

---

---

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

**FORM 10-Q**

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

For the Quarterly Period Ended June 30, 2009

OR

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

For the Transition Period from \_\_\_\_\_ to \_\_\_\_\_

Commission File No. 0-17948

**ELECTRONIC ARTS INC.**

*(Exact name of registrant as specified in its charter)*

**Delaware**

*(State or other jurisdiction of  
incorporation or organization)*

**94-2838567**

*(I.R.S. Employer  
Identification No.)*

**209 Redwood Shores Parkway**

**Redwood City, California**

*(Address of principal executive offices)*

**94065**

*(Zip Code)*

**(650) 628-1500**

*(Registrant's telephone number, including area code)*

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES  NO

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES  NO

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

YES  NO

As of August 6, 2009, there were 323,522,559 shares of the Registrant's Common Stock, par value \$0.01 per share, outstanding.

---

---

---

**Table of Contents**

**ELECTRONIC ARTS INC.  
FORM 10-Q  
FOR THE PERIOD ENDED JUNE 30, 2009**

**Table of Contents**

	<u>Page</u>
<b>Part I - FINANCIAL INFORMATION</b>	
Item 1. Condensed Consolidated Financial Statements (Unaudited)	
Condensed Consolidated Balance Sheets as of June 30, 2009 and March 31, 2009	3
Condensed Consolidated Statements of Operations for the Three Months Ended June 30, 2009 and 2008	4
Condensed Consolidated Statements of Cash Flows for the Three Months Ended June 30, 2009 and 2008	5
Notes to Condensed Consolidated Financial Statements (Unaudited)	6
Report of Independent Registered Public Accounting Firm	25
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	26
Item 3. Quantitative and Qualitative Disclosures About Market Risk	46
Item 4. Controls and Procedures	49
<b>Part II - OTHER INFORMATION</b>	
Item 1. Legal Proceedings	50
Item 1A. Risk Factors	50
Item 6. Exhibits	59
Signature	61
Exhibit Index	62

PART I – FINANCIAL INFORMATION

Item 1. Condensed Consolidated Financial Statements (Unaudited)

**ELECTRONIC ARTS INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**

(Unaudited)	June 30,	March 31,
(In millions, except par value data)	2009	2009 (a)
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$1,205	\$ 1,621
Short-term investments	634	534
Marketable equity securities	440	365
Receivables, net of allowances of \$190 and \$217, respectively	375	116
Inventories	215	217
Deferred income taxes, net	56	51
Other current assets	251	216
Total current assets	3,176	3,120
Property and equipment, net	341	354
Goodwill	814	807
Acquisition-related intangibles, net	208	221
Deferred income taxes, net	67	61
Other assets	116	115
<b>TOTAL ASSETS</b>	<b><u>\$4,722</u></b>	<b><u>\$ 4,678</u></b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 166	\$ 152
Accrued and other current liabilities	661	723
Deferred net revenue (packaged goods and digital content)	433	261
Total current liabilities	1,260	1,136
Income tax obligations	315	268
Deferred income taxes, net	40	42
Other liabilities	106	98
Total liabilities	1,721	1,544
Commitments and contingencies (See Note 11)		
Stockholders' equity:		
Preferred stock, \$0.01 par value. 10 shares authorized	—	—
Common stock, \$0.01 par value. 1,000 shares authorized; 323 shares issued and outstanding	3	3
Paid-in capital	2,118	2,142
Retained earnings	566	800
Accumulated other comprehensive income	314	189
Total stockholders' equity	3,001	3,134
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b><u>\$4,722</u></b>	<b><u>\$ 4,678</u></b>

See accompanying Notes to Condensed Consolidated Financial Statements (unaudited).

(a) Derived from audited consolidated financial statements.

## Table of Contents

### ELECTRONIC ARTS INC. AND SUBSIDIARIES CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

(Unaudited) (In millions, except per share data)	Three Months Ended June 30,	
	2009	2008
Net revenue	\$ 644	\$ 804
Cost of goods sold	<u>321</u>	<u>296</u>
Gross profit	323	508
Operating expenses:		
Marketing and sales	164	128
General and administrative	66	84
Research and development	312	356
Acquired in-process technology	—	2
Amortization of intangibles	12	15
Restructuring charges	<u>14</u>	<u>20</u>
Total operating expenses	<u>568</u>	<u>605</u>
Operating loss	(245)	(97)
Losses on strategic investments	(16)	(6)
Interest and other income, net	<u>3</u>	<u>15</u>
Loss before provision for (benefit from) income taxes	(258)	(88)
Provision for (benefit from) income taxes	<u>(24)</u>	<u>7</u>
Net loss	<u>\$ (234)</u>	<u>\$ (95)</u>
Net loss per share:		
Basic and Diluted	\$ (0.72)	\$ (0.30)
Number of shares used in computation:		
Basic and Diluted	323	318

See accompanying Notes to Condensed Consolidated Financial Statements (unaudited).

## Table of Contents

### ELECTRONIC ARTS INC. AND SUBSIDIARIES CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

(Unaudited) (In millions)	Three Months Ended June 30,	
	2009	2008
<b>OPERATING ACTIVITIES</b>		
Net loss	\$ (234)	\$ (95)
Adjustments to reconcile net loss to net cash used in operating activities:		
Acquired in-process technology	—	2
Depreciation, amortization and accretion, net	48	50
Net losses on investments and sale of property and equipment	15	6
Non-cash restructuring charges	7	16
Stock-based compensation	33	50
Change in assets and liabilities:		
Receivables, net	(252)	38
Inventories	4	(56)
Other assets	(35)	(7)
Accounts payable	8	(33)
Accrued and other liabilities	(82)	(41)
Deferred income taxes, net	(12)	(26)
Deferred net revenue (packaged goods and digital content)	172	(195)
Net cash used in operating activities	<u>(328)</u>	<u>(291)</u>
<b>INVESTING ACTIVITIES</b>		
Capital expenditures	(8)	(31)
Proceeds from maturities and sales of short-term investments	168	135
Purchase of short-term investments	(269)	(158)
Acquisition of subsidiaries, net of cash acquired	(3)	(42)
Net cash used in investing activities	<u>(112)</u>	<u>(96)</u>
<b>FINANCING ACTIVITIES</b>		
Proceeds from issuance of common stock	3	25
Excess tax benefit from stock-based compensation	—	9
Net cash provided by financing activities	<u>3</u>	<u>34</u>
Effect of foreign exchange on cash and cash equivalents	21	(1)
Decrease in cash and cash equivalents	(416)	(354)
Beginning cash and cash equivalents	1,621	1,553
Ending cash and cash equivalents	1,205	1,199
Short-term investments	634	748
Ending cash, cash equivalents and short-term investments	<u>\$ 1,839</u>	<u>\$ 1,947</u>
<b>Supplemental cash flow information:</b>		
Net cash paid (refunded) during the period for income taxes	<u>\$ (2)</u>	<u>\$ 6</u>
<b>Non-cash investing activities:</b>		
Change in unrealized gains (losses) on investments, net	<u>\$ 77</u>	<u>\$ (5)</u>

See accompanying Notes to Condensed Consolidated Financial Statements (unaudited).

---

## Table of Contents

### ELECTRONIC ARTS INC. AND SUBSIDIARIES NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

#### (1) DESCRIPTION OF BUSINESS AND BASIS OF PRESENTATION

We develop, market, publish and distribute video game software and content that can be played by consumers on a variety of platforms, including video game consoles (such as the PLAYSTATION®3, Microsoft Xbox 360™ and Nintendo Wii™), personal computers, handheld game players (such as the PlayStation® Portable (“PSP™”) and the Nintendo DS™) and wireless devices (such as cellular phones and smart phones including the Apple iPhone™). Some of our games are based on content that we license from others ( e.g. , Madden NFL Football, Harry Potter™ and FIFA Soccer), and some of our games are based on our own wholly-owned intellectual property ( e.g. , The Sims™, Need for Speed™, Dead Space™ and Pogo™). Our goal is to publish titles with global mass-market appeal, which often means translating and localizing them for sale in non-English speaking countries. In addition, we also attempt to create software game “franchises” that allow us to publish new titles on a recurring basis that are based on the same property. Examples of this franchise approach are the annual iterations of our sports-based products ( e.g. , Madden NFL Football, NCAA® Football and FIFA Soccer), wholly-owned properties that can be successfully sequenced ( e.g. , The Sims, Need for Speed and Battlefield) and titles based on long-lived literary and/or movie properties ( e.g. , The Godfather® and Harry Potter).

Our fiscal year is reported on a 52 or 53-week period that ends on the Saturday nearest March 31. Our results of operations for the fiscal years ending or ended, as the case may be, March 31, 2010 and 2009 contain 53 and 52 weeks, respectively, and end on April 3, 2010 and March 28, 2009, respectively. Our results of operations for the three months ended June 30, 2009 and 2008 contain 14 and 13 weeks, respectively, and ended on July 4, 2009 and June 28, 2008, respectively. For simplicity of disclosure, all fiscal periods are referred to as ending on a calendar month end.

The Condensed Consolidated Financial Statements are unaudited and reflect all adjustments (consisting only of normal recurring accruals unless otherwise indicated) that, in the opinion of management, are necessary for a fair presentation of the results for the interim periods presented. The preparation of these Condensed Consolidated Financial Statements requires management to make estimates and assumptions that affect the amounts reported in these Condensed Consolidated Financial Statements and accompanying notes. Actual results could differ materially from those estimates. The results of operations for the current interim periods are not necessarily indicative of results to be expected for the current year or any other period.

Certain reclassifications have been made to the 2009 financial information to conform to the 2010 presentation.

These Condensed Consolidated Financial Statements should be read in conjunction with the Consolidated Financial Statements and Notes thereto included in our Annual Report on Form 10-K for the fiscal year ended March 31, 2009, as filed with the United States Securities and Exchange Commission (“SEC”) on May 22, 2009.

#### (2) FAIR VALUE MEASUREMENTS

On April 1, 2009, we adopted Financial Accounting Standards Board (“FASB”) Staff Position (“FSP”) Financial Accounting Standard (“FAS”) 157-2, *Effective Date of FASB Statement No. 157*, as it applies to nonfinancial assets and nonfinancial liabilities. These nonfinancial items include assets and liabilities such as a reporting unit measured at fair value in a goodwill impairment test and nonfinancial assets acquired and liabilities assumed in a business combination. We measure certain financial and nonfinancial assets and liabilities at fair value on a recurring and nonrecurring basis.

##### *Assets and Liabilities Measured at Fair Value on a Recurring Basis*

Our money market funds, available-for-sale fixed income and equity securities, deferred compensation plan assets and foreign currency derivatives are measured and recorded at fair value on a recurring basis.

Our Level 1 financial instruments are valued using quoted prices in active markets for identical instruments. Our Level 2 financial instruments, including derivative instruments, are valued using quoted prices for identical instruments in less active markets or using other observable market inputs for comparable instruments. As of June 30, 2009 and March 31, 2009, we did not have any Level 3 financial instruments that were measured and recorded at fair value on a recurring basis.

## Table of Contents

As of June 30, 2009 and March 31, 2009, our financial assets and liabilities that are measured and recorded at fair value on a recurring basis were as follows (in millions):

	As of June 30, 2009	Fair Value Measurements at Reporting Date Using			Balance Sheet Classification
		Quoted Prices in Active Markets for Identical Financial Instruments (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
<b>Assets</b>					
Money market funds	\$ 723	\$ 723	\$ —	\$ —	Cash equivalents
U.S. Treasury securities	203	203	—	—	Short-term investments and cash equivalents
Corporate bonds	181	—	181	—	Short-term investments and cash equivalents
U.S. agency securities	165	—	165	—	Short-term investments and cash equivalents
Commercial paper	92	—	92	—	Short-term investments and cash equivalents
Asset-backed securities	7	—	7	—	Short-term investments
Available-for-sale equity securities	440	440	—	—	Marketable equity securities
Deferred compensation plan assets <sup>(a)</sup>	11	11	—	—	Other assets
Foreign currency derivatives	1	—	1	—	Other current assets
Total assets at fair value	<u>\$ 1,823</u>	<u>\$ 1,377</u>	<u>\$ 446</u>	<u>\$ —</u>	
<b>Assets</b>					
	As of March 31, 2009	(Level 1)	(Level 2)	(Level 3)	Balance Sheet Classification
Money market funds	\$ 1,069	\$ 1,069	\$ —	\$ —	Cash equivalents
U.S. Treasury securities	212	212	—	—	Short-term investments and cash equivalents
Corporate bonds	133	—	133	—	Short-term investments and cash equivalents
U.S. agency securities	118	—	118	—	Short-term investments and cash equivalents
Commercial paper	118	—	118	—	Short-term investments and cash equivalents
Asset-backed securities	15	—	15	—	Short-term investments
Available-for-sale equity securities	365	365	—	—	Marketable equity securities
Deferred compensation plan assets <sup>(a)</sup>	9	9	—	—	Other assets
Foreign currency derivatives	2	—	2	—	Other current assets
Total assets at fair value	<u>\$ 2,041</u>	<u>\$ 1,655</u>	<u>\$ 386</u>	<u>\$ —</u>	

<sup>(a)</sup> The deferred compensation plan assets consist of various mutual funds.

### Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

We reviewed our financial and nonfinancial assets and liabilities for the three months ended June 30, 2009 and our financial assets and liabilities for the three months ended June 30, 2008 and concluded that there were no material impairment charges during each of these periods.

### (3) FINANCIAL INSTRUMENTS

On April 1, 2009, we adopted FSP FAS 107-1 and Accounting Principles Board (“APB”) 28-1, *Interim Disclosures about Fair Value of Financial Instruments*, which requires disclosures about the fair value of financial instruments for interim reporting periods of publicly traded companies. See Note 2 for information on the methods and assumptions used to estimate the fair value of our financial instruments.

## Table of Contents

### Cash, Cash Equivalents, Short-Term Investments and Foreign Currency Option Contracts

Cash, cash equivalents and short-term investments consisted of the following as of June 30, 2009 and March 31, 2009 (in millions):

	As of June 30, 2009				As of March 31, 2009			
	Cost or Amortized	Gross Unrealized		Fair Value	Cost or Amortized	Gross Unrealized		Fair Value
	Cost	Gains	Losses		Cost	Gains	Losses	
<b>Cash and cash equivalents:</b>								
Cash	\$ 468	\$ —	\$ —	\$ 468	\$ 490	\$ —	\$ —	\$ 490
Money market funds	723	—	—	723	1,069	—	—	1,069
U.S. agency securities	11	—	—	11	9	—	—	9
Commercial paper	1	—	—	1	39	—	—	39
U.S. Treasury securities	1	—	—	1	12	—	—	12
Corporate bonds	1	—	—	1	2	—	—	2
Cash and cash equivalents	<u>1,205</u>	<u>—</u>	<u>—</u>	<u>1,205</u>	<u>1,621</u>	<u>—</u>	<u>—</u>	<u>1,621</u>
<b>Short-term investments:</b>								
U.S. Treasury securities	201	1	—	202	198	2	—	200
Corporate bonds	178	2	—	180	130	1	—	131
U.S. agency securities	153	1	—	154	108	1	—	109
Commercial paper	91	—	—	91	79	—	—	79
Asset-backed securities	7	—	—	7	15	—	—	15
Short-term investments	<u>630</u>	<u>4</u>	<u>—</u>	<u>634</u>	<u>530</u>	<u>4</u>	<u>—</u>	<u>534</u>
Cash, cash equivalents and short-term investments	<u>\$ 1,835</u>	<u>\$ 4</u>	<u>\$ —</u>	<u>\$1,839</u>	<u>\$ 2,151</u>	<u>\$ 4</u>	<u>\$ —</u>	<u>\$2,155</u>

As of June 30, 2009 and March 31, 2009, we had less than \$1 million in each period in gross unrealized losses primarily attributable to our corporate bonds and U.S. Treasury securities. As of June 30, 2009 and March 31, 2009, these gross unrealized losses were primarily in loss positions for less than 12 months.

We evaluate our investments for impairment quarterly. Factors considered in the review of investments with an unrealized loss include the credit quality of the issuer, the duration that the fair value has been less than the cost basis, severity of the impairment, reason for the decline in value and potential recovery period, the financial condition and near-term prospects of the investees, our intent and ability to hold the investments for a period of a time sufficient to allow for any anticipated recovery in market value, as well as any contractual terms impacting the prepayment or settlement process. Based on our review, we did not consider the investments listed above to be other-than-temporarily impaired as of June 30, 2009 and March 31, 2009.

Gross realized gains of \$2 million were recognized from the sale of short-term investments for the three months ended June 30, 2009. Gross realized gains and losses of less than \$1 million each were recognized from the sale of short-term investments for the three months ended June 30, 2008. Realized gains and losses are calculated based on the specific identification method.

The following table summarizes the amortized cost and fair value of our short-term investments, classified by stated maturity as of June 30, 2009 and March 31, 2009 (in millions):

	As of June 30, 2009		As of March 31, 2009	
	Amortized	Fair Value	Amortized	Fair Value
	Cost		Cost	
<b>Short-term investments excluding asset-backed securities</b>				
Due in 1 year or less	\$ 179	\$179	\$ 245	\$ 245
Due in 1-2 years	191	192	156	159
Due in 2-3 years	253	256	114	115
<b>Asset-backed securities</b>				
Weighted average maturity less than 1 year	7	7	15	15
Short-term investments	<u>\$ 630</u>	<u>\$634</u>	<u>\$ 530</u>	<u>\$ 534</u>

Asset-backed securities are separately disclosed as they are not due at a single maturity date. Our portfolio only includes asset-backed securities that have weighted-average maturities of three years or less.



## Table of Contents

As of June 30, 2009, our foreign currency option contracts had a cost of \$4 million, gross unrealized gains of less than \$1 million, gross unrealized losses of \$3 million and a fair value of \$1 million. As of March 31, 2009, our foreign currency option contracts had a cost of \$3 million, gross unrealized losses of \$1 million and a fair value of \$2 million. See Note 4 for information regarding our derivative financial instruments.

### *Marketable Equity Securities*

Our investments in marketable equity securities consist of investments in common stock of publicly traded companies and are accounted for in accordance with SFAS No. 115, *Accounting for Certain Investments in Debt and Equity Securities*, as amended.

Marketable equity securities consisted of the following (in millions):

	<u>Cost</u>	<u>Gross Unrealized Gains</u>	<u>Gross Unrealized Losses</u>	<u>Fair Value</u>
As of June 30, 2009	\$159	\$ 281	\$ —	\$ 440
As of March 31, 2009	\$175	\$ 190	\$ —	\$ 365

We evaluate our investments for impairment quarterly. If we conclude that an investment is other-than-temporarily impaired, we will recognize an impairment charge at that time.

During the three months ended June 30, 2009 and 2008, we recognized impairment charges of \$16 million on our investment in The9 and \$5 million on our Neowiz common shares, respectively. Due to various factors, including but not limited to, a change in the financial condition of one of the investee's business and the extent and duration during which the market prices had been below cost, respectively, we concluded the decline in values were other-than-temporary as defined by SFAS No. 115, as amended. The \$16 million and \$5 million impairments for the three months ended June 30, 2009 and 2008, respectively, are included in losses on strategic investments on our Condensed Consolidated Statements of Operations.

We did not have any realized gains or losses from the sale of marketable equity securities for the three months ended June 30, 2009 and 2008.

### *Other Investments Included in Other Assets*

Our other investments consist principally of non-voting preferred shares in two companies whose common stock is publicly traded and are accounted for under the cost method as prescribed by APB No. 18, *The Equity Method of Accounting for Investment in Common Stock*, as amended. We evaluate our investments for impairment quarterly. If we conclude that an investment is other-than-temporarily impaired, we will recognize an impairment charge at that time.

During the three months ended June 30, 2009, we did not recognize any impairment charges with respect to these investments. During the three months ended June 30, 2008, we recognized an impairment charge of \$1 million with respect to one of these investments. Due to various factors, including but not limited to, the extent and duration during which the fair value had been below cost, we concluded the decline in value was other-than-temporary. The \$1 million impairment for the three months ended June 30, 2008, is included in losses on strategic investments on our Condensed Consolidated Statements of Operations.

## **(4) DERIVATIVE FINANCIAL INSTRUMENTS**

We account for our derivative and hedging activities under SFAS No. 133, *Accounting for Derivative Instruments and Hedging Activities*. The assets or liabilities associated with our derivative instruments and hedging activities are recorded at fair value in other current assets or accrued and other current liabilities, respectively, in our Condensed Consolidated Balance Sheets. As discussed below, the accounting for gains and losses resulting from changes in fair value depends on the use of the derivative and whether it is designated and qualifies for hedge accounting.

We transact business in various foreign currencies and have significant international sales and expenses denominated in foreign currencies, subjecting us to foreign currency risk. We purchase foreign currency option contracts, generally with maturities of 15 months or less, to reduce the volatility of cash flows primarily related to forecasted revenue and expenses denominated in certain foreign currencies. In addition, we utilize foreign currency forward contracts to mitigate foreign exchange rate risk associated with foreign-currency-denominated assets and liabilities, primarily intercompany receivables and payables. The foreign currency forward contracts generally have a contractual term of approximately three months or less and are transacted near month-end. At each quarter end, the fair value of the foreign currency forward contracts generally is not significant. We do not use foreign currency option or foreign currency forward contracts for speculative or trading purposes.

