then Landlord may terminate this Lease (without further obligation or liability) by giving Tenant thirty (30) days prior notice of Landlord's election to do so, which notice shall be given, if at all, within ninety (90) days following the date of such occurrence. In the event of the termination of this Lease as aforesaid, this Lease shall cease thirty (30) days after such notice is given, and the rent and other charges hereunder shall be adjusted as of that date. If Landlord does not elect to terminate this Lease pursuant to Landlord's termination right as provided above, and the Landlord Repairs cannot, in the reasonable opinion of Landlord's contractor, be completed within one hundred eighty (180) days after the date of the damage, Tenant may elect, no later than thirty (30) days after the date of Tenant's receipt of Landlord's estimate of the time necessary to restore the Premises, to terminate this Lease by written notice to Landlord effective as of the date specified in the notice, which date shall not be less than thirty (30) days nor more than sixty (60) days after the date such notice is given by Tenant, and the rent and other charges hereunder shall be adjusted as of that date. Furthermore, if neither Landlord nor Tenant have terminated this Lease, and the Landlord Repairs are not actually completed within a two hundred ten (210) day period, Tenant shall have the right to terminate this Lease if Tenant provides written notice to Landlord within ten (10) days after the expiration of the two hundred ten (210) day period effective as of the date specified in the notice, which date shall not be less than thirty (30) days nor more than sixty (60) days after the date such notice is given by Tenant, and the rent and other charges hereunder shall be adjusted as of that date.

**SECTION 16. Taking.**

**16.1. Total Taking.** If the entire Hotel Complex or Premises are taken by right of eminent domain or conveyed in lieu thereof (a**"Taking"),** this Lease shall terminate as of the date of the Taking.

**16.2. Partial Taking - Tenant's Rights.** If any part of the Hotel Complex becomes subject to a Taking and such Taking will prevent Tenant from conducting on a permanent basis its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within thirty (30) days after the Taking, and rent shall be apportioned as of the date of such Taking. If Tenant does not terminate this Lease, then rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenantable by the Taking.

**16.3. Partial Taking - Landlord's Rights.** If any material portion, but less than all, of the Hotel Complex becomes subject to a Taking, or if Landlord is required to pay any of the proceeds arising from a Taking to a Superior Holder, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within thirty (30) days after such Taking, and rent shall be apportioned as of the date of such Taking. If Landlord does not so terminate this Lease, then this Lease will continue, but if any portion of the Premises has been taken, rent shall equitably abate. Tenant waives any and all rights it might otherwise have pursuant to Nevada Revised Statutes Section 37.115.

**16.4. Temporary Taking.** If all or any portion of the Premises becomes subject to a Taking for a limited period of time, this Lease shall remain in full force and effect and Tenant shall continue to perform all of the terms, conditions and covenants of this Lease, including the payment of Minimum Monthly Rent and all other amounts required hereunder. If any such temporary Taking terminates prior to the expiration of the Term, Tenant shall restore the Premises as nearly as possible to the condition it was in prior to such temporary Taking, at Tenant's sole cost and expense. Landlord shall be entitled to receive the entire award for any such temporary Taking, except that Tenant shall be entitled to receive the portion of such award which (i) compensates Tenant for its loss of use of the Premises within the Term and (ii) reimburses Tenant for the reasonable out-of-pocket costs actually incurred by Tenant to restore the Premises as required by this Section.

**16.5. Award.** If any Taking occurs, then Landlord shall receive the entire award or other compensation for the land, the Hotel Complex, and other improvements taken; however, Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award) against the condemnor for the value of Tenant's personal property which Tenant is entitled to remove under this Lease, moving costs and loss of business and an amount attributable to unamortized cost of the improvements made to the Premises by Tenant determined using the Amortization Basis. Landlord reserves, and Tenant assigns to Landlord, all rights to damages on account of any taking or condemnation or any act of any public or quasi-public authority for which damages are payable. Tenant shall execute such instruments of assignment as Landlord requires, join with Landlord in any action for the recovery of damages, if requested by Landlord, and turn over to Landlord any damages recovered in any proceeding. If Tenant fails to execute instruments required by Landlord, or undertake such other steps as requested, Landlord shall be deemed the duly authorized irrevocable agent and attorney-in-fact of Tenant to execute such instruments and undertake such steps on behalf of Tenant.

**SECTION 17. Default by Tenant; Rights and Remedies;** Bankruptcy of Tenant

**17.1. Tenant Default; Rights and Remedies.**

**17.1.1.** Any of the following shall be considered for all purposes to be an **"Event of Default"** under this Lease: (i) any failure of Tenant to pay any rent or other amount payable under this Lease on the date due, whether or not the same shall have been demanded, and such failure continues for a period of five (5) days after such amount is due; (ii) any failure of Tenant to perform or observe the provisions of Sections 8.1, 11.2 or 19 of this Lease for more than ten (10) days after written notice of such failure; (iii)except to the extent a shorter cure period is expressly set forth in this Lease, and except for Subsections (i), (ii) and (iv) through (xiii) of this Subsection 17.1.1 (all of which are not subject to the cure right provided for in this Subsection (iii)), any failure by Tenant to perform or observe any other of the terms, provisions, conditions or covenants of this Lease for more than thirty (30) days after written notice of such failure; *provided, however, that* if the default complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be cured within said thirty (30) day period, then such default shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence; (iv) a determination by Landlord that Tenant has intentionally submitted any false report required to be furnished hereunder; (v) anything done by Tenant upon or in connection with the Premises or the construction, remodeling, or refurbishment of any part thereof which directly or indirectly interferes in any way with, or results in a work stoppage in connection with, construction, remodeling, or refurbishment of any part of the Hotel Complex or any other tenant's space; (vi) Tenant or any Guarantor(s) becomes insolvent, files a petition for protection under the Bankruptcy Code (as defined below) (or similar Law) or a petition is filed against Tenant or any Guarantor(s) under such Laws and is not dismissed within forty-five (45) days after the date of such filing, makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts when due; (vii) Tenant abandons or vacates or does not do business in the Premises when required to do so under this Lease (including but not limited to Sections 8.2 and 8.3 of this Lease) for a period of seven (7) or more days; (viii) this Lease or Tenant's interest herein or in the Premises or any improvements thereon or any property of Tenant is executed upon or attached; (ix) the Premises come into the hands of, or is operated by, any person other than expressly permitted under this Lease; (x) Tenant operates the Premises under any name other than the Trade Name; (xi) in the event of a default by Tenant or any of Tenant's Affiliates under the terms of another lease or license agreement for space in the Restricted Zone entered into with Landlord or Landlord's Affiliates, such default shall constitute a default under this Lease and vice versa; (xii) an event deemed an Event of Default as expressly set forth in other provisions of this Lease; or (xiii) the breach by Tenant, with no right to cure, of Sections 8.14, 13, 20.1 and 20.3 of this Lease.

**17.1.2.** In addition, and notwithstanding anything to the contrary set forth above or elsewhere in this Lease, if there is a default with respect to any one or combination of the following: (i) the timely payment of any rent due Landlord from Tenant or the payment of any other money due Landlord from Tenant under the terms of this Lease and such failure continues for a period of five (5) days after such amount is due, (ii) the timely reporting by Tenant of Gross Sales as required by this Lease, such failure continues for a period of five (5) days after such report is due and Landlord has given Tenant notice of such failure, (iii) the grossly negligent, intentional or willful failure of Tenant to abide by Section 3.5 of this Lease, (iv) the timely reporting by Tenant of any material Incident, or the timely delivery by Tenant of Documentation, as required by Section 8.7 of this Lease as to a material Incident, or (v) the refusal of Tenant to provide Landlord with a current set of keys to the Premises as required by Section 19 after Landlord's request therefor, three (3) or more times in any period of twelve (12) consecutive months; then, notwithstanding that such default may have been cured, any further written notice to Tenant of a default as set forth in (i) through (v) of this Subsection 17.1.2 within a twelve (12) month period shall be deemed to be a **"Repeated Default".** In the event of a Repeated Default, Landlord, without affording Tenant an opportunity to cure such Repeated Default, may terminate this Lease forthwith by notice to Tenant given within ninety (90) days of such Repeated Default, and pursue any of its rights and remedies as provided for in Subsection 17.1.3.

**17.1.3.** Upon any Event of Default or Repeated Default, Landlord shall have the right without notice or demand to pursue any of its rights and remedies at Law or in equity, including but not limited to any one or more of the following remedies, concurrently or successively: (i) terminate this Lease; (ii) after five (5) day written notice to Tenant, cure such Event of Default for Tenant at Tenant's sole cost and expense (plus a 15% administrative fee); (iii) apply any Security Deposit, certificate of deposit or letter of credit provided under this Lease; and/or (iii) recover such amounts as may be permitted from time to time by applicable Law, including without limitation, reasonable attorneys' fees, broker or leasing fees, tenant improvements costs, and any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom.

**17.2. Right to Relet.**

**17.2.1.** If Landlord reenters the Premises as set forth above, or if it takes possession pursuant to legal proceedings or otherwise, it may terminate this Lease or it may, from time to time, without terminating this Lease, make such alterations and repairs as it deems advisable to relet the Premises, and relet the Premises or any part thereof for such term or terms (which may extend beyond the Term) and at such rentals and upon such other terms and conditions as Landlord deems advisable; upon each such reletting all rentals received by Landlord therefrom shall be applied: first, to pay any costs and expenses of reletting, including without limitation, brokers and attorneys' fees and costs of advertising, alterations and repairs; second, to any indebtedness other than rent due hereunder from Tenant to Landlord; and, third, to rent due hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as it becomes due hereunder.

**17.2.2.** If rentals received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall immediately pay any such deficiency to Landlord. No re-entry or taking possession of the Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such termination is given by Landlord.

**17.2.3**. Notwithstanding any such reletting without termination, Landlord may at any time thereafter terminate this Lease for any prior Event of Default or Repeated Default.

**17.3 Damages Upon Termination.**

If Landlord terminates this Lease upon any Event of Default or Repeated Default, in addition to any other remedies it may have under this Section 17, at law and in equity, it may recover from Tenant, all (i) sums which were due prior to the date of termination, (ii) damages incurred by reason of such breach or default, including reasonable attorney's fees at the trial and appellate levels, (iii) costs of retaking the Premises; and (iv) a sum (the **"Liquidated Damages Amount")** equal to all rent and other charges which would be payable from the date of such termination through what would have been the then unexpired Term. The Liquidated Damages Amount shall be calculated by using the highest total of each of Minimum Annual Rent, Percentage Rent and Additional Rent payable by Tenant at any time during the Term prior to such termination. It is hereby acknowledged and agreed by Landlord and Tenant that the Liquidated Damages Amount to be paid by Tenant is not a penalty, but a reasonable and equitable pre-estimate of the damages which would be incurred by Landlord (which damages are impossible to calculate more precisely) and in that regard, constitutes liquidated damages and not a penalty, with respect to damages incurred by Landlord as a result of the applicable Event of Default and termination of this Lease. Notwithstanding anything to the contrary contained in this Article 17 or any other provisions of this Lease, nothing in this Lease shall impose any obligation on Tenant or Landlord to be responsible or liable for, and each hereby releases the other from all liability for, consequential damages.

**17.4. Set-off.** Tenant hereby agrees that Landlord may hold back, offset and fail to pay to Tenant any amount due from Landlord to Tenant hereunder in exchange for any amount due from Tenant to Landlord hereunder which was not paid by Tenant. In the event of any such offset by Landlord, Landlord shall provide to Tenant in writing an explanation of such offset and a copy of the supporting documentation in connection with such offset.

**17.5 Waiver of Rights of Redemption.** To the extent permitted by Law, Tenant waives any and all rights of redemption granted by or under any present or future Law if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Premises due to Tenant's default hereunder or otherwise.

**17.6 Cumulative Remedies.** All of Landlord's remedies in this Lease or at Law provided shall be cumulative and not exclusive and shall survive the earlier termination or expiration of this Lease.

**17.7 Bankruptcy.** If this Lease is not terminated in accordance with paragraph 17.3 hereof**because such termination is not permitted under title 11 of the United States Code (the "Bankruptcy Code"),** then upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and debtor-in-possession, or any trustee who may be appointed, agrees: (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 reject or assume this Lease within ninety (90) days of the filing of such petition under the Bankruptcy Code or such shorter period of time as allowed by the bankruptcy rules; (iii) neither Tenant nor any Trustee shall seek any extension of any period for the rejection or assumption of this Lease; (iv) that 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; (v) the Premises shall be deemed a lease of real property in a shopping center for purposes of Section 365(b)(3) of the Bankruptcy Code, and Landlord shall be entitled to all adequate assurance of future performance required with respect to the assumption and assignment of shopping center leases under the Bankruptcy Code, in addition to any additional and further adequate assurances and requirements imposed by a Bankruptcy Court; (vi) in no event after the assumption of this Lease shall an existing default remain uncured for a period more than the earlier of twenty (20) days or the time period specified in this Lease; (vii) Landlord shall have no obligation to provide Tenant or any trustee with services or utilities unless all payments of Rent and Additional Rent are paid current; and (viii) 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. Nothing contained in this Section 17.7 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. Landlord reserves any and all rights and remedies provided herein or at law.

**17.8 Mitigation.** Notwithstanding anything to the contrary in this Article 17, if Landlord terminates this Lease or Tenant's possession of the Premises due to an Event of Default by Tenant, Landlord shall use commercially reasonable efforts to mitigate its damages.

**SECTION 18. Default by Landlord.**

Landlord shall in no event be charged with default in any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after written notice as set forth in Section 23.7 to Landlord by Tenant, specifically describing such failure. Except as may be otherwise expressly provided in this Lease, Tenant shall have no right to terminate this Lease nor withhold/offset any rent payment based upon an uncured default by Landlord in the performance of Landlord's obligations under this Lease; *provided, however,* that Tenant shall have all rights and remedies expressly stated under this Lease and Tenant may seek to recover from Landlord an amount representing appropriate actual, compensatory damages for breach of contract based on any such uncured default by Landlord, but not otherwise and in no event shall Tenant be permitted to recover indirect, consequential, punitive, or exemplary damages from Landlord based on any such uncured default of Landlord, or otherwise.

**SECTION 19. Access by Landlord.**

Landlord and Landlord's agents and employees shall have the right to enter the Premises at any reasonable times including, but not limited to, during the conduct of Tenant's Work and/or the right of immediate entry at any time in the case of an emergency or to protect access to the Hotel Complex and the Common Areas, to examine the Premises and show them to prospective purchasers and other persons and to post notices as Landlord may deem reasonably necessary or appropriate for protection of Landlord, Landlord's interests, the Premises, the Common Areas or the Hotel Complex. Landlord shall attempt in all such cases other than an emergency situation to provide Tenant with prior notice. Landlord and Landlord's respective agents and employees shall have the further right to enter the Premises from time to time at reasonable times and upon prior notice to Tenant (i) to make such repairs, alterations, improvements or additions to the Hotel Complex, Common Areas or neighboring properties (including, without limitation, to install, maintain, use, repair and replace pipes, ductwork, conduits, utility lines and wires through hung ceiling space, column space, and partitions, in or beneath the floor slab or above or below the Premises or other parts of the Hotel Complex or Common Areas) as Landlord deems desirable, in which case, Landlord shall use commercially reasonable efforts not to interfere with Tenant's business operations or to create any Adverse Condition; (ii) to verify that Tenant is operating in the Premises in compliance with this Lease and the standards set forth herein; or (iii) in connection with the security or oversight of Landlord's operations at the Hotel Complex. During the last eighteen (18) months of the Term (or at any time that Tenant shall be in default under this Lease), Landlord may exhibit the Premises to prospective tenants and maintain upon the Premises notices deemed advisable by Landlord. In addition, during any apparent emergency, Landlord or Landlord's agents may enter the Premises forcibly without liability therefor and without in any manner affecting Tenant's obligations under this Lease. Nothing herein contained, however, shall be deemed to impose upon Landlord any obligation, responsibility or liability whatsoever, for any care, maintenance or repair except as otherwise herein expressly provided. Tenant shall ensure that Landlord at all times from and after the Effective Date and during the Term has the correct keys necessary to gain access to the Premises in the furtherance of its rights under this Lease. Tenant acknowledges and agrees that Landlord's Security Department may enter the Premises at any time it deems necessary. Landlord's activities under this Section 19 shall not be construed as an eviction of Tenant, nor render Landlord liable in damages, nor entitle Tenant to an abatement of rent, nor release Tenant from the obligation to fulfill any of the covenants under this Lease.

**SECTION 20. Holding Over; Successors; Surrender.**

**20.1. Holding Over.** If Tenant holds over or occupies the Premises beyond the Term (it being agreed there shall be no such holding over or occupancy without Landlord's prior written consent given in its sole and absolute discretion), Tenant shall pay Landlord for each day of such holding over a sum equal to the greater of (i) 150% the Minimum Monthly Rent prorated for the number of days of such holding over, or (ii) Minimum Annual Rent plus Percentage Rent prorated for the number of days of such holding over, plus, whichever of (i) or (ii) is applicable, a pro-rata portion of all other amounts which Tenant would have been required to pay hereunder had this Lease been in effect. If Tenant holds over with or without Landlord's written consent, Tenant shall occupy the Premises on a tenancy at sufferance but all other terms and provisions of this Lease shall be applicable to such period. In addition, if Tenant fails to surrender the Premises in the event Landlord provides Tenant with thirty (30) days written notice that it has another tenant who will be occupying the Premises, then in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold the Landlord Parties harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

**20.2. Successors.** All rights and liabilities herein given to or imposed upon the respective parties hereto shall bind and inure to the respective heirs, successors, administrators, executors and assigns of the parties and if Tenant is more than one (1) person, each person shall be bound jointly and severally by this Lease except that no rights shall inure to the benefit of any assignee or subtenant of Tenant unless the assignment or sublease was approved by Landlord in writing as provided in Section 13.1 hereof. Landlord, at any time and from time to time, may make an assignment of Landlord's interest in this Lease and, in the event of such assignment, Landlord and Landlord's successors and assigns (other than the assignee of Landlord's interest in this Lease) shall be released from any and all liability thereafter.

**20.3. Surrender.** No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or termination of this Lease, Tenant shall remove all personal property from the **Premises and deliver to Landlord the Premises with all improvements located therein in** good repair and condition, free of Hazardous Materials placed on the Premises as of the Effective Date and during the Term, broom-clean, reasonable wear and tear excepted, and shall deliver to Landlord all keys to the Premises. Additionally, at Landlord's option, Tenant shall remove improvements as Landlord specifies made to the Premises after the date of this Lease and identified by Landlord in writing for removal at the time of Landlord's approval of the particular alteration; provided that Tenant shall not be obligated to restore any portion of the Premises that was modified or demolished as part of the initial improvement of the Premises or any subsequent alteration approved by Landlord. Tenant shall repair all damage caused by such removal. Any items of personal property not removed by Tenant shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items; any such disposition shall not be considered a strict foreclosure or other exercise of Landlord's rights in respect of the security interest granted under Section 10.3. The provisions of this Section 20 shall survive the earlier termination or expiration of this Lease.

**SECTION 21. Quiet Enjoyment.**

If Tenant pays the rents and other amounts herein provided, observes and performs all the covenants, terms and conditions hereof and provided that no Event of Default by Tenant occurs, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without interruption by Landlord or any person or persons claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease, and further subject to all Superior Interests to which this Lease is subordinate and to all Laws.

**SECTION 22. Books and Records.**

Tenant agrees that it will keep for no less than seven (7) years complete books and records reflecting Gross Sales and all of the business activities with respect to the Premises and will comply with generally accepted accounting principles consistently applied. Said books and records shall include: (i) dated and time stamped cash register tapes (customer receipt and detail audit) which provide a non-resettable, non-clearing gross sales total and/or consecutively numbered duplicate sales tickets which are to be dated and time stamped (documentation of voided sales must be kept with regular sales tickets and tapes and originals of voided tickets must be retained); (ii) daily sales summaries; (iii) monthly sales journals showing breakdown of sales by day; (iv) authenticated bank deposit slips showing deposits of daily sales (if deposits are not made on a daily basis, then the number of days' receipts deposited should be shown on the deposit slip and in the monthly sales journal); (v) monthly state sales tax returns and canceled checks showing payment of those taxes; (vi) Federal Income Tax returns for the same period of time that Tenant is required to maintain Tenant's Federal Income Tax returns by the Department of the Treasury, Internal Revenue Service; and (vii) all of Tenant's purchase orders and invoices relating to the purchase, exchange, or replacement of products, merchandise or goods sold or to be sold by Tenant at, upon, or from the Premises.

Landlord shall have the right to examine all of Tenant's books and records relating to Gross Sales and corporate-wide sponsorships that include the Premises at any reasonable time and place. Landlord shall have the right at any time during the Term, and within three hundred sixty-five (365) days after the end of the Term, to have an audit conducted of Tenant's books and records by Landlord's employees or auditors of Landlord's choice. Any deficiency in rent attributable to Tenant's failure to accurately report Gross Sales shall be due immediately upon completion of the audit together with interest as set forth in Section 4.2 and a late fee equal to fifteen percent (15%) of the amount of the rent deficiency. If any audit reveals Gross Sales were understated by more than three percent (3%), the entire cost and expense of such audit shall be borne by Tenant. It is further agreed that an understatement of five percent (5%) or more of Gross Sales on two or more monthly reports during any twelve (12) month reporting period, which is not due to a mathematical error by Tenant or employee theft, shall be an Event of Default hereunder and cause for termination of this Lease by Landlord. In addition to all other remedies available to Landlord, in the event that any such audit shall disclose that Tenant's records and other documents as referred to in Section 22 hereof and such other materials provided by Tenant to Landlord's auditor are inadequate, in the opinion of Landlord's auditor, to accurately disclose Tenant's Gross Sales, then Landlord shall be entitled to collect as Additional Rent from Tenant an amount equal to thirty percent (30%) of the Minimum Monthly Rent payable by Tenant in the same period, provided Tenant shall be permitted a prompt refund with respect to any amount of additional rent collected by Landlord from Tenant pursuant to this paragraph when adequate records are provided by Tenant.

**SECTION 23. Miscellaneous.**

**23.1. No Waiver.** No waiver by Landlord or Tenant of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any earlier breach by Tenant of any term, covenant or condition hereof, regardless of Landlord's knowledge of such breach when such rent is accepted. No covenant, term or condition of this Lease shall be deemed waived by Landlord or Tenant unless waived in writing.

**23.2. Accord and Satisfaction.** Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy.

**23.3. Entire Agreement.** There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing, signed by them and approved by any Superior Holder.

**23.4. No Partnership.** Landlord does not, in any way or for any purpose, become a partner, employer, principal, master, agent or joint venturer of, or with, Tenant.

**23.5. Force Majeure.** If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, failure of power, restrictive governmental Laws or regulations including delays by regulatory authorities, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Lease (each a "Force Majeure Event"), except as otherwise provided in this Lease, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, an informational or recognitional picket line shall not be deemed a Force Majeure Event. In addition, the provisions of this Section 23.5 shall not operate to excuse Tenant from any obligations for payment of Minimum Annual Rent, Percentage Rent, Additional Rent or any other payments required by the terms of this Lease when the same are due, and all such amounts shall be paid when due.

**23.6. Submission of Lease.** Submission of this Lease to Tenant or any subsequent draft of this Lease, does not constitute an offer or option to lease, does not constitute a reservation of the Premises for Tenant, does not create any interest of Tenant in the Premises, and does not create an obligation on Landlord's part to negotiate a lease with Tenant; this Lease shall become effective only upon execution and delivery thereof by Landlord and Tenant. Upon execution of this Lease by Tenant, Landlord is granted an irrevocable option for thirty (30) days to execute this Lease within said period and thereafter return a fully executed copy to Tenant. The Effective Date of this Lease shall be the date filled in by Landlord in the Basic Lease Information, which shall be the date of execution by the last of the parties to execute this Lease.

**23.7. Notices.** All notices and other communications given pursuant to this Lease shall be in writing and shall be (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, (ii) hand delivered to the intended addressee, or (iii) sent by a nationally recognized overnight courier service, in each case addressed to the parties hereto at the addresses specified in the Basic Lease Information. All notices shall be effective upon delivery (even if such addressee refuses delivery thereof). The parties hereto may change their addresses/contact information by giving notice thereof to the other in conformity with this provision.

**23.8. Landlord's Approvals.** Notwithstanding Landlord's execution of this Lease, this Lease and the transaction contemplated herein shall be subject to all requisite approvals of Landlord including the Board of Directors of Landlord and/or any entity that owns and controls Landlord, Superior Holders, Landlord's collateral agents, lenders and/or loan participants, Landlord's Security Department, applicable Governmental Authorities and other Landlord-related third-parties for which approvals are required.

**23.9. Captions and Section Numbers.** This Lease shall be construed without reference to titles of Sections, which are inserted only for convenience of reference.

**23.10. Number and Gender.** The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. The use of the term "person" may, as the context requires, refer to an entity.

**23.11. Objection to Statements.** Notwithstanding the provisions of Section 23.1, Tenant's failure to object to any statement, invoice or billing rendered by Landlord within a period of one (1) year after eceipt thereof shall constitute Tenant's acquiescence with respect thereto and shall render such statement, invoice or billing an account stated between Landlord and Tenant.

**23.12. Representation by Corporate Tenant.** Tenant (if a corporation, limited liability company, partnership or other business entity) hereby represents and warrants to Landlord that Tenant is a duly formed and existing entity qualified to do business in the State of Nevada, that Tenant has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Tenant is authorized to do so.

**23.13. Landlord's Limitation of Liability.** Anything to the contrary herein contained notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who constitute Landlord with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant shall, subject to the rights of any Superior Holder, look solely to the interest of Landlord, Landlord's successors and assigns, in the Hotel Complex for the satisfaction of each and every remedy of Tenant in the event of default by Landlord hereunder; such exculpation of personal liability is absolute and without any exception whatsoever. Tenant agrees that the foregoing provisions shall be applicable to any covenant or agreement either expressly contained in this Lease or imposed by statute or at common law.

**23.14. Broker's Commission.** Tenant represents that it has not dealt with any broker, fmder or other person entitled to claim a fee or commission in connection with the Premises or the negotiation or execution of this Lease. Tenant shall indemnify, defend and save harmless Landlord Parties from and against all claims, liabilities, costs and expenses (including reasonable attorney's fees and costs) incurred as a result of any breach of the foregoing representation by Tenant.

Landlord represents that it has not dealt with any broker, finder or other person entitled to claim a fee or commission in connection with the Premises or the negotiation or execution of this Lease. Landlord shall indemnify, defend and save harmless Tenant from and against all claims, liabilities, costs and expenses (including reasonable attorney's fees and costs) incurred as a result of any breach of the foregoing representation by Landlord.

**23.15. Partial Invalidity.** If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by Law.

**23.16. Governing Law.** This Lease shall be governed by and construed in accordance with the Laws of the State of Nevada, excluding its conflict of law rules. Landlord and Tenant hereby acknowledge that the courts situated in Clark County, Nevada shall have exclusive jurisdiction over any action in connection with this Lease. In the event any action is commenced in connection with this Lease, the prevailing party thereto shall be entitled to recover its costs and expenses (including reasonable attorneys' fees) of such action. The parties hereto consent to personal jurisdiction in any such court and hereby waive any objection thereto and agree not to deny or defeat such court's jurisdiction or venue (including, without limitation, by a motion alleging *forum non conveniens).* **THE PARTIES HERETO AGREE TO WAIVE ALL RIGHT TO A JURY TRIAL IN CONNECTION WITH DISPUTES BROUGHT UNDER OR IN CONNECTION WITH THIS LEASE.**

**23.17. FCPA and Anti-Bribery Compliance.** Tenant agrees to ensure that it is reasonably knowledgeable with relevant laws and regulations, including those dealing with anti-corruption, such as the United States Foreign Corrupt Practices Act and U.K. Anti-Bribery Act and will take appropriate steps to ensure compliance therewith, and it will not cause any actions which would cause Landlord to be in violation thereof. Tenant further represents, warrants and agrees that it and its owners, officers, directors, employees, representatives, contractors and/or agents **("Principals")** have not offered, paid, promised, authorized or given, and will not offer, pay, promise, authorize, or give, anything of value to any official, officer, representative or other party related to any government (including entities wholly or partly owned or controlled by the government), public international organization, or political party, or any political candidate, for purposes of obtaining or retaining business or any improper advantage in connection with this Lease. Additionally, Tenant warrants and represents that, except as it otherwise notifies Landlord in writing, none of its Principals are officials, officers, representatives, or employees of any government or political party or candidates for political office. . Tenant represents and warrants that it will not subcontract or delegate any material aspect of this Lease to a third party without the prior written consent of the Company; that Tenant has conducted or will conduct on individuals and entities engaged by Tenant to work in connection with this Lease anti-corruption due diligence that comports with best practices and is appropriate to the anti-corruption risk profile presented by each such individual or entity; and that Tenant will not engage any individual or entity to work in connection with this Lease if Tenant has a reasonable belief that such individual or entity has either engaged in corrupt conduct or been investigated for, charged with or placed under indictment or consent decree for, or convicted of a crime involving moral turpitude or corruption (whether under the laws of the United States, or any other country).

**23.18. Superior Holder's Approval.** If any Superior Holder requires any modification of the terms and provisions of this Lease as a condition to such financing as Landlord may desire, then Landlord shall have the right to cancel this Lease if Tenant fails or refuses to approve and execute such modification(s) within thirty (30) days after Landlord's request therefor. Upon such cancellation by Landlord, this Lease shall be null and void and neither party shall have any liability either for damages or otherwise to the other by reason of such cancellation. In no event, however, shall Tenant be required to agree, and Landlord shall not have any right of cancellation for Tenant's refusal to agree, to any modification of the provisions of this Lease relating to: the amount of rent or other charges reserved herein; the size and/or location of the Premises; the duration and/or Commencement Date of the Term; or a modification which will result in a material decrease in Tenant's rights or a material increase in Tenant's obligations under this Lease.

**23.19. Reservation of Air Rights.** There has been no representation or warranty by Landlord and Tenant acknowledges that there is no inducement or reliance to lease the Premises on the basis that the existing access to light, air and views from the Premises would continue unabated. Tenant acknowledges and understands that it shall have no rights to the airspace above the Premises and/or Hotel Complex and those rights shall be the sole property of Landlord.

**23.20. Delay in Delivery.** Notwithstanding anything to the contrary contained in this Lease, if Landlord is unable to tender possession of the Premises in the condition required by **Exhibit B** to Tenant by the Estimated Delivery Date, then: (a) the validity of this Lease shall not be affected or impaired thereby, (b) Landlord shall not be in default hereunder or be liable for damages therefor, and (c) Tenant shall accept possession of the Premises when Landlord tenders possession thereof to Tenant. However, in the event that Landlord has not delivered possession of the Premises to Tenant in the condition required under **Exhibit B,** within twelve (12) months after the Estimated Delivery Date of this Lease (subject to extension for delay caused by Tenant and any Force Majeure Events), then Tenant shall have the right to terminate this Lease during the 30-day period following the expiration of such twenty-four (24) month period, upon written notice to Landlord in which case this Lease shall become null and void and both parties hereto shall be relieved of all obligations hereunder (except any liabilities which have been theretofore accrued and not yet paid shall remain outstanding), in which event each party will, at the other's request, execute an instrument in recordable form containing a release and surrender of all right, title and interest in and to this Lease. Time is of the essence with respect to the parties' termination rights under this Section.

**23.21. Construction/Remodeling or Redesign of Hotel Complex; Rights of Landlord.** Notwithstanding **Exhibit A** or anything else contained in this Lease, Landlord reserves the right to change or modify and add to or subtract from the size and dimensions of the Hotel Complex, the Common Areas or any part thereof, the number, location and dimensions of buildings and stores, the size and configuration of the parking areas, entrances, exits and parking aisle alignments, dimensions of hallways, malls and corridors, the number of floors in any building, the location, size and number of kiosks which may be erected in or fronting on any mall or otherwise (so long as kiosks and use of Landlord's frontage space do not materially and adversely interfere with Tenant's access to the Premises), the identity, type and location of other stores and tenants, and the size, shape, location and arrangement of Common Areas, and including without limitation the integration of the Hotel Complex or any portions thereof with any other property or properties (whether owned by Landlord, a Landlord Affiliate or a third party), and to use, design and decorate any portion of the Hotel Complex as it desires so long as no Adverse Condition occurs. Except pursuant to Sections 2.5 and 2.6, Landlord will not make modifications and/or changes to the Hotel Complex, which would materially and adversely interfere with the access to the Premises. In addition to any other provision contained herein, Tenant acknowledges that Landlord or Landlord's Affiliates may conduct construction at or upon, or remodel or redesign all or any portion of, the Hotel Complex or Common Areas (excluding the Premises), and that such work will not result in a breach of this Lease; *provided, however,* Tenant shall be granted an equitable abatement of Minimum Monthly Rent based on the area of the Premises in which Tenant is prevented from operating as a result of any such work; and, *provided, further,* Landlord will exercise commercially reasonable efforts to minimize interference with business operations of Tenant and the occurrence of any Adverse Condition. Except as otherwise provided herein, Landlord shall have no liability to Tenant relative to such work.

**23.22. Definition of Days.** Except as otherwise expressly provided herein, the term **"day"** shall mean a single calendar day, whether or not a working or business day. For purposes of this Lease, the term **"business day"** shall mean each Monday through Friday, inclusive, which is not a United States and/or State of Nevada designated holiday.

**23.23. Confidentiality.** At all times from and after the Effective Date until the expiration or earlier termination of the Term (unless consented to in writing by both Tenant and Landlord, or as otherwise required by Law or legal process, or requested by the NGCB (or other gaming regulators)), no press release or other public disclosure concerning the use, opening, rent or other terms of this transaction shall be made by any person, unless jointly agreed to in advance by Landlord and Tenant. Each party agrees to use diligent efforts to prevent such disclosure, other than (i) to employees, agents and consultants of the parties who are involved in the ordinary course of business with this transaction, or to the principals of the previous tenant in the Premises, all of whom shall be instructed to comply with the confidentiality provisions hereof, or (ii) in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction or as otherwise required to comply with applicable Laws or regulations. Landlord and Tenant agree that all information furnished by one party to the other or obtained by a party through such party's own investigation, as well as the provisions of this Lease and all exhibits and documents related thereto, shall be treated as confidential information.

**23.24. Recordation of Lease.** Neither this Lease, nor a memorandum thereof, may be recorded without the prior written consent of Landlord, in its sole and absolute discretion.

**23.25. Construction.** The terms and conditions of this Lease shall be construed as a whole according to its fair meaning and not strictly for or against any party. The parties acknowledge that each of them has reviewed this Lease and has had the opportunity to have it reviewed by their attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Lease, including its exhibits or any amendments. The parties further agree that prior drafts of this Lease shall not be relevant or considered in connection with the construction or interpretation of this Lease, or to vary, modify or contradict any of the terms or provisions of this Lease.

**23.26. Landlord Expenses.** If Landlord pays any monies or incurs any expense to correct a breach of this Lease by Tenant or to do anything in this Lease required to be done by Tenant, or incurs any expense (including, but not limited to, reasonable attorney's fees and court costs), as a result of Tenant's failure to perform any of Tenant's obligations under this Lease, all reasonable and necessary amounts so paid or incurred shall, on notice to Tenant, be considered Additional Rent payable in full by Tenant with the first Minimum Monthly Rent installment thereafter becoming due and payable, and may be collected as by Law provided in the case of rent.

**23.27. Intentionally Omitted.**

**23.28. Consents.** In all circumstances under this Lease where the prior consent of one party (the **"Consenting Party"),** whether it be Landlord or Tenant, is required before the other party (the **"Requesting Party")** is authorized to take any particular type of action, the Requesting Party agrees that its exclusive remedy if it believes that consent has been withheld improperly shall be to institute litigation either for a declaratory judgment or for a mandatory injunction requiring that such consent be given (with the Requesting Party hereby waiving any claim for damages, attorneys' fees or any other remedy unless the Consenting Party refuses to comply with a court order or judgment requiring it to grant its consent).

**23.29. Independent Covenants.** Except as otherwise expressly provided in this Lease, Tenant waives all rights to (i) any abatement, off-set, suspension, deferment, reduction or deduction of or from Rent, and/or **(ii)** quit, terminate or surrender this Lease or the Premises or any part thereof, except, in either case, as expressly provided herein. Tenant hereby acknowledges and agrees that the obligations of Tenant and Landlord hereunder shall be separate and independent covenants and agreements, that rent shall continue to be payable in all events and that the obligations of Tenant and Landlord hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease. Tenant agrees that Tenant shall not take any action to terminate, to rescind or to avoid this Lease notwithstanding any default by Landlord hereunder. Landlord and Tenant each acknowledges and agrees that the independent nature of the obligations of Tenant hereunder represents fair, reasonable and accepted commercial practice with respect to the type of property subject to this Lease, and that this agreement is the product of free and informed negotiation during which both Landlord and Tenant were represented by counsel skilled in negotiating and drafting commercial leases and Tenant hereby expressly waives the benefit of any currently existing or hereinafter enacted statute or case law to the contrary. Such acknowledgements, agreements and waivers by Tenant are a material inducement to Landlord's entering into this Lease.

**23.30. Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Additionally, telecopied, electronic or pdf signatures may be used in place of original signatures on this Lease. Landlord and Tenant intend to be bound by the signatures on the telecopied, electronic or pdf document, are aware that the other party will rely on the telecopied, electronic or pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Lease based on the form of signature.

**23.31. Time of Essence.** Time is of the essence with respect to the performance of every provision of this Lease.

**23.32. Waiver of Jury Trial.** Landlord and Tenant each hereby waives all rights to a trial by jury in any claim, action, proceeding or counterclaim BROUGHT BY EITHER OF THEM AGAINST THE OTHER IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER. TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OR INJURY OR DAMAGE RELATING TO THE PROPERTY OR THE PREMISES. TENANT HEREBY WAIVES ANY RIGHT TO FILE A COUNTERCLAIM AGAINST LANDLORD IN ANY SUMMARY DISPOSSESSION OR SIMILAR PROCEEDING.

**23.33. REIT.** Landlord and Tenant hereby agree that it is their intent that all rent (as defined in Section 4.2) shall qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended, (the **"Code")** and the U.S. Department of the Treasury Regulations promulgated thereunder (the **"Regulations").** In the event that (i) the Code or the Regulations, or interpretations thereof by the Internal Revenue Service contained in revenue rulings or other similar public pronouncements, shall be changed so that any Rent no longer so qualifies as "rent from real property" for purposes of Section 856(d) or (ii) Landlord, in its sole discretion, determines that there is any risk that all or part of any Rent shall not qualify as "rents from real property" for the purposes of Section 856(d), such Rent shall be adjusted in such manner as Landlord may require so that it will so qualify; provided, however, that any adjustments required pursuant to this Section shall be made so as to produce the equivalent (in economic terms) Rent as payable prior to such adjustment; and provided further, that, if the Rent cannot be adjusted as described above and such inability to adjust the Rent results in an adverse effect upon Landlord or any Superior Holder, then Landlord shall have the option to terminate this Lease upon ninety (90) days' prior written notice to Tenant. If such notice shall be given, then this Lease shall terminate on the ninetieth (90th) day after the date of such notice, all with the same force and effect as if such date were the expiration date specified in this Lease. The parties agree to execute such further commercially reasonable instrument as may reasonably be required by Landlord in order to give effect to the foregoing provisions of this Section.

**23.34. Patriot Act.** As an inducement to Landlord to enter into this Lease, Tenant hereby represents and warrants that to the best of Tenant's knowledge: (i) Tenant is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury **("OFAC")** pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a **"Prohibited Person");** (ii) Tenant is not (nor is it owned, controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, Tenant (and any person, group, or entity which Tenant controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, including without limitation any assignment of this Lease or any subletting of all or any portion of the Premises or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation. In connection with the foregoing, it is expressly understood and agreed that (x) any breach by Tenant of the foregoing representations and warranties shall be deemed an Event of Default by Tenant under Section 11.1 of this Lease and shall be covered by the indemnity provisions of Section 7.10 above, and (y) the representations and warranties contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of this Lease.

**23.35. Other Riders.** Tenant shall comply with the provisions of the Customer and the Restaurant Rider attached to this Lease.

**23.36. Intentionally Omitted.**

**23.37. Minimization of Interference; Good Faith.** Without limiting any other provision in this Lease, Landlord shall exercise its rights and perform its obligations hereunder in such a way as to reasonably minimize (given the circumstances, including without limitation the existence of an emergency situation) any resulting interference with Tenant's use of the Premises and Tenant shall exercise its rights and perform its obligations hereunder in such a way as to reasonably minimize (given the circumstances, including without limitation the existence of an emergency situation) any resulting interference with Landlord's use of the Hotel Complex. Landlord and Tenant shall deal with each other reasonably and in good faith with respect to this Lease. Whenever the exercise or performance of either party's rights or obligations hereunder requires the reasonable cooperation of the other party, such other party shall reasonably cooperate therewith.

**23.38. When Payment is Due.** Whenever a payment is required to be made by one party to the other under this Lease, but a specific date for payment or a specific number of days within which payment is to be made is not set forth in this Lease, or the words "immediately," "promptly" and/or "on demand," or their equivalent, are used to specify when such payment is due, then such payment shall be due thirty (30) days after the party which is entitled to such payment sends written notice to the other party demanding such payment.

**23.39. Reasonable Expenditures.** Any expenditure by a party permitted or required under this Lease, for which such party is entitled to demand and does demand reimbursement from the other party, shall be limited to the fair market value of the goods and services involved, shall be reasonably incurred, and shall be substantiated by documentary evidence available for inspection and review by the other party or its representatives during normal business hours.

**23.40. Untenantability and Unfitness**. Except as otherwise set forth in this Lease, if the Premises (or any material portion thereof) shall be rendered untenantable or unfit for Tenant's customary business operations as a result of (i) any defect in the Building, (ii) Landlord's failure to make any repair or perform any work that it is required to make or perform under this Lease, (iii) Landlord's making of any repair to the Building or its performance of any work in or about the Building, (iv) Landlord's performance of any work that it is required to provide under this Lease, or (v) any other breach of, or default under, this Lease by Landlord, then, in any case that such untenantability or unfitness shall continue for a period of five (5) consecutive business days after Tenant has provided written notice to Landlord, all base rent and additional rent shall abate for the period that the Premises remain untenantable or unfit for Tenant's use in a customary manner (or, in the event that only a portion of the Premises are rendered untenantable or unfit for Tenant's use in a customary manner, base rent and additional rent shall abate for such period with respect to the portion of the Premises that are rendered untenantable or unfit). In the event that any such untenantability or unfitness for Tenant's customary business operations shall continue for a period of one hundred eighty (180) consecutive days after Tenant has provided written notice to Landlord, Tenant shall have the right to terminate this Lease at any time during which such untenantability or unfitness continues to exist after the expiration of such one hundred eighty (180) consecutive day period by serving written notice to Landlord thereof.

**23.41. Landlord's Expenses and Fees:** Tenant will not incur any fees from Landlord in connection with its use of elevators or temporary utilities in connection with the construction of the Tenant Improvements. Landlord may charge Tenant fees for shut downs, fire watches and other construction-related activities that require Landlord coordination in commercially reasonable amounts.

**23.42. Limitation on Late Charge.** With respect to any payment required under this Lease other than (a) the base rent and (b) any amounts that are expressly stated to be payable within a fixed period of time after notice or other demand from Landlord (collectively, **"Non-Regular Payments"),** Landlord will not impose a late charge with respect to those Non-Regular Payments in the event that the Non-Regular Payment is made within 10 business days after notice from Landlord to Tenant of the delinquency.

[Remainder of page intentionally left blank.]

**RAMPARTS, INC.**
**A NEVADA CORPORATION**

By: /s/ Andrew Hagapian

Name: Andrew Hagopian III

Title: Assistant Secretary

Date: March 23, 2107

**ALLIED ESPORTS INTERNATIONAL, INC.,**

By: /s/ Judson Hannagan

Name: Judson Hannagan

Title: CEO

Date: March 23, 2017

Tax ID: XXXXXXXXXXXXXXXX

APPROVED AS TO FORM BY:

By: /s/ Ed Mulholland
[signature]

Name: Ed Mulholland

Title: General Counsel for Luxor Hotel andCasino

Exhibit 10.37

**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is entered into as of this 16 day of March, 2018 by and between ALLIED ESPORTS INTERNATIONAL, INC., a Nevada corporation ("Tenant"), ESPORTS ARENA LAS VEGAS, LLC, a Delaware limited liability company ("Subtenant") and RAMPARTS, LLC, a Nevada limited liability company ("Landlord").

**RECITALS:**

A. Reference is hereby made to that certain Lease Agreement dated March 23, 2017 (the "Lease") between Tenant and Ramparts, Inc., a Nevada corporation ("Ramparts") whereby Ramparts leased to Tenant that certain approximately 30,000 square feet of space (the "Property") located at 3900 S. Las Vegas Boulevard, Las Vegas, Nevada, commonly known as the Luxor Hotel and Casino ("Luxor").

B. On December 31, 2017 Ramparts changed its corporate structure from Ramparts, Inc. to Ramparts, LLC.

C.On February 17, 2018, Landlord agreed to a Consent To Sublease Agreement between Tenant and Subtenant (the "Sublease").

D. Subtenant desires to install a building wrap on Landlord's Luxor pyramid building and Landlord is willing to consent to the installation of the building wrap on the terms and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained in this First Amendment, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows.

**AGREEMENT:**

1. Landlord's Consent and Period of Approval: Subject to the Subtenant Conditions set forth herein, Landlord hereby consents to the installation of the building wrap on Landlord's Luxor pyramid building, and exhibition thereof, for a period of one (1) year. On March 22, 2019, Subtenant shall commence the removal of the building wrap and shall complete said removal no later than June 5, 2019. During the one (1) year term while the building wrap is in place, Subtenant shall maintain said wrap in good and commercially reasonable condition.

2. Subtenant Conditions: Subtenant:

a. shall contract with a reliable and authorized vendor to manufacture and install the building wrap at Subtenant's sole cost and expense;

b. shall obtain all necessary and required Clark County, Nevada and other licenses, permits, approvals and the like relating to the installation of the building wrap at Subtenant's sole cost and expense. Landlord shall provide Subtenant with Landlord's reasonable assistance in obtaining all necessary and required Clark County, Nevada and other licenses, permits, approvals and the like relating to the installation of the building wrap;

c. agrees that Installation of the building wrap shall be treated under the Lease and the Sublease as Tenant's Work subject to all requirements for Tenant's Work; and

d. agrees that the wrap and installation thereof shall be otherwise governed by the terms and conditions of the Lease.

3. No Other Amendments: All other terms, conditions and provisions of the Lease not otherwise amended in this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease Agreement as of the above date.

LANDLORD:

**Ramparts, LLC**

By: /s/ Nik Rytterstrom
Nik Rytterstrom
President & COO

TENANT:

**Allied Esports International, Inc.**

By: /s/ Judson Hannigan
Judson Hannigan
CEO

SUBTENANT:

**Esports Arena Las Vegas, LLC**

By: /s/ Judson Hannigan
Judson Hannigan
Director

Exhibit 10.38

**SECOND AMENDMENT TO LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("**Second Amendment**") is entered into this 18th day of August, 2018 (the "**Second Amendment Effective Date**") by and between RAMPARTS, LLC, a Nevada limited liability company, formerly known as Ramparts, Inc. ("**Landlord**"), and ALLIED ESPORTS INTERNATIONAL, INC., a Nevada corporation ("**Tenant**").

**WITNESSETH**

A. Landlord and Tenant entered into that certain Lease Agreement dated March 23, 2017, as more particularly described therein, as amended by the First Amendment to Lease Agreement dated March 16, 2018 (collectively, the "**Lease**"). On February 17, 2018, Tenant subleased the Premises to Esports Arena Las Vegas, LLC, a Delaware limited liability company ("**Subtenant**") in accordance with a Consent to Sublease Agreement. All capitalized terms not defined herein shall have the same meaning as defined in the Lease.

B. Landlord and Tenant desire to replace **Attachment 2,** Landlord Provided Food Services, of the Lease.

C. Landlord and Tenant also desire to amend certain provisions of the Lease, as more particularly set forth below.

**NOW THEREFORE,** based upon the covenants and promises contained herein and other good and valuable consideration, Landlord and Tenant mutually agree as follows:

1. As of the Second Amendment Effective Date, **Attachment 2** of the Lease is deleted in its entirety and replaced with **Attachment 2** of this Second Amendment.

2. Except as amended hereby, the Lease shall remain unaltered and in full force and effect.

3. This Second Amendment may be executed in two or more identical counterparts and may be signed and delivered by facsimile or electronic (i.e., .pdf) transmission. Delivery of this Second Amendment by facsimile or electronic transmission will have the same force and effect as delivery of original signatures.

**IN WITNESS WHEREOF,** the parties hereto have executed this Second Amendment, as of the date first set forth above.

**LANDLORD:**

**RAMPARTS, LLC, a Nevada limited liability company**

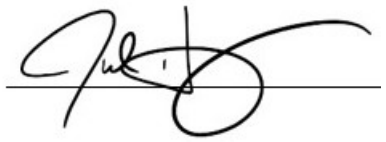
By:

Its:

**TENANT:**

**ALLIED ESPORTS INTERNATIONAL, INC.,**
a Nevada corporation

By: /s/



Its: CEO

**ACKNOWLEDGED AND AGREED:**

**SUBTENANT:**

**ESPORTS ARENA LAS VEGAS, LLC a**
Delaware limited liability company

By: /s/

Its: Director

[Signature Page to Second Amendment to Lease]

Confidential

**ATTACHMENT 2**

**LANDLORD PROVIDED FOOD SERVICES**

Forming a part of that Lease Agreement between ALLIED ESPORTS INTERNATIONAL, INC., a Nevada corporation ("**Tenant**") and Ramparts, LLC, a Nevada limited liability company ("**Landlord**"), the parties agree as follows:

Landlord will provide to Tenant, on a discounted basis (as specifically described below), food to be sold by Tenant in the Premises ("**Landlord Provided Food Services**"). Landlord Provided Food Services will be prepared by Landlord from the kitchen of one of Landlord's existing restaurants outside of the Premises. The initial menu including pricing of Landlord Provided Food Services is attached hereto as **Attachment 2-A**.

1.) Food in the Premises. Tenant shall only be permitted to sell the food items for consumption within the Premises specified in the menu, as modified from time to time, attached hereto as **Attachment 2-A**. The food items and pricing set forth in the initial menu may change from time to time as determined by Landlord.

2.) Costing. Landlord shall provide the Landlord Provided Food Services at a discount of twenty percent (20%) off of Landlord's standard menu prices.

3.) Payment. Tenant shall timely remit all charges associated with the Landlord Provided Food Services. For so long as Landlord is willing to do so, Tenant shall continue to allow Landlord to reconcile Tenant's cash receipts and process Tenant's credit card payments, and Landlord may deduct amounts owed to Landlord for Landlord Provided Food Services, on a weekly basis. In the event Landlord no longer undertakes the reconciliations in the preceding sentence, Tenant shall remit payment for the Provided Food Services to Landlord within fifteen (15) days after Landlord's demand.

4.) Termination. Either party may terminate the Landlord Provided Food Services as provided in this**Attachment 2** upon fifteen (15) days' prior written notice to the either party.

**ATTACHMENT 2-A**

**LANDLORD PROVIDED FOOD ITEMS INCLUDING PRICING**




Pricingreflectsa20%discount

**Starters (Served in Baskets)**

**Basket of Fries** choice of Ranch or Ketchup 4.50

**Chicken Fingers** plain, honey mustard or bbq sauce, ranch 10.50

**Nachos** jalapeños, pico de gallo, guacamole, sour cream, green onion, cilantro, chipotle beer cheese sauce, tortilla chips 10.50
**ADD CHILI 2 ADD CHICKEN 3**

**WINGS**
choice of ranch or blue cheese, celery, carrots wing sauces may only be mixed half & half hot • med • honey bbq • teriyaki•
**ADD FRIES $2.50**
**12 (each) 13**
**18 (each) 16**

**Salads (Served in Eco Bowl)**
**Caesar** romaine hear ts, pecorino, garlic croutons, dressing 8.50
**Cobb** avocado, tomato, egg, bacon, blue cheese, greens, classic vinaigrette 10.50

**ADD GRILLED CHICKEN 3 • GRILLED SHRIMP 5**

**Specialties (Served in Baskets)**

**Spicy Chicken** double chicken breast, bacon, pepper jack cheese, chipotle aioli, lettuce, tomato, ciabatta roll 15.50
**Cheese Burger** ground angus beef patty, onions, white cheddar, lettuce, tomato, brioche bun, choice of fries, kettle chips 14

**New York Pastrami** swiss, coleslaw, mustard, toasted rye bread 13.50

Exhibit 10.39

**CONVERTIBLE NOTE PURCHASE AGREEMENT**

This Convertible Note Purchase Agreement ("Agreement") is entered into as of the 11th day of October, 2018, by and between Ourgame International Holdings Limited, a Cayman Islands corporation (the "Company"), and the undersigned purchasers (each a "Purchaser," and collectively, the "Purchasers").

**INTRODUCTION**

A. The Company is engaging in an offering and sale (the "Offering") of secured convertible promissory notes in the form attached hereto as Exhibit A in an aggregate principal amount of $10,000,000 (the "Notes").

B. As part of the Offering, the Company wishes to issue to each Purchaser, and each Purchaser desires to purchase from the Company, in a transaction exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), a Note in an original principal amount set forth on the signature pages hereto, subject to the terms and conditions herein.

C. On September 25, 2018, the Company, its indirect subsidiary, Allied Esports International Holdings Limited ("Allied Esports"), and Black Ridge Acquisition Corp. ("Black Ridge") entered into that certain Term Sheet (the "Term Sheet"), pursuant to which, among other things, Allied Esports, will merge with and into a wholly owned subsidiary of Black Ridge, and another subsidiary of Black Ridge will purchase from the Company or its subsidiary the outstanding capital stock of WPT Enterprises, Inc., an indirect subsidiary of the Company ("WPT") (the "SPAC Transaction"). As a result of the SPAC Transaction, the Company will own, through its subsidiaries, shares of common stock (the "BRAC Common Stock") of Black Ridge.

D. The proceeds of the Offering are intended to provide the Company, Allied Esports and WPT proceeds necessary to, among other things, effectuate the SPAC Transaction.

**AGREEMENT**

Now, Therefore, in consideration of the foregoing facts and premises hereby made a part of this Agreement, the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

**Article 1**
**Purchase and Sale of Securities**

1.1 Purchase and Sale. Each Purchaser hereby irrevocably subscribes to purchase a Note in an aggregate principal amount set forth on Purchaser's signature pages hereto (the "Purchase Price"). Each Purchaser acknowledges that this subscription is subject to acceptance or rejection (in whole or in part) at the discretion of the Company. Attached hereto as Exhibit C is the list of Purchasers and the Purchase Price of the Note set forth opposite such Purchaser's name which each Purchaser is purchasing.

1.2 Acceptance. The Company will accept the subscriptions by executing and delivering to each Purchaser a countersigned copy of this Agreement and issuing to each Purchaser a Note in an original principal amount equal to the Purchase Price.

1.3 Warrants. In consideration of each Purchaser's payment of the Purchase Price, upon consummation of SPAC Transaction (the "SPAC Closing"), each Purchaser shall receive a Warrant (the "Warrant") to purchase shares of BRAC Common Stock in an amount equal to the product of (i) 3,800,000 shares, *multiplied by* (ii) the Purchase Price, *divided by* (iii) $100,000,000. The Purchase Price in the above equation will reflect, with respect to each Purchaser, any failure by such Purchaser to make the Second Payment pursuant to such Purchaser's Note (as set forth in Section 1 of the applicable Purchaser's Note). The Warrant shall be subject to the exercise price and such other terms and conditions as determined by Black Ridge and the Company in the SPAC Transaction, provided, however, the terms and conditions of the Warrant and the date of issuance of the Warrants shall be the same as the warrants to be issued to the Company and/or its affiliates in connection with the SPAC Transaction. If the SPAC Closing does not occur for any reason, Purchaser shall not receive any Warrant. For clarity, if the SPAC Closing does occur, Purchaser shall receive the Warrant even if Purchaser elects to not convert all of the outstanding principal of such Purchaser's Note.

