

FLOORING AGREEMENT

Veritas Games Company, LLC (hereafter "VGC") is a limited liability company formed in Massachusetts, with a principal legal address of 110 Prospect St. #1R Somerville, MA 02143.
_____ (hereafter "the Distributor") is a hobby game distributor with a principal legal address of _____

VGC hereby loans _____ (USD) to the Distributor which Distributor agrees to immediately spend to purchase from VGC the Collateral (listed separately on Attachment B). No interest shall be due on this loan except as otherwise provided for herein, but the Distributor pledges the Collateral against the amount owed on this note.

The value of each Unit of the Collateral (hereafter "Units") is also detailed on Attachment B. At all times, all storage fees, maintenance fees, and other fees associated with the handling of the Collateral (except as provided for herein) shall be wholly the responsibility of the Distributor. The Distributor shall take all reasonable steps required to keep the Collateral in "like new", unopened, unmarked, saleable condition at all times.

The Distributor may sell any or all Units of the Collateral. Within 15 calendar days after the Distributor sells any Unit of the Collateral, the Distributor shall render a partial payment of the outstanding principal on this note to VGC in an amount equal to the value of all Units just sold. In no case shall VGC be responsible for any fees that arise directly or indirectly out of the sale of any of the Units of Collateral that happens in the normal course of the Distributor's business.

The Distributor may repay the full value of the principal at any time without penalty.

The Distributor may also choose at any time to return to VGC any or all of the remaining Collateral in exchange for a cancellation of an amount of the remaining principal debt on this loan equal to the total value of all Units so returned, provided that it shall be the Distributor's responsibility to make sure that such Units arrive in "like new", unopened, unmarked, resaleable condition to receive full credit. In the event that the Distributor returns Units in this fashion to VGC without VGC having first requested such a return, then the Distributor shall be wholly responsible for all shipping and handling charges associated with returning the Units in question.

VGC may require the repayment of this loan at any time. The Distributor may, in lieu of making a monetary payment required by VGC, return all of the remaining Collateral in "like new", unopened, unmarked, resaleable condition to VGC's shipping address (listed on Attachment A). Upon receipt of the returned Collateral, VGC shall credit the value of all Units just returned in "like new", unopened, unmarked, resaleable condition against the outstanding principal owed on this note. Whenever VGC requests the return of the Collateral in this fashion, VGC shall be wholly liable for all normal, reasonable shipping charges that the Distributor incurs from a third party (such as UPS or Fed Ex) in returning the requested Collateral. Such return shipping, unless otherwise requested in writing by VGC shall be at standard ground rates, and not at priority or next day rates. In the case of such a return, no additional handling charges shall be applied to VGC to cover any internal handling or package preparation procedures required of the Distributor to return the Units.

VGC may at any time require that the Distributor deliver any or all of the Collateral to a third party of VGC's choosing, including, but not limited to another competing hobby game distributor. The Collateral shall arrive at the third party's shipping address in "like new", unopened, unmarked, resaleable condition. VGC shall then apply a credit on the Distributor's behalf against the principal amount owed on this note. The amount of such a credit shall be equal to the value of all Units just shipped to the third party. Whenever VGC requests the shipping of the Collateral in this fashion, VGC shall be wholly liable for all normal, reasonable shipping charges that the Distributor incurs from a third party (such as UPS or Fed Ex) in shipping the requested Collateral. Such shipping, unless otherwise requested in writing by VGC shall be at standard ground rates, and not at priority or next day rates. In the case of such shipping, no additional handling charges shall be applied to VGC to cover any internal handling or package preparation procedures required of the Distributor to ship the Units.

On default in the payment of this note or in the performance of any obligation in any instrument securing or collateral to it, this note and all obligations in all instruments securing or collateral to it shall become immediately due at the election of VGC. The Distributor and each surety, endorser and guarantor waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests and notices of protest, to the extent permitted by law.

If this note is given to an attorney for collection, or if suit is brought for collection, or if it is collected through probate, bankruptcy or other judicial proceeding, then if the Distributor is found to be in breach of this agreement, the Distributor shall pay VGC all costs of collection, including reasonable attorney's fees and court costs, in addition to other amounts due.

Should the Distributor be unwilling or unable to make the payments required by this agreement, then interest shall start accruing on the unpaid amounts. The amount of said interest shall be 10% APR of simple interest (of the highest amount allowable by law, if less). Interest on the debt evidenced by this note shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted repayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt, or if the principal of the debt has not been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

The Distributor grants, as additional security (collateral) for all of the Distributor's obligations to VGC, a security interest in all of its inventory, present and future, and all proceeds of sale or other disposition of the foregoing.

This note is assignable and negotiable at the sole discretion of VGC.

When the context requires, singular nouns and pronouns include the plural.

This Agreement shall be construed under the laws of the State of Massachusetts and of the 1st Circuit Court of Appeals of the United States.

Attachment A

Shipping Address: Veritas Games Company, LLC
519 Somerville Ave. #323
Somerville, MA 02143

Attachment B

[Insert items Distributor intends to floor, their value, and their quantity]