## Table of Contents

The information on the location and amounts of our derivative instruments that were reported at fair value in our Condensed Consolidated Balance Sheets as of June 30, 2009 and March 31, 2009 is as follows (in millions):

	Derivative Assets Reported in Other Current Assets <sup>(a)</sup>	
	As of June 30, 2009	As of March 31, 2009
Foreign currency option contracts designated as hedging instruments under SFAS No. 133 <sup>(b)</sup>	\$ 1	\$ 2

<sup>(a)</sup> As of June 30, 2009 and March 31, 2009, the fair value of our foreign currency forward contracts not designated as hedging instruments under SFAS No. 133 was immaterial and was reported in other current assets and accrued and other current liabilities, respectively, on our Condensed Consolidated Balance Sheets.

<sup>(b)</sup> See Note 2 for information on our valuation techniques used to estimate the fair value of our derivative instruments and see Note 13 for the net-of-tax amounts of our unrealized gains (losses) on foreign currency option contracts.

### Cash Flow Hedging Activities

Our foreign currency option contracts are designated and qualify as cash flow hedges under SFAS No. 133. The effectiveness of the cash flow hedge contracts, including time value, is assessed monthly using regression, as well as other timing and probability criteria required by SFAS No. 133. To receive hedge accounting treatment, all hedging relationships are formally documented at the inception of the hedge and the hedges must be highly effective in offsetting changes to future cash flows on hedged transactions. The effective portion of gains or losses resulting from changes in fair value of these hedges is initially reported, net of tax, as a component of accumulated other comprehensive income in stockholders' equity. The gross amount of the effective portion of gains or losses resulting from changes in fair value of these hedges is subsequently reclassified into net revenue or research and development expenses, as appropriate, in the period when the forecasted transaction is recognized in our Condensed Consolidated Statements of Operations. The ineffective portion of gains or losses resulting from changes in fair value, if any, is reported in each period in interest and other income, net, in our Condensed Consolidated Statements of Operations. The effective portion of hedges recognized in accumulated other comprehensive income will be reclassified to earnings within 12 months. As of June 30, 2009, we had foreign currency option contracts to purchase approximately \$9 million in foreign currency and to sell approximately \$152 million of foreign currencies. As of June 30, 2009, these foreign currency option contracts outstanding had a total fair value of \$1 million and are included in other current assets. As of March 31, 2009, we had foreign currency option contracts to purchase approximately \$19 million in foreign currency and to sell approximately \$65 million of foreign currencies. As of March 31, 2009, these foreign currency option contracts outstanding had a total fair value of \$2 million and are included in other current assets.

The effect of derivative instruments on our Condensed Consolidated Statement of Operations for the three months ended June 30, 2009 was as follows (in millions):

	Amount of Loss Recognized in OCI on Derivative (Effective Portion)	Location of Gain Reclassified from Accumulated OCI into Income (Effective Portion)	Amount of Gain Reclassified from Accumulated OCI into Income (Effective Portion) <sup>(a)</sup>
Foreign currency option contracts designated as hedging instruments under SFAS No. 133 <sup>(b)</sup>	\$ (2)	Net revenue	\$ 2

<sup>(a)</sup> We had an immaterial amount in losses reclassified from accumulated OCI into research and development expenses on our Condensed Consolidated Statement of Operations. See Note 13 for additional information on the net-of-tax amounts of our realized gains and losses on foreign currency option contracts designated as hedging instruments under SFAS No. 133.

## Table of Contents

- (b) We had an immaterial amount in losses recognized in income on derivative (ineffective portion) in interest and other income, net, on our Condensed Consolidated Statement of Operations. See Note 13 for the net-of-tax amounts of our unrealized gains (losses) on foreign currency option contracts designated as hedging instruments under SFAS No. 133.

### Balance Sheet Hedging Activities

Our foreign currency forward contracts are not designated as hedging instruments under SFAS No. 133. Accordingly, any gains or losses resulting from changes in the fair value of the foreign currency forward contracts are reported in interest and other income, net, in our Condensed Consolidated Statements of Operations. The gains and losses on these foreign currency forward contracts generally offset the gains and losses associated with the underlying foreign-currency-denominated assets and liabilities, which are also reported in interest and other income, net, in our Condensed Consolidated Statements of Operations. As of June 30, 2009, we had foreign currency forward contracts to purchase and sell approximately \$211 million in foreign currencies. Of this amount, \$186 million represented contracts to sell foreign currencies in exchange for U.S. dollars, \$22 million to purchase foreign currencies in exchange for U.S. dollars and \$3 million to sell foreign currencies in exchange for British pounds sterling. As of March 31, 2009, we had foreign currency forward contracts to purchase and sell approximately \$63 million in foreign currencies. Of this amount, \$53 million represented contracts to sell foreign currencies in exchange for U.S. dollars, \$7 million to purchase foreign currencies in exchange for U.S. dollars and \$3 million to sell foreign currencies in exchange for British pounds sterling. The fair value of our foreign currency forward contracts was immaterial as of June 30, 2009 and March 31, 2009.

The effect of derivative instruments on our Condensed Consolidated Statement of Operations for the three months ended June 30, 2009, was as follows (in millions):

	Location of Loss Recognized in Income on Derivative	Amount of Loss Recognized in Income on Derivative
Foreign currency forward contracts not designated as hedging instruments under SFAS No. 133	Interest and other income,  net	\$ (8)

### (5) BUSINESS COMBINATIONS

On April 1, 2009, we adopted SFAS No. 141 (revised 2007) ("SFAS No. 141(R)"), *Business Combinations*, which requires the recognition of assets acquired, liabilities assumed, and any noncontrolling interest in an acquiree at the acquisition date based on their fair value with limited exceptions. SFAS No. 141(R) changes the accounting treatment for certain specific items and includes a substantial number of new disclosure requirements. The adoption of SFAS No. 141(R) did not have a significant impact on our Condensed Consolidated Financial Statements for the three months ended June 30, 2009.

### (6) GOODWILL AND ACQUISITION-RELATED INTANGIBLES, NET

The changes in the carrying amount of goodwill are as follows (in millions):

	As of March 31,  2009	Goodwill Acquired	Effects of Foreign Currency Translation	As of June 30,  2009
Label Segment	\$ 667	\$ —	\$ 5	\$ 672
EA Mobile Segment	140	2	—	142
Total	<u>\$ 807</u>	<u>\$ 2</u>	<u>\$ 5</u>	<u>\$ 814</u>

## Table of Contents

Acquisition-related intangibles, net, consist of the following (in millions):

	As of June 30, 2009			As of March 31, 2009		
	Gross Carrying	Accumulated	Other Intangibles, Net	Gross Carrying	Accumulated	Other Intangibles, Net
	Amount	Amortization		Amount	Amortization	
Developed and Core Technology	\$ 249	\$ (132)	\$ 117	\$ 249	\$ (128)	\$ 121
Trade Name	87	(50)	37	86	(43)	43
Carrier Contracts and Related	85	(52)	33	85	(51)	34
Subscribers and Other Intangibles	52	(31)	21	51	(28)	23
Total	<u>\$ 473</u>	<u>\$ (265)</u>	<u>\$ 208</u>	<u>\$ 471</u>	<u>\$ (250)</u>	<u>\$ 221</u>

Amortization of intangibles for the three months ended June 30, 2009 and 2008 was \$15 million (of which \$3 million was recognized as cost of goods sold) and \$18 million (of which \$3 million was recognized as cost of goods sold), respectively. Finite-lived intangible assets are amortized using the straight-line method over the lesser of their estimated useful lives or the term of the related agreement, typically from two to fifteen years. As of June 30, 2009 and March 31, 2009, the weighted-average remaining useful life for finite-lived intangible assets was approximately 5.8 years and 6.0 years, respectively.

As of June 30, 2009, future amortization of finite-lived intangibles that will be recorded in cost of goods sold and operating expenses is estimated as follows (in millions):

<u>Fiscal Year Ending March 31,</u>		
2010 (remaining nine months)		\$ 42
2011		52
2012		36
2013		21
2014		14
Thereafter		43
Total		<u>\$208</u>

## (7) RESTRUCTURING CHARGES

Restructuring information as of June 30, 2009 was as follows (in millions):

	Fiscal 2009 Restructuring			Fiscal 2008 Reorganization			Other Restructurings			Total
	Facilities-			Facilities-			Facilities-			
	Workforce	related	Other	Workforce	related	Other	Workforce	related	Other	
Balances as of March 31, 2008	\$ —	\$ —	\$ —	\$ 1	\$ —	\$ 4	\$ —	\$ 9	\$ —	\$ 14
Charges to operations	32	7	2	—	22	12	4	1	—	80
Charges settled in cash	(24)	(1)	—	(1)	—	(13)	(4)	(3)	—	(46)
Charges settled in non-cash	—	(1)	(2)	—	(22)	—	—	—	—	(25)
Balances as of March 31, 2009	8	5	—	—	—	3	—	7	—	23
Charges to operations	—	9	—	—	3	2	—	—	—	14
Charges settled in cash	(4)	—	—	—	—	(2)	—	—	—	(6)
Charges settled in non-cash	—	(4)	—	—	(3)	—	—	—	—	(7)
Accrual reclassification	—	—	—	—	—	—	—	(7)	—	(7)
Balances as of June 30, 2009	<u>\$ 4</u>	<u>\$ 10</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 3</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 17</u>

---

## Table of Contents

### *Fiscal 2009 Restructuring*

In fiscal year 2009, we announced details of a cost reduction plan as a result of our performance combined with the current economic environment. This plan includes a narrowing of our product portfolio, a reduction in our worldwide workforce of approximately 11 percent, or 1,100 employees, the closure of 10 facilities, and reductions in other variable costs and capital expenditures.

Since the inception of the fiscal 2009 restructuring plan through June 30, 2009, we have incurred charges of \$50 million, of which (1) \$32 million were for employee-related expenses, (2) \$16 million related to the closure of certain of our facilities, and (3) \$2 million related to asset impairments. The restructuring accrual of \$14 million as of June 30, 2009 related to our fiscal 2009 restructuring is expected to be settled by September 2010. This accrual is included in other accrued expenses presented in Note 9 of the Notes to Condensed Consolidated Financial Statements.

During the remainder of fiscal year 2010, we anticipate incurring between \$5 million and \$10 million of restructuring charges related to the fiscal 2009 restructuring. Overall, including charges incurred through June 30, 2009, we expect to incur total cash and non-cash charges between \$55 million and \$60 million by March 2010. These charges will consist primarily of employee-related costs (approximately \$35 million), facility exit costs (approximately \$20 million), as well as other costs including asset impairment costs (approximately \$2 million).

### *Fiscal 2008 Reorganization*

In June 2007, we announced a plan to reorganize our business into several new divisions including, at the time four new “Labels”: EA SPORTS™, EA Games, EA Casual Entertainment and The Sims in order to streamline decision-making, improve global focus, and speed new ideas to market. In October 2007, our Board of Directors approved a plan of reorganization (“fiscal 2008 reorganization plan”) in connection with the reorganization of our business into four new Labels. During fiscal year 2009, we consolidated and reorganized two of our Labels. As a result, we have three Labels, EA SPORTS, EA Games and EA Play, as well as a new organization, EA Interactive, which reports into our Publishing business. Each Label, as well as EA Interactive, operates with dedicated studio and product marketing teams focused on consumer-driven priorities.

Since the inception of the fiscal 2008 reorganization plan through June 30, 2009, we have incurred charges of \$136 million, of which (1) \$12 million were for employee-related expenses, (2) \$83 million related to the closure of our Chertsey, England and Chicago, Illinois facilities, which included asset impairment and lease termination costs, and (3) \$41 million related to other costs including other contract terminations, as well as IT and consulting costs to assist in the reorganization of our business support functions. The restructuring accrual of \$3 million as of June 30, 2009 related to our fiscal 2008 reorganization is expected to be settled by March 2010. This accrual is included in other accrued expenses presented in Note 9 of the Notes to Condensed Consolidated Financial Statements. In addition, over the next three months, we expect to incur IT and consulting costs in connection with the reorganization of our business support functions.

During the remainder of fiscal year 2010, we anticipate incurring between \$5 million and \$10 million of restructuring charges related to the fiscal 2008 reorganization. Overall, including charges incurred through June 30, 2009, we expect to incur total cash and non-cash charges between \$140 million and \$145 million by March 2010. These charges will consist primarily of employee-related costs (approximately \$12 million), facility exit costs (approximately \$85 million), as well as other reorganization costs including other contract terminations and IT and consulting costs to assist in the reorganization of our business support functions (approximately \$45 million).

### *Other Restructurings*

We also engaged in various other restructurings based on management decisions. From April 1, 2008 through June 30, 2009, \$7 million in cash had been paid out under these restructuring plans. The \$7 million restructuring accrual as of March 31, 2009 was reclassified as of June 30, 2009 to other liabilities on our Condensed Consolidated Balance Sheet.

## **(8) ROYALTIES AND LICENSES**

Our royalty expenses consist of payments to (1) content licensors, (2) independent software developers, and (3) co-publishing and distribution affiliates. License royalties consist of payments made to celebrities, professional sports organizations, movie studios and other organizations for our use of their trademarks, copyrights, personal publicity rights, content and/or other intellectual property. Royalty payments to independent software developers are payments for the development of intellectual property related to our games. Co-publishing and distribution royalties are payments made to third parties for the delivery of product.

## Table of Contents

Royalty-based obligations with content licensors and distribution affiliates are either paid in advance and capitalized as prepaid royalties or are accrued as incurred and subsequently paid. These royalty-based obligations are generally expensed to cost of goods sold generally at the greater of the contractual rate or an effective royalty rate based on the total projected net revenue. Prepayments made to thinly capitalized independent software developers and co-publishing affiliates are generally in connection with the development of a particular product and, therefore, we are generally subject to development risk prior to the release of the product. Accordingly, payments that are due prior to completion of a product are generally expensed to research and development over the development period as the services are incurred. Payments due after completion of the product (primarily royalty-based in nature) are generally expensed as cost of goods sold.

Our contracts with some licensors include minimum guaranteed royalty payments, which are initially recorded as an asset and as a liability at the contractual amount when no performance remains with the licensor. When performance remains with the licensor, we record guarantee payments as an asset when actually paid and as a liability when incurred, rather than recording the asset and liability upon execution of the contract. Royalty liabilities are classified as current liabilities to the extent such royalty obligations are contractually due within the next twelve months. As of June 30, 2009 and March 31, 2009, approximately \$41 million and \$37 million, respectively, of minimum guaranteed royalty obligations had been recognized and are included in the royalty-related assets and liabilities tables below.

Each quarter, we also evaluate the expected future realization of our royalty-based assets, as well as any unrecognized minimum commitments not yet paid to determine amounts we deem unlikely to be realized through product sales. Any impairments or losses determined before the launch of a product are charged to research and development expense. Impairments or losses determined post-launch are charged to cost of goods sold. We evaluate long-lived royalty-based assets for impairment based on the provisions of SFAS No. 144 (i.e., on an undiscounted cash flow basis when impairment indicators exist). Unrecognized minimum royalty-based commitments are accounted for as executory contracts and, therefore, any losses on these commitments are recognized when the underlying intellectual property is abandoned (i.e., cease use) or the contractual rights to use the intellectual property are terminated consistent with the provisions of SFAS No. 146, *Accounting for Costs Associated with Exit or Disposal Activities*. During the three months ended June 30, 2009, we recognized impairment charges of \$1 million. We had no loss or impairment charges during the three months ended June 30, 2008.

The current and long-term portions of prepaid royalties and minimum guaranteed royalty-related assets, included in other current assets and other assets, consisted of (in millions):

	As of June 30, 2009	As of March 31, 2009
Other current assets	\$ 109	\$ 74
Other assets	50	47
Royalty-related assets	<u>\$ 159</u>	<u>\$ 121</u>

At any given time, depending on the timing of our payments to our co-publishing and/or distribution affiliates, content licensors and/or independent software developers, we recognize unpaid royalty amounts owed to these parties as accrued liabilities. The current and long-term portions of accrued royalties, included in accrued and other current liabilities and other liabilities, consisted of (in millions):

	As of June 30, 2009	As of March 31, 2009
Accrued and other current liabilities	\$ 219	\$ 237
Other liabilities	34	29
Royalty-related liabilities	<u>\$ 253</u>	<u>\$ 266</u>

In addition, as of June 30, 2009, we were committed to pay approximately \$1,411 million to content licensors, independent software developers and co-publishing and/or distribution affiliates, but performance remained with the counterparty (i.e., delivery of the product or content or other factors) and such commitments were therefore not recorded in our Condensed Consolidated Financial Statements.

## Table of Contents

### (9) BALANCE SHEET DETAILS

#### *Inventories*

Inventories as of June 30, 2009 and March 31, 2009 consisted of (in millions):

	As of June 30,	As of March 31,
	2009	2009
Raw materials and work in process	\$ 10	\$ 7
In-transit inventory	13	9
Finished goods	192	201
Inventories	<u>\$ 215</u>	<u>\$ 217</u>

#### *Property and Equipment, Net*

Property and equipment, net, as of June 30, 2009 and March 31, 2009 consisted of (in millions):

	As of June 30,	As of March 31,
	2009	2009
Computer equipment and software	\$ 684	\$ 663
Buildings	151	143
Leasehold improvements	121	125
Office equipment, furniture and fixtures	67	63
Land	11	11
Warehouse equipment and other	14	14
Construction in progress	19	16
	1,067	1,035
Less accumulated depreciation	(726)	(681)
Property and equipment, net	<u>\$ 341</u>	<u>\$ 354</u>

Depreciation expense associated with property and equipment amounted to \$32 million and \$31 million for the three months ended June 30, 2009 and 2008, respectively.

#### *Accrued and Other Current Liabilities*

Accrued and other current liabilities as of June 30, 2009 and March 31, 2009 consisted of (in millions):

	As of June 30,	As of March 31,
	2009	2009
Other accrued expenses	\$ 241	\$ 237
Accrued royalties	219	237
Deferred net revenue (other)	103	107
Accrued compensation and benefits	98	142
Accrued and other current liabilities	<u>\$ 661</u>	<u>\$ 723</u>

Deferred net revenue (other) includes the deferral of subscription revenue, deferrals related to our Switzerland distribution business, advertising revenue, licensing arrangements and other revenue for which revenue recognition criteria has not been met.

---

## Table of Contents

### *Deferred Net Revenue (Packaged Goods and Digital Content)*

Deferred net revenue (packaged goods and digital content) was \$433 million as of June 30, 2009 and \$261 million as of March 31, 2009. Deferred net revenue (packaged goods and digital content) includes the deferral of (1) the total net revenue from bundle sales of certain online-enabled packaged goods and digital content for which either we do not have vendor-specific objective evidence of fair value (“VSOE”) for the online service that we provide in connection with the sale of the software or we have an obligation to provide future incremental unspecified digital content, (2) revenue from certain packaged goods sales of massively-multiplayer online role-playing games, and (3) revenue from the sale of certain incremental content associated with our core subscription services that can only be played online, which are types of “micro-transactions.” We recognize revenue from sales of online-enabled packaged goods and digital content for which we do not have VSOE for the online service that we provided in connection with the sale and the obligation we had to deliver incremental unspecified digital content in the future without an additional fee on a straight-line basis over an estimated six month period beginning in the month after shipment. However, we expense the cost of goods sold related to these transactions during the period in which the product is delivered (rather than on a deferred basis).

### **(10) INCOME TAXES**

In accordance with APB No. 28, *Interim Financial Reporting*, as amended, we are required to estimate our annual effective tax rate at the end of each quarterly period. We are also required to record the tax effect of certain discrete items, which are unusual or occur infrequently, in the interim period in which they occur, including changes in judgment about deferred tax valuation allowances. In addition, jurisdictions with a projected loss for the year or a year-to-date loss where no tax benefit can be recognized are excluded from the estimated annual effective tax rate. The impact of such an exclusion could result in a higher or lower effective tax rate during a particular quarter depending on the mix and timing of actual earnings versus annual projections.

We account for income taxes under SFAS No. 109, which requires the recognition of deferred tax assets and liabilities for both the expected impact of differences between the financial statement amount and the tax basis of assets and liabilities, and for the expected future tax benefit to be derived from tax loss and tax credit carry forwards. SFAS No. 109 additionally requires that a valuation allowance must be established against deferred tax assets when, for purposes of SFAS No. 109, it is considered more likely than not that all or a portion of deferred tax assets will not be realized. In making this determination, we are required under SFAS No. 109 to give significant weight to evidence that can be objectively verified. SFAS No. 109 provides that it is difficult to conclude that a valuation allowance is not needed when there is negative evidence such as cumulative losses in recent years. Forecasts of future taxable income are considered to be less objective than past results, particularly in light of the recent deterioration of the economic environment. Therefore, cumulative losses weigh heavily in the overall assessment. Based on the assumptions and requirements noted above, we have recorded a valuation allowance against most of our U.S. deferred tax assets. In addition, we expect to provide a valuation allowance on future U.S. tax benefits until we can sustain a level of profitability or until other significant positive evidence arises that suggest that these benefits are more likely than not to be realized.

In determining the valuation allowance we recorded at June 30, 2009, we did not include as a source of future taxable income the taxable temporary difference related to the accumulated tax depreciation on our headquarters facilities in Redwood City, California. These facilities were subject to leases which expired in July 2009, and had been accounted for as operating leases in accordance with SFAS No. 13, *Accounting for Leases*, as amended. On July 13, 2009, we purchased the facilities concurrent with the expiration and extinguishment of the lessor’s financing agreements. The aggregate purchase price of the facilities was approximately \$247 million. As a result, we will be able to include a significant portion of the related temporary difference as a source of future taxable income in determining our valuation allowance, and therefore anticipate recording a reduction in our valuation allowance of approximately \$35 million to \$40 million in our fiscal quarter ended September 30, 2009.