1.4 Earn-out Shares. In consideration of Purchaser's payment of the Purchase Price, the Company shall cause Black Ridge to issue to Purchaser shares of BRAC Common Stock (the "Earn-out Shares") equal to the product of (i) 3,846,153 shares, multiplied by (ii) the Purchase Price,*divided by* (iii) $100,000,000, upon the satisfaction of the following conditions:

(a) Purchaser exercises Purchaser's rights to convert all of the outstanding principal of Purchaser's Note into "Conversion Shares" (as defined in the Purchaser's Note) in connection with the SPAC Closing;

(b) Purchaser must have made the Second Payment (as set forth in Section 1 of the applicable Purchaser's Note); and

(c) At any time within five years after the date of the SPAC Transaction, the last exchange-reported sale price of BRAC Common Stock trades at or above $13.00 for thirty (30) consecutive calendar days.

If the SPAC Closing does not occur for any reason, or any Purchaser elects to not convert all of the outstanding principal of such Purchaser's Note, then each such Purchaser receives no Earn-out Shares. The Earn-out Shares shall be subject to such other terms and conditions as determined by Black Ridge and the Company in the SPAC Transaction, provided, however, the terms and conditions of the Earn-out Shares and the date of issuance of the Earn-out Shares shall be the same as such shares to be issued to the Company and/or its affiliates in connection with the SPAC Transaction.

**Article 2**
**Purchaser's Representations and Warranties**

Each Purchaser hereby severally represents, warrants, acknowledges and agrees to the following for the benefit of the Company as set forth in this Article 2:

2.1 Purchaser has obtained and read (i) this Agreement, (ii) the bylaws and/or other applicable formation and governing documents of the Company (the "Organizational Documents"), (iii) the Term Sheet, (iv) the Risk Factors attached asExhibit B, (v) the public reports of the Company available at http://ir.ourgame.com/en/ir/info/report.html, (vi) the public reports of Black Ridge available online at https://www.sec.gov/, and (vi) any other documents specifically requested by Purchaser. All documents described in clauses (i) through (vi) above are collectively referred to hereinafter as the "Disclosure Documents." Purchaser has read and understands the Disclosure Documents.

2.2 Purchaser: (i) has, either alone or with the assistance of a professional advisor, sufficient knowledge and experience in financial and business matters that Purchaser believes himself/herself/itself capable of evaluating the merits and risks of a prospective investment in the Notes, Warrants, Earn-out Shares and the BRAC Common Stock issuable upon conversion of the Note (collectively, the "Securities") and the suitability of an investment in the Company, and after the SPAC Closing, Black Ridge, in light of Purchaser's financial condition and investment needs, and legal, tax and accounting matters; (ii) has not relied on the Company or any of its representatives for financial, tax or legal advice, and (iii) is investing in the Company, and after the SPAC Closing, Black Ridge, solely on the basis of the information set forth in Disclosure Documents, irrespective of any other information which Purchaser may have received from the Company, Black Ridge or its representatives.

2.3 Purchaser has been given access to full and complete information regarding the Company and has utilized such access to Purchaser's satisfaction for the purpose of obtaining information in addition to, or verifying information included in, the Disclosure Documents. Particularly, Purchaser has been given reasonable opportunity to meet with or contact Company representatives for the purpose of asking questions of, and receiving answers from, such representatives concerning the terms and conditions of the Offering and to obtain any additional information, to the extent reasonably available, necessary to verify the accuracy of information provided in the Disclosure Documents.

2.4 Purchaser acknowledges that an investment in the Securities involves a high degree of risk, including but not limited to the risk of losing Purchaser's entire investment in the Company, and after the SPAC Closing, Black Ridge.

2.5 Purchaser acknowledges that no federal or state agency, including the U.S. Securities and Exchange Commission (the "SEC") or the securities commission or authority of any state, has approved or disapproved the Securities, passed upon or endorsed the merits of the Offering of the Securities or the accuracy or adequacy of the Disclosure Documents, or made any finding or determination as to the fairness or fitness of the Securities for public sale.

2.6 Purchaser has relied upon the advice of Purchaser's legal counsel and accountants or other financial advisors with respect to tax and other considerations relating to the purchase of Securities in the Offering. Purchaser is not relying upon the Company or Black Ridge with respect to the economic considerations involved to make an investment decision in the Securities.

2.7 If Purchaser is an entity or unincorporated association: (i) Purchaser has the requisite corporate or other power and authority to enter into and to perform its obligations under this Agreement and to consummate the transactions contemplated hereby in accordance with the terms hereof; (ii) the execution, delivery and performance of this Agreement by Purchaser and the consummation by it of the transactions contemplated hereby have been duly authorized by Purchaser's board of directors or other governing body and no further consent or authorization of Purchaser, its board of directors or its shareholders, members or other interest holders is required; and (iii) Purchaser was not formed or organized for the purpose of acquiring the Securities.

2.8 Purchaser is not required to give any notice to, make any filing, application or registration with, obtain any authorization, consent, order or approval of or obtain any waiver from any person or entity in order to execute and deliver this Agreement or to consummate the transactions contemplated hereby, except for filings required by applicable state securities laws and regulations.

2.9 Neither the execution and delivery by Purchaser of this Agreement, nor the consummation by Purchaser of the transactions contemplated hereby, will (i) violate any law, rule, injunction, or judgment of any governmental agency or court to which Purchaser is subject or any provision of its charter, bylaws, trust agreement, or other governing documents or (ii) conflict with, result in a breach of, or constitute a default under, any agreement, contract, lease, license, instrument, or other arrangement to which Purchaser is a party or by which Purchaser is bound or to which any of its assets is subject.

2.10 Purchaser is a bona fide resident of (or, if an entity, is organized or incorporated under the laws of, and is domiciled in), and received the offer and decided to invest in the Securities, in the state or jurisdiction set forth as Purchaser's mailing address on the signature page to this Agreement.

2.11 Purchaser intends to receive and hold the Securities for Purchaser's own account. Purchaser has no contract, undertaking, agreement or arrangement with any person or entity to sell or otherwise transfer the Securities to any such person or entity or to have any such person or entity sell the Securities on Purchaser's behalf.

2.12 Purchaser has no need for immediate liquidity with respect to his, her or its investment and has sufficient income to meet Purchaser's current and anticipated obligations. The loss of Purchaser's entire investment in the Securities would not cause financial hardship to Purchaser and would not adversely affect Purchaser's current standard of living, if applicable. In addition, the overall commitment of Purchaser to investments that are not readily marketable is not disproportionate to Purchaser's net worth and Purchaser's investment in the Securities will not cause such overall commitment to become excessive.

2.13 Purchaser is not aware of any occurrence, event or circumstance upon the happening of which Purchaser intends to transfer or sell the Securities and Purchaser does not have any present intention to transfer or sell the Securities after a lapse of any particular period of time.

2.14 Purchaser has been informed that, in the view of the SEC and certain state securities commissions, a purchase of the Securities with a current intent to resell, by reason of any foreseeable specific contingency or anticipated change in market values, any change in the condition of the Company or the investment market as a whole, or in connection with a contemplated liquidation or settlement of any loan obtained for the acquisition of the Securities, would represent a purchase with an intent inconsistent with the representations set forth above, and that the SEC and certain state securities commissions might regard such sale or disposition as a deferred sale with regard to which an exemption from registration is not available.

2.15 On the signature pages to this Agreement, Purchaser has truthfully represented and warranted whether Purchaser is an "accredited investor" as defined in Regulation D of the Securities Act of 1933, including the basis on which Purchaser may satisfy such definition.

2.16 Transfer Restrictions. With respect to the registration status and transferability of the Securities, Purchaser understands, acknowledges and agrees that:

(a) Neither the offer nor the sale of the Securities to be issued in connection with this subscription and the Offering have been registered under the Securities Act or under applicable state securities laws on the grounds that they are being issued in a transaction (i) involving a limited group of knowledgeable investors familiar with the proposed operations of the Company, and (ii) not involving a public offering and that, consequently, such transaction is exempt from registration under the Securities Act and applicable state securities laws. The Company, and after the SPAC Closing, Black Ridge, will rely on Purchaser's representations herein as a basis for exemptions from the Securities Act's registration requirements.

(a) As a result of the offer and sale of the Securities in a transaction exempt from the registration requirements of the Securities Act, the Securities may not be sold, transferred or otherwise disposed of except pursuant to an effective registration statement or appropriate exemption from registration under the Securities Act and applicable state law and, as a result, the undersigned may be required to hold the Securities for an indefinite period of time.

(b) Purchaser acknowledges and agrees that the Securities are subject to restrictions on transfer and will bear restrictive legends in substantially the following form:

> THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE, IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF SUCH ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, ALL AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE COMPANY TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

(c) In addition to the restrictions on transfer of the Securities imposed by applicable federal and state securities laws, the BRAC Common Stock, as applicable, will, upon issuance, be subject to the terms and conditions of the Organizational Documents of the Company.

2.17 Further Assurances. Upon the conversion of the Note (as described therein), exercise of a Warrant, or as a condition to the issuance of any Earn-out Shares, Purchaser (or any successors of Purchaser) hereby agrees to execute any documents reasonably requested by the Board of Directors of the Black Ridge for the purpose of admitting Purchaser as a stockholder of the Black Ridge in a manner compliant with the applicable law.

**Article 3**

**The Company's Representations and Warranties**

3.1 The Company hereby represents and warrants to each Purchaser that the following representations and warranties are true and complete as of the date hereof:

a. Organization; Good Standing; and Entity Power.

i. The Company is a corporation duly organized, validly existing and in good standing under the laws of the Cayman Islands, and has all requisite corporate power and authority to carry on its business as now conducted.

ii. The Company has all requisite legal and corporate power and authority to execute and deliver this Agreement, to issue and sell the Notes, and to carry out and perform its obligations under the terms of this Agreement and to consummate the transactions contemplated thereby. All necessary action has been taken by the Company with respect to the execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated thereby.

b. Authorization. This Agreement has been duly authorized, executed and delivered by the Company and constitutes the legal, valid and binding obligations of the Company, enforceable against it in accordance with its respective terms, subject to (i) applicable bankruptcy, insolvency, reorganization and moratorium laws, (ii) other laws of general application affecting the enforcement of creditors' rights generally and general principles of equity and (iii) the limitation by federal or state securities laws or by public policy of rights to indemnification.

3.2 Warrants; BRAC Common Stock. After the SPAC Closing, the Company shall ensure that Black Ridge at all times maintain a number of authorized but unissued shares of BRAC Common Stock sufficient to satisfy the obligations under the Note and Warrant. When issued in compliance with the provisions of the Note or Warrant, the BRAC Common Stock issuable will be validly issued, fully paid and non-assessable.

**Article 4**
**General Provisions**

4.1 Agents for Purchasers.

(a) By execution and delivery of this Agreement, each Purchaser hereby appoints each of Knighted Pastures LLC ("Knighted") and Steve Lipscomb (the "Co-Agents") as its true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, to act solely and exclusively on behalf of such Purchaser as specified herein.

(b) The Co-Agents shall act as the representatives and agents of the Purchasers and shall be jointly authorized to act on behalf of the Purchasers and to jointly take any and all actions required or permitted to be taken by the Purchasers under the Note (other than as set forth below), the Security Agreement dated as of the date hereof by and among the Company, Allied Esports International Holdings Limited, the Purchasers and the other parties named therein (the "Security Agreement"), and the Share Pledge Security Agreement dated as of the date hereof by and among the Company, the Purchasers and the other parties named therein (the "Share Pledge Agreement"), in each case, with respect to the collection of amounts owed to Purchasers under the Notes and exercise of Purchasers' rights under each of the Notes (other than as set forth below), Security Agreement and the Share Pledge Agreement. Co-Agents may agree on behalf of Purchasers to waive (on a case by case basis), or forbear on enforcement of, Purchaser's rights, but shall not have the authority (i) to agree to any reduction in the amount owed to Purchasers under, or to agree to any amendment of the terms of, the Note Purchase Agreement, Note, Security Agreement or Share Pledge Agreement or (ii) to exercise any conversion or exchange rights of a Purchaser under the Note (which right shall be exercised solely by the Purchasers).

(c) The Purchasers shall be bound by all actions taken by the Co-Agents in their capacity as such. Following any Event of Default, the Co-Agents shall keep the Purchasers reasonably informed with written reports regarding material action taken on behalf of the Purchasers by the Co-Agents pursuant to the authority delegated to the Co-Agents under this Section 4.1. Each Co-Agent shall at all times act in his/her/its capacity as Co-Agent in a manner that such Co-Agent believes to be in the best interest of the Purchasers.

(d) Neither of the Co-Agents nor any of their members, managers, directors, officers, employees, attorneys or other agents (as applicable) shall be liable to any Purchaser for any error of judgment, or any action taken, suffered or omitted to be taken, under the Security Agreement and the Share Pledge Agreement, except in the case of his/her/its gross negligence, bad faith or willful misconduct. The Co-Agents may consult with and engage legal counsel, independent public accountants, sales agents and other experts selected by him/her/it and shall not be liable for any action taken or omitted to be taken in good faith in accordance with the advice of counsel, accountants or experts; provided, however, that no Co-Agent shall be obligated to expend or advance any material out-of-pocket costs to fund any enforcement or collection activities or otherwise act in their capacity as Co-Agent hereunder, provided that each Co-Agent shall keep the Purchasers reasonably informed as to the status of the Co-Agent's efforts hereunder, including as to whether lack of available funding for enforcement or collection activities is preventing the Co-Agents from vigorous pursuit of such activities. The Co-Agents may advance and/or may request from time to time that Purchasers make advances to Co-Agents to fund out-of-pocket costs and expenses, although no Co-Agent or Purchaser shall be obligated to make any such advance. Each Purchaser agrees that the Co-Agents and any Purchasers who make advances shall have first priority to be reimbursed (on a pro rata basis out of amounts collected based upon the amount so advanced or incurred) any and all such advances and, in the case of the Co-Agents, their costs, expenses, liabilities and losses incurred by the Co-Agents arising out of or resulting from any action taken or omitted to be taken by the Co-Agents under the Security Agreement and/or the Share Pledge Security Agreement, other than such losses arising out of or resulting from any Co-Agent's gross negligence, bad faith or willful misconduct. After payment of costs, expenses, liabilities and losses in accordance with the preceding sentence, the Co-Agents shall distribute any amounts collected to the Purchasers (including Co-Agents) without preference on a pro rata basis based on the outstanding principal and interest owing on the Note issued to each Purchaser as of the date of such distribution. If any Purchaser shall receive more than his/her/its pro rata share, then such Purchaser shall remit any payment or issuance in excess of its pro rata share to the other Purchaser as necessary to equitably distribute such excess in accordance with this paragraph.

(e) If the Co-Agents disagree with respect any material actions required or permitted to be taken by the Co-Agents hereunder or otherwise wish to seek the consent of the Purchasers to any proposed action, the Co-Agents shall promptly submit a summary of such proposed action in writing to the Purchasers and seek their consent to such action. Each Purchaser (including each Co-Agent) shall then submit in writing within 3 calendar days his/her/its vote on such matter (the "Purchaser Vote"). The result of the Purchaser Vote shall be determined by Purchasers (including Co-Agents) who actually respond timely to the Purchaser Vote that hold in aggregate more than 50% of the aggregate outstanding principal amount under the Notes of such responding Purchasers (a "Majority Vote").

(f) If, following any Event of Default, any Purchaser (including any Co-Agent) reasonably believes that the Co-Agents have reached a point of deadlock that has prevented them for at least 30 days (and will continue to prevent them for the foreseeable future) from vigorously seeking collection of amounts due to the Purchasers, such Purchaser may request the Co-Agents to jointly agree on an independent third party agent to replace the Co-Agents. If the Co-Agents cannot agree on an independent agent (or obtain a Majority Vote of Purchasers to appoint an independent agent) within 30 days of such Purchaser request, either Co-Agent may thereafter at any time request JAMS Orange County to appoint an agent in accordance with applicable JAMS rules from a list containing one proposed independent agent from each Purchaser who wishes to submit a suggestion. Any independent agent appointed by JAMS hereunder shall succeed to all rights of Co-Agents hereunder.

(g) Upon the death, incapacity or resignation of Knighted as Co-Agent, Knighted may appoint a replacement for Knighted as Co-Agent. Upon the death, incapacity or resignation of Steve Lipscomb as Co-Agent, a majority in interest of the Purchasers (by principal amount, other than Knighted) may appoint a replacement for such Co-Agent. If there is no Co-Agent available to serve (as a result of death, incapacity or resignation) for a period of 30 days and no replacement has accepted appointment, any Purchaser may seek the appointment of an independent agent under clause (f) above.

(h) In the event that there are no Co-Agents available to serve and/or no Co-Agent is appointed and serving in such capacity hereunder, the Purchasers agree that any Secured Party shall have and may exercise alone any of the rights of a Co-Agent hereunder, and in so doing shall conduct all such activities pursuant to clause (d) above and shall be protected by the limitation of liability set forth in clause (d) above.

4.2 Costs and Expenses. The Company and each Purchaser shall be responsible for its own costs and expenses incurred in connection with the transactions contemplated by this Agreement and the SPAC Transaction.

4.3 Indemnity. Each Purchaser agrees to severally indemnify and hold harmless the Company and each other Purchaser, and their respective affiliates and their respective officers, directors, managers, stockholders, employees and agents from and against any and all loss, liability, claim, damage and expense whatsoever (including but not limited to any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation or any claim commenced or threatened, including attorney fees) arising out of or based upon any false or misleading representation or warranty hereunder, misinformation, breach or failure by such Purchaser hereunder or under any other document furnished or delivered by such Purchaser to any of the foregoing indemnified persons in connection with Purchaser's investment in the Company.

4.4 Entire Agreement. This Agreement, the Note, the Security Agreement dated as of the date hereof by and among Allied Esports International Holdings Limited, the Purchasers and the other parties named therein, the Share Pledge Security Agreement dated as of the date hereof by and among the Company, the Purchasers and the other parties named therein, and the Disclosure Documents constitute the full and entire understanding and agreement among the parties with regard to the subject matter hereof and no party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein. No Purchaser has been granted any rights in connection with the Offering or the purchase of the Notes that have not been granted to all of the Purchasers (except as set forth in Section 4.1 of this Agreement).

4.5 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California without regard to its conflicts-of-law principles. The parties expressly acknowledge and agree that any judicial action to enforce any right of any party under this Agreement may be brought and maintained in the State of California, and the parties consent to the jurisdiction of the courts of the State of California, County of Orange, and the federal courts located in the Central District of the State of California. Accordingly, the parties hereby submit to the process, jurisdiction and venue of any such court. Each party hereby waives, and agrees not to assert, any claim that it is not personally subject to the jurisdiction of the foregoing courts in the State of California or that any action or other proceeding brought in compliance with this Section is brought in an inconvenient forum.

4.6 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto and shall inure to the benefit of and be enforceable by each Purchaser; provided that (i) all rights of each Purchaser, including rights to receive a Warrant and Earn-out Shares, shall automatically be assigned to any transferee of such Purchaser's Note, and (ii) no Purchaser may assign its rights or obligations under this Agreement unless such Purchaser's Note is assigned in connection therewith.

4.7 Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

4.8 Amendment and Waiver. This Agreement may be amended or modified, and any provision hereunder may be waived, only upon the prior written consent of the Company and each Purchaser. Any amendment that the Company agrees to with any one Purchaser must be presented to each other Purchaser as soon as is practicable thereafter so that such other Purchasers may elect, in each such Purchaser's sole discretion, to enter into the same amendment with the Company.

4.9 Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed effectively given and received when delivered in person or when sent by facsimile (confirmed by telephone or electronic mail), or on the day after mailing if sent by national overnight courier service or by certified or registered mail, return-receipt requested, addressed as follows:

(a) if to the Company, at:
Tower B Fairmont, No. 1 Building
17th Floor
33# Community, Guangshun North Street
Chaoyang District
Beijing, 100102
China

With a copy to:

WPT Enterprises, Inc.
Attn: David Polgreen
1920 Main Street, Suite 1150
Irvine, CA 92614

(b) if to any Purchaser, at such Purchaser's address set forth on the signature page hereto.

4.10 Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement binding on the parties. Facsimile and electronically transmitted signatures shall be valid and binding to the same extent as original signatures. In making proof of this Agreement, it will be necessary to produce only one copy signed by the party to be charged.

4.11 Additional Purchasers. At any time after the date of this Agreement, and notwithstanding Section 4.8 above, one or more additional persons or entities may become a Purchaser under this Agreement by executing and delivering to the Company a counterpart of this Agreement. Immediately upon such execution and delivery in conjunction with the delivery of the Purchase Price by such person or entity (and without any further action), each such additional person or entity will become a party to, and will be entitled to the rights and benefits of, this Agreement as a Purchaser hereunder. In the event any such additional person or entity becomes a party to this Agreement as a Purchaser hereunder, the Company shall promptly provide to all of the Purchasers an updated Exhibit C listing all of the Purchasers and the Purchase Price of each Purchaser.

* * * * *

**SIGNATURE PAGES**

Please indicate how you would like your Notes to be registered (check one):

☐ Individual Ownership (One signature required below)

☐ Joint Tenants with Rights of Survivorship (All tenants must sign below)

☐ Tenants in Common (All tenants must sign below)

☐ Other (Please specify): _____

☐ Trust or IRA

☐ Corporation

☐ Limited Partnership

☐ Limited Liability Company

☐ General Partnership

**Total Note Amount: $_____**

* * * *

**I. Purchaser Information**

Name:_____

Social Security or Taxpayer Identification Number:_____

Home Address (individuals): _____
(Street) (City/State/Zip Code)

Jurisdiction of Organization (entities):_____

Principal Place of Business (entities): _____
(Street) (City/State/Zip Code)

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Contact Person (entities): _____

Date of Formation (entities): _____ Fiscal Year (entities): _____

**II. Accredited Investor Status under the Securities Act of 1933.**

Please initial all appropriate spaces below indicating the basis upon which Purchaser may qualify as an "accredited investor" under the Securities Act of 1933.

FOR INDIVIDUALS

_____ Purchaser has a net worth (or joint net worth together with the undersigned's spouse) in excess of $1,000,000, and has no reason to believe that such net worth will not remain in excess of $1,000,000 for the foreseeable future. *Please Note*: For purposes hereof, "net worth" means the excess of total assets at fair market value (excluding the value of a primary residence), over total liabilities (excluding liabilities secured by a primary residence, except to the extent that such liabilities exceed the fair market value of the primary residence).

_____ Purchaser had an annual income during the last two full calendar years of in excess of $200,000 (or joint annual income together with the undersigned's spouse of in excess of $300,000) and reasonably expects to have an annual income in excess of $200,000 (or joint annual income together with the undersigned's spouse of in excess of $300,000) during the current calendar year.

FOR CORPORATIONS, PARTNERSHIPS OR LIMITED LIABILITY COMPANIES

_____ Purchaser has total assets in excess of $5,000,000.

_____ All of the equity owners, unit owners and participants of Purchaser are accredited investors. If Purchaser initialed this statement and did not initial any of the preceding three statements, the Company in its sole discretion may require Purchaser to provide the Company with a list setting forth the names of all owners and participants and indicating the manner in which they qualify, and may require each such person to complete an accredited investor and qualified eligible person equity owner questionnaire in the form supplied by the Company.

_____ Purchaser is a broker-dealer registered under Section 15 of the Securities and Exchange Act of 1934.

FOR TRUSTS

_____ Purchaser has total assets in excess of $5,000,000, its purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in the Company.

_____ Purchaser is a revocable trust which may be amended or revoked at any time by the grantors thereof and all of the grantors are accredited investors and qualified eligible persons.

**III. Signatures.**

| INDIVIDUAL SUBSCRIBERS | ENTITY SUBSCRIBERS |
|---|---|
| _____ (Signature) | _____ (Name of entity) |
| _____ (Printed name) | _____ (Name of signatory) |
| _____ (Signature, if joint investment) | _____ (Title) |
| _____ (Printed name, if joint investment) | _____ (Signature) |
| Dated _____, _____ | Dated _____, _____ |

**ACCEPTED:**

Ourgame International Holdings Limited

By:_____
Name:_____
Title: _____

Dated: _____, 2018

**EXHIBIT A**

Form of Note

*(see attached)*

**EXHIBIT B**

**RISK FACTORS**

*You should carefully consider the risks described below before making a decision to invest in the Securities. If any of the following risks actually occurs, our business could be materially harmed. In that case, we may be unable to satisfy our obligations set forth in the Notes issued in the Offering, and you may lose all or part of your investment. You also should refer to the other information set forth in the Disclosure Documents, including but not limited to the public reports of the Company and Black Ridge, available at http://ir.ourgame.com/en/ir/info/report.html, and https://www.sec.gov/, respectively.*

**Our management will have broad discretion in using the net proceeds from the sale of the Notes.**

A substantial part of the proceeds from the sale of the Notes will be for additional working capital of Allied Esports. The specific use will be in the discretion of our officers and Board of Directors, and it is not certain that such discretion will be beneficial to investors. Accordingly, prospective investors who invest in the Company will be entirely dependent on the judgment of management of the Company in connection with the use of proceeds related to the sale of the Notes. There can be no assurance that determinations ultimately made by management relating to the specific allocation of such proceeds will permit the Company to achieve its business objectives.

**Ownership of the Securities involves substantial risk, and you may lose your entire investment.**

The purchase of the Securities is a high-risk investment. Potential investors must be willing to risk the entire loss of their capital. No assurance or guaranty can be given as to the actual amount of financial return, if any, which may result from an investment in the Securities. **Any investment in the Securities should be considered a high-risk investment and any such investment should be restricted to an investor's risk capital only. YOU COULD LOSE YOUR ENTIRE INVESTMENT.**

**The Offering has not been registered under applicable securities laws and you will not be able to transfer the Securities easily, if at all**

The Offering has not been registered under the Securities Act of 1933 or the securities laws of any state. Accordingly, the Securities cannot be sold or otherwise transferred unless such sale or transfer is subsequently registered under the Securities Act and applicable state securities laws, or unless exemptions from such registration are available. Consequently, you may not be able to transfer your Securities when you desire to do so, and for a value you deem to be sufficient.

**We may need to raise additional capital in the near future to fund our operations, and such capital may not be available to us in sufficient amounts or on acceptable terms.**

We may require additional sources of financing before we can generate revenues needed to sustain operations. In particular, management believes that our current cash is sufficient to continue operations of Allied Esports through September 2019, assuming the sale of Notes in the Offering in an aggregate amount of $10,000,000. Our operations, as currently conducted and anticipated to be conducted, generate costs related to the marketing and operation of the Allied Esports flagship Las Vegas Esports facility, the operation and maintenance of Allied Esport's mobile Esports trucks, and ongoing consulting, legal and accounting expenses.

On September 25, 2018, the Company, Allied Esports and Black Ridge entered into the Term Sheet. If the transactions contemplated by the Term Sheet are not ultimately consummated, we may be required to raise additional capital. Additional financing could be sought from a number of sources, including but not limited to additional sales of equity or debt securities, or loans from banks, other financial institutions or affiliates of the Company. We cannot be certain that any such financing will be available on terms favorable to us if at all. If additional funds are raised by the issuance of debt or other equity instruments, we may become subject to certain operational limitations, and such securities may have rights senior to the rights of our Noteholders and stockholders. If adequate funds are not available on acceptable terms, we may be unable to fund the current operations, expansion or growth of our business.

**There is no guarantee that we will consummate the SPAC Transaction contemplated by the Term Sheet.**

The consummation of the SPAC Transaction contemplated by the Term Sheet is subject to a number of terms and conditions, some of which are beyond our control. A potential acquisition by Black Ridge., a special purpose acquisition company, permits its shareholders to redeem their shares in advance of the transaction, and the terms of the Term Sheet requires, among other things, that Black Ridge has at least $80 million in cash or liquid securities remaining after such redemptions. Consequently, there is no guarantee that the SPAC Transaction will close, and the failure to do so would mean the Purchasers may have limited liquidity options and our business may suffer.

**EXHIBIT C**

**SECURED CONVERTIBLE PROMISSORY NOTES**

Exhibit 10.40

**SHARE PLEDGE SECURITY AGREEMENT**

THIS SHARE PLEDGE SECURITY AGREEMENT ("***Agreement***") is made as of October 11, 2018 by and among Ourgame International Holdings Limited, a Cayman Islands corporation ("***Debtor***"), Noble Link Global Limited, a British Virgin Islands company (the "***Company***"), the persons respectively set forth on ***Exhibit A*** attached hereto (each a, "***Secured Party,***" and collectively, the "***Secured Parties***"), and the Subsidiaries (as defined herein).

**RECITALS**

WHEREAS, Debtor is issuing certain Secured Convertible Promissory Notes as set forth on ***Exhibit A*** (the "***Notes***") to the Secured Parties in connection with the offering of up to $10,000,000 (the "***Offering Amount***") in Notes being conducted by Debtor on the date hereof (the "***Offering***");

WHEREAS, Debtor is the direct owner of all of the outstanding shares of the capital stock of the Company, which in turn directly or indirectly owns all of the outstanding shares of the capital stock of all of the Subsidiaries. All of the outstanding shares of the capital stock of the Company and all of the outstanding shares of the capital stock of all of the Subsidiaries are referred to herein, collectively, as the "***Pledged Shares***"; and

WHEREAS, as a condition to each Secured Party's participation in the Offering, Debtor promised to grant to such Secured Party a security interest in the Pledged Shares to secure Debtor's timely payment and performance of all obligations of Debtor set forth in the Note issued to such Secured Party, this Agreement and the Security Agreement (the "***Security Agreement***") dated as of the date hereof by and among Allied Esports International Holdings Limited, the Purchasers and the other parties named therein (collectively, the "***Secured Obligations***"), upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises stated in the Recitals which are hereby incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**AGREEMENT**

1. Security Interest. Debtor, the Company and all of the Subsidiaries (all such parties are referred to herein, collectively, as the "***Pledgor***") hereby grants to each Secured Party a security interest in the Pledged Shares to secure Debtor's timely payment and performance of the Secured Obligations. For purposes of this Agreement, "***Pledged Shares***" shall include:

a) all securities described as Pledged Shares in the second Whereas clause above;

b) all securities owned directly or indirectly by Debtor that are issued in the future by the Company or any of the Subsidiaries, or any successor entity to, or purchaser or assignee of the assets of, the Company and/or any Subsidiary;

c) all securities of any new entity created after the date hereof (including pursuant to the SPAC Transaction, as defined in the Notes) that owns or operates any part of the business operated as of the date hereof by the Company and the Subsidiaries, which business is commonly known as the "World Poker Tour";

d) all rights embodied in or arising out of the status as the holder of each of the securities described in clauses (a)-(c) as an equity owner of the applicable issuer of such securities (each issuer, a "***Pledged Issuer***"), including, without limitation: (i) all economic rights, including without limitation, all rights to share in the profits and losses of the Pledged Issuer and all rights to receive distributions of the assets of the Pledged Issuer; and (ii) all governance rights, including without limitation, all rights to vote, consent to action and otherwise participate in the management of the Pledged Issuer and to obtain information concerning the business and affairs of the Pledged Issuer; and

e) the proceeds of each of the foregoing, including (i) all rights to payment, including returned premiums, with respect to any insurance relating to any of the foregoing, (ii) all rights to payment with respect to any claim or cause of action affecting or relating to any of the foregoing, and (iii) all security rights, rights to subscribe or contribute, stock splits, liquidating distributions, cash distributions, distributions paid in capital stock of the Pledged Issuers or other property of any kind which any Pledgor is or may hereafter be entitled to receive on account of any of the foregoing, including, without limitation, such distributions upon the sale, liquidation or dissolution of any Pledged Issuer or Pledged Shares.

2. Representations, Warranties and Covenants. Each Pledgor jointly and severally hereby represents, warrants and covenants to each Secured Party as follows:

a) Pledgor shall furnish to Secured Party, in form and at intervals as Secured Party may request, any information Secured Party may reasonably request regarding the Pledged Shares.

b) Pledgor is the sole and lawful owner of the Pledged Shares and has the right and authority to grant the security interest in the Pledged Shares to Secured Parties, and (i) none of the Pledged Shares are subject to any security interest, lien, claim, option or other encumbrance other than that in favor of the Secured Parties; (ii) no person, other than the Secured Parties, has possession or control (as defined in the California Uniform Commercial Code) of any Pledged Shares of such nature that perfection of a security interest may be accomplished by control; and (iii) each Pledgor acquired its rights in the Pledged Shares in the ordinary course of business.

c) All of the Pledged Shares have been duly and validly issued by the applicable Pledged Issuer. There are no restrictions on the transfer of any of the Pledged Shares (other than as a result of this Agreement or applicable law, including any securities laws and regulations promulgated thereunder). Schedule 3(c) sets forth the organizational structure of the Pledgor as of the date hereof.

d) No authorization or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other person is required either (i) for the grant by Pledgor of the liens granted hereby or for the execution, delivery or performance of this Agreement by the Pledgor; (ii) for the perfection of or exercise by the Secured Parties of their rights and remedies hereunder except as may be required in connection with a disposition of the Pledged Shares by laws affecting the offering and sale of securities generally; or (iii) for the exercise by the Secured Parties of the voting or other rights provided for in this Agreement or the remedies in respect of the Pledged Shares pursuant to this Agreement except as may be required in connection with a disposition of the Pledged Shares by laws affecting the offering and sale of securities generally.

e) Pledgor shall keep the Pledged Shares free at all times from all claims, liens, security interests, options and encumbrances other than those in favor of Secured Parties and shall cause the Company and all of the Subsidiaries and other Pledged Issuers to operate their businesses in the ordinary course of business, in accordance with past practices and to manage, protect, preserve and continue the operation of their businesses, including, without limitation that the Pledgor shall not seller, assign, transfer, encumber or license any World Poker Tour/WPT trademarks or other intellectual property to any third party (except pursuant to a Curing Transaction).

f) Other than pursuant to the transactions contemplated by that certain Term Sheet dated September 25, 2018, as amended or supplemented from time to time, among Debtor, Grantor and Black Ridge Acquisition Corp, Pledgor will not, without the prior written consent of all Secured Parties, (i) sell, transfer or encumber, or permit to be sold, transferred or encumbered, any or all of the Pledged Shares; (ii) engage in any transaction involving the merger, sale or consolidation of Pledgor or any Pledged Issuer; (iii) directly or indirectly issue additional shares of common stock, options, warrants or other securities in the Company or any Subsidiary or any other Pledged Issuer (other than to Pledgor, in which case all such securities shall be Pledged Shares hereunder), or (iv) amend the organizational documents of the Pledged Issuers or otherwise diminish or impair any of its rights in, to or under any such Pledged Shares. If Pledgor shall directly or indirectly reclassify, readjust, or otherwise change the capital structure of any of the Company or any Subsidiary or create any new Pledged Issuer, Pledgor shall give prompt notice to the Secured Parties explaining such change and shall cause any newly created Pledged Issuer to become party to this Agreement as a Pledgor.

g) Pledgor authorizes each Secured Party to do all acts and to execute or cause to be executed all writings requested or required to establish, maintain and continue an exclusive and perfected security interest of Secured Parties in the Pledged Shares.

h) Pledgor shall at all times maintain the security interest created by this Agreement as a first priority perfected security interest and shall defend such security interest against the claims and demands of all persons whomsoever, other than the Secured Parties pursuant to this Agreement. Pledgor shall take all steps reasonably necessary to protect, preserve and maintain all of their rights in the Pledged Shares.

i) Pledgor shall promptly notify the Secured Parties of (i) any lien on any of the Pledged Shares which would materially and adversely affect the ability of the Secured Parties to exercise any of their remedies for the benefit of the Secured Parties hereunder and (ii) the occurrence of any other event which could reasonably be expected to materially and adversely impair the security interests created hereby.

j) To the Pledgor' knowledge, there is no adverse claim (as defined in Division 8 of the Uniform Commercial Code) with respect to the Pledged Shares.

k) Pledgor at all times shall be in compliance with all applicable laws, including, without limitation, any laws, ordinances, directives, orders, statutes, or regulations, relating to the Pledged Shares.

l) The Secured Parties' abilities to exercise any or all of the remedies set forth herein in the Event of Default (as defined in Section 4) and after the Sale Period (as defined in Section 5(a)), including, but not limited to, the Secured Parties' abilities to control, vote and/or sell or transfer the Pledged Shares shall not be restricted in any way by any agreement between Pledgor and any affiliate or third party. The Secured Parties' control over the Pledged Shares in the Event of Default and after the Sale Period shall confer Secured Parties with unfettered control over the Pledged Issuers, the operation of their businesses and the disposition of their respective assets.

m) Secured Party may assign any of its interests in the Pledged Shares, who then shall have with respect to the Pledged Shares all the rights and powers of Secured Party under this Agreement. Pledgor will pay, when due, all taxes and other governmental charges levied or assessed upon or against any Pledged Shares.

n) Upon request of Secured Parties, Pledgor shall provide (i) their financial statements and other books and records with respect to Pledgor and the Pledged Shares and (ii) true, complete and correct copies of the Certificate of Incorporation, bylaws and any other governing document of each Pledgor and Pledged Issuer.

3. Rights of Secured Parties. Pledgor agrees that the Secured Parties (subject toSection 5 below) may, at any time, after the occurrence of an Event of Default (as defined below) take the following actions (i) notify the Pledgor to make payment to the Secured Parties of any amounts due or distributable with respect to the Pledged Shares; (ii) in either any Pledgor's name or any Secured Party's name enforce collection of any Pledged Shares by suit or otherwise, or surrender, release or exchange all or any part of it, or compromise, extend or renew for any period any obligation evidenced by the Pledged Shares; (iii) receive all proceeds of the Pledged Shares; and (iv) hold any increase or profits received from the Pledged Shares as additional security for the Secured Obligations, except that any money received shall, at the Secured Parties' option, be applied in reduction of the Secured Obligations, in such order of application as the Secured Parties may determine, or be remitted to Debtor. Prior to an Event of Default, Secured Party shall have no financial or governance rights with respect to the Pledged Shares, including, without limitation, to (a) the exercise of any voting rights with respect to the Pledged Shares, specifically including but not limited to the execution and delivery of written consents, proxies or ballots or the exercise of any other rights of a holder of the Pledged Shares; or (b) receiving any economic benefits or proceeds from the Pledged Shares. Pledgor understands that the Secured Parties may exercise their rights as set forth above directly against the wholly-owned subsidiaries of the Company, which include: Peerless Media Limited, a Gibraltar company, WPT Distribution Worldwide Limited, a Gibraltar company, WPT Studios Worldwide Limited, a Gibraltar company, Club Services, Inc., a Nevada corporation, WPT Enterprises, Inc., a Nevada corporation, WPT Distribution USA, Inc., a Nevada corporation, and WPT Studios USA, Inc., a Nevada corporation (collectively, the "***Subsidiaries***"). Any economic benefit derived by the Secured Parties from exercising above rights against the Company or any of the Subsidiaries will be treated as payment towards the Secured Obligations.

4. Events of Default. Each of the following shall be an "***Event of Default***": (i) failure of Debtor at any time to pay in full and as and when due any of the Secured Obligations, to perform any of the warranties, covenants or provisions contained or referred to in this Agreement or in any other agreement, document or other instrument evidencing any of the Secured Obligations, in each case within 30 days after written notice of such failure is delivered to Debtor by Secured Parties; (ii) any other Event of Default under any of the Notes and (iii) any other breach by any Pledgor of any representation, warranty or covenant under this Agreement, or any of the Notes, the Convertible Note Purchase Agreement of even date herewith among Debtor and the Secured Parties or the Security Agreement of even date herewith by and among Allied Esports International Holdings Limited, Allied Esports International, Inc. and the Secured Parties (the "***Security Agreement***").

5. Remedies Upon Event of Default. Upon the occurrence of an Event of Default, the Secured Parties must first use reasonable efforts to exercise all available self-help remedies available under the California UCC against the Collateral described in the Security Agreement (and, for clarity, in no event shall the Secured Parties be required to engage in or defend any litigation proceeding in so doing) (collectively, the "***Remedial Actions***") before they can pursue any remedies set forth below.

a) If, after the Remedial Actions have taken place and an Event of Default is still in effect (a "***Continuing*** Defect"), the Secured Parties will notify the Debtor in writing that such Event of Default is still in effect, and will detail how much of the Secured Obligations have been repaid (if any) pursuant to such Remedial Actions (a "***Continuing Defect Notice***"). From the period beginning on the date of such Continuing Defect Notice and continuing for twelve (12) months thereafter (the "***Sale Period***"), the Company will use commercially reasonable efforts to enter into a sale of its equity or some other transaction (a "***Curing Transaction***") in order to raise sufficient funds to cure the Continuing Defect and satisfy all remaining Secured Obligations, including the Company's (and/or the Subsidiaries') possible buy-out of each Secured Party's security interest in the Pledged Shares. During such Sale Period, interest will accrue at the Default Interest Rate (as defined in the Note). The proceeds from any Curing Transaction will be directed to a custodial account of the Secured Parties' choosing so as to direct payment of any such proceeds towards payment of any Continuing Defect before any payment is made to the Company or its equity or other debt holders. Upon the occurrence of an Event of Default, each of the Pledgor shall operate their businesses in the ordinary course of business and manage, protect, preserve and continue the operation of their businesses.

b) For clarity, prior to the end of the Sale Period (as defined below), no Secured Party shall have financial or governance rights with respect to the Pledged Shares, including, without limitation, to (a) the exercise of any voting rights with respect to the Pledged Shares, specifically including but not limited to the execution and delivery of written consents, proxies or ballots or the exercise of any other rights of a holder of the Pledged Shares; or (b) receiving any economic benefits or proceeds from the Pledged Shares. However, during the Sale Period, the Company will keep the Secured Parties reasonably and regularly informed regarding the Company's activities and efforts to complete a Curing Transaction.

c) If the Company cannot enter into a Curing Transaction on or before the last day of the Sale Period, the Secured Parties may (but shall have no obligation to) exercise any one or more of the following rights or remedies; provided, however that the Secured Parties shall keep the Company reasonably and regularly informed of Secured Parties' activities hereunder:

i. exercise all voting and other rights as holders of the Pledged Shares;

ii. exercise and enforce any or all rights and remedies available upon default to a secured party under the Uniform Commercial Code as in effect from time to time in the State of California (or similar applicable laws of any jurisdiction of organization of any Pledged Issuer), including the right of the Secured Parties to take control of the business and operations of the Pledged Issuers, to cause the Pledged Issuers to make distributions of cash or property to Secured Parties (which shall be used solely to satisfy the Secured Obligations) and/or to cause a sale of all or some of the equity or assets of the Company or any of the Subsidiaries or other Pledged Issuers, to third-party purchasers; and if notice to Debtor of any intended disposition of the Pledged Shares or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given at least 10 calendar days prior to the date of intended disposition or other action;

iii. exercise or enforce any or all other rights or remedies available to the Secured Parties by law or agreement against the Pledged Shares, against Pledgor or against any other person or property, including all remedies described in Section 4 above;

iv. at any time or from time to time, to sell, assign and deliver, or grant options to purchase, all or any part of the Pledged Shares, or any interest therein, at any public or private sale. The Secured Parties shall not be liable for failure to collect or realize upon any or all of the Pledged Shares or for any delay in so doing nor shall the Secured Parties be under any obligation to take any action whatsoever with regard thereto;

v. to buy the Pledged Shares in the Secured Parties' own name(s) or in the name of a designee or nominee pursuant to any public or private sale permitted by the UCC or other applicable law. The Secured Parties shall have the right to execute any document or form, in its name or in the name of any Pledgor, that may be necessary or desirable in connection with such sale of the Pledged Shares;

vi. to sell all or any part of the Pledged Shares by a private placement, restricting bidders and prospective purchasers to those who will represent and agree that they are purchasing for investment only and not for distribution. and otherwise in compliance with all applicable federal and state securities laws; and

vii. to make loans to any Pledged Issuer as the Secured Parties reasonably determine is necessary to maintain the business operations of the Pledged Issuers in the ordinary course (as such business was operated during the preceding 12 months), which loans shall bear interest at the Default Rate until repaid to Secured Parties.

d) Collection Expenses. Upon the occurrence of an Event of Default, Pledgor shall pay the Secured Parties' reasonable out of pocket expenses to enforce their remedies under this Agreement and any unpaid amounts shall be included in the Secured Obligations. Each Secured Party acknowledges and agrees that all reasonable expenses incurred by any Secured Party in exercising any Remedial Action will be paid in first priority from any proceeds received by the Secured Parties in connection with any Remedial Action, and thereafter any remaining proceeds shall be divided amongst all Secured Parties pro rata based on the outstanding principal and interest owing on each Note issued to the Secured Parties as of the date of receipt of such proceeds. All proceeds from the sale, collection or other disposition of the Pledged Shares in connection with any enforcement shall be distributed on a *pari passu* basis based on the Secured Parties' pro rata interest of the aggregate outstanding principal amount and interest owing under the Notes.

6. Authority to Execute. Each party executing this Agreement represents that it is authorized to execute this Agreement, this Agreement is a valid and binding obligation of such Party and the execution of this Agreement does not conflict with or cause an event of default under any agreement or obligation to which such Party is bound. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on his or her own behalf, represents that he or she is authorized to execute this Agreement on behalf of said entity.

7. General Provisions.

a) Except as provided in paragraph (b) below, this Agreement can be waived, modified, amended, terminated or discharged, only explicitly in a writing signed by each Secured Party and Debtor. A waiver signed by a Secured Party, and a consent provided by a Secured Party pursuant to this Agreement, shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any Secured Party's rights or remedies. Any amendment that the Debtor agrees to with any one Secured Party must be presented to each other Secured Party as soon as is practicable thereafter so that such other Secured Party may elect, in each such Secured Party's sole discretion, to enter into the same amendment with the Debtor.

b) At any time after the date of this Agreement, and so long as the total amount loaned by the Secured Parties under the Notes and secured by Debtor does not exceed the Offering Amount, then one or more additional persons or entities may become a Secured Party under this Agreement by executing and delivering to Debtor a counterpart of this Agreement. Immediately upon such execution and delivery in conjunction with the delivery of proceeds of such Secured Party's Note (and without any further action), each such additional person or entity will become a party to, and will be entitled to the rights and benefits of, this Agreement as a Secured Party hereunder. Upon such event, and notwithstanding paragraph (a) above, ***Exhibit A*** to this Agreement shall be amended by Debtor without approval of Secured Party to reflect the new Secured Party's Note.

c) All rights and remedies of the Secured Parties shall be cumulative and may be exercised singularly or concurrently, at the Secured Parties' option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other right or remedy.

d) All notices to be given by and among the parties hereto shall be deemed sufficiently given at the time of receipt after deposit in the United States mails, registered or certified, postage prepaid, or when personally delivered.

e) DAMAGES WAIVER. THE SECURED PARTIES DO NOT HAVE ANY FIDUCIARY RELATIONSHIP WITH, OR FIDUCIARY DUTY TO, THE PLEDGOR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE NOTES AND THE RELATIONSHIP BETWEEN THE SECURED PARTIES AND THE PLEDGOR, ON THE OTHER, IN CONNECTION HEREWITH AND THEREWITH IS SOLELY THAT OF CREDITOR AND DEBTOR. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PLEDGOR SHALL NOT ASSERT, AND THE PLEDGOR HEREBY WAIVE, ANY CLAIMS AGAINST THE SECURED PARTIES ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT, THE NOTES, ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

f) This Agreement shall be binding upon and inure to the benefit of Pledgor, the Secured Parties and Secured Party and their respective heirs, representatives, successors and assigns. Pledgor shall not assign any of its duties herein without the prior written consent of each Secured Party. A Secured Party may assign its interests hereunder in connection with an assignment of its respective Note; provided that prior to such assignment, the transferee executes a joinder to this Agreement and agrees to be bound by the terms and conditions herein, in form and substance acceptable to Debtor and the remaining Secured Parties.

g) Except to the extent otherwise required by law, this Agreement shall be governed by the laws of the State of California without regard to its conflicts-of-law principles and, unless the context otherwise requires, all terms used herein which are defined in Articles 1 and 9 of the Uniform Commercial Code. The venue for any action hereunder shall be in the State of California, County of Orange, and the federal courts located in the Central District of the State of California, whether or not such venue is or subsequently becomes inconvenient, and the parties consent to the jurisdiction of such courts.

h) If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

i) This Agreement may be executed in two or more counterparts, all of which together shall be deemed one original. Signatures may be delivered by electronic transmission.

j) Each Pledgor shall cooperate with the Secured Parties and, at such Pledgor's sole cost and expense, duly and promptly execute and deliver any and all further instruments and documents and take such further action as Secured Parties may deem reasonably necessary to perfect and continue perfected the lien created by this Agreement, including, without limitation, the execution of the Control Agreement set forth in Schedule 7(j) hereto, any financing or continuation statements under the Uniform Commercial Code in effect from time to time. In addition, to the extent any of the Pledged Shares are certificated or in certificate form, Pledgor shall allow the Secured Parties to take possession or control (as defined in the California Uniform Commercial Code) of the certificates representing the Pledged Shares in order to perfect the security interest by control. The Secured Parties and their respective attorneys, advisors and agents, shall not incur any liability whatsoever for the holding or delivering documents or for taking any other action in accordance with the terms and provisions of this Agreement, for any mistake or error in judgment, for compliance with any applicable law or any attachment, order or other directive of any court or other authority (irrespective of any conflicting term or provision of this Agreement), unless occasioned by the exculpated person's own gross negligence or willful or wanton misconduct; and each other Secured Party hereby waives any and all claims and actions whatsoever against the Secured Parties and their respective officers, employees, attorneys and agents, arising out of or related directly or indirectly to any or all of the foregoing acts, omissions and circumstances. The security interest of the Secured Parties in the Pledged Shares shall be*pari passu* in all respects regardless of the time or order of attachment or perfection of such security interest, the time or order of filing of financing statements, obtaining control or any other circumstances whatsoever.

k) Secured Parties acknowledge that they have agreed to cooperate in exercising their rights hereunder as set forth in Section 4.1 of the Note Purchase Agreement.

***Signature Page Follows***

In Witness Whereof, the parties have executed this Agreement as of the date first written above.

**DEBTOR:**

OURGAME INTERNATIONAL HOLDINGS LIMITED

By: _____
Name:
Its:

**COMPANY**:

NOBLE LINK GLOBAL LIMITED

By: _____
Name:
Its:

**SUBSIDIARIES:**

PEERLESS MEDIA LIMITED

By: _____
Name:
Its:

WPT DISTRIBUTION WORLDWIDE LIMITED

By: _____
Name:
Its:

WPT STUDIOS WORLDWIDE LIMITED

By: _____
Name:
Its:

CLUB SERVICES, INC.

By: _____
Name:
Its:

WPT ENTERPRISES, INC.

By: _____
Name:
Its:

WPT DISTRIBUTION USA, INC.

By: _____
Name:
Its:

WPT STUDIOS USA, INC.

By: _____
Name:
Its:

Signature page for that certain Share Pledge Security Agreement dated as of October 11, 2018 by and among Ourgame International Holdings Limited, Noble Link Global Limited, Secured Parties (as defined therein), and the Subsidiaries (as defined therein) (the "***Agreement***"). The undersigned hereby executes a counterpart thereof for purposes of becoming a "Secured Party" under the Agreement.

Dated: _____, 2018

**[INSERT SECURED PARTY NAME]**

By: _____
Name: _____
Title: _____

**SCHEDULE 3(c)**
**ORGANIZATIONAL CHART**

**SCHEDULE 7(j)**

**POWER OF ATTORNEY AND CONTROL AGREEMENT**

Each of the undersigned (the "***Pledged Issuers***" or "***Pledgors***") hereby acknowledges and approves and consents to the terms of that certain Share Pledge and Security Agreement (as amended, restated, or modified from time to time, the "***Agreement***"), dated as of October 11, 2018 by and among Ourgame International Holdings Limited, a Cayman Islands corporation ("***Debtor***"), Noble Link Global Limited, a British Virgin Islands company (the "***Company***"), the persons respectively set forth on Exhibit A attached thereto (each a, "***Secured Party***," and collectively, the "***Secured Parties***"), and the Subsidiaries (as defined herein) and other Pledged Issuers (as defined therein).

Each Pledgor hereby irrevocably appoints the Secured Parties as its attorneys-in-fact, coupled with an interest, at any time after the occurrence of an Event of Default and the end of the Sale Period (a) to arrange for the registration of the Pledged Shares on the books of the applicable Pledgor in the name of the Secured Parties or in the name of the Secured Parties' nominee in connection with the proper exercise of the Secured Parties' remedies as a secured party under the Uniform Commercial Code, and (b) to receive, endorse and collect all instruments made payable to Pledgor of any distribution or other payment on account of the Pledged Shares, or any part thereof, and to give full discharge for the same and to execute and file governmental notifications and reporting forms. Each Pledgor grants to the Secured Parties a power of attorney coupled with an interest to, following the occurrence of an Event of Default and the end of the Sale Period, execute all agreements, forms, applications, documents and instruments and to take all actions and do all things as could be executed, taken or done by the Pledgor in connection with the protection and preservation of the Pledged Shares or otherwise exercise their rights and remedies under this Agreement. This power of attorney is irrevocable and authorizes the Secured Parties to act for each Pledgor in connection with the matters described herein without notice to or demand upon the Pledgor except as otherwise provided herein. The Secured Parties shall provide a copy of any such document to Pledgor within 10 days of the date upon which such document was executed, but the Secured Parties' failure to do so shall not constitute a breach hereof unless the Secured Parties fail to provide a copy within 10 days after the Secured Parties' receipt of any request therefor.

If any Pledgor fails to execute or deliver any instruments or documents, or to perform any actions required under Section 7(j) of the Agreement, then each Pledgor authorizes the Secured Parties to execute and deliver the same and perform such acts in the name of Pledgor and on its behalf as its attorneys-in-fact in accordance herewith: (1) without any prior notice to the Pledgor if the Secured Parties determine that such instruments and/or documents or such acts are required to perfect or continue the perfection of the Secured Parties' security interest granted hereunder in the Pledged Shares; and (2) with 10 days prior notice to the Pledgor to execute or deliver any such instruments and/or documents or to perform any such acts if the Secured Parties determine that such instruments and/or documents or such acts are not required to perfect or continue the perfection of the Secured Parties' security interest granted hereunder in the Pledged Shares.

Each Pledged Issuer agrees that from and after the end of the Sale Period it will comply with all orders from and all instructions originated by the Secured Parties with respect to and directing transfers of all or any part of the Pledged Shares (as defined in the Agreement), including instructions that the transfer of the Pledged Shares (as defined in the Agreement) be registered or that the Pledged Shares be redeemed, whether by sale or otherwise, all without further consent from the Debtor or any Pledgor, and will not take any action contrary to, the terms of the Agreement.

Each Pledged Issuer acknowledges receipt of a copy of the Agreement and has registered the pledge of the Pledged Shares in the name of the Secured Parties.

The Pledged Issuer acknowledges that the Secured Parties are relying on the Agreement and the Pledged Issuer's agreement herein. The Pledged Issuer agrees that any offset or claim it may now or hereafter have against the Pledgor (or against the Pledgor' interests, claims or rights) shall be subordinate to the claims, rights and interests of the Secured Parties under the Agreement.

The signatory below hereby represents and warrants to the Secured Parties that it is duly authorized to execute and deliver this Control Agreement to the Secured Parties and thereby bind the Pledged Issuer as set forth herein and in the Agreement.

[BALANCE OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the undersigned Pledged Issuers have executed and delivered this Power of Attorney and Control Agreement by and through its duly authorized representative as of October 11, 2018.

