

Exhibit D

Declaration of 3DR

1. My name is ~~X~~ Scott Miller ~~X~~ George Broussard (indicate as appropriate). I am over the age of twenty-one, and a 3DR officer otherwise competent to make this declaration. I have personal knowledge of the facts in this declaration, and each such fact is true and correct. I am executing this Declaration personally and as an authorized agent of Apogee Software, Ltd d/b/a 3DR ("3DR"), in accordance with the Breach Notice/IP Infringement letter from Gearbox Software, LLC ("Gearbox") dated February 13, 2014 ("Breach Notice").
2. I have read the Breach Notice and I understand the statements therein.
3. As an officer of 3DR, I possess knowledge of the development of all 3DR products and certain legal agreements, including without limitation the Asset Purchase Agreement ("APA"), and all related documents executed between Apogee Software, Ltd. d/b/a 3DR and Gearbox in February 2010 (collectively, the "Duke IP Terms").
4. I hereby acknowledge that 3DR assigned over all rights, title and interest to the "Duke IP" with very limited exceptions. More specifically: 3DR retained only Gearbox's narrow permission for Apogee, LLC ("Apogee") to complete the few games previously in development by Apogee for certain platforms; these few, now-outdated games are listed in Exhibit 1 of the 2010 Supplement to the APA ("Supplement").
5. I am aware that Exhibit 2.2 of the APA states that "all future development in the Duke IP" is a development right exclusively held by Gearbox. As such, only Gearbox has possessed the right to use the Duke IP in the development of any and all new Duke Nukem games, ancillary projects and materials since February 2010. Because such rights belong to Gearbox alone, development efforts such as 3DR's "*Duke Nukem: Mass Destruction*" effort with others was not only unauthorized, but a material infringement of Gearbox's rights. I apologize to Gearbox for the infringement and breach represented by my efforts.
6. In accordance with the Breach Notice, I agree to, and shall immediately cause 3DR to:

- a. Assist Gearbox in identifying all unauthorized use(s) of all other intellectual property associated with Gearbox's Duke Nukem brand;
- b. take any and all other actions as may be reasonably required to comply with the Breach Notice and Gearbox's exclusive rights;
- c. refrain from any acts that use or violate the Duke IP, which exclusively belongs to Gearbox;
- d. immediately provide Gearbox with confirmation of 3DR's compliance with the obligations identified herein.

7. I acknowledge that 3DR's actions, which were taken at 3DR's behest, constitute a material breach of the Duke IP Terms that causes irreparable harm to Gearbox and its Duke IP rights. By willfully and materially breaching the APA and related Duke IP Terms, I agree that Gearbox is entitled to all legal and equitable remedies against 1) 3DR; and 2) those participants who have failed to provide the confirmations I have voluntarily provided herein.

With sincere apologies for my actions, I declare under penalty of perjury that the foregoing is true and correct.

Signed & delivered prior to 11:59 p.m. (CST) on February 16, 2014, in Dallas, Texas.

Apogee Software, Ltd. d/b/a 3DR
 By: [Signature]
 Name: Scott Miller
 Title: Partner

AND
 S. Miller or G. Broussard an individual
[Signature]
George Broussard

By: George Broussard
 Name: George Broussard
 Title: Partner