On May 27, 2009, the U.S. Court of Appeals for the Ninth Circuit overturned a 2005 Tax Court decision in *Xilinx Inc. v. Commissioner* (“Xilinx”). The Court’s decision changes the tax treatment of share-based compensation expenses for the purpose of determining intangible development costs under a company’s research and development cost sharing arrangement. The Court held that related parties to such an arrangement must share stock option costs, notwithstanding the U.S. Tax Court finding that unrelated parties in such an arrangement would not share such costs. The case is subject to further appeal. Nevertheless, as a result of this decision, we have recorded additional reserves for unrecognized tax benefits of approximately \$56 million. These reserves relate primarily to windfall tax benefits recognized for stock-based compensation, and were therefore recorded as reductions in paid-in capital.



---

## Table of Contents

A portion of the additional reserves for unrecognized tax benefits recorded as a result of the Xilinx decision were included as a source of taxable income in determining the valuation allowance we recorded at June 30, 2009. As a result, we recorded a tax benefit of approximately \$11 million in the three months ended June 30, 2009 for the corresponding reduction in the valuation allowance.

The tax benefit reported for the three months ended June 30, 2009 is based on our projected annual effective tax rate for fiscal year 2010, and also includes certain discrete tax charges recorded during the period. Our effective tax rates for the three months ended June 30, 2009 and 2008 were a tax benefit of 9.0 percent and a tax expense of 8.1 percent, respectively. The effective tax rate for the three months ended June 30, 2009 differs from the statutory rate of 35.0 percent primarily due to U.S. losses for which no benefit is recognized, non-U.S. losses with a reduced or zero tax benefit, partially offset by benefits related to the resolution of examinations by taxing authorities and reductions in the valuation allowance on U.S. deferred tax assets. The effective tax rate for the three months ended June 30, 2009 differs from the same periods in fiscal year 2009 primarily due to reduced or zero tax benefit on losses incurred, tax charges incurred in fiscal year 2009 related to our integration of VGH, and tax benefits related to the resolution of tax examinations.

During the three months ended June 30, 2009, we recorded approximately \$21 million of previously unrecognized tax benefits and reduced our accrual for interest and penalties by approximately \$12 million due to the expiration of statutes of limitation in the United Kingdom.

During the three months ended June 30, 2009, we recorded a net increase of \$45 million in gross unrecognized tax benefits. This includes the increase related to the Xilinx case, offset by the reduction in reserves related to the statute expiration in the United Kingdom. The total gross unrecognized tax benefits as of June 30, 2009 is \$323 million, of which approximately \$56 million would be offset by prior cash deposits to tax authorities for issues pending resolution. A portion of our unrecognized tax benefits will affect our effective tax rate if they are recognized upon favorable resolution of the uncertain tax positions. As of June 30, 2009, approximately \$149 million of the unrecognized tax benefits would affect our effective tax rate, approximately \$67 million would result in adjustments to deferred tax assets with corresponding adjustments to the valuation allowance, and approximately \$58 million would increase paid-in capital.

During the three months ended June 30, 2009, we recorded a net increase in tax expense of \$4 million for accrued interest and penalties related to tax positions taken on our tax returns, net of a reduction related to statute expiration in the United Kingdom. As of June 30, 2009, the combined amount of accrued interest and penalties related to uncertain tax positions was approximately \$60 million.

The Internal Revenue Service (“IRS”) has completed its examination of our federal income tax returns through fiscal year 2005. As of June 30, 2009, the IRS had proposed, and we had agreed to, certain adjustments to our tax returns. The effects of these adjustments have been considered in estimating our future obligations for unrecognized tax benefits and are not expected to have a material impact on our financial position or results of operations. As of June 30, 2009, we had not agreed to certain other proposed adjustments for fiscal years 1997 through 2005, and those issues were pending resolution by the Appeals section of the IRS. Furthermore, the IRS has commenced an examination of our fiscal year 2006, 2007 and 2008 tax returns. We are also under income tax examination in Canada for fiscal years 2004 and 2005, in France for fiscal years 2006 through 2008, and in Germany for fiscal years 2004 through 2007. We remain subject to income tax examination in Canada for fiscal years 2000 and after 2001, in France for fiscal years after 2005, in Germany for fiscal years after 2003, in the United Kingdom for fiscal years after 2007, and in Switzerland for fiscal years after 2006.

The timing of the resolution of income tax examinations is highly uncertain, and the amounts ultimately paid, if any, upon resolution of the issues raised by the taxing authorities may differ materially from the amounts accrued for each year. Although potential resolution of uncertain tax positions involve multiple tax periods and jurisdictions, it is reasonably possible that a reduction of up to \$70 million of unrecognized tax benefits may occur within the next 12 months, some of which, depending on the nature of the settlement or expiration of statutes of limitations, may affect our income tax provision and therefore benefit the resulting effective tax rate. The actual amount could vary significantly depending on the ultimate timing and nature of any settlements.

## Table of Contents

### (11) COMMITMENTS AND CONTINGENCIES

#### *Lease Commitments and Residual Value Guarantees*

As of June 30, 2009, we leased certain of our current facilities, furniture and equipment under non-cancelable operating lease agreements. We were required to pay property taxes, insurance and normal maintenance costs for certain of these facilities and any increases over the base year of these expenses on the remainder of our facilities.

In February 1995, we entered into a build-to-suit lease ("Phase One Lease") with a term expiring in January 2039 for our headquarters facilities in Redwood City, California ("Phase One Facilities"). The Phase One Facilities comprise a total of approximately 350,000 square feet and provide space for sales, marketing, administration and research and development functions. The lessor extended its loan financing underlying the Phase One Lease with its lenders on several occasions, whereby the financing was extended through July 2009. Upon the expiration of the lease financing arrangement, the terms of the Phase One Lease provided for our purchase of the Phase One Facilities for a purchase price of \$132 million.

In December 2000, we entered into a second build-to-suit lease ("Phase Two Lease") for a five and one-half year term to expand our Redwood City, California, headquarters facilities and develop adjacent property ("Phase Two Facilities"). Construction of the Phase Two Facilities was completed in June 2002. The Phase Two Facilities comprise a total of approximately 310,000 square feet and provide space for sales, marketing, administration and research and development functions. The lessor extended the lease term and its loan financing underlying the Phase Two Lease with its lenders on several occasions, whereby the financing was extended through July 2009. Upon the expiration of the lease financing arrangement, the terms of the Phase Two Lease provided for our purchase of the Phase Two Facilities for a purchase price of \$115 million.

The two lease agreements described above require us to maintain certain financial covenants. The following table sets forth the financial covenants, all of which we were in compliance with as of June 30, 2009.

<u>Financial Covenants</u>	<u>Requirements for the Quarter Ended June 30, 2009</u>	<u>Actual as of June 30, 2009</u>
Consolidated Net Worth (in millions)	equal to or greater than	\$ 2,430
Fixed Charge Coverage Ratio	equal to or greater than	1.10:1.00
Total Consolidated Debt to Capital	equal to or less than	60%
Quick Ratio	equal to or greater than	3.00:1.00

On July 13, 2009, we purchased the Phase One and Phase Two Facilities concurrent with the expiration and extinguishment of the lessor's financing agreements. The aggregate purchase price of the facilities was approximately \$247 million. We had accounted for the lease arrangements as operating leases in accordance with SFAS No. 13, as amended. Subsequent to our purchase, we will classify the Phase One and Phase Two Facilities on our Condensed Consolidated Balance Sheet as property and equipment, net and will recognize depreciation expense for the property acquired on a straight-line basis over the estimated useful lives, excluding the land acquired.

The following table summarizes our minimum contractual obligations as of June 30, 2009 (in millions):

<u>Fiscal Year Ending March 31,</u>	<u>Leases (a)</u>
2010 (remaining nine months)	\$ 42
2011	41
2012	29
2013	22
2014	16
Thereafter	31
Total	<u>\$ 181</u>

(a) Lease commitments have not been reduced by minimum sub-lease rentals for unutilized office space resulting from our reorganization activities of approximately \$12 million due in the future under noncancelable sub-leases.

The amounts represented in the table above reflect our minimum cash obligations for the respective fiscal years, but do not necessarily represent the periods in which they will be expensed in our Condensed Consolidated Financial Statements.

## Table of Contents

### *Legal proceedings*

We are subject to claims and litigation arising in the ordinary course of business. We do not believe that any liability from any reasonably foreseeable disposition of such claims and litigation, individually or in the aggregate, would have a material adverse effect on our condensed consolidated financial position or results of operations.

### **(12) STOCK-BASED COMPENSATION**

We are required to estimate the fair value of share-based payment awards on the date of grant. We recognize compensation costs for stock-based payment transactions to employees based on their grant-date fair value over the service period for which such awards are expected to vest. The fair value of restricted stock units is determined based on the quoted price of our common stock on the date of grant. The fair value of stock options and stock purchase rights granted pursuant to our equity incentive plans and our 2000 Employee Stock Purchase Plan (“ESPP”), respectively, is determined using the Black-Scholes valuation model. The determination of fair value is affected by our stock price, as well as assumptions regarding subjective and complex variables such as expected employee exercise behavior and our expected stock price volatility over the expected term of the award. Generally, our assumptions are based on historical information and judgment is required to determine if historical trends may be indicators of future outcomes. We estimated the following key assumptions for the Black-Scholes valuation calculation:

- *Risk-free interest rate* . The risk-free interest rate is based on U.S. Treasury yields in effect at the time of grant for the expected term of the option.
- *Expected volatility* . We use a combination of historical stock price volatility and implied volatility computed based on the price of options publicly traded on our common stock for our expected volatility assumption.
- *Expected term* . The expected term represents the weighted-average period the stock options are expected to remain outstanding. The expected term is determined based on historical exercise behavior, post-vesting termination patterns, options outstanding and future expected exercise behavior.
- *Expected dividends* .

The assumptions used in the Black-Scholes valuation model to value our option grants were as follows:

	<b>Stock Option Grants</b>	
	<b>Three Months Ended</b>	
	<b>June 30,</b>	
	<b>2009</b>	<b>2008</b>
Risk-free interest rate	1.8 - 3.0%	3.3 - 3.8%
Expected volatility	43 - 48%	32 - 34%
Weighted-average volatility	46%	33%
Expected term	4.1 years	4.4 years
Expected dividends	None	None

There were no ESPP shares valued or issued during the three months ended June 30, 2009 and 2008.

Employee stock-based compensation expense recognized during the three months ended June 30, 2009 and 2008 was calculated based on awards ultimately expected to vest and has been reduced for estimated forfeitures. In subsequent periods, if actual forfeitures differ from those estimates, an adjustment to stock-based compensation expense will be recognized at that time.

## Table of Contents

The following table summarizes stock-based compensation expense resulting from stock options, restricted stock, restricted stock units and our ESPP included in our Condensed Consolidated Statements of Operations (in millions):

	Three Months Ended June 30,	
	2009	2008
Cost of goods sold	\$ 1	\$ 1
Marketing and sales	3	5
General and administrative	5	10
Research and development	24	34
Stock-based compensation expense	33	50
Benefit from income taxes	—	(9)
Stock-based compensation expense, net of tax	\$ 33	\$ 41

As of June 30, 2009, our total unrecognized compensation cost related to stock options was \$159 million and is expected to be recognized over a weighted-average service period of 2.4 years. As of June 30, 2009, our total unrecognized compensation cost related to restricted stock, restricted stock units and notes payable in shares of common stock (collectively referred to as “restricted stock rights”) was \$284 million and is expected to be recognized over a weighted-average service period of 2.4 years.

The following table summarizes our stock option activity for the three months ended June 30, 2009:

	Options (in thousands)	Weighted- Average Exercise Price	Weighted- Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in millions)
Outstanding as of March 31, 2009	34,360	\$ 42.04		
Granted	2,506	20.76		
Exercised	(191)	14.72		
Forfeited, cancelled or expired	(2,396)	42.53		
Outstanding as of June 30, 2009	34,279	40.60	6.1	\$ 21
Exercisable as of June 30, 2009	22,327	43.85	4.6	\$ 3

The aggregate intrinsic value represents the total pre-tax intrinsic value based on our closing stock price as of June 30, 2009, which would have been received by the option holders had all option holders exercised their options as of that date. The weighted-average grant-date fair value of stock options granted during the three months ended June 30, 2009 and 2008 was \$8.02 and \$15.61, respectively. We issue new common stock from our authorized shares upon the exercise of stock options.

The following table summarizes our restricted stock rights activity, excluding performance-based restricted stock unit grants discussed below, for the three months ended June 30, 2009:

	Restricted Stock Rights (in thousands)	Weighted- Average Grant Date Fair Value
Balance as of March 31, 2009	7,559	\$ 42.76
Granted	1,776	20.76
Vested	(541)	48.27
Forfeited or cancelled	(314)	45.26
Balance as of June 30, 2009	8,480	37.71

The weighted-average grant date fair value of restricted stock rights is based on the quoted market value of our common stock on the date of grant. The weighted-average grant date fair value of restricted stock rights granted during the three months ended June 30, 2009 and 2008 was \$20.76 and \$47.61, respectively.

## Table of Contents

The following table summarizes our performance-based restricted stock unit activity for the three months ended June 30, 2009:

	Performance- Based Restricted	Weighted- Average Grant Date Fair Value
	Stock Units (in thousands)	
Balance as of March 31, 2009	3,008	\$ 47.59
Granted	69	21.04
Vested	—	—
Forfeited or cancelled	(175)	49.55
Balance as of June 30, 2009	<u>2,902</u>	46.84

The weighted-average grant date fair value of performance-based restricted stock units is based on the quoted market value of our common stock on the date of grant. The weighted-average grant date fair value of performance-based restricted stock units granted during the three months ended June 30, 2009 and 2008 was \$21.04 and \$49.60, respectively.

At our Annual Meeting of Stockholders, held on July 29, 2009, our stockholders approved our Employee Stock Option Exchange Program. Our stockholders also approved amendments to the 2000 Equity Incentive Plan (the "Equity Plan") to (a) increase the number of shares authorized for issuance under the Equity Plan by 20.8 million shares and (b) amend the Equity Plan so that each share subject to a full value stock award would reduce the number of shares available for issuance by 1.43 shares, instead of the current multiple of 1.82 shares. Our stockholders also approved an amendment to the ESPP to increase the number of shares authorized under the ESPP by 3 million shares.

### (13) COMPREHENSIVE LOSS

We are required to classify items of other comprehensive income by their nature in a financial statement and display the accumulated balance of other comprehensive income separately from retained earnings and additional paid-in capital in the equity section of a balance sheet. Accumulated other comprehensive income primarily includes foreign currency translation adjustments, and the net-of-tax amounts for unrealized gains (losses) on investments and unrealized gains (losses) on derivative instruments designated as cash flow hedges. Foreign currency translation adjustments are not adjusted for income taxes as they relate to indefinite investments in non-U.S. subsidiaries.

The components of comprehensive loss for the three months ended June 30, 2009 and 2008 are summarized as follows (in millions):

	Three Months Ended June 30,	
	2009	2008
Net loss	<u>\$ (234)</u>	<u>\$ (95)</u>
Other comprehensive income:		
Change in unrealized gains (losses) on investments, net of immaterial taxes	77	(2)
Reclassification adjustment for losses realized on investments, net of immaterial taxes	15	5
Change in unrealized losses on derivative instruments, net of immaterial taxes	(2)	(1)
Reclassification adjustment for (gains) losses on derivative instruments, net of immaterial taxes	(2)	1
Foreign currency translation adjustments	37	—
Total other comprehensive income	<u>125</u>	<u>3</u>
Total comprehensive loss	<u>\$ (109)</u>	<u>\$ (92)</u>

## Table of Contents

### (14) NET LOSS PER SHARE

As a result of our net loss for the three months ended June 30, 2009 and 2008, we have excluded certain stock awards from the diluted loss per share calculation as their inclusion would have had an antidilutive effect. Had we reported net income for these periods, an additional 1 million shares and 7 million shares of common stock would have been included in the number of shares used to calculate diluted earnings per share for the three months ended June 30, 2009 and 2008, respectively.

Options to purchase and restricted stock units to be released in the amount of 38 million shares and 19 million shares of common stock were excluded from the computation of diluted shares for the three months ended June 30, 2009 and 2008, respectively, as their inclusion would have had an antidilutive effect. For the three months ended June 30, 2009 and 2008, the weighted-average exercise price of these shares was \$36.89 and \$53.42 per share, respectively.

### (15) SEGMENT INFORMATION

Our reporting segments are based upon: our internal organizational structure; the manner in which our operations are managed; the criteria used by our Chief Executive Officer, our Chief Operating Decision Maker (“CODM”), to evaluate segment performance; the availability of separate financial information; and overall materiality considerations.

Our business is currently organized around three operating labels, EA Games, EA SPORTS and EA Play, as well as EA Interactive, which reports into our Publishing business. In addition, our CODM regularly receives separate financial information for two distinct businesses within the EA Interactive organization: EA Mobile and Pogo. Accordingly, in assessing performance and allocating resources, our CODM reviews the results of our three Labels, as well as the two operating segments in EA Interactive: EA Mobile and Pogo. Due to their similar economic characteristics, products and distribution methods, EA Games, EA SPORTS, EA Play and Pogo’s results are aggregated into one Reportable Segment (the “Label segment”) as shown below. The remaining operating segment’s results are not material for separate disclosure and are included in the reconciliation of Label segment profit (loss) to consolidated operating loss below. In addition to assessing performance and allocating resources based on our operating segments as described herein, to a lesser degree, our CODM also continues to review results based on geographic performance.

The following table summarizes the financial performance of the Label segment and a reconciliation of the Label segment’s profit (loss) to our consolidated operating loss for the three months ended June 30, 2009 and 2008 (in millions):

	Three Months Ended	
	June 30,	
	2009	2008
Label segment:		
Net revenue	\$ 739	\$ 538
Depreciation and amortization	(15)	(18)
Other expenses	(637)	(580)
Label segment profit (loss)	87	(60)
Reconciliation to consolidated operating loss:		
Other:		
Change in deferred net revenue (packaged goods and digital content)	(172)	195
Other net revenue	77	71
Depreciation and amortization	(32)	(31)
Other expenses	(205)	(272)
Consolidated operating loss	\$ (245)	\$ (97)

Label segment profit (loss) differs from the consolidated operating loss primarily due to the exclusion of (1) certain corporate and other functional costs that are not allocated to the Labels, (2) the deferral of certain net revenue related to online-enabled packaged goods and digital content (see Note 9 of the Notes to Condensed Consolidated Financial Statements), and (3) the results of EA Mobile. Our CODM reviews assets on a consolidated basis and not on a segment basis.

## Table of Contents

Information about our total net revenue by platform for the three months ended June 30, 2009 and 2008 is presented below (in millions):

	Three Months Ended June 30,	
	2009	2008
Consoles		
Wii	\$ 161	\$ 109
PLAYSTATION 3	121	162
Xbox 360	73	134
PlayStation 2	27	96
Total Consoles	382	501
Mobile Platforms		
Wireless	50	44
PSP	38	58
Nintendo DS	28	21
Total Mobile	116	123
PC	124	152
Licensing and Other	22	28
Total Net Revenue	\$ 644	\$ 804

Information about our operations in North America, Europe and Asia for the three months ended June 30, 2009 and 2008 is presented below (in millions):

	North America	Europe	Asia	Total
<u>Three months ended June 30, 2009</u>				
Net revenue from unaffiliated customers	\$ 343	\$ 258	\$43	\$ 644
Long-lived assets	1,150	169	44	1,363
<u>Three months ended June 30, 2008</u>				
Net revenue from unaffiliated customers	\$ 429	\$ 329	\$46	\$ 804
Long-lived assets	1,628	178	28	1,834

Our direct sales to GameStop Corp. and Wal-Mart Stores, Inc. represented approximately 13 percent and 12 percent of total net revenue for the three months ended June 30, 2009, respectively, and approximately 12 percent and 14 percent of total net revenue for the three months ended June 30, 2008, respectively.

### (16) COLLABORATIVE ARRANGEMENTS

On April 1, 2009, we adopted Emerging Issues Task Force (“EITF”) 07-01, *Accounting for Collaborative Arrangements*. EITF 07-01 defines collaborative arrangements and establishes reporting requirements for transactions between participants in a collaborative arrangement and between participants in the arrangement and third parties. The adoption of EITF 07-01 did not have a significant impact on our Condensed Consolidated Financial Statements for the three months ended June 30, 2009 and 2008.

### (17) IMPACT OF RECENTLY ISSUED ACCOUNTING STANDARDS

In June 2009, the FASB issued SFAS No. 167, *Amendments to FASB Interpretation No. 46(R)*. SFAS No. 167 amends the consolidation guidance for variable interest entities under FASB Interpretation No. 46 (revised December 2003), *Consolidation of Variable Interest Entities*, and requires additional disclosures about a company’s involvement in variable interest entities and any significant changes in risk exposure due to that involvement. SFAS No. 167 is effective for fiscal years beginning after November 15, 2009. We do not expect the adoption of SFAS No. 167 to have a material impact on our Condensed Consolidated Financial Statements.