OURGAME INTERNATIONAL HOLDINGS LIMITED

By: _____
Name:
Its:

NOBLE LINK GLOBAL LIMITED

By: _____
Name:
Its:

PEERLESS MEDIA LIMITED

By: _____
Name:
Its:

WPT DISTRIBUTION WORLDWIDE LIMITED

By: _____
Name:
Its:

WPT STUDIOS WORLDWIDE LIMITED

By: _____
Name:
Its:

CLUB SERVICES, INC.

By: _____
Name:
Its:

WPT ENTERPRISES, INC.

By: _____
Name:
Its:

WPT DISTRIBUTION USA, INC.

By: _____
Name:
Its:

WPT STUDIOS USA, INC.

By: _____
Name:
Its:

**EXHIBIT A**
**SECURED CONVERTIBLE PROMISSORY NOTES**

Exhibit 10.41

**SECURITY AGREEMENT**

This Security Agreement ("***Agreement***") is made as of October 11, 2018 by and among Ourgame International Holdings Limited, a Cayman Islands corporation ("***Debtor***"), Allied Esports International Holdings Limited, a private limited company incorporated in Ireland ("***Grantor***"), Allied Esports International, Inc., a Nevada corporation ("***Allied Esports Nevada***"), and the persons respectively set forth on ***Exhibit A*** attached hereto (each, a "***Secured Party***," and collectively, the "***Secured Parties***"). Any references to "***Esports Grantor(s)***" in this Agreement shall refer to Debtor, Grantor and Allied Esports Nevada together, and each of them.

**RECITALS**

WHEREAS, Ourgame International Holdings Limited, a Cayman Islands corporation ("***Debtor***") is issuing certain secured Convertible Promissory Notes as set forth on ***Exhibit A*** (the "***Notes***") to the Secured Parties in connection with the offering of up to $10,000,000 (the "***Offering Amount***") in Notes being conducted by Debtor on the date hereof (the "***Offering***") pursuant to that certain Convertible Note Purchase Agreement of even date herewith (the "***Note Purchase Agreement***") among Debtor and the Secured Parties;

WHEREAS, Grantor and Allied Esports Nevada are indirect subsidiaries of Debtor and will receive substantial benefit from the Offering;

WHEREAS, as a condition to each Secured Party's participation in the Offering, Esports Grantor promised to grant to such Secured Party a security interest in certain of the assets of Esports Grantor to secure Debtor's timely payment and performance of all obligations of Debtor set forth in the Note issued to such Secured Party, this Agreement and the Share Pledge Agreement (the "***Secured Obligations***"), upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises stated in the Recitals which are hereby incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**AGREEMENT**

1. Security Interest and Collateral. Esports Grantor hereby grants to each Secured Party a security interest (the "***Security Interest***") in the following property (collectively, the "***Collateral***"):

> Any and all furniture, fixtures, machinery, equipment, inventory, real property, cash, deposits (of every kind), receivables, accounts, securities, vehicles, prepaid insurance, supplies, patents, patent rights, copyrights, trademarks, trade names, royalty rights, franchise rights, chattel paper, license rights, documents, instruments, intellectual property, commercial tort claims, general intangibles and any and all other goods, now owned or hereafter acquired by Esports Grantors or any of the subsidiaries of Grantor or Allied Esports Nevada and wherever located, together with all substitutions and replacements for and products and proceeds of any of the foregoing property and, in the case of all tangible Collateral, together with (a) all accessories, attachments, parts, equipment, accessions and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (b) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such Collateral. For clarity, "Collateral" shall not include either (a) any of the Pledged Shares (as defined in the Share Pledge Agreement) or (b) any assets of the Pledged Issuers (as defined in the Share Pledge Agreement).

For purposes of this Agreement, "***Secondary Collateral***" means (i) all goods, inventory, equipment, fixtures, furniture, use permits, liquor licenses, improvements and other personal property of Grantor, presently, or which may hereafter be, situated in or on the Premises (as such term is defined in that certain Lease Agreement by and between Grantor and Ramparts, Inc. dated as of March 23, 2017) (the "***Lease Agreement***"), (ii) all tangible personal property of Grantor which is now or may hereafter serve and be located in the Premises, and (iii) all proceeds therefrom. Notwithstanding the foregoing, the following shall be excluded from the Secondary Collateral (but included in the Primary Collateral): any name, copyright, trademark or other intellectual property of Grantor and equipment such as copiers, computers and point-of-sale systems with a value of not more than $10,000 that are customarily leased or financed). "***Primary Collateral***" means all Collateral that is not Secondary Collateral.

2. Representations, Warranties and Covenants. Esports Grantors hereby jointly and severally represent, warrant and covenant to each Secured Party as follows:

(a) The Collateral will be used primarily for business purposes. The principal executive office of Debtor, Grantor and Allied Esports Nevada are located at Tower B Fairmont, No. 1 Building, 17th Floor, 33# Community, Guangshun North Street, Chaoyang District, Beijing, 100102, China , 70 Sir John Rogerson's Quay, Dublin 2, Ireland and 450 Fremont Street, Las Vegas, Nevada, 89101, USA, respectively.

(b) Esports Grantor has all necessary power and authority to enter into this Agreement and grant the Security Interests contemplated hereby of behalf of itself and its subsidiaries; Esports Grantor (or a subsidiary it controls) is the sole owner of and will have good and marketable title to the Collateral (other than sales of Collateral in the ordinary course of its business) and, except for the Rampart Lien (defined below), no person other than the Secured Parties will have any right, title, claim or interest (by way of security interest, mortgage, pledge, lien, charge or other encumbrance in), against or to the Collateral;

(c) Esports Grantor agrees to do all reasonable acts (including execution of such other documents as a Secured Party may reasonably request) that may be reasonably necessary to maintain, preserve, protect and defend the Collateral, including Esports Grantor's title thereto, and the Security Interest therein, including, without limitation, to execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings that a Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and such Secured Party's rights under this Agreement (the costs of which shall be paid by Grantor);

(d) Esports Grantor hereby consents to the filing of any Uniform Commercial Code Financing Statements or foreign equivalent from time to time that a Secured Party deems necessary to perfect the Security Interest, the costs of which shall be paid by Esports Grantor;

(e) Esports Grantor shall not, without the prior written consent of each Secured Party, pledge, mortgage, encumber, or otherwise permit the Collateral to be subject to any lien, security, or charge other than the Security Interest (except that each Secured Party acknowledges and agrees that its security interest in the Secondary Collateral is a second-lien security interest subordinate to the security interest of Ramparts, Inc. in connection with the Lease Agreement (the "Rampart Lien");

(f) Esports Grantor shall not, without the prior written consent of each Secured Party, remove the Collateral or any records concerning the Collateral from its chief executive office, in each case except in the ordinary course of business;

(g) Esports Grantor shall not change its legal name, location, mailing address, type of organization, jurisdiction of organization, or chief executive office prior to giving at least 10 business days' written notice to each Secured Party;

(h) All rights to payment and all instruments, documents, chattel papers and other agreements constituting or evidencing Collateral are (or will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, set-off or counterclaim (other than those arising in the ordinary course of business) of each account debtor or other obligor named therein or in Esports Grantor's records pertaining thereto as being obligated to pay such obligation;

(i) Esports Grantor directly holds and has good right, title and interest to substantially all of the business and assets of the esports business of Debtor and its affiliates;

(j) Except in the ordinary course of business, Esports Grantor shall not transfer, sell, assign, dispose any of the Collateral, or engage in any transaction involving the merger, sale or consolidation of Esports Grantor other than pursuant to the transactions contemplated by that certain Term Sheet dated September 25, 2018, as amended or supplemented from time to time, among Debtor, Grantor and Black Ridge Acquisition Corp; and

(k) Esports Grantor shall provide its financial statements and its other books and records with respect to Esports Grantor and the Collateral as a Secured Party may reasonably request in writing from time to time.

3. Remedies.

(a) As used herein, the term "***Event of Default***" shall mean the occurrence of any of the following:

(1) Failure of Debtor at any time to pay in full and as and when due any of the Secured Obligations or to perform any of the warranties, covenants or provisions contained or referred to in this Agreement or in any other agreement, document or other instrument evidencing any of the Secured Obligations, in each case within 30 days after written notice of such failure is delivered to Debtor and Grantor by a Secured Party;

(2) Failure of Debtor, Grantor or Allied Esports Nevada at any time to perform any of the warranties, covenants or provisions contained or referred to in this Agreement, the Notes, the Note Purchase Agreement or the Share Pledge Security Agreement, of even date herewith, by and among Debtor, Secured Parties and the other parties named therein (the "***Share Pledge Agreement***"), provided, however, to the extent such failure to perform is capable of being cured, such failure is not cured within 30 days after written notice of such failure is delivered to Grantor by a Secured Party;

(3) Any other Event of Default under any of the Notes; or

(4) Esports Grantor's subjecting the Collateral to execution or other judicial process, or the loss, theft, substantial damage, destruction or transfer (other than in the ordinary course of Esports Grantor's business) of any of the Collateral.

(b) Upon the occurrence of an Event of Default, each Secured Party, subject to Section 4 below:

(1) Shall have and may exercise all rights and remedies accorded to secured parties upon a debtor's default under the Uniform Commercial Code, as adopted in the State of California and/or foreign equivalent or other applicable law with respect to the Primary Collateral;

(2) May declare payment of all of the Secured Obligations, in whole or in part, immediately due and payable without demand or notice; and

(3) May require Esports Grantor to take any and all action necessary to make the Primary Collateral available to such Secured Party.

(c) In the event that a deficiency with respect to the Secured Obligations exists after Secured Parties have used reasonable efforts to exercise all available self-help remedies available under the California UCC against the Primary Collateral (and, for clarity, in no event shall the Secured Parties be required to engage in or defend any litigation proceeding in so doing), each Secured Party, subject to Section 4 below:

(1) Shall have and may exercise all rights and remedies accorded to Secured Parties upon a debtor's default under the Uniform Commercial Code, as adopted in the State of California and/or foreign equivalent or other applicable law with respect to the Secondary Collateral; and

(2) may require Esports Grantor to take any and all action necessary to make the Secondary Collateral available to such Secured Party.

(d) Any deficiency with respect to the Secured Obligations that exists after the Secured Parties have used reasonable efforts to exercise all available self-help remedies available under the California UCC against the Primary Collateral and Secondary Collateral as described in Section 3(b) and (c) above shall be a continuing liability of Debtor and Esports Grantor to such Secured Party and Secured Party can then pursue its rights with respect to any such continuing liability pursuant to that certain Share Pledge Security Agreement by and among Ourgame International Holdings Limited, the Secured Parties, and other parties thereto.

(e) Upon the occurrence of an Event of Default, Esports Grantor shall pay the Secured Parties' reasonable out of pocket expenses to enforce their remedies under this Agreement. Each Secured Party acknowledges and agrees that all reasonable expenses incurred by any Secured Party to enforce its remedies under this Agreement will be paid in first priority from any proceeds received by any Secured Party in connection with such enforcement (unless paid directly by Esports Grantor), and thereafter any remaining proceeds shall be divided amongst all Secured Parties pro rata based on the outstanding principal and interest owing on each Note issued to the Secured Parties as of the date of receipt of such proceeds. All proceeds from the sale, collection or other disposition of the Collateral in connection with any enforcement shall be distributed on a *pari passu* basis based on the Secured Parties' pro rata interest of the aggregate outstanding principal amount and interest owing under the Notes.

4. General Provisions.

(a) Except as provided in paragraph (b) below, this Agreement can be waived, modified, amended, terminated or discharged, only explicitly in a writing signed by each Secured Party and Esports Grantor. A waiver signed by a Secured Party, and a consent provided by a Secured Party pursuant to this Agreement, shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any Secured Party's rights or remedies. Any amendment that the Esports Grantor agrees to with any one Secured Party must be presented to each other Secured Party as soon as is practicable thereafter so that such other Secured Party may elect, in each such Secured Party's sole discretion, to enter into the same amendment with the Esports Grantor.

(b) At any time after the date of this Agreement, and so long as the total amount loaned by the Secured Parties under the Notes and secured by Esports Grantor does not exceed the Offering Amount, at any time after the date of this Agreement, one or more additional persons or entities may become a Secured Party under this Agreement by executing and delivering to Esports Grantor a counterpart of this Agreement. Immediately upon such execution and delivery in conjunction with the delivery of proceeds of such Secured Party's Note (and without any further action), each such additional person or entity will become a party to, and will be entitled to the rights and benefits of, this Agreement as a Secured Party hereunder. Upon such event, and notwithstanding paragraph (a) above, ***Exhibit A*** to this Agreement may be amended by Esports Grantor without the approval of any other Secured Party to reflect the new Secured Party's Note.

(c) All rights and remedies of the Secured Parties shall be cumulative and, except as expressly set forth herein, may be exercised singularly or concurrently, at the Secured Parties' option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other right or remedy.

(d) All notices to be given to Esports Grantor shall be deemed sufficiently given at the time of receipt after deposit in the United States mails, registered or certified, postage prepaid, or when personally delivered to Esports Grantor at its address set forth in Section 2(a) above.

(a) DAMAGES WAIVER. THE SECURED PARTIES DO NOT HAVE ANY FIDUCIARY RELATIONSHIP WITH, OR FIDUCIARY DUTY TO, THE DEBTOR OR ESPORTS GRANTORS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE NOTES AND THE RELATIONSHIP BETWEEN THE SECURED PARTIES AND THE PLEDGORS, ON THE OTHER, IN CONNECTION HEREWITH AND THEREWITH IS SOLELY THAT OF CREDITOR AND DEBTOR. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER DEBTOR NOR ESPORTS GRANTORS SHALL ASSERT, AND THEY HEREBY WAIVE, ANY CLAIMS AGAINST THE SECURED PARTIES ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT, THE NOTES, ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(e) This Agreement shall be binding upon and inure to the benefit of Esports Grantor and the Secured Parties and their respective heirs, representatives, successors and assigns. Esports Grantor shall not assign any of its duties herein without the prior written consent of each Secured Party. A Secured Party may assign its interests hereunder in connection with an assignment of its respective Note; provided that prior to such assignment, the transferee executes a joinder to this Agreement and agrees to be bound by the terms and conditions herein, in form and substance acceptable to Esports Grantor and the remaining Secured Parties.

(f) Except to the extent otherwise required by law, this Agreement shall be governed by the laws of the State of California without regard to its conflicts-of-law principles and, unless the context otherwise requires, all terms used herein which are defined in Articles 1 and 9 of the Uniform Commercial Code. The venue for any action hereunder shall be in the State of California, County of Orange, and the federal courts located in the Central District of the State of California, whether or not such venue is or subsequently becomes inconvenient, and the parties consent to the jurisdiction of such courts.

(g) If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

(h) This Agreement may be executed in two or more counterparts, all of which together shall be deemed one original. Signatures may be delivered by electronic transmission.

(i) Esports Grantors hereby authorize each Secured Party to file a copy of this Agreement as a financing statement with government authorities to the extent necessary to perfect Secured Party's security interest in the Collateral. Esports Grantors hereby irrevocably authorize each Secured Party at any time and from time to time to file in any filing office in any jurisdiction, to the extent necessary to perfect Secured Party's security interest granted hereunder, any initial financing statements and amendments thereto that indicate the Collateral as all assets of Esports Grantors, whether now owned or hereafter acquired or arising, and all proceeds and products thereof and as being of an equal or lesser scope or with greater detail. The security interest of the Secured Parties in the Collateral shall be *pari passu* in all respects regardless of the time or order of attachment or perfection of such security interest, the time or order of filing of financing statements, or any other circumstances whatsoever.

(j) Secured Parties acknowledge that they have agreed to cooperate in exercising their rights hereunder as set forth in Section 4.1 of the Note Purchase Agreement.

*[signature page follows]*

In Witness Whereof, the parties have executed this Agreement as of the date first written above.

**DEBTOR:**

Ourgame International Holdings Limited

By: _____
Name:
Its:

**GRANTOR:**

ALLIED ESPORTS INTERNATIONAL HOLDINGS LIMITED

By: _____
Name:
Its:

**ALLIED ESPORTS NEVADA:**

ALLIED ESPORTS INTERNATIONAL, INC.

By: _____
Name:
Its:

Signature page for that certain Security Agreement dated as of October 11, 2018 by and among Allied Esports International Holdings Limited, Allied Esports International, Inc. and Secured Party (as defined therein) (the "***Agreement***"). The undersigned hereby executes a counterpart thereof for purposes of becoming a Secured Party under the Agreement.

Dated: _____, 2018

**[INSERT SECURED PARTY NAME]**

By: _____
Name: _____
Title: _____

**EXHIBIT A**
**SECURED CONVERTIBLE PROMISSORY NOTES**

Exhibit 10.42

THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE, IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF SUCH ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, ALL AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO MAKER.

**SECURED CONVERTIBLE PROMISSORY NOTE**

$[●] Date: October 11, 2018

For Value Received, Ourgame International Holdings Limited, a Cayman Islands corporation, with its primary offices located at Tower B Fairmont, No. 1 Building, 17th Floor, 33# Community, Guangshun North Street, Chaoyang District, Beijing, 100102, China (the "Maker"), promises to pay to the order of [●] or his, her or its assigns ("Holder"), upon the terms set forth below, the principal sum of $[●] plus interest thereon. This Note is one of a series of Notes sold in connection with a Convertible Note Purchase Agreement entered into by the Maker, Holder, and other purchasers of Notes, dated as of October 11, 2018 (the "Note Purchase Agreement").

1. Payment Terms. The purchase of this Note shall be payable in two (2) separate payments. The first payment of $[one-half of principal] (the "First Payment") is due and payable on the date hereof. The second payment of $[one-half of principal] (the "Second Payment") is due and payable on or before November 1, 2018 (the "Second Payment Date"). If the Second Payment is not received by the Second Payment Date, Holder will have a remedy period until December 1, 2018 (the "Final Payment Date") to make such Second Payment. If Holder has not made the Second Payment on or before the Final Payment Date, the principal amount of this Note will be adjusted, with no further action or consent needed from the Holder or the Maker, to reflect the amount of the First Payment. Notwithstanding anything to the contrary contained herein, Holder may, in its sole discretion, elect to pay the entire principal amount (i.e., the First Payment and the Second Payment combined) on the date hereof.

2. Interest. Interest on the principal amount of this Note shall accrue from the date hereof until payment in full at an annual rate equal to 12% (the "Interest Rate"). Upon an Event of Default (as defined in Section 5(a) hereof), the interest rate shall increase to an annual rate of 15% (the "Default Interest Rate"). Interest shall be calculated on the basis of a 365-day year, based on the actual number of days elapsed. Notwithstanding the foregoing, if Holder does not make the Second Payment by the Final Payment Date, then the Interest Rate will automatically adjust, with no further action or consent needed from the Holder or the Maker, to 6%, which rate will apply retroactively back to the date of this Note. No payments of interest shall be due until the first to occur of (i) the Maturity Date (as defined in Section 3 below), or (ii) on or immediately prior to the closing date (the "Financing Closing Date") of the SPAC Transaction (as defined in Section 4(a) below). Interest will be payable only in cash or cash equivalents. Notwithstanding the foregoing, no interest shall be payable to Holder if Holder elects to convert this Note pursuant to Section 4(a).

3. Maturity Date. Maker shall have the right to prepay this Note in full at any time prior to the one-year anniversary of the date hereof without the imposition of any prepayment fee or penalty by providing advance written notice of such intent to prepay at least 20 days in advance of the date of such prepayment. Prior to the date of such prepayment, Holder may convert this Note pursuant to Section 4(a). If Maker prepays this Note (including any accrued interest) in full, the "Maturity Date" will be the date of such prepayment; otherwise, the "Maturity Date" will be the one-year anniversary of the date hereof. Unless converted by Holder pursuant to the terms of Section 4, the principal amount of this Note, together with interest thereon for the full one year (notwithstanding that this Note may have been outstanding for less than one year), shall be due and payable in full on the first to occur of the Maturity Date or the Financing Closing Date.

4. Conversion.

(a) *Conversion to Black Ridge Common Stock.* Immediately before the parties consummate the transactions (the "SPAC Transaction") contemplated by the Term Sheet dated September 25, 2018 (as amended or supplemented from time to time, the "Term Sheet") among Maker, Maker's indirect subsidiary, Allied Esports International Holdings Limited, an Ireland private limited company ("Allied Esports"), and Black Ridge Acquisition Corp. ("Black Ridge"), Holder shall have a one-time option to convert or exchange (as the case may be), the entire unpaid principal amount of this Note, into shares of capital stock of the Maker and/or all of the entities that are Affiliates (as defined below) of the Maker that will be acquired (collectively, the "Maker Acquired Entities") by Black Ridge or by any Affiliates of Black Ridge in the SPAC Transaction (the "Conversion Shares"). The number of Conversion Shares of each of the Maker Acquired Entities to be issued to Holder shall be equal to the product of (i) the principal amount of this Note being converted into Conversion Shares, *multiplied by* (ii) the aggregate number of shares of outstanding capital stock immediately before the consummation of the SPAC Transaction of each of the Maker Acquired Entities that are being acquired or will be acquired by Black Ridge in connection with the SPAC Transaction after giving effect to the conversion and the issuance of the Conversion Shares set forth in this Section 4, *divided by* (iii) $100,000,000. For example, if Allied Esports and Noble Link Global Limited, a British Virgin Islands entity ("Noble Link"), are each being acquired by Black Ridge in the SPAC Transaction, and the principal amount of this note is $5,000,000, then Holder shall be entitled to acquire Conversion Shares in each of Allied Esports and Noble Link equal to five percent (5%) of the issued and outstanding shares of each of Allied Esports and Noble Link, after giving effect to the conversion rights under this Section 4. The parties shall cooperate in good faith to effect the conversion rights set forth in this Section 4 (which may require alternative structures) and shall execute any documents reasonably requested to effect the conversion rights in a manner that minimizes any taxes payable by Holder in connection with such conversion rights while maintaining the economic rights in connection with such conversion rights. As used herein, an "Affiliate" of an entity is any other entity that directly, or indirectly through on or more intermediaries, controls, or is controlled by, or is under common control with such entity.

(b) *Conversion Procedure*. To convert this Note into Conversion Shares pursuant to Section 4(a), Holder shall surrender this Note (or an affidavit of lost instrument pursuant to Section 10 below) to Maker accompanied by an executed conversion notice, the form of which is attached hereto as Exhibit A (the "Conversion Notice"). The Conversion Notice shall state the Conversion Shares into which the Note shall be converted, and the name or names (with address(es)) in which the certificate or certificates of the Conversion Shares shall be issued, if the Conversion Shares are to be certificated. As soon as practicable after the receipt of such Conversion Notice and the surrender of this Note, Maker shall (1) issue and deliver to the Holder one or more certificates for the Conversion Shares, if the Conversion Shares are certificated, and (2) provide for any fractional shares as provided in Section 4(c). Such conversion shall be deemed to have been effected immediately prior to the consummation of the SPAC Transaction (the "Conversion Date"). Upon the Conversion Date, the Holder's rights under this Note shall cease and the person or persons in whose name or names the Conversion Shares shall be issuable upon such conversion shall be deemed to have become the holder(s) of record of such Conversion Shares. In the event after this Note is duly converted, the SPAC Transaction is not consummated by the one-year anniversary of the date hereof or is otherwise terminated or withdrawn, then the Holder's rights under this Note (including all payments under this Note) shall continue as if such conversion did not take place. The Maker shall provide written notices to Holder upon (i) the execution and delivery of any definitive or long form agreements for the SPAC Transaction, (ii) any amendment of such definitive or long form agreements for the SPAC Transaction, (iii) the date that is at least thirty (30) days in advance of the anticipated consummation of the SPAC Transaction and (iv) the date that is at least five (5) days in advance of the anticipated consummation of the SPAC Transaction.

(c) *Fractional Shares*. No fractional Conversion Shares shall be issuable upon conversion of this Note, but a payment in cash or cash equivalents will be made in respect of any fraction of a Conversion Share that would otherwise be issuable upon the conversion of this Note, payable at the same time any interest is paid to Holder as set forth in Section 2 hereof.

5. Security Interests. The obligations of the Maker set forth in this Note are secured by that certain Security Agreement, dated as of the date hereof, among Maker, Allied Esports, Allied Esports International, Inc., Holder and the other parties named therein (the "Security Agreement"), and that certain Share Pledge Security Agreement, dated as of the date hereof, among Maker, Holder, and the other parties named therein (the "Pledge Agreement").

(a) Events of Default. "Event of Default," wherever used herein, means any one of the following events (whatever the reason and whether it shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body):

(i) any failure by Maker to make any payment of principal or interest due under this Note within five (5) business days after the date on which Maker shall have been provided with notice of such payment failure;

(ii) any breach by Maker of any covenant, agreement, representation or warranty contained in this Note, the Note Purchase Agreement, the Security Agreement or the Pledge Agreement that is not cured within 30 days after the date on which Maker shall have been provided with notice of such breach;

(iii) any failure of Maker or any of its affiliates at any time to perform any of the warranties, covenants or provisions contained or referred to in this Note, the Note Purchase Agreement, the Security Agreement of even date herewith by and among Allied Esports International Holdings Limited, Allied Esports International, Inc., Holder and the other parties named therein or the Share Pledge Security Agreement, of even date herewith, by and among Maker, Holder and the other parties named therein (a "Cross Default"), provided, however, to the extent such Cross Default is capable of being cured, such Cross Default is not cured within 30 days after written notice of such Cross Default is delivered to Maker by Holder. Notwithstanding anything to the contrary contained herein, the remedy upon an uncured Cross Default shall be as set forth in Section 6(b) hereof.

(iv) any commencement by Maker of a case under any applicable bankruptcy or insolvency laws as now or hereafter in effect or any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to Maker; or any commencement against Maker of any bankruptcy, insolvency or other proceeding which remains undismissed for a period of 90 days; or the adjudication of Maker as insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or the appointment of any custodian or the like for Maker or any substantial part of its property which continues undischarged or unstayed for a period of 90 days; or any general assignment by Maker for the benefit of its creditors; or any failure to pay or statement in writing by Maker indicating an inability to pay Maker's debts generally as they become due.

(b) If any Event of Default occurs, the full principal amount of this Note, together with interest thereon for one full year (notwithstanding that this Note may have been outstanding for less than one year), shall become immediately due and payable upon written notice of such election by Holder. For so long as such Event of Default is continuing, the interest will accrue at the Default Interest Rate on the combined amount of the outstanding principal plus accrued interest as of the date of such Event of Default. Holder need not provide and the Maker hereby waives any presentment, demand, protest or other notice of any kind, and Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Holder agrees and acknowledges that upon the occurrence of an Event of Default, it must first use reasonable efforts to exercise all available self-help remedies available under the California UCC against the collateral described in the Security Agreement (and, for clarity, in no event shall the Holder be required to engage in or defend any litigation proceeding in so doing) before exercising its rights and remedies pursuant to the Security Agreement and the Pledge Agreement. Upon the occurrence of an Event of Default, the Maker shall cause the Company and all of the Subsidiaries (as such terms are defined in the Pledge Agreement) to operate their businesses in the ordinary course of business and to manage, protect, preserve and continue the operation of their businesses.

6. No Waiver of Holder's Rights. All payments of principal and interest shall be made without setoff, deduction or counterclaim. No delay or failure on the part of Holder in exercising any of its options, powers or rights, nor any partial or single exercise of its options, powers or rights shall constitute a waiver thereof or of any other option, power or right; and no waiver on the part of Holder of any of its options, powers or rights shall constitute a waiver of any other option, power or right.

7. Debt Covenant; Subordination. Maker agrees that from the date hereof until all obligations of Maker under the Note Purchase Agreement, all Notes, the Security Agreement and the Share Pledge Agreement have been satisfied in full, Maker shall not incur any additional indebtedness, other than trade credit incurred from vendors in the ordinary course of business in accordance with past practices. Any and all existing obligations or indebtedness of Maker to any of its equity holders, officers, directors and other affiliates and any and all obligations of any direct or indirect subsidiary of Maker to Maker or any such subsidiary hereby are, and shall remain, subordinated in all respects to the obligations of Maker to the Holders under the Notes, the Note Purchase Agreement, Security Agreement and Pledge Agreement.

8. Equal Dignity. All payments of principal and interest hereunder and distribution of any amounts collected under the Security Agreement and/or Pledge Agreement, as well as the issuance of Conversion Shares as set forth in Section 4 (if applicable), shall be made at the same time to each eligible Holder without preference on a pro rata basis based on the outstanding principal and interest owing on the Note issued to such Holder as of the date of such payment or issuance.

9. Successors and Assigns. This Note shall be binding upon Maker and its permitted successors and shall inure to the benefit of Holder and its successors and assigns. The term "Holder" as used herein, shall also include any endorsee, assignee or other holder of this Note. Maker shall not transfer, assign or delegate its obligations hereunder without the prior written consent of Holder.

10. Lost or Stolen Note. If this Note is lost, stolen, mutilated or otherwise destroyed, Maker shall execute and deliver to Holder a new promissory note containing the same terms, and in the same form, as this Note. In such event, Maker may require Holder to deliver to Maker an affidavit of lost instrument in respect thereof as a condition to the delivery of any such new promissory note.

11. Costs and Expenses. Maker will pay upon demand all reasonable costs and expenses of Holder, including reasonable attorneys' fees, incurred by Holder in enforcing its rights and remedies hereunder. If Holder brings suit (or files any claim in any bankruptcy, reorganization, insolvency or other proceeding) to enforce any of its rights hereunder and shall be entitled to judgment (or other recovery) in such action (or other proceeding), then Holder may recover, in addition to all other amounts payable hereunder, its reasonable expenses in connection therewith, including reasonable attorneys' fees, and the amount of such expenses shall be included in such judgment (or other form of award). Any costs and expenses owed Holder under this section shall be added to the amount due under this Note, shall be receivable therewith and shall be secured by the lien of, and other security interests created by, this Note, the Note Purchase Agreement, the Security Agreement and the Pledge Agreement.

12. Amendment and Waiver. This Note may be amended or modified, and any provision hereunder may be waived, only upon the prior written consent of the Maker and Holder. Any amendment that the Maker agrees to with any other holder of a note issued pursuant to the Convertible Note Purchase Agreement of even date herewith (collectively, the "Note Holders") must be presented and offered to each other Note Holder as soon as is practicable thereafter so that such other Note Holders may elect, in each such Note Holder's sole discretion, to enter into the same amendment with the Maker.

13. Governing Law; Dispute Resolution. This Note, together with the Convertible Note Purchase Agreement, Security Agreement, and Pledge Agreement, constitute the entire agreement among the parties with respect to the subject matter hereof and thereof. It supersedes any prior agreement or understanding among them, and it may not be modified or amended in any manner other than as set forth herein. This Note shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts-of-law principles thereof. The venue for any action hereunder shall be in the State of California, whether or not such venue is or subsequently becomes inconvenient, and the parties consent to the jurisdiction of the courts of the State of California, County of Orange, and the federal courts located in the Central District of the State of California. Accordingly, Maker and Holder hereby submit to the process, jurisdiction and venue of any such courts. Maker and Holder each hereby waives, and agrees not to assert, any claim that it is not personally subject to the jurisdiction of the foregoing courts in the State of California or that any action or other proceeding brought in compliance with this Section is brought in an inconvenient forum.

14. Maximum Interest. Notwithstanding anything to the contrary herein, the total liability for payments in the nature of interest hereunder shall not exceed the applicable limits imposed by any applicable state or federal interest rate laws. If any payments in the nature of interest, additional interest, and other charges made hereunder are held to be in excess of the applicable limits imposed by any applicable state or federal laws, it is agreed that any such amount held to be in excess shall be considered payment of principal and the principal balance shall be reduced by such amount in the inverse order of maturity so that the total liability for payments in the nature of interest, additional interest and other charges shall not exceed the applicable limits imposed by any applicable state or federal interest rate laws in compliance with the desires of Holder and the Maker.

*Signature Page follows*

In Witness Whereof, the undersigned has signed this Note on behalf of the "Maker" and not as a surety or guarantor or in any other capacity.

Ourgame International Holdings Limited

By: _____
Name: _____
Its: _____

EXHIBIT A

**OURGAME INTERNATIONAL HOLDINGS LIMITED**
**SECURED CONVERTIBLE PROMISSORY NOTE**

**CONVERSION NOTICE**

To Whom It May Concern:

Reference is made to that certain Secured Convertible Promissory Note dated _____ (as amended or restated from time to time, and including any replacements thereof, the "Note") issued by Ourgame International Holdings Limited (the 'Maker") in favor of _____ (including its assigns, "Holder") in the original principal amount of $_____. Capitalized terms used in this Notice shall have the respective meanings set forth in the Note.

Holder hereby exercises the option to convert the entire principal amount of the Note into the shares of common stock of the Maker Acquired Entities as identified below (the "Conversion Shares"), in accordance with the terms of the Note, and directs that such Conversion Shares be issued in the name of, and if certificated, delivered, to Holder unless a different name has been indicated below. If this conversion involves fractional Conversion Shares, please issue the related check to the same person entitled to receive the Conversion Shares.

Dated: _____

Amount of Note to be converted: $ _____

Conversion Shares to be issued: _____

If Conversion Shares are to be issued to anyone other than Holder, please provide the Tax Identification Number of the transferee:

_____

_____
Signature of Holder

Name and address of transferee/Holder for future notices:

_____
_____
_____

Exhibit 10.43

**CONVERTIBLE NOTE PURCHASE AGREEMENT**

This Convertible Note Purchase Agreement ("Agreement") is entered into as of May 17, 2019, by and between Noble Link Global Limited, a British Virgin Islands entity (the "Company"), and the undersigned purchasers (each a "Purchaser," and collectively, the "Purchasers").

**INTRODUCTION**

A. The Company is engaging in an offering and sale (the "Offering") of secured convertible promissory notes in the form attached hereto as Exhibit A in an aggregate principal amount of up to USD $4,000,000 (the "Notes").

B. As part of the Offering, the Company wishes to issue to each Purchaser, and each Purchaser desires to purchase from the Company, in a transaction exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), a Note in an original principal amount set forth on the signature pages hereto, subject to the terms and conditions herein.

C. The Company is wholly owned by Ourgame International Holdings Limited ("Ourgame").

D. On December 19, 2018, Ourgame and the Company entered into that certain Agreement and Plan of Merger ("Merger Agreement") by and among Black Ridge Acquisition Corp. ("Black Ridge"), Black Ridge Merger Sub Corp. ("Merger Sub"), Allied Esports Media, Inc. (f/k/a Allied Esports Entertainment, Inc.) ("AEM"), and Primo Vital Ltd., pursuant to which, among other things, the Company will merge with and into AEM, with AEM being the surviving entity of such merger, and thereafter Merger Sub will merge with and into AEM, with AEM being the surviving entity and becoming a wholly owned subsidiary of Black Ridge (collectively, the " SPAC Transaction"). As a result of the SPAC Transaction, (i) Ourgame will own, through its subsidiaries, shares of common stock (the "BRAC Common Stock") of Black Ridge, and (ii) the companies that comprise the World Poker Tour and Allied Esports businesses will become wholly owned subsidiaries of Black Ridge.

E. Effective as of October 11, 2018, Ourgame issued notes having an aggregate principal amount of Ten Million Dollars ($10,000,000) (the "Prior Notes") to various investors ("Prior Investors"), and Ourgame and various affiliates and subsidiary companies entered into security agreements, share pledge agreements and note purchase agreements with the Prior Investors in connection therewith (such transaction collectively, the "First Bridge" and the Prior Notes and related transaction documents, the "First Bridge Documents"), for purposes of providing Ourgame and its affiliates the working capital necessary to, among other things, effectuate the SPAC Transaction and operate the World Poker Tour and Allied Esports businesses pending obtaining additional funding via the SPAC Transaction.

F. It has taken Ourgame and its affiliates longer than anticipated to effectuate the SPAC Transaction, and as such, the proceeds of the Offering are intended to provide additional working capital to continue to operate the World Poker Tour and Allied Esports businesses pending obtaining additional funding via the SPAC Transaction.

G. It is the intention of the parties that the Purchasers in the Offering loan money to the Company on substantially the same terms as the First Bridge including that the Purchasers loans be secured by substantially the same collateral and that the Prior Investors and the Purchasers have pari passu rights to all payments under the Prior Notes and the Notes and to all proceeds under all collateral securing all such Notes on a pro rata basis in accordance with the amount each Purchaser/Prior Investor loaned to the Company in connection with the First Bridge and/or the Offering. To that end, concurrently herewith, the Prior Investors are executing an Amendment To Convertible Note Purchase Agreement And Note; Waiver And Acknowledgement pursuant to which the Prior Investors consent to the Offering and the Company agrees to conform certain terms of the First Bridge to reflect the terms of the Offering.

**AGREEMENT**

Now, Therefore, in consideration of the foregoing facts and premises (which are hereby made a part of this Agreement), the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

**Article 1**
**Purchase and Sale of Securities**

1.1 Purchase and Sale. Each Purchaser hereby irrevocably subscribes to purchase a Note in an aggregate principal amount set forth on Purchaser's signature pages hereto (the "Purchase Price"). Each Purchaser acknowledges that this subscription is subject to acceptance or rejection (in whole or in part) at the discretion of the Company. Attached hereto as Exhibit C is the list of Purchasers and the Purchase Price of the Note set forth opposite such Purchaser's name which each Purchaser is purchasing.

1.2 Acceptance. The Company will accept the subscriptions by executing and delivering to each Purchaser a countersigned copy of this Agreement and issuing to each Purchaser a Note in an original principal amount equal to the Purchase Price.

1.3 Warrants. In consideration of each Purchaser's payment of the Purchase Price, upon consummation of SPAC Transaction (the "SPAC Closing"), each Purchaser shall receive a Warrant (the "Warrant") to purchase shares of BRAC Common Stock in an amount equal to the product of (i) 3,800,000 shares, *multiplied by* (ii) the Purchase Price, *divided by* (iii) $100,000,000. The Warrant shall be subject to the exercise price and such other terms and conditions as determined by Black Ridge and Ourgame in the SPAC Transaction; provided, however, the terms and conditions of the Warrant and the date of issuance of the Warrants shall be the same as the warrants to be issued to Ourgame, the Company and/or its affiliates in connection with the SPAC Transaction. If the SPAC Closing does not occur for any reason, then Purchaser shall not receive any Warrant, and if the SPAC Closing does occur, then Purchaser shall receive the Warrant even if Purchaser elects to not convert all of the outstanding principal of such Purchaser's Note.

1.4 Earn-out Shares. In consideration of each Purchaser's payment of the Purchase Price, the Company shall cause Black Ridge to issue to each Purchaser shares of BRAC Common Stock (the "Earn-out Shares") equal to the product of (i) 3,846,153 shares, multiplied by (ii) the Purchase Price, divided by (iii) $100,000,000, upon the satisfaction of the following conditions:

(a) Such Purchaser exercises Purchaser's rights to convert all of the outstanding principal of Purchaser's Note into BRAC Common Stock on the terms of conversion set forth in such Note; and

(b) At any time within five years after the date of the SPAC Transaction, the last exchange-reported sale price of BRAC Common Stock trades at or above $13.00 for thirty (30) consecutive calendar days.

If the SPAC Closing does not occur for any reason, or any Purchaser elects to not convert all of the outstanding principal of such Purchaser's Note, then each such Purchaser receives no Earn-out Shares. The Earn-out Shares shall be subject to such other terms and conditions as determined by Black Ridge and Ourgame in the SPAC Transaction; provided, however, the terms and conditions of the Earn-out Shares and the date of issuance of the Earn-out Shares shall be the same as such shares to be issued to Ourgame and/or its affiliates in connection with the SPAC Transaction.

**Article 2**
**Purchaser's Representations and Warranties**

Each Purchaser hereby severally represents, warrants, acknowledges and agrees to the following for the benefit of the Company as set forth in this Article 2:

2.1 Purchaser has obtained and read (i) this Agreement, (ii) the bylaws and/or other applicable formation and governing documents of the Company (the "Organizational Documents"), (iii) the Term Sheet, (iv) the Risk Factors attached as Exhibit B, (v) the public reports of Ourgame available at http://ir.ourgame.com/en/ir/info/report.html, (vi) the public reports of Black Ridge available online at https://www.sec.gov/, and (vii) any other documents specifically requested by Purchaser. All documents described in clauses (i) through (vii) above are collectively referred to hereinafter as the "Disclosure Documents." Purchaser has read and understands the Disclosure Documents.

2.2 Purchaser (i) has, either alone or with the assistance of a professional advisor, sufficient knowledge and experience in financial and business matters that Purchaser believes himself/herself/itself capable of evaluating the merits and risks of a prospective investment in the Notes, Warrants, Earn-out Shares and the BRAC Common Stock issuable upon conversion of the Note (collectively, the "Securities") and the suitability of an investment in the Company, and after the SPAC Closing, Black Ridge, in light of Purchaser's financial condition and investment needs, and legal, tax and accounting matters; (ii) has not relied on the Company or any of its representatives for financial, tax or legal advice, and (iii) is investing in the Company, and after the SPAC Closing, Black Ridge, solely on the basis of the information set forth in the Disclosure Documents, irrespective of any other information that Purchaser may have received from the Company, Black Ridge or its representatives.

2.3 Purchaser has been given access to full and complete information regarding the Company and has utilized such access to Purchaser's satisfaction for the purpose of obtaining information in addition to, or verifying information included in, the Disclosure Documents. Particularly, Purchaser has been given reasonable opportunity to meet with or contact Company representatives for the purpose of asking questions of, and receiving answers from, such representatives concerning the terms and conditions of the Offering and to obtain any additional information, to the extent reasonably available, necessary to verify the accuracy of information provided in the Disclosure Documents.

2.4 Purchaser acknowledges that an investment in the Securities involves a high degree of risk, including but not limited to the risk of losing Purchaser's entire investment in the Company, and after the SPAC Closing, Black Ridge.

2.5 Purchaser acknowledges that no federal or state agency, including the U.S. Securities and Exchange Commission (the 'SEC") or the securities commission or authority of any state, has approved or disapproved the Securities, passed upon or endorsed the merits of the Offering of the Securities or the accuracy or adequacy of the Disclosure Documents, or made any finding or determination as to the fairness or fitness of the Securities for public sale.

2.6 Purchaser has relied upon the advice of Purchaser's legal counsel and accountants or other financial advisors with respect to tax and other considerations relating to the purchase of Securities in the Offering. Purchaser is not relying upon the Company or Black Ridge with respect to the economic considerations involved to make an investment decision in the Securities.

2.7 If Purchaser is an entity or unincorporated association: (i) Purchaser has the requisite corporate or other power and authority to enter into and to perform its obligations under this Agreement and to consummate the transactions contemplated hereby in accordance with the terms hereof; (ii) the execution, delivery and performance of this Agreement by Purchaser and the consummation by it of the transactions contemplated hereby have been duly authorized by Purchaser's board of directors or other governing body and no further consent or authorization of Purchaser, its board of directors or its shareholders, members or other interest holders is required; and (iii) Purchaser was not formed or organized for the purpose of acquiring the Securities.

2.8 Purchaser is not required to give any notice to, make any filing, application or registration with, obtain any authorization, consent, order or approval of or obtain any waiver from any person or entity in order to execute and deliver this Agreement or to consummate the transactions contemplated hereby, except for filings required by applicable state securities laws and regulations.

2.9 Neither the execution and delivery by Purchaser of this Agreement, nor the consummation by Purchaser of the transactions contemplated hereby, will (i) violate any law, rule, injunction or judgment of any governmental agency or court to which Purchaser is subject or any provision of its charter, bylaws, trust agreement, or other governing documents or (ii) conflict with, result in a breach of, or constitute a default under, any agreement, contract, lease, license, instrument, or other arrangement to which Purchaser is a party or by which Purchaser is bound or to which any of its assets is subject.

2.10 Purchaser is a bona fide resident of (or, if an entity, is organized or incorporated under the laws of, and is domiciled in), and received the offer and decided to invest in the Securities, in the state or jurisdiction set forth as Purchaser's mailing address on the signature page to this Agreement.

2.11 The Securities are being acquired by Purchaser for the account of Purchaser, for investment purposes only. Purchaser has no contract, undertaking, understanding, agreement or arrangement with any person or entity to sell all or any part of the Securities, any interest therein or any rights thereto.

2.12 Purchaser has no need for immediate liquidity with respect to his, her or its investment and has sufficient income to meet Purchaser's current and anticipated obligations. The loss of Purchaser's entire investment in the Securities would not cause financial hardship to Purchaser and would not adversely affect Purchaser's current standard of living, if applicable. In addition, the overall commitment of Purchaser to investments that are not readily marketable is not disproportionate to Purchaser's net worth and Purchaser's investment in the Securities will not cause such overall commitment to become excessive.

2.13 [Reserved].

2.14 [Reserved].

2.15 On the signature pages to this Agreement, Purchaser has truthfully represented and warranted whether Purchaser is an "accredited investor" as defined in Regulation D of the Securities Act of 1933, including the basis on which Purchaser may satisfy such definition.

2.16 Transfer Restrictions. With respect to the registration status and transferability of the Securities, Purchaser understands, acknowledges and agrees that:

(a) Neither the offer nor the sale of the Securities to be issued in connection with this subscription and the Offering have been registered under the Securities Act or under applicable state securities laws on the grounds that they are being issued in a transaction (i) involving a limited group of knowledgeable investors familiar with the proposed operations of the Company, and (ii) not involving a public offering and that, consequently, such transaction is exempt from registration under the Securities Act and applicable state securities laws. The Company, and after the SPAC Closing, Black Ridge, will rely on Purchaser's representations herein as a basis for exemptions from the Securities Act's registration requirements.

(b) As a result of the offer and sale of the Securities in a transaction exempt from the registration requirements of the Securities Act, the Securities may not be sold, transferred or otherwise disposed of except pursuant to an effective registration statement or appropriate exemption from registration under the Securities Act and applicable state law and, as a result, the undersigned may be required to hold the Securities for an indefinite period of time.

(c) Purchaser acknowledges and agrees that the Securities are subject to restrictions on transfer and will bear restrictive legends in substantially the following form:

> THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE, IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF SUCH ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, ALL AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE COMPANY TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

(d) In addition to the restrictions on transfer of the Securities imposed by applicable federal and state securities laws, the BRAC Common Stock, as applicable, will, upon issuance, be subject to the terms and conditions of the Organizational Documents of the Company.

(e) Each Purchaser acknowledges and agrees that all BRAC Common Stock, Warrants and any Earn-out Shares issued to Purchaser will be subject to restrictions on transfer for a one-year period after the closing of the SPAC Transaction, pursuant to the terms set forth in the form of Lock-up Agreement attached to the Merger Agreement (the "Lock-up Agreement"). Each Purchaser hereby acknowledges that Purchaser is bound by the terms of the Lock-up Agreement, and agrees to execute the Lock-up Agreement upon request of Ourgame or BRAC. In addition, each Purchaser shall become party to the Registration Rights Agreement (as defined in Section 6.16 of the Merger Agreement), pursuant to which, under certain circumstances, the BRAC Common Stock issued to Purchasers will be registered for resale.

2.17 Further Assurances. Upon the conversion of the Note (as described therein) or exercise of a Warrant, or as a condition to the issuance of any Earn-out Shares, Purchaser (or any successors of Purchaser) hereby agrees to execute any documents reasonably requested by the Board of Directors of Black Ridge for the purpose of admitting Purchaser as a stockholder of Black Ridge in a manner compliant with applicable law.

**Article 3**

**The Company's Representations and Warranties**

3.1 The Company hereby represents and warrants to each Purchaser that the following representations and warranties are true and complete as of the date hereof:

a. Organization; Good Standing; and Entity Power.

i. The Company is a company duly organized, validly existing and in good standing under the laws of the British Virgin Islands and has all requisite corporate power and authority to carry on its business as now conducted.

ii. The Company has all requisite legal and corporate power and authority to execute and deliver this Agreement, to issue and sell the Notes, and to carry out and perform its obligations under the terms of this Agreement and to consummate the transactions contemplated thereby. All necessary action has been taken by the Company with respect to the execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated thereby.

iii. Schedule 3.1(a)(iii) sets forth a list of all Indebtedness of the Company, Ourgame International Holdings Limited, AEM and their respective direct and indirect subsidiaries whose assets or shares are pledged as collateral under the Security Agreement or Share Pledge Agreement. "Indebtedness" means any amount owed (including unpaid interest thereon) in respect of (a) indebtedness for borrowed money, including any such amounts evidenced by bonds, indentures, notes or similar instruments; (b) capitalized lease obligations; (c) obligations under interest rate agreements, currency agreements and foreign exchange agreements; and (d) guarantees in respect of indebtedness referred to in clauses (a) through (c).

b. Authorization. This Agreement has been duly authorized, executed and delivered by the Company and constitutes the legal, valid and binding obligations of the Company, enforceable against it in accordance with its respective terms, subject to (i) applicable bankruptcy, insolvency, reorganization and moratorium laws, (ii) other laws of general application affecting the enforcement of creditors' rights generally and general principles of equity and (iii) the limitation by federal or state securities laws or by public policy of rights to indemnification.

3.2 Warrants; BRAC Common Stock. After the SPAC Closing, the Company will ensure that Black Ridge at all times maintains a number of authorized but unissued shares of BRAC Common Stock sufficient to satisfy the obligations under the Note and Warrant. When issued in compliance with the provisions of the Note or Warrant, the BRAC Common Stock issuable will be validly issued, fully paid and non-assessable.

**Article 4**
**General Provisions**

4.1 Agents for Purchasers and Prior Investors.

(a) By execution and delivery of this Agreement, each Purchaser hereby appoints each of Knighted Pastures LLC ("First Agent") and Steve Lipscomb ("Second Agent", and collectively with First Agent, the "Co-Agents") as its true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, to act solely and exclusively on behalf of such Purchaser as specified herein.

(b) The Co-Agents shall act as the representatives and agents of the Purchasers and Prior Investors and shall be jointly authorized to act on behalf of the Purchasers and Prior Investors and to jointly take any and all actions required or permitted to be taken by the Purchasers under the Notes (other than as set forth below), the Security Agreement dated as of the date hereof by and among the Ourgame, AEM, Allied Esports International, Inc., a Nevada corporation, the Purchasers and the other parties named therein (the "Security Agreement"), the Share Pledge Security Agreement dated as of the date hereof by and among Ourgame, the Company, the Purchasers and the other parties named therein (the "Share Pledge Agreement" together with the Notes and Security Agreement, the "Second Bridge Documents") and the First Bridge Documents, in each case, with respect to the collection of amounts owed to Purchasers and Prior Investors under the Second Bridge Documents and exercise of Purchasers' rights under the Second Bridge Documents. Co-Agents may agree on behalf of Purchasers to waive (on a case by case basis), or forbear on enforcement of, Purchaser's rights, but shall not have the authority (i) to agree to any reduction in the amount owed to Purchasers under, or to agree to any amendment of the terms of, the Note Purchase Agreement, Note, Security Agreement or Share Pledge Agreement or (ii) to exercise any conversion or exchange rights of a Purchaser under the Note (which right shall be exercised solely by the Purchasers).

(c) The Purchasers shall be bound by all actions taken by the Co-Agents in their capacity as such. Following any Event of Default, the Co-Agents shall keep the Purchasers reasonably informed with written reports regarding material action taken on behalf of the Purchasers by the Co-Agents pursuant to the authority delegated to the Co-Agents under this Section 4.1. Each Co-Agent shall at all times act in his/her/its capacity as Co-Agent in a manner that such Co-Agent believes to be in the best interest of the Purchasers; provided that Purchasers acknowledge and agree that the Co-Agents shall collectively take actions on behalf of Purchasers and the Prior Investors under both the First and Second Bridge Documents.

(d) Neither of the Co-Agents nor any of their members, managers, directors, officers, employees, attorneys or other agents (as applicable) shall be liable to any Purchaser for any error of judgment, or any action taken, suffered or omitted to be taken, under the Security Agreement and the Share Pledge Agreement, except in the case of his/her/its gross negligence, bad faith or willful misconduct. The Co-Agents may consult with and engage legal counsel, independent public accountants, sales agents and other experts selected by him/her/it and shall not be liable for any action taken or omitted to be taken in good faith in accordance with the advice of counsel, accountants or experts; provided, however, that no Co-Agent shall be obligated to expend or advance any material out-of-pocket costs to fund any enforcement or collection activities or otherwise act in their capacity as Co-Agent hereunder, provided that each Co-Agent shall keep the Purchasers reasonably informed as to the status of the Co-Agent's efforts hereunder, including as to whether lack of available funding for enforcement or collection activities is preventing the Co-Agents from vigorous pursuit of such activities. The Co-Agents may advance and/or may request from time to time that Purchasers (together with the Prior Investors) make advances to Co-Agents to fund out-of-pocket costs and expenses, although no Co-Agent or Purchaser shall be obligated to make any such advance. Each Purchaser agrees that the Co-Agents and any Purchasers or Prior Investors who make advances shall have first priority to be reimbursed (on a pro rata basis out of amounts collected based upon the amount so advanced or incurred) any and all such advances and, in the case of the Co-Agents, their costs, expenses, liabilities and losses incurred by the Co-Agents arising out of or resulting from any action taken or omitted to be taken by the Co-Agents under the Security Agreement and/or the Share Pledge Security Agreement, other than such losses arising out of or resulting from any Co-Agent's gross negligence, bad faith or willful misconduct. After payment of costs, expenses, liabilities and losses in accordance with the preceding sentence, the Co-Agents shall distribute any amounts collected to the Purchasers (including Co-Agents) and Prior Investors without preference on a pro rata basis based on the outstanding principal and interest owing on the Note issued to each Purchaser and the Prior Notes issued to the Prior Investors, in each case as of the date of such distribution. If any Purchaser or Prior Investor shall receive more than his/her/its pro rata share, then such Purchaser or Prior Investor shall remit any payment or issuance in excess of its pro rata share to the other Purchaser or Prior Investors as necessary to equitably distribute such excess in accordance with this paragraph.

(e) If the Co-Agents disagree with respect to any material actions required or permitted to be taken by the Co-Agents hereunder or otherwise wish to seek the consent of the Purchasers and Prior Investors to any proposed action, the Co-Agents shall promptly submit a summary of such proposed action in writing to the Purchasers and Prior Investors and seek their consent to such action. Each Purchaser (including each Co-Agent) shall then submit in writing, within 3 calendar days of the date of such summary and consent, his/her/its vote on such matter (the "Investor Vote"). The result of the Investor Vote shall be determined by Purchasers (including Co-Agents) and Prior Investors who actually timely respond to the Investor Vote and that hold in aggregate more than 50% of the aggregate outstanding principal amount under the Notes of such responding Purchasers and the Prior Notes of such responding Prior Investors (a "Majority Vote").

(f) If, following any Event of Default, any Purchaser (including any Co-Agent) or Prior Investor reasonably believes that the Co-Agents have reached a point of deadlock that has prevented them for at least 30 days (and will continue to prevent them for the foreseeable future) from vigorously seeking collection of amounts due to the Purchasers and Prior Investors, such Purchaser or Prior Investor may request the Co-Agents to jointly agree on an independent third party agent to replace the Co-Agents. If the Co-Agents cannot agree on an independent agent (or obtain a Majority Vote of Purchasers and Prior Investors to appoint an independent agent) within 30 days of such request, either Co-Agent may thereafter at any time request JAMS Orange County to appoint an agent in accordance with applicable JAMS rules from a list containing one proposed independent agent from each Purchaser and Prior Investor who wishes to submit a suggestion. Any independent agent appointed by JAMS hereunder shall succeed to all rights of Co-Agents hereunder.

(g) Upon the death, incapacity or resignation of First Agent as Co-Agent, First Agent or its agent may appoint a replacement for First Agent as Co-Agent. Upon the death, incapacity or resignation of Second Agent as Co-Agent, a majority in interest of the Purchasers and Prior Investors (by principal amount, other than First Agent) may appoint a replacement for Second Agent. If there is no Co-Agent available to serve (as a result of death, incapacity or resignation) for a period of 30 days and no replacement has accepted appointment, any Purchaser or Prior Investor may seek the appointment of an independent agent under clause (f) above.

