



SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of July 19th, 2010 (the "Effective Date") between Brad Turner ("Turner") and Marketing Completion Fund LLC ("MCF"), whose address is 171 Pier Avenue, #449, Santa Monica, CA 90405, and Mathew Scott ("Scott") and Upper Strata ("US") whose address is 29863 Santa Margarita Pkwy Suite100, Rancho Santa Margarita, CA 92688 and Little Orbit ("LO") and Game Machine Studios ("GMS") whose address is 1221 E. Dyer, Suite 205, Santa Ana, CA 92705. The parties hereto agree as follows:

1. **Services.** Scott, US, LO, GMS duly engages Turner as consultant (the "Services") and Turner accepts said engagement. Scott, US, LO, GMS acknowledges and agrees that Turner is the managing member of Marketing Completion Fund LLC and that the Services are provided by MCF on a non-exclusive loan-out basis. Scott, US, LO, GMS shall give Turner the title of (To be discussed), which Turner shall hold for the term of this Agreement. The Services shall include, without limitation, management of capital raising, business development, sales, and marketing of US, LO, GMS, and development and management of capital raising, business development, sales, marketing for US, LO, GMS. Turner shall initially proceed with raising capital and business development. Scott, US, LO, GMS hereby authorizes Turner to contract with salespersons, consultants, and marketing partners with approval of compensation set by Scott. Services in any other matter will require a separate written agreement.

2. **MCF Loan-Out of Services.** MCF shall provide to US, LO, GMS the consulting services of Turner hereunder, on a non-exclusive basis. MCF shall not be obligated to provide the services of other personnel under this Agreement. If US, LO, GMS desires the services of other MCF personnel, such services will be compensated separately and will be governed by a separate services agreement.

3. **Compensation Payable Directly to Turner.** As consideration for the Services to be provided by Turner, US, LO, GMS shall provide the following compensation directly to Turner:

- (a) Monthly salary equal to \$15,000 or 100 hours @ \$150/hour
- (b) US, LO, GMS will pay \$3,000 per month paid on the first of each month.
- (c) Deferred compensation program – Balance of \$12,000 per month accrue and be paid when MCF has achieved successful business development sales and or capital has been raised in the private offerings.
- (d) Earned commissions or bonuses for business development sales or capital raising bonuses will be paid on the first and fifteenth of each month.
- (e) Base salary shall increase 1% for each \$50,000 in aggregate sales.
- (f) Yearly cash bonus, to be determined by Scott, US, LO, GMS based on sales performance.
- (g) Stock Compensation (TBD)

- (h) Car allowance at \$0.55 per mile.
- (i) Medical plan, commensurate with senior executive officers of SPI.
- (j) Expense account, with all expenses to be submitted to and subject to the approval of Scott, US, LO, GMS.
- (k) Matching retirement program – 401k after 30 days.

4. **Compensation Payable Directly to MCF.** As consideration for MCF's non-exclusive loan-out of Turner's Services to US, LO, GMS, US, LO, GMS shall provide the following compensation directly to MCF:

- (a) 5% commission override on all US, LO, GMS Business Development sales teams, from the first dollar of revenue.
- (b) 10% commission on personal US, LO, GMS business development sales by Turner.
- (c) Bonus override for capital raising milestones achieved from managing capital raising marketing team.
- (d) Bonus override for capital raising milestones achieved personally.
- (e) Stock awards of US, LO, GMS stock for aggregate business development sales milestones achieved - (TBD)
- (f) Stock awards of US, LO, GMS stock for
- (g) 2% marketing administrative fee for US, LO, GMS business development sales and capital raising (TBD)
- (h) Stock awards of Scott, US, LO, GMS stock for achieving financing milestones (TBD)
- (i) Yearly stock bonus of US, LO, GMS stock, to be determined by Scott based on business development sales performance.

5. **Tax Gross-Up.** For any stock award made under this Agreement, at the time such stock award is made, SPI shall also provide to the recipient of the stock award the amount of cash sufficient to pay all income tax liability recognized by the recipient in connection with the receipt of such stock award.

6. **Term and Termination.** The term of this Agreement shall commence on the Effective Date and continue for a minimum of three years. After the third anniversary of the Effective Date of this Agreement, any party may give 90 days written notice of termination to the other party, in which case the Agreement shall terminate upon the expiration of the 90-day notice period.

7. **Supervision.** Turner shall report directly to Mathew Scott, Owner of US, LO, GMS, or successor thereto, on a weekly basis concerning the Services performed under this Agreement.

8. **Non-Exclusive Vendor Relationships.** Turner and MCF have existing relationships and are developing new relationships with sources and vendors and other services that are non-exclusive. With respect to sources and vendors that Turner or MCF introduce to the company, they are not acting as US, LO, GMS agent and are free to negotiate any terms they wish with such sources and vendors, and US, LO, GMS is free to accept or reject any proposals Turner or MCF submit to US, LO, GMS. With respect to sources or vendors Turner and MCF find, they are not under any obligation to introduce them to US, LO, GMS. If US,

LO, GMS rejects any sources, vendors, or proposals, Turner and MCF are free to make any other arrangements with the sources or vendors without any further obligation to US, LO, GMS.

9. **Authorization.** Each party represents and warrants that it has full power and authority to enter into and fulfill the terms of this Agreement. Each person signing this Agreement on behalf of a party represents and warrants that he or she has full power and authority to execute this Agreement on behalf of that party.

10. **Entire Agreement.** This Agreement contains the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings, agreements, negotiations, and discussions, whether oral or written, between the parties. Each party hereto acknowledges and warrants to the other party that no promise, representation, or inducement not expressly contained herein has been made or offered, and that this Agreement is executed without reliance on any promise, representation, or warranty not expressly contained herein.

11. **Severability.** If any term, provision, or part of this Agreement is found by a court to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, provisions, and parts of this Agreement shall nevertheless remain in full force and effect as long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. On such determination that any term, provision, or part of this Agreement is invalid, illegal, or incapable of being enforced, this Agreement shall be deemed to be modified so as to effect the parties' original intent as closely as possible to the end that the transactions contemplated by this Agreement and the terms and provisions of this Agreement are fulfilled to the greatest extent possible.

12. **Survival.** All provisions of this Agreement shall survive the Effective Date of this Agreement, the date of execution of the Agreement, and any expiration, cancellation, or termination of this Agreement.

13. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns.

14. **Amendments and Waivers.** This Agreement shall not be amended, modified, changed, or altered in any way except by a writing signed by all parties hereto. No term of this Agreement shall be waived except by a writing signed by all parties hereto. Failure to enforce any provision of the Agreement by a party shall not constitute a waiver of any term hereof by such party. Waiver of any one provision of this Agreement shall not constitute a waiver of any other provision herein.

15. **Choice of Law and Forum.** The parties agree that the law of the State of Delaware shall be the controlling law with regard to this Agreement, without giving effect to its conflicts of laws principles. Each party agrees to submit to the exclusive jurisdiction of the federal and state courts located in Los Angeles County, California.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Marketing Completion Fund LLC

Upper Strata, Little Orbit, and Game
Machine Studios

By: _____

Brad Turner
Manager and Chief Executive Officer

Brad Turner, an individual

By: _____

Mathew Scott, Owner

By: _____

Brad Turner