---

## Table of Contents

In June 2009, the FASB issued SFAS No. 168, *The FASB Accounting Standards Codification™ and the Hierarchy of Generally Accepted Accounting Principles*. SFAS No. 168 replaces SFAS No. 162, *The Hierarchy of Generally Accepted Accounting Principles*, and establishes the *FASB Accounting Standards Codification* as the source of authoritative United States generally accepted accounting principles recognized by the FASB to be applied to nongovernmental entities. Rules and interpretive releases of the Securities and Exchange Commission under authority of federal securities laws are also sources of authoritative generally accepted accounting principles for SEC registrants. On the effective date of SFAS No. 168, the Codification will supersede all then-existing non-SEC accounting and reporting standards. SFAS No. 168 is effective for financial statements issued for interim and annual reporting periods ending after September 15, 2009. The adoption of SFAS No.168 will not have an impact on our Condensed Consolidated Financial Statements.

### **(18) SUBSEQUENT EVENTS**

We have evaluated our Condensed Consolidated Financial Statements for subsequent events through the date of this report, which represents the issuance date of this Form 10-Q.



---

## Table of Contents

### REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders  
Electronic Arts Inc.:

We have reviewed the condensed consolidated balance sheet of Electronic Arts Inc. and subsidiaries (the Company) as of July 4, 2009, and the related condensed consolidated statements of operations and cash flows for the three-month periods ended July 4, 2009 and June 28, 2008. These condensed consolidated financial statements are the responsibility of the Company's management.

We conducted our reviews in accordance with the standards of the Public Company Accounting Oversight Board (United States). A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States), the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our reviews, we are not aware of any material modifications that should be made to the condensed consolidated financial statements referred to above for them to be in conformity with U.S. generally accepted accounting principles.

We have previously audited, in accordance with standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheet of Electronic Arts Inc., and subsidiaries as of March 28, 2009, and the related consolidated statements of operations, stockholders' equity and comprehensive loss, and cash flows for the year then ended (not presented herein); and in our report dated May 21, 2009, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated balance sheet as of March 28, 2009, is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

/s/ KPMG LLP

Mountain View, California  
August 10, 2009

---

## Table of Contents

### Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

#### **CAUTIONARY NOTE ABOUT FORWARD-LOOKING STATEMENTS**

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical fact, including statements regarding industry prospects and future results of operations or financial position, made in this Quarterly Report on Form 10-Q are forward looking. We use words such as “anticipate,” “believe,” “expect,” “intend,” “estimate” (and the negative of any of these terms), “future” and similar expressions to help identify forward-looking statements. These forward-looking statements are subject to business and economic risk and reflect management's current expectations, and involve subjects that are inherently uncertain and difficult to predict. Our actual results could differ materially. We will not necessarily update information if any forward-looking statement later turns out to be inaccurate. Risks and uncertainties that may affect our future results include, but are not limited to, those discussed in this report under the heading “Risk Factors” in Part II, Item 1A, as well as in our Annual Report on Form 10-K for the fiscal year ended March 31, 2009 as filed with the Securities and Exchange Commission (“SEC”) on May 22, 2009 and in other documents we have filed with the SEC.

#### **OVERVIEW**

The following overview is a top-level discussion of our operating results, as well as some of the trends and drivers that affect our business. Management believes that an understanding of these trends and drivers is important in order to understand our results for the three months ended June 30, 2009, as well as our future prospects. This summary is not intended to be exhaustive, nor is it intended to be a substitute for the detailed discussion and analysis provided elsewhere in this Form 10-Q, including in the remainder of “Management's Discussion and Analysis of Financial Condition and Results of Operations,” “Risk Factors,” and the Condensed Consolidated Financial Statements and related notes. Additional information can be found in the “Business” section of our Annual Report on Form 10-K for the fiscal year ended March 31, 2009 as filed with the SEC on May 22, 2009 and in other documents we have filed with the SEC.

#### *About Electronic Arts*

We develop, market, publish and distribute video game software and content that can be played by consumers on a variety of platforms, including video game consoles (such as the PLAYSTATION<sup>®</sup> 3, Microsoft Xbox 360<sup>™</sup> and Nintendo Wii<sup>™</sup>), personal computers, handheld game players (such as the PlayStation<sup>®</sup> Portable (“PSP<sup>™</sup>”) and the Nintendo DS<sup>™</sup>) and wireless devices (such as cellular phones and smart phones including the Apple iPhone). Some of our games are based on content that we license from others ( e.g. , Madden NFL Football, Harry Potter<sup>™</sup> and FIFA Soccer), and some of our games are based on our own wholly-owned intellectual property ( e.g. , The Sims<sup>™</sup>, Need for Speed<sup>™</sup>, Dead Space<sup>™</sup> and Pogo<sup>™</sup>). Our goal is to publish titles with global mass-market appeal, which often means translating and localizing them for sale in non-English speaking countries. In addition, we also attempt to create software game “franchises” that allow us to publish new titles on a recurring basis that are based on the same property. Examples of this franchise approach are the annual iterations of our sports-based products ( e.g. , Madden NFL Football, NCAA<sup>®</sup> Football and FIFA Soccer), wholly-owned properties that can be successfully sequenced ( e.g. , The Sims, Need for Speed and Battlefield) and titles based on long-lived literary and/or movie properties ( e.g. , The Godfather<sup>®</sup> and Harry Potter).

#### *Special Note Regarding Deferred Net Revenue*

Many of our software products are developed with the ability to connect to the Internet. Depending on the type of product, this feature permits consumers to play against others via the Internet and/or receive additional updates or content from us. For those games that consumers can play via the Internet, we may provide a “matchmaking” online service which permits consumers to connect with other consumers to play against each other. In those situations where we do not separately sell this online service, we account for the sale of the software product as a “bundle” sale, or multiple element arrangement, in which we sell both the software product and the online service for one combined price. Through fiscal year 2007, for accounting purposes, vendor-specific objective evidence of fair value (“VSOE”) existed for the online service. Accordingly, we allocated the revenue collected from the sale of the software product between the online service offered and the software product and recognized the amounts allocated to each element separately. However, starting in fiscal year 2008, VSOE did not exist for the online service and we began to recognize all of the revenue from the sale of these bundle sales on a deferred basis over an estimated online service period, which we estimate to be six months beginning in the month after shipment.

---

## Table of Contents

In addition, we also provide updates or additional content (“digital content”) for some software products to be delivered via the Internet. For some software products, at the date of sale we had an obligation to make available for download via the Internet incremental unspecified future digital content without an additional fee. In those transactions, we also accounted for the sale of the software product as a bundle sale and recognized the revenue on a deferred basis over the period in which we expect to make available the incremental unspecified digital content.

On a quarterly basis, the deferral amount will vary significantly depending upon the number of titles we release, the timing of their release, sales volume, returns and price protection provided for these online-enabled software products. In addition, we expense the cost of goods sold related to these transactions during the period in which the product is delivered (rather than on a deferred basis), which inherently creates volatility in our reported gross profit percentages.

### *Financial Results*

Total net revenue for the three months ended June 30, 2009 was \$644 million, down \$160 million as compared to the three months ended June 30, 2008. At June 30, 2008, deferred net revenue associated with sales of online-enabled packaged goods and digital content decreased by \$195 million as compared to March 31, 2008, directly increasing the amount of reported net revenue during the three months ended June 30, 2008. At June 30, 2009, deferred net revenue associated with sales of online-enabled packaged goods and digital content increased by \$172 million as compared to March 31, 2009, directly reducing the amount of reported net revenue during the three months ended June 30, 2009. Without these changes in deferred net revenue, reported net revenue increased by approximately \$207 million during the three months ended June 30, 2009 as compared to the three months ended June 30, 2008. Net revenue for the three months ended June 30, 2009, was driven by *EA SPORTS Active*™, *FIFA 09*, and *Need for Speed Undercover*.

Net loss for the three months ended June 30, 2009 was \$234 million as compared to a net loss of \$95 million for the three months ended June 30, 2008. Diluted loss per share for the three months ended June 30, 2009 was \$0.72 as compared to diluted loss per share of \$0.30 for the three months ended June 30, 2008. Net loss increased during the three months ended June 30, 2009 as compared to the three months ended June 30, 2008 primarily as a result of (1) a decrease of \$160 million in net revenue due to an increase in our deferred net revenue, (2) a \$36 million increase in marketing and sales costs, and (3) a \$25 million increase in cost of goods sold. These were partially offset by (1) a decrease of \$44 million in research and development costs and (2) a decrease of \$31 million in our income tax expense.

During the three months ended June 30, 2009, we used \$328 million of cash in operating activities as compared to using \$291 million of cash for the three months ended June 30, 2008. The increase in cash used in operating activities for the three months ended June 30, 2009 as compared to the three months ended June 30, 2008 was primarily due to the timing of the collection of our receivables. We collected a greater amount of our receivables during the three months ended June 30, 2008 as compared to the three months ended June 30, 2009.

### *Trends in Our Business*

*Economic Environment.* As a result of the national and global economic downturn, overall consumer spending has declined. Retailers globally have taken a more conservative stance in ordering game inventory. The decrease in retail orders contributed to the decline in anticipated demand for our products during the 2008 holiday selling season. We remain cautious about our future sales in light of the current economic environment and the impact it has had on our retailers.

*Current Generation Game Consoles.* Video game hardware systems have historically had a life cycle of four to six years, which causes the video game software market to be cyclical as well. The current cycle began with Microsoft’s launch of the Xbox 360 in 2005, and continued in 2006 when Sony and Nintendo launched their next-generation systems, the PLAYSTATION 3 and the Wii, respectively. Unlike past cycles, we believe this current cycle may be extended, partly due to the growth of online services and content, the greater graphic and processing power of the current-generation hardware and the introduction of new peripherals. However, growth in the installed base of the Xbox 360, the PLAYSTATION 3 and the Wii may slow down in light of the current economic environment. Consequently, our industry may experience slower growth than in recent years.

*Online Content and Services.* In addition to selling packaged goods games, we also provide a variety of electronically delivered products and services. Many of our games that are available as packaged goods products are also available by direct electronic download through the Internet (from websites that we maintain and others that we license). We also offer electronically delivered content and services that are add-ons or related to our packaged goods products (e.g., game enhancements or matchmaking services), and other games, content and services that are available only via electronic delivery (such as games for wireless devices, and Internet-only games and game services). Electronically delivered content and services are generally offered to consumers as subscription

---

## Table of Contents

services, electronic downloads for a one-time fee, or on an advertising-supported basis. We have made significant investments in electronically delivered content and services, and we believe that this will become an increasingly important part of our business over time.

*Mobile Platforms* . Advances in mobile technology have resulted in a variety of new and evolving platforms for on-the-go interactive entertainment that appeal to a broad consumer base. Our efforts in mobile interactive entertainment are focused in two areas –packaged goods games for handheld game systems and downloadable games for wireless devices. We expect sales of games for wireless devices to continue to be an important part of our business worldwide.

### ***Recent Developments***

*International Operations and Foreign Currency Exchange Impact* . International sales are a fundamental part of our business. Net revenue from international sales accounted for approximately 47 percent of our total net revenue during both the three months ended June 30, 2009 and June 30, 2008. Our international net revenue was primarily driven by sales in Europe and, to a much lesser extent, in Asia. We believe that in order to succeed internationally, it is important to develop content locally that is specifically directed toward local cultures and customs. Year-over-year, we estimate that foreign exchange rates had an unfavorable impact on our net revenue of approximately \$45 million, or 6 percent, for the three months ended June 30, 2009. During the three months ended June 30, 2009, the U.S. dollar strengthened against most major currencies, including the Euro and the British pound sterling. In addition, our international investments and our cash and cash equivalents denominated in foreign currencies are subject to fluctuations in foreign currency. If the U.S. dollar continues to strengthen against these currencies, then foreign exchange rates may continue to have an unfavorable impact on our results of operations and our financial condition.

*Deferred Income Tax Valuation Allowance* . We account for income taxes under Statement of Financial Accounting Standard (“SFAS”) SFAS No. 109, *Accounting for Income Taxes* , which requires the recognition of deferred tax assets and liabilities for both the expected impact of differences between the financial statements and tax basis of assets and liabilities and for the expected future tax benefit to be derived from tax loss and tax credit carry forwards. SFAS No. 109 additionally requires that a valuation allowance must be established against deferred tax assets when, for purposes of SFAS No. 109, it is considered more likely than not that all or a portion of deferred tax assets will not be realized. In making this determination, we are required under SFAS No. 109 to give significant weight to evidence that can be objectively verified. SFAS No. 109 provides that it is difficult to conclude that a valuation allowance is not needed when there is negative evidence such as cumulative losses in recent years. Forecasts of future taxable income are considered to be less objective than past results, particularly in light of the recent deterioration of the economic environment. Therefore, cumulative losses weigh heavily in the overall assessment. In making our assessment, we are also required to consider the scheduled reversal of existing deferred tax liabilities, carry back of future deductible amounts allowed under current tax law, and tax planning strategies. Based on these requirements, we have recorded a valuation allowance against most of our U.S. deferred tax assets and expect to provide a valuation allowance on future U.S. tax benefits until we can sustain a level of profitability or until other significant positive evidence arises that suggests that these benefits are more likely than not to be realized.

## **CRITICAL ACCOUNTING POLICIES AND ESTIMATES**

Our Condensed Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these Condensed Consolidated Financial Statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, contingent assets and liabilities, and revenue and expenses during the reporting periods. The policies discussed below are considered by management to be critical because they are not only important to the portrayal of our financial condition and results of operations, but also because application and interpretation of these policies requires both management judgment and estimates of matters that are inherently uncertain and unknown. As a result, actual results may differ materially from our estimates.

### ***Revenue Recognition, Sales Returns, Allowances and Bad Debt Reserves***

We derive revenue principally from sales of interactive software games designed for play on video game consoles (such as the PLAYSTATION 3, Xbox 360 and Wii), PCs, handheld game players (such as the PSP and Nintendo DS), and wireless devices (such as cellular phones and smart phones including the Apple iPhone™). We evaluate revenue recognition based on the criteria set forth in

## Table of Contents

Statement of Position (“SOP”) 97-2, *Software Revenue Recognition, as amended by SOP 98-9, Modification of SOP 97-2, Software Revenue Recognition, With Respect to Certain Transactions and Staff Accounting Bulletin (“SAB”) No. 104, Revenue Recognition*. We evaluate and recognize revenue when all four of the following criteria are met:

- *Evidence of an arrangement* . Evidence of an agreement with the customer that reflects the terms and conditions to deliver products that must be present in order to recognize revenue.
- *Delivery* . Delivery is considered to occur when a product is shipped and the risk of loss and rewards of ownership have been transferred to the customer. For online game services, delivery is considered to occur as the service is provided. For digital downloads that do not have an online service component, delivery is considered to occur generally when the download is made available.
- *Fixed or determinable fee* . If a portion of the arrangement fee is not fixed or determinable, we recognize revenue as the amount becomes fixed or determinable.
- *Collection is deemed probable* . We conduct a credit review of each customer involved in a significant transaction to determine the creditworthiness of the customer. Collection is deemed probable if we expect the customer to be able to pay amounts under the arrangement as those amounts become due. If we determine that collection is not probable, we recognize revenue when collection becomes probable (generally upon cash collection).

Determining whether and when some of these criteria have been satisfied often involves assumptions and management judgments that can have a significant impact on the timing and amount of revenue we report in each period. For example, for multiple element arrangements, we must make assumptions and judgments in order to (1) determine whether and when each element has been delivered, (2) determine whether undelivered products or services are essential to the functionality of the delivered products and services, (3) determine whether VSOE exists for each undelivered element, and (4) allocate the total price among the various elements we must deliver. Changes to any of these assumptions or management judgments, or changes to the elements in a software arrangement, could cause a material increase or decrease in the amount of revenue that we report in a particular period. For example, in connection with some of our packaged goods product sales, we offer an online service without an additional fee. Prior to fiscal year 2008, we were able to determine VSOE for the online service to be delivered; therefore, we were able to allocate the total price received from the combined product and online service sale between these two elements and recognize the related revenue separately. However, starting in fiscal year 2008, VSOE no longer existed for the online service to be delivered for certain platforms and all revenue from these transactions is recognized over the estimated online service period. More specifically, starting in fiscal year 2008, we began to recognize the revenue from sales of certain online-enabled packaged goods on a straight-line basis over a six month period beginning in the month after shipment. Accordingly, this relatively small change (from having VSOE for the online service to no longer having VSOE) has had a significant effect on our reported results.

In addition, for some software products we also provide updates or additional content (“digital content”) to be delivered via the Internet that can be used with the original software product. In many cases we separately sell digital content for an additional fee; however some purchased digital content can only be accessed via the Internet ( *i.e.* , the consumer never takes possession of the digital content). We account for online transactions in which the consumer does not take possession of the digital content as a service transaction and, accordingly, we recognize the associated revenue over the estimated service period. In other transactions, at the date we sell the software product we have an obligation to provide incremental unspecified digital content in the future without an additional fee. In these cases, we account for the sale of the software product as a multiple element arrangement and recognize the revenue on a straight-line basis over the estimated life of the game.

Determining whether a transaction constitutes an online service transaction or a digital content download of a product requires judgment and can be difficult. The accounting for these transactions is significantly different. Revenue from product downloads is generally recognized when the download is made available (assuming all other recognition criteria are met). Revenue from an online game service is recognized as the service is rendered. If the service period is not defined, we recognize the revenue over the estimated service period. Determining the estimated service period is inherently subjective and is subject to regular revision based on historical online usage. In addition, determining whether we have an implicit obligation to provide incremental unspecified future digital content without an additional fee can be difficult.

Product revenue, including sales to resellers and distributors (“channel partners”), is recognized when the above criteria are met. We reduce product revenue for estimated future returns, price protection, and other offerings, which may occur with our customers and channel partners. Price protection represents the right to receive a credit allowance in the event we lower our wholesale price on a particular product. The amount of the price protection is generally the difference between the old price and the new price. In certain

---

## Table of Contents

countries, we have stock-balancing programs for our PC and video game system software products, which allow for the exchange of these software products by resellers under certain circumstances. It is our general practice to exchange software products or give credits rather than to give cash refunds.

In certain countries, from time to time, we decide to provide price protection for our software products. When evaluating the adequacy of sales returns and price protection allowances, we analyze historical returns, current sell-through of distributor and retailer inventory of our software products, current trends in retail and the video game segment, changes in customer demand and acceptance of our software products, and other related factors. In addition, we monitor the volume of sales to our channel partners and their inventories, as substantial overstocking in the distribution channel could result in high returns or higher price protection costs in subsequent periods.

In the future, actual returns and price protections may materially exceed our estimates as unsold software products in the distribution channels are exposed to rapid changes in consumer preferences, market conditions or technological obsolescence due to new platforms, product updates or competing software products. For example, the risk of product returns and/or price protection for our software products may continue to increase as the PlayStation 2 console moves through its lifecycle. While we believe we can make reliable estimates regarding these matters, these estimates are inherently subjective. Accordingly, if our estimates changed, our returns and price protection reserves would change, which would impact the total net revenue we report. For example, if actual returns and/or price protection were significantly greater than the reserves we have established, our actual results would decrease our reported total net revenue. Conversely, if actual returns and/or price protection were significantly less than our reserves, this would increase our reported total net revenue. In addition, if our estimates of returns and price protection related to online-enabled packaged goods software products change, the amount of net deferred revenue we recognize in the future would change.

Significant management judgment is required to estimate our allowance for doubtful accounts in any accounting period. We determine our allowance for doubtful accounts by evaluating customer creditworthiness in the context of current economic trends and historical experience. Depending upon the overall economic climate and the financial condition of our customers, the amount and timing of our bad debt expense and cash collection could change significantly.

### *Fair Value Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States often requires us to determine the fair value of a particular item in order to fairly present our financial statements. Without an independent market or another representative transaction, determining the fair value of a particular item requires us to make several assumptions that are inherently difficult to predict and can have a material impact on the conclusion on the appropriate accounting.

There are various valuation techniques used to estimate fair value. These include (1) the market approach where market transactions for identical or comparable assets or liabilities are used to determine the fair value, (2) the income approach, which uses valuation techniques to convert future amounts (for example, future cash flows or future earnings) to a single present value amount, and (3) the cost approach, which is based on the amount that would be required to replace an asset. For many of our fair value estimates, including our estimates of the fair value of acquired intangible assets and acquired in-process technology, we use the income approach. Using the income approach requires the use of financial models, which require us to make various estimates including, but not limited to (1) the potential future cash flows for the asset or liability being measured, (2) the timing of receipt or payment of those future cash flows, (3) the time value of money associated with the delayed receipt or payment of such cash flows, and (4) the inherent risk associated with the cash flows (risk premium). Making these cash flow estimates are inherently difficult and subjective, and, if any of the estimates used to determine the fair value using the income approach turns out to be inaccurate, our financial results may be negatively impacted. Furthermore, relatively small changes in many of these estimates can have a significant impact to the estimated fair value resulting from the financial models or the related accounting conclusion reached. For example, a relatively small change in the estimated fair value of an asset may change a conclusion as to whether an asset is impaired.

While we are required to make certain fair value assessments associated with the accounting for several types of transactions, the following areas are the most sensitive to the assessments:

*Business Combinations* . We must estimate the fair value of assets acquired, liabilities and contingencies assumed, acquired in-process technology, and contingent consideration in a business combination. Our assessment of the estimated fair value of each of these can have a material effect on our reported results as intangible assets and acquired in-process technology are amortized over various estimated useful lives. Furthermore, a change in the estimated fair value of an asset or liability often has a direct impact on the

---

## Table of Contents

amount to recognize as goodwill, an asset that is not amortized. Determining the fair value of acquired assets requires an assessment of the highest and best use or the expected price to sell the asset and the related expected future cash flows. Determining the fair value of acquired in-process technology also requires an assessment of our expectations related to the use of that asset. Determining the fair value of an assumed liability requires an assessment of the expected cost to transfer the liability. Such estimates are inherently difficult and subjective and can have a material impact on our financial statements.