(h) In the event that there are no Co-Agents available to serve and/or no Co-Agent is appointed and serving in such capacity hereunder, the Purchasers and Prior Investors agree that any Purchaser or Prior Investor shall have and may exercise alone any of the rights of a Co-Agent hereunder, and in so doing shall conduct all such activities pursuant to clause (d) above and shall be protected by the limitation of liability set forth in clause (d) above.

4.2 Costs and Expenses. The Company and each Purchaser shall be responsible for its own costs and expenses incurred in connection with the transactions contemplated by this Agreement and the SPAC Transaction.

4.3 Indemnity. Each Purchaser agrees to severally indemnify and hold harmless the Company and each other Purchaser, and their respective affiliates and their respective officers, directors, managers, stockholders, employees and agents from and against any and all loss, liability, claim, damage and expense whatsoever (including but not limited to any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation or any claim commenced or threatened, including attorney fees) arising out of or based upon any false or misleading representation or warranty hereunder, misinformation, breach or failure by such Purchaser hereunder or under any other document furnished or delivered by such Purchaser to any of the foregoing indemnified persons in connection with Purchaser's investment in the Company.

4.4 Entire Agreement. This Agreement, the Note, the Security Agreement, the Share Pledge Security Agreement and the Disclosure Documents constitute the full and entire understanding and agreement among the parties with regard to the subject matter hereof, and no party shall be liable or bound to any other in any manner by any representations, warranties, covenants or agreements except as specifically set forth herein and therein. No Purchaser has been granted any rights in connection with the Offering or the purchase of the Notes that have not been granted to all of the Purchasers (except as set forth in Section 4.1 of this Agreement).

4.5 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California without regard to its conflicts-of-law principles. The parties expressly acknowledge and agree that any judicial action to enforce any right of any party under this Agreement may be brought and maintained in the State of California, and the parties consent to the jurisdiction of the courts of the State of California, County of Orange, and the federal courts located in the Central District of the State of California. Accordingly, the parties hereby submit to the process, jurisdiction and venue of any such court. Each party hereby waives, and agrees not to assert, any claim that it is not personally subject to the jurisdiction of the foregoing courts in the State of California or that any action or other proceeding brought in compliance with this Section is brought in an inconvenient forum.

4.6 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto and shall inure to the benefit of and be enforceable by each Purchaser; provided, that (i) all rights of each Purchaser, including rights to receive a Warrant and Earn-out Shares, shall automatically be assigned to any transferee of such Purchaser's Note, and (ii) no Purchaser may assign its rights or obligations under this Agreement unless such Purchaser's Note is assigned in connection therewith.

4.7 Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

4.8 Amendment and Waiver. This Agreement may be amended or modified, and any provision hereunder may be waived, only upon the prior written consent of the Company and each Purchaser. Any amendment to which the Company agrees with any one Purchaser must be presented to each other Purchaser as soon as is practicable thereafter so that such other Purchasers may elect, in each such Purchaser's sole discretion, whether to enter into the same amendment with the Company.

4.9 Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed effectively given and received when delivered in person or when sent by facsimile (confirmed by telephone or electronic mail), or on the day after mailing if sent by national overnight courier service or by certified or registered mail, return-receipt requested, addressed as follows:

(a) if to the Company, at:

Noble Link Global Limited
c/o Ourgame International Holdings Limited
Tower B Fairmont, No. 1 Building
17th Floor
33# Community, Guangshun North Street
Chaoyang District
Beijing, 100102
China

with a copy to:

WPT Enterprises, Inc.
Attn: David Polgreen
17877 Von Karman Avenue
Suite 300
Irvine, CA 92614

(b) if to any Purchaser, at such Purchaser's address set forth on the signature page hereto.

4.10 Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement binding on the parties. Facsimile and electronically transmitted signatures shall be valid and binding to the same extent as original signatures. In making proof of this Agreement, it will be necessary to produce only one copy signed by the party to be charged.

4.11 Additional Purchasers. At any time after the date of this Agreement, and notwithstanding Section 4.8 above, one or more additional persons or entities may become a Purchaser under this Agreement by executing and delivering to the Company a counterpart of this Agreement. Immediately upon such execution and delivery in conjunction with the delivery of the Purchase Price by such person or entity (and without any further action), each such additional person or entity will become a party to, and will be entitled to the rights and benefits of, this Agreement as a Purchaser hereunder. In the event any such additional person or entity becomes a party to this Agreement as a Purchaser hereunder, the Company shall promptly provide to all of the Purchasers an updated Exhibit C listing all of the Purchasers and the Purchase Price of each Purchaser. Notwithstanding the foregoing, in no event may the aggregate principal amount of Notes issued and sold under this Agreement exceed Four Million Dollars ($4,000,000).

* * * * *

**SIGNATURE PAGES**

Please indicate how you would like your Notes to be registered (check one):

☐ Individual Ownership (One signature required below)

☐ Joint Tenants with Rights of Survivorship (All tenants must sign below)

☐ Tenants in Common (All tenants must sign below)

☐ Other (Please specify): _____

☐ Trust or IRA

☐ Corporation

☐ Limited Partnership

☐ Limited Liability Company

☐ General Partnership

**Total Note Amount: $_____**

* * * *

**I. Purchaser Information**

Name:_____

Social Security or Taxpayer Identification Number:_____

Home Address (individuals): _____
(Street) (City/State/Zip Code)

Jurisdiction of Organization (entities):_____

Principal Place of Business (entities): _____
(Street) (City/State/Zip Code)

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Contact Person (entities): _____

Date of Formation (entities): _____ Fiscal Year (entities): _____

**II. Accredited Investor Status under the Securities Act of 1933.**

Please initial all appropriate spaces below indicating the basis upon which Purchaser may qualify as an "accredited investor" under the Securities Act of 1933.

FOR INDIVIDUALS

_____ Purchaser has a net worth (or joint net worth together with the undersigned's spouse) in excess of $1,000,000, and has no reason to believe that such net worth will not remain in excess of $1,000,000 for the foreseeable future. *Please Note*: For purposes hereof, "net worth" means the excess of total assets at fair market value (excluding the value of a primary residence), over total liabilities (excluding liabilities secured by a primary residence, except to the extent that such liabilities exceed the fair market value of the primary residence).

_____ Purchaser had an annual income during the last two full calendar years of in excess of $200,000 (or joint annual income together with the undersigned's spouse of in excess of $300,000) and reasonably expects to have an annual income in excess of $200,000 (or joint annual income together with the undersigned's spouse of in excess of $300,000) during the current calendar year.

FOR CORPORATIONS, PARTNERSHIPS OR LIMITED LIABILITY COMPANIES

_____ Purchaser has total assets in excess of $5,000,000.

_____ All of the equity owners, unit owners and participants of Purchaser are accredited investors. If Purchaser initialed this statement and did not initial any of the preceding three statements, the Company in its sole discretion may require Purchaser to provide the Company with a list setting forth the names of all owners and participants and indicating the manner in which they qualify, and may require each such person to complete an accredited investor and qualified eligible person equity owner questionnaire in the form supplied by the Company.

_____ Purchaser is a broker-dealer registered under Section 15 of the Securities and Exchange Act of 1934.

FOR TRUSTS

_____ Purchaser has total assets in excess of $5,000,000, its purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in the Company.

_____ Purchaser is a revocable trust which may be amended or revoked at any time by the grantors thereof and all of the grantors are accredited investors and qualified eligible persons.

**III. Signatures.**

Purchaser Name: _____

Signature: _____
Name:_____
Title: _____

**ACCEPTED:**

oble Link Global Limited

By:_____
Name: _____
Title: _____
Dated: _____, 2019

**EXHIBIT A**

Form of Note

*(see attached)*

**EXHIBIT B**

**RISK FACTORS**

*You should carefully consider the risks described below before making a decision to invest in the Securities. If any of the following risks actually occurs, our business could be materially harmed. In that case, we may be unable to satisfy our obligations set forth in the Notes issued in the Offering, and you may lose all or part of your investment. You also should refer to the other information set forth in the Disclosure Documents, including but not limited to the public reports of Ourgame and Black Ridge, available at http://ir.ourgame.com/en/ir/info/report.html, and https://www.sec.gov/, respectively.*

**Our management will have broad discretion in using the net proceeds from the sale of the Notes.**

A substantial part of the proceeds from the sale of the Notes will be for additional working capital of the Company and its affiliates. The specific use will be in the discretion of our officers and Board of Directors, and it is not certain that such discretion will be beneficial to investors. Accordingly, prospective investors who invest in the Company will be entirely dependent on the judgment of management of the Company in connection with the use of proceeds related to the sale of the Notes. There can be no assurance that determinations ultimately made by management relating to the specific allocation of such proceeds will permit the Company to achieve its business objectives.

**Ownership of the Securities involves substantial risk, and you may lose your entire investment.**

The purchase of the Securities is a high-risk investment. Potential investors must be willing to risk the entire loss of their capital. No assurance or guaranty can be given as to the actual amount of financial return, if any, which may result from an investment in the Securities. Any remedies you may exercise under this Agreement, the Note, Security Agreement or Share Pledge Agreement will likely be shared on a pro rata basis with other Purchasers and the Prior Investors. **Any investment in the Securities should be considered a high-risk investment and any such investment should be restricted to an investor's risk capital only. YOU COULD LOSE YOUR ENTIRE INVESTMENT.**

**The Offering has not been registered under applicable securities laws, and you will not be able to transfer the Securities easily, if at all**

The Offering has not been registered under the Securities Act of 1933 or the securities laws of any state. Accordingly, the Securities cannot be sold or otherwise transferred unless such sale or transfer is subsequently registered under the Securities Act and applicable state securities laws, or unless exemptions from such registration are available. Consequently, you may not be able to transfer your Securities when you desire to do so, and for a value you deem to be sufficient.

**We may need to raise additional capital in the near future to fund our operations, and such capital may not be available to us in sufficient amounts or on acceptable terms.**

We may require additional sources of financing before we can generate revenues needed to sustain operations. In particular, management believes that our current cash is sufficient to continue operations of Allied Esports through September 2019, assuming the sale of Notes in the Offering in an aggregate amount of $4,000,000. Our operations, as currently conducted and anticipated to be conducted, generate costs related to the marketing and operation of the Allied Esports flagship Las Vegas Esports facility, the operation and maintenance of Allied Esport's mobile Esports trucks, and ongoing consulting, legal and accounting expenses.

If the SPAC Transaction is not ultimately consummated, we may be required to raise additional capital. Additional financing could be sought from a number of sources, including but not limited to additional sales of equity or debt securities, or loans from banks, other financial institutions or affiliates of the Company. We cannot be certain that any such financing will be available on terms favorable to us if at all. If additional funds are raised by the issuance of debt or other equity instruments, we may become subject to certain operational limitations, and such securities may have rights senior to the rights of our Noteholders and stockholders. If adequate funds are not available on acceptable terms, we may be unable to fund the current operations, expansion or growth of our business.

**There is no guarantee that we will consummate the SPAC Transaction.**

The consummation of the SPAC Transaction is subject to a number of terms and conditions, some of which are beyond our control. A potential acquisition by Black Ridge, a special purpose acquisition company, permits its shareholders to redeem their shares in advance of the transaction, and the terms of the Merger Agreement require, among other things, that Black Ridge has at least $80 million in cash or liquid securities remaining after such redemptions. Consequently, there is no guarantee that the SPAC Transaction will close, and the failure to do so would mean the Purchasers may have limited liquidity options and our business may suffer.

**EXHIBIT C**

**SECURED CONVERTIBLE PROMISSORY NOTES**

Exhibit 10.44

**SHARE PLEDGE SECURITY AGREEMENT**

THIS SHARE PLEDGE SECURITY AGREEMENT ("***Agreement***") is made as of May 17, 2019 by and among Noble Link Global Limited, a British Virgin Islands company (the "***Company***"), the persons respectively set forth on ***Exhibit A*** attached hereto (each a, "***Secured Party,***" and collectively, the "***Secured Parties***"), and the Subsidiaries (as defined herein).

**RECITALS**

WHEREAS, the Company is issuing certain Secured Convertible Promissory Notes as set forth on ***Exhibit A*** (the "***Notes***") to the Secured Parties in connection with the offering of up to $4,000,000 (the "***Offering Amount***") in Notes being conducted by the Company on the date hereof (the "***Offering***");

WHEREAS, the Company directly or indirectly owns all of the outstanding shares of the capital stock of all of the Subsidiaries. All of the outstanding shares of the capital stock of the Company and all of the outstanding shares of the capital stock of all of the Subsidiaries are referred to herein, collectively, as the "***Pledged Shares***"; and

WHEREAS, as a condition to each Secured Party's participation in the Offering, the Company promised to grant to such Secured Party a security interest in the Pledged Shares to secure the Company's timely payment and performance of all obligations of the Company set forth in the Note issued to such Secured Party, this Agreement and the Security Agreement (the "***Security Agreement***") dated as of the date hereof by and among the Company, the Secured Party and the other parties named therein (collectively, the "***Secured Obligations***"), upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises stated in the Recitals, which are hereby incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**AGREEMENT**

1. Security Interest. The Company and all of the Subsidiaries (all such parties are referred to herein, collectively, as the "***Pledgor***") hereby grants to each Secured Party a security interest in the Pledged Shares to secure the Company's timely payment and performance of the Secured Obligations. For purposes of this Agreement, "***Pledged Shares***" shall include:

a) all securities described as Pledged Shares in the second Whereas clause above;

b) all securities owned directly or indirectly by the Company that are issued in the future by any of the Subsidiaries, or any successor entity to, or purchaser or assignee of the assets of, the Company and/or any Subsidiary;

c) all securities of any new entity created after the date hereof (including pursuant to the SPAC Transaction, as defined in the Notes) that owns or operates any part of the business operated as of the date hereof by the Company and the Subsidiaries, which business is commonly known as the "World Poker Tour";

d) all rights embodied in or arising out of the status as the holder of each of the securities described in clauses (a)-(c) as an equity owner of the applicable issuer of such securities (each issuer, a "***Pledged Issuer***"), including, without limitation: (i) all economic rights, including, without limitation, all rights to share in the profits and losses of the Pledged Issuer and all rights to receive distributions of the assets of the Pledged Issuer; and (ii) all governance rights, including, without limitation, all rights to vote, consent to action and otherwise participate in the management of the Pledged Issuer and to obtain information concerning the business and affairs of the Pledged Issuer; and

e) the proceeds of each of the foregoing, including (i) all rights to payment, including returned premiums, with respect to any insurance relating to any of the foregoing, (ii) all rights to payment with respect to any claim or cause of action affecting or relating to any of the foregoing, and (iii) all security rights, rights to subscribe or contribute, stock splits, liquidating distributions, cash distributions, distributions paid in capital stock of the Pledged Issuers or other property of any kind which any Pledgor is or may hereafter be entitled to receive on account of any of the foregoing, including, without limitation, such distributions upon the sale, liquidation or dissolution of any Pledged Issuer or Pledged Shares.

2. Representations, Warranties and Covenants. Each Pledgor jointly and severally hereby represents, warrants and covenants to each Secured Party as follows:

a) Pledgor shall furnish to Secured Party, in form and at intervals as Secured Party may request, any information Secured Party may reasonably request regarding the Pledged Shares.

b) Pledgor is the sole and lawful owner of the Pledged Shares and has the right and authority to grant the security interest in the Pledged Shares to Secured Parties, and (i) none of the Pledged Shares are subject to any security interest, lien, claim, option or other encumbrance other than that in favor of the Secured Parties or the "Prior Investors," as defined in the Note Purchase Agreement between the Company and the Secured Party, and any other parties named therein, of even date herewith (the "***Note Purchase Agreement***"); (ii) no person, other than the Secured Parties or Prior Investors, has possession or control (as defined in the California Uniform Commercial Code) of any Pledged Shares of such nature that perfection of a security interest may be accomplished by control; and (iii) each Pledgor acquired its rights in the Pledged Shares in the ordinary course of business.

c) All of the Pledged Shares have been duly and validly issued by the applicable Pledged Issuer. There are no restrictions on the transfer of any of the Pledged Shares (other than as a result of this Agreement, the "First Bridge" (as defined in the Note Purchase Agreement) or applicable law, including any securities laws and regulations promulgated thereunder).

d) The Company and Subsidiaries are currently undergoing a corporate restructuring with respect to the WPT business, which will be consummated on or prior to May 31, 2019 (the "***Restructure***"). Schedule 2(d)(i) sets forth the organizational structure of the Pledgors as of the date hereof and Schedule 2(d)(ii) sets forth the organizational structure of the Pledgors after the Restructure. The Company will give written notice to the Secured Parties at least five days prior to the consummation of the Restructure (or any part thereof) and will give written notice to the Secured Parties immediately upon consummation of the Restructure (or any part thereof).

e) No authorization or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other person is required either (i) for the grant by Pledgor of the liens granted hereby or for the execution, delivery or performance of this Agreement by the Pledgor; (ii) for the perfection of or exercise by the Secured Parties of their rights and remedies hereunder except as may be required in connection with a disposition of the Pledged Shares by laws affecting the offering and sale of securities generally; or (iii) for the exercise by the Secured Parties of the voting or other rights provided for in this Agreement or the remedies in respect of the Pledged Shares pursuant to this Agreement except as may be required in connection with a disposition of the Pledged Shares by laws affecting the offering and sale of securities generally.

f) Pledgor shall keep the Pledged Shares free at all times from all claims, liens, security interests, options and encumbrances other than those in favor of Secured Parties and Prior Investors and shall cause the Company and all of the Subsidiaries and other Pledged Issuers to operate their businesses in the ordinary course of business, in accordance with past practices and to manage, protect, preserve and continue the operation of their businesses, including, without limitation that the Pledgor shall not sell, assign, transfer, encumber or license any World Poker Tour/WPT trademarks or other intellectual property to any third party (except pursuant to a Curing Transaction).

g) Other than pursuant to the Restructure and the transactions contemplated by the "Merger Agreement" (as defined in the Note Purchase Agreement), Pledgor will not, without the prior written consent of all Secured Parties, (i) sell, transfer or encumber, or permit to be sold, transferred or encumbered, any or all of the Pledged Shares; (ii) engage in any transaction involving the merger, sale or consolidation of Pledgor or any Pledged Issuer; (iii) directly or indirectly issue additional shares of common stock, options, warrants or other securities in the Company or any Subsidiary or any other Pledged Issuer (other than to Pledgor, in which case all such securities shall be Pledged Shares hereunder), or (iv) amend the organizational documents of the Pledged Issuers or otherwise diminish or impair any of its rights in, to or under any such Pledged Shares. If Pledgor shall directly or indirectly reclassify, readjust, or otherwise change the capital structure of any of the Company or any Subsidiary or create any new Pledged Issuer (including in connection with the Restructure or Merger Agreement), Pledgor shall give prompt notice to the Secured Parties explaining such change and shall cause any newly created Pledged Issuer to become party to this Agreement as a Pledgor.

h) No reorganization (past, present or future, including the Restructure and the transactions contemplated by the Merger Agreement) will serve to restrict or limit the ability of Secured Parties to exercise their rights under this Agreement. Any court or finder of fact is specifically instructed to broadly interpret any such changes or provisions in favor of Secured Parties (particularly including motions for a temporary restraining order and/or injunctive relief). The intent of the parties in allowing any reorganization or restructuring contemplated by the Merger Agreement is to expand and not in any way to contract the security interests and remedies of the Secured Parties hereunder.

i) Pledgor authorizes each Secured Party to do all acts and to execute or cause to be executed all writings requested or required to establish, maintain and continue an exclusive (with respect to the Secured Parties and Prior Investors) and perfected security interest of Secured Parties in the Pledged Shares.

j) Pledgor shall at all times maintain the security interest created by this Agreement as a first priority perfected security interest (but equal priority to the interests of the Prior Investors, to the extent applicable) and shall defend such security interest against the claims and demands of all persons whomsoever, other than the Secured Parties and Prior Investors, to the extent applicable. Pledgor shall take all steps reasonably necessary to protect, preserve and maintain all of their rights in the Pledged Shares.

k) Pledgor shall promptly notify the Secured Parties of (i) any lien on any of the Pledged Shares which would materially and adversely affect the ability of the Secured Parties to exercise any of their remedies for the benefit of the Secured Parties hereunder and (ii) the occurrence of any other event which could reasonably be expected to materially and adversely impair the security interests created hereby.

l) To the Pledgor's knowledge, there is no adverse claim (as defined in Division 8 of the Uniform Commercial Code) with respect to the Pledged Shares.

m) Pledgor at all times shall be in compliance with all applicable laws, including, without limitation, any laws, ordinances, directives, orders, statutes, or regulations, relating to the Pledged Shares.

n) The Secured Parties' abilities to exercise any or all of the remedies set forth herein in the Event of Default (as defined in Section 4) and after the Sale Period (as defined in Section 5(a)), including, but not limited to, the Secured Parties' abilities to control, vote and/or sell or transfer the Pledged Shares shall not be restricted in any way by any agreement between Pledgor and any affiliate or third party. The Secured Parties' control over the Pledged Shares in the Event of Default and after the Sale Period shall confer Secured Parties with unfettered control over the Pledged Issuers, the operation of their businesses and the disposition of their respective assets.

o) Secured Party may assign any of its interests in the Pledged Shares, who then shall have with respect to the Pledged Shares all the rights and powers of Secured Party under this Agreement. Pledgor will pay, when due, all taxes and other governmental charges levied or assessed upon or against any Pledged Shares.

p) Upon request of Secured Parties, Pledgor shall provide (i) their financial statements and other books and records with respect to Pledgor and the Pledged Shares and (ii) true, complete and correct copies of the Certificate of Incorporation, bylaws and any other governing document of each Pledgor and Pledged Issuer.

3. Rights of Secured Parties. Pledgor agrees that the Secured Parties (subject toSection 5 below) may, at any time, after the occurrence of an Event of Default (as defined below) take the following actions (i) notify the Pledgor to make payment to the Secured Parties of any amounts due or distributable with respect to the Pledged Shares; (ii) in either any Pledgor's name or any Secured Party's name enforce collection of any Pledged Shares by suit or otherwise, or surrender, release or exchange all or any part of it, or compromise, extend or renew for any period any obligation evidenced by the Pledged Shares; (iii) receive all proceeds of the Pledged Shares; and (iv) hold any increase or profits received from the Pledged Shares as additional security for the Secured Obligations, except that any money received shall, at the Secured Parties' option, be applied in reduction of the Secured Obligations, in such order of application as the Secured Parties may determine, or be remitted to the Company. Prior to an Event of Default, Secured Party shall have no financial or governance rights with respect to the Pledged Shares, including, without limitation, to (a) the exercise of any voting rights with respect to the Pledged Shares, specifically including but not limited to the execution and delivery of written consents, proxies or ballots or the exercise of any other rights of a holder of the Pledged Shares; or (b) receiving any economic benefits or proceeds from the Pledged Shares. Pledgor understands that the Secured Parties may exercise their rights as set forth above directly against the wholly-owned subsidiaries of the Company, which include: Peerless Media Limited, a Gibraltar company, WPT Distribution Worldwide Limited, a Gibraltar company, WPT Studios Worldwide Limited, a Gibraltar company, Club Services, Inc., a Nevada corporation, WPT Enterprises, Inc., a Nevada corporation, WPT Distribution USA, Inc., a Nevada corporation, and WPT Studios USA, Inc., a Nevada corporation (collectively, the "***Subsidiaries***"). Any economic benefit derived by the Secured Parties from exercising above rights against the Company or any of the Subsidiaries will be treated as payment towards the Secured Obligations. Notwithstanding anything to the contrary in this Agreement, the parties agree that, to the extent possible and applicable, except as specifically set forth in this Agreement or the other agreements contemplated hereby, the Secured Parties shall have the same rights and priority, and shall participate on a *pari passu* basis, with the Prior Investors with respect to any security or collateral rights held by both the Prior Investors and the Secured Parties.

4. Events of Default. Each of the following shall be an "***Event of Default***": (i) failure of the Company at any time to pay in full and as and when due any of the Secured Obligations, to perform any of the warranties, covenants or provisions contained or referred to in this Agreement or in any other agreement, document or other instrument evidencing any of the Secured Obligations, in each case within 30 days after written notice of such failure is delivered to the Company by Secured Parties; (ii) any other Event of Default under any of the Notes; and (iii) any other breach by any Pledgor of any representation, warranty or covenant under this Agreement, or any of the Notes, the Note Purchase Agreement or the Security Agreement and (iv) or any "Event of Default" under any of the Prior Notes or other First Bridge Documents (as such terms are defined in the Note Purchase Agreement). Notwithstanding anything to the contrary, none of the transactions contemplated in the Merger Agreement or the Restructure shall constitute an Event of Default under this Agreement.

5. Remedies Upon Event of Default.

a) Upon the occurrence of an Event of Default and concurrently with the running of the Sale Period described in Section (b) below, the Secured Parties may, but shall have no obligation to, exercise all remedies available against the Collateral described in the Security Agreement and under Guaranty of even date herewith executed by Ourgame International Holdings Limited and Allied Esports Media, Inc.

b) During the period beginning with the occurrence of an Event of Default and continuing for twelve (12) months thereafter (the "***Sale Period***"), the Company will use commercially reasonable efforts to enter into a sale of its equity or some other transaction (a "***Curing Transaction***") in order to raise sufficient funds to cure the Continuing Defect and satisfy all remaining Secured Obligations, including the Company's (and/or the Subsidiaries') possible buy-out of each Secured Party's security interest in the Pledged Shares. During such Sale Period, interest will accrue at the Default Interest Rate (as defined in the Note). The proceeds from any Curing Transaction will be directed to a custodial account of the Secured Parties' choosing so as to direct payment of any such proceeds towards payment of any Secured Obligations before any payment is made to the Company or its equity or other debt holders. Upon the occurrence of an Event of Default and during the Sale Period, the Pledgors shall operate their businesses in the ordinary course of business and manage, protect, preserve and continue the operation of their businesses. In the event that a Bankruptcy (as defined in the Notes) occurs, the Sale Period shall automatically and immediately terminate.

c) For clarity, prior to the end of the Sale Period, no Secured Party shall have financial or governance rights with respect to the Pledged Shares, including, without limitation, to (a) the exercise of any voting rights with respect to the Pledged Shares, specifically including but not limited to the execution and delivery of written consents, proxies or ballots or the exercise of any other rights of a holder of the Pledged Shares; or (b) receiving any economic benefits or proceeds from the Pledged Shares. However, during the Sale Period, the Company will keep the Secured Parties reasonably and regularly informed regarding the Company's activities and efforts to complete a Curing Transaction.

d) If the Company cannot enter into a Curing Transaction on or before the last day of the Sale Period, the Secured Parties may (but shall have no obligation to) exercise any one or more of the following rights or remedies; provided, however that the Secured Parties shall keep the Company and the Prior Investors reasonably and regularly informed of Secured Parties' activities hereunder (and generally and reasonably cooperate with the Prior Investors in connection therewith):

i. exercise all voting and other rights as holders of the Pledged Shares;

ii. exercise and enforce any or all rights and remedies available upon default to a secured party under the Uniform Commercial Code as in effect from time to time in the State of California (or similar applicable laws of any jurisdiction of organization of any Pledged Issuer), including the right of the Secured Parties to take control of the business and operations of the Pledged Issuers, to cause the Pledged Issuers to make distributions of cash or property to Secured Parties (which shall be used solely to satisfy the Secured Obligations) and/or to cause a sale of all or some of the equity or assets of the Company or any of the Subsidiaries or other Pledged Issuers, to third-party purchasers; and if notice to the Company of any intended disposition of the Pledged Shares or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given at least 10 calendar days prior to the date of intended disposition or other action;

iii. exercise or enforce any or all other rights or remedies available to the Secured Parties by law or agreement against the Pledged Shares, against Pledgor or against any other person or property, including all remedies described in Section 4 above;

iv. at any time or from time to time, to sell, assign and deliver, or grant options to purchase, all or any part of the Pledged Shares, or any interest therein, at any public or private sale. The Secured Parties shall not be liable for failure to collect or realize upon any or all of the Pledged Shares or for any delay in so doing nor shall the Secured Parties be under any obligation to take any action whatsoever with regard thereto;

v. to buy the Pledged Shares in the Secured Parties' own name(s) or in the name of a designee or nominee pursuant to any public or private sale permitted by the UCC or other applicable law. The Secured Parties shall have the right to execute any document or form, in its name or in the name of any Pledgor, that may be necessary or desirable in connection with such sale of the Pledged Shares;

vi. to sell all or any part of the Pledged Shares by a private placement, restricting bidders and prospective purchasers to those who will represent and agree that they are purchasing for investment only and not for distribution and otherwise in compliance with all applicable federal and state securities laws; and

vii. to make loans to any Pledged Issuer as the Secured Parties reasonably determine is necessary to maintain the business operations of the Pledged Issuers in the ordinary course (as such business was operated during the preceding 12 months), which loans shall bear interest at the Default Rate until repaid to Secured Parties.

e) Collection Expenses; *Pari Passu*. Upon the occurrence of an Event of Default, Pledgor shall pay the Secured Parties' reasonable out of pocket expenses to enforce their remedies under this Agreement and any unpaid amounts shall be included in the Secured Obligations. Each Secured Party acknowledges and agrees that all reasonable expenses incurred by any Secured Party in exercising any Remedial Action will be paid in first priority (but equal priority to any similar out-of-pocket expenses arising in connection with the First Bridge transaction) from any proceeds received by the Secured Parties in connection with any Remedial Action, and thereafter any remaining proceeds shall be divided amongst all Secured Parties (and Prior Investors, to the extent applicable) pro rata based on the outstanding principal and interest owing on each Note issued to the Secured Parties and "Prior Notes" (as defined in the Note Purchase Agreement) issued to the Prior Investors as part of the First Bridge as of the date of receipt of such proceeds. All proceeds from the sale, collection or other disposition of the Pledged Shares in connection with any enforcement shall be distributed on a *pari passu* basis based on the Secured Parties' (and Prior Investors', if applicable) pro rata interest of the aggregate outstanding principal amount and interest owing under the Notes (or Prior Notes, if applicable).

6. Authority to Execute. Each party executing this Agreement represents that (a) it is authorized to execute this Agreement, (b) this Agreement is a valid and binding obligation of such Party, and (c) and the execution of this Agreement does not conflict with or cause an event of default under any agreement or obligation to which such Party is bound. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on his or her own behalf, represents that he or she is authorized to execute this Agreement on behalf of said entity.

7. General Provisions.

a) Except as provided in paragraph (b) below, this Agreement can be waived, modified, amended, terminated or discharged, only explicitly in a writing signed by each Secured Party and the Company. A waiver signed by a Secured Party, and a consent provided by a Secured Party pursuant to this Agreement, shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any Secured Party's rights or remedies. Any amendment that the Company agrees to with any one Secured Party must be presented to each other Secured Party as soon as is practicable thereafter so that such other Secured Party may elect, in each such Secured Party's sole discretion, to enter into the same amendment.

b) At any time after the date of this Agreement, and so long as the total amount loaned by the Secured Parties under the Notes and secured by this Agreement does not exceed the Offering Amount, then one or more additional persons or entities may become a Secured Party under this Agreement by executing and delivering to the Company a counterpart of this Agreement. Immediately upon such execution and delivery in conjunction with the delivery of proceeds of such Secured Party's Note (and without any further action), each such additional person or entity will become a party to, and will be entitled to the rights and benefits of, this Agreement as a Secured Party hereunder. Upon such event, and notwithstanding paragraph (a) above, ***Exhibit A*** to this Agreement shall be amended by the Company without approval of any Secured Party to reflect the new Secured Party's Note.

c) All rights and remedies of the Secured Parties shall be cumulative and may be exercised singularly or concurrently, at the Secured Parties' option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other right or remedy.

d) All notices to be given by and among the parties hereto shall be deemed sufficiently given at the time of receipt after deposit in the United States mails, registered or certified, postage prepaid, or when personally delivered.

e) DAMAGES WAIVER. THE SECURED PARTIES DO NOT HAVE ANY FIDUCIARY RELATIONSHIP WITH, OR FIDUCIARY DUTY TO, THE PLEDGOR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE NOTES AND THE RELATIONSHIP BETWEEN THE SECURED PARTIES AND THE PLEDGOR, ON THE OTHER, IN CONNECTION HEREWITH AND THEREWITH IS SOLELY THAT OF CREDITOR AND DEBTOR. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PLEDGOR SHALL NOT ASSERT, AND THE PLEDGOR HEREBY WAIVE, ANY CLAIMS AGAINST THE SECURED PARTIES ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT, THE NOTES, ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

f) This Agreement shall be binding upon and inure to the benefit of Pledgor, the Secured Parties, and the Company and their respective heirs, representatives, successors and assigns. Pledgor shall not assign any of its duties herein without the prior written consent of each Secured Party. A Secured Party may assign its interests hereunder in connection with an assignment of its respective Note; provided that prior to such assignment, the transferee executes a joinder to this Agreement and agrees to be bound by the terms and conditions herein, in form and substance acceptable to the Company and the remaining Secured Parties.

g) Except to the extent otherwise required by law, this Agreement shall be governed by the laws of the State of California without regard to its conflicts-of-law principles and, unless the context otherwise requires, all terms used herein which are defined in Articles 1 and 9 of the Uniform Commercial Code. The venue for any action hereunder shall be in the State of California, County of Orange, and the federal courts located in the Central District of the State of California, whether or not such venue is or subsequently becomes inconvenient, and the parties consent to the jurisdiction of such courts.

h) If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

i) This Agreement may be executed in two or more counterparts, all of which together shall be deemed one original. Signatures may be delivered by electronic transmission.

j) Each Pledgor shall cooperate with the Secured Parties and, at such Pledgor's sole cost and expense, duly and promptly execute and deliver any and all further instruments and documents and take such further action as Secured Parties may deem reasonably necessary to perfect and continue perfected the lien created by this Agreement, including, without limitation, the execution of the agreement set forth in Schedule 7(j) hereto, any financing or continuation statements under the Uniform Commercial Code in effect from time to time. In addition, to the extent any of the Pledged Shares are certificated or in certificate form, Pledgor shall allow the Secured Parties to take possession or control (as defined in the California Uniform Commercial Code) of the certificates representing the Pledged Shares in order to perfect the security interest by control. The Secured Parties and their respective attorneys, advisors and agents, shall not incur any liability whatsoever for the holding or delivering documents or for taking any other action in accordance with the terms and provisions of this Agreement, for any mistake or error in judgment, for compliance with any applicable law or any attachment, order or other directive of any court or other authority (irrespective of any conflicting term or provision of this Agreement), unless occasioned by the exculpated person's own gross negligence or willful or wanton misconduct; and each other Secured Party hereby waives any and all claims and actions whatsoever against the Secured Parties and their respective officers, employees, attorneys and agents, arising out of or related directly or indirectly to any or all of the foregoing acts, omissions and circumstances. The security interest of the Secured Parties (and the Prior Investors, to the extent applicable) in the Pledged Shares shall be *pari passu* in all respects regardless of the time or order of attachment or perfection of such security interest, the time or order of filing of financing statements, obtaining control or any other circumstances whatsoever.

k) Secured Parties acknowledge that they have agreed to cooperate in exercising their rights hereunder as set forth in Section 4.1 of the Note Purchase Agreement.

In Witness Whereof, the parties have executed this Share Pledge Agreement as of the date first written above.

**COMPANY:**

NOBLE LINK GLOBAL LIMITED

By: _____
Name:
Its:

**SUBSIDIARIES:**

PEERLESS MEDIA LIMITED

By: _____
Name:
Its:

WPT DISTRIBUTION WORLDWIDE LIMITED

By: _____
Name:
Its:

WPT STUDIOS WORLDWIDE LIMITED

By: _____
Name:
Its:

CLUB SERVICES, INC.

By: _____
Name:
Its:

WPT ENTERPRISES, INC.

By: _____
Name:
Its:

WPT DISTRIBUTION USA, INC.

By: _____
Name:
Its:

WPT STUDIOS USA, INC.

By: _____
Name:
Its:

Signature page for that certain Share Pledge Security Agreement dated as of May 15, 2019 by and among Noble Link Global Limited, Secured Parties (as defined therein), and the Subsidiaries (as defined therein) (the "***Agreement***"). The undersigned hereby executes a counterpart thereof for purposes of becoming a "Secured Party" under the Agreement.

Date: May 15, 2019

Purchaser Name:

Signature: _____

Purchaser Name:

Signature: _____

Purchaser Name:

Signature: _____
Name: _____
Title: _____

Purchaser Name: _____

Signature: _____
Name: _____
Title: _____

**SCHEDULE 2(D)(i)**
**PRE-RESTRUCTURE ORGANIZATIONAL CHART**

**SCHEDULE 2(D)(ii)**
**POST-RESTRUCTURE ORGANIZATIONAL CHART**
**(see attached)**

**SCHEDULE 7(j)**

**POWER OF ATTORNEY AND CONTROL AGREEMENT**

Each of the undersigned (the "***Pledged Issuers***" or "***Pledgors***") hereby acknowledges and approves and consents to the terms of that certain Share Pledge and Security Agreement (as amended, restated, or modified from time to time, the "***Agreement***"), dated as of May 17, 2019 by and among Noble Link Global Limited, a British Virgin Islands company (the "***Company***"), the persons respectively set forth on Exhibit A attached thereto (each a, "***Secured Party***," and collectively, the "***Secured Parties***"), and the Subsidiaries (as defined herein) and other Pledged Issuers (as defined therein).

Each Pledgor hereby irrevocably appoints the Secured Parties as its attorneys-in-fact, coupled with an interest, at any time after the occurrence of an Event of Default and the end of the Sale Period (a) to arrange for the registration of the Pledged Shares on the books of the applicable Pledgor in the name of the Secured Parties or in the name of the Secured Parties' nominee in connection with the proper exercise of the Secured Parties' remedies as a secured party under the Uniform Commercial Code, and (b) to receive, endorse and collect all instruments made payable to Pledgor of any distribution or other payment on account of the Pledged Shares, or any part thereof, and to give full discharge for the same and to execute and file governmental notifications and reporting forms. Each Pledgor grants to the Secured Parties a power of attorney coupled with an interest to, following the occurrence of an Event of Default and the end of the Sale Period, execute all agreements, forms, applications, documents and instruments and to take all actions and do all things as could be executed, taken or done by the Pledgor in connection with the protection and preservation of the Pledged Shares or otherwise exercise their rights and remedies under this Agreement. This power of attorney is irrevocable and authorizes the Secured Parties to act for each Pledgor in connection with the matters described herein without notice to or demand upon the Pledgor except as otherwise provided herein. The Secured Parties shall provide a copy of any such document to Pledgor within 10 days of the date upon which such document was executed, but the Secured Parties' failure to do so shall not constitute a breach hereof unless the Secured Parties fail to provide a copy within 10 days after the Secured Parties' receipt of any request therefor.

If any Pledgor fails to execute or deliver any instruments or documents, or to perform any actions required under Section 7(j) of the Agreement, then each Pledgor authorizes the Secured Parties to execute and deliver the same and perform such acts in the name of Pledgor and on its behalf as its attorneys-in-fact in accordance herewith: (1) without any prior notice to the Pledgor if the Secured Parties determine that such instruments and/or documents or such acts are required to perfect or continue the perfection of the Secured Parties' security interest granted hereunder in the Pledged Shares; and (2) with 10 days prior notice to the Pledgor to execute or deliver any such instruments and/or documents or to perform any such acts if the Secured Parties determine that such instruments and/or documents or such acts are not required to perfect or continue the perfection of the Secured Parties' security interest granted hereunder in the Pledged Shares.

Each Pledged Issuer agrees that from and after the end of the Sale Period it will comply with all orders from and all instructions originated by the Secured Parties with respect to and directing transfers of all or any part of the Pledged Shares (as defined in the Agreement), including instructions that the transfer of the Pledged Shares (as defined in the Agreement) be registered or that the Pledged Shares be redeemed, whether by sale or otherwise, all without further consent from the Debtor or any Pledgor, and will not take any action contrary to, the terms of the Agreement.

Each Pledged Issuer acknowledges receipt of a copy of the Agreement and has registered the pledge of the Pledged Shares in the name of the Secured Parties.

The Pledged Issuer acknowledges that the Secured Parties are relying on the Agreement and the Pledged Issuer's agreement herein. The Pledged Issuer agrees that any offset or claim it may now or hereafter have against the Pledgor (or against the Pledgor' interests, claims or rights) shall be subordinate to the claims, rights and interests of the Secured Parties under the Agreement.

The signatory below hereby represents and warrants to the Secured Parties that it is duly authorized to execute and deliver this Control Agreement to the Secured Parties and thereby bind the Pledged Issuer as set forth herein and in the Agreement.

[BALANCE OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the undersigned Pledged Issuers have executed and delivered this Power of Attorney and Control Agreement by and through its duly authorized representative as of MAY 15, 2019.

NOBLE LINK GLOBAL LIMITED

By: _____
Name:
Its:

PEERLESS MEDIA LIMITED

By: _____
Name:
Its:

WPT DISTRIBUTION WORLDWIDE LIMITED

By: _____
Name:
Its:

WPT STUDIOS WORLDWIDE LIMITED

By: _____
Name:
Its:

CLUB SERVICES, INC.

By: _____

WPT ENTERPRISES, INC.

By: _____
Name:
Its:

WPT DISTRIBUTION USA, INC.

By: _____
Name:
Its:

WPT STUDIOS USA, INC.

By: _____
Name:
Its:

**EXHIBIT A**
**SECURED CONVERTIBLE PROMISSORY NOTES**

Exhibit 10.45

**SECURITY AGREEMENT**

This Security Agreement ("***Agreement***") is made as of May 17, 2019 by and among Allied Esports Media, Inc., a Delaware corporation ("***Grantor***"), Allied Esports International, Inc., a Nevada corporation ("***Allied Esports Nevada***") certain undersigned direct and indirect subsidiaries of Grantor, and the persons respectively set forth on ***Exhibit A*** attached hereto (each, a "***Secured Party***," and collectively, the "***Secured Parties***"). Any references to "***Esports Grantor(s)***" in this Agreement shall refer to Grantor, Allied Esports Nevada and each undersigned direct and indirect subsidiary of Grantor, together and each of them individually, as applicable.

**RECITALS**

WHEREAS, Noble Link Global Limited, a British Virgin Islands entity (the "***Company***"), is issuing certain secured Convertible Promissory Notes as set forth on ***Exhibit A*** (the "***Notes***") to the Secured Parties in connection with the offering of up to $4,000,000 (the "***Offering Amount***") in Notes being conducted by the Company on the date hereof (the "***Offering***") pursuant to that certain Convertible Note Purchase Agreement of even date herewith (the "***Note Purchase Agreement***") among the Company and the Secured Parties;

WHEREAS, Grantor and Allied Esports Nevada are indirect subsidiaries of the Company and will receive substantial benefit from the Offering;

WHEREAS, as a condition to each Secured Party's participation in the Offering, Esports Grantor is granting to such Secured Party a security interest in certain of the assets of Esports Grantor to secure the Company's timely payment and performance of all obligations of the Company set forth in the Note issued to such Secured Party, this Agreement and the Share Pledge Security Agreement among the Company, the Secured Party and the other parties named therein dated as of the date hereof (collectively, the "***Secured Obligations***"), upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises stated in the Recitals, which are hereby incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**AGREEMENT**

1. Security Interest and Collateral. Esports Grantor hereby grants to each Secured Party a security interest (the "***Security Interest***") in the following property (collectively, the "***Collateral***"):

Any and all furniture, fixtures, machinery, equipment, inventory, real property, cash, deposits (of every kind), receivables, accounts, securities, vehicles, prepaid insurance, supplies, patents, patent rights, copyrights, trademarks, trade names, royalty rights, franchise rights, chattel paper, license rights, documents, instruments, intellectual property, commercial tort claims, general intangibles and any and all other goods, now owned or hereafter acquired by Esports Grantors or any of the subsidiaries of Grantor or Allied Esports Nevada and wherever located, together with all substitutions and replacements for and products and proceeds of any of the foregoing property and, in the case of all tangible Collateral, together with (a) all accessories, attachments, parts, equipment, accessions and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (b) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such Collateral. For clarity, "Collateral" shall not include either (a) any of the Pledged Shares (as defined in the Share Pledge Security Agreement) or (b) any assets of the Pledged Issuers (as defined in the Share Pledge Security Agreement).

For purposes of this Agreement, "***Secondary Collateral***" means (i) all goods, inventory, equipment, fixtures, furniture, use permits, liquor licenses, improvements and other personal property of Grantor, presently, or which may hereafter be, situated in or on the Premises (as such term is defined in that certain Lease Agreement by and between Grantor and Ramparts, Inc. dated as of March 23, 2017) (the "***Lease Agreement***"), (ii) all tangible personal property of Grantor which is now or may hereafter serve and be located in the Premises, and (iii) all proceeds therefrom. Notwithstanding the foregoing, the following shall be excluded from the Secondary Collateral (but included in the Primary Collateral): any name, copyright, trademark or other intellectual property of Grantor and equipment such as copiers, computers and point-of-sale systems with a value of not more than $10,000 that are customarily leased or financed). "***Primary Collateral***" means all Collateral that is not Secondary Collateral.

2. Representations, Warranties and Covenants. Esports Grantors hereby jointly and severally represent, warrant and covenant to each Secured Party as follows:

(a) The Collateral will be used primarily for business purposes. The principal executive office of Grantor and Allied Esports Nevada are located at 70 Sir John Rogerson's Quay, Dublin 2, Ireland and 450 Fremont Street, Las Vegas, Nevada, 89101, USA, respectively.

(b) Esports Grantor has all necessary power and authority to enter into this Agreement and grant the Security Interests contemplated hereby on behalf of itself and its subsidiaries; Esports Grantor (or a subsidiary it controls) is the sole owner of and will have good and marketable title to the Collateral (other than sales of Collateral in the ordinary course of its business) and, except for the Rampart Lien (defined below), no person other than the Secured Parties and the "***Prior Investors***" (as defined in the Note Purchase Agreement) will have any right, title, claim or interest (by way of security interest, mortgage, pledge, lien, charge or other encumbrance in), against or to the Collateral;

(c) Esports Grantor agrees to do all reasonable acts (including execution of such other documents as a Secured Party may reasonably request) that may be reasonably necessary to maintain, preserve, protect and defend the Collateral, including Esports Grantor's title thereto, and the Security Interest therein, including, without limitation, to execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings that a Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and such Secured Party's rights under this Agreement (the costs of which shall be paid by Grantor);

(d) Esports Grantor hereby consents to the filing of any Uniform Commercial Code Financing Statements or foreign equivalent from time to time that a Secured Party deems necessary to perfect the Security Interest, the costs of which shall be paid by Esports Grantor;

(e) Esports Grantor shall not, without the prior written consent of each Secured Party, pledge, mortgage, encumber, or otherwise permit the Collateral to be subject to any lien, security, or charge other than the Security Interest (except that each Secured Party acknowledges and agrees that its security interest in the (i) Collateral is shared with the Prior Investors, and (ii) Secondary Collateral is a second-lien security interest subordinate to the security interest of Ramparts, Inc. in connection with the Lease Agreement (the "Rampart Lien");

(f) Esports Grantor shall not, without the prior written consent of each Secured Party, remove the Collateral or any records concerning the Collateral from its chief executive office, in each case except in the ordinary course of business;

(g) Esports Grantor shall not change its legal name, location, mailing address, type of organization, jurisdiction of organization or chief executive office prior to giving at least 10 business days' written notice to each Secured Party;

(h) All rights to payment and all instruments, documents, chattel papers and other agreements constituting or evidencing Collateral are (or will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, set-off or counterclaim (other than those arising in the ordinary course of business) of each account debtor or other obligor named therein or in Esports Grantor's records pertaining thereto as being obligated to pay such obligation;

(i) Esports Grantor directly holds and has good right, title and interest to substantially all of the business and assets of the esports business of the Company and its affiliates;

(j) Except in the ordinary course of business, Esports Grantor shall not transfer, sell, assign, dispose any of the Collateral, or engage in any transaction involving the merger, sale or consolidation of Esports Grantor other than pursuant to the transactions contemplated by the Merger Agreement (as defined in the Note Purchase Agreement). No reorganization (past, present or future) will serve to restrict or limit the ability of Secured Parties to exercise their rights under this Agreement. Any court or finder of fact is specifically instructed to broadly interpret any such changes or provisions in favor of Secured Parties (particularly including motions for a temporary restraining order and/or injunctive relief). The intent of the parties in allowing any reorganization or restructuring contemplated by the Merger Agreement is to expand and not in any way to contract the security interests and remedies of the Secured Parties hereunder; and

(k) Esports Grantor shall provide its financial statements and its other books and records with respect to Esports Grantor and the Collateral as a Secured Party may reasonably request in writing from time to time.

3. Remedies.

(a) As used herein, the term "***Event of Default***" shall mean the occurrence of any of the following:

(1) Failure of the Company at any time to pay in full and as and when due any of the Secured Obligations or to perform any of the warranties, covenants or provisions contained or referred to in this Agreement or in any other agreement, document or other instrument evidencing any of the Secured Obligations, in each case within 30 days after written notice of such failure is delivered to Grantor by a Secured Party;

(2) Failure of the Company, Grantor or Allied Esports Nevada at any time to perform any of the warranties, covenants or provisions contained or referred to in this Agreement, the Notes, the Note Purchase Agreement or the Share Pledge Security Agreement, of even date herewith, in each case by and among the Company, the Secured Parties and the other parties named therein; provided, however, to the extent such failure to perform is capable of being cured, such failure is not cured within 30 days after written notice of such failure is delivered to Grantor by a Secured Party;

(3) Any other Event of Default under any of the Notes or any "Event of Default" under any of the Prior Notes or other First Bridge Documents (as such terms are defined in the Note Purchase Agreement); or

(4) Esports Grantor's subjecting the Collateral to execution or other judicial process, or the loss, theft, substantial damage, destruction or transfer (other than in the ordinary course of Esports Grantor's business), of any of the Collateral.

(b) Upon the occurrence of an Event of Default, each Secured Party, subject to Section 4 below:

(1) Shall have and may exercise all rights and remedies accorded to secured parties upon a debtor's default under the Uniform Commercial Code, as adopted in the State of California and/or foreign equivalent or other applicable law with respect to the Primary Collateral;

(2) May declare payment of all of the Secured Obligations, in whole or in part, immediately due and payable without demand or notice; and

(3) May require Esports Grantor to take any and all action necessary to make the Primary Collateral available to such Secured Party;

(4) May, by delivery of written request to Esports Grantor, require Esports Grantor to sell and liquidate any or all of the Primary Collateral at Esports Grantors' sole cost and expense (and upon receipt of any such request Esports Grantor shall use its best efforts to so sell and liquidate any or all of the Primary Collateral).

(c) In the event that a deficiency with respect to the Secured Obligations exists after either (i) Secured Parties have used reasonable efforts to exercise all available self-help remedies available under the California UCC against the Primary Collateral (and, for clarity, in no event shall the Secured Parties be required to engage in or defend any litigation proceeding in so doing) or (ii) if Secured Parties have requested that Esports Grantor sell and liquidate the Primary Collateral, then after Secured Parties have either given Esports Grantor a reasonable period of time to take such action or Esports Grantor has failed to or has ceased to cooperate with such request, each Secured Party, subject to Section 4 below:

(1) Shall have and may exercise all rights and remedies accorded to Secured Parties upon a debtor's default under the Uniform Commercial Code, as adopted in the State of California and/or foreign equivalent or other applicable law with respect to the Secondary Collateral; and

(2) may require Esports Grantor to take any and all action necessary to make the Secondary Collateral available to such Secured Party; and

(3) may, by delivery of written request to Esports Grantor, require Esports Grantor to sell and liquidate any or all of the Secondary Collateral at Esports Grantors' sole cost and expense (and upon receipt of any such request Esports Grantor shall use its best efforts to so sell and liquidate any or all of the Secondary Collateral)

(d) Any deficiency with respect to the Secured Obligations that exists after the Secured Parties have used reasonable efforts to exercise all available self-help remedies available under the California UCC against the Primary Collateral and Secondary Collateral as described in Section 3(b) and (c) above shall be a continuing liability of the Company and Esports Grantor to such Secured Party.

(e) Upon the occurrence of an Event of Default, Esports Grantor shall pay the Secured Parties' reasonable out-of-pocket expenses to enforce their remedies under this Agreement. Each Secured Party acknowledges and agrees that all reasonable expenses incurred by any Secured Party to enforce its remedies under this Agreement will be paid in first priority (but equal priority to any similar out-of-pocket expenses arising in connection with the Prior Notes) from any proceeds received by any Secured Party in connection with such enforcement (unless paid directly by Esports Grantor), and thereafter any remaining proceeds shall be divided amongst all Secured Parties and the Prior Investors, pro rata based on the outstanding principal and interest owing on each Note issued to the Secured Parties, and Prior Notes issued to the Prior Investors, as of the date of receipt of such proceeds. All proceeds from the sale, collection or other disposition of the Collateral in connection with any enforcement shall be distributed on a *pari passu* basis based on the Secured Parties' and Prior Investors' pro rata interest of the aggregate outstanding principal amount and interest owing under the Notes and Prior Notes.

(f) Notwithstanding anything to the contrary in this Agreement, the parties agree that, to the extent possible and applicable, and except as otherwise set forth herein or any other agreement contemplated hereby, the rights and priority of the Secured Parties shall be equal to the rights and priority of the Prior Investors with respect to rights in or to any Collateral held by the Secured Parties and Prior Investors.

4. General Provisions.

(a) Except as provided in paragraph (b) below, this Agreement can be waived, modified, amended, terminated or discharged, only explicitly in a writing signed by each Secured Party and Esports Grantor. A waiver signed by a Secured Party, and a consent provided by a Secured Party pursuant to this Agreement, shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any Secured Party's rights or remedies. Any amendment that the Esports Grantor agrees to with any one Secured Party must be presented to each other Secured Party as soon as is practicable thereafter so that such other Secured Party may elect, in each such Secured Party's sole discretion, to enter into the same amendment with the Esports Grantor.

(b) At any time after the date of this Agreement, and so long as the total amount loaned by the Secured Parties under the Notes and secured by Esports Grantor does not exceed the Offering Amount, at any time after the date of this Agreement, one or more additional persons or entities may become a Secured Party under this Agreement by executing and delivering to Esports Grantor a counterpart of this Agreement. Immediately upon such execution and delivery in conjunction with the delivery of proceeds of such Secured Party's Note (and without any further action), each such additional person or entity will become a party to, and will be entitled to the rights and benefits of, this Agreement as a Secured Party hereunder. Upon such event, and notwithstanding paragraph (a) above, ***Exhibit A*** to this Agreement may be amended by Esports Grantor without the approval of any other Secured Party to reflect the new Secured Party's Note.

(c) All rights and remedies of the Secured Parties shall be cumulative and, except as expressly set forth herein, may be exercised singularly or concurrently, at the Secured Parties' option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other right or remedy.

(d) All notices to be given to Esports Grantor shall be deemed sufficiently given at the time of receipt after deposit in the United States mails, registered or certified, postage prepaid, or when personally delivered to Esports Grantor at its address set forth in Section 2(a) above.