*Assessment of Impairment of Goodwill and Other Long-Lived Assets.* Current accounting standards require that we assess the recoverability of purchased intangible assets and other long-lived assets at least annually or whenever events or changes in circumstances indicate the remaining value of the assets recorded on our Condensed Consolidated Balance Sheets is potentially impaired. In order to determine if a potential impairment has occurred, management must make various assumptions about the estimated fair value of the asset by evaluating future business prospects and estimated cash flows. For some assets, our estimated fair value is dependent upon predicting which of our products will be successful. This success is dependent upon several factors, which are beyond our control, such as which operating platforms will be successful in the marketplace. Also, our revenue and earnings are dependent on our ability to meet our product release schedules.

SFAS No. 142, *Goodwill and Other Intangible Assets*, requires a two-step approach to testing goodwill for impairment for each reporting unit annually, or whenever events or changes in circumstances indicate the fair value of a reporting unit is below its carrying amount. Our reporting units are determined by the components of our operating segments that constitute a business for which both (1) discrete financial information is available and (2) segment management regularly reviews the operating results of that component. SFAS No. 142 requires that the impairment test be performed at least annually by applying a fair-value-based test. The first step measures for impairment by applying fair-value-based tests at the reporting unit level. The second step (if necessary) measures the amount of impairment by applying fair-value-based tests to the individual assets and liabilities within each reporting unit.

To determine the fair values of the reporting units used in the first step, we use a combination of the market approach, which utilizes comparable companies' data, and/or the income approach, or discounted cash flows. Each step requires us to make judgments and involves the use of significant estimates and assumptions. These estimates and assumptions include long-term growth rates and operating margins used to calculate projected future cash flows, risk-adjusted discount rates based on our weighted average cost of capital, future economic and market conditions and determination of appropriate market comparables. These estimates and assumptions have to be made for each reporting unit evaluated for impairment. Our estimates for market growth, our market share and costs are based on historical data, various internal estimates and certain external sources, and are based on assumptions that are consistent with the plans and estimates we are using to manage the underlying business. Our business consists of developing, marketing and distributing video game software using both established and emerging intellectual properties and our forecasts for emerging intellectual properties are based upon internal estimates and external sources rather than historical information and have an inherently higher risk of accuracy. If future forecasts are revised, they may indicate or require future impairment charges. We base our fair value estimates on assumptions we believe to be reasonable but that are unpredictable and inherently uncertain. Actual future results may differ from those estimates.

*Assessment of Impairment of Short-Term Investments, Marketable Equity Securities and Other Investments.* We periodically review our short-term investments, marketable equity securities and other investments for impairment. Our short-term investments consist of securities with remaining maturities greater than three months at the time of purchase and our marketable equity securities consist of investments in common stock of publicly traded companies, both are accounted for as available-for-sale under the provisions of SFAS No.115, *Accounting for Certain Investments in Debt and Equity Securities*, as amended. Unrealized gains and losses on our short-term investments and marketable equity securities are recorded to other comprehensive income, net of tax, until either (1) the security is sold or (2) we determine that the decline in the fair value of a security to a level below its cost basis is other-than-temporary. Determining whether the decline in fair value is other-than-temporary requires management judgment based on the specific facts and circumstances of each security. The ultimate value realized on these securities is subject to market price volatility until they are sold. We consider various factors in determining whether we should recognize an impairment charge, including the duration that the fair value has been less than the cost basis, severity of the impairment, reason for the decline in value and potential recovery period, the financial condition and near-term prospects of the investees, and our intent and ability to hold the investment for a period of time sufficient to allow for any anticipated recovery in market value. During the three months ended June 30, 2009 and 2008, we recognized impairment charges of \$16 million and \$5 million, respectively, on our marketable equity securities. Our ongoing consideration of these factors could result in additional impairment charges in the future, which could have a material impact on our financial results.

---

## Table of Contents

Our other investments consist principally of non-voting preferred shares in two companies whose common stock is publicly traded and are accounted for under the cost method as prescribed by Accounting Principles Board (“APB”) No. 18, *The Equity Method of Accounting for Investments in Common Stock*, as amended. We monitor these investments for impairment and make appropriate reductions in the carrying values if we determine that an impairment charge is required, based primarily on the financial condition and near-term prospects of the investees. We had no impairment charges during the three months ended June 30, 2009. During the three months ended June 30, 2008, we recognized an impairment charge of \$1 million on our other investments.

*Assessment of Inventory Obsolescence.* We regularly review inventory quantities on-hand and in the retail channel. We write down inventory based on excess or obsolete inventories determined primarily by future anticipated demand for our products. Inventory write-downs are measured as the difference between the cost of the inventory and market value, based upon assumptions about future demand that are inherently difficult to assess. At the point of a loss recognition, a new, lower cost basis for that inventory is established, and subsequent changes in facts and circumstances do not result in the restoration or increase in that newly established cost basis.

### ***Stock-Based Compensation***

We are required to estimate the fair value of share-based payment awards on the date of grant. The estimated fair value of stock options and stock purchase rights granted pursuant to our employee stock purchase plan is determined using the Black-Scholes valuation model, which requires us to make certain assumptions about the future. Determining the estimated fair value is affected by our stock price, as well as assumptions regarding subjective and complex variables such as expected employee exercise behavior and our expected stock price volatility over the term of the award. We estimated the following key assumptions for the Black-Scholes valuation calculation:

- *Risk-free interest rate* . The risk-free interest rate is based on U.S. Treasury yields in effect at the time of grant for the expected term of the option.
- *Expected volatility* . We use a combination of historical stock price volatility and implied volatility computed based on the price of options publicly traded on our common stock for our expected volatility assumption.
- *Expected term* . The expected term represents the weighted-average period the stock options are expected to remain outstanding. The expected term is determined based on historical exercise behavior, post-vesting termination patterns, options outstanding and future expected exercise behavior.
- *Expected dividends* .

Changes to our underlying stock price, our assumptions used in the Black-Scholes option valuation calculation and our forfeiture rate, which is based on historical data, as well as future equity granted or assumed through acquisitions could significantly impact compensation expense to be recognized in future periods.

### ***Royalties and Licenses***

Our royalty expenses consist of payments to (1) content licensors, (2) independent software developers, and (3) co-publishing and distribution affiliates. License royalties consist of payments made to celebrities, professional sports organizations, movie studios and other organizations for our use of their trademarks, copyrights, personal publicity rights, content and/or other intellectual property. Royalty payments to independent software developers are payments for the development of intellectual property related to our games. Co-publishing and distribution royalties are payments made to third parties for the delivery of product.

Royalty-based obligations with content licensors and distribution affiliates are either paid in advance and capitalized as prepaid royalties or are accrued as incurred and subsequently paid. These royalty-based obligations are generally expensed to cost of goods sold generally at the greater of the contractual rate or an effective royalty rate based on the total projected net revenue. Significant judgment is required to estimate the effective royalty rate for a particular contract. Because the computation of effective royalty rates requires us to project future revenue, it is inherently subjective as our future revenue projections must anticipate a number of factors, including (1) the total number of titles subject to the contract, (2) the timing of the release of these titles, (3) the number of software units we expect to sell, which can be impacted by a number of variables, including product quality, the timing of the title’s release and competition, and (4) future pricing. Determining the effective royalty rate for our titles is particularly challenging due to the inherent difficulty in predicting the popularity of entertainment products. Accordingly, if our



---

## Table of Contents

future revenue projections change, our effective royalty rates would change, which could impact the amount and timing of royalty expense we recognize.

Prepayments made to thinly capitalized independent software developers and co-publishing affiliates are generally made in connection with the development of a particular product and, therefore, we are generally subject to development risk prior to the release of the product. Accordingly, payments that are due prior to completion of a product are generally expensed to research and development over the development period as the services are incurred. Payments due after completion of the product (primarily royalty-based in nature) are generally expensed as cost of goods sold.

Our contracts with some licensors include minimum guaranteed royalty payments, which are initially recorded as an asset and as a liability at the contractual amount when no performance remains with the licensor. When performance remains with the licensor, we record guarantee payments as an asset when actually paid and as a liability when incurred, rather than recording the asset and liability upon execution of the contract. These obligations are classified as current liabilities to the extent such royalty payments are contractually due within the next twelve months. As of June 30, 2009 and March 31, 2009, approximately \$41 million and \$37 million, respectively, of minimum guaranteed royalty obligations had been recognized.

Each quarter, we also evaluate the expected future realization of our royalty-based assets, as well as any unrecognized minimum commitments not yet paid to determine amounts we deem unlikely to be realized through product sales. Any impairments or losses determined before the launch of a product are charged to research and development expense. Impairments or losses determined post-launch are charged to cost of goods sold. We evaluate long-lived royalty-based assets for impairment based on the provisions of SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*, (i.e., on an undiscounted cash flow basis when impairment indicators exist). Unrecognized minimum royalty-based commitments are accounted for as executory contracts and, therefore, any losses on these commitments are recognized when the underlying intellectual property is abandoned (i.e., cease use) or the contractual rights to use the intellectual property are terminated consistent with the provisions of SFAS No. 146, *Accounting for Costs Associated with Exit or Disposal Activities*. During the three months ended June 30, 2009, we recognized impairment charges of \$1 million. We had no loss or impairment charges during the three months ended June 30, 2008.

### **Income Taxes**

We account for income taxes under SFAS No. 109, which requires the recognition of deferred tax assets and liabilities for both the expected impact of differences between the financial statement amount and the tax basis of assets and liabilities, and for the expected future tax benefit to be derived from tax loss and tax credit carry forwards. SFAS No. 109 additionally requires that a valuation allowance must be established against deferred tax assets when, for purposes of SFAS No. 109, it is considered more likely than not that all or a portion of deferred tax assets will not be realized. In making this determination, we are required under SFAS No. 109 to give significant weight to evidence that can be objectively verified. SFAS No. 109 provides that it is difficult to conclude that a valuation allowance is not needed when there is negative evidence such as cumulative losses in recent years. Forecasts of future taxable income are considered to be less objective than past results, particularly in light of the recent deterioration of the economic environment. Therefore, cumulative losses weigh heavily in the overall assessment.

In addition to considering forecasts of future taxable income, we are also required to evaluate and quantify other possible sources of taxable income in order to assess the realization of our deferred tax assets, namely the reversal of existing deferred tax liabilities, the carry back of losses and credits as allowed under current tax law, and the implementation of tax planning strategies. Evaluating and quantifying these amounts involves significant judgments. Each source of income must be evaluated based on all positive and negative evidence, and involve assumptions about future activity. SFAS No. 109 provides that certain taxable temporary differences that are not expected to reverse during the carry forward periods permitted by tax law cannot be considered as a source of future taxable income that may be available to realize the benefit of deferred tax assets. For example, when determining the valuation allowance we recorded at June 30, 2009, we did not include as a source of future taxable income the taxable temporary difference related to the accumulated tax depreciation on our headquarters facilities in Redwood City, California. These facilities were subject to leases which expired in July 2009, and had been accounted for as operating leases in accordance with SFAS No. 13, *Accounting for Leases*, as amended. On July 13, 2009, we purchased the facilities concurrent with the expiration and extinguishment of the lessor's financing agreements. The aggregate purchase price of the facilities was approximately \$247 million. As a result, we will be able to include a significant portion of the related temporary differences as a source of future taxable income in determining our valuation allowance, and therefore anticipate recording a reduction in our valuation allowance of approximately \$35 million to \$40 million in our fiscal quarter ended September 30, 2009.

---

## Table of Contents

Based on the assumptions and requirements noted above, we have recorded a valuation allowance against most of our U.S. deferred tax assets. In addition, we expect to provide a valuation allowance on future U.S. tax benefits until we can sustain a level of profitability or until other significant positive evidence arises that suggest that these benefits are more likely than not to be realized.

In the ordinary course of our business, there are many transactions and calculations where the tax law and ultimate tax determination is uncertain. As part of the process of preparing our Consolidated Financial Statements, we are required to estimate our income taxes in each of the jurisdictions in which we operate prior to the completion and filing of tax returns for such periods. This process requires estimating both our geographic mix of income and our uncertain tax positions in each jurisdiction where we operate. These estimates involve complex issues and require us to make judgments about the likely application of the tax law to our situation, as well as with respect to other matters, such as anticipating the positions that we will take on tax returns prior to our actually preparing the returns and the outcomes of disputes with tax authorities. The ultimate resolution of these issues may take extended periods of time due to examinations by tax authorities and statutes of limitations. In addition, changes in our business, including acquisitions, changes in our international corporate structure, changes in the geographic location of business functions or assets, changes in the geographic mix and amount of income, as well as changes in our agreements with tax authorities, valuation allowances, applicable accounting rules, applicable tax laws and regulations, rulings and interpretations thereof, developments in tax audit and other matters, and variations in the estimated and actual level of annual pre-tax income can affect the overall effective income tax rate.

We historically have considered undistributed earnings of our foreign subsidiaries to be indefinitely reinvested outside of the United States and, accordingly, no U.S. taxes have been provided thereon. We currently intend to continue to indefinitely reinvest the undistributed earnings of our foreign subsidiaries outside of the United States.

## **RESULTS OF OPERATIONS**

Our fiscal year is reported on a 52 or 53-week period that ends on the Saturday nearest March 31. Our results of operations for the fiscal years ending or ended, as the case may be, March 31, 2010 and 2009 contain 53 and 52 weeks, respectively, and end on April 3, 2010 and March 28, 2009, respectively. Our results of operations for the three months ended June 30, 2009 and 2008 contain 14 and 13 weeks, respectively, and ended on July 4, 2009 and June 28, 2008, respectively. For simplicity of disclosure, all fiscal periods are referred to as ending on a calendar month end.

### **Net Revenue**

Net revenue consists of sales generated from (1) video games sold as packaged goods and designed for play on hardware consoles (such as the PLAYSTATION 3, Xbox 360 and Wii), PCs and handheld game players (such as the Sony PSP and Nintendo DS), (2) video games for wireless devices (such as cellular phones and smart phones including the Apple iPhone), (3) interactive online-enabled packaged goods, digital content, and online services associated with these games, (4) services in connection with some of our online games, (5) programming third-party web sites with our game content, (6) allowing other companies to manufacture and sell our products in conjunction with other products, and (7) advertisements on our online web pages and in our games.

During three months ended June 30, 2009 and 2008, we recognized total net revenue of \$644 million and \$804 million, respectively. Our total net revenue during the three months ended June 30, 2009 and 2008 includes \$212 million and \$309 million, respectively, recognized from sales of certain online-enabled packaged goods and digital content for which we were not able to objectively determine the fair value (as defined by U.S. Generally Accepted Accounting Principles for software sales) of the online service that we provided in connection with the sale and the obligation we had to deliver incremental unspecified digital content in the future without an additional fee. When we refer to deferral of net revenue in this "Net Revenue" section, we mean the deferral of (1) the total net revenue from bundle sales of certain online-enabled packaged goods and PC digital downloads for which either we do not have VSOE for the online service that we provide in connection with the sale of the software or we have an obligation to provide future incremental unspecified digital content, (2) revenue from certain packaged goods sales of massively-multiplayer online role-playing games, and (3) revenue from the sale of certain incremental content associated with our core subscription services that can only be played online, which are types of "micro-transactions." During the three months ended June 30, 2009, we deferred the recognition of \$172 million of net revenue, which decreased our reported net revenue, as compared to the recognition of \$195 million of deferred net revenue, which increased our reported net revenue for the three months ended June 30, 2008.

## Table of Contents

From a geographical perspective, our total net revenue for the three months ended June 30, 2009 and 2008 was as follows (in millions):

	Three Months Ended June 30,				Decrease	% Change
	2009		2008			
North America	\$ 343	53%	\$ 429	53%	\$ (86)	(20%)
Europe	258	40%	329	41%	(71)	(22%)
Asia	43	7%	46	6%	(3)	(7%)
International	301	47%	375	47%	(74)	(20%)
Total Net Revenue	\$ 644	100%	\$ 804	100%	\$ (160)	(20%)

The overall change in deferred net revenue for the three months ended June 30, 2009 and 2008 was as follows (in millions):

	Three Months Ended June 30,		Decrease
	2009	2008	
PC	\$ (131)	\$ 28	\$ (159)
Xbox 360	(63)	—	(63)
Wii	(23)	19	(42)
PlayStation 2	7	39	(32)
PSP	16	31	(15)
PLAYSTATION 3	22	78	(56)
Total Impact on Net Revenue	\$ (172)	\$ 195	\$ (367)

### North America

For the three months ended June 30, 2009, net revenue in North America was \$343 million, driven by *EA SPORTS Active*, *Madden NFL 09*, and Club Pogo subscription revenue. Net revenue for the three months ended June 30, 2009 decreased 20 percent, or \$86 million, as compared to the three months ended June 30, 2008. From an operational perspective, the decrease in net revenue was driven by (1) a \$42 million decrease in net revenue from sales of titles for the PlayStation 2, (2) a \$39 million decrease in net revenue from sales of titles for the Xbox 360, and (3) a \$28 million decrease in net revenue from sales of titles for the PLAYSTATION 3. These decreases were partially offset by an increase of \$22 million in net revenue from sales of titles for the Wii.

The deferral of net revenue decreased our reported net revenue by \$106 million during the three months ended June 30, 2009 as compared to an increase in our reported net revenue of \$89 million for the three months ended June 30, 2008.

We expect net revenue for North America to decrease during fiscal year 2010 as compared to fiscal year 2009 due to an expected increase in deferred net revenue related to our online-enabled packaged goods and digital content.

The change in deferred net revenue for the three months ended June 30, 2009 and 2008 for North America was as follows (in millions):

	Three Months Ended June 30,		Decrease
	2009	2008	
PC	\$ (54)	\$ 7	\$ (61)
Xbox 360	(48)	—	(48)
Wii	(13)	13	(26)
PLAYSTATION 3	(2)	29	(31)
PSP	5	16	(11)
PlayStation 2	6	24	(18)
Total Impact on Net Revenue	\$ (106)	\$ 89	\$ (195)

## Table of Contents

### Europe

For the three months ended June 30, 2009, net revenue in Europe was \$258 million, driven by *FIFA 09*, *Need for Speed Undercover*, and *EA SPORTS Active*. Net revenue for the three months ended June 30, 2009 decreased 22 percent, or \$71 million, as compared to the three months ended June 30, 2008. From an operational perspective the decrease in net revenue was driven by (1) a \$25 million decrease in net revenue from sales of titles for the PlayStation 2, (2) a \$24 million decrease in net revenue from sales of titles for the PC, and (3) a \$20 million decrease in net revenue from sales of titles for the Xbox 360.

The deferral of net revenue decreased our reported net revenue by \$61 million during the three months ended June 30, 2009 as compared to an increase in our reported net revenue of \$95 million for the three months ended June 30, 2008.

We estimate that foreign exchange rates (primarily the British pound sterling) decreased reported net revenue, including the foreign exchange impact from deferred net revenue, by approximately \$37 million, or 11 percent, for the three months ended June 30, 2009 as compared to the three months ended June 30, 2008. Excluding the effect of foreign exchange rates from net revenue, we estimate that net revenue decreased by approximately \$34 million, or 11 percent, for the three months ended June 30, 2009 as compared to the three months ended June 30, 2008.

We expect net revenue for Europe to decrease during fiscal year 2010 as compared to fiscal year 2009 due to an expected increase in deferred net revenue related to our online-enabled packaged goods and digital content.

The change in deferred net revenue for the three months ended June 30, 2009 and 2008 for Europe was as follows (in millions):

	Three Months Ended June 30,		Decrease
	2009	2008	
PC	\$ (72)	\$ 19	\$ (91)
Xbox 360	(13)	—	(13)
Wii	(8)	5	(13)
PlayStation 2	1	13	(12)
PSP	10	14	(4)
PLAYSTATION 3	21	44	(23)
Total Impact on Net Revenue	\$ (61)	\$ 95	\$ (156)

### Asia

For the three months ended June 30, 2009, net revenue in Asia was \$43 million, driven by *Need for Speed Undercover*, *FIFA 09*, and *EA SPORTS Active*. Net revenue for the three months ended June 30, 2009 decreased 7 percent, or \$3 million, as compared to the three months ended June 30, 2008. From an operational perspective, the decrease in net revenue was driven primarily by a \$3 million decrease in net revenue from sales of titles for the PC.

The deferral of net revenue decreased our reported net revenue by \$5 million during the three months ended June 30, 2009 as compared to an increase in our reported net revenue of \$11 million for the three months ended June 30, 2008.

We estimate that foreign exchange rates (particularly the Australian dollar) decreased reported net revenue, including the foreign exchange impact from deferred net revenue, by approximately \$8 million, or 17 percent, for the three months ended June 30, 2009 as compared to the three months ended June 30, 2008. Excluding the effect of foreign exchange rates from net revenue, we estimate that net revenue increased by approximately \$5 million, or 10 percent, for the three months ended June 30, 2009 as compared to the three months ended June 30, 2008.

We expect net revenue for Asia to increase during fiscal year 2010 as compared to fiscal year 2009 due to increased sales, partially off-set by an expected increase in deferred net revenue related to our online-enabled packaged goods and digital content.