(e) DAMAGES WAIVER. THE SECURED PARTIES DO NOT HAVE ANY FIDUCIARY RELATIONSHIP WITH, OR FIDUCIARY DUTY TO, THE COMPANY OR ESPORTS GRANTORS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE NOTES AND THE RELATIONSHIP BETWEEN THE SECURED PARTIES AND SUCH OTHER PARTIES IN CONNECTION HEREWITH AND THEREWITH IS SOLELY THAT OF CREDITOR AND DEBTOR. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY NOR ESPORTS GRANTORS SHALL ASSERT, AND THEY HEREBY WAIVE, ANY CLAIMS AGAINST THE SECURED PARTIES ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT, THE NOTES, ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(f) This Agreement shall be binding upon and inure to the benefit of Esports Grantor and the Secured Parties and their respective heirs, representatives, successors and assigns. Esports Grantor shall not assign any of its duties herein without the prior written consent of each Secured Party. A Secured Party may assign its interests hereunder in connection with an assignment of its respective Note; provided, that prior to such assignment, the transferee executes a joinder to this Agreement and agrees to be bound by the terms and conditions herein, in form and substance acceptable to Esports Grantor and the remaining Secured Parties.

(g) Except to the extent otherwise required by law, this Agreement shall be governed by the laws of the State of California without regard to its conflicts-of-law principles and, unless the context otherwise requires, all terms used herein which are defined in Articles 1 and 9 of the Uniform Commercial Code. The venue for any action hereunder shall be in the State of California, County of Orange, and the federal courts located in the Central District of the State of California, whether or not such venue is or subsequently becomes inconvenient, and the parties consent to the jurisdiction of such courts.

(h) If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications that can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

(i) This Agreement may be executed in two or more counterparts, all of which together shall be deemed one original. Signatures may be delivered by electronic transmission.

(j) Esports Grantors hereby authorize each Secured Party to file a copy of this Agreement as a financing statement with government authorities to the extent necessary to perfect Secured Party's security interest in the Collateral. Esports Grantors hereby irrevocably authorize each Secured Party at any time and from time to time to file in any filing office in any jurisdiction, to the extent necessary to perfect Secured Party's security interest granted hereunder, any initial financing statements and amendments thereto that indicate the Collateral as all assets of Esports Grantors, whether now owned or hereafter acquired or arising, and all proceeds and products thereof and as being of an equal or lesser scope or with greater detail. The security interest of the Secured Parties and Prior Investors in the Collateral shall be *pari passu* in all respects regardless of the time or order of attachment or perfection of such security interest, the time or order of filing of financing statements, or any other circumstances whatsoever.

(k) Secured Parties acknowledge that they have agreed to cooperate in exercising their rights hereunder as set forth in Section 4.1 of the Note Purchase Agreement.

*[signature page follows]*

In Witness Whereof, the parties have executed this Agreement as of the date first written above.

**GRANTORS:**

ALLIED ESPORTS MEDIA, INC.

By: _____
Name:_____
Its:_____

**ALLIED ESPORTS NEVADA:**

ALLIED ESPORTS INTERNATIONAL, INC.

By: _____
Name:_____
Its:_____

**ESPORTS ARENA LAS VEGAS, LLC**

By: _____
Name:_____
Its:_____

Signature page for that certain Security Agreement dated as of May 15, 2019 by and among Allied Esports Media, Inc., Allied Esports International, Inc., and Secured Party (as defined therein) (the "***Agreement***"). The undersigned hereby executes a counterpart thereof for purposes of becoming a Secured Party under the Agreement.

Dated: May 15, 2019

Purchaser Name:

Signature: _____

Purchaser Name:

Signature:_____

Purchaser Name:

Signature:_____
Name:_____
Title:_____

Purchaser Name:

Signature:_____
Name:_____
Title (if any):_____

**EXHIBIT**
**SECURED CONVERTIBLE PROMISSORY NOTES**

| Secured Party | Principal Amount of Note |
|---|---|
| Martin Weigold | $1,000,000 |
| Norbert Teufelberger | $1,000,000 |
| Lan Wu | $1,000,000 |
| Man Sha | $1,000,000 |
| | |
| **Total** | **$4,000,000** |

Exhibit 10.46

THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE, IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF SUCH ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, ALL AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO MAKER.

**SECURED CONVERTIBLE PROMISSORY NOTE**

$[ ] Date: May 17, 2019

For Value Received, Noble Link Global Limited, a British Virgin Islands entity (the "Maker"), promises to pay to the order of [ ] or his, her or its assigns ("Holder"), upon the terms set forth below, the principal sum of [ ] plus interest thereon. This Note is one of a series of Notes sold in connection with a Convertible Note Purchase Agreement entered into by the Maker, Holder, and other purchasers of Notes, dated as of May 17, 2019 (the "Note Purchase Agreement"). Holder acknowledges that if the closing of the transactions contemplated by that certain Agreement and Plan of Merger by and among Black Ridge Acquisition Corp. ("Black Ridge"), Black Ridge Merger Sub Corp. ("Merger Sub"), AEM, Maker, Ourgame International Holdings Ltd. ("Ourgame") and Primo Vital Ltd. (as amended or supplemented from time to time, the "Merger Agreement" and such transaction, the "SPAC Transaction") occurs and this Note remains outstanding thereafter, Allied Esports Media, Inc. (f/k/a Allied Esports Entertainment, Inc.) ("AEM") will become the successor of Maker under this Note and thereafter the obligations of Maker hereunder shall become the obligations of AEM.

1. Purchase Terms. The purchase price of this Note shall be payable on the date hereof.

2. Interest. Interest on the principal amount of this Note shall accrue from the date hereof until payment in full at an annual rate equal to 12% (the "Interest Rate"). Upon an Event of Default (as defined in Section 5(a) hereof), the interest rate shall increase to an annual rate of 15% (the "Default Interest Rate"). Interest shall be calculated on the basis of a 365-day year, based on the actual number of days elapsed. No payments of interest shall be due until the first to occur of (i) the Maturity Date (as defined in Section 3 below), or (ii) at such time as Maker prepays all or any portion of the principal amount of this Note (whether such payment is required by the terms of this Note or is voluntary). Interest will be payable only in cash or cash equivalents. For clarity, regardless of when the principal amount is repaid, Maker shall pay a minimum amount of interest equal to a full year of accrued interest at the Interest Rate. Interest will be payable only in cash or cash equivalents. Notwithstanding the foregoing, no interest shall be payable to Holder if Holder elects to convert this Note pursuant to Section 4. Notwithstanding anything to the contrary:

3. Maturity Date. Maker shall have the right to prepay this Note in full at any time prior to the Maturity Date hereof without the imposition of any prepayment fee or penalty by providing advance written notice of such intent to prepay at least 20 days in advance of the date of such prepayment. Prior to the date of such prepayment, Holder may convert this Note pursuant to Section 4. If Maker prepays this Note (including any accrued interest) in full, the "Maturity Date" will be the date of such prepayment; otherwise, the "Maturity Date" will be the first to occur of (a) such time as Holder demands payment in full, which demand may only be made during the Conversion Period or (b) the one-year anniversary of the date hereof. Unless converted by Holder pursuant to the terms of Section 4, the principal amount of this Note, together with interest thereon for the full one year (notwithstanding that this Note may have been outstanding for less than one year), shall be due and payable in full on the Maturity Date.

(a) For clarity, if the SPAC Transaction is consummated, then at any time during the Conversion Period, the Holder shall have the option to either (i) demand repayment of the entire principal amount of this Note, plus a full year of accrued interest (notwithstanding that this Note may have been outstanding for less than one year) or (ii) elect to convert the Note under Section 4(a) below.

(b) Notwithstanding anything to the contrary herein, if the SPAC Transaction is not consummated on or prior to October 11, 2019 (the "First Bridge Due Date") (and the Maturity Date has not otherwise occurred), then, as of the First Bridge Due Date (unless this Note is prepaid in full on such date), a full year of accrued interest (notwithstanding that this Note may have been outstanding for less than one year) will be added to the principal amount of this Note and thereafter the Default Interest Rate shall apply (beginning on the day following the First Bridge Due Date) until the Note is repaid in full.

4. Conversion.

(a) *Conversion Option*. Holder shall have an option, during the period commencing on as of the effective time of the SPAC Transaction and ending on the three month anniversary of such effective time (the "Conversion Period"), to convert or exchange (as the case may be), all, but not less than all, the remaining unpaid principal amount of this Note (but not any accrued interest), into a number of common shares of Black Ridge ("Black Ridge Common Stock") equal to (i) the principal amount of this Note, *divided by* (ii) $8.50 (the "Conversion Price"). The Conversion Price is initially equal to the price at which the shares of Ourgame and/or its affiliates (the "Ourgame Shares") will be converted into Black Ridge Common Stock under the terms of the Merger Agreement upon the closing of the SPAC Transaction. However, if the Ourgame Shares are converted into Black Ridge Common Stock at a different price, then the Conversion Price hereunder shall be automatically adjusted to be equal to such different price at which the Ourgame Shares are actually converted.

(b) The parties shall cooperate in good faith to effect the conversion rights set forth in Section 4(a) (which may require alternative structures), and shall execute any documents reasonably requested to effect the conversion rights in a manner that minimizes any taxes payable by Holder in connection with such conversion rights while maintaining the economic rights in connection with such conversion rights.

(c) *Conversion Procedure*. To convert this Note into Black Ridge Common Stock pursuant to Section 4(a), Holder shall surrender this Note (or an affidavit of lost instrument pursuant to Section 10 below) to Maker accompanied by an executed conversion notice, the form of which is attached hereto as Exhibit A (the "Conversion Notice"). The Conversion Notice shall state the Black Ridge Common Stock into which the Note shall be converted, and the name or names (with address(es)) in which the certificate or certificates of the Black Ridge Common Stock shall be issued, if Black Ridge Common Stock is to be certificated. As soon as practicable after the receipt of such Conversion Notice and the surrender of this Note, Maker shall (1) issue and deliver to the Holder one or more certificates for the Black Ridge Common Stock, if the Black Ridge Common Stock is certificated, and (2) provide for any fractional shares as provided in Section 4(d). Such conversion shall be deemed to have been effected on the date a properly completed Conversion Notice is submitted to Maker, as applicable (the "Conversion Date"). Upon the Conversion Date, the Holder's rights under this Note shall cease, and the person or persons in whose name or names the Black Ridge Common Stock shall be issuable upon such conversion shall be deemed to have become the holder(s) of record of Black Ridge Common Stock. The Maker shall provide written notices to Holder upon (i) any amendment of the Merger Agreement, (ii) the date that is at least thirty (30) days in advance of the anticipated consummation of the SPAC Transaction and (iii) the date that is at least five (5) days in advance of the anticipated consummation of the SPAC Transaction.

(d) *Fractional Shares*. No fractional shares of Black Ridge Common Stock shall be issuable upon conversion of this Note, but a payment in cash or cash equivalents will be made in respect of any fraction of a share of Black Ridge Common Stock that would otherwise be issuable upon the conversion of this Note, payable at the same time any interest is paid to Holder as set forth in Section 2 hereof.

(e) *Additional Agreements*. Holder acknowledges and agrees that all Black Ridge Common Stock issued to Holder will be subject to restrictions on transfer for a one-year period after the closing of the SPAC Transaction, pursuant to the terms set forth in the form of Lock-up Agreement attached to the Merger Agreement (the "Lock-up Agreement"). Holder hereby acknowledges that Holder is bound by the terms of the Lock-up Agreement, and agrees to execute the Lock-up Agreement upon request of Borrower or Black Ridge. In addition, Holder shall become party to the Registration Rights Agreement (as defined in Section 6.16 of the Merger Agreement), pursuant to which, under certain circumstances, the Black Ridge Common Stock issued to Holder will be registered for resale.

5. Security Interests. The obligations of the Maker set forth in this Note are secured by that certain Security Agreement, dated as of the date hereof, among Maker, Holder and the other parties named therein (the "Security Agreement"), and that certain Share Pledge Agreement, dated as of the date hereof, among Maker, Holder and the other parties named therein (the "Pledge Agreement").

(f) Events of Default. "Event of Default," wherever used herein, means any one of the following events (whatever the reason and whether it shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body):

(i) any failure by Maker to make any payment of principal or interest due under this Note within five (5) business days after the date on which Maker shall have been provided with notice of such payment failure;

(ii) any breach by Maker of any covenant, agreement, representation or warranty contained in this Note, the Note Purchase Agreement, the Security Agreement or the Pledge Agreement that is not cured within 30 days after the date on which Maker shall have been provided with notice of such breach;

(iii) any failure of Maker or any of its affiliates at any time to perform any of the warranties, covenants or provisions contained or referred to in this Note, the Note Purchase Agreement, the Security Agreement, the Pledge Agreement (a " Cross Default"), provided, however, to the extent such Cross Default is capable of being cured, such Cross Default is not cured within 30 days after written notice of such Cross Default is delivered to Maker by Holder. Notwithstanding anything to the contrary contained herein, the remedy upon an uncured Cross Default shall be as set forth in Section 5(b) hereof.

(iv) any commencement by Maker, Ourgame International Holdings Limited, AEM, or any direct or indirect subsidiary of any of the foregoing whose assets or shares are pledged as collateral under the Security Agreement or Share Pledge Agreement (each of the foregoing, a "Covered Entity") of a case under any applicable bankruptcy or insolvency laws as now or hereafter in effect or any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to a Covered Entity; or any commencement against a Covered Entity of any bankruptcy, insolvency or other proceeding which remains undismissed for a period of 90 days; or the adjudication of a Covered Entity as insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or the appointment of any custodian or the like for a Covered Entity or any substantial part of its property which continues undischarged or unstayed for a period of 90 days; or any general assignment by a Covered Entity for the benefit of its creditors; or any failure to pay or statement in writing by a Covered Entity indicating an inability to pay a Covered Entity's debts generally as they become due (any of the foregoing, a "Bankruptcy").

(v) any "Event of Default" as defined in the Prior Notes or other First Bridge Documents (as such terms are defined in the Note Purchase Agreement), including, without limitation, failure of Maker to pay all obligations outstanding under the Prior Notes on October 11, 2019.

(g) If any Event of Default occurs, the full principal amount of this Note, together with interest thereon (which shall be for at least one full year notwithstanding that this Note may have been outstanding for less than one year), shall become immediately due and payable upon written notice of such election by Holder. For so long as such Event of Default is continuing, the interest will accrue at the Default Interest Rate on the combined amount of the outstanding principal plus accrued interest as of the date of such Event of Default. Holder need not provide and the Maker hereby waives any presentment, demand, protest or other notice of any kind, and Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Holder agrees and acknowledges that upon the occurrence of an Event of Default, it must first use reasonable efforts to exercise all available self-help remedies available under the California UCC against the collateral described in the Security Agreement (and, for clarity, in no event shall the Holder be required to engage in or defend any litigation proceeding in so doing) before exercising its rights and remedies pursuant to the Security Agreement and the Pledge Agreement. Upon the occurrence of an Event of Default, the Maker shall cause the Company and all of the Subsidiaries (as such terms are defined in the Pledge Agreement) to operate their businesses in the ordinary course of business and to manage, protect, preserve and continue the operation of their businesses.

6. No Waiver of Holder's Rights. All payments of principal and interest shall be made without setoff, deduction or counterclaim. No delay or failure on the part of Holder in exercising any of its options, powers or rights, nor any partial or single exercise of its options, powers or rights shall constitute a waiver thereof or of any other option, power or right; and no waiver on the part of Holder of any of its options, powers or rights shall constitute a waiver of any other option, power or right.

7. Debt Covenant; Subordination. Maker agrees that from the date hereof until all obligations of Maker under the Note Purchase Agreement, all Notes, the Security Agreement and the Share Pledge Agreement have been satisfied in full, Maker shall not incur any additional indebtedness, other than trade credit incurred from vendors in the ordinary course of business in accordance with past practices. Any and all existing obligations or indebtedness of Maker to any of its equity holders, officers, directors and other affiliates and any and all obligations of any direct or indirect subsidiary of Maker to Maker or any such subsidiary hereby are, and shall remain, subordinated in all respects to the obligations of Maker to the Holders under the Notes, the Note Purchase Agreement, Security Agreement and Pledge Agreement.

8. Equal Dignity. All payments of principal and interest hereunder and distribution of any amounts collected under the Security Agreement and/or Pledge Agreement, as well as the issuance of Black Ridge Common Stock as set forth in Section 4 (if applicable), shall be made at the same time to each eligible Holder (including the "Prior Investors" as defined in the Note Purchase Agreement) without preference on a pro rata basis based on the outstanding principal and interest owing on the Note issued to such Holders as of the date of such payment or issuance. Additionally, to the extent applicable, all rights of Holder under this Note, the Note Purchase Agreement, the Security Agreement and the Pledge Agreement with respect to any security or collateral shall be, except to the extent otherwise set forth in such documents, *pari passu*, without preference, with the holders of Notes issued in the Offering (as defined in the Note Purchase Agreement) and with the holders of the Prior Notes.

9. Payments Free of Taxes. Any and all payments by or on account of any obligation of the Maker under the Note Purchase Agreement, this Note, or any other loan document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of Maker) requires the deduction or withholding of any Tax from any such payment by Maker, then Maker shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant governmental body in accordance with applicable law, and the sum payable by Maker shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section), Holder receives an amount equal to the sum it would have received had no such deduction or withholding been made. Maker shall indemnify Holder, within 10 days after demand therefor, for the full amount of any Taxes payable or paid by Holder or required to be withheld or deducted from a payment to Holder and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to Maker by Holder shall be conclusive absent manifest error. "Governmental Authority" shall mean any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, or any court, tribunal or arbitrator, in each case in any United States jurisdiction. "Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto, excluding any such amounts imposed as a result of Holder being a resident of, or being organized under the laws of, or having its principal office located in, the jurisdiction imposing such Tax (or any political subdivision thereof).

10. Successors and Assigns. This Note shall be binding upon Maker and its permitted successors and shall inure to the benefit of Holder and its successors and assigns. The term "Holder" as used herein, shall also include any endorsee, assignee or other holder of this Note. Maker shall not transfer, assign or delegate its obligations hereunder without the prior written consent of Holder.

11. Lost or Stolen Note. If this Note is lost, stolen, mutilated or otherwise destroyed, Maker shall execute and deliver to Holder a new promissory note containing the same terms, and in the same form, as this Note. In such event, Maker may require Holder to deliver to Maker an affidavit of lost instrument in respect thereof as a condition to the delivery of any such new promissory note.

12. Costs and Expenses. Maker will pay upon demand all reasonable costs and expenses of Holder, including reasonable attorneys' fees, incurred by Holder in enforcing its rights and remedies hereunder. If Holder brings suit (or files any claim in any bankruptcy, reorganization, insolvency or other proceeding) to enforce any of its rights hereunder and shall be entitled to judgment (or other recovery) in such action (or other proceeding), then Holder may recover, in addition to all other amounts payable hereunder, its reasonable expenses in connection therewith, including reasonable attorneys' fees, and the amount of such expenses shall be included in such judgment (or other form of award). Any costs and expenses owed Holder under this section shall be added to the amount due under this Note, shall be receivable therewith and shall be secured by the lien of, and other security interests created by, this Note, the Note Purchase Agreement, the Security Agreement and the Pledge Agreement.

13. Amendment and Waiver. This Note may be amended or modified, and any provision hereunder may be waived, only upon the prior written consent of the Maker and Holder. Any amendment that the Maker agrees to with any other holder of a note issued pursuant to the Note Purchase Agreement (collectively, the " Note Holders") or any holder of Prior Notes must be presented and offered to each other Note Holder and Prior Note holders as soon as is practicable thereafter so that such other Note Holders may elect, in each such Note Holder's sole discretion, to enter into the same amendment with the Maker.

14. Governing Law; Dispute Resolution. This Note, together with the Note Purchase Agreement, Security Agreement, and Share Pledge Agreement, constitute the entire agreement among the parties with respect to the subject matter hereof and thereof. They supersede any prior agreement or understanding among them with respect to the subject matter thereof, and this Note may not be modified or amended in any manner other than as set forth herein. This Note shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts-of-law principles thereof. The venue for any action hereunder shall be in the State of California, whether or not such venue is or subsequently becomes inconvenient, and the parties consent to the jurisdiction of the courts of the State of California, County of Orange, and the federal courts located in the Central District of the State of California. Accordingly, Maker and Holder hereby submit to the process, jurisdiction and venue of any such courts. Maker and Holder each hereby waives, and agrees not to assert, any claim that it is not personally subject to the jurisdiction of the foregoing courts in the State of California or that any action or other proceeding brought in compliance with this Section is brought in an inconvenient forum.

15. Maximum Interest. Notwithstanding anything to the contrary herein, the total liability for payments in the nature of interest hereunder shall not exceed the applicable limits imposed by any applicable state or federal interest rate laws. If any payments in the nature of interest, additional interest, and other charges made hereunder are held to be in excess of the applicable limits imposed by any applicable state or federal laws, it is agreed that any such amount held to be in excess shall be considered payment of principal and the principal balance shall be reduced by such amount in the inverse order of maturity so that the total liability for payments in the nature of interest, additional interest and other charges shall not exceed the applicable limits imposed by any applicable state or federal interest rate laws in compliance with the desires of Holder and the Maker.

*Signature page follows.*

In Witness Whereof, the undersigned has signed this Note on behalf of the "Maker" and not as a surety or guarantor or in any other capacity.

Noble Link Global Limited

By: _____
Name: _____
Its: _____

EXHIBIT A

**NOBLE LINK GLOBAL LIMITED**
**SECURED CONVERTIBLE PROMISSORY NOTE**

**CONVERSION NOTICE**

To Whom It May Concern:

Reference is made to that certain Secured Convertible Promissory Note dated _____ (as amended or restated from time to time, and including any replacements thereof, the "Note") issued by Noble Link Global Limited (the "Maker") in favor of _____ (including its assigns, "Holder") in the original principal amount of $_____. Capitalized terms used in this Notice shall have the respective meanings set forth in the Note.

Holder hereby exercises the option to convert the entire principal amount of the Note into the shares of common stock of Black Ridge as identified below (the "Conversion Shares"), in accordance with the terms of the Note, and directs that such Conversion Shares be issued in the name of, and if certificated, delivered, to Holder unless a different name has been indicated below. If this conversion involves fractional Conversion Shares, please issue the related check to the same person entitled to receive the Conversion Shares.

Dated: _____

Amount of Note to be converted: $_____

Conversion Shares to be issued: _____

If Conversion Shares are to be issued to anyone other than Holder, please provide the Tax Identification Number of the transferee:

_____

_____
Signature of Holder

Name and address of transferee/Holder for future notices:

_____
_____
_____

Exhibit 10.47

**GUARANTY**

This Guaranty ("***Guaranty***") is executed as of May 17, 2019 by and among Ourgame International Holdings Limited, a British Virgin Islands entity, Allied Esports Media, Inc. (f/k/a Allied Esports Entertainment, Inc.), a Delaware corporation (the "***Guarantors***"), and the persons respectively set forth on ***Exhibit A*** attached hereto (each, a "***Holder***," and collectively, the "***Holders***").

**RECITALS**

A. Noble Link Global Limited, a British Virgin Islands entity (the "***Company***"), is issuing certain secured Convertible Promissory Notes as set forth on ***Exhibit A*** (the "***Notes***") to the Holders in connection with the offering of up to $4,000,000 (the "***Offering Amount***") in Notes being conducted by the Company on the date hereof (the "***Offering***") pursuant to that certain Convertible Note Purchase Agreement of even date herewith (the "***Note Purchase Agreement***") among the Company and the Holders;

B. Guarantors are affiliates of the Company, and will receive substantial benefit from the Offering;

C. As a condition to Holders' purchase of the Notes, Guarantors have agreed to enter into this Guaranty and guarantee any and all obligations of the Company under the Notes, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

**AGREEMENT**

1 . Guarantee. Subject to the terms herein, Guarantors hereby absolutely, unconditionally and irrevocably guarantee (as primary obligor and not as surety) to Holders the full prompt, absolute and punctual payment when due of any and all obligations of the Company under the Notes and any amendment, renewal, replacement, supplement or extension thereof (the "***Guaranteed Obligations***"), to be fully satisfied whenever the Guaranteed Obligations become due, whether on demand, at maturity or by reason of acceleration. Guarantors hereby agree that, upon the failure of the Company to pay the Guaranteed Obligations as and when the same shall become due to a Holder, the Guarantors shall, upon receipt of written demand from such Holder, pay, or cause to be paid, in cash, by wire transfer of immediately available funds, directly, to the Holder an amount equal to the amount of the Guaranteed Obligations then due to such Holder.

2 . Obligations Absolute. This is an absolute, unconditional and continuing guarantee of payment of the Guaranteed Obligations and shall continue to be in force and be binding upon Guarantors until the satisfaction in full of all Guaranteed Obligations. This Guaranty may not be revoked. The obligations of Guarantors hereunder shall remain in full force and effect without regard to, and shall not be affected or impaired by any act or thing (except full payment and discharge of all Guaranteed Obligations) including any of the following, any of which may occur or be taken without the consent of, or notice to, any Guarantor: (a) express or implied amendment, modification, renewal, addition, supplement, extension (including, without limitation, extensions beyond the original term) or acceleration of or to the Notes; (b) exercise or non-exercise by the Company or any Holder of any right or privilege under any Note; or (c) the failure, omission or delay on the part of any Holder in exercising any rights hereunder or in taking any action to collect or enforce payment or performance of the obligations guaranteed hereby or in enforcing observance or performance of any agreement, covenant, term or condition to be performed or observed under the Notes. This Guaranty is a guarantee of payment and not merely of collection and is not contingent upon the genuineness, validity, regularity or enforceability of the Notes or any other agreement.

3 . Waiver. Guarantors unconditionally waive any defense to the enforcement of this Guaranty, including without limitation, all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty. The Guarantors waive and will not assert, plead, or enforce against any Holder (i) any defense available to the Company of waiver, release, discharge, or disallowance in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, incapacity, minority, usury, illegality or unenforceability which may be available to the General Partner or the Partnership in respect of any of the Guaranteed Obligations or any documentation thereof and (ii) all other defenses under applicable law that would (but for this sentence) be available to the Guarantor as a defense to its obligations hereunder. The liability of the Guarantors under this Guarantee shall not be affected or impaired by any voluntary or involuntary liquidation, dissolution, sale, or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar event or proceeding affecting the Company or the Guarantors or any of their respective assets. WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISION SET FORTH IN THIS GUARANTY, GUARANTOR HEREBY ABSOLUTELY, KNOWINGLY, UNCONDITIONALLY, AND EXPRESSLY WAIVES AND AGREES NOT TO ASSERT ANY AND ALL BENEFITS OR DEFENSES ARISING DIRECTLY OR INDIRECTLY UNDER ANY ONE OR MORE OF CALIFORNIA CIVIL CODE SECTIONS 2787-2808, 2811-2846, 2848, 2849, AND 2850-2855, 2899 and 3433 CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 580a, 580b, 580c, 580d, AND 726, AND CALIFORNIA UNIFORM COMMERCIAL CODE SECTIONS 3116, 3118, 3119, 3419 AND 3605.

4 . Independent and Separate Obligations. Holders' rights hereunder shall not be exhausted until all of the Guaranteed Obligations have been fully paid and performed. Holders shall not be required first to resort for payment of the Guaranteed Obligations to the Company (or any of its affiliates) or any other person, or against any collateral security before enforcing this Guaranty with respect to Guarantor.

5 . Expenses. Guarantors agree to pay all costs and expenses, including reasonable attorneys' fees, that may be incurred by any Holder in any effort to collect or enforce the Guaranteed Obligations hereunder.

6. Amendments. Neither this instrument nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

7 . Successors; Assignment. All of the terms of this Guaranty shall be binding upon Guarantors and their successors and assigns and shall inure to the benefit of Holders and their respective successors and assigns; *provided, however*, that Guarantors shall not assign any of their rights or obligations hereunder unless Holders consent in in writing to such assignment.

8 . Severability. If any one or more of the provisions of this Guaranty should be determined to be illegal or unenforceable, all other provisions shall remain effective.

9 . Governing Law. Except to the extent otherwise required by law, this Guaranty shall be governed by the laws of the State of California without regard to its conflicts-of-law principles and, unless the context otherwise requires, all terms used herein which are defined in Articles 1 and 9 of the Uniform Commercial Code. The venue for any action hereunder shall be in the State of California, County of Orange, and the federal courts located in the Central District of the State of California, whether or not such venue is or subsequently becomes inconvenient, and the parties consent to the jurisdiction of such courts.

10. Term. The obligations of Guarantors under this Guaranty shall continue in full force and effect until the satisfaction in full of all of the Guaranteed Obligations.

11. Additional Holders. At any time after the date of this Guaranty, and so long as the total amount loaned by Holders under the Notes does not exceed the Offering Amount, at any time after the date of this Guaranty, one or more additional persons or entities may become a Holder under this Guaranty by executing and delivering to Guarantors a counterpart of this Agreement. Immediately upon such execution and delivery in conjunction with the delivery of proceeds of such Holder's Note (and without any further action), each such additional person or entity will become a party to, and will be entitled to the rights and benefits of, this Guaranty as a Holder hereunder. Upon such event, and notwithstanding Section 6 above, ***Exhibit A*** to this Guaranty may be amended by Guarantors without the approval of any other Holder to reflect the new Holder's Note.

12. Acknowledgment. Holders acknowledge that they have agreed to cooperate in exercising their rights hereunder as set forth in Section 4.1 of the Note Purchase Agreement. Notwithstanding anything to the contrary in this Guaranty, the Holders agree that, to the extent possible and applicable, and except as otherwise set forth herein or any other agreement contemplated hereby, the rights and priority of the Holders shall be equal to the rights and priority of the other Holders.

13. Remedies Cumulative. All remedies afforded to the Holders by reason of this Guaranty are separate and cumulative remedies and it is agreed that no one of such remedies, whether or not exercised by the Holder(s), shall be deemed to be in exclusion of any of the other remedies available to the Holders and no one of such remedies shall in any way limit or prejudice any other legal or equitable remedy which the Holders may have hereunder and with respect to the Guaranteed Obligations. Mere delay or failure to act shall not preclude the exercise or enforcement of any rights and remedies available to the Holders.

14. Costs and Expenses. The Guarantors will pay or reimburse the Holders on demand for all documented out-of-pocket expenses (including without limitation in each case all reasonable fees and expenses of counsel) incurred by the Holders arising out of or in connection with the successful enforcement of rights under this Guaranty against the Guarantors, including, but not limited to, in any civil action, arbitration proceeding or bankruptcy proceeding that is filed, tried or appealed.

15. Financial Condition of Company. Guarantors represent and warrant to Holders that Guarantors are currently informed of the financial condition of the Company and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Guaranteed Obligations. Guarantors further represent and warrant to Holders that Guarantors have read and understand the terms and conditions of the Notes and related security agreements. Guarantors hereby covenant that they will continue to keep informed of the Company's financial condition, the financial condition of other guarantors, if any, and of all other circumstances which bear upon the risk of nonpayment or nonperformance of the Guaranteed Obligations.

16. Subordination. Each Guarantor hereby agrees that any and all present and future indebtedness of Holders or the Company (or its affiliates) owing to Guarantor is postponed in favor of and subordinated to payment, in full, in cash, of the Guaranteed Obligations. In this regard, no payment of any kind whatsoever shall be made with respect to such indebtedness until the Guaranteed Obligations have been indefeasibly paid in full.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty as of the date first written above.

**GUARANTOR:**

ALLIED ESPORTS MEDIA, INC.

By_____:
Name:
Its:

**GUARANTOR:**

OURGAME INTERNATIONAL HOLDINGS LIMITED

By_____:
Name:
Its:

[Remainder of page intentionally left blank]

Signature page for that certain Guaranty dated as of May 15, 2019 by and among Ourgame International Holdings Limited, Allied Esports Media, Inc., and Holders (as defined therein) (the "***Agreement***"). The undersigned hereby executes a counterpart thereof for purposes of becoming a Holder under the Guaranty.

Dated: May 15, 2019

Purchaser Name:

Signature:_____

Purchaser Name:

Signature:_____

Purchaser Name:

Signature:_____
Name:_____
Title:_____

Purchaser Name: _____

Signature:_____
Name:_____
Title (if any):_____

**EXHIBIT A**
**SECURED CONVERTIBLE PROMISSORY NOTES**

Exhibit 10.48

**AMENDMENT AND ACKNOWLEDGEMENT AGREEMENT**

This Amendment and Acknowledgement Agreement ("Agreement"), is dated effective as of August 5, 2019, among Ourgame International Holdings Limited, a Cayman Islands corporation ("Ourgame"), Noble Link Global Limited, a British Virgin Islands entity ("Noble"), Black Ridge Acquisition Corp., to be known after the Closing Date (defined below) as Allied Esports Entertainment, Inc., a Delaware corporation ("Black Ridge"), certain undersigned direct and indirect subsidiaries of Ourgame and Noble (the "Borrower Parties") and the undersigned Note holders (the "Purchasers" and collectively with Ourgame, Noble, and Black Ridge, and the Borrower Parties, the "Parties").

A. Certain of the Purchasers purchased Secured Convertible Promissory Notes (the "First Bridge Notes") in a $10,000,000 private placement offering (the "First Bridge") of Ourgame pursuant to the terms and conditions of that certain Convertible Note Purchase Agreement, dated as of October 11, 2018 (the "First Purchase Agreement"), between Ourgame and the Purchasers.

B. Certain of the Purchasers purchased Secured Convertible Promissory Notes (the "Second Bridge Notes," together with the First Bridge Notes, collectively, the "Notes") in a $4,000,000 private placement offering (the "Second Bridge," together with the First Bridge, collectively, the "Bridge Transactions") of Noble pursuant to the terms and conditions of that certain Convertible Note Purchase Agreement, dated as of May 17, 2019 (the "Second Purchase Agreement"), between Noble and the Purchasers. The First Purchase Agreement and Second Purchase Agreement, together with the Notes, security agreements, share pledge security agreements, guarantees and other documents executed in connection therewith or contemplated thereby are each referred to herein as a "Bridge Document," and collectively as the "Bridge Documents."

C. In order to facilitate the closing of the SPAC Transaction (as defined in the First Purchase Agreement and Second Purchase Agreement), the Purchasers have agreed to, among other things, temporarily extend the maturity date of their respective Notes, upon the terms and conditions set forth in this Agreement.

For good and valuable consideration, the Parties hereby acknowledge, declare and agree as follows:

1. Condition Precedent. None of the terms of this Agreement shall become effective and/or apply to the Bridge Documents unless and until both (i) the date of the consummation of the SPAC Transaction (the "Closing Date") and (ii) all of the Purchasers in the First Bridge and Second Bridge have executed and delivered this Agreement.

2. Extension of Maturity Date. Each Purchaser hereby agrees that the Maturity Date of its Note(s) shall be the 380th day (i.e., one year and two weeks) after the Closing Date. Notwithstanding the foregoing, at any time during the period between the Closing Date and the Maturity Date (the "Extension Period"), each Purchaser may convert the outstanding principal amount of such Purchaser's Note into shares of Black Ridge, on the same terms as set forth in each such Purchaser's applicable Note (as amended), and the shares of Black Ridge shall not be subject to any lock-up or prohibitions on transfer from Black Ridge. On the Closing Date, Black Ridge and Ourgame shall provide written notice to each of the Purchasers of the Conversion Price at which the Purchasers may so convert or exchange. The Parties agree and acknowledge that during the Extension Period, the Parties may agree to conversion terms different than those set forth in the Bridge Documents; such terms, if any, will be documented in a written agreement by and between Black Ridge and the Purchasers and Black Ridge hereby agrees to offer the lowest conversion price so agreed by Black Ridge with any Purchaser to all Purchasers. No default or Event of Default shall be deemed to have occurred under any of the Bridge Documents on the Closing Date as a result of the consummation of the SPAC Transaction or the extension of the Maturity Date as set forth herein; provided that the failure of Black Ridge, or any other direct or indirect subsidiary of Black Ridge, to comply with the terms of this Agreement and/or the Bridge Documents following consummation of the SPAC Transaction shall constitute an Event of Default under the Bridge Documents (without limiting any other Events of Default specified in the Bridge Documents).

3. Interest. Notwithstanding anything to the contrary set forth in the Notes, if any interest is required to be paid pursuant to any Note, the aggregate interest paid under such Note shall be the greater of (a) 18 months of accrued interest thereunder; or (b) the sum of (i) the actual interest that would be due based on the applicable interest rate(s) specified in the Note and the amount of time the Note was outstanding prior to repayment plus (ii) 6 months of interest at the applicable non-default interest rate (the "Minimum Interest"). For clarity, such Minimum Interest shall also apply to increase the amount that Purchasers are owed if an Event of Default occurs.

4. Assignment of Obligations under Bridge Documents. Effective as of the Closing Date, (i) any and all obligations of Ourgame and Noble under the Bridge Documents (the "Assigned Obligations") are hereby assigned to, and shall be the sole obligations of, Black Ridge, and (ii) Black Ridge hereby accepts the assignment of the Assigned Obligations and promises to fully and completely satisfy the Assigned Obligations as they become due under the terms of the Bridge Documents (as amended hereby). Effective as of the Closing Date, each Purchaser releases Ourgame from any and all Assigned Obligations.

5. Remedies under Share Pledge Agreements. The Bridge Documents include Share Pledge Security Agreements dated October 11, 2018 and May 17, 2019 (the "Pledge Agreements") by and among Ourgame, Noble, and the Purchasers. The Pledge Agreements are hereby amended (a) to remove the requirements that, prior to the exercise by the Purchasers of their rights and remedies thereunder in connection with any "Event of Default," that Noble (or its successors and assignees) may conduct a "Curing Transaction" during any "Sale Period" (each as defined in the Pledge Agreements) and (b) to remove in all respects the limitations on the rights of the Purchasers set forth in each of the Pledge Agreements that would otherwise have applied during the Sale Period (as defined in the Pledge Agreements) and (c) so that Purchasers may immediately exercise all rights and remedies upon an "Event of Default" under applicable law and pursuant to the Pledge Agreements regardless of restrictions or requirements with respect to the "Remedial Actions", "Curing Transaction" or "Sale Period" as set forth in the Pledge Agreements.

6. Collateral under Security Agreements and Share Pledge Agreements. In addition to the Pledge Agreements (as defined above), the Bridge Documents include Security Agreements dated October 11, 2018 and May 17, 2019 (the "Security Agreements") by and among Ourgame, Noble, and the Purchasers. The Pledge Agreements are hereby amended such that, as of the Closing Date, Black Ridge shall automatically become party thereto as a "Pledgor" (as defined in the Pledge Agreements) and the security interests granted thereunder shall be expanded to include all securities and investment property owned by Black Ridge, directly or indirectly, in any of its direct or indirect subsidiaries (which securities shall be added to the definition of Pledged Shares and which subsidiaries shall be added to the definition of Pledged Issuers and Subsidiaries under such Pledge Agreement). The Security Agreements are hereby amended such that, as of the Closing Date, Black Ridge and its direct or indirect subsidiaries shall each become party thereto as an "Esports Grantor" (to the extent they are not already party thereto and as defined in the Security Agreements) and the security interests granted thereunder and the definition of Collateral thereunder, shall be expanded to include all property and assets, including without limitation all investment property and any other rights, assets or properties in which it is possible to grant a security interest, in each case owned by Black Ridge and each of its direct and indirect subsidiaries. Black Ridge and Purchasers hereby agree that while the obligations under the Notes are outstanding (and prior to any Event of Default under the Bridge Documents), (i) any Collateral of the Allied Esports' business may be sold either inside or outside the ordinary course of business without the consent of the Purchasers, except that no trucks used by this business shall be sold without the prior consent of the Purchasers, (ii) Collateral of the World Poker Tour Business shall not be sold either inside or outside the ordinary course of business except with the consent of the Purchasers; provided that Collateral of the World Poker Tour business (other than any material trademark or other intellectual property) up to an aggregate proceeds of $50,000 may be sold without such consent either inside or outside the ordinary course of business and (iii) Pledged Shares shall not be sold without the consent of the Purchasers (whether inside or outside the ordinary course of business. For the avoidance of doubt, once an Event of Default has occurred and is continuing, there shall be no sales of Collateral or Pledged Shares without the prior written consent of the Purchasers. For the avoidance of doubt, this will include any indemnity payment associated with any withholding taxes that may be due under Section 7 of this Agreement. Black Ridge will use its reasonable best efforts to pre-pay the Notes as promptly as possible. Notwithstanding anything to the contrary in the Security Agreements or Pledge Agreements, as amended herein, in no event shall the Purchasers have any security interest in any cash held in the escrow account maintained by Continental Stock Transfer & Trust Company (the "Escrow Agent") pursuant to the terms of the Escrow Agreement dated August 5, 2019 by and among Simon Equity Development, LLC, Escrow Agent and Black Ridge or its affiliates.

7. Payments Free of Taxes. Any and all payments by or on account of any obligation of Black Ridge (or any of its affiliates) under the Bridge Documents shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of Black Ridge) requires the deduction or withholding of any Tax from any such payment by Black Ridge, then Black Ridge shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant governmental body in accordance with applicable law, and the sum payable by Black Ridge shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section), each Purchaser receives an amount equal to the sum it would have received had no such deduction or withholding been made. Black Ridge shall indemnify each Purchaser for the full amount of any Taxes payable or paid by Purchaser or required to be withheld or deducted from a payment to Purchaser and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to Black Ridge by Purchaser shall be conclusive absent manifest error. The amount required to be indemnified and paid by Black Ridge to each Purchaser hereunder shall be paid to such Purchasers simultaneously with any payment made under the Bridge Documents to such Purchasers, and if not so simultaneously made, then it shall be paid within 10 days after demand therefor. "Governmental Authority" shall mean any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, or any court, tribunal or arbitrator, in each case in any United States jurisdiction. "Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto, excluding any such amounts imposed as a result of Purchaser being a resident of, or being organized under the laws of, or having its principal office located in, the jurisdiction imposing such Tax (or any political subdivision thereof). For clarity, it is the express intention of the Parties hereto that the provisions of this Section 7 are deemed incorporated into and made a part of each of the Notes.

8. Relief from the Automatic Stay. As a material inducement to Purchasers to enter into this Agreement, each of Noble, Ourgame and Black Ridge hereby stipulates that, in the event that it becomes subject to a bankruptcy or other insolvency proceeding at a time when it has obligations outstanding under the Bridge Documents: (a) Purchasers will be entitled to an immediate and absolute lifting of any automatic stay, imposed by 11 U.S.C. § 362 or any similar stay or suspension of remedies, thereby allowing the enforcement of Purchasers' remedies under the Bridge Documents and (b) it will not contest any application or motion by Purchasers to lift or vacate any such stay.

9. Lockups. Black Ridge covenants that it will not allow any transfer to any person of any of the 3,450,000 shares of Black Ridge common stock issued to Black Ridge Oil & Gas, Inc. (the "Sponsor") prior to Black Ridge's initial public offering (the "IPO"), any of the 445,000 units (and underlying securities) issued to the Sponsor simultaneously with the IPO or any securities of Black Ridge issuable to the Sponsor upon conversion of outstanding convertible promissory notes in connection with the SPAC Transaction unless and until the recipient thereof has executed a customary form of lock-up agreement by which recipient agrees not to transfer or otherwise deal in any manner (including selling them using derivatives) with respect to such securities until such time as all amounts owed to Purchasers under the Bridge Documents have been paid in full or converted into Black Ridge common stock; provided that the foregoing restriction excludes (i) 600,000 shares of common stock being issued to Ourgame pursuant to the terms of the SPAC Transaction; (ii) 500,000 shares of common stock to be paid as bonuses and severance to Black Ridge employees and board members issuable in connection with the closing of the SPAC Transaction; and (iii) an aggregate of 720,000 shares of common stock being transferred to certain purchasers of Black Ridge common stock in connection with the SPAC Transaction.

10. Bring Down and Additional Representations and Warranties . The representations and warranties of Ourgame and Noble and each of their respective direct and indirect subsidiaries (as applicable) (the "Borrower Parties") set forth in the Bridge Documents are, after giving effect to this Amendment, true and correct in all material respects on and as of the date hereof. No Borrower Party is in breach or default of any covenant or obligation set forth in any of the Bridge Documents, and no such breach or event or default has occurred or is continuing, in each case after giving effect to this Amendment. Black Ridge represents and warrants that (a) as of the execution date of this Agreement, Black Ridge does not have any indebtedness that will not be extinguished in full on the Closing Date, and (b) as of the Closing Date, Black Ridge and its direct and indirect subsidiaries will not have any indebtedness other than the Notes and the Rampart Lien (as defined in the Security Agreements). Ourgame, Noble and Black Ridge represent and warrant to the Purchasers that (a) in each such party's independent judgement (which is based on, among other things, certain third party appraisals of the Allied Esports and World Poker Tour business units operated by subsidiaries of Ourgame and Noble), the value of the assets being acquired by Black Ridge in the SPAC Transaction exceed the debts being acquired by Black Ridge (including taking into account the debt under the Bridge Documents) and (b) immediately following consummation of the SPAC Transaction, the value of the collective assets of Black Ridge and its direct and indirect subsidiaries will exceed their liabilities and they will generally have the ability to operate their respective businesses as a going concern and have to pay their debts as they come due. Ourgame and Noble hereby represent and warrant to Purchasers that the organizational structure of Ourgame as of the date hereof is as set forth in Exhibit A hereto and the organizational structure of Black Ridge as of the time immediately following the consummation of the SPAC shall be as set forth in Exhibit B. Ourgame, Noble and Black Ridge acknowledge that Purchasers are relying on the accuracy of the foregoing representations in entering into this Amendment, including for purposes of determining what actions are necessary to perfect and/or maintain without any lapse Purchaser's perfected security interests in the Collateral and Pledged Shares (as defined in the Security Agreements and Pledge Agreements, as amended hereby).

11. Amendments. The Bridge Documents are deemed amended by the terms of this Agreement effective as of the Closing Date. The Bridge Documents, as amended by this Agreement, shall continue in full force and effect.

12. Governing Law; Venue. This Agreement shall be governed by the laws of the State of California without regard to its conflicts-of-law principles. The Parties expressly acknowledge and agree that any judicial action to enforce any right of any Party under this Agreement may be brought and maintained in the State of California, and the Parties consent to the jurisdiction of the courts of the State of California, County of Orange, and the federal courts located in the Central District of the State of California. Accordingly, the Parties hereby submit to the process, jurisdiction and venue of any such court. Each Party hereby waives, and agrees not to assert, any claim that it is not personally subject to the jurisdiction of the foregoing courts in the State of California or that any action or other proceeding brought in compliance with this Section is brought in an inconvenient forum.

13. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement binding on the Parties. Facsimile and electronically transmitted signatures (such as, for example, DocuSign) shall be valid and binding to the same extent as original signatures. In making proof of this Agreement, it will be necessary to produce only one copy signed by the Party to be charged.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment and Acknowledgment Agreement as of the date first set forth above.

**Purchaser Name: Martin Weigold**

Signature:_____

**Purchaser Name: Norbert Teufelberger**

Signature:_____

**Purchaser Name: Man Sha**

Signature:_____

**Purchaser Name: Lan Wu**

Signature:_____

**Purchaser Name: Knighted Pastures LLC**

Signature:_____
Name: Roi Choi
Title: Manager

**Purchaser Name: The Lipscomb/Viscoli Children's Trust**

Signature:_____
Name: Adam Pliska
Title: Trustee

**Purchaser Name: Steve Lipscomb**

Signature:_____

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment and Acknowledgment Agreement as of the date first set forth above.

OURGAME INTERNATIONAL HOLDINGS LIMITED

By:_____
Name:_____
Its:_____

NOBLE LINK GLOBAL LIMITED

By:_____
Name:_____
Its:_____

BLACK RIDGE ACQUISITION CORP.

By:_____
Name:_____
Its:_____

PEERLESS MEDIA LIMITED

By:_____
Name:_____
Its:_____

ESPORTS ARENA LAS VEGAS, LLC

By: _____
Name:_____
Its:_____

ELC GAMING GMBH

By: _____
Name:_____
Its:_____

CLUB SERVICES, INC.

By:_____
Name: _____
Its:_____

WPT ENTERPRISES, INC.

By:_____
Name:_____
Its:_____

ALLIED ESPORTS MEDIA, INC.

By:_____
Name:_____
Its:_____

ALLIED ESPORTS INTERNATIONAL, INC.

By:_____
Name:_____
Its:_____

PEERLESS MEDIA HOLDING CO.

By: _____
Name:_____
Its:_____

Exhibit 10.49

EXECTUVIE ENGAGEMENT AGREEMENT

Employment Agreement dated as of the Jan 24, 2018, between Ourgame International Holdings Limited having an office at 17/F, Tower B Fairmount, No, 1 Building, #33 Community Guangshun, North Street, Chaoyang District, Beijing, PRC (the "Company"), and Adam J. Pliska (the "Employee").

The Company offers, and the Employee accepts, employment upon the following terms and conditions:

1. **Initial Duties and Title**

- Employee's title will be: CEO & President — World Poker Tour and his duties generally will consist of the management and supervision of the business efforts related to the World Poker Tour, it's P&L and its products and personnel,

- Legal Counsel: providing counseling and advisement to the Company and the World Poker Tour and its affiliates;

- Media Consultant: Providing general media consulting to all Ourgame entities as requested in addition to employment and other services related to WPT,

- Board Member: Providing various standard board duties in affiliates of the Company as requested and appointed by the CE0 of the Company.

For each of these duties, Employee shall report solely to Frank Ng and/or Eric Yang (as designated by the Company) or any subsequent CEO and/or Chairman of the Company. There will be no diminution of such titles unless mutually agreed by the parties.

2. **Term**

Except for and subject to the terms herein (e.g,, the guaranteed 3 year Lock Up and Guaranteed Period), this Agreement shall be at-will employment, This agreement will be effective immediately upon the signing by both parties. The term shall be for an initial four (4) year guaranteed period. It shall be a rolling term thereafter unless or until terminated by either party.

3. **Compensation and Benefits**

- The total remuneration shall not be less than Four Hundred Thousand Dollars ($400,000) per annum of cash proceeds (not including any stock pursuant to this agreement) (the "**Minimum Annual Rate**"). The Employee shall be entitled to participate in annual salary review but shall only be entitled to standard cost of living raises unless otherwise agreed by the parties. The Minimum Annual Rate shall be comprised of: Three-Hundred And Fifteen Thousand Dollars ($315,000) in employee compensation and Eighty-Five Thousand Dollars ($85,000) in consultancy and board compensation unless otherwise agreed by the parties, consultancy and board compensation to be paid in advance for every 6 months period.

- Employee shall be entitled to earn up to Forty Percent (40%) of the value of your basic salary for on-target business EBITDA performance objectives as-defined by the CEO and a maximum of 60% of basic salary for exceeding specific targets in the form of cash bonus for all work performed over an annual period. Rules for cash incentives in excess of on target performance shall be set in advance and communicated to Employee but shall determined solely by the CEO of the Company.

- In addition to the previously granted options granted under the Share Option Scheme 1,500,000 shares, Employee shall be entitled to participate in any annual stock grant program of the Company at a level commensurate for his title and subject to Company established performance standards ("**Subsequent Grants**")

- Upon the anticipation of a spin off of the company which includes the World Poker Tour and/or related major assets, the Company shall, in good faith, offer Employee an incremental and substantial option grant, commensurate with his title and position, sufficiently before such spinoff transaction or IPO so that Employee's grant would price pre -transaction.

4. **Other Employment Benefits and Arrangements**

*General and standard benefits of the WPT management and personnel (health, 401K, life insurance, etc).
*Employee may stay in a hotel In Los Angeles 1 to 2 nights per month for purpose of working with the Los Angeles office or meetings.
*Business Class for flights over multiple hours.
*A sabbatical incentive where WPT shall pay for expense for one (1) week during the term. Employee shall remain available at that time.
*Employee shall have indemnity for all actions related to the services acting in his capacity of the titles -listed above.
*Legal license and continuing Education paid (estimated at less than $1000 per year).
*Employee shall be entitled to live at any location he wishes provided that the CEO of the Company agrees that such arrangement would not materially affect the operation of the Company.

5. **Termination**

This Agreement and the employment of the Ernployee herounder shall or may be terminated for any of the following reasons:

(a) This agreement shall be guaranteed for a period of Four (4) years ("Lock Up & Guaranteed Period"), Company agrees to all provisions in this agreement and Employee agrees to provide work for the Company in a full time capacity.

(b) After the Lock Up & Guaranteed Period, except for termination pursuant to section 5 (c), the Company may terminate the employee for any reason provided it provides Employee the following: A Severance Payment equal to twelve (12) months' salary (including compensation and consultancy fees), and all applicable benefits (including health insurance and vacation) paid by the Company to the Employee within seven (7) days of the date of termination, provided that health benefits may be paid in the standard course. Under no circumstances shall the Employee be required to mitigate loss in regard to payment of Severance under this Agreement or any other form of termination for which Employee is due remuneration under this agreement.

(c) By the Company at any time immediately for cause by written notice to the Employee specifying the nature of the cause intentional, willful conduct related to the company for "cause" shall include fraud, misappropriation, .dishonesty, stealing and/or embezzlement. Employee may also be terminated for cause for a willful, sustained, serious and material disregard for the orders of the CEO after proper notice and reasonable attempts to resolve the matter.

(d) Upon any termination by the Company without any cause as listed in section 5 (c), any remaining shares of the Employee's Initial Grant shall immediately accelerate and vest for the Subsequent Grant and any remaining- shares of the Employee's subsequent grant shall immediately accelerate and vest for any partial year period, by way of new options or other substitute with same value granted to the Employee, due to limitations of the provisions of the Company's approved share option scheme,.(e.g., if the Subsequent Grant would have vested in the 12th month but Employee is terminated in the 11th month, then Employee would full year would best but options that would have vested after the twelve months would not). For avoidance of doubt this section shall be subject to and in no way alter and impact the Award Letter signed for the Employee on January 18, 2018.

6. Non-Disclosure of Confidential Information; Non-Competition

(a) The Employee acknowledges that it is the policy of the Company to keep secret and confidential all valuable and unique information heretofore or hereafter acquired, developed, or used by the Company or its subsidiaries or affiliates which relates to the business, operations, employees, suppliers, or customers of the Company or of the Company's parent corporation, or any of the respective subsidiaries or affiliates of the Company (including; without limitation, information relating to pricing, profit margins, the identity of customers, and service commitments of the Company or of the Company's parent corporation, and their subsidiaries and affiliates.) (All such information is hereinafter referred to as "Confidential Information.") in consideration of the Employee's employment with the Company, the Employee agrees that he shall never (either during or subsequent to the term of this Agreement) directly or indirectly use, publish, disseminate or otherwise disclose any confidential information obtained during his employment without the prior written consent of the Board of Directors of the Company: During his employment with the Company, the Employee shall exercise all due and diligent precautions to protect the integrity of the business plans, customer lists, statistical data and compilations, agreements, contracts, manuals or other documents of the Company and its subsidiaries and affiliates (including, without limitation, the Company's parent corporation) embodying any Confidential Information and, upon termination of employment, the Employee shall deliver to the Company all such documents (and copies thereof) which are in the possession of or under the control of the Employee. The Employee agrees that the provisions of this Section 6 are reasonably necessary to protect the proprietary rights of the Company, the Company's parent corporation and their subsidiaries and affiliates with respect to Confidential Information and their trade secrets, goodwill and reputation. The provisions of this Paragraph 6 shall survive the termination of this Agreement

(b) During his term with the Company (including any period during which the Employee is receiving salary pursuant to Paragraph (a) of Section 5), the Employee shall not, in any way, directly or indirectly, as an employee, partner, officer,director, representative; consultant, agent or stockholder of any corporation, partnership, proprietorship or other form of business entity which is engaged in the Company's business: (i) become employed in any activity similar to or competitive with the business or activities of the Company or the Company's parent corporation, provided that legal services, investment services and non-poker related television shall not be deemed competitive if not engaged on a full time basis (ii) seek to persuade any director, officer, employee, agent or independent contractor of the Company of the Company's parent corporation, to discontinue that individual's status or employment with the Company; (iii) hire or retain any such person who is at such time or was associated with the Company or the Company's parent corporation within one (1) year prior to the cessation of the employment of the Employee hereunder; or (iv) solicit (or cause or authorize), directly or indirectly, to be solicited, for or on behalf of himself or any third party, any business from others who are then or were at any time within one (1) year prior to the cessation of his employment hereunder . except for his long-time assistant if he so choices.