## Table of Contents

The change in deferred net revenue for the three months ended June 30, 2009 and 2008 for Asia was as follows (in millions):

	Three Months Ended June 30,		Decrease
	2009	2008	
PC	\$ (5)	\$ 2	\$ (7)
Wii	(2)	1	(3)
Xbox 360	(2)	—	(2)
PlayStation 2	—	2	(2)
PSP	1	1	—
PLAYSTATION 3	3	5	(2)
Total Impact on Net Revenue	<u>\$ (5)</u>	<u>\$ 11</u>	<u>\$ (16)</u>

### Cost of Goods Sold

Cost of goods sold for our packaged-goods business consists of (1) product costs, (2) certain royalty expenses for celebrities, professional sports and other organizations and independent software developers, (3) manufacturing royalties, net of volume discounts and other vendor reimbursements, (4) expenses for defective products, (5) write-offs of post-launch prepaid royalty costs, (6) amortization of certain intangible assets, (7) personnel-related costs, and (8) distribution costs. We generally recognize volume discounts when they are earned from the manufacturer (typically in connection with the achievement of unit-based milestones), whereas other vendor reimbursements are generally recognized as the related revenue is recognized. Cost of goods sold for our online products consists primarily of data center and bandwidth costs associated with hosting our web sites, credit card fees and royalties for use of third-party properties. Cost of goods sold for our web site advertising business primarily consists of server costs.

Cost of goods sold for the three months ended June 30, 2009 and 2008 were as follows (in millions):

June 30, 2009	% of Net Revenue	June 30, 2008	% of Net Revenue	% Change	Change as a % of Net Revenue
\$321	49.8%	\$296	36.8%	8.4%	13.0%

During the three months ended June 30, 2009, cost of goods sold increased by 13.0 percent as a percentage of total net revenue as compared to the three months ended June 30, 2008. This increase was primarily due to \$367 million unfavorable change in deferred net revenue related to certain online-enabled packaged goods and digital content. The overall increase in cost of goods sold as a percentage of net revenue was partially mitigated by a greater percentage of net revenue from EA studio products, which have a higher margin than our co-publishing and distribution products, which positively impacted cost of goods sold as a percent of total net revenue by approximately 9 percent.

Although there can be no assurance, and our actual results could differ materially, in the short term we expect our gross margin as a percentage of total net revenue to continue to increase during fiscal year 2010 as compared to fiscal year 2009 due to anticipated margin improvements, partially off-set by an expected increase in deferred net revenue related to our online-enabled packaged goods and digital content. We expense the cost of goods sold related to these transactions during the period in which the product is delivered (rather than on a deferred basis).

### Marketing and Sales

Marketing and sales expenses consist of personnel-related costs, related overhead costs and advertising, marketing and promotional expenses, net of qualified advertising cost reimbursements from third parties.

Marketing and sales expenses for the three months ended June 30, 2009 and 2008 were as follows (in millions):

June 30, 2009	% of Net Revenue	June 30, 2008	% of Net Revenue	\$ Change	% Change
\$164	25%	\$128	16%	\$36	28%

## Table of Contents

The increase in marketing and sales expenses as a percentage of net revenue was primarily due to the increase in deferred net revenue related to online-enabled packaged goods and digital content during the three months ended June 30, 2009.

Marketing and sales expenses increased by \$36 million, or 28 percent, during the three months ended June 30, 2009, as compared to the three months ended June 30, 2008. The increase was primarily due to an increase of \$47 million in marketing, advertising and promotional expenses primarily to support our launch of new franchises and incremental spending on established franchises. This increase was partially offset by a \$14 million decrease in personnel-related costs primarily resulting from a decrease in incentive-based compensation expense and headcount.

We expect marketing and sales expenses to remain flat during fiscal year 2010 as compared to fiscal year 2009.

### General and Administrative

General and administrative expenses consist of personnel and related expenses of executive and administrative staff, related overhead costs, fees for professional services such as legal and accounting, and allowances for doubtful accounts.

General and administrative expenses for the three months ended June 30, 2009 and 2008 were as follows (in millions):

<u>June 30,</u> <u>2009</u>	<u>% of Net</u> <u>Revenue</u>	<u>June 30,</u> <u>2008</u>	<u>% of Net</u> <u>Revenue</u>	<u>\$ Change</u>	<u>% Change</u>
\$66	10%	\$84	10%	\$(18)	(21%)

General and administrative expenses decreased by \$18 million, or 21 percent, during the three months ended June 30, 2009, as compared to the three months ended June 30, 2008. This decrease was primarily due to a \$17 million decrease in personnel-related costs primarily resulting from a decrease in incentive-based and stock-based compensation expenses.

We expect general and administrative expenses to remain flat during fiscal year 2010 as compared to fiscal year 2009.

### Research and Development

Research and development expenses consist of expenses incurred by our production studios for personnel-related costs, related overhead costs, contracted services, depreciation and any impairment of prepaid royalties for pre-launch products. Research and development expenses for our online business include expenses incurred by our studios consisting of direct development and related overhead costs in connection with the development and production of our online games. Research and development expenses also include expenses associated with the development of web site content, software licenses and maintenance, network infrastructure and management overhead.

Research and development expenses for the three months ended June 30, 2009 and 2008 were as follows (in millions):

<u>June 30,</u> <u>2009</u>	<u>% of Net</u> <u>Revenue</u>	<u>June 30,</u> <u>2008</u>	<u>% of Net</u> <u>Revenue</u>	<u>\$ Change</u>	<u>% Change</u>
\$312	48%	\$356	44%	\$(44)	(12%)

The increase in research and development expenses as a percentage of net revenue was primarily due to the increase in deferred net revenue related to online-enabled packaged goods and digital content during the three months ended June 30, 2009.

Research and development expenses decreased by \$44 million, or 12 percent, during the three months ended June 30, 2009, as compared to the three months ended June 30, 2008. The decrease was primarily due to (1) a decrease of \$17 million in additional personnel-related costs primarily resulting from a decrease in headcount, (2) a decrease of \$16 million in incentive-based compensation expense, and (3) a decrease of \$10 million in stock-based compensation expense.

We continue to expect research and development expenses to decrease in absolute dollars during fiscal year 2010 as compared to fiscal year 2009 primarily due to a decrease in personnel-related costs.

## Table of Contents

### **Amortization of Intangibles**

Amortization of intangibles for the three months ended June 30, 2009 and 2008 was as follows (in millions):

<u>June 30, 2009</u>	<u>% of Net Revenue</u>	<u>June 30, 2008</u>	<u>% of Net Revenue</u>	<u>\$ Change</u>	<u>% Change</u>
\$12	2%	\$15	2%	\$(3)	(20%)

Amortization of intangibles decreased by \$3 million, or 20 percent, during the three months ended June 30, 2009 as compared to the three months ended June 30, 2008, primarily due to a change in the estimated useful lives of certain intangibles.

### **Restructuring Charges**

Restructuring charges for the three months ended June 30, 2009 and 2008 were as follows (in millions):

<u>June 30, 2009</u>	<u>% of Net Revenue</u>	<u>June 30, 2008</u>	<u>% of Net Revenue</u>	<u>\$ Change</u>	<u>% Change</u>
\$14	2%	\$20	2%	\$(6)	(30%)

#### *Fiscal 2009 Restructuring*

During the three months ended June 30, 2009, we incurred \$9 million of restructuring charges, primarily for facilities-related expenses. Including charges incurred through June 30, 2009, we expect to incur cash and non-cash charges between \$55 million and \$60 million by March 2010. These charges will consist primarily of employee-related costs (approximately \$35 million), facility exit costs (approximately \$20 million), as well as other costs including asset impairment costs (approximately \$2 million). We did not incur any charges during the three months ended June 30, 2008 related to this plan.

#### *Fiscal 2008 Reorganization*

During the three months ended June 30, 2009, we incurred \$5 million of charges associated with our fiscal 2008 reorganization, of which \$3 million was for facilities-related expenses and \$2 million related to other expenses, including contracted services costs to assist in the reorganization of our business support functions. During the three months ended June 30, 2008, we incurred \$20 million of reorganization charges, of which \$16 million was for a facility-related impairment charge.

### **Losses on Strategic Investments**

Losses on strategic investments for the three months ended June 30, 2009 and 2008 were as follows (in millions):

<u>June 30, 2009</u>	<u>% of Net Revenue</u>	<u>June 30, 2008</u>	<u>% of Net Revenue</u>	<u>\$ Change</u>	<u>% Change</u>
\$(16)	(2%)	\$(6)	(1%)	\$(10)	167%

During the three months ended June 30, 2009, losses on strategic investments increased by \$10 million, or 167 percent, as compared to the three months ended June 30, 2008. We recognized a \$16 million impairment charge on our investment in The9 during the three months ended June 30, 2009. During the three months ended June 30, 2008, we recognized a \$6 million impairment charge on our investments in Neowiz's common and preferred shares.

### **Interest and Other Income, Net**

Interest and other income, net, for the three months ended June 30, 2009 and 2008 were as follows (in millions):

<u>June 30, 2009</u>	<u>% of Net Revenue</u>	<u>June 30, 2008</u>	<u>% of Net Revenue</u>	<u>\$ Change</u>	<u>% Change</u>
\$3	—	\$15	2%	\$(12)	(80%)

## Table of Contents

During the three months ended June 30, 2009, interest and other income, net, decreased by \$12 million, or 80 percent, as compared to the three months ended June 30, 2008, primarily due to a decrease in interest income resulting from lower yields on our cash, cash equivalents and short-term investments balances.

### Income Taxes

Income tax expense (benefit) for the three months ended June 30, 2009 and 2008 were as follows (in millions):

<u>June 30,</u> <u>2009</u>	<u>Effective</u> <u>Tax Rate</u>	<u>June 30,</u> <u>2008</u>	<u>Effective</u> <u>Tax Rate</u>	<u>% Change</u>
\$(24)	9.0%	\$7	(8.1%)	(443%)

The tax benefit reported for the three months ended June 30, 2009 is based on our projected annual effective tax rate for fiscal 2010, and also includes certain discrete tax charges recorded during the period. Our effective tax rates for the three months ended June 30, 2009 and 2008 were a tax benefit of 9.0 percent and a tax expense of 8.1 percent respectively. The effective tax rate for the three months ended June 30, 2009 differs from the statutory rate of 35.0 percent primarily due to U.S. losses for which no benefit is recognized, non-U.S. losses with a reduced or zero tax benefit, partially offset by benefits related to the resolution of examinations by taxing authorities and reductions in the valuation allowance on U.S. deferred tax assets. The effective tax rate for the three months ended June 30, 2009 differs from the same periods in fiscal 2009 primarily due to reduced or zero tax benefit on losses incurred, tax charges related to our integration of VGH, and tax benefits related to the resolution of tax examinations.

Our effective income tax rates for fiscal year 2010 and future periods will depend on a variety of factors, including changes in the deferred tax valuation allowance, as well as changes in our business such as acquisitions and intercompany transactions, changes in our international structure, changes in the geographic location of business functions or assets, changes in the geographic mix of income, changes in or termination of our agreements with tax authorities, applicable accounting rules, applicable tax laws and regulations, rulings and interpretations thereof, developments in tax audit and other matters, and variations in our annual pre-tax income or loss. We incur certain tax expenses that do not decline proportionately with declines in our pre-tax consolidated income or loss. As a result, in absolute dollar terms, our tax expense will have a greater influence on our effective tax rate at lower levels of pre-tax income or loss than at higher levels. In addition, at lower levels of pre-tax income or loss, our effective tax rate will be more volatile.

SFAS No. 109 provides that certain taxable temporary differences that are not expected to reverse during the carry forward periods permitted by tax law cannot be considered as a source of future taxable income that may be available to realize the benefit of deferred tax assets. For example, when determining the valuation allowance we recorded at June 30, 2009, we did not include as a source of future taxable income the taxable temporary difference related to the accumulated tax depreciation on our headquarters facilities in Redwood City, California. These facilities were subject to leases which expired in July 2009, and had been accounted for as operating leases in accordance with SFAS No. 13, *Accounting for Leases*, as amended. On July 13, 2009, we purchased the facilities concurrent with the expiration and extinguishment of the lessor's financing agreements. The aggregate purchase price of the facilities was approximately \$247 million. As a result, we will be able to include a significant portion of the related temporary difference as a source of future taxable income in determining our valuation allowance, and therefore anticipate recording a reduction in our valuation allowance of approximately \$35 million to \$40 million in our fiscal quarter ended September 30, 2009.

We historically have considered undistributed earnings of our foreign subsidiaries to be indefinitely reinvested outside of the United States and, accordingly, no U.S. taxes have been provided thereon. We currently intend to continue to indefinitely reinvest the undistributed earnings of our foreign subsidiaries outside of the United States.

### **Impact of Recently Issued Accounting Standards**

In June 2009, the FASB issued SFAS No. 167, *Amendments to FASB Interpretation No. 46(R)*. SFAS No. 167 amends the consolidation guidance for variable interest entities under FASB Interpretation No. 46 (revised December 2003), *Consolidation of Variable Interest Entities*, and requires additional disclosures about a company's involvement in variable interest entities and any significant changes in risk exposure due to that involvement. SFAS No. 167 is effective for fiscal years beginning after November 15, 2009. We do not expect the adoption of SFAS No. 167 to have a material impact on our Condensed Consolidated Financial Statements.



## Table of Contents

In June 2009, the FASB issued SFAS No. 168, *The FASB Accounting Standards Codification™ and the Hierarchy of Generally Accepted Accounting Principles*. SFAS No. 168 replaces SFAS No. 162, *The Hierarchy of Generally Accepted Accounting Principles*, and establishes the *FASB Accounting Standards Codification* as the source of authoritative United States generally accepted accounting principles recognized by the FASB to be applied to nongovernmental entities. Rules and interpretive releases of the Securities and Exchange Commission under authority of federal securities laws are also sources of authoritative generally accepted accounting principles for SEC registrants. On the effective date of SFAS No. 168, the Codification will supersede all then-existing non-SEC accounting and reporting standards. SFAS No. 168 is effective for financial statements issued for interim and annual reporting periods ending after September 15, 2009. The adoption of SFAS No.168 will not have an impact on our Condensed Consolidated Financial Statements.

### **LIQUIDITY AND CAPITAL RESOURCES**

(In millions)	As of June 30, 2009	As of March 31, 2009	Increase / (Decrease)
Cash and cash equivalents	\$ 1,205	\$ 1,621	\$ (416)
Short-term investments	634	534	100
Marketable equity securities	440	365	75
Total	<u>\$ 2,279</u>	<u>\$ 2,520</u>	<u>\$ (241)</u>
Percentage of total assets	48%	54%	

(In millions)	Three Months Ended June 30,		Increase / (Decrease)
	2009	2008	
Cash used in operating activities	\$ (328)	\$ (291)	\$ (37)
Cash used in investing activities	(112)	(96)	(16)
Cash provided by financing activities	3	34	(31)
Effect of foreign exchange on cash and cash equivalents	21	(1)	22
Net decrease in cash and cash equivalents	<u>\$ (416)</u>	<u>\$ (354)</u>	<u>\$ (62)</u>

#### ***Changes in Cash Flow***

During the three months ended June 30, 2009, we used \$328 million of cash in operating activities as compared to using \$291 million of cash for the three months ended June 30, 2008. The increase in cash used in operating activities for the three months ended June 30, 2009 as compared to the three months ended June 30, 2008 was primarily due to the timing of the collection of our receivables. We collected a greater amount of our receivables during the three months ended June 30, 2008 as compared to the three months ended June 30, 2009.

For the three months ended June 30, 2009, we generated \$168 million of cash proceeds from maturities and sales of short-term investments. Our primary use of cash in non-operating activities consisted of \$269 million used to purchase short-term investments.

#### ***Short-term investments and marketable equity securities***

Due to our mix of fixed and variable rate securities, our short-term investment portfolio is susceptible to changes in short-term interest rates. As of June 30, 2009, our short-term investments had gross unrealized gains of \$4 million, or 1 percent of the total in short-term investments, and gross unrealized losses of less than \$1 million, or less than 1 percent of the total in short-term investments. From time to time, we may liquidate some or all of our short-term investments to fund operational needs or other activities, such as capital expenditures, business acquisitions or stock repurchase programs. Depending on which short-term investments we liquidate to fund these activities, we could recognize a portion, or all, of the gross unrealized gains or losses.

---

## Table of Contents

The fair value of our marketable equity securities increased to \$440 million as of June 30, 2009, from \$365 million as of March 31, 2009. This increase was primarily due to unrealized gains of \$91 million in the fair value of our investments. This increase was offset by an impairment charge of \$16 million recognized on our common stock investment in The9.

### *Receivables, net*

Our gross accounts receivable balances were \$565 million and \$333 million as of June 30, 2009 and March 31, 2009, respectively. The increase in our accounts receivable balance was primarily due to higher sales volumes in the first quarter of fiscal year 2010 as compared to the fourth quarter of fiscal year 2009. We expect our accounts receivable balance to increase during the three months ending September 30, 2009 based on our seasonal product release schedule. Reserves for sales returns, pricing allowances and doubtful accounts decreased in absolute dollars from \$217 million as of March 31, 2009 to \$190 million as of June 30, 2009. As a percentage of trailing nine month net revenue, reserves were 6 percent as of June 30, 2009 and March 31, 2009. We believe these reserves are adequate based on historical experience and our current estimate of potential returns, pricing allowances and doubtful accounts.

### *Inventories*

Inventories remained relatively flat at \$215 million as of June 30, 2009 as compared to \$217 million as of March 31, 2009.

### *Other current assets and other assets*

Other current assets increased to \$251 million as of June 30, 2009, from \$216 million as of March 31, 2009, while other assets increased to \$116 million as of June 30, 2009 from \$115 million as of March 31, 2009. Other current assets and other assets combined, increased by \$36 million primarily due to an increase in prepaid royalties of \$40 million.

### *Accounts payable*

Accounts payable increased to \$166 million as of June 30, 2009, from \$152 million as of March 31, 2009, primarily due to higher inventory purchases during the first quarter of fiscal year 2010 as compared to the fourth quarter of fiscal year 2009 as a result of an increase in the number of titles released in the first quarter for fiscal year 2010.

### *Accrued and other current liabilities*

Our accrued and other current liabilities decreased to \$661 million as of June 30, 2009 from \$723 million as of March 31, 2009. The \$62 million decrease was primarily due to (1) a \$50 million decrease in accrued incentive-based compensation and (2) a decrease of \$22 million in royalties payable directly associated with the decrease in our co-publishing and distribution revenue. These decreases were partially offset by a \$12 million increase in accrued value-added taxes.

### *Deferred income taxes, net*

Our net deferred income tax asset position increased by \$13 million as of June 30, 2009 as compared to March 31, 2009, primarily due to a decrease in the valuation allowance on domestic deferred tax assets.

### *Financial Condition*

We believe that cash, cash equivalents, short-term investments, marketable equity securities, cash generated from operations and available financing facilities will be sufficient to meet our operating requirements for at least the next twelve months, including working capital requirements, capital expenditures and, potentially, future acquisitions or strategic investments. We may choose at any time to raise additional capital to strengthen our financial position, facilitate expansion, pursue strategic acquisitions and investments or to take advantage of business opportunities as they arise. There can be no assurance, however, that such additional capital will be available to us on favorable terms, if at all, or that it will not result in substantial dilution to our existing stockholders.

The loan financing arrangements supporting our Redwood City headquarters leases, described in the "Off-Balance Sheet Commitments" section below, expired in July 2009. On July 13, 2009, we purchased the facilities concurrent with the expiration and extinguishment of the lessor's financing agreements. The aggregate purchase price of the facilities was approximately \$247 million, which reflected the amount financed under the leases.

---

## Table of Contents

As of June 30, 2009, approximately \$909 million of our cash, cash equivalents, short-term investments and marketable equity securities that was generated from operations was domiciled in foreign tax jurisdictions. While we have no plans to repatriate these funds to the United States in the short term, if we choose to do so, we would be required to accrue and pay additional taxes on any portion of the repatriation where no United States income tax had been previously provided.

We have a “shelf” registration statement on Form S-3 on file with the SEC. This shelf registration statement, which includes a base prospectus, allows us at any time to offer any combination of securities described in the prospectus in one or more offerings. Unless otherwise specified in a prospectus supplement accompanying the base prospectus, we would use the net proceeds from the sale of any securities offered pursuant to the shelf registration statement for general corporate purposes, including for working capital, financing capital expenditures, research and development, marketing and distribution efforts and, if opportunities arise, for acquisitions or strategic alliances. Pending such uses, we may invest the net proceeds in interest-bearing securities. In addition, we may conduct concurrent or other financings at any time.

Our ability to maintain sufficient liquidity could be affected by various risks and uncertainties including, but not limited to, those related to customer demand and acceptance of our products on new platforms and new versions of our products on existing platforms, our ability to collect our accounts receivable as they become due, successfully achieving our product release schedules and attaining our forecasted sales objectives, the impact of acquisitions and other strategic transactions in which we may engage, the impact of competition, economic conditions in the United States and abroad, the seasonal and cyclical nature of our business and operating results, risks of product returns and the other risks described in the “Risk Factors” section, included in Part II, Item 1A of this report.

### Contractual Obligations and Commercial Commitments

#### *Development, Celebrity, League and Content Licenses: Payments and Commitments*

The products we produce in our studios are designed and created by our employee designers, artists, software programmers and by non-employee software developers (“independent artists” or “third-party developers”). We typically advance development funds to the independent artists and third-party developers during development of our games, usually in installment payments made upon the completion of specified development milestones. Contractually, these payments are generally considered advances against subsequent royalties on the sales of the products. These terms are set forth in written agreements entered into with the independent artists and third-party developers.

In addition, we have certain celebrity, league and content license contracts that contain minimum guarantee payments and marketing commitments that may not be dependent on any deliverables. Celebrities and organizations with whom we have contracts include: FIFA, FIFPRO Foundation, and FAPL (Football Association Premier League Limited) (professional soccer); NASCAR (stock car racing); National Basketball Association (professional basketball); PGA TOUR and Tiger Woods (professional golf); National Hockey League and NHL Players’ Association (professional hockey); Warner Bros. (Harry Potter); Red Bear Inc. (John Madden); National Football League Properties and PLAYERS Inc. (professional football); Collegiate Licensing Company (collegiate football and basketball); Viacom Consumer Products (The Godfather); ESPN (content in EA SPORTS games); Twentieth Century Fox Licensing and Merchandising (The Simpsons), Hasbro, Inc. (a wide array of Hasbro intellectual properties), and the Estate of Robert Ludlum (Robert Ludlum novels and films). These developer and content license commitments represent the sum of (1) the cash payments due under non-royalty-bearing licenses and services agreements, and (2) the minimum guaranteed payments and advances against royalties due under royalty-bearing licenses and services agreements, the majority of which are conditional upon performance by the counterparty. These minimum guarantee payments and any related marketing commitments are included in the table below.

## Table of Contents

The following table summarizes our minimum contractual obligations and commercial commitments as of June 30, 2009, and the effect we expect them to have on our liquidity and cash flow in future periods (in millions):

Fiscal Year Ending March 31,	Contractual Obligations			Commercial Commitments	
	Leases (a)	Developer/ Licensor Commitments (b)	Marketing	Letter of Credit, Bank and Other Guarantees	Total
2010 (remaining nine months)	\$ 42	\$ 192	\$ 72	\$ 2	\$ 308
2011	41	279	69	—	389
2012	29	194	42	—	265
2013	22	152	42	—	216
2014	16	13	24	—	53
Thereafter	31	622	131	—	784
<b>Total</b>	<b>\$ 181</b>	<b>\$ 1,452</b>	<b>\$ 380</b>	<b>\$ 2</b>	<b>\$2,015</b>

(a) See discussion on operating leases in the “Off-Balance Sheet Commitments” section below for additional information. Lease commitments have not been reduced by minimum sub-lease rentals for unutilized office space resulting from our reorganization activities of approximately \$12 million due in the future under noncancelable sub-leases.

(b) Developer/licensor commitments include \$41 million of commitments to developers or licensors that have been recorded in current and long-term liabilities and a corresponding amount in current and long-term assets in our Condensed Consolidated Balance Sheet as of June 30, 2009 because payment is not contingent upon performance by the developer or licensor.

The amounts represented in the table above reflect our minimum cash obligations for the respective fiscal years, but do not necessarily represent the periods in which they will be expensed in our Condensed Consolidated Financial Statements.

In addition to what is included in the table above, as of June 30, 2009, we had a liability for unrecognized tax benefits and an accrual for the payment of related interest totaling \$373 million, of which approximately \$56 million is offset by prior cash deposits to tax authorities for issues pending resolution. For the remaining liability, we are unable to make a reasonably reliable estimate of when cash settlement with a taxing authority will occur.

## OFF-BALANCE SHEET COMMITMENTS

### *Lease Commitments and Residual Value Guarantees*

As of June 30, 2009, we leased certain of our current facilities, furniture and equipment under non-cancelable operating lease agreements. We were required to pay property taxes, insurance and normal maintenance costs for certain of these facilities and any increases over the base year of these expenses on the remainder of our facilities.

In February 1995, we entered into a build-to-suit lease (“Phase One Lease”) with a term expiring in January 2039 for our headquarters facilities in Redwood City, California (“Phase One Facilities”). The Phase One Facilities comprise a total of approximately 350,000 square feet and provide space for sales, marketing, administration and research and development functions. The lessor extended its loan financing underlying the Phase One Lease with its lenders on several occasions, whereby the financing was extended through July 2009. Upon the expiration of the lease financing arrangement, the terms of the Phase One Lease provided for our purchase of the Phase One Facilities for a purchase price of \$132 million.

In December 2000, we entered into a second build-to-suit lease (“Phase Two Lease”) for a five and one-half year term to expand our Redwood City, California, headquarters facilities and develop adjacent property (“Phase Two Facilities”). Construction of the Phase Two Facilities was completed in June 2002. The Phase Two Facilities comprise a total of approximately 310,000 square feet and provide space for sales, marketing, administration and research and development functions. The lessor extended the lease term and its loan financing underlying the Phase Two Lease with its lenders on several occasions, whereby the financing was extended through July 2009. Upon the expiration of the lease financing arrangement, the terms of the Phase Two Lease provided for our purchase of the Phase Two Facilities for a purchase price of \$115 million.

The two lease agreements described above require us to maintain certain financial covenants. The following table sets forth the financial covenants, all of which we were in compliance with as of June 30, 2009.

## Table of Contents

<u>Financial Covenants</u>		<u>Requirements for the Quarter Ended June 30, 2009</u>	<u>Actual as of June 30, 2009</u>
Consolidated Net Worth (in millions)	equal to or greater than	\$ 2,430	\$ 3,001
Fixed Charge Coverage Ratio	equal to or greater than	1.10:1.00	2.71:1.00
Total Consolidated Debt to Capital	equal to or less than	60%	7.6%
Quick Ratio	equal to or greater than	3.00:1.00	8.97:1.00

On July 13, 2009, we purchased the Phase One and Phase Two Facilities concurrent with the expiration and extinguishment of the lessor's financing agreements. The aggregate purchase price of the facilities was approximately \$247 million. We had accounted for the lease arrangements as operating leases in accordance with SFAS No. 13, as amended. Subsequent to our purchase, we will classify the Phase One and Phase Two Facilities on our Condensed Consolidated Balance Sheet as property and equipment, net and will recognize depreciation expense for the property acquired on a straight-line basis over the estimated useful lives, excluding the land acquired.

### *Director Indemnity Agreements*

We entered into indemnification agreements with each of the members of our Board of Directors at the time they joined the Board to indemnify them to the extent permitted by law against any and all liabilities, costs, expenses, amounts paid in settlement and damages incurred by the directors as a result of any lawsuit, or any judicial, administrative or investigative proceeding in which the directors are sued or charged as a result of their service as members of our Board of Directors.

---

## Table of Contents

### Item 3. Quantitative and Qualitative Disclosures About Market Risk

#### **MARKET RISK**

We are exposed to various market risks, including changes in foreign currency exchange rates, interest rates and market prices, which have experienced significant volatility in light of the global economic downturn. Market risk is the potential loss arising from changes in market rates and market prices. We employ established policies and practices to manage these risks. Foreign currency option and forward contracts are used to hedge anticipated exposures or mitigate some existing exposures subject to foreign exchange risk as discussed below. While we do not hedge our short-term investment portfolio, we protect our short-term investment portfolio against different market risks, including interest rate risk as discussed below. Our cash and cash equivalents portfolio consists of highly liquid investments with insignificant interest rate risk and original or remaining maturities of three months or less at the time of purchase. We also do not currently hedge our market price risk relating to our marketable equity securities and we do not enter into derivatives or other financial instruments for trading or speculative purposes.

#### ***Foreign Currency Exchange Rate Risk***

*Cash Flow Hedging Activities* . From time to time, we hedge a portion of our foreign currency risk related to forecasted foreign-currency-denominated sales and expense transactions by purchasing foreign currency option contracts that generally have maturities of 15 months or less. These transactions are designated and qualify as cash flow hedges. The derivative assets associated with our hedging activities are recorded at fair value in other current assets in our Condensed Consolidated Balance Sheets. The effective portion of gains or losses resulting from changes in fair value of these hedges is initially reported, net of tax, as a component of accumulated other comprehensive income in stockholders' equity and subsequently reclassified into net revenue or research and development expenses, as appropriate in the period when the forecasted transaction is recorded. The ineffective portion of gains or losses resulting from changes in fair value, if any, is reported in each period in interest and other income, net, in our Condensed Consolidated Statements of Operations. Our hedging programs are designed to reduce, but do not entirely eliminate the impact of currency exchange rate movements in net revenue and research and development expenses. As of June 30, 2009, we had foreign currency option contracts to purchase approximately \$9 million in foreign currency and to sell approximately \$152 million of foreign currencies. As of June 30, 2009, these foreign currency option contracts outstanding had a total fair value of \$1 million, included in other current assets. As of March 31, 2009, we had foreign currency option contracts to purchase approximately \$19 million in foreign currency and to sell approximately \$65 million of foreign currencies. As of March 31, 2009, these foreign currency option contracts outstanding had a total fair value of \$2 million, included in other current assets.

*Balance Sheet Hedging Activities* . We use foreign currency forward contracts to mitigate foreign currency risk associated with foreign-currency-denominated assets and liabilities, primarily intercompany receivables and payables. The forward contracts generally have a contractual term of three months or less and are transacted near month-end. Our foreign currency forward

---

## Table of Contents

contracts are not designated as hedging instruments under SFAS No. 133, *Accounting for Derivative Instruments and Hedging Activities*, and are accounted for as derivatives whereby the fair value of the contracts is reported as other current assets or other current liabilities in our Condensed Consolidated Balance Sheets, and gains and losses from changes in fair value are reported in interest and other income, net. The gains and losses on these forward contracts generally offset the gains and losses on the underlying foreign-currency-denominated assets and liabilities, which are also reported in interest and other income, net, in our Condensed Consolidated Statements of Operations. In certain cases, the amount of such gains and losses will significantly differ from the amount of gains and losses recognized on the underlying foreign-currency-denominated asset or liability, in which case our results will be impacted. As of June 30, 2009, we had foreign currency forward contracts to purchase and sell approximately \$211 million in foreign currencies. Of this amount, \$186 million represented contracts to sell foreign currencies in exchange for U.S. dollars, \$22 million to purchase foreign currencies in exchange for U.S. dollars and \$3 million to sell foreign currencies in exchange for British pounds sterling. As of March 31, 2009, we had foreign currency forward contracts to purchase and sell approximately \$63 million in foreign currencies. Of this amount, \$53 million represented contracts to sell foreign currencies in exchange for U.S. dollars, \$7 million to purchase foreign currencies in exchange for U.S. dollars and \$3 million to sell foreign currencies in exchange for British pounds sterling. The fair value of our foreign currency forward contracts was immaterial as of June 30, 2009 and March 31, 2009.

The counterparties to these forward and option contracts are creditworthy multinational commercial banks. While we believe the risk of counterparty nonperformance is not material, the disruption in the global financial markets has impacted some of the financial institutions with which we do business. A sustained decline in the financial stability of financial institutions as a result of the disruption in the financial markets could affect our ability to secure credit-worthy counterparties for our foreign currency hedging programs.

Notwithstanding our efforts to mitigate some foreign currency exchange rate risks, there can be no assurance that our hedging activities will adequately protect us against the risks associated with foreign currency fluctuations. As of June 30, 2009, a hypothetical adverse foreign currency exchange rate movement of 10 percent or 15 percent would have resulted in a potential loss in fair value of our foreign currency option contracts used in cash flow hedging of \$1 million in both scenarios. A hypothetical adverse foreign currency exchange rate movement of 10 percent or 15 percent would have resulted in potential losses on our foreign currency forward contracts used in balance sheet hedging of \$21 million and \$31 million, respectively, as of June 30, 2009. This sensitivity analysis assumes a parallel adverse shift of all foreign currency exchange rates against the U.S. dollar; however, all foreign currency exchange rates do not always move in such manner and actual results may differ materially.

### ***Interest Rate Risk***

Our exposure to market risk for changes in interest rates relates primarily to our short-term investment portfolio. We manage our interest rate risk by maintaining an investment portfolio generally consisting of debt instruments of high credit quality and relatively short maturities. However, because short-term investments mature relatively quickly and are required to be reinvested at the then current market rates, interest income on a portfolio consisting of short-term investments is more subject to market fluctuations than a portfolio of longer term investments. Additionally, the contractual terms of the investments do not permit the issuer to call, prepay or otherwise settle the investments at prices less than the stated par value. Our investments are held for purposes other than trading. Also, we do not use derivative financial instruments in our short-term investment portfolio.

## Table of Contents

As of June 30, 2009 and March 31, 2009, our short-term investments were classified as available-for-sale and, consequently, recorded at fair market value with unrealized gains or losses resulting from changes in fair value reported as a separate component of accumulated other comprehensive income, net of any tax effects, in stockholders' equity. Our portfolio of short-term investments consisted of the following investment categories, summarized by fair value as of June 30, 2009 and March 31, 2009 (in millions):

	As of June 30, 2009	As of March 31, 2009
U.S. Treasury securities	\$ 202	\$ 200
U.S. Corporate bonds	180	131
U.S. agency securities	154	109
Commercial paper	91	79
Asset-backed securities	7	15
Total short-term investments	<u>\$ 634</u>	<u>\$ 534</u>

Notwithstanding our efforts to manage interest rate risks, there can be no assurance that we will be adequately protected against risks associated with interest rate fluctuations. At any time, a sharp change in interest rates could have a significant impact on the fair value of our investment portfolio. The following table presents the hypothetical changes in fair value in our short-term investment portfolio as of June 30, 2009, arising from potential changes in interest rates. The modeling technique estimates the change in fair value from immediate hypothetical parallel shifts in the yield curve of plus or minus 50 basis points ("BPS"), 100 BPS, and 150 BPS.

(In millions)	Valuation of Securities Given an Interest Rate Decrease of X Basis Points			Fair Value as of June 30, 2009	Valuation of Securities Given an Interest Rate Increase of X Basis Points		
	(150 BPS)	(100 BPS)	(50 BPS)		50 BPS	100 BPS	150 BPS
U.S. Treasury securities	\$ 206	\$ 205	\$ 203	\$ 202	\$ 200	\$ 198	\$ 197
Corporate bonds	184	182	181	180	179	177	176
U.S. agency securities	157	156	155	154	153	153	152
Commercial paper	91	91	91	91	91	91	91
Asset-backed securities	8	8	8	7	7	7	7
Total short-term investments	<u>\$ 646</u>	<u>\$ 642</u>	<u>\$ 638</u>	<u>\$ 634</u>	<u>\$ 630</u>	<u>\$ 626</u>	<u>\$ 623</u>

### Market Price Risk

The value of our marketable equity securities in publicly traded companies is subject to market price volatility and foreign currency risk for investments denominated in foreign currencies. As of June 30, 2009 and March 31, 2009, our marketable equity securities were classified as available-for-sale and, consequently, were recorded in our Condensed Consolidated Balance Sheets at fair market value with unrealized gains or losses reported as a separate component of accumulated other comprehensive income, net of any tax effects, in stockholders' equity. The fair value of our marketable equity securities was \$440 million and \$365 million as of June 30, 2009 and March 31, 2009, respectively. In the three months ended June 30, 2009 and 2008, we recognized other-than-temporary impairment losses on our marketable equity securities of \$16 million and \$5 million, respectively.

Our marketable equity securities have been and may continue to be adversely impacted by volatility in the public stock markets. At any time, a sharp change in market prices in our investments in marketable equity securities could have a significant impact on the fair value of our investments. The following table presents hypothetical changes in the fair value of our marketable equity securities as of June 30, 2009, arising from changes in market prices plus or minus 25 percent, 50 percent and 75 percent.

(In millions)	Valuation of Securities Given an X Percentage Decrease in Each Stock's Market Price			Fair Value as of June 30, 2009	Valuation of Securities Given an X Percentage Increase in Each Stock's Market Price		
	(75%)	(50%)	(25%)		25%	50%	75%
Marketable equity securities	\$ 110	\$ 220	\$ 330	\$ 440	\$ 550	\$ 660	\$ 770



---

## Table of Contents

### Item 4. Controls and Procedures

#### *Definition and limitations of disclosure controls*

Our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) are controls and other procedures that are designed to ensure that information required to be disclosed in our reports filed under the Exchange Act, such as this report, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures are also designed to ensure that such information is accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. Our management evaluates these controls and procedures on an ongoing basis.

There are inherent limitations to the effectiveness of any system of disclosure controls and procedures. These limitations include the possibility of human error, the circumvention or overriding of the controls and procedures and reasonable resource constraints. In addition, because we have designed our system of controls based on certain assumptions, which we believe are reasonable, about the likelihood of future events, our system of controls may not achieve its desired purpose under all possible future conditions. Accordingly, our disclosure controls and procedures provide reasonable assurance, but not absolute assurance, of achieving their objectives.

#### *Evaluation of disclosure controls and procedures*

Our Chief Executive Officer and our Chief Financial Officer, after evaluating the effectiveness of our disclosure controls and procedures, believe that as of the end of the period covered by this report, our disclosure controls and procedures were effective in providing the requisite reasonable assurance that material information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding the required disclosure.

#### *Changes in internal control over financial reporting*

As part of our efforts to improve efficiencies throughout our worldwide organization, we are in the process of upgrading certain of our current financial transaction and information systems, including a global deployment of general ledger and procurement systems. This upgrade is expected to continue through fiscal year 2011.

There has been no change in our internal control over financial reporting identified in connection with our evaluation that occurred during the three months ended June 30, 2009 that has materially affected or is reasonably likely to materially affect our internal control over financial reporting.

PART II – OTHER INFORMATION

**Item 1. Legal Proceedings**

We are subject to claims and litigation arising in the ordinary course of business. We do not believe that any liability from any reasonably foreseeable disposition of such claims and litigation, individually or in the aggregate, would have a material adverse effect on our condensed consolidated financial position or results of operations.

**Item 1A: Risk Factors**

Our business is subject to many risks and uncertainties, which may affect our future financial performance. If any of the events or circumstances described below occurs, our business and financial performance could be harmed, our actual results could differ materially from our expectations and the market value of our stock could decline. The risks and uncertainties discussed below are not the only ones we face. There may be additional risks and uncertainties not currently known to us or that we currently do not believe are material that may harm our business and financial performance.

**Our business is highly dependent on the success and availability of video game hardware systems manufactured by third parties, as well as our ability to develop commercially successful products for these systems.**

We derive most of our revenue from the sale of products for play on video game hardware systems (which we also refer to as “platforms”) manufactured by third parties, such as PLAYSTATION 3, Microsoft’s Xbox 360 and Nintendo’s Wii. The success of our business is driven in large part by the commercial success and adequate supply of these video game hardware systems, our ability to accurately predict which systems will be successful in the marketplace, and our ability to develop commercially successful products for these systems. We must make product development decisions and commit significant resources well in advance of anticipated product ship dates. A platform for which we are developing products may not succeed or may have a shorter life cycle than anticipated. If consumer demand for the systems for which we are developing products is lower than our expectations, our revenue will suffer, we may be unable to fully recover the investments we have made in developing our products, and our financial performance will be harmed. Alternatively, a system for which we have not devoted significant resources could be more successful than we had initially anticipated, causing us to miss out on meaningful revenue opportunities.

**If we do not consistently meet our product development schedules, our operating results will be adversely affected.**

Our business is highly seasonal, with the highest levels of consumer demand and a significant percentage of our sales occurring in the December quarter. In addition, we seek to release many of our products in conjunction with specific events, such as the release of a related movie or the beginning of a sports season or major sporting event. If we miss these key selling periods for any reason, including product delays or delayed introduction of a new platform for which we have developed products, our sales will suffer disproportionately. Likewise, if a key event to which our product release schedule is tied were to be delayed or cancelled, our sales would also suffer disproportionately. Our ability to meet product development schedules is affected by a number of factors, including the creative processes involved, the coordination of large and sometimes geographically dispersed development teams required by the increasing complexity of our products and the platforms for which they are developed, and the need to fine-tune our products prior to their release. We have experienced development delays for our products in the past, which caused us to push back release dates. In the future, any failure to meet anticipated production or release schedules would likely result in a delay of revenue and/or possibly a significant shortfall in our revenue, increase our development expense, harm our profitability, and cause our operating results to be materially different than anticipated.

**Our business is intensely competitive and “hit” driven. If we do not deliver “hit” products and services or if consumers prefer our competitors’ products or services over our own, our operating results could suffer.**

Competition in our industry is intense and we expect new competitors to continue to emerge in the United States and abroad. While many new products and services are regularly introduced, only a relatively small number of “hit” titles accounts for a significant portion of total revenue in our industry. Hit products or services offered by our competitors may take a larger share of consumer spending than we anticipate, which could cause revenue generated from our products and services to fall below expectations. If our competitors develop more successful products or services, offer competitive products or services at lower price points or based on payment models perceived as offering a better value proposition (such as pay-for-play or subscription-based models), or if we do not continue to develop consistently high-quality and well-received products and services, our revenue, margins, and profitability will decline.

---

## Table of Contents

### **If our marketing and advertising efforts fail to resonate with our customers, our business and operating results could be adversely affected.**

Our products are marketed worldwide through a diverse spectrum of advertising and promotional programs such as television and online advertising, printing advertising, retail merchandising, website development and event sponsorship. Our ability to sell our products and services is dependent in part upon the success of these programs. If the marketing for our products and services fail to resonate with our customers, particularly during the critical holiday season or during other key selling periods, or if advertising rates or other media placement costs increase, these factors could have a material adverse impact on our business and operating results.