7. **Taxes**

All amounts paid to or for the benefits of the Employee pursuant to this Agreement shall be subject to all applicable withholding taxes.

8. **Notices**

Any notice to be given under this Agreement to either the Company or the Employee shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, to the address set forth above or to such other address as either the Company or the Employee may specify by written notice to the other party.

9. **Severability**

In the event anyone or more provisions of this Agreement. is held to be invalid or unenforceable, such illegality or unenforceability shall not affect the validity or enforceability of the other provisions hereof and such other provisions shall remain in full force and effect unaffected by such invalidity or unenforceability,

10. **Entire Agreement Amendment & Miscellaneous**

This Agreement contains the entire understanding between the Company and the Employee with respect to the employment of the Employee and supersedes all prior negotiations and understandings between the Company and/or the Company's parent corporation, and the Employee with respect to the employment of the Employee by the Company. This Agreement may not be amended or modified except by written instrument signed by both the President of the Company and the Employee, This employment offer is subject to the successful acquisition of the World Poker Tour by the Company. For purposes of simplicity; the term "Employee!' is used for both employment service and consulting services. Company and Employee have elected not to negotiate through or by review of outside counsel, however, in the event that the Company changes its mind and seeks outside counsel review, Company shall reimburse Employee for outside counsel review for a similarly positioned legal firm.

l I. **Governing Law**

This Agreement shall be construed and governed in accordance with the laws of the State of California. Considering Company has a major presence in the State and Employee currently resides in the state, the venue shall be in Orange County or Los Angeles, California.

COMPANY:

By: _____

Its: _____

EMPLOYEE:

_____

Exhibit 10.50

Amendment I to:
Executive Engagement Agreement dated January 24,2018

Initial Paragraph.
This initial Paragraph shall remain unchanged other than to add the following modification to the sentence:
After the words "Employee" and before the ending parenthetical and period toward the end of the sentence add the word "or 'Executive' and Trisara Ventures, LLC."

Section 1. Initial Ditties and title
The following bullet shall be added as Section I bullet 5:
In addition to the other consulting services listed above, Executive's associated consultant Company, Trisara Ventures, LLC, shall provide key man service of Executive during and through any sales process as it relates to Section 3 bullet 5 for the sale of the major US based assets and as needed by the Company, including but not limited to targeting buyers, creating processes, and advising on terms of capital sales.

The following bullet shall be added as Section 1 bullet 6:
Executive's Company Trisara Ventures, LLC, shall provide consulting and board related duties as it relates to other company's owned and/or operated by the Company but outside of the World Poker Tom• (e.g., Allied °Spoils, eSports Arean, and related companies).

Section 2. Term
The first parenthetical in this paragraph, reading "(e.g., the guaranteed 3 year lockup)..." shall be deleted and replaced to accurately reflect Section 5(a) and thus be replaced with the words "(e.g., the guaranteed 4 year lockup)"

Section 3. Compensation and Benefits.
Bullet I.

This paragraph shall remain unchanged, other than to add the following sentence after the final sentence (which sentence ends with the words, "for every 6 month period."):
For purpose of clarification the consultancy fee shall be entitled to be billed by a company in which Executive provides service, currently designated as Trisara Ventures, LLC. Both compensation and consultancy and board service fees shall be adjusted to inflation according to the policy of WPT and/or Company.

Bullet 2.
This paragraph shall remain unchanged, other than to add the following sentence after the final sentence (which sentence ends with the words, "solely by the CEO of the Company": In the event of termination, the Bonus shall be paid out on a proportional basis for any period after Six (6) months within any given year.

Bullet 5
The following bullet shall be added as Section 3 bullet 5:
"Key Principle Sales Lead Agreement. Upon the sale or disposition of the Company equal to or above Forty Million ($40 Million), Executive shall be entitled through his consulting company (Trisara Ventures, LLC) to an amount equal to Two Percent (2%) of the total gross proceeds up to $45 Million and One Percent (I%) of the total gross proceeds for sales greater than $45 Million (whether those proceeds are in cash or stock) for the provision of consulting services, executive sales advice and executive key man availability related to the sale. Company shall act in good faith and not frustrate a larger value sale that would otherwise effect Executives' compensation without fully compensating Executive.

Bullet
The following bullet shall be added as Section 3 bullet 5:
This section memorializes agreement between Company and Executive in 2017 for incentives for the Executive in exchange for certain targets below. The Company acknowledged that WPT had been operating with a net loss of close to -$6 Million under its approved then-current strategy and than the strategy of the Company for WPT changed in 2017 creating, among other things, a substantial need to improve the favorability of the financials. According, the Company and Executive agreed to follows to achieve its financial targets in the most expedited means possible:

The Company shall pay out Employee, up to $1,500,000, for his efforts to lead the WPT toward profitability on a net earnings basis as follows: (a) for net earnings behveen -$5 Million to -$4M ill ion shall be $245,000, (b) for net earnings less than -$4M but equal or greater than -$3 Million shall be $490,000, (c) from less than -$3M but equal to or greater than -$2Million shall be $735,000, (d) from less than -$2 Million to equal or less than -$1 Million shall be $980,000 and (e) from less than -$1 Million to profitable a full payment of $1,500,000. Company acknowledges that much of the efforts to transform the company were or have been done in 2017 and 2018 and consequently, shall pay this profitability payment regardless of termination by Company. Company shall make full payment based on the most current forecast in the event of a sale of the Company for any year of the sale. For payments after the initial payment year, Company shall subtract payments of the previous years from the total incentive payment (e.g., if in year one, net profits for WPT are -$3M and in year 2, net profits for the WPT are -$2 Million, Employee will be paid $490,000 in year one, and $245,000 in year two ((i.e., $735,000 - $490,000)). Employee has a total of Three (3) years from January 2018 to achieve any or all his profitability incentive payments. In the event of a sale of WPT within the Three (3) year period, Company agrees to deem Employee's full target fully met and shall accelerate any outstanding amount of the full payment of $1,500,000 Million, upon the closing of the sale.

Section 5: Termination
Subsection (b)
The first sentence of this section shall be modified
The following Section 5(3) shall be added to Section 5 Termination above
"(e) For clarification under this section, Employee/Executive fees, compensations and benefits are guaranteed and must be paid during the Lockup Term regardless of termination, (unless otherwise mutually agreed for example for a one-time lump sum payment during a sale or disposition). After the Lockup period, Employee shall be entitled to no less than an amount equal to twelve (12) months of salary, fees and benefits Employee/Executive would otherwise receive. In other words, employee shall under no circumstances receive less than twelve (12) months of severance upon termination. For avoidance of doubt Guaranteed Lock Up period and/or severance payment shall apply to any termination or separation from the Company by means of sale of the Company or substantial sale of all its assets.

Subsection (d) of section 5 shall be added as follows:

(d) In the event of Termination of Employee or sale of the WPT from Company, Executive and Company's arrangement with Trisara Ventures, shall continue independent of any wrap of employment provided, however, the current maximum yearly payment shall increase from $85,000 to $150,000 adjusted yearly to higher of inflation or the deemed inflation rate of the Company).
(e) Continuing Support Consultancy between WPT and Trisara Ventures, LLC. Company and Employee acknowledge that Employee unique position and nearly fifteen years experience provide valuable institutional knowledge for the ongoing success of the WPT. Upon Termination of Employee after the
Guaranteed Lockup Period by WPT for any reason, the WPT and Company automatically shall enter into a long term consulting agreement with Trisara Ventures agrees to make employee available for general advice and consulting from time to time on a non-exclusive non-full time basis and shall pay Trisara $100,000 adjusted yearly to inflation from the date of this agreement. This provision Section 5(e) shall extend beyond the Guaranteed Lock Up Period and continue as long as permissible by law not to exceed Forty (40) years. Trisara Ventures shall further guarantee that its Key Man, Adam Pliska will not take full time employment with the World Series of Poker without written permission of the WPT so long as such payment is made.

Section 12. Miscellaneous
The following sentence shall be added to the Agreement as Section 12.

"Section 12. In addition to the Company, the WPT shall fully guarantee all payment obligation to Company to Employee/Executive under this Agreement."

Signature Page to Amendment I Dated June, 2018.

Frank Ng

/s/ Frank Ng
CEO Ourgame International Holdings, Ltd.

Adam Pliska

/s/ Adam Pliska
Employee

Adam Pliska

/s/ Adam Pliska
For Trisara Ventures, LLC

Frank Ng for Eric Yang,

/s/ Frank Ng
Board Member, WPT Enterprises, Inc.
Companies Peerless, WPT Distribution, WPT Studios

Exhibit 10.51

**LETTER AGREEMENT**

This letter agreement (the **"Letter")** is entered into by Adam J. Pliska **("Pliska")** and Ourgame International Holdings Limited **("Ourgame")** in connection with an Executive Employment Agreement, dated as of January 24, 2018, by and between Pliska and Ourgame (the **"Employment Agreement")** and as amended in June 2018 (the **"Amendment",** and together with the Employment Agreement, the **"Agreement"**). All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

The purpose of this Letter is to establish that, effective as of December 31, 2018 (the **"Payment Earning Date"),** Pliska earned the full profitability incentive payment of $1,500,000 set forth in Section 3, bullet 5 of the Agreement (the **"Incentive Payment").** As such, as of the Payment Earning Date, Pliska will be entitled to receive the Incentive Payment in full. Notwithstanding the foregoing, Pliska agrees and acknowledges that Ourgame is in the process of entering into a reverse merger transaction pursuant to an Agreement and Plan of Reorganization by and among Black Ridge Acquisition Corp., a Delaware corporation, Black Ridge Merger Sub Corp., a Delaware corporation, Allied Esports Entertainment, Inc., a Delaware corporation, Noble Link Global Limited, a British Virgin Islands exempted company, Ourgame, and Primo Vital Ltd., a British Virgin Islands exempted company (the **"Merger Agreement").** Ourgame believes that the transactions contemplated by the Merger Agreement will close in Q1 of 2019 (i.e. on or before March 31, 2019) (the **"Cutoff Date").** Pliska and Ourgame hereby agree and acknowledge as follows:

- Pliska agrees that Ourgame can delay payment of the Incentive Payment until the first to occur of (i) the closing of the transactions contemplated by the Merger Agreement, or (ii) the Cutoff Date.

- Nothing in this letter serves as a waiver by Pliska of his right to receive the Incentive Payment. If Pliska has not received the Incentive Payment on or before the Cutoff Date, he will be entitled to any and all remedies available to him against Ourgame and its subsidiaries to enforce payment of the Incentive Payment.

This Letter and the Agreement constitute the entire agreement and understanding among the parties hereto in respect of the subject matter hereof and supersede all prior and contemporaneous arrangements, agreements and understandings, whether oral or written and whether express or implied. This Letter shall be governed by and construed in accordance with the laws of California, excluding any conflict or choice of law rule or principle that might otherwise refer construction or interpretation thereof to the substantive laws of another jurisdiction. The parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in Orange County, California. No amendment or modification of any provision of this Letter shall be effective unless signed in writing

**OURGAME HOLDINGS INTERNATIONAL LIMITED**

By: /s/ Kwok Leung Frank NG
Name: Kwok Leung Frank NG
Title: Co-CEO
Date: 12/19/2018

/s/ Adam J. Pliska
Adam J. Pliska

Exhibit 10.52

August 9, 2019

Trisara Ventures, LLC
c/o Adam Pliska
546 Fullerton Avenue
Newport Beach, CA 92663

**Re:** SPAC Introduction Agreement dated August 22, 2018, as amended on December 19, 2018 (the "Amendment" and together with the original agreement, the "Agreement"), by and among Practicans, LLC, Trisara Ventures, LLC ("Trisara"), and Allied eSports, LLC (together with any and all related entities, including but not limited to WPT Enterprises, Inc., collectively, the "Company").

The purpose of this letter (the "Letter") is to amend and replace the terms of the Agreement since, as a result of multiple changes to the consideration issued pursuant to the terms of the Merger (as defined in Section A of the Amendment), Trisara will receive substantially more equity in BRAC (as defined below) than originally contemplated under the Agreement.

1. Satisfaction of Equity Obligations. Trisara acknowledges and agrees that all consideration payable to Trisara under the Agreement shall be paid to Adam Pliska, Trisara's sole member and an executive of the Company ("Executive," and together with Trisara, the "Payees"), upon the terms and conditions set forth in this Letter. Payees hereby acknowledge and agree that upon the issuance of 290,069 restricted shares of Common Stock (the "Finder Shares") of Black Ridge Acquisition Corp., a Delaware corporation ("BRAC") to Executive, the obligations of the Company and Ourgame International Holdings Ltd., a Cayman Islands corporation, as the ultimate parent company of the Company and all related entities ("Ourgame"), owed to the Payees with respect to the 2.5% of the equity of AESE (as defined in the Agreement) issuable to Payee on the closing date of the Merger (the "Closing Date") as described in Section A of the Amendment, shall be deemed fully satisfied, which payment is amended pursuant to the terms of this Letter as further set forth below.

2. Satisfaction of Cash Payment Participation Obligations The Payees acknowledge and agree that upon (i) the issuance of 98,634 restricted shares of Common Stock (the "Closing Shares" and together with the Finder Shares, the "Shares") of BRAC to Executive, and (ii) receipt of a payment by check or wire transfer of 2.5% of whatever net cash Ourgame actually receives on the Closing Date (currently expected to be $50,000), with each to occur on the Closing Date, the obligations of the Company and Ourgame owed to the Payees with respect to the Payee's portion of the Cash Payment Participation (as defined in the Amendment) shall be deemed fully satisfied.

3. Share Restrictions. Effective on the Closing Date, Payees agree that, at all times prior to the Finder Shares Vesting Date or the Closing Shares Vesting Date, as applicable (each as defined in Section 4 below):

a. Executive shall not sell, transfer, pledge, hypothecate or otherwise encumber the Finder Shares or Closing Shares, as applicable; and

b. Subject to the provisions of Section 4(b) below, if Executive does not continue to perform services to the Company or any affiliate of the Company, either as an employee, director or consultant, that are substantial enough to prevent a lapse of substantial risk of forfeiture from occurring under Section 83 of the Internal Revenue Code of 1986, as amended, prior to the Finder Shares Vesting Date or Closing Shares Vesting Date, as applicable, then Executive shall, for no consideration, forfeit and transfer to BRAC all of the Finder Shares or Closing Shares, as applicable.

c. WPT Enterprises, Inc. or its designee ("WPT") shall hold the Shares in trust for the account of Executive, subject to Sections 5 and 7 below.

4. Lapse of Restrictions. The restrictions with respect to the Shares shall lapse in their entirety upon the occurrence of the earliest of the following events, as applicable:

a. Solely with respect to the Finder Shares, the one-year anniversary of the Closing Date (the "Finder Shares Vesting Date");

b. Solely with respect to the Closing Shares, such Closing Shares are registered for resale by BRAC pursuant to a Registration Statement under the Securities Act of 1933, as amended, that has been declared effective by the U.S. Securities Exchange Commission (the "Closing Shares Vesting Date" and together with the Finder Shares Vesting Date, the "Vesting Dates");

c. Executive's employment, director or consulting services are reduced below the level of minimum services required by Section 3.b above by the Company for any reason other than fraud, embezzlement or a similar serious offense involving the Company or any of its affiliates;

d. Except with respect to the Merger, a merger or consolidation of BRAC with or into another corporation or entity in which the stockholders of BRAC as of immediately prior to the transaction own less than a majority of the outstanding stock of the surviving entity, or a sale or other disposition of all or substantially all of BRAC's assets (including a plan of liquidation), or (ii) that a majority of the members of BRAC's Board of Directors is replaced by directors not nominated and approved by BRAC's Board of Directors;

e. The death of Executive; or

f. Executive's incapacity due to physical or mental illness or injury, if Executive has been unable, due to such physical or mental illness or incapacity, to perform the essential duties of his services with reasonable accommodation for a continuous period of ninety (90) days or an aggregate period of one hundred eighty (180) days in any rolling three hundred sixty-five (365) day period; provided that such physical or mental illness or injury qualifies as a disability under Treasury Regulation Sec. 1.409A-3(i)(1)(ii).

Notwithstanding anything else in this Letter to the contrary, the restrictions upon the Shares shall lapse in their entirety on the applicable Vesting Date. Upon request of Executive at any time after the applicable Vesting Date, BRAC shall remove any restrictive notations placed on the books of BRAC and the applicable stock certificate(s) in connection with such restrictions.

5. Tax Withholding Payment. Executive hereby appoints WPT as its designee and attorney-in-fact, to sell on behalf of Executive, in its sole and absolute discretion, effective upon the applicable Vesting Date, a number of Shares having a purchase price equal to the Tax Withholding Payment. The " Tax Withholding Payment" shall be equal to, in the case of the Finder Shares, the product of (a) the number of Finder Shares, *times* (b) the volume weighted average price (VWAP) of the Black Ridge common stock for the prior 30-day period ending on the trading day immediately prior to the Finder Shares Vesting Date, as reported on the applicable public exchange (the "Finder Shares FMV"), *times* (c) the maximum statutory tax rate in effect in the jurisdiction in which Executive resides. In the case of the Closing Shares, the Tax Withholding Payment shall be equal to the product of (x) the number of Closing Shares, *times* (y) the closing price of the BRAC common stock on the trading day immediately prior to the Closing Shares Vesting Date, as reported on the applicable public exchange (together with the Finder Shares FMV, collectively, the " FMV"), *times* (z) the maximum statutory tax rate in effect in the jurisdiction in which Executive resides. Executive hereby directs WPT to pay the purchase price for the Shares as follows: (1) retain an amount equal to the amount for which WPT (or its affiliates) is permitted to withhold under applicable law, and (2) pay any other amounts directly to Executive. WPT (or its affiliates) shall pay such withholding amount to the applicable taxing authorities, on the applicable Vesting Date, on behalf of Executive.

6. Withholding of Tax. Subject to Section 5 above, to the extent that the receipt of the Shares or the lapse of any restrictions thereon results in a payment of wages to Executive for federal or state income tax purposes, Executive shall deliver to WPT at the time of such receipt or lapse, as the case may be, such amount of money as WPT (or its affiliates) may require to meet its withholding obligation under applicable tax laws or regulations, and, if Executive fails to do so, WPT (or its affiliates) is authorized, subject to applicable law, to withhold from any cash or stock remuneration then or thereafter payable to Executive any tax required to be withheld by reason of such resulting compensation income; provided, however, that unless payment in full of such amount is received by WPT (or its affiliates) on or prior to the date on which the amount of tax to be withheld shall be determined ("Tax Amount Determination Date"), Executive shall be deemed to have irrevocably elected to satisfy such payment obligation by electing to have WPT (or its affiliate) withhold from the distribution of Shares upon the lapse of restrictions thereon such number of Shares having a value up to the maximum statutory tax rate in effect in the jurisdiction in which Executive resides. The value of the Shares to be withheld shall be based on the applicable FMV per Share on the Tax Amount Determination Date.

7. Release of Shares From WPT Trust. Upon a Vesting Date, to the extent any Shares are not sold by WPT pursuant to Section 5 above, WPT shall release the Shares from its trust and transfer the Shares to Executive pursuant to the instructions of the Executive, subject to compliance with applicable law and the instructions of BRAC's transfer agent and counsel.

8. Continuation of Employment. Nothing contained in this Letter shall be deemed to grant Executive any right to continue in the employ of the Company or its affiliates for any period of time or to any right to continue his or her present or any other rate of compensation, nor shall this Amendment be construed as giving Executive, Executive's beneficiaries or any other person any equity (other than the Shares) or interests of any kind in the assets of the Company or creating a trust of any kind or a fiduciary relationship of any kind between the Company and any such person.

9. Conditions Precedent; Continuing Effect of Agreement. The closing of the SPAC Transaction is a condition precedent to the effectiveness of this Letter and amendment of the Agreement as described herein. Unless and until the SPAC Transaction has closed and this Letter has been fully executed by all of the parties hereto, the terms of the Agreement, as amended, shall remain in full force and effect.

*Signature Page Follows*

**OURGAME INTERNATIONAL HOLDINGS LTD.**

_/s/ Kwok Leung Frank NG_____
Kwok Leung Frank NG, Co-CEO

**TRISARA VENTURES, LLC**

/s/ Adam Pliska
Adam Pliska, Member

**EXECUTIVE**

/s/ Adam Pliska
Adam Pliska

*Signature Page to Trisara/Pliska Letter Agreement*

**Exhibit 21.1**

Our corporate structure, including our principal operating subsidiaries, is as follows:

| Name of subsidiary | Jurisdiction of incorporation or organization |
|---|---|
| Allied Esports Media, Inc. | Delaware |
| Club Services, Inc. | Nevada |
| WPT Enterprises, Inc. | Nevada |
| WPT Studios Worldwide Limited | Gibraltar |
| WPT Distribution Worldwide Limited | Gibraltar |
| Peerless Media Holdings Limited | Gibraltar |
| Peerless Media Limited | Gibraltar |
| Allied Esports International, Inc. | Nevada |
| eSports Arena Las Vegas, LLC | Delaware |
| ELC Gaming GmbH | Germany |
| Esports Arena, LLC (25% ownership interest) | California |

Exhibit 99.1

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Shareholders and Board of Directors of
**World Poker Tour and Allied Esports**

**Opinion on the Financial Statements**

We have audited the accompanying combined balance sheets of World Poker Tour and Allied Esports (the "Company") as of December 31, 2018 and 2017, the related combined statements of operations and comprehensive loss, changes in parent's net investment and cash flows for each of the two years in the period ended December 31, 2018, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2018, in conformity with accounting principles generally accepted in the United States of America

**Explanatory Paragraph – Going Concern**

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As more fully described in Note 2, the Company has a significant working capital deficiency, has incurred significant losses and needs to raise additional funds to meet its obligations and sustain its operations. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

**Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Marcum llp

Marcum llp

We have served as the Company's auditor since 2018.

Melville, New York
April 29, 2019

**WORLD POKER TOUR AND ALLIED ESPORTS**
**Combined Balance Sheets**

| | December 31, | |
|---|---|---|
| | **2018** | **2017** |
| **Assets** | | |
| Current Assets | | |
| Cash | $ 10,471,296 | $ 5,589,229 |
| Accounts receivable | 1,533,235 | 555,405 |
| Prepaid expenses and other current assets | 711,889 | 376,187 |
| Total Current Assets | 12,716,420 | 6,520,821 |
| | | |
| Restricted cash | – | 8,020,909 |
| Property and equipment, net | 21,020,097 | 8,780,491 |
| Goodwill | 4,083,621 | 4,083,621 |
| Intangible assets, net | 17,234,992 | 20,277,562 |
| Deposits | 632,963 | 652,360 |
| Deferred production costs | 9,058,844 | 5,018,879 |
| Investment, ESA | 500,000 | – |
| Total Assets | $ 65,246,937 | $ 53,354,643 |
| | | |
| **Liabilities and Parent's Net Investment** | | |
| Current Liabilities | | |
| Accounts payable | $ 1,072,499 | $ 1,979,013 |
| Accrued expenses | 2,442,145 | 1,902,379 |
| Deferred revenue | 3,307,843 | 1,740,854 |
| Due to Parent | 33,019,510 | 10,107,305 |
| Total Current Liabilities | 39,841,997 | 15,729,551 |
| | | |
| Deferred rent | 1,383,644 | 1,089,204 |
| Notes payable to Parent | – | 23,375,380 |
| Accrued interest on notes payable to Parent | – | 550,133 |
| Total Liabilities | 41,225,641 | 40,744,268 |
| | | |
| Commitments and Contingencies | | |
| | | |
| **Parent's Net Investment** | | |
| Parent's net investment | 24,021,296 | 12,610,375 |
| Total Parent's Net Investment | 24,021,296 | 12,610,375 |
| Total Liabilities and Parent's Net Investment | $ 65,246,937 | $ 53,354,643 |

The accompanying notes are an integral part of these combined financial statements.

**WORLD POKER TOUR AND ALLIED ESPORTS**
**Combined Statements of Operations and Comprehensive Loss**

| | For the Years Ended December 31, | |
|---|---|---|
| | **2018** | **2017** |
| **Revenues** | | |
| Multiplatform | $ 2,996,657 | $ 1,440,634 |
| Interactive | 9,175,243 | 7,792,090 |
| In-person | 8,431,355 | 4,440,282 |
| **Total Revenues** | 20,603,255 | 13,673,006 |
| | – | |
| **Costs and expenses** | | |
| Multiplatform (exclusive of depreciation and amortization) | 2,296,790 | 7,879,750 |
| Interactive (exclusive of depreciation and amortization) | 2,473,970 | 2,688,556 |
| In-person (exclusive of depreciation and amortization) | 2,553,473 | 968,750 |
| Online operating expenses | 2,244,574 | 1,744,172 |
| Selling and marketing expenses | 4,022,602 | 3,384,222 |
| General and administrative expenses | 18,442,461 | 10,341,445 |
| Depreciation and amortization | 6,711,398 | 4,206,943 |
| Impairment of investment in ESA | 9,683,158 | – |
| Impairment of deferred production costs and intangible assets | 1,005,292 | – |
| **Total Costs and Expenses** | 49,433,718 | 31,213,838 |
| **Loss From Operations** | (28,830,463) | (17,540,832) |
| | | |
| **Other (Expense) Income:** | | |
| Other income | 126,689 | – |
| Interest expense, net | (2,117,438) | (540,370) |
| Foreign currency exchange loss | (198,513) | (6,029) |
| **Total Other Expense** | (2,189,262) | (546,399) |
| | | |
| **Net Loss** | (31,019,725) | (18,087,231) |
| Net loss attributed to non-controlling interest | 403,627 | – |
| **Net Loss Attributable to Parent** | $ (30,616,098) | $ (18,087,231) |
| | | |
| **Comprehensive Loss:** | | |
| Net loss | $ (31,019,725) | $ (18,087,231) |
| Other comprehensive income (loss): | | |
| Foreign currency translation income (loss) | 288,111 | (193,222) |
| **Total Comprehensive Loss** | (30,731,614) | (18,280,453) |
| Less: comprehensive loss attributable to non-controlling interest | 403,627 | – |
| **Comprehensive loss attributable to Parent** | $ (30,327,987) | $ (18,280,453) |

The accompanying notes are an integral part of these combined financial statements.

**WORLD POKER TOUR AND ALLIED ESPORTS**
**Combined Statements of Changes in Parent's Net Investment**

| | Parent's Net Investment |
|---|---|
| Balance at January 1, 2017 | $ 30,407,457 |
| Net loss attributable to Parent | (18,087,231) |
| Other comprehensive loss | (193,222) |
| Net contributions from Parent | 483,371 |
| Balance at December 31, 2017 | 12,610,375 |
| Net loss attributable to Parent | (30,616,098) |
| Effect of restructuring | 42,505,325 |
| Net contributions from Parent | (766,417) |
| Other comprehensive income | 288,111 |
| Balance at December 31, 2018 | $ 24,021,296 |

The accompanying notes are an integral part of these combined financial statements.

**WORLD POKER TOUR AND ALLIED ESPORTS**
**Combined Statements of Cash Flows**

| | For the Years Ended December 31, | |
|---|---|---|
| | **2018** | **2017** |
| **Cash Flows From Operating Activities** | | |
| Net loss | $ (31,019,725) | $ (18,087,231) |
| Adjustments to reconcile net loss to net cash used in operating activities: | | |
| Stock-based compensation | (766,417) | 483,371 |
| Bad debt (recovery)/expense | (79,414) | 26,604 |
| Depreciation and amortization | 6,711,398 | 4,206,943 |
| Write-offs of capitalized software costs | 648,563 | – |
| Subsidiary loss during consolidation period | 1,838,739 | – |
| Impairment of investment in ESA | 9,683,158 | – |
| Impairment of deferred production costs | 768,459 | – |
| Impairment of intangibles | 236,833 | – |
| Deferred rent | 294,440 | 929,155 |
| Accrued interest on notes payable to Parent | 1,843,659 | 550,133 |
| Changes in operating assets and liabilities: | | |
| Accounts receivable, net | (902,614) | 170,237 |
| Deposits | 19,397 | (652,360) |
| Deferred production costs | (4,808,424) | 168,417 |
| Prepaid expenses and other current assets | (336,555) | 88,354 |
| Accounts payable | (861,632) | 1,239,656 |
| Accrued expenses | 551,593 | 246,342 |
| Deferred revenue | 1,566,989 | (128,185) |
| Total adjustments | 16,408,172 | 7,328,667 |
| Net Cash Used In Operating Activities | (14,611,553) | (10,758,564) |
| | | |
| **Cash Flows From Investing Activities** | | |
| Purchases of property and equipment | (17,144,397) | (5,871,076) |
| Proceeds from licensing software | 341,193 | – |
| Purchases of intangible assets | (38,559) | (262,092) |
| Funding of ESA investment | (6,230,038) | – |
| Net Cash Used In Investing Activities | (23,071,801) | (6,133,168) |
| | | |
| **Cash Flows From Financing Activities** | | |
| Proceeds from notes payable to Parent | 11,383,207 | 20,351,165 |
| Due to Parent | 22,912,205 | 8,123,017 |
| Payment of acquisition liability | – | (500,000) |
| Net Cash Provided By Financing Activities | 34,295,412 | 27,974,182 |
| | | |
| **Effect of Exchange Rate Changes on Cash** | 249,100 | 9,179 |
| | | |
| **Net (Decrease) Increase In Cash And Restricted Cash** | (3,138,842) | 11,091,629 |
| Cash and restricted cash - Beginning of period | 13,610,138 | 2,518,509 |
| Cash and restricted cash - End of period | $ 10,471,296 | $ 13,610,138 |
| | | |
| Cash and restricted cash consisted of the following: | | |
| Cash | 10,471,296 | 5,589,229 |
| Restricted cash | – | 8,020,909 |
| | $ 10,471,296 | $ 13,610,138 |

The accompanying notes are an integral part of these combined financial statements.

**WORLD POKER TOUR AND ALLIED ESPORTS**

**Combined Statements of Cash Flows, continued**

| | For the Years Ended December 31, | |
|---|---|---|
| | **2018** | **2017** |
| Cash paid during the period for interest | $ 55,178 | $ – |
| Non-cash investing and financing activities: | | |
| Due to Parent for purchase of Deepstacks | $ – | $ 500,000 |
| Non-cash investment in ESA | $ 5,363,706 | $ – |
| Notes payable to Parent for purchase of property and equipment | $ – | $ 1,278,967 |
| Due to Parent for purchase of property and equipment | $ – | $ 525,582 |
| Effect of restructuring | $ 42,505,325 | $ – |

The accompanying notes are an integral part of these combined financial statements.

**Note 1 – Background and Basis of Presentation**

he accompanying combined financial statements include the accounts of Noble Link Global Limited ("Noble") and Allied Esports Media, Inc., formerly known as Allied Esports Entertainment, Inc. ("AEM"). Allied Esports Media changed its name from Allied Esports Entertainment, Inc. to Allied Esports Media, Inc. on January 29, 2019. Allied Esports Media, together with its subsidiaries described below, is referred to herein as "Allied Esports").

Noble was incorporated in the British Virgin Islands on May 5, 2015. Noble operates through its wholly-owned subsidiaries Peerless Media Limited ("Peerless"), WPT Distribution Worldwide Limited ("WPT Distribution") and WPT Studios Worldwide Limited ("WPT Studios") (Noble and its subsidiaries are collectively "World Poker Tour" or "WPT"). World Poker Tour is an internationally televised gaming and entertainment company with brand presence in land-based tournaments, television, online and mobile applications. WPT has been involved in the sport of poker since 2002 and created a television show based on a series of high-stakes poker tournaments. WPT has broadcasted globally in more than 150 countries and territories and is sponsored by a third-party online social poker site. WPT also operates ClubWPT.com, a site that offers inside access to the WPT database, as well as sweepstakes-based poker available in 35 states across the United States. WPT also participates in strategic brand licensing, partnership, and sponsorship opportunities.

Allied Esports operates through its wholly-owned subsidiaries Allied Esports International, Inc., ("AEII"), Esports Arena Las Vegas, LLC ("ESALV") and ELC Gaming GMBH ("ELC Gaming"). Allied Esports Media, a Delaware Corporation, was formed in November 2018 to eventually act as a holding company for Allied Esports and immediately prior to close of merger to also include WPT (see Note 11, Related Parties – Restructuring). AEII operates global competitive Esports properties designed to connect players and fans via a network of connected arenas. ESALV operates a flagship gaming arena located at the Luxor Hotel in Las Vegas, Nevada. ELC Gaming operates a mobile Esports truck that serves as both a battleground and content generation hub and also operates a studio for recording and streaming gaming events.

WPT and Allied Esports (collectively the "Company") are subsidiaries of Ourgame International Holdings Limited ("Parent"), which was incorporated in the Cayman Islands on December 4, 2013. As of the earliest date of these financial statements, the Parent owned 100% and 69.3% of WPT and AEII, respectively. The Company elected to apply pushdown accounting; accordingly, the combined financial statements of WPT and Allied Esports represent the carrying value of the Parent's historical cost in these entities.

On December 19, 2018, the Company became a party to a Merger Agreement (the "Merger Agreement") with Black Ridge Acquisition Corp. ("BRAC"), which will result in BRAC acquiring Allied Esports and WPT (the "Merger"). On August 9, 2019, the Merger was consummated such that Noble Link merged with and into AEM, with AEM being the surviving entity, and AEM became a wholly-owned subsidiary of BRAC (see Note 11 – Subsequent Events).

**Note 2 - Going Concern and Management's Plans**

As of December 31, 2018, the Company had cash, a working capital deficit and Parent's net investment of approximately $10.5 million, $27.1 million and $24.0 million, respectively. For the years ended December 31, 2018 and 2017, the Company incurred net losses of approximately $31.0 million and $18.1 million, respectively, and used cash in operations of $14.6 million and $10.8 million, respectively. The aforementioned factors raise substantial doubt about the Company's ability to continue as a going concern within one year after the issuance date of these financial statements.

The accompanying combined financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"), which contemplate continuation of the Company as a going concern and the realization of assets and the satisfaction of liabilities in the normal course of business. The combined financial statements do not include any adjustments relating to the recoverability and classification of asset amounts or the classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

The Company's continuation is dependent upon attaining and maintaining profitable operations and, until that time, raising additional capital as needed, but there can be no assurance that it will be able to close on sufficient financing. The Company's ability to generate positive cash flow from operations is dependent upon generating sufficient revenues. To date, Parent has funded the Company's operations. The Merger Agreement described above, is expected to be consummated in the second quarter of 2019, and requires that the acquiror have a minimum of $80 million of cash on hand at closing, of which $35 million will be used to repay certain obligations to the Parent. However, the Merger agreement is subject to approval by the stockholders and the fulfillment of certain other conditions and there can be no assurance that the Merger will close. The Company cannot provide any assurances that it will be able to secure additional funding, either from its Parent, or from equity offerings or debt financings on terms acceptable to the Company, if at all. If the Company is unable to obtain the requisite amount of financing needed to fund its planned operations, it would have a material adverse effect on its business and ability to continue as a going concern, and it may have to curtail, or even cease, certain operations.

**Note 3 - Significant Accounting Policies**

Basis of Presentation and Principles of Combination

The combined financial statements have been prepared using the consolidated accounting records of WPT and Allied Esports. All intercompany transactions and accounts within and between WPT and Allied Esports, and intercompany transactions and balances between WPT and Allied Esports and their subsidiaries, have been eliminated. The combined financial statements have been prepared in accordance with U.S. GAAP and pursuant to the accounting rules and regulations of the United States Securities and Exchange Commission ("SEC"). Parent expenses incurred on behalf of WPT and Allied Esports have been recorded on the books of each entity using specific identification.

Use of Estimates

Preparation of financial statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, together with amounts disclosed in the related notes to the financial statements. The Company's significant estimates used in these financial statements include, but are not limited to, the valuation and carrying amount of goodwill and other intangible assets, accounts receivable reserves, the valuation of deferred tax assets and the recoverability and useful lives of long-lived assets, including deferred production costs. Certain of the Company's estimates could be affected by external conditions, including those unique to the Company and general economic conditions. It is reasonably possible that these external factors could have an effect on the Company's estimates and could cause actual results to differ from those estimates.

Business Combinations

The Company accounts for business combinations under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 805 "Business Combinations" using the acquisition method of accounting, and accordingly, the assets and liabilities of the acquired business are recorded at their fair values at the date of acquisition. The excess of the purchase price over the estimated fair value is recorded as goodwill. All acquisition costs are expensed as incurred. Upon acquisition, the accounts and results of operations are consolidated as of and subsequent to the acquisition date.

Cash and Cash Equivalents

All short-term investments of the Company that have a maturity of three months or less when purchased are considered to be cash equivalents. There were no cash equivalents as of December 31, 2018 or 2017.

Concentration Risks

Financial instruments that potentially subject the Company to concentration of credit risk consist of cash accounts in a financial institution which, at times, may exceed Federal Deposit Insurance Corporation ("FDIC") insured limits. The Company has not experienced any losses in such accounts, periodically evaluates the creditworthiness of the financial institutions and has determined the credit exposure to be negligible.

During the years ended December 31, 2018 and 2017, 11% and 15%, respectively, of the Companies revenues were from customers in foreign countries.

During the year ended December 31, 2018, the Company's largest customer accounted for 15% of the Company's total revenues.

See Note - 10 Segment Data for additional details.

Restricted Cash

Restricted cash was comprised of cash held in an escrow account for the purposes of constructing the Company's Esports arena in Las Vegas, Nevada. Construction was completed and the Esports arena opened in March 2018 and any remaining cash balances held for construction were released from escrow.

Accounts Receivable

Accounts receivable are carried at their contractual amounts. Management establishes an allowance for doubtful accounts based on its historic loss experience and current economic conditions. Losses are charged to the allowance when management deems further collection efforts will not produce additional recoveries. As of December 31, 2018 and 2017, there was no bad debt allowance.

Property and Equipment

Property and equipment are stated at cost, net of accumulated depreciation using the straight-line method over their estimated useful lives, once the asset is placed in service. Leasehold improvements are amortized over the lesser of (a) the useful life of the asset; or (b) the remaining lease term (including renewal periods that are reasonably assured). Expenditures for maintenance and repairs, which do not extend the economic useful life of the related assets, are charged to operations as incurred, and expenditures which extend the economic life are capitalized. When assets are retired or otherwise disposed of, the costs and related accumulated depreciation or amortization are removed from the accounts and any gain or loss on disposal is recognized in the statement of operations for the respective period. Internally generated software costs are expensed as incurred in the preliminary project phase and post-implementation phase and will be capitalized during the application development stage. Assets are held in construction in progress until placed in service, upon which date, we begin to depreciate those assets.

The estimated useful lives of property and equipment are as follows:

| | |
|---|---|
| Equipment | 3 - 5 years |
| Computer equipment | 3 - 5 years |
| Production equipment | 5 years |
| Furniture and fixtures | 3 - 5 years |
| Software | 1 - 5 years |
| Gaming truck | 5 years |
| Leasehold improvements | 5-10 years |

Goodwill and Intangibles

Intangible assets are comprised of goodwill, intellectual property, customer relationships, trademarks, and trade names. Intangible assets with definite lives are amortized on a straight-line basis over the shorter of their estimate useful lives, ranging from two to ten years, or their contract periods, if applicable. Intangible assets with indefinite lives are not amortized but are evaluated at least annually for impairment and more often whenever changes in facts and circumstances may indicate that the carrying value may not be recoverable. Application of the goodwill impairment test requires judgment, including the identification of reporting units, assigning assets and liabilities to reporting units, assigning goodwill to reporting units, and determining the fair value. Significant judgment is required to estimate the fair value of reporting units which includes estimating future cash flows, determining appropriate discount rates, consideration of the Company's aggregate fair value, and other assumptions. Changes in these estimates and assumptions could materially affect the determination of fair value and/or goodwill impairment.

When testing goodwill for impairment, the Company may assess qualitative factors for some or all of our reporting units to determine whether it is more likely than not (that is, a likelihood of more than 50 percent) that the fair value of a reporting unit is less than its carrying amount, including goodwill. Alternatively, the Company may bypass this qualitative assessment for some or all of our reporting units and perform a detailed quantitative test of impairment (step 1). If the Company performs the detailed quantitative impairment test and the carrying amount of the reporting unit exceeds its fair value, the Company would perform an analysis (step 2) to measure such impairment. At December 31, 2018 and 2017, the Company performed a qualitative assessment to identify and evaluate events and circumstances to conclude whether it is more likely than not that the fair value of the Company's reporting units is less than their carrying amounts. Based on the Company's qualitative assessments, the Company concluded that a positive assertion can be made that it is more likely than not that the fair value of the reporting units exceeded their carrying values and no impairments were identified at December 31, 2018 and 2017.

Impairment of Long-Lived Assets

The Company reviews for the impairment of long-lived assets whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The Company measures the carrying amount of the asset against the estimated undiscounted future cash flows associated with it. Should the sum of the expected future net cash flows be less than the carrying value of the asset being evaluated, an impairment loss would be recognized for the amount by which the carrying value of the asset exceeds its fair value. The evaluation of asset impairment requires the Company to make assumptions about future cash flows over the life of the asset being evaluated. These assumptions require significant judgment and actual results may differ from assumed and estimated amounts. During the year ended December 31, 2018 the Company recorded an aggregate of $1,005,292 for impairment charges related to deferred production costs and intangible assets as described in Note 8 - Deferred Production Costs and Note 7 – Intangible Assets, net, and recorded an impairment charge of $9,683,158 related to its investment in ESA as described in Note 5 – Investment.

Deferred Production Costs

Capitalized production costs represent the costs incurred to develop and produce the Company's proprietary shows. These costs primarily consist of labor, equipment, production overhead costs and travel expenses. Capitalized production overhead costs include rent incurred in connection with our leased space in Los Angeles, California, which is used exclusively for film production. Capitalized production costs are stated at the lower of cost, less accumulated amortization and tax credits, if applicable, or fair value. Production costs in an amount up to the amount of ultimate revenue expected to be earned from the related production are capitalized in accordance with FASB ASC Topic 926-20, "Other Assets – Film Costs". Amortization of capitalized film costs begins when the related film is released and begins to recognize revenue. Capitalized film costs are expensed over the expected revenue period (not to exceed ten years) using a ratio of revenue earned during the period to estimated ultimate revenues for the related production. Costs incurred in excess of expected ultimate revenue are expensed as incurred and included in multiplatform costs in the accompanying combined statements of operations. Unamortized capitalized production costs are evaluated for impairment at each reporting period on a season-by-season basis. If estimated remaining revenue is not sufficient to recover the unamortized capitalized production costs for that season, the unamortized capitalized production costs will be written down to fair value.

Due to the inherent uncertainties involved in making such estimates of revenues and expenses, these estimates are likely to differ to some extent from actual results. The Company's management regularly reviews and revises when necessary its revenue and cost estimates, which may result in a change in the rate of amortization of film costs, participations and residuals and/or write-down of all or a portion of the unamortized deferred production costs to its net realizable value.

Fair Value of Financial Instruments

The Company measures the fair value of financial assets and liabilities based on the guidance of ASC 820 "Fair Value Measurements and Disclosures" ("ASC 820").

ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. ASC 820 describes three levels of inputs that may be used to measure fair value:

Level 1 - quoted prices in active markets for identical assets or liabilities.

Level 2 - quoted prices for similar assets and liabilities in active markets or inputs that are observable.

Level 3 - inputs that are unobservable (for example, cash flow modeling inputs based on assumptions).

The carrying amounts of the Company's financial instruments, such as cash, accounts receivable, accounts payable and accrued liabilities approximate fair value due to the short-term nature of these instruments.

*Nonrecurring Fair Value Measurements*

Certain nonfinancial assets and liabilities are measured at fair value on a nonrecurring basis and are subject to fair value adjustments in certain circumstances, such as when there is evidence of impairment. These fair value measurements are categorized within level 3 of the fair value hierarchy.

The Company periodically evaluates the carrying value of long-lived assets to be held and used when events or circumstances warrant such a review. Fair value is determined primarily using anticipated cash flows assumed by a market participant discounted at a rate commensurate with the risk involved or in the case of nonfinancial assets or liabilities. During the year ended December 31, 2018, the Company recognized an impairment of $768,459 related to deferred production costs that were deemed impaired due to determination that the remaining revenue associated with the deferred production costs is not sufficient to recover the unamortized cost. Additionally, during the year ended December 31, 2018, the Company recognized an impairment of $236,833 related to certain intangible assets that were deemed impaired due to determination that the future cash flows is not sufficient to recover the carrying value of those assets.

During the year ended December 31, 2018 the Company recorded impairment expense of $9,683,158 to reduce the carrying value of its investment in ESA to fair value, which was determined using a combination of the market approach and asset approach. See Note 5 – Investment for additional details.

Income Taxes

The Company recognizes deferred tax assets and liabilities for the expected future tax consequences of items that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are based on the differences between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance to the extent management concludes it is more likely than not that the assets will not be realized. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the statements of operations in the period that includes the enactment date.

The Company recognizes the tax benefit from an uncertain income tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement by examining taxing authorities.

The Company's policy is to recognize interest and penalties accrued on uncertain income tax positions in interest expense in the Company's statements of operations. As of December 31, 2018, and 2017, the Company had no liability for unrecognized tax benefits. The Company does not expect the unrecognized tax benefits to change significantly over the next 12 months.

See Note 12 – Income Taxes for additional details including the effects of the Tax Cuts and Jobs Act enacted in December 2017.

Commitments and Contingencies

Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated.

Revenue Recognition

The Company recognizes revenue when the following four criteria are met: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) fees are fixed or determinable, and (4) the collectability is reasonably assured.

For multiple element contracts, the Company allocates consideration to the multiple elements based on the relative selling price of each separate element which are determined using vendor specific objective evidence, third-party evidence or the Company's best estimate in order to assign relative fair values.

*Multiplatform revenue*

The Company's multiplatform revenue is comprised of distribution revenue, sponsorship revenue, music royalty revenue and online advertising revenue. Distribution revenue is generated through the distribution of content from both World Poker Tour's library as well as third-party content to global TV networks or through online channels such as Pluto and Unreel from which the Company earns revenue through the placement of ads around WPT's content. Sponsorship revenue is generated through the sponsorship of the Company's content such as its TV content, online events and online streams. Online advertising revenue is generated from third-party advertisements placed on the Company's website. Music royalty revenue is generated when the Company's music is played in the Company's TV series both on TV networks and online.

The Company recognizes distribution revenue and sponsorship revenue pursuant to the terms of each individual contract with the customer and records deferred revenue to the extent the Company has received a payment for services that have yet to be performed or products that have yet to be delivered. Music royalty revenue is recognized at the point in time when the music is played.

Multiplatform revenue was comprised of the following for the years ended December 31, 2018 and 2017:

| | For the Years Ended December 31, | |
|---|---|---|
| | **2018** | **2017** |
| Distribution revenue | $ 861,994 | $ 191,188 |
| Sponsorship revenue | 1,082,077 | 373,445 |
| Music royalty revenue | 1,031,425 | 876,001 |
| Online advertising revenue | 21,161 | – |
| Total multiplatform revenue | $ 2,996,657 | $ 1,440,634 |

*Interactive revenue*

The Company's interactive revenue is primarily comprised of subscription revenue, licensing, social gaming and virtual product revenue. Subscription revenue is generated through fixed rate (monthly, quarterly, annual) subscriptions which offer the opportunity for subscribers to play unlimited poker and access benefits not available to non-subscribers.

The Company recognizes subscription revenue on a straight-line basis and records deferred revenue to the extent the Company receives payments for services that have yet to be provided. The Company recognizes social gaming revenue and virtual product revenue at the point when the product has been delivered. The Company generates licensing revenue by licensing the right to use the Company's brand on products to third-parties. Licensing revenue is recognized pursuant to the terms of each individual contract with the customer and records deferred revenue to the extent the Company has received a payment for products that have yet to be delivered.

Interactive revenue was comprised of the following for the years ended December 31, 2018 and 2017:

| | For the Years Ended December 31, | |
|---|---|---|
| | **2018** | **2017** |
| Subscription revenue | $ 4,964,086 | $ 5,226,136 |
| Virtual product revenue | 3,093,973 | – |
| Social gaming revenue | 674,497 | 1,871,507 |
| Licensing revenue | 349,199 | 546,955 |
| Other revenue | 93,488 | 147,492 |
| Total interactive revenue | $ 9,175,243 | $ 7,792,090 |

*In-person revenue*

The Company's in-person revenue is comprised of event revenue, merchandising revenue and other revenue. Event revenue is generated through World Poker Tour events – TV, non-TV, and DeepStacks Entertainment, LLC and Deepstacks Poker Tour, LLC (collectively "DeepStacks") events – held at the Company's partner casinos as well as Allied Esports events held at the Company's Esports properties. Event revenue is generated from the use of the WPT brand by partner casinos, from naming rights for the Allied Esports arena and from sponsorship arrangements for Allied Esports events at the Esports arena. In-person revenue also includes revenue from ticket sales, admission fees and food and beverage sales for events held at the Company's Esports properties.

The Company recognizes event revenue related to the use of the WPT brand by partner casinos at the time of the WPT-branded event. Event revenues from naming rights of the Company's Esports Arena are recognized on a straight-line basis over the contractual term of the naming rights agreement. Event revenues from sponsorship arrangements for Allied Esports events are recognized on a straight-line basis over the duration of the event, usually three to four days. Ticket revenue is recognized at the completion of an event. Point of sale revenues, such as food and, beverage, gaming and merchandising revenues, are recognized when control of the related goods are transferred to the customer. The Company records deferred revenue to the extent that payment has been received for services that have yet to be performed.

In-person revenue consisted of the following for the years ended December 31, 2018 and 2017:

| | December 31, | |
|---|---|---|
| | **2018** | **2017** |
| Event revenue | $ 5,802,399 | $ 4,440,282 |
| Food and beverage revenue | 814,247 | – |
| Ticket and gaming revenue | 1,621,721 | – |
| Merchandising revenue | 167,194 | – |
| Other revenues | 25,794 | – |
| Total in-person revenue | $ 8,431,355 | $ 4,440,282 |

Stock-Based Compensation

The Company measures the cost of services received in exchange for an award of equity instruments based on the fair value of the award. For employees, the fair value of the award is measured on the grant date and for non-employees, the fair value of the award is generally re-measured on vesting dates and interim financial reporting dates until the service period is complete. The fair value amount is then recognized over the period during which services are required to be provided in exchange for the award, usually the vesting period. The Parent estimates the fair value of the awards granted to its employees and service-providers using a binomial options pricing model based on the market value of the Parent's freely tradable common stock (listed on the Stock Exchange of Hong Kong), for awards that have been granted by the Parent, with compensation expense recorded by the Company.

Advertising Costs

Advertising costs are charged to operations in the year incurred and totaled approximately $1,240,000 and $1,352,000 for the years ended December 31, 2018 and 2017, respectively.

Foreign Currency Translation

The Company's reporting currency is the United States Dollar. The functional currencies of the Company's operating subsidiaries are their local currencies (United States Dollar and Euro). Euro-denominated assets and liabilities are translated into the United States Dollar at the balance sheet date (1.1444 and 1.2002 at December 31, 2018 and 2017, respectively), and revenue and expense accounts are translated at a weighted average exchange rate for the years then ended (1.1809 and 1.1304 for the years ended December 31, 2018 and 2017, respectively). Resulting translation adjustments are made directly to accumulated other comprehensive (loss) income. Losses of $198,513 and $6,029 arising from exchange rate fluctuations on transactions denominated in a currency other than the reporting currency for the years ended December 31, 2018 and 2017, respectively, are recognized in operating results in the combined statements of operations. The Company engages in foreign currency denominated transactions with customers and suppliers, as well as between subsidiaries with different functional currencies.

Subsequent Events

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required adjustment or disclosure in the combined financial statements, except as disclosed.

Segment Reporting

Reportable segments are components of an enterprise about which separate financial information is available for evaluation by the chief operating decision maker in making decisions about how to allocate resources and assess performance. The chief operating decision maker of WPT is WPT's Vice President of Finance and the chief operating decision maker of Allied Esports is Allied Esports' Chief Executive Officer and Chief Financial Officer. Separate discrete financial information for each of WPT and Allied Esports are reviewed separately by different chief operating decision makers, and the operations of each of WPT and Allied Esports are managed separately. As such, the operations of WPT (principally poker gaming and entertainment) and Allied Esports (principally video game events and competitions) are reported as separate operating segments of the Company. See Note 10 – Segment.

Recent Accounting Pronouncements

In May 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers (Topic 606)," ("ASU 2014-09"). ASU 2014-09 supersedes the revenue recognition requirements in ASC 605 - Revenue Recognition ("ASC 605") and most industry-specific guidance throughout ASC 605. The FASB has issued numerous updates that provide clarification on a number of specific issues as well as requiring additional disclosures. The core principle of ASC 606 requires that an entity recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. ASC 606 defines a five-step process to achieve this core principle and, in doing so, it is possible more judgment and estimates may be required within the revenue recognition process than required under existing U.S. GAAP including identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. The guidance also requires enhanced disclosures regarding the nature, amount, timing and uncertainty of revenue and cash flows arising from an entity's contracts with customers. The guidance may be adopted through either retrospective application to all periods presented in the financial statements (full retrospective approach) or through a cumulative effect adjustment to retained earnings at the effective date (modified retrospective approach). The guidance was revised in July 2015 to be effective for private companies and emerging growth public companies for annual and interim periods beginning on or after December 15, 2018. Except for certain contracts related to the Company's distribution and event revenue streams, the Company has completed its ASC 606 analysis and, to date, has not identified any material differences in revenue recognition policies that would have a material impact on its combined financial statements.

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)" ("ASU 2016-02"). ASU 2016-02 requires an entity to recognize assets and liabilities arising from a lease for both financing and operating leases. ASU 2016-02 will also require new qualitative and quantitative disclosures to help investors and other financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases. ASU 2016-02 is effective for private companies and emerging growth public companies for fiscal years beginning after December 15, 2019, with early adoption permitted. The Company is currently evaluating ASU 2016-02 and its impact on its combined financial statements.

In March 2016, the FASB issued ASU No. 2016-09, "Compensation – Stock Compensation (Topic 718)" ("ASU 2016-09"). ASU 2016-09 requires an entity to simplify several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. ASU 2016-09 is effective for private companies and emerging growth public companies for fiscal years beginning after December 15, 2017, with early adoption permitted. The Company adopted this guidance effective January 1, 2018, and the standard did not have a material impact on the Company's combined financial statements and related disclosures.

In August 2016, the FASB issued ASU 2016-15, "Statement of Cash Flows (Topic 230) Classification of Certain Cash Receipts and Cash Payments" ("ASU 2016-15"). The new standard will make eight targeted changes to how cash receipts and cash payments are presented and classified in the statement of cash flows. The new standard for private companies and emerging growth public companies is effective for fiscal years beginning after December 15, 2018. The Company will require adoption on a retrospective basis unless it is impracticable to apply, in which case the Company would be required to apply the amendments prospectively as of the earliest date practicable. The adoption of ASU 2016-15 is not expected to have a material impact on the Company's combined financial statements or disclosures.

In November 2016, the FASB issued ASU 2016-18, "Restricted Cash." This guidance standardizes the presentation of changes to restricted cash on the statement of cash flows by requiring that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amount generally described as restricted cash or restricted cash equivalents. The provisions of this standard are effective for annual reporting periods, and interim reporting periods contained therein, beginning after December 15, 2017, and early adoption is permitted. The Company adopted this guidance effective January 1, 2018 and applied it retrospectively. The adoption of ASU 2016-18 had a material impact to the combined statements of cash flows, as the Company had $8,020,909 in restricted cash at December 31. 2017.