### **Uncertainty and adverse changes in the economy could have a material adverse impact on our business and operating results.**

As a result of the national and global economic downturn, overall consumer spending has declined and retailers globally have taken a more conservative stance in ordering game inventory. The decrease in discretionary consumer spending contributed to the decline in the anticipated demand for our products during the 2008 holiday selling season. Continued economic distress, which may result in a further decrease in demand for our products, particularly during key product launch windows, could have a material adverse impact on our operating results and financial condition. Uncertainty and adverse changes in the economy could also increase the risk of material losses on our investments, increase costs associated with developing and publishing our products, increase the cost and decrease the availability of sources of financing, and increase our exposure to material losses from bad debts, any of which could have a material adverse impact on our financial condition and operating results. In addition, the decline in our market capitalization and our expected financial performance indicated that a potential impairment of goodwill existed during fiscal year 2009. As a result, we performed goodwill impairment tests for our reporting units in accordance with SFAS No. 142. As a result of the goodwill impairment analysis, we determined that our EA Mobile reporting unit's goodwill was impaired. During the fiscal year ended March 31, 2009, we recorded a goodwill impairment charge of \$368 million related to our EA Mobile reporting unit. For the three months ended June 30, 2009, there were no events or circumstances that indicated an impairment of our goodwill. If we experience further deterioration in our market capitalization or our financial performance, we could be required to recognize significant impairment charges in future periods.

### **Our international net revenue is subject to currency fluctuations.**

For the three months ended June 30, 2009, international net revenue comprised 47 percent of our total net revenue. We expect foreign sales to continue to account for a significant portion of our total net revenue. Such sales may be subject to unexpected regulatory requirements, tariffs and other barriers. Additionally, foreign sales are primarily made in local currencies, which may fluctuate against the U.S. dollar. In addition, our international investments and our cash and cash equivalents denominated in foreign currencies are subject to currency fluctuations. We use foreign currency forward contracts to mitigate some foreign currency risk associated with foreign currency denominated assets and liabilities (primarily certain intercompany receivables and payables) to a limited extent and foreign currency option contracts to hedge foreign currency forecasted transactions (primarily related to a portion of the revenue and expenses denominated in foreign currency generated by our operational subsidiaries). However, these activities are limited in the protection they provide us from foreign currency fluctuations and can themselves result in losses. The disruption in the global financial markets has also impacted many of the financial institutions with which we do business. A sustained decline in the financial stability of financial institutions as a result of the disruption in the financial markets could negatively impact our treasury operations, including our ability to secure credit-worthy counterparties for our foreign currency hedging programs. Accordingly, our results of operations, including our reported net revenue, operating expenses and net income, and financial condition can be adversely affected by unfavorable foreign currency fluctuations, especially the Euro, British pound sterling and Canadian dollar.

### **Volatility in the capital markets may adversely impact the value of our investments and could cause us to recognize significant impairment charges in our operating results.**

Our portfolio of short-term investments and marketable equity securities is subject to volatility in the capital markets and to national and international economic conditions. In particular, our international investments can be subject to fluctuations in foreign currency and our short-term investments are susceptible to changes in short-term interest rates. These investments are also impacted by declines in value attributable to the credit-worthiness of the issuer. From time to time, we may liquidate some or all of our short-term investments to fund operational needs or other activities, such as capital expenditures, strategic investments or business acquisitions, or for other purposes. If we were to liquidate these short-term investments at a time when they were worth less than what we had originally purchased them for, or if the obligor were unable to pay the full amount at maturity, we could incur a significant loss.

---

## Table of Contents

Similarly, we hold marketable equity securities, which have been and may continue to be adversely impacted by price and trading volume volatility in the public stock markets. For the three months ended June 30, 2009, we recognized impairment charges of \$16 million on The9 common stock investment. If we were to sell these marketable equity securities for a loss, or if we were to determine that their value had become further impaired on an other-than-temporary basis, we could be required to recognize additional impairment charges, which could have an adverse effect on our financial condition and results of operations.

**The majority of our sales are made to a relatively small number of key customers. If these customers reduce their purchases of our products or become unable to pay for them, our business could be harmed.**

During the three months ended June 30, 2009, approximately 65 percent of our United States sales were made to six key customers. In Europe, our top ten customers accounted for approximately 47 percent of our sales in that territory during the three months ended June 30, 2009. Worldwide, we had direct sales to two customers, GameStop Corp. and Wal-Mart Stores Inc., which represented approximately 13 percent and 12 percent, respectively, of total net revenue for the three months ended June 30, 2009. As a result of the economic downturn, retailers globally have taken a more conservative stance in ordering game inventory. Though our products are available to consumers through a variety of retailers, the concentration of our sales in one, or a few, large customers could lead to a short-term disruption in our sales if one or more of these customers significantly reduced their purchases or ceased to carry our products, and could make us more vulnerable to collection risk if one or more of these large customers became unable to pay for our products or declared bankruptcy. Additionally, our receivables from these large customers increase significantly in the December quarter as they make purchases in anticipation of the holiday selling season. Also, having such a large portion of our total net revenue concentrated in a few customers could reduce our negotiating leverage with these customers. If one or more of our key customers experience deterioration in their business, or become unable to obtain sufficient financing to maintain their operations, our business could be harmed.

**Our industry is cyclical, driven by the periodic introduction of new video game hardware systems. As we continue to move through the current cycle, our industry growth may slow down and as a result, our operating results may be difficult to predict.**

Video game hardware systems have historically had a life cycle of four to six years, which causes the video game software market to be cyclical as well. The current cycle began with Microsoft's launch of the Xbox 360 in 2005, and continued in 2006 when Sony and Nintendo launched their next-generation systems, the PLAYSTATION 3 and the Wii, respectively. Sales of software designed for these hardware systems represent the majority of our revenue, so our growth and success is highly correlated to sales of videogame hardware systems. While there are indications that this current cycle may be extended longer than prior cycles, in part, due to the growth of online services and content, the greater graphic and processing power of the current generation hardware, and the introduction of new peripherals, growth in the installed base of the current generation of video game systems may slow down in light of the current economic environment. This slow-down in sales of video game players may cause a corresponding slow-down in the growth of sales of video game software, which could significantly affect our operating results. Consequently, the decline in prior-generation product sales, particularly the PlayStation 2, may be greater or faster than we anticipate, and sales of products for the new platforms may be lower or increase more slowly than we anticipate. Moreover, development costs for the current cycle of video game systems continue to be greater on a per-title basis than development costs for prior-generation video game systems. As a result of these factors, during the next several quarters and years, we expect our operating results to be difficult to predict.

**Technology changes rapidly in our business and if we fail to anticipate or successfully implement new technologies in our games, the quality, timeliness and competitiveness of our products and services will suffer.**

Rapid technology changes in our industry require us to anticipate, sometimes years in advance, which technologies we must implement and take advantage of in order to make our products and services competitive in the market. Therefore, we usually start our product development with a range of technical development goals that we hope to be able to achieve. We may not be able to achieve these goals, or our competition may be able to achieve them more quickly and effectively than we can. In either case, our products and services may be technologically inferior to our competitors', less appealing to consumers, or both. If we cannot achieve our technology goals within the original development schedule of our products and services, then we may delay their release until these technology goals can be achieved, which may delay or reduce revenue and increase our development expenses. Alternatively, we may increase the resources employed in research and development in an attempt to accelerate our development of new technologies, either to preserve our product or service launch schedule or to keep up with our competition, which would increase our development expenses.

---

## Table of Contents

**The video game hardware manufacturers are among our chief competitors and frequently control the manufacturing of and/or access to our video game products. If they do not approve our products, we will be unable to ship to our customers.**

Our agreements with hardware licensors (such as Sony for the PLAYSTATION 3, Microsoft for the Xbox 360, and Nintendo for the Wii) typically give significant control to the licensor over the approval and manufacturing of our products, which could, in certain circumstances, leave us unable to get our products approved, manufactured and shipped to customers. These hardware licensors are also among our chief competitors. Generally, control of the approval and manufacturing process by the hardware licensors increases both our manufacturing lead times and costs as compared to those we can achieve independently. While we believe that our relationships with our hardware licensors are currently good, the potential for these licensors to delay or refuse to approve or manufacture our products exists. Such occurrences would harm our business and our financial performance.

We also require compatibility code and the consent of Microsoft, Sony and Nintendo in order to include online capabilities in our products for their respective platforms. As online capabilities for video game systems become more significant, Microsoft, Sony and Nintendo could restrict the manner in which we provide online capabilities for our products. If Microsoft, Sony or Nintendo refused to approve our products with online capabilities or significantly impacted the financial terms on which these services are offered to our customers, our business could be harmed.

**The video game hardware manufacturers set the royalty rates and other fees that we must pay to publish games for their platforms, and therefore have significant influence on our costs. If one or more of these manufacturers change their fee structure, our profitability will be materially impacted.**

In order to publish products for a video game system such as the Xbox 360, PLAYSTATION 3 or Wii, we must take a license from Microsoft, Sony and Nintendo, respectively, which gives these companies the opportunity to set the fee structure that we must pay in order to publish games for that platform. Similarly, these companies have retained the flexibility to change their fee structures, or adopt different fee structures for online gameplay and other new features for their consoles. The control that hardware manufacturers have over the fee structures for their platforms and online access could adversely impact our costs, profitability and margins. Because publishing products for video game systems is the largest portion of our business, any increase in fee structures would significantly harm our ability to generate profits.

**If we are unable to maintain or acquire licenses to include intellectual property owned by others in our games, or to maintain or acquire the rights to publish or distribute games developed by others, we will sell fewer hit titles and our revenue, profitability and cash flows will decline. Competition for these licenses may make them more expensive and reduce our profitability.**

Many of our products are based on or incorporate intellectual property owned by others. For example, our EA SPORTS products include rights licensed from major sports leagues and players' associations. Similarly, many of our other hit franchises, such as *The Godfather*, *Harry Potter* and *Lord of the Rings*, are based on key film and literary licenses. In addition, one of our most successful products in fiscal year 2009, *Rock Band 2*, was a game which we did not develop, but for which we had acquired distribution rights. Competition for these licenses and rights is intense. If we are unable to maintain these licenses and rights or obtain additional licenses or rights with significant commercial value, our revenues, profitability and cash flows will decline significantly. Competition for these licenses may also drive up the advances, guarantees and royalties that we must pay to licensors and developers, which could significantly increase our costs and reduce our profitability.

**Our business is subject to risks generally associated with the entertainment industry, any of which could significantly harm our operating results.**

Our business is subject to risks that are generally associated with the entertainment industry, many of which are beyond our control. These risks could negatively impact our operating results and include: the popularity, price and timing of our games and the platforms on which they are played; economic conditions that adversely affect discretionary consumer spending; changes in consumer demographics; the availability and popularity of other forms of entertainment; and critical reviews and public tastes and preferences, which may change rapidly and cannot necessarily be predicted.

---

## Table of Contents

### **If we do not continue to attract and retain key personnel, we will be unable to effectively conduct our business.**

The market for technical, creative, marketing and other personnel essential to the development and marketing of our products and management of our businesses is extremely competitive. Our leading position within the interactive entertainment industry makes us a prime target for recruiting of executives and key creative talent. If we cannot successfully recruit and retain the employees we need, or replace key employees following their departure, our ability to develop and manage our business will be impaired.

### **Acquisitions, investments and other strategic transactions could result in operating difficulties, dilution to our investors and other negative consequences.**

We have engaged in, evaluated, and expect to continue to engage in and evaluate, a wide array of potential strategic transactions, including (1) acquisitions of companies, businesses, intellectual properties, and other assets, (2) minority investments in strategic partners, and (3) investments in new interactive entertainment businesses (for example, online and mobile games). Any of these strategic transactions could be material to our financial condition and results of operations. Although we regularly search for opportunities to engage in strategic transactions, we may not be successful in identifying suitable opportunities. We may not be able to consummate potential acquisitions or investments or an acquisition or investment we do consummate may not enhance our business or may decrease rather than increase our earnings. The process of acquiring and integrating a company or business, or successfully exploiting acquired intellectual property or other assets, could divert a significant amount of resources, as well as our management's time and focus and may create unforeseen operating difficulties and expenditures, particularly for a large acquisition. Additional risks and variations of the foregoing risks we face include:

- The need to implement or remediate controls, procedures and policies appropriate for a public company in an acquired company that, prior to the acquisition, lacked these controls, procedures and policies,
- Cultural challenges associated with integrating employees from an acquired company or business into our organization,
- Retaining key employees and maintaining the key business and customer relationships of the businesses we acquire,
- The need to integrate an acquired company's accounting, management information, human resource and other administrative systems to permit effective management and timely reporting,
- The possibility that we will not discover important facts during due diligence that could have a material adverse impact on the value of the businesses we acquire,
- Potential impairment charges incurred to write down the carrying amount of intangible assets generated as a result of an acquisition,
- Litigation or other claims in connection with, or inheritance of claims or litigation risks as a result of, an acquisition, including claims from terminated employees, customers or other third parties,
- Significant accounting charges resulting from the completion and integration of a sizeable acquisition and increased capital expenditures,
- Significant acquisition-related accounting adjustments, particularly relating to an acquired company's deferred revenue, that may cause reported revenue and profits of the combined company to be lower than the sum of their stand-alone revenue and profits,
- The possibility that the combined company would not achieve the expected benefits, including any anticipated operating and product synergies, of the acquisition as quickly as anticipated,
- The possibility that the costs of, or operational difficulties arising from, an acquisition would be greater than anticipated,
- To the extent that we engage in strategic transactions outside of the United States, we face additional risks, including risks related to integration of operations across different cultures and languages, currency risks and the particular economic, political and regulatory risks associated with specific countries, and

---

## Table of Contents

- The possibility that a change of control of a company we acquire triggers a termination of contractual or intellectual property rights important to the operation of its business.

Future acquisitions and investments could also involve the issuance of our equity and equity-linked securities (potentially diluting our existing stockholders), the incurrence of debt, contingent liabilities or amortization expenses, write-offs of goodwill, intangibles, or acquired in-process technology, or other increased cash and non-cash expenses, such as stock-based compensation. Any of the foregoing factors could harm our financial condition or prevent us from achieving improvements in our financial condition and operating performance that could have otherwise been achieved by us on a stand-alone basis. Our stockholders may not have the opportunity to review, vote on or evaluate future acquisitions or investments.

### **We may be subject to claims of infringement of third-party intellectual property rights, which could harm our business.**

From time to time, third parties may assert against us alleged patent, copyright, trademark, personal publicity rights, or other intellectual property rights to technologies, products or delivery/payment methods that are important to our business. Although we believe that we make reasonable efforts to ensure that our products do not violate the intellectual property rights of others, it is possible that third parties still may claim infringement. For example, we may be subject to intellectual property infringement claims from certain individuals and companies who have acquired patent portfolios for the sole purpose of asserting such claims against other companies. In addition, many of our products are highly realistic and feature materials that are based on real world examples, which may be the subject of intellectual property infringement claims of others. From time to time, we receive communications from third parties regarding such claims. Existing or future infringement claims against us, whether valid or not, may be time consuming and expensive to defend. Such claims or litigations could require us to pay damages and other costs, stop selling the affected products, redesign those products to avoid infringement, or obtain a license, all of which could be costly and harm our business. In addition, many patents have been issued that may apply to potential new modes of delivering, playing or monetizing game software products and services, such as those that we produce or would like to offer in the future. We may discover that future opportunities to provide new and innovative mode of game play and game delivery to consumers may be precluded by existing patents that we are unable to license on reasonable terms.

### **From time to time we may become involved in other legal proceedings, which could adversely affect us.**

We are currently, and from time to time in the future may become, subject to legal proceedings, claims, litigation and government investigations or inquiries, which could be expensive, lengthy, and disruptive to normal business operations. In addition, the outcome of any legal proceedings, claims, litigation, investigations or inquiries may be difficult to predict and could have a material adverse effect on our business, operating results, or financial condition.

### **Our business is subject to increasing regulation and the adoption of proposed legislation we oppose could negatively impact our business.**

Legislation is continually being introduced in the United States at the local, state and federal levels for the establishment of government mandated rating requirements or restrictions on distribution of entertainment software based on content. To date, most courts that have ruled on such legislation have ruled in a manner favorable to the interactive entertainment industry. Other countries have adopted or are considering laws regulating or mandating ratings requirements on entertainment software content and certain foreign countries already allow government censorship of entertainment software products. Adoption of government ratings system or restrictions on distribution of entertainment software based on content could harm our business by limiting the products we are able to offer to our customers and compliance with new and possibly inconsistent regulations for different territories could be costly or delay the release of our products.

As we increase the online delivery of our products and services, we are subject to a number of foreign and domestic laws and regulations that affect companies conducting business on the Internet. In addition, laws and regulations relating to user privacy, data collection and retention, content, advertising and information security have been adopted or are being considered for adoption by many countries throughout the world. The costs of compliance with these laws may increase in the future as a result of changes in interpretation. Furthermore, any failure on our part to comply with these laws or application of these laws in an unanticipated manner may harm our business.

### **Our products are subject to the threat of piracy and unauthorized copying.**

Entertainment software piracy is a persistent problem in our industry. The growth in peer-to-peer networks and other channels to download pirated copies of our products, the increasing availability of broadband access to the internet and the proliferation of

---

## Table of Contents

technology designed to circumvent the protection measures used with our products all have contributed to an expansion in piracy. Though we take technical steps to make the unauthorized copying of our products more difficult, as do the manufacturers of consoles on which our games are played, these efforts may not be successful in controlling the piracy of our products.

While legal protections exist to combat piracy, preventing and curbing infringement through enforcement of our intellectual property rights may be difficult, costly and time consuming, particularly in countries where laws are less protective of intellectual property rights. Further, the scope of the legal protection of copyright and prohibitions against the circumvention of technological protection measures to protect copyrighted works are often under scrutiny by courts and governing bodies. The repeal or weakening of laws intended to combat piracy, protect intellectual property and prohibit the circumvention of technological protection measures could make it more difficult for us to adequately protect against piracy. These factors could have a negative effect on our growth and profitability in the future.

### **If one or more of our titles were found to contain hidden, objectionable content, our business could suffer.**

Throughout the history of our industry, many video games have been designed to include certain hidden content and gameplay features that are accessible through the use of in-game cheat codes or other technological means that are intended to enhance the gameplay experience. However, in several recent cases, hidden content or features have been found to be included in other publishers' products by an employee who was not authorized to do so or by an outside developer without the knowledge of the publisher. From time to time, some hidden content and features have contained profanity, graphic violence and sexually explicit or otherwise objectionable material. In a few cases, the Entertainment Software Ratings Board ("ESRB") has reacted to discoveries of hidden content and features by reviewing the rating that was originally assigned to the product, requiring the publisher to change the game packaging and/or fining the publisher. Retailers have on occasion reacted to the discovery of such hidden content by removing these games from their shelves, refusing to sell them, and demanding that their publishers accept them as product returns. Likewise, consumers have reacted to the revelation of hidden content by refusing to purchase such games, demanding refunds for games they have already purchased, and refraining from buying other games published by the company whose game contained the objectionable material.

We have implemented preventative measures designed to reduce the possibility of hidden, objectionable content from appearing in the video games we publish. Nonetheless, these preventative measures are subject to human error, circumvention, overriding, and reasonable resource constraints. In addition, to the extent we acquire a company without similar controls in place, the possibility of hidden, objectionable content appearing in video games developed by that company but for which we are ultimately responsible could increase. If a video game we published were found to contain hidden, objectionable content, the ESRB could demand that we recall a game and change its packaging to reflect a revised rating, retailers could refuse to sell it and demand we accept the return of any unsold copies or returns from customers, and consumers could refuse to buy it or demand that we refund their money. This could have a material negative impact on our operating results and financial condition. In addition, our reputation could be harmed, which could impact sales of other video games we sell. If any of these consequences were to occur, our business and financial performance could be significantly harmed.

### **If we ship defective products, our operating results could suffer.**

Products such as ours are extremely complex software programs, and are difficult to develop, manufacture and distribute. We have quality controls in place to detect defects in the software, media and packaging of our products before they are released. Nonetheless, these quality controls are subject to human error, overriding, and reasonable resource constraints. Therefore, these quality controls and preventative measures may not be effective in detecting defects in our products before they have been reproduced and released into the marketplace. In such an event, we could be required to recall a product, or we may find it necessary to voluntarily recall a product, and/or scrap defective inventory, which could significantly harm our business and operating results.

### **Changes in our tax rates or exposure to additional tax liabilities could adversely affect our earnings and financial condition.**

We are subject to income taxes in the United States and in various foreign jurisdictions. Significant judgment is required in determining our worldwide provision for income taxes, and, in the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain.



---

## Table of Contents

We are also required to estimate what our tax obligations will be in the future. Although we believe our tax estimates are reasonable, the estimation process and applicable laws are inherently uncertain, and our estimates are not binding on tax authorities. The tax laws' treatment of software and internet-based transactions is particularly uncertain and in some cases currently applicable tax laws are ill-suited to address these kinds of transactions. Apart from an adverse resolution of these uncertainties, our effective tax rate also could be adversely affected by our profit level, by changes in our business or changes in our structure resulting from the reorganization of our business and operating structure, changes in the mix of earnings in countries with differing statutory tax rates, changes in the elections we make, changes in applicable tax laws (in the United States or foreign jurisdictions), or changes in the valuation allowance for deferred tax assets, as well as other factors. In fiscal year 2009, we recorded a valuation allowance against most of our U.S. deferred tax assets. We expect to provide a valuation allowance on future U.S. tax benefits until we can sustain a level of profitability or until other significant positive evidence arises that suggests that these benefits are more likely than not to be realized. Further, our tax determinations are regularly subject to audit by tax authorities and developments in those audits could adversely affect our income tax provision. Should our ultimate tax liability exceed