In May 2017, the FASB issued ASU No. 2017-09, Compensation — Stock Compensation (Topic 718); Scope of Modification Accounting. The amendments in this ASU provide guidance that clarifies when changes to the terms or conditions of a share-based payment award must be accounted for as modifications. If the value, vesting conditions or classification of the award changes, modification accounting will apply. The guidance is effective for private companies and emerging growth public companies' fiscal years beginning after December 15, 2017 and interim periods within those fiscal years. The Company adopted this guidance effective January 1, 2018, and the standard did not have a material impact on the Company's combined financial statements and related disclosures.

In June 2018, the FASB issued ASU No. 2018-07, Compensation — Stock Compensation (Topic 718) - Improvements to Nonemployee Share-Based Payment Accounting, which simplifies accounting for share-based payment transactions resulting for acquiring goods and services from nonemployees. ASU 2018-07 is effective for private companies and emerging growth public companies' fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. Early adoption is permitted. The Company is currently evaluating ASU 2018-07 and its impact on its combined financial statements or disclosures.

In July 2018, the FASB issued ASU No. 2018-10, "Codification Improvements to Topic 842, Leases" ("ASU 2018-10"). The amendments in ASU 2018-10 provide additional clarification and implementation guidance on certain aspects of the previously issued ASU No. 2016-02, Leases (Topic 842) ("ASU 2016-02") and have the same effective and transition requirements as ASU 2016-02. Upon the effective date, ASU 2018-10 will supersede the current lease guidance in ASC Topic 840, Leases. Under the new guidance, lessees will be required to recognize for all leases, with the exception of short-term leases, a lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis. Concurrently, lessees will be required to recognize a right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. ASU 2018-10 is effective for private companies and emerging growth public companies for interim and annual reporting periods beginning after December 15, 2019, with early adoption permitted. The guidance is required to be applied using a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative periods presented in the financial statements. The Company is currently assessing the impact this guidance will have on its combined financial statements.

In July 2018, the FASB issued ASU No. 2018-09, "Codification Improvements" ("ASU 2018-09"). These amendments provide clarifications and corrections to certain ASC subtopics including the following: Income Statement - Reporting Comprehensive Income – Overall (Topic 220-10), Debt - Modifications and Extinguishments (Topic 470-50), Distinguishing Liabilities from Equity – Overall (Topic 480-10), Compensation - Stock Compensation - Income Taxes (Topic 718-740), Business Combinations - Income Taxes (Topic 805-740), Derivatives and Hedging – Overall (Topic 815-10), and Fair Value Measurement – Overall (Topic 820-10). The majority of the amendments in ASU 2018-09 will be effective in annual periods beginning after December 15, 2019. The Company is currently evaluating and assessing the impact this guidance will have on its combined financial statements.

In July 2018, the FASB issued ASU No. 2018-11, "Leases (Topic 842): Targeted Improvements," ("ASU 2018-11"). The amendments in ASU 2018-11 related to transition relief on comparative reporting at adoption affect all entities with lease contracts that choose the additional transition method and separating components of a contract affect only lessors whose lease contracts qualify for the practical expedient. The amendments in ASU 2018-11 are effective for private companies and emerging growth public companies for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years. The Company is currently assessing the impact this guidance will have on its combined financial statements.

In August 2018, the FASB issued ASU No. 2018-13, "Fair Value Measurement (Topic 820): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement ("ASU 2018-13"). The amendments in ASU 2018-13 modify the disclosure requirements associated with fair value measurements based on the concepts in the Concepts Statement, including the consideration of costs and benefits. The amendments on changes in unrealized gains and losses, the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements, and the narrative description of measurement uncertainty should be applied prospectively for only the most recent interim or annual period presented in the initial fiscal year of adoption. All other amendments should be applied retrospectively to all periods presented upon their effective date. The amendments are effective for all entities for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years. Early adoption is permitted, including adoption in an interim period. The Company is currently evaluating ASU 2018-13 and its impact on its combined financial statements.

**Note 4 – Business Combination**

In January 2018, the Parent sold its 18.2% ownership interest in Esports Arena, LLC ("ESA"), to Allied Esports. Simultaneously, Allied Esports paid cash of $1,337,454 to purchase an additional 64.2% interest in ESA, such that Allied Esports owned an aggregate 82.4% controlling interest in Esports Arena. The acquisition was considered a business combination as the assets and the intangible assets acquired represent an integrated set of inputs and processes.

Allied Esports recognized goodwill of $4,337,660, arising from the acquisition, which is due mainly to the strategic nature of the Esports Arena acquisition. The goodwill acquired is expected to be deductible for income tax purposes.

The following table summarizes the fair value of the assets acquired and the liabilities recognized at the acquisition date:

| | | |
|---|---|---|
| Assets acquired: | | |
| Cash | $ | 10,353 |
| Property, plant and equipment | | 1,975,864 |
| Customer list | | 940,000 |
| Trade names | | 140,000 |
| Goodwill | | 4,337,660 |
| Other intangibles | | 22,300 |
| Total assets acquired | | 7,426,177 |
| | | |
| Liabilities assumed | | |
| Affiliate advances | | (3,013,706) |
| Accounts payable | | (241,716) |
| Debt | | (120,447) |
| Total liabilities assumed | | (3,375,869) |
| | | |
| Non-controlling interests | | (712,854) |
| | | |
| | $ | 3,337,454 |

Allied Esports identified the following intangible assets that meet the criteria for separate recognition apart from the goodwill for financial reporting purposes:

- Customer list in the amount of $940,000, which represents the important relationships with its customers who purchased sponsorships, merchandise, gaming services and rented the facilities, and,

- Trade names in the aggregate amount of $140,000, which includes Esports Arena names, trademarks, and related domain names, which have recognition in the industry.

Contribution Agreement

In January 2018, Allied Esports entered into a contribution agreement with ESA (the "Contribution Agreement"), whereby Allied Esports committed to contribute $40 million to ESA for the acquisition, construction and development of up to 12 new arenas through January 31, 2020 (“Funding”).

Pursuant to the terms of the Contribution Agreement, in the event that Allied Esports failed to contribute the minimum funding commitments noted above, Allied Esports would be required to convey a portion of its membership interests in ESA to the minority investors of ESA. Effective August 1, 2018, Allied Esports entered into an amendment to the agreement with the non-controlling interest members of ESA (who are not related parties to Allied Esports) to reduce Allied Esports's ongoing contribution requirements, and accordingly, conveyed a majority of its membership interests in ESA to the minority investors, and only retained a 25% non-voting interest in ESA. Additionally, as part of the amendment, Allied Esports reduced its funding commitment to $1,803,126. As of August 1, 2018, Allied Esports derecognized the assets, liabilities and equity of ESA since Allied Esports no longer had a controlling interest in ESA. See Note 5 – Investment for additional details. The deconsolidation of ESA is not considered a discontinued operation, because deconsolidation of ESA does not meet the criteria for discontinued operations under ASC 205-20 “Presentation of Financial Statements, Discontinued Operations”.

**Note 5 – Investment**

As of December 31, 2018, the Company owns a 25% non-voting membership interest in ESA and its wholly-owned subsidiary. See Note 4 – Business Combination and Contribution Agreement. The investment is accounted for as a cost method investment, since the Company does not have the ability to exercise significant influence over the operating and financial policies of ESA.

Management estimated the fair value of ESA with the assistance of a third-party valuation advisor who weighted the estimated fair values determined using the asset approach and the market approach. The income approach wasn’t utilized due to the uncertainty associated with any financial projections that could have been prepared. Under the asset approach, management assessed the fair value of the assets and liabilities using the ESA balance sheets as of each valuation date. Under the market approach, management assessed the fair value of ESA by applying the observed market multiples for a group of comparable public companies, include revenue multiples of 3.7-4.5x and book value multiples of 0.6-1.3x, depending on the valuation date. Management wrote down the carrying value of the investment in ESA to its estimated fair value, recording an aggregate 2018 impairment charge of $9,683,158, which consisted of a $7,438,324 impairment loss at deconsolidation and an additional subsequent impairment loss of $2,244,834.

**Note 6 – Property and Equipment, net**

Property and equipment consist of the following:

| | As of December 31, | |
|---|---|---|
| | **2018** | **2017** |
| Software | $ 3,551,214 | $ 3,771,509 |
| Equipment | 1,172,882 | 1,158,650 |
| Computer equipment | 2,616,510 | 2,206,391 |
| Esports gaming truck | 1,128,905 | 771,279 |
| Furniture and fixtures | 877,472 | 292,374 |
| Production equipment | 7,487,752 | – |
| Leasehold improvements | 12,903,762 | 281,753 |
| | 29,738,497 | 8,481,956 |
| Less: accumulated depreciation and amortization | (8,718,400) | (4,970,620) |
| Subtotal | 21,020,097 | 3,511,336 |
| Construction-in-progress | – | 5,269,155 |
| Property and equipment, net | $ 21,020,097 | $ 8,780,491 |

During the years ended December 31, 2018 and 2017, depreciation and amortization expense amounted to $3,867,102 and $1,111,936 respectively. During the years ended December 31, 2018 and 2017, the Company disposed of an aggregate of $67,784 and $335,694 of fully depreciated property and equipment, respectively.

Construction in progress consists of the following:

| | As of December 31, | |
|---|---|---|
| | 2018 | 2017 |
| Esports arena in Las Vegas, Nevada | | |
| Leasehold improvements | $ – | $ 2,630,809 |
| Computer equipment | – | 2,012,470 |
| Furniture and fixtures | – | 263,248 |
| Software | – | 5,000 |
| Total Esports arena in Las Vegas, Nevada | – | 4,911,527 |
| Gaming truck | – | 357,628 |
| Total construction-in-progress | $ – | $ 5,269,155 |

In preparation for hosting Esports events, Allied Esports committed to repurpose leased space in the Luxor Hotel (the "Lessor") in Las Vegas into an Esports gaming arena, which opened in March 2018. As part of the lease agreement with the Lessor, Allied Esports deposited $9,000,000 with a third-party escrow company. The deposit was held for the sole purpose of constructing the leasehold improvements and withdrawals require approval from a third-party quality control engineer approved by the Lessor. At December 31, 2018 and 2017, $-0- and $8,020,909, respectively remained in the escrow account.

As of December 31, 2017, Allied Esports was in the process of developing a mobile gaming truck to allow the Company to host videogaming events and create content generation hubs throughout the United States. The mobile gaming truck was completed and placed into service during 2018.

**Note 7 – Intangible Assets, net**

Intangible assets consist of the following:

| | Indefinite-Lived Trade Names | Trademarks | Customer Relationships | Intellectual Property | Accumulated Amortization | Total |
|---|---|---|---|---|---|---|
| Balance as of January 1, 2017 | 1,000,000 | 24,882,577 | 3,457,724 | – | (6,229,824) | 23,110,477 |
| Purchases of intangibles | – | – | – | 262,092 | – | 262,092 |
| Amortization expense | – | – | – | – | (3,095,007) | (3,095,007) |
| Balance as of December 31, 2017 | 1,000,000 | 24,882,577 | 3,457,724 | 262,092 | (9,324,831) | 20,277,562 |
| Purchases of intangibles | – | 31,739 | – | 6,820 | – | 38,559 |
| Amortization expense | – | – | – | – | (2,844,296) | (2,844,296) |
| Impairment of intellectual property | – | – | – | (236,833) | – | (236,833) |
| Balance as of December 31, 2018 | $ 1,000,000 | $ 24,914,316 | $ 3,457,724 | $ 32,079 | $ (12,169,127) | $ 17,234,992 |
| Weighted average remaining amortization period at December 31, 2018 (in years) | n/a | 6.5 | n/a | 9.3 | | |

Amortization of intangible assets consists of the following:

| | Indefinite-Lived Trade Names | Trademarks | Customer Relationships | Intellectual Property | Accumulated Amortization |
|---|---|---|---|---|---|
| Balance as of January 1, 2017 | $ – | $ 3,720,649 | $ 2,509,175 | $ – | $ 6,229,824 |
| Amortization expense | – | 2,494,174 | 600,833 | – | 3,095,007 |
| Balance as of December 31, 2017 | – | 6,214,823 | 3,110,008 | – | 9,324,831 |
| Amortization expense | – | 2,494,174 | 347,716 | 2,406 | 2,844,296 |
| Balance as of December 31, 2018 | $ – | $ 8,708,997 | $ 3,457,724 | $ 2,406 | $ 12,169,127 |

As of December 31, 2018, management determined that the projected cash flows from certain intellectual property would not be sufficient to recover the carrying value of those assets. Accordingly, the Company recorded an impairment charge of $236,833 which is included in operating costs and expenses on the accompanying combined statements of operations. As of December 31, 2018, trademarks in the aggregate amount of $133,853 have not yet been placed in service and therefore the Company has not recognized any amortization expense relating to these intangibles for the periods presented. These intangible assets will be amortized on a straight-line basis over the shorter of their license periods or estimated useful lives ranging from two to ten years.

Estimated future amortization expense is as follows:

| Years Ending December 31, | |
|---|---|
| 2019 | $ 2,497,382 |
| 2020 | 2,497,382 |
| 2021 | 2,497,382 |
| 2022 | 2,497,382 |
| 2023 | 2,497,382 |
| Thereafter | 3,748,082 |
| | $ 16,234,992 |

**Note 8 – Deferred Production Costs**

Deferred production costs consist of the following:

| | As of December 31, | |
|---|---|---|
| | 2018 | 2017 |
| Deferred production costs | $ 23,604,111 | $ 17,905,111 |
| Less: accumulated amortization | (14,545,267) | (12,886,232) |
| Deferred production costs, net | $ 9,058,844 | $ 5,018,879 |
| Weighted average remaining amortization period at December 31, 2018 (in years) | 4.02 | |

During the years ended December 31, 2018 and 2017, production costs of $1,663,835 and $3,707,590, respectively, were expensed and are reflected in multiplatform costs in the combined statements of operations. In addition, the Company recorded impairment of capitalized production costs of $768,459 and $0 during the years ended December 31, 2018 and 2017, respectively.

**Note 9 – Line of Credit**

In May 2018, Allied Esports entered into a $5,000,000 line of credit with a bank, bearing interest of 2.650% per annum with monthly payments of interest only. The line of credit is secured by a $5,000,000 certificate of deposit provided by Parent as collateral. All outstanding principal and accrued interest are due at maturity in May 2019. In October 2018, the $5,000,000 line of credit was repaid by the Parent using its collateralized certificate of deposit. As a result, Allied Esports owed $5,000,000 to the Parent as of December 31, 2018. There is no stated interest rate or repayment terms related to this liability. See Note 11 – Related Parties – Due to Parent for additional details. During 2018, the Company incurred $55,178 of interest expense related to this line of credit.

**Note 10 – Segment Data**

Each of the Company's business segments offer different, but synergistic products and services and are managed separately, by different chief operating decision makers.

The Company's business consists of two reportable segments:

- Poker gaming and entertainment, provided through WPT, including televised gaming and entertainment, land-based poker tournaments, online and mobile poker applications.
- Esports, provided through Allied Esports, including multiplayer video game competitions.

The following tables present segment information for each of the last two years:

| | For the year ended December 31, 2018 | | | For the year ended December 31, 2017 | | |
|---|---|---|---|---|---|---|
| | Gaming & Entertainment | Esports | TOTAL | Gaming & Entertainment | Esports | TOTAL |
| **Revenues** | $ 16,326,923 | $ 4,276,332 | $ 20,603,255 | $ 13,575,239 | $ 97,767 | $ 13,673,006 |
| **Revenues from Foreign Operations** | $ 2,499,058 | $ 384,433 | $ 2,883,491 | $ 2,199,058 | $ 97,663 | $ 2,296,721 |
| **Loss from Operations** | $ (2,116,272) | $ (26,714,191) | $ (28,830,463) | $ (13,512,157) | $ (4,028,675) | $ (17,540,832) |
| **Depreciation and Amortization** | $ 4,003,937 | $ 2,707,461 | $ 6,711,398 | $ 4,070,283 | $ 136,660 | $ 4,206,943 |
| **Interest Expense, net** | $ – | $ (2,117,438) | $ (2,117,438) | $ (49) | $ (540,321) | $ (540,370) |
| **Capital Expenditures** | $ 735,031 | $ 16,409,366 | $ 17,144,397 | $ 1,473,437 | $ 6,202,188 | $ 7,675,625 |
| **Total Assets** | $ 37,315,493 | $ 27,931,444 | $ 65,246,937 | $ 32,978,709 | $ 20,375,934 | $ 53,354,643 |
| **Total Property and Equipment, net** | $ 711,863 | $ 20,308,234 | $ 21,020,097 | $ 2,128,635 | $ 6,651,856 | $ 8,780,491 |
| **Total Property and Equipment, net in Foreign Countries** | $ – | $ 442,925 | $ 442,925 | $ 2,573 | $ 611,809 | $ 614,382 |

One customer of the Gaming and Entertainment segment accounted for 18% of its segment revenues and 15% of total Company revenues for the year ended December 31, 2018.

During the years ended December 31, 2018 and 2017, 9% and 100% of the Esports segment revenues, respectively, were from foreign sources, and 15% and 16%, of the Gaming and Entertainment revenues, respectively, were from foreign sources.

**Note 11 – Related Parties**

Notes Payable to Parent

The Company has promissory notes payable to Parent. Borrowings on the notes are unsecured and bear interest at 6% per annum. The notes mature on December 31, 2021. As of December 31, 2017, the Company owed principal and interest under the Notes Payable to Parent of $23,375,380 and $550,133, respectively. From January – October 2018, Notes Payable to Parent increased by $13,997,142 of which $8,357,057 represented cash proceeds and $5,610,085 represented non-cash. During November and December 2018, as part of a corporate restructuring, the Parent converted $37,372,522 of the outstanding notes payable to Parent to Parent's Net Investment. In addition, in connection with the restructuring, accrued interest in the amount of $2,150,487 was forgiven by the Parent, and was recorded as a contribution to capital.

Due to Parent

As of December 31, 2018 and 2017, due to Parent consisted of payments of certain operating expenses, investing activities and financing activities made on behalf of the Company by the Parent. There is no stated interest rate or definitive repayment terms related to this liability.

In May 2018, Allied Esports entered into a $5,000,000 line of credit with a bank, bearing interest of 2.650% per annum with monthly payments of interest only. The line of credit was secured by a $5,000,000 certificate of deposit held by Parent as collateral. All outstanding principal and accrued interest were due at maturity in May 2019. In October 2018, the $5,000,000 line of credit was repaid using the collateralized certificate of deposit. As a result, Allied Esports owed $5,000,000 to Parent, which is included in the amount Due to Parent as of December 31, 2018. There is no stated interest rate or defined repayment terms related to this liability.

During the year ended December 31, 2018, Allied Esports received net aggregate advances of $16,800,000 from the Parent. During the years ended December 31, 2018 and 2017, WPT received advances from the Parent net of repayments, totaling approximately $6,112,000 and $9,148,000, respectively. These advances from the Parent were partially funded from the bridge financing described below. There are no stated interest rates or defined repayment terms related to these advances. The weighted average balance of advances owed to the Parent during the years ended December 31, 2018 and 2017 was $21,965,152 and $6,426,526, respectively. Advances during the years ended December 31, 2018 and 2017 consisted of the following:

| | For the Years Ended December 31, | |
|---|---|---|
| | **2018** | **2017** |
| Advances for working capital needs | $ 22,912,205 | $ 8,123,017 |
| Due to Parent for purchase of Deepstacks | – | 500,000 |
| Due to Parent for purchase of property and equipment | – | 525,582 |
| | $ 22,912,205 | $ 9,148,599 |

Bridge Financing

On October 11, 2018, the Parent issued a series of secured convertible promissory notes (the "Notes") whereby investors provided Parent with $10 million to be used for the operations of the Company. The Notes are due and payable on the first to occur of (i) the one-year anniversary of the issuance date, or (ii) upon conversion of the Notes into equity as part of the Merger. As security for purchasing the Notes, the investors received a security interest in Allied Esports' assets (second to any liens held by the landlord of the Las Vegas arena for property located in that arena), as well as a pledge of the equity of all of the entities comprising WPT. The liens and pledge described above only apply during the period of time that the investors are note holders.

Restructuring

In November and December 2018, the Company underwent a corporate entity restructuring for the purpose preparing the Company for the Merger. As part of the restructuring, AEEI, a new holding entity, was formed and AEII became a wholly-owned subsidiary of AEEI. The plan is for WPT to also become a wholly-owned subsidiary of AEEI prior to the closing of the Merger. The restructuring resulted in a $42,505,325 increase in Parent's net investment consisting of notes payable, accrued interest and other related liabilities.

Stock Options

In 2015, the Parent issued options to purchase common stock of the Parent to certain employees and a consultant of WPT. Accordingly, during the years ended December 31, 2018 and 2017, the Company recorded ($766,417) and $483,371, respectively, of stock-based compensation which is reflected in general and administrative expenses in the combined statements of operations. As of December 31, 2018, there was $5,877 of unamortized stock-based compensation expense which will be recognized over a remaining period of 0.5 years.

Profit Participation Plan

In January 2018, certain employees of WPT entered into profit participation agreements pursuant to which the employees, commencing with the calendar year 2018, were entitled to an annual payment equal to a range of 1% to 4% of the net profits of the Company during such calendar year. Upon an occurrence of a change in control of WPT, the employees would be entitled to: (i) a payment equal to a range of 1% to 4% of the net profits of the Company through the fiscal quarter end prior to the closing of such change in control; and (ii) a payment equal to a range of 0.5% to 4% of the value of outstanding shares of WPT, pursuant to the profit participation agreement. In connection with the profit participation agreement, the participating employees forfeited the unvested portion of their options to purchase the Parent's common stock. The Company recognized expense of $70,000 related to the Profit Participation Plan during the year ended December 31, 2018.

Share Purchase Agreements

On November 5, 2018, Allied Esports Media Inc. sold 1,199,191 shares of restricted common stock, representing an aggregate 12.16% ownership interest, to certain employees and stakeholders of the Company, for consideration of $0.001 per share. A December 17, 2018 Letter Agreement between the parties clarifies that if the Merger fails to close before July 1, 2019, upon the request of Allied Esports Media, Inc. or Allied Esports International, Inc., the common stock will be forfeited and it will be replaced with an equivalent number of options to purchase the equity of Allied Esports International, Inc., but the remaining option terms, including the exercise price, have not been specified. Accordingly, the option doesn't currently meet the accounting definition of a grant. The Company has determined that it cannot consider the closing of the Merger to be probable as of December 31, 2018. Accordingly, the Company has not recognized any stock-based compensation during 2018. The excess of the grant date fair value of the common stock as compared to the purchase price will eventually be recorded as stock-based compensation, if the merger closes on a timely basis. Management, with the assistance of a third-party valuator, estimated the grant date fair value on November 5, 2018 (prior to combination with World Poker Tour and prior to the conversion of notes payable to Parent to Parent's Net Investment) to be $0.33 per share by weighting the estimated values derived under the asset approach, the market approach and by reference to the letter of intent terms for the Merger.

**Note 12 – Income Taxes**

The Company and its subsidiaries file tax returns in the United States (federal and California), Gibraltar, Ireland and Germany.

In December 2017, the U.S. Congress enacted The Tax Cuts and Jobs Act (the "Act"). The primary provisions of the Act impacting the Company is the reduction to the U.S. corporate income tax rate from 35% to 21%, eliminating certain deductions, and imposing a mandatory one-time transition tax on accumulated earnings of foreign subsidiaries. The change in tax law required the Company to remeasure existing net deferred tax assets using the lower rate in the period of enactment resulting in an income tax expense of approximately $5,300,000 which is fully offset by a corresponding tax benefit of $5,300,000 which related to the corresponding reduction in the valuation allowance for the year ended December 31, 2017. There were no specific impacts of Tax Reform that could not be reasonably estimated which the Company accounted for under prior tax law.

The U.S. and foreign components of income (loss) before income taxes were as follows:

| | For the Years Ended December 31, | |
|---|---|---|
| | **2018** | **2017** |
| United States | $ (28,118,382) | $ (14,890,677) |
| Foreign | (2,901,343) | (3,196,554) |
| Loss before income taxes | $ (31,019,725) | $ (18,087,231) |

The income tax provision (benefit) for the years ended December 31, 2018 and 2017 consist of the following:

| | For the Years Ended December 31, | |
|---|---|---|
| | **2018** | **2017** |
| Federal | | |
| Current | $ – | $ – |
| Deferred | (4,840,852) | 847,315 |
| State and local: | | |
| Current | – | – |
| Deferred | 346,679 | (1,290,314) |
| Foreign | | |
| Current | – | – |
| Deferred | (187,853) | (160,764) |
| | (4,682,026) | (603,763) |
| Change in valuation allowance | 4,682,026 | 603,763 |
| Income tax provision (benefit) | $ – | $ – |

The reconciliation of the expected tax expense (benefit) based on the U.S. federal statutory rates for 2018 and 2017, respectively, with the actual expense is as follows:

| | For the Years Ended December 31, | |
|---|---|---|
| | **2018** | **2017** |
| U.S. federal statutory rate | (21.0%) | (34.0%) |
| State taxes, net of federal benefit | (2.0%) | (6.0%) |
| Permanent differences | 3.8% | 1.4% |
| Statutory rate differential - domestic. vs. foreign | 1.8% | 6.2% |
| Changes in tax rates | 2.9% | 29.2% |
| Other | (0.6%) | (0.1%) |
| Change in valuation allowance | 15.1% | 3.3% |
| Income tax provision (benefit) | 0.0% | 0.0% |

The tax effects of temporary differences that give rise to deferred tax assets are presented below:

| | For the Years Ended December 31, | |
|---|---|---|
| | **2018** | **2017** |
| Deferred Tax Assets: | | |
| Net operating loss carryforwards | $ 13,521,964 | $ 7,465,367 |
| Production costs | 2,056,726 | 3,512,147 |
| Investment | 2,183,396 | – |
| Stock-based compensation | 40,516 | 540,277 |
| Capitalized start-up costs | 411,842 | 517,932 |
| Property and equipment | – | 123,241 |
| Accruals and other | 398,310 | 343,689 |
| Gross deferred tax assets | 18,612,754 | 12,502,653 |
| Property and equipment | (1,428,075) | – |
| Net deferred tax assets | 17,184,679 | 12,502,653 |
| Valuation allowance | (17,184,679) | (12,502,653) |
| Deferred tax assets, net of valuation allowance | $ – | $ – |

As of December 31, 2018, the Company had approximately $51,000,000, $33,500,000 and $3,500,000 of federal, state and foreign net operating loss (“NOL”) carryforwards available to offset against future taxable income. Of the federal NOLS, $25,900,000 may be carried forward for twenty years and begin to expire in 2035, while $25,100,000 have no expiration. The federal and state NOL carryovers are subject to annual limitations under Section 382 of the U.S. Internal Revenue Code when there is a greater than 50% ownership change, as determined under the regulations. There was a change of control on or about June 2015 and the Company has determined that, approximately $34,000,000 of federal and state NOLs will expire unused and are not included in the available NOLs stated above. Therefore, we reduced the related deferred tax asset for these NOL carryovers by approximately $13,600,000 from June 2015 forward. To date, no additional annual limitations have been triggered, but the Company remains subject to the possibility that a future greater than 50% ownership change could trigger annual limitations on the usage of NOLs.

The Company assesses the likelihood that deferred tax assets will be realized. ASC 740, “Income Taxes” requires that a valuation allowance be established when it is “more likely than not” that all, or a portion of, deferred tax assets will not be realized. A review of all available positive and negative evidence needs to be considered, including the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies. After consideration of all the information available, management believes that uncertainty exists with respect to future realization of its deferred tax assets and has, therefore, established a full valuation allowance as of December 31, 2018 and 2017. For the years ended December 31, 2018 and 2017, the increase in the valuation allowance was $4,682,026 and $603,763, respectively.

The Company’s tax returns remain subject to examination by various taxing authorities beginning with the tax year ended December 31, 2015. No tax audits were commenced or were in process during the years ended December 31, 2018 and 2017.

**Note 13 – Commitments and Contingencies**

Operating Leases

Effective on March 23, 2017, Allied Esports entered into a non-cancellable operating lease for 30,000 square feet of event space in Las Vegas, Nevada, for the purpose of hosting Esports activities (the "Las Vegas Lease"). As part of the Las Vegas Lease, Allied Esports committed to build leasehold improvements to repurpose the space for Esports events prior to March 23, 2018, the day the Arena opened to the public (the "Commencement Date"). Initial lease terms are for minimum monthly payments of $125,000 for 60 months with an option to extend for an additional 60 months at $137,500 per month. Additional annual tenant obligations are estimated at $2 per square foot for Allied Esports' portion of real estate taxes and $5 per square foot for common area maintenance costs. Lease payments are scheduled to start at the Commencement Date. The aggregate base rent payable over the lease term will be recognized on a straight-line basis.

The Las Vegas Lease also provides for Allied Esports to pay to the lessor an amount equal to 7% of Allied Esports gross sales from the Las Vegas arena, as defined, ("Percentage Rent") to the extent that the Percentage Rent exceeds the minimum annual rent commitment. The Percentage rent shall not exceed $3,000,000 per lease year and is to be paid in monthly installments.

The Company recognized lease expense related to the Las Vegas Lease amounted to $1,250,000 and $968,750 for years ended December 31, 2018 and 2017, respectively, which is included in in-person costs on the accompanying statement of operations.

WPT entered into a non-cancellable operating lease in 2004 for 8,519 square feet of space located in Los Angeles, California (the "LA Lease") with respect to its operations. The LA Lease calls for an annual base rental during the term ranging between $393,578 and $442,975 and expires in January 2021, with an option to extend for an additional 60 months at the market rate, as defined. The aggregate base rent payable over the lease term will be recognized on a straight-line basis. Rent expense in connection with the LA Lease is capitalized as deferred production costs as incurred (see Note 8 - Deferred Production Costs).

ELC Gaming maintains an office space under a non-cancellable operating lease in Germany that expires in December 2019 with an option to extend for three years (the "Germany Lease"). Lease payments are approximately $7,100 per month.

WPT entered into a non-cancellable operating lease in 2011 for 11,156 square feet of space located in Irvine, California (the "Irvine Lease") with respect to its operations. The Irvine Lease calls for minimum monthly payments ranging between $25,101 and $29,563 during the rental term and expires in April 2019 with an option to extend for an additional 60 months at the market rate, as defined. The aggregate base rent payable over the lease term is recognized on a straight-line basis. The lease was not renewed and WPT plans to move its headquarters to a temporary location while construction is completed on a new lease that the Company entered on March 29, 2019 (see Note 14 – Subsequent Events).

The Company's aggregate rent expense related to the Germany Lease and the Irvine Lease amounted to $432,707 and $400,224 for the years ended December 31, 2018 and 2017, respectively, and is reflected in general and administrative expenses in the combined statements of operations.

The scheduled future minimum lease payments under the Company's leases are as follows:

| Year Ending December 31, | |
|---|---|
| 2019 | 2,163,160 |
| 2020 | 1,941,900 |
| 2021 | 1,536,915 |
| 2022 | 1,500,000 |
| 2023 | 337,500 |
| | $ 7,479,475 |

Executive Engagement Agreement

In January 2018, the Parent amended an employment agreement between the Parent and the Chief Executive Officer of WPT (the "WPT CEO"), such that WPT guarantees any unpaid compensation obligations earned through June 2019, including payments to the WPT CEO upon the closing of the Merger, as described below.

Payments to WPT CEO

Pursuant to the employment agreement of the WPT CEO, both personally and through his consulting company, upon the closing of the Merger, the WPT CEO will be entitled to receive payments equal to (i) 2% of the sale of WPT up to $45 million, and 1% of the sale of WPT over $45 million; (ii) 2.5% of the shares and cash received by Parent in the Merger; and (iii) a payment of $1.5 million for reaching certain profitability goals of WPT, as described above, which are an obligation of the Parent.

Litigations, Claims, and Assessments

The Company is involved in various disputes, claims, liens and litigation matters arising out of the normal course of business. While the outcome of these disputes, claims, liens and litigation matters cannot be predicted with certainty, after consulting with legal counsel, management does not believe that the outcome of these matters will have a material adverse effect on the Company's combined financial position, results of operations or cash flows.

**Note 14 – Subsequent Events**

Lease Agreement

On March 29, 2019, WPT entered into an operating lease for approximately 25,000 square feet of space located in Irvine, California (the "New Irvine Lease") with respect to its operations. The lease term is 167 months and monthly base rent under the New Irvine lease begins at $65,134 and increases to $95,652 over the term of the lease. The lease is guaranteed by the Parent. WPT has a one-time option of reducing the size of the leased premises to 10,000 square feet on or before June 15, 2019. In the event of such reduction, the parties have agreed to amend the lease agreement, along with the base rent and other costs payable by WPT, based upon the reduced square footage.

Exhibit 99.2

**WORLD POKER TOUR AND ALLIED ESPORTS**

**Index to Condensed Combined Financial Statements**

**WORLD POKER TOUR AND ALLIED ESPORTS**

**Condensed Combined Balance Sheets**

| | June 30, 2019 (unaudited) | December 31, 2018 |
|---|---|---|
| **Assets** | | |
| Current Assets | | |
| Cash | $ 6,969,437 | $ 10,471,296 |
| Accounts receivable | 2,914,274 | 1,533,235 |
| Prepaid expenses and other current assets | 862,812 | 711,889 |
| Total Current Assets | 10,746,523 | 12,716,420 |
| | | |
| Property and equipment, net | 19,755,660 | 21,020,097 |
| Goodwill | 4,083,621 | 4,083,621 |
| Intangible assets, net | 16,065,625 | 17,234,992 |
| Deposits | 632,963 | 632,963 |
| Deferred production costs | 10,735,524 | 9,058,844 |
| Investment, ESA | 1,138,631 | 500,000 |
| Total Assets | $ 63,158,547 | $ 65,246,937 |
| | | |
| **Liabilities and Parent's Net Investment** | | |
| Current Liabilities | | |
| Accounts payable | $ 1,218,573 | $ 1,072,499 |
| Accrued expenses | 3,198,366 | 2,442,145 |
| Deferred revenue | 3,223,308 | 3,307,843 |
| Convertible debt | 3,000,000 | – |
| Convertible debt, related party | 1,000,000 | – |
| Due to Parent | 32,703,008 | 33,019,510 |
| Total Current Liabilities | 44,343,255 | 39,841,997 |
| | | |
| Deferred rent | 1,451,717 | 1,383,644 |
| Total Liabilities | 45,794,972 | 41,225,641 |
| | | |
| Commitments and Contingencies | | |
| | | |
| **Parent's Net Investment** | | |
| Parent's net investment | 17,363,575 | 24,021,296 |
| Total Parent's Net Investment | 17,363,575 | 24,021,296 |
| Total Liabilities and Parent's Net Investment | $ 63,158,547 | $ 65,246,937 |

*The accompanying notes are an integral part of these condensed combined financial statements.*

**WORLD POKER TOUR AND ALLIED ESPORTS**

**Condensed Combined Statements of Operations and Comprehensive Loss**
**(unaudited)**

| | For the Six Months Ended June 30, | |
|---|---|---|
| | **2019** | **2018** |
| **Revenues** | | |
| Multiplatform | $ 2,508,990 | $ 1,172,300 |
| Interactive | 4,764,003 | 4,681,117 |
| In-person | 6,300,401 | 3,865,638 |
| **Total Revenues** | 13,573,394 | 9,719,055 |
| | | |
| **Costs and expenses** | | |
| Multiplatform (exclusive of depreciation and amortization) | 2,121,121 | 1,053,751 |
| Interactive (exclusive of depreciation and amortization) | 1,406,534 | 1,290,561 |
| In-person (exclusive of depreciation and amortization) | 1,491,279 | 2,777,860 |
| Online operating expenses | 529,759 | 1,771,262 |
| Selling and marketing expenses | 1,938,931 | 2,841,055 |
| General and administrative expenses | 8,666,474 | 8,493,543 |
| Depreciation and amortization | 3,417,844 | 3,336,044 |
| Impairment expense | 600,000 | 4,337,660 |
| **Total Costs and Expenses** | 20,171,942 | 25,901,736 |
| **Loss From Operations** | (6,598,548) | (16,182,681) |
| | | |
| **Other (Expense) Income:** | | |
| Other income | – | 12,895 |
| Interest expense | (66,890) | (1,313,258) |
| Foreign currency exchange income | – | (129,310) |
| **Total Other Expense** | (66,890) | (1,429,673) |
| | | |
| **Net Loss** | (6,665,438) | (17,612,354) |
| Net loss attributed to non-controlling interest | – | 2,803,922 |
| **Net Loss Attributable to Parent** | $ (6,665,438) | $ (14,808,432) |
| | | |
| **Comprehensive Loss:** | | |
| Net loss | $ (6,665,438) | $ (17,612,354) |
| Other comprehensive loss: | | |
| Foreign currency translation gain (loss) | 7,717 | (183,027) |
| **Total Comprehensive Loss** | (6,657,721) | (17,795,381) |
| Less: comprehensive loss attributable to non-controlling interest | – | 2,803,922 |
| **Comprehensive loss attributable to Parent** | $ (6,657,721) | $ (14,991,459) |

*The accompanying notes are an integral part of these condensed combined financial statements.*

**WORLD POKER TOUR AND ALLIED ESPORTS**

**Condensed Combined Statements of Changes in Parent's Net Investment**
**(unaudited)**

| | Parent's Net Investment (Deficit) |
|---|---|
| Balance at January 1, 2019 | $ 24,021,296 |
| Net loss | (6,665,438) |
| Other comprehensive gain | 7,717 |
| Balance at June 30, 2019 | $ 17,363,575 |
| | |
| Balance at January 1, 2018 | $ 12,610,375 |
| Net loss | (17,612,354) |
| Acquisition of ESA | 712,854 |
| Other comprehensive loss | (183,027) |
| Net contributions from Parent | (779,000) |
| Balance at June 30, 2018 | $ (5,251,152) |

*The accompanying notes are an integral part of these condensed combined financial statements.*

**ALLIED ESPORTS AND WORLD POKER TOUR**

**Condensed Combined Statements of Cash Flows**
**(unaudited)**

| | For The Six Months Ended June 30, | |
|---|---|---|
| | **2019** | **2018** |
| **Cash Flows From Operating Activities** | | |
| Net loss | $ (6,665,438) | $ (17,612,354) |
| Adjustments to reconcile net loss to net cash used in operating activities: | | |
| Stock-based compensation | – | (779,000) |
| Depreciation and amortization | 3,417,844 | 3,336,044 |
| Impairment expense | 600,000 | 4,337,660 |
| Write-off of capitalized software costs | – | 648,563 |
| Deferred rent | 68,073 | 153,324 |
| Accrued interest on notes payable to Parent | – | 1,150,471 |
| Changes in operating assets and liabilities: | | – |
| Accounts receivable | (1,379,412) | (417,707) |
| Deposits | – | 19,397 |
| Deferred production costs | (1,676,680) | (3,619,373) |
| Prepaid expenses and other current assets | (142,571) | (533,119) |
| Accounts payable | 152,272 | 1,793,325 |
| Accrued expenses | 745,197 | (38,436) |
| Deferred revenue | (84,535) | 1,572,100 |
| Total adjustments | 1,700,188 | 7,623,249 |
| Net Cash Used In Operating Activities | (4,965,250) | (9,989,105) |
| **Cash Flows From Investing Activities** | | |
| Purchases of property and equipment | (900,054) | (18,840,213) |
| Purchases of intangible assets | (80,671) | (84,399) |
| ESA investment | (1,238,631) | (1,327,101) |
| Net Cash Used In Investing Activities | (2,219,356) | (20,251,713) |
| **Cash Flows From Financing Activities** | | |
| Proceeds from convertible debt, related party | 1,000,000 | – |
| Proceeds from convertible debt | 3,000,000 | – |
| Proceeds from notes payable to Parent | – | 16,763,706 |
| Due to Parent | (316,502) | 13,767,710 |
| Net Cash Provided By Financing Activities | 3,683,498 | 30,531,416 |
| **Effect of Exchange Rate Changes on Cash** | (751) | (197,593) |
| **Net (Decrease) Increase In Cash And Restricted Cash** | (3,501,859) | 93,005 |
| Cash and restricted cash - Beginning of period | 10,471,296 | 13,610,138 |
| Cash and restricted cash - End of period | $ 6,969,437 | $ 13,703,143 |
| Cash and restricted cash consisted of the following: | | |
| Cash | 6,969,437 | 13,511,646 |
| Restricted cash | – | 191,497 |
| | $ 6,969,437 | $ 13,703,143 |
| **Supplemental Disclosures of Cash Flow Information:** | | |
| Cash paid during the period for interest | $ – | $ – |
| **Non-cash investing and financing activities:** | | |
| Non cash Investment in ESA | $ – | $ 5,375,869 |

*The accompanying notes are an integral part of these condensed combined financial statements.*

**WORLD POKER TOUR AND ALLIED ESPORTS**

**Notes to Condensed Combined Financial Statements**

**Note 1 – Background and Basis of Presentation**

The accompanying condensed combined financial statements include the accounts of Noble Link Global Limited ("Noble Link") and Allied Esports Media, Inc., formerly known as Allied Esports Entertainment, Inc. ("AEM"). Allied Esports Media changed its name from Allied Esports Entertainment, Inc. to Allied Esports Media, Inc. on January 29, 2019. Allied Esports Media, together with its subsidiaries described below, is referred to herein as "Allied Esports").

Noble Link was incorporated in the British Virgin Islands on May 5, 2015. Noble Link operates through several wholly owned subsidiaries. (Noble Link and its subsidiaries are collectively "World Poker Tour" or "WPT"). World Poker Tour is an internationally televised gaming and entertainment company with brand presence in land-based tournaments, television, online and mobile applications. WPT has been involved in the sport of poker since 2002 and created a television show based on a series of high-stakes poker tournaments. WPT has broadcasted globally in more than 150 countries and territories and is sponsored by a third-party online social poker site. WPT also operates ClubWPT.com, a site that offers inside access to the WPT database, as well as sweepstakes-based poker available in 35 states across the United States. WPT also participates in strategic brand licensing, partnership, and sponsorship opportunities. On June 30, 2019, WPT completed a reorganization whereby certain of its wholly owned subsidiaries were merged.

Allied Esports operates through its wholly owned subsidiaries Allied Esports International, Inc., ("AEII"), Esports Arena Las Vegas, LLC ("ESALV") and ELC Gaming GMBH ("ELC Gaming"). Allied Esports Media, a Delaware Corporation, was formed in November 2018 to eventually act as a holding company for Allied Esports and immediately prior to close of the Merger (see below) to also include WPT (see Note 9, Related Parties). AEII operates global competitive Esports properties designed to connect players and fans via a network of connected arenas. ESALV operates a flagship gaming arena located at the Luxor Hotel in Las Vegas, Nevada. ELC Gaming operates a mobile Esports truck that serves as both a battleground and content generation hub and also operates a studio for recording and streaming gaming events.

WPT and Allied Esports (collectively the "Company") are subsidiaries of Ourgame International Holdings Limited ("Parent"), which was incorporated in the Cayman Islands on December 4, 2013. As of the earliest date of these condensed combined financial statements, the Parent owned 100% and 84.6% of WPT and AEII, respectively. The Company elected to apply pushdown accounting; accordingly, the condensed combined financial statements of WPT and Allied Esports represent the carrying value of the Parent's historical cost in these entities.

On December 19, 2018, the Company became a party to a Merger Agreement (the "Merger Agreement") with Black Ridge Acquisition Corp. ("BRAC"), which will result in BRAC acquiring Allied Esports and WPT (the "Merger"). On August 9, 2019, the Merger was consummated such that Noble Link merged with and into AEM, with AEM being the surviving entity, and AEM became a wholly-owned subsidiary of BRAC.

The accompanying unaudited condensed combined financial statements of WPT and Allied Esports (collectively the "Company") have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information. Accordingly, they do not include all of the information and disclosures required by U.S. GAAP for annual combined financial statements. In the opinion of management, such statements include all adjustments which are considered necessary for a fair presentation of the unaudited condensed combined financial statements of the Company as of June 30, 2019 and for the six months ended June 30, 2019 and 2018. The results of operations for the six months ended June 30, 2019 are not necessarily indicative of the operating results for the full year ending December 31, 2019 or any other period. These unaudited condensed combined financial statements have been derived from the accounting records of WPT and Allied Esports and should be read in conjunction with the accompanying notes thereto.

**Note 2 - Going Concern and Management's Plans**

As of June 30, 2019, the Company had cash, a working capital deficit and Parent's net investment of approximately $7.0 million, $33.6 million and $17.4 million, respectively. For the six months ended June 30, 2019 and 2018, the Company incurred net losses of approximately $6.7 million and $17.6 million, respectively, and used cash in operations of $5.0 million and $10.0 million, respectively. The aforementioned factors raise substantial doubt about the Company's ability to continue as a going concern within one year after the issuance date of these condensed combined financial statements.

The accompanying condensed combined financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"), which contemplate continuation of the Company as a going concern and the realization of assets and the satisfaction of liabilities in the normal course of business. The condensed combined financial statements do not include any adjustments relating to the recoverability and classification of asset amounts or the classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

The Company's continuation is dependent upon attaining and maintaining profitable operations and, until that time, raising additional capital as needed, but there can be no assurance that it will be able to close on sufficient financing. The Company's ability to generate positive cash flow from operations is dependent upon generating sufficient revenues. To date, Parent has funded the Company's operations. The Company cannot provide any assurances that it will be able to secure additional funding, either from its Parent, or from equity offerings or debt financings on terms acceptable to the Company, if at all. If the Company is unable to obtain the requisite amount of financing needed to fund its planned operations, it would have a material adverse effect on its business and ability to continue as a going concern, and it may have to curtail, or even cease, certain operations.

**Note 3 - Significant Accounting Policies**

There are no material changes from the significant accounting policies set forth in Note 3 – Significant Accounting Policies of the Company's accompanying notes to the combined financial statements for the year ended December 31, 2018, except for the following accounting policy.

Revenue Recognition

On January 1, 2019, the Company adopted ASC Topic 606, "Revenue from Contracts with Customers" ("ASC 606"). The core principle of ASC 606 requires that an entity recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. ASC 606 defines a five-step process to achieve this core principle and, in doing so, it is possible more judgment and estimates may be required within the revenue recognition process than required under existing accounting principles generally accepted in the United States of America ("U.S. GAAP") including identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation.

The Company adopted ASC 606 for all applicable contracts using the modified retrospective method, which would have required a cumulative-effect adjustment, if any, as of the date of adoption. The adoption of ASC 606 did not have a material impact on the Company's condensed combined financial statements as of the date of adoption. As a result, a cumulative-effect adjustment was not required.

The Company recognizes revenue primarily from the following sources:

*Multiplatform revenue*

The Company's multiplatform revenue is comprised of distribution revenue, sponsorship revenue, music royalty revenue and online advertising revenue. Distribution revenue is generated primarily through the distribution of content from World Poker Tour's library. World Poker Tour provides video content to global television networks, who then have the right to air the content over the related license period. Revenue from the distribution of video content to television networks is received pursuant to the contract payment terms and is recognized over the license period on a pro rata basis. Occasionally, WPT will bundle third-party content with its own content in a distribution arrangement and will share the revenue with the third party. However, the revenues related to third party content are de minimis.

The Company also distributes video content to online channels. The online channels place ads within the WPT content and any advertising revenue earned by the global TV network or online channel is shared with WPT. Advertising revenue is received on a lag, based upon the number of times an advertisement is aired during the previous month, and is recognized during the period that the ad aired on the network or online channel.

Sponsorship revenue is generated through the sponsorship of the Company's TV content, online events and online streams. Online advertising revenue is generated from third-party advertisements placed on the Company's website. Music royalty revenue is generated when the Company's music is played in the Company's TV series both on TV networks and online.

The Company recognizes distribution revenue and sponsorship revenue pursuant to the terms of each individual contract with the customer and records deferred revenue to the extent the Company has received a payment for services that have yet to be performed or products that have yet to be delivered. Music royalty revenue is recognized at the point in time when the music is played.

Multiplatform revenue was comprised of the following for the six months ended June 30, 2019 and 2018:

| | For the Six Months Ended June 30, | |
|---|---|---|
| | **2019** | **2018** |
| Distribution revenue | $ 786,820 | $ 236,165 |
| Sponsorship revenue | 707,590 | 455,704 |
| Music royalty revenue | 1,013,499 | 468,990 |
| Online advertising revenue | 1,081 | 11,441 |
| Total multiplatform revenue | $ 2,508,990 | $ 1,172,300 |

*Interactive revenue*

The Company's interactive revenue is primarily comprised of subscription revenue, licensing, social gaming and virtual product revenue. Subscription revenue is generated through fixed rate (monthly, quarterly, annual) subscriptions which offer the opportunity for subscribers to play unlimited poker and access benefits not available to non-subscribers.

The Company recognizes subscription revenue on a straight-line basis and records deferred revenue to the extent the Company receives payments for services that have yet to be provided. The Company recognizes social gaming revenue and virtual product revenue at the point when the product has been delivered. The Company generates licensing revenue by licensing the right to use the Company's brand on products to third parties. Licensing revenue is recognized pursuant to the terms of each individual contract with the customer and records deferred revenue to the extent the Company has received a payment for products that have yet to be delivered.

Interactive revenue was comprised of the following for the six months ended June 30, 2019 and 2018:

| | For the Six Months Ended June 30, | |
|---|---|---|
| | **2019** | **2018** |
| Subscription revenue | $ 2,432,405 | $ 2,470,010 |
| Virtual product revenue | 1,848,358 | 1,416,667 |
| Social gaming revenue | 244,748 | 661,863 |
| Licensing revenue | 181,609 | 98,130 |
| Other revenue | 56,883 | 34,447 |
| Total interactive revenue | $ 4,764,003 | $ 4,681,117 |

*In-person revenue*

The Company's in-person revenue is comprised of event revenue, merchandising revenue and other revenue. Event revenue is generated through World Poker Tour events – TV, non-TV, and DeepStacks Entertainment, LLC and Deepstacks Poker Tour, LLC (collectively "DeepStacks") events – held at the Company's partner casinos as well as Allied Esports events held at the Company's Esports properties. Event revenue is generated from the use of the WPT brand by partner casinos, from naming rights for the Allied Esports arena and from sponsorship arrangements for Allied Esports events held at the Esports arena. In-person revenue also includes revenue from ticket sales, admission fees and food and beverage sales for events held at the Company's Esports properties.

The Company recognizes event revenue related to the use of the WPT brand by partner casinos at the time of the WPT-branded event. Event revenues from naming rights of the Company's Esports Arena are recognized on a straight-line basis over the contractual term of the naming rights agreement. Event revenues from sponsorship arrangements for Allied Esports events are recognized on a straight-line basis over the duration of the event, usually three to four days. Ticket revenue is recognized at the completion of an event. Point of sale revenues, such as food and, beverage, gaming and merchandising revenues, are recognized when control of the related goods are transferred to the customer. The Company records deferred revenue to the extent that payment has been received for services that have yet to be performed.

In-person revenue was comprised of the following for the six months ended June 30, 2019 and 2018:

| | For the Six Months Ended June 30, | |
|---|---|---|
| | 2019 | 2018 |
| Event revenue | $ 5,234,147 | $ 3,005,735 |
| Food and beverage revenue | 683,091 | 327,341 |
| Ticket and gaming revenue | 265,020 | 404,709 |
| Merchandising revenue | 94,323 | 81,641 |
| Other revenues | 23,820 | 46,212 |
| Total in-person revenue | $ 6,300,401 | $ 3,865,638 |

To determine the proper revenue recognition method, the Company evaluates each of its contractual arrangements to identify its performance obligations. A performance obligation is a promise in a contract to transfer a distinct good or service to the customer. The majority of the Company's contracts have a single performance obligation because the promise to transfer the individual good or service is not separately identifiable from other promises within the contract and is, therefore, not distinct. Some of the Company's contracts have multiple performance obligations, primarily related to the provision of multiple goods or services. For contracts with more than one performance obligation, the Company allocates the total transaction price in an amount based on the estimated relative standalone selling prices underlying each performance obligation.

The following table summarizes our revenue recognized under ASC 606 in our condensed combined statements of operations:

| | For The Six Months Ended June 30, | |
|---|---|---|
| | 2019 | 2018 |
| **Revenues - Recognized at a Point in Time:** | | |
| Event revenue | $ 2,621,390 | $ 938,471 |
| Food and beverage revenue | 683,091 | 327,341 |
| Ticket and gaming revenue | 265,020 | 404,709 |
| Merchandising revenue | 94,323 | 81,641 |
| Sponsorship revenue | 707,590 | 455,704 |
| Music royalty revenue | 1,013,499 | 468,990 |
| Online advertising revenue | 1,081 | 11,441 |
| Virtual product revenue and social gaming revenue | 2,093,106 | 2,078,530 |
| Distribution revenue | 786,820 | 236,165 |
| Other | 80,703 | 80,659 |
| Total Revenues - Recognized at a Point in Time | 8,346,623 | 5,083,651 |
| | | |
| **Revenues - Recognized Over a Period of Time:** | | |
| Licensing revenue | 181,609 | 98,130 |
| Event revenue | 2,612,757 | 2,067,264 |
| Subscription revenue | 2,432,405 | 2,470,010 |
| Total Revenues - Recognized Over a Period of Time | 5,226,771 | 4,635,404 |

The timing of the Company's revenue recognition may differ from the timing of payment by its customers. A receivable is recorded when revenue is recognized prior to payment and the Company has an unconditional right to payment. Alternatively, when payment precedes the provision of the related services, the Company records deferred revenue until the performance obligations are satisfied.

As of June 30, 2019, there remained approximately $0.2 million of contract liabilities which were included within deferred revenue on the combined balance sheet as of December 31, 2018, and for which performance obligations had not yet been satisfied as of June 30, 2019. The Company expects to satisfy its remaining performance obligations within the next twelve months.

During the six months ended June 30, 2019, there was no revenue recognized from performance obligations satisfied (or partially satisfied) in previous periods.

Recent Accounting Pronouncements

In February 2016, the FASB issued Accounting Standards Update ("ASU") 2016-02, "Leases (Topic 842)." ASU 2016-02 requires that a lessee recognize the assets and liabilities that arise from operating leases. A lessee should recognize in the statement of financial position a liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term. For leases with a term of 12 months or less, a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. In transition, lessees and lessors are required to recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach. The Company will be required to adopt the provisions of this ASU on January 1, 2020. The FASB issued ASU No. 2018-10 "Codification Improvements to Topic 842, Leases" and ASU No. 2018-11 "Leases (Topic 842) Targeted Improvements" in July 2018, and ASU No. 2018-20 "Leases (Topic 842) - Narrow Scope Improvements for Lessors" in December 2018. ASU 2018-10 and ASU 2018-20 provide certain amendments that affect narrow aspects of the guidance issued in ASU 2016-02. ASU 2018-11 allows all entities adopting ASU 2016-02 to choose an additional (and optional) transition method of adoption, under which an entity initially applies the new leases standard at the adoption date and recognizes a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. The adoption of ASU 2016-02 is expected to have a material impact on the Company's consolidated balance sheets, primarily related to recording right-of-use assets and obligations for current operating leases. The adoption of ASU 2016-02 is not expected to have a material impact on the Company's statements of operations or cash flows.

In June 2016, the FASB issued ASU No. 2016-13 "Financial Instruments - Credit Losses (Topic 326)" and also issued subsequent amendments to the initial guidance under ASU 2018-19, ASU 2019-04 and ASU 2019-05 (collectively Topic 326). Topic 326 requires the measurement and recognition of expected credit losses for financial assets held at amortized cost. This replaces the existing incurred loss model with an expected loss model and requires the use of forward-looking information to calculate credit loss estimates. The Company will be required to adopt the provisions of this ASU on January 1, 2020, with early adoption permitted for certain amendments. Topic 326 must be adopted by applying a cumulative effect adjustment to retained earnings. The Company is currently evaluating Topic 326, including its potential impact to its process and controls.

In August 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") ASU 2016-15, "Statement of Cash Flows (Topic 230) Classification of Certain Cash Receipts and Cash Payments" ("ASU 2016-15"). The new standard will make eight targeted changes to how cash receipts and cash payments are presented and classified in the statement of cash flows. The new standard for private companies and emerging growth public companies is effective for fiscal years beginning after December 15, 2018. The Company will require adoption on a retrospective basis unless it is impracticable to apply, in which case the Company would be required to apply the amendments prospectively as of the earliest date practicable. The adoption of ASU 2016-15 did not have a material impact on the Company's condensed combined financial statements or disclosures.

In March 2019, the FASB issued ASU 2019-02, which aligns the accounting for production costs of episodic television series with the accounting for production costs of films. In addition, ASU 2019-02 modifies certain aspects of the capitalization, impairment, presentation and disclosure requirements in Accounting Standards Codification ("ASC") 926-20 and the impairment, presentation and disclosure requirements in ASC 920-350. This ASU must be adopted on a prospective basis and is effective for annual periods beginning after December 15, 2020, including interim periods within those years, with early adoption permitted. The Company is currently evaluating the impact that this pronouncement will have on its condensed combined financial statements.

**Note 4 – Business Combination**

In January 2018, the Parent sold its 18.2% ownership interest in Esports Arena, LLC ("ESA"), to Allied Esports. Simultaneously, Allied Esports paid cash of $1,337,454 to purchase an additional 64.2% interest in ESA, such that Allied Esports owned an aggregate 82.4% controlling interest in Esports Arena. The acquisition was considered a business combination as the assets and the intangible assets acquired represent an integrated set of inputs and processes.

The following table summarizes the fair value of the assets acquired and the liabilities recognized at the acquisition date:

| | | |
|---|---|---|
| Assets acquired: | | |
| Cash | $ | 10,353 |
| Property, plant and equipment | | 1,975,864 |
| Customer list | | 940,000 |
| Trade names | | 140,000 |
| Goodwill | | 4,337,660 |
| Other intangibles | | 22,300 |
| Total assets acquired | | 7,426,177 |
| | | |
| Liabilities assumed | | |
| Affiliate advances | | (3,013,706) |
| Accounts payable | | (241,716) |
| Debt | | (120,447) |
| Total liabilities assumed | | (3,375,869) |
| | | |
| Non-controlling interests | | (712,854) |
| | | |
| | $ | 3,337,454 |

Allied Esports identified the following intangible assets that meet the criteria for separate recognition apart from the goodwill for financial reporting purposes:

- Customer list in the amount of $940,000, which represents the important relationships with its customers who purchased sponsorships, merchandise, gaming services and rented the facilities, and,
- Trade names in the aggregate amount of $140,000, which includes Esports Arena names, trademarks, and related domain names, which have recognition in the industry.

On June 30, 2018, the Company recorded an impairment charge of $4,337,660 to reduce the goodwill attributable to the acquisition of ESA to $0.

Contribution Agreement

In January 2018, Allied Esports entered into a contribution agreement with ESA (the "Contribution Agreement"), whereby Allied Esports committed to contribute $40 million to ESA for the acquisition, construction and development of up to 12 new arenas through January 31, 2020 (“Funding”). Pursuant to the terms of the Contribution Agreement, in the event that Allied Esports failed to contribute the minimum funding commitments noted above, Allied Esports would be required to convey a portion of its membership interests in ESA to the minority investors of ESA.

Effective August 1, 2018, Allied Esports entered into an amendment to the agreement with the non-controlling interest members of ESA (who are not related parties to Allied Esports) to reduce Allied Esports's ongoing contribution requirements, and accordingly, conveyed a majority of its membership interests in ESA to the minority investors, and only retained a 25% non-voting interest in ESA. Additionally, as part of the amendment, Allied Esports reduced its future funding commitment to $1,803,126. As of August 1, 2018, Allied Esports derecognized the assets, liabilities and equity of ESA since Allied Esports no longer had a controlling interest in ESA. See Note 5 – Investment for additional details. The deconsolidation of ESA is not considered a discontinued operation, because deconsolidation of ESA does not meet the criteria for discontinued operations under ASC 205-20 “Presentation of Financial Statements, Discontinued Operations”.

**Note 5 – Investment**

As of June 30, 2019, the Company owns a 25% non-voting membership interest in ESA and its wholly-owned subsidiary. See Note 4 – Business Combination and Contribution Agreement. The investment is accounted for as a cost method investment, since the Company does not have the ability to exercise significant influence over the operating and financial policies of ESA.

During the six months ended June 30, 2019 the Company contributed $1,238,631, in order to fulfill the remainder of its funding commitment. The Company recognized an immediate impairment of $600,000 related to this funding.

**Note 6 – Deferred Production Costs**

Deferred production costs consist of the following:

| | June 30, 2019 | December 31, 2018 |
|---|---|---|
| Deferred production costs | $ 26,901,156 | 23,604,111 |
| Less: accumulated amortization | (16,165,632) | (14,545,267) |
| Deferred production costs, net | $ 10,735,524 | $ 9,058,844 |
| | | |
| Weighted average remaining amortization period at June 30, 2019 (in years) | 3.98 | |

During the six months ended June 30, 2019 and 2018, production costs of $1,620,365 and $744,964 respectively, were expensed and are reflected in multiplatform costs in the condensed combined statements of operations.

**Note 7 – Convertible Debt and Convertible Debt, Related Party**

On May 15, 2019, Noble issued a series of secured convertible promissory notes (the "Notes") whereby investors provided Noble Link with $4 million to be used for the operations of AEII/WPT, of which Note in the amount of $1 million was issued to the wife of Mr. Ng Kwok Leung Frank, a related party who is co-CEO of the Parent and a Director of Noble. The Notes accrue annual interest at 12%; provided that no interest is payable in the event the Notes are converted into BRAC Common Stock, as described below. The Notes are due and payable on the first to occur of (i) the one-year anniversary of the issuance date, or (ii) the date on which a demand for payment is made during the time period beginning on the closing date of the Merger (the "Closing Date") and ending on the date that is three (3) months after the Closing Date. If a Note is paid by AEM (the surviving entity of the Merger and a wholly owned subsidiary of BRAC) or BRAC, the applicable investor will receive one year of interest. As security for purchasing the Notes, the investors received a security interest in Allied Esports' assets (second to any liens held by the landlord of the Las Vegas arena for property located in that arena), as well as a pledge of the equity of all of the entities comprising WPT, and a guaranty of Ourgame and the Company. Upon closing of the Merger, the Notes are convertible into shares of BRAC Common Stock at $8.50 per share. Pursuant to the guidance in ASC 470, the Company will recognize the contingent beneficial conversion feature of the Notes when the contingency is resolved upon the closing of the Merger. (See Note 11 – Subsequent Events).

Upon the consummation of the Merger (see Note 11-Subsequent Events), each investor received a five year warrant to purchase shares of BRAC Common Stock in an amount equal to the product of (i) 3,800,000 shares, multiplied by (ii) the investor's investment amount, divided by (iii) $100,000,000, with an exercise price of $11.50 per share.

The investors in the Notes are entitled to receive additional shares of BRAC Common Stock equal to the product of (i) 3,846,153 shares, multiplied by (ii) the investor's investment amount, divided by (iii) $100,000,000, if such investor's Note is converted into BRAC Common Stock and, at any time within five years after the date of the closing of the Mergers, the last exchange-reported sale price of BRAC Common Stock is at or above $13.00 for thirty (30) consecutive calendar days.

**Note 8 – Segment Data**

Each of the Company's business segments offer different, but synergistic products and services and are managed separately, by different chief operating decision makers.

The Company's business consists of two reportable segments:

- Poker gaming and entertainment, provided through WPT, including televised gaming and entertainment, land-based poker tournaments, online and mobile poker applications.
- E-sports, provided through Allied Esports, including multiplayer video game competitions.

The following tables present segment information for each of the six months ended June 30, 2019 and 2018:

| | For the six months ended June 30, 2019 | | | For the six months ended June 30, 2018 | | |
|---|---|---|---|---|---|---|
| | Gaming & Entertainment | E-sports | TOTAL | Gaming & Entertainment | E-sports | TOTAL |
| **Revenues** | $ 9,885,750 | $ 3,687,644 | $ 13,573,394 | $ 7,920,681 | $ 1,798,374 | $ 9,719,055 |
| **Loss from Operations** | $ (897,210) | $ (5,701,338) | $ (6,598,548) | $ (1,693,872) | $ (14,488,809) | $ (16,182,681) |

| | As of June 30, 2019 | | | As of June 30, 2018 | | |
|---|---|---|---|---|---|---|
| | Gaming & Entertainment | E-sports | TOTAL | Gaming & Entertainment | E-sports | TOTAL |
| **Total Assets** | $ 37,511,344 | $ 25,647,203 | $ 63,158,547 | $ 44,944,170 | $ 31,067,956 | $ 76,012,126 |

One customer of the Gaming and Entertainment segment accounted for 15% and 19% of its segment revenues for the six months ended June 30, 2019 and 2018, respectively. The same customer accounted for 11% and 15% of total Company revenues for the six months ended June 30, 2019 and 2018, respectively.

During the six months ended June 30, 2019 and 2018, 7% and 13% of the E-Sports segment revenues, respectively, were from foreign sources, and 12% and 16%, of the Gaming & Entertainment revenues, respectively were from foreign sources.

**Note 9 – Related Parties**

Notes Payable to Parent

During the six months ended June 30, 2018, the Company received proceeds of $16,763,706 from the issuance of notes payable to the Parent. During November and December 2018, as part of a corporate restructuring, all outstanding notes payable to Parent were converted to Parent's equity, and all accrued interest related to the notes payable to parent was forgiven and recorded as a contribution to capital.

Due to Parent

As of June 30, 2019 and December 31, 2018, due to Parent consisted of payments of certain operating expenses, investing activities and financing activities made on behalf of the Company by the Parent. There is no stated interest rate or definitive repayment terms related to this liability.

During the six months ended June 30, 2019 WPT paid expenses on behalf of the Parent which resulted in a net reduction in the amount due to Parent of $316,502. During the six months ended June 30, 2019 and 2018, WPT received net advances from the Parent totaling $0 and $13,767,710, respectively. The weighted average balance of advances owed to the Parent during the six months ended June 30, 2019 and 2018 was $32,812,043 and $18,434,273, respectively.

**Note 10 – Commitments and Contingencies**

Operating Leases

On March 29, 2019, WPT entered into an operating lease for approximately 25,000 square feet of space located in Irvine, California (the "New Irvine Lease") with respect to its operations. The lease term is 167 months and monthly base rent under the New Irvine lease begins at $65,134 and increases to $95,652 over the term of the lease. The lease is guaranteed by the Parent. The lease includes a tenant improvement allowance of up to $2,215,797 million. Pursuant to the terms of the New Irvine Lease, On June 15, 2019, WPT notified the landlord of its intention to exercise its option to reduce the leased space to approximately 15,000 square feet, and thereby reduce the initial base rent to $39,832 per month, increasing to $58,495 per month over the term of the lease. The exercise of the option to reduce the leased space will also result in a reduction of the tenant improvement allowance to $1,352,790.

The Company's aggregate rent expense incurred during the six months ended June 30, 2019 and 2018 amounted to $1,368,498 and $1,714,557, respectively, Of the aggregate rent incurred during the six months ended June 30, 2019, $192,557 was capitalized into deferred production costs, $625,002 was included within in-person cost of revenues, and $550,939 was included within general administrative expenses on the condensed combined statements of operations. Of the aggregate rent incurred during the six months ended June 30, 2018, $192,557 was capitalized into deferred production costs, $1,024,210 was included within in-person cost of revenues, and $497,790 was included within general administrative expenses on the condensed combined statements of operations.

The following table summarizes future commitments under operating leases as of June 30, 2019:

| For the year ended: | | |
|---|---|---|
| December 31, 2019 (six months) | $ | 1,095,306 |
| December 31, 2020 | | 2,727,423 |
| December 31, 2021 | | 2,346,000 |
| December 31, 2022 | | 2,333,358 |
| December 31, 2023 | | 2,470,859 |
| December 31, 2024 | | 2,534,110 |
| Thereafter | | 14,416,676 |
| | $ | 27,923,732 |

Litigations, Claims, and Assessments

The Company is involved in various disputes, claims, liens and litigation matters arising out of the normal course of business. While the outcome of these disputes, claims, liens and litigation matters cannot be predicted with certainty, after consulting with legal counsel, management does not believe that the outcome of these matters will have a material adverse effect on the Company's combined financial position, results of operations or cash flows.

**Note 11 – Subsequent Events**

On August 5, 2019, the Notes were amended such that the Notes mature one year and two weeks after the closing of the Merger (the "Maturity Date"). The Notes are convertible into shares of BRAC Common Stock at any time between the Closing Date and the Maturity Date, at a conversion price that will be determined at the Closing Date. Further, the minimum interest to be paid under each Note shall be the greater of (a) 18 months of accrued interest at the applicable interest rate; or (b) the sum of the actual interest accrued at the interest rate stated in the note, plus 6 months of interest at the applicable non-default interest rate.

On August 9, 2019 BRAC shareholders approved the Merger Agreement, and the Merger was consummated such that Noble Link merged with and into AEM, with AEM being the surviving entity, and AEM became a wholly-owned subsidiary of BRAC. Pursuant to the Merger Agreement, as amended, at the Closing BRAC (i) repaid $3,500,000 of the amount due to Parent in cash, (ii) assumed $10,000,000 of the debt obligations of the Parent (including an additional $1,200,000 of accrued interest), (iii) issued 2,928,679 shares of the Company's common stock to the Parent with no limitations or encumbrances on sale; (iv) Parent retained $1,000,000 of the proceeds of such loans to pay its transaction expenses incurred in the Mergers; and (v) caused Black Ridge Oil & Gas, Inc. to transfer 600,000 shares of the Company's common stock (which will be subject to a lockup period for one year from the closing date) stock to the Parent, all in full satisfaction of the amounts due to Parent at the closing date.

Exhibit 99.3

**UNAUDITED PRO FORMA CONDENSED CONSOLIDATED COMBINED FINANCIAL INFORMATION**

The unaudited pro forma condensed consolidated combined statements of operations of BRAC for the six months ended June 30, 2019 and for the year ended December 31, 2018 combine the historical consolidated statements of operations of BRAC and the historical combined statements of operations of AEII/WPT, giving effect to the following transactions (for purposes of this section, collectively, the "Transactions") as if they had been consummated on January 1, 2018, the beginning of the earliest period presented:

- The merger of AEII and Noble with and into BRAC (collectively, the "Mergers"), whereupon BRAC acquired two of Ourgame's (Ourgame is also referred to as "Parent") global esports and entertainment assets, AEII and WPT. Upon consummation of the Mergers, BRAC issued the former of AEII and WPT owners and their designees an aggregate of 11,602,754 shares of BRAC common stock and (ii) an aggregate of 3,800,003 five-year warrants to purchase BRAC common stock at a price per share of $11.50 ("BRAC Warrants"), which warrants are identical to BRAC's outstanding public warrants.

- The payment of approximately $35 million to Ourgame as originally stated in the Agreement was, pursuant to the Amendment, restated such that BRAC (i) made a $1.9 million payment in cash to Ourgame, (ii) made a $12.1 million payment in the form of 1,842,831 shares of BRAC common stock at a rate of $6.59 per share to Ourgame and their designees, (iii) assumed $10 million in convertible notes (the "Ourgame Notes") issued by Ourgame in November of 2018 plus accrued interest of approximately $1.2 million on the Ourgame Notes and (iv) satisfied approximately $8.8 million of liabilities (the "Payables") owed to employees and contractors of Allied/WPT by Ourgame. The maturity of the Ourgame Notes has been extended from one year following the date of issue to one year and two weeks following the date of the closing of the Mergers. Payables in the amount of $7.2 million converted to 1,085,848 shares BRAC common stock at the rate of $6.59 per share with the remaining $1.6 million paid in cash, $50,000 of which will be paid to a contractor, and the remaining $1,550,000 to Mr. Adam Pliska, who serves as President and CEO of the WPT entities and as an executive for Ourgame, and who will serve as President of BRAC and CEO of the WPT Entities after the consummation of the Mergers. The payments will be applied first to the intercompany payable owed by AEII/WPT to Ourgame with the balance applied to equity.

- The issuance of 1,424,500 shares of BRAC common stock as a result of BRAC stock rights accruing upon the consummation of a business transaction.

- The conversion of 9,246,727 shares of common stock in connection with the Interim Meeting at the net trust value per share for the eligible converting shareholders (approximately $10.28 per share on June 30, 2019).

- The conversion of the $600,000 of convertible notes payable to the Sponsor into 66,000shares of BRAC common stock including the issuance 60,000 shares of BRAC common stock and an additional 6,000 shares of BRAC common stock as a result of BRAC stock rights accruing upon the consummation of the Mergers. The remaining $150,000 of convertible notes payable were repaid to the Sponsor.

- The issuance by BRAC of common stock to satisfy contingent transaction costs totaling $5,882,561 at a rate of $6.59 per share.

- The purchase of shares of common stock for a total purchase price of $18.0 million by the Subscribers either through the open market, through privately negotiated transactions or directly from BRAC at a purchase price of $10.30. Approximately $17.5 million of the Subscribers commitment was fulfilled through purchases of public shares on the open market or through privately negotiated transactions and the remaining $0.5 million was fulfilled through by a purchase of shares directly from BRAC. The Subscribers also receive one and a half bonus shares for every ten shares of common stock purchased. Additionally, the Sponsor will transfer to the Subscribers an aggregate of 720,000 shares of BRAC common stock currently owned by the Sponsor. The Subscribers included a $3 million investment from Lyle Berman, a member of the board of directors of both BRAC and the Sponsor and the largest shareholder of the Sponsor. Additionally, $5 million was transferred into an escrow account and its usage will be limited to specific capital projects.

The unaudited pro forma condensed combined balance sheet of BRAC as of June 30, 2019 combines the historical condensed balance sheet of BRAC and the historical condensed combined balance sheet of AEII/WPT, giving effect to the Transactions as if they had been consummated on June 30, 2019.

The historical combined financial statements have been adjusted in the unaudited pro forma condensed combined financial statements to give pro forma effect to events that are: (i) directly attributable to the Transactions; (ii) factually supportable; and (iii) with respect to the statement of operations, expected to have a continuing impact on BRAC's results following the completion of the business combination.

The unaudited pro forma condensed combined financial statements have been developed from and should be read in conjunction with:

- the accompanying notes to the unaudited pro forma condensed consolidated combined financial statements;
- the historical audited and unaudited consolidated financial statements of BRAC included in the BRAC's Annual Report on Form 10-K and Quarterly Report on Form 10-Q;
- the historical audited combined financial statements of AEII/WPT included elsewhere in this Current Report on Form 8-K and in the Proxy Statement; and
- other information relating to BRAC and AEII/WPT contained in this Current Report on Form 8-K and in the Proxy Statement.

Public stockholders redeemed , upon the extension date, 9,246,727 shares of BRAC common stock then held by them for cash equal to their pro rata share of the aggregate amount then on deposit (as of two business days prior to the extension date) in the Trust Account. Additionally, public stockholders redeemed, upon the closing of the business combination, an additional 3,015,124 shares of BRAC common stock then held by them for cash equal to their pro rata share of the aggregate amount remaining on deposit (as of two days prior to the closing of the business combination) in the Trust Account. For illustrative purposes, based on the fair value of the marketable securities held in Trust Account as of June 30, 2019, of approximately $141.9 million (after estimated tax and franchise tax liabilities), the estimated per share redemption price would have been approximately$10.28.

The unaudited pro forma condensed consolidated combined financial statements assume that 12.3 million shares of BRAC common stock are redeemed, resulting in: (i) an aggregate payment of approximately $126.1 out of the Trust Account to redeeming public shareholders, (ii) the purchase of 479,546 shares of BRAC common stock by the Purchasers pursuant to the purchase agreements for aggregate proceeds of approximately $4.9 million and the issuance of 262,527bonus shares of BRAC common stock to the Purchasers and the transfer of 720,000 shares of BRAC common stock from the Sponsor to the Purchasers (iv) the transfer of 600,000 shares of BRAC common stock from the Sponsor to Ourgame.

The unaudited pro forma condensed combined financial statements have been prepared on the basis that the acquisition of the AEII/WPT under the Agreement has been accounted for as a reverse recapitalization in accordance with GAAP. Under this method of accounting, BRAC will be treated as the acquired company and AEII/WPT will be treated as the acquirer for financial reporting purposes.

Assumptions and estimates underlying the unaudited pro forma adjustments set forth in the unaudited pro forma condensed consolidated combined financial statements are described in the accompanying notes. The unaudited pro forma condensed consolidated combined financial statements have been presented for illustrative purposes only and are not necessarily indicative of the operating results and financial position that would have been achieved had the business combination and the other related transactions contemplated by the Agreement occurred on the dates indicated. Further, the unaudited pro forma condensed combined financial statements do not purport to project the future operating results or financial position of BRAC following the completion of the business combination and the other related Transactions. The unaudited pro forma adjustments represent management's estimates based on information available as of the date of these unaudited pro forma condensed combined financial statements and are subject to change as additional information becomes available and analyses are performed.

**Unaudited Pro Forma Condensed Consolidated Combined Balance Sheet**
**As of June 30, 2019**
**(in thousands)**

| | BRAC[(A)] | AEII/WPT[(B)] | Pro Forma Adjustments | | Pro Forma Balance Sheet |
|---|---|---|---|---|---|
| ASSETS: | | | | | |
| Current assets: | | | | | |
| Cash and cash equivalents | $ 35 | $ 6,969 | $ 9,725 | (C) | $ 16,729 |
| Restricted cash | – | – | 5,000 | (D) | 5,000 |
| Accounts receivable | – | 2,914 | – | | 2,914 |
| Prepaid expenses and other current assets | 62 | 862 | – | | 924 |
| Total current assets | 97 | 10,745 | 14,725 | | 25,567 |
| Property and equipment, net | – | 19,756 | – | | 19,756 |
| Goodwill | – | 4,084 | – | | 4,084 |
| Intangible assets, net | – | 16,066 | – | | 16,066 |
| Deposits | – | 633 | – | | 633 |
| Deferred production costs | – | 10,736 | – | | 10,736 |
| Investment, ESA | – | 1,139 | – | | 1,139 |
| Cash and marketable securities held in Trust Account | 142,048 | – | (142,048) | (E) | – |
| Total assets | $ 142,145 | $ 63,159 | $ (127,323) | | $ 77,981 |
| | | | | | |
| LIABILITIES AND STOCKHOLDERS' EQUITY: | | | | | |
| Current liabilities: | | | | | |
| Accounts payable | $ 139 | $ 1,219 | $ – | | $ 1,358 |
| Accrued expenses | – | 3,198 | – | | 3,198 |
| Deferred revenue | – | 3,223 | – | | 3,223 |
| Due to Parent | – | 32,703 | (32,703) | (H) | – |
| Employee payable | – | – | – | | – |
| Accounts payable, related party | 10 | – | – | | 10 |
| Income taxes payable | 108 | – | – | | 108 |
| Convertible notes payable | – | 3,000 | (3,000) | (I) | – |
| Convertible notes payable, related party | – | 1,000 | (1,000) | (I) | – |
| Note payable, related party | 750 | – | (750) | (J) | – |
| Total current liabilities | 1,007 | 44,343 | (37,453) | | 7,897 |
| Interest payable | – | – | 1,200 | (H) | 1,200 |
| Convertible notes payable | – | – | 12,064 | (I) | 12,064 |
| Convertible notes payable, related party | – | – | 894 | (I) | 894 |
| Deferred rent | – | 1,452 | – | | 1,452 |
| Total liabilities | 1,007 | 45,795 | (23,295) | | 23,507 |
| | | | | | |
| Common stock subject to redemption | 136,138 | – | (136,138) | (L) | – |
| | | | | | |
| Stockholders' equity: | | | | | |
| Preferred stock. | – | – | – | | – |
| Common stock | – | – | 3 | (M) | 3 |
| Additional paid in capital | 3,094 | – | 59,736 | (N) | 62,830 |
| Parent's net investment | – | 17,364 | (17,364) | (O) | – |
| Retained earnings (accumulated deficit) | 1,906 | – | (10,265) | (Q) | (8,359) |
| Total stockholders' equity | 5,000 | 17,364 | 32,110 | | 54,474 |
| Total liabilities and stockholders' equity | $ 142,145 | $ 63,159 | $ (127,323) | | $ 77,981 |

See notes to pro forma condensed consolidated combined financial statements

**Unaudited Pro Forma Condensed Consolidated Combined Statement of Operations**
**For the Six Months Ended June 30, 2019**
**(in thousands, except share and per share data)**

| | BRAC[(A)] | AEII/WPT[(B)] | Pro Forma Adjustments | | Pro Forma Statement of Operations |
|---|---|---|---|---|---|
| Revenue | $ – | $ 13,573 | $ – | | $ 13,573 |
| Costs and expenses: | | | | | |
| Multiplatform (exclusive of depreciation and amortization) | – | 2,121 | – | | 2,121 |
| Interactive (exclusive of depreciation and amortization) | – | 1,406 | – | | 1,406 |
| In-person (exclusive of depreciation and amortization) | | 1,491 | – | | 1,491 |
| Online operating expenses | – | 530 | – | | 530 |
| Selling and marketing expenses | – | 1,939 | – | | 1,939 |
| General and administrative expenses | 577 | 8,666 | – | | 9,243 |
| Depreciation and amortization | – | 3,418 | – | | 3,418 |
| Impairment of investment in ESA | – | 600 | – | | 600 |
| Loss from operations | (577) | (6,598) | – | | (7,175) |
| Other income | | | | | |
| Interest income | 1,636 | – | (1,636) | (C) | – |
| Unrealized gain on marketable securities held in Trust Account | (2) | – | 2 | (C) | – |
| Interest expense | – | (67) | (681) | (D) | (748) |
| Total other income | 1,634 | (67) | (2,315) | | (748) |
| Income (loss) before taxes | 1,057 | (6,665) | (2,315) | | (7,923) |
| Provision for income taxes | (386) | – | 386 | (E) | – |
| **Net income (loss)** | $ 671 | $ (6,665) | $ (1,929) | | $ (7,923) |
| Weighted average shares outstanding, basic | 4,424,041 | | 18,665,764 | (F) | 23,089,805 |
| Basic net income (loss) per common share | $ (0.11) | | | | $ (0.34) |
| Weighted average shares outstanding, diluted | 4,424,041 | | 18,665,764 | (F) | 23,089,805 |
| Diluted net income (loss) per common share | $ (0.11) | | | | $ (0.34) |

See notes to pro forma condensed consolidated combined financial statements

**Unaudited Pro Forma Condensed Consolidated Combined Statement of Operations**
**For the Year Ended December 31, 2018**
**(in thousands, except share and per share data)**

| | BRAC[A] | AEII/WPT[B] | Pro Forma Adjustments | | Pro Forma Statement of Operations |
|---|---|---|---|---|---|
| Revenue | $ – | $ 20,603 | $ – | | $ 20,603 |
| Costs and expenses: | | | | | |
| Multiplatform (exclusive of depreciation and amortization) | – | 2,297 | – | | 2,297 |
| Interactive (exclusive of depreciation and amortization) | – | 2,474 | – | | 2,474 |
| In-person (exclusive of depreciation and amortization) | – | 2,554 | – | | 2,554 |
| Online operating expenses | – | 2,245 | – | | 2,245 |
| Selling and marketing expenses | – | 4,023 | – | | 4,023 |
| General and administrative expenses | 824 | 18,442 | 350 | (C) | 19,616 |
| Depreciation and amortization | – | 6,711 | – | | 6,711 |
| Impairment of investment in ESA | – | 9,683 | – | | 9,683 |
| Impairment of deferred production costs and intangible assets | – | 1,005 | – | | 1,005 |
| Loss from operations | (824) | (28,831) | (350) | | (30,005) |
| Other income | | | | | |
| Interest income | 2,474 | – | (2,474) | (D) | – |
| Unrealized gain on marketable securities held in Trust Account | 67 | – | (67) | (D) | – |
| Interest expense | – | (2,117) | (605) | (E) | (2,722) |
| Other income (expenses) | – | (72) | – | | (72) |
| Total other income | 2,541 | (2,189) | (3,146) | | (2,794) |
| Income (loss) before taxes | 1,717 | (31,020) | (3,496) | | (32,799) |
| Provision for income taxes | (576) | – | 576 | (F) | – |
| Net income (loss) | 1,141 | (31,020) | (2,920) | | (32,799) |
| Net loss attributable to non-controlling interest | – | 404 | – | | 404 |
| **Net income (loss) attributable to shareholders'** | $ 1,141 | $ (30,616) | $ (2,920) | | $ (32,395) |
| Weighted average shares outstanding, basic | 4,361,619 | | 18,728,186 | (G) | 23,089,805 |
| Basic net income (loss) per common share | $ (0.15) | | | | $ (1.40) |
| Weighted average shares outstanding, diluted | 4,361,619 | | 18,728,186 | (G) | 23,089,805 |
| Diluted net income (loss) per common share | $ (0.15) | | | | $ (1.40) |

See notes to pro forma condensed combined financial statements

**NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS**
**(in thousands, except share and per share data)**

**Note 1 – Description of Organization and Business Operations**

The pro forma adjustments have been prepared as if the Transactions had been consummated on January 1, 2018, the beginning of the earliest period presented, in the case of the unaudited pro forma condensed combined statements of operations and on June 30, 2019 in the case of the unaudited pro forma condensed combined balance sheet.

The unaudited pro forma condensed combined financial statements have been prepared on the basis that the acquisition of AEII/WPT under Agreement and Plan of Reorganization will be accounted for as a reverse merger in accordance with GAAP. Under this method of accounting, BRAC will be treated as the acquired company and AEII/WPT will be treated as the acquirer for financial reporting purposes. This determination was primarily based on no individual or group of owners having over 50% voting interest post Transactions, AEII/WPT operations comprising the ongoing operations of the combined entity, and the management team and board of AEII/WPT comprised of the majority of the management team and board of the combined entity. Accordingly, for accounting purposes, the acquisition will be treated as the equivalent of AEII/WPT issuing stock for the net assets of BRAC. The net assets of BRAC will be stated at historical cost, with no goodwill or other intangible assets recorded. Operations prior to the acquisition will be those of AEII/WPT.

The pro forma adjustments represent management's estimates based on information available as of the date of this proxy statement and are subject to change as additional information becomes available and additional analyses are performed. One-time transaction-related expenses anticipated to be incurred prior to, or concurrent with, closing the Transactions and the other related transactions are not included in the unaudited pro forma condensed combined statements of operations. However, the impact of such transaction expenses is reflected in the unaudited pro forma condensed combined balance sheet as a decrease to retained earnings and a decrease to cash.

Pursuant to the Agreement, the aggregate consideration received by the owners of AEII/WPT is subject to adjustment based on a Company Financing Adjustment, as defined in the Agreement. Based on financing received there would be no adjustment to the aggregate consideration received by the owners of AEII/WPT, and the unaudited pro forma condensed combined financial statements have been prepared on that basis and include the results of the interim financing as a pro forma adjustment.

**Note 2 – Adjustments and Assumptions to the Unaudited Pro Forma Condensed Combined Balance Sheet as of June 30, 2019**

The unaudited pro forma condensed combined balance sheet as of June 30, 2019 reflects the following adjustments assuming the Transactions occurred on June 30, 2019:

A. Represents the BRAC unaudited historical consolidated balance sheet as of June 30, 2019.

B. Represents the AEII/WPT unaudited historical combined balance sheet as of June 30, 2019.

C. Represents the pro forma adjustment to cash and cash equivalents to reflect the following:

| Assuming no conversions | | | |
|---|---|---|---|
| Cash transferred to restricted cash per Subscription Agreements | $ | (5,000) | (D) |
| Investments held in Trust Account | | 142,048 | (E) |
| Net redemptions of common stock | | (126,129) | (F) |
| Transaction expenses paid in cash | | (2,476) | (G) |
| Cash payment to Ourgame | | (1,900) | (H) |
| Cash payment of Payables | | (1,600) | (H) |
| Convertible notes repaid to Sponsor | | (150) | (J) |
| Proceeds from subscribers | | 4,932 | (K) |
| | $ | 9,725 | |

D. Represents cash placed in escrow and restricted for use towards specific capital projects.

E. Represents the pro forma adjustment to reclassify the cash and investments held in the Trust Account to cash and cash equivalents to reflect that the cash and investments in the Trust Account are available for use in connection with the Transactions.

F. Represents conversions of $95,100 of common stock made at the Extension Date and an additional $31,029 converted at the Merger Date.

G. Represents payment of transaction costs totaling $8,359 including $4,000 of contingent underwriting commissions and $4,359 of other costs including advisory, legal and accounting fees. By agreement with certain of the vendors, including the underwriter and investment advisors, $5,883 of the transaction costs are paid in stock at a rate of $6.59 per share and the remaining $2,476 is paid in cash.

H. Represents payment of $34,000 to Ourgame with $32,703 represented as a repayment of the due to parent liability and the balance applied to additional paid in capital. The payment was in form of $1,900 in cash, $12,144 in common stock at $6.59 per share, $10,000 from the assumption of the Ourgame Notes in addition to $1,200 accrued interest on the Ourgame Notes and $8,756 from the assumption of certain liabilities to employees of AEII/WPT which was paid upon the Merger, $1,600 of which is paid in cash and $7,156 is paid in the form of common stock at $6.59 per share.

I. Represents the pro forma adjustment for reclassification of the Allied Notes to long term. The notes were recorded at $3,577 subject to a discount for the value of the warrants of $423. The warrant's estimated value was recorded as additional paid in capital. Of the $4,000 of the Allied Notes, $1,000 was issued to a related party of AEII/WPT. As part of the purchase price, BRAC is assuming the Ourgame Notes which are being recorded at their $10,000 face value less a $619 beneficial conversion factor. The beneficial conversion factor is recorded as additional paid in capital.

J. Represents the pro forma adjustments for the conversion of $600 of BRAC convertible notes converted to common stock with remaining $150 of convertible notes repaid to Sponsor.

K.. Pro forma adjustment to reflect $4,932 of net proceeds received from the private placement of 479,546 shares of common stock at $10.30 per common share with the subscribers. Additionally, $13,068 of subscribers commitments were fulfilled through purchases of public shares on the open market or through privately negotiated transactions. An additional 262,527 shares of BRAC common stock were issued for the subscribers and the Sponsor transferred 720,000 shares to the subscribers for their agreement to enter into the commitments.

L. Represents the pro forma adjustments to reclassify reflect the conversion of common stock upon extension of $126,129 and the reclassification of the remaining $10,009 balance of common stock subject to conversion to stockholders' equity to reflect that the conversion rights will no longer exist following the Transactions.

M. Represents the recapitalization of common shares between common stock and additional paid-in-capital. The adjustments are calculated by multiplying the applicable number of shares by the par value per share of common stock, $0.0001 per share.

N. Represents pro forma adjustments to additional paid-in-capital to reflect the following:

| | | | |
|---|---|---|---|
| Transaction expenses paid in stock | $ | 5,883 | (G) |
| Payment to Ourgame paid in equity | | 12,144 | (H) |
| Ourgame Employee Liabilities guaranteed and paid in equity | | 7,156 | (H) |
| Remaining payment to Ourgame applied to equity | | (1,297) | (H) |
| Value of warrants issued with Allied warrants | | 423 | (I) |
| Equity component of conversion feature of guaranteed convertible notes payable | | 619 | (I) |
| Conversion of BRAC convertible notes payable including issuance subsequent to March 31, 2019 | | 600 | (J) |
| Proceeds from subscribers | | 4,932 | (K) |
| Reclassification from temporary equity to equity | | 10,009 | (L) |
| Recapitalization of common shares | | (3) | (M) |
| Transfer of parent's net equity to additional paid in capital | | 17,364 | (O) |
| Elimination of BRAC's retained earnings | | 1,906 | (P) |
| | $ | 59,736 | |

O. Represents reclassification of Parent’s net equity to additional paid-in capital as the accounting acquirer is not a separate and distinct entity.

P. Represents the pro forma adjustment to eliminate the retained earnings of BRAC, the accounting acquiree, to additional paid-in capital.

Q. Represents pro forma adjustments to retained earnings (accumulated deficit) for the following:

| | | | |
|---|---|---|---|
| Transaction expenses | $ | (8,359) | (G) |
| Elimination of BRAC's retained earnings | | (1,906) | (P) |
| | $ | (10,265) | |

**Note 3 – Adjustments and Assumptions to the Unaudited Pro Forma Condensed Combined Statement of Operations for the Six Months Ended June 30, 2019**

A. Represents the BRAC unaudited historical consolidated statement of operations for the six months ended June 30, 2019.

B. Represents the AEII/WPT unaudited historical combined statement of operations for the six months ended June 30, 2019.

C. Represents the pro forma adjustment to remove interest income and unrealized gains on assets held in the Trust Account.

D. Represents interest and amortized discount on Allied Notes and Ourgame Notes assumed in transaction less amounts previously recognized by AEII/WPT.

E. Represents pro forma income tax provision adjustment assuming there would be an allowance for any tax benefit from losses.

F. Represents adjustments to weighted average basic and diluted shares outstanding to arrive at the pro forma shares outstanding in both the no redemption and maximum redemption scenarios, as follows:

| | Pro Forma |
|---|---|
| Denominator: | |
| Public stockholders | 1,538,149 |
| Public stockholders rights accrued[(1)] | 1,380,000 |
| Sponsor | 2,575,000 |
| Sponsor shares transferred to Purchasers | 720,000 |
| Sponsor shares transferred to Ourgame | 600,000 |
| Sponsor rights accrued[(1)] | 44,500 |
| Sponsor note conversion shares | 60,000 |
| Sponsor note conversion rights accrued[(1)] | 6,000 |
| AEII/WPT shareholders | 11,602,754 |
| AEII/WPT shares issued in lieu of cash | 1,842,831 |
| Transaction expenses settled in equity | 892,650 |
| Shares issued through purchase agreements | 479,546 |
| Purchase agreement bonus shares | 262,527 |
| Shares issued to satisfy Employee Payables | 1,085,848 |
| Proforma basic and diluted shares outstanding | 23,089,805 |
| Redemption adjustment to shares[(2)] | |
| Weighted average shares outstanding, basic | 4,424,041 |
| Pro forma adjustment | 18,665,764 |
| Weighted average shares outstanding, diluted | 4,424,041 |
| Pro forma adjustment | 18,665,764 |

(1) 13,800,000 public stockholder rights, 445,000 private place rights of the Sponsor and 60,000 rights received upon conversion of the convertible note payable receive one-tenth of one share of common stock upon the consummation of a business combination.

**Note 4 – Adjustments and Assumptions to the Unaudited Pro Forma Condensed Combined Statement of Operations for the Year Ended December 31, 2018**

A. Represents the BRAC historical consolidated statement of operations for the year ended December 31, 2018.

B. Represents the AEII/WPT historical combined statement of operations for the year ended December 31, 2018.

C. Represents pro forma adjustment for increase in management fees for a five month period from Sponsor.

D. Represents the pro forma adjustment to remove interest income and unrealized gains on assets held in the Trust Account.

E. Represents the pro forma adjustment to interest expense as follows:

| | | |
|---|---|---|
| Interest expense from note payable to parent converted to equity | $ | 2,062 |
| Interest from the line of credit repaid by parent and contributed to equity | | 55 |
| Represents interest and amortized discount on Allied Notes | | (1,819) |
| Represents interest and amortized discount on Allied Notes | | (903) |
| Total interest adjusted in pro forma | $ | (605) |

F. Represents pro forma income tax provision adjustment assuming there would be an allowance for any tax benefit from losses.

G. Represents adjustments to weighted average basic and diluted shares outstanding to arrive at the pro forma shares outstanding in both the no redemption and maximum redemption scenarios, as follows:

| | **Pro Forma Assuming No Redemptions** |
|---|---|
| Denominator: | |
| Public stockholders | 1,538,149 |
| Public stockholders rights accrued(1) | 1,380,000 |
| Sponsor | 2,575,000 |
| Sponsor shares transferred to Purchasers | 720,000 |
| Sponsor shares transferred to Ourgame | 600,000 |
| Sponsor rights accrued(1) | 44,500 |
| Sponsor note conversion shares | 60,000 |
| Sponsor note conversion rights accrued(1) | 6,000 |
| AEII/WPT shareholders | 11,602,754 |
| AEII/WPT shares issued in lieu of cash | 1,842,831 |
| Transaction expenses settled in equity | 892,650 |
| Shares issued through purchase agreements | 479,546 |
| Purchase agreement bonus shares | 262,527 |
| Shares issued to satisfy Employee Payables | 1,085,848 |
| Proforma basic and diluted shares outstanding | 23,089,805 |
| Redemption adjustment to shares(2) | |
| Weighted average shares outstanding, basic | 4,361,619 |
| Pro forma adjustment | 18,728,186 |
| Weighted average shares outstanding, diluted | 4,361,619 |
| Pro forma adjustment | 18,728,186 |

(1) 13,800,000 public stockholder rights, 445,000 private place rights of the Sponsor and 65,000 rights received upon conversion of the convertible note payable receive one-tenth of one share of common stock upon the consummation of a business combination.

**Note 5 – Related Party Transactions**

As described in more detail in the section entitled "Executive Compensation – Adam Pliska Employment Agreement" of the Proxy Statement, Adam Pliska, who serves as President and CEO of the WPT entities and as an executive for Ourgame, and who will serve as President of BRAC and CEO of the WPT Entities after the consummation of the Mergers, will receive $1.5 million for WPT's performance prior to the closing of the Mergers. Additionally, Mr. Pliska is entitled to receive (via Trisara, a consulting company he is a member of) a payment equal to 2% of the total gross proceeds from the sale of the WPT business up to $45 million, and an additional 1% of any amounts over $45 million. Since the WPT business is valued at $50 million for purposes of the Mergers, Mr. Pliska will be entitled to a payment of $950,000 in connection with the above provisions (the "WPT Payment"). Furthermore, Mr. Pliska is entitled to receive $2,000,012 as part of a profit participation agreement with Ourgame (the (Profit Participation Payment"). In addition to the above payments due to Mr. Pliska upon the closing of the Mergers, pursuant to a SPAC Introduction Agreement entered into between Mr. Pliska (via Trisara), Practicans, LLC and the various entities comprising Allied Esports on August 22, 2018, and as amended on December 19, 2018 and August 5, 2019, and in consideration of Trisara introducing Ourgame to Black Ridge and facilitating the Mergers, Trisara will be entitled to receive 290,069 shares of BRAC common stock, as well as a cash payment of $700,000 (the "Finder Payments"). Mr. Pliska has agreed to accept 546,300 shares of BRAC common stock, as well as a cash payment of $50,000, as full satisfaction of the WPT Payment, Profit Participation Payments and Finder Payments.

These amounts are primary obligations of Ourgame, but have been guaranteed by WPT. As these are primary obligations of Ourgame, they are not reflected in the pro forma condensed combined financial statements.

There are no other material non-recurring related party transactions related to the Merger Transactions that are not reflected in the pro forma financial statements.

Exhibit 99.4

**SELECTED HISTORICAL FINANCIAL INFORMATION OF AEII/WPT**

The following table shows selected historical combined financial information of the businesses acquired by BRAC for the periods and as of the dates indicated. The selected historical combined financial information as of and for the years ended December 31, 2018 and 2017 was derived from the audited historical combined financial statements of Allied Esports International, Inc. and subsidiaries ("AEII") and Noble Link Global Limited and its subsidiaries Peerless Media Limited, WPT Distribution Worldwide Limited and WPT Studios Worldwide Limited ("WPT") and combined ("AEII/WPT") included elsewhere in this proxy statement. The selected historical interim condensed combined financial information of AEII/WPT as of June 30, 2019 and for the six months ended June 30, 2019 and 2018 was derived from the unaudited interim condensed combined financial statements of AEII/WPT included elsewhere in this Current Report on Form 8-K.

AEII/WPT's historical results are not necessarily indicative of future operating results. The selected combined financial information should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations of AEII/WPT," as well as the historical combined financial statements of AEII/WPT and accompanying notes included elsewhere in this Current Report on Form 8-K and in the Proxy Statement.

| In thousands | Six Months Ended March 31, | | Year Ended December 31, | |
|---|---|---|---|---|
| | 2019 | 2018 | 2018 | 2017 |
| **Statement of Operations Data:** | | | | |
| Revenues | $ 13,573 | $ 9,719 | $ 20,603 | $ 13,673 |
| Costs and expenses | | | | |
| Multiplatform (excluding depreciation and amortization) | 2,121 | 1,054 | 2,297 | 7,880 |
| Interactive (excluding depreciation and amortization) | 1,406 | 1,290 | 2,474 | 2,689 |
| In-person (excluding depreciation and amortization) | 1,491 | 2,778 | 2,554 | 969 |
| Online operating expenses | 530 | 1,771 | 2,245 | 1,744 |
| Selling and marketing expenses | 1,939 | 2,841 | 4,023 | 3,384 |
| General and administrative expenses | 8,666 | 8,494 | 18,442 | 10,341 |
| Depreciation and amortization | 3,418 | 3,336 | 6,711 | 4,207 |
| Impairment of investment in ESA | 600 | 4,338 | 9,683 | - |
| Impairment of deferred production costs and intangible assets | - | - | 1,005 | - |
| Loss from operations | (6,598) | (16,183) | (28,831) | (17,541) |
| Interest expense, net | (67) | (1,313) | (2,117) | (540) |
| Other income (expense) | - | (116) | (72) | (6) |
| Net loss | (6,665) | (17,612) | (31,020) | (18,087) |
| Net loss attributed to non-controlling interest | - | 2,804 | 404 | - |
| Net loss attributed to Parent | $ (6,665) | $ (14,808) | $ (30,616) | $ (18,087) |
| **Balance Sheet Data (at end of period):** | | | | |
| Cash and cash equivalents | $ 6,969 | | $ 10,471 | $ 5,589 |
| Property and equipment, net | 19,756 | | 21,020 | 8,780 |
| Intangible assets and goodwill | 20,149 | | 21,319 | 24,361 |
| Deferred production costs | 10,736 | | 9,059 | 5,019 |
| Total assets | 63,159 | | 65,247 | 53,355 |
| Due to Parent | 32,703 | | 33,020 | 10,107 |
| Notes and related interest payable to Parent | - | | - | 23,926 |
| Total liabilities | 45,795 | | 41,226 | 40,745 |
| Total Parent's net investment | 17,364 | | 24,021 | 12,610 |
| **Cash Flow Data:** | | | | |
| Net cash used in operating activities | $ (4,965) | $ (9,989) | $ (14,612) | $ (10,759) |
| Net cash used in investing activities | (2,219) | (20,252) | (23,072) | (6,133) |
| Net cash provided by (used in) financing activities | 3,683 | 30,524 | 34,295 | 27,974 |
| **Other Financial Data:** | | | | |
| EBITDA[1] | $ (3,180) | $ (10,159) | $ (21,788) | $ (13,340) |
| Adjusted EBITDA[1] | $ (2,580) | $ (6,600) | $ (9,378) | $ (12,857) |

(1) EBITDA and Adjusted EBITDA are non-GAAP financial measures. For a definition of EBITDA and Adjusted EBITDA and a reconciliation of EBITDA and Adjusted EBITDA to net income, see "- Non-GAAP Financial Measures" below.

**Non-GAAP Financial Measures**

EBITDA and Adjusted EBITDA are non-GAAP financial measures and should not be considered as a substitute for net income (loss), operating income (loss) or any other performance measure derived in accordance with United States generally accepted accounting principles ("GAAP") or as an alternative to net cash provided by operating activities as a measure of AEII/WPT's profitability or liquidity. AEII/WPT's management believes EBITDA and Adjusted EBITDA are useful because they allow external users of its financial statements, such as industry analysts, investors, lenders and rating agencies, to more effectively evaluate its operating performance, compare the results of its operations from period to period and against AEII/WPT's peers without regard to AEII/WPT's financing methods, hedging positions or capital structure and because it highlights trends in AEII/WPT's business that may not otherwise be apparent when relying solely on GAAP measures. AEII/WPT presents EBITDA and Adjusted EBITDA because it believes EBITDA and Adjusted EBITDA are important supplemental measures of its performance that are frequently used by others in evaluating companies in its industry. Because EBITDA and Adjusted EBITDA exclude some, but not all, items that affect net income (loss) and may vary among companies, the EBITDA and Adjusted EBITDA AEII/WPT presents may not be comparable to similarly titled measures of other companies. AEII/WPT defines EBITDA as earnings before interest, income taxes, depreciation and amortization of intangibles. AEII/WPT defines Adjusted EBITDA as EBITDA excluding stock-based compensation and impairment losses.

The following table presents a reconciliation of EBITDA and Adjusted EBITDA from net loss, AEII/WPT's most directly comparable financial measure calculated and presented in accordance with GAAP.

| | Six Months Ended June 30, | | Year Ended December 31, | |
|---|---|---|---|---|
| **(In thousands)** | **2019** | **2018** | **2018** | **2017** |
| Net loss attributed to parent | $ (6,665) | $ (14,808) | $ (30,616) | $ (18,087) |
| Interest expense, net | 67 | 1,313 | 2,117 | 540 |
| Depreciation and amortization | 3,418 | 3,336 | 6,711 | 4,207 |
| EBITDA | (3,180) | (10,159) | (21,788) | (13,340) |
| Stock-based compensation[(a)] | – | (779) | (766) | 483 |
| Impairment of investment in ESA[(b)] | 600 | 4,338 | 9.683 | – |
| Subsidiary loss during consolidation period[(c)] | – | – | 1,839 | – |
| Impairment of deferred production costs and intangible assets[(d)] | – | – | 1,005 | – |
| Writeoffs of capitalized software costs[(e)] | – | – | 649 | – |
| Adjusted EBITDA | $ (2,580) | $ (6,600) | $ (9,378) | $ (12,857) |

(a) Represents non-cash stock-based compensation.

(b) Represents a non-cash loss with respect to the deconsolidation of an equity investment of AEII.

(c) Represents subsidiary loss during consolidation period of equity investment of AEII.

(d) Represents impairment of deferred production costs and intangible assets.

(e) Represents non-cash write-offs of internally developed software.

Exhibit 99.5

# Black Ridge Acquisition Corp. Announces Closing of its Business Combination with Allied Esports and WPT

**New Company Allied Esports Entertainment Set to Trade on NASDAQ as "AESE"**

**MINNEAPOLIS, Minn. and IRVINE, Calif. (August 9, 2019)** – Black Ridge Acquisition Corp. (NASDAQ: BRAC) ("Black Ridge" or the "Company"), today announced that it has closed its business combination with Allied Esports International, Inc. ("Allied Esports") and WPT Enterprises, Inc. ("WPT"), pursuant to which both Allied Esports and WPT become wholly-owned subsidiaries of BRAC. The transaction was approved at a special meeting of Black Ridge's shareholders on August 9, 2019.

As part of the transaction, Black Ridge changed its name to Allied Esports Entertainment, Inc. ("AESE"); the name change took effect following the closing. The Company's units and rights shall cease trading as of the close of business on August 9, 2019, and the Company expects that its shares of common stock and warrants will trade on the NASDAQ Capital Market under the ticker symbol "AESE" and "AESEW," respectively, starting on or about August 12, 2019.

AESE is a global leader in esports entertainment committed to providing live experiences, content and interactive services to the global video gaming and poker communities. AESE will utilize Allied Esports' global network of properties and content creation facilities, including its flagship location, HyperX Esports Arena Las Vegas, one of the most recognized venues in esports, and the World Poker Tour's nearly two decades of international expertise in live events, content distribution and customer engagement, to provide esports audiences around the world with offerings unparalleled in the industry today.

"Today marks the beginning of a new category in gaming – esports entertainment – that brings together the best of this burgeoning industry, including fans, streamers, professionals, entertainers and brands, to create experiences and content around the world across all communities," said Frank Ng, incoming CEO of Allied Esports Entertainment. "This growing ecosystem, anchored by our three-pillar strategy, will allow us to serve the industry as a whole as we move forward into an exciting and promising future."

As previously announced, Simon, a global leader in the ownership of premier shopping, dining, entertainment and mixed-use destinations, and TV Azteca, the top sports television network in Mexico, have made equity investments into AESE and are launching strategic alliances with the new company.

Simon and Allied Esports will collaborate to create a new product offering focused on delivering esports experiences through integrated gaming venues and production facilities in select Simon destinations around the country. The in-mall venues will be designed for tournament play and daily use with the capability to be expanded into common areas for larger esports activations and live events.

TV Azteca and Allied Esports will continue to work together to expand the esports landscape in Mexico through a number of initiatives, including: creating a 24-hour digital esports channel dedicated to esports and video gaming for the Mexican market; developing a network of esports talent across Mexico and Latin America; building a flagship esports venue and additional esports and content facilities in the Mexican market; and developing a localized online esports tournament platform for the market.

The strategic alliance between TV Azteca and AESE has already proven to be successful. Weekly WPT programming, which debuted on Azteca 7 in July, has delivered historic viewership numbers, including 3 million viewers for a single telecast.

Allied Esports and TV Azteca's co-produced esports series *NATION VS* NATION, which featured 40 competitors in a USA vs. Mexico format playing PLAYERUNKNOWN'S BATTLEGROUNDS, reached over 2 million viewers in the Mexican market during its broadcast in May.

Ken DeCubellis, Black Ridge's former Chairman and CEO, who will be CFO of the combined company, added, "We are thrilled with the closing of the transaction and look forward to seeing Allied Esports Entertainment execute on the tremendous opportunities in the esports market. We are excited for AESE's future as a public company and will be committed to creating value for all stakeholders involved."

Graubard Miller acted as legal advisor to Black Ridge and Maslon LLP acted as legal advisor to Allied Esports and WPT. AESE is headquartered in Irvine, California.

**About Allied Esports Entertainment**
Allied Esports Entertainment (NASDAQ: AESE) is a global esports entertainment venture dedicated to providing transformative live experiences, multiplatform content and interactive services to audiences worldwide through its strategic fusion of two powerful entertainment brands: Allied Esports and the World Poker Tour (WPT). Allied Esports Entertainment was created in August 2019 when Black Ridge Acquisition Corp. completed its business combination with Allied Esports and WPT Enterprises.

Allied Esports (alliedesports.gg) is an award-winning, innovative esports company comprised of a global network of dedicated esports properties and content production facilities. Its mission is to connect players, streamers and fans around the world through integrated arenas, including its flagship venue, HyperX Esports Arena Las Vegas, its fleet of mobile esports trucks, the HyperX Esports Trucks, and affiliate members of the Allied Esports Property Network, which serve as both competition battlegrounds and everyday content generation hubs.

World Poker Tour (worldpokertour.com) is the premier name in internationally televised gaming and entertainment with brand presence in land-based tournaments, television, online, and mobile. WPT ignited the global poker boom in 2002 with the creation of its iconic television show, now in its $18^{th}$ season, based on a series of high-stakes poker tournaments. ClubWPT.com is a unique online membership platform that offers inside access to the WPT.

For more information about Allied Esports Entertainment and its subsidiaries, please visit alliedesportsentertainment.com.

**Forward Looking Statements**

This press release includes "forward looking statements" within the meaning of the "safe harbor" provisions of the United States Private Securities Litigation Reform Act of 1995. When used in this press release, the words "estimates," "projected," "expects," "anticipates," "forecasts," "plans," "intends," "believes," "seeks," "may," "will," "should," "future," "propose" and variations of these words or similar expressions (or the negative versions of such words or expressions) are intended to identify forward-looking statements. These forward-looking statements are not guarantees of future performance, conditions or results, and involve a number of known and unknown risks, uncertainties, assumptions and other important factors, many of which are outside the control of the parties, that could cause actual results or outcomes to differ materially from those discussed in the forward-looking statements. Important factors, among others, that may affect actual results or outcomes include: the inability to recognize the anticipated benefits of the business combination; the ability to meet Nasdaq's continued listing standards; costs related to the business combination; AESE's ability to execute on its business plan; the ability to retain key personnel; potential litigation; and general economic and market conditions impacting demand for AESE's services. AESE does not undertake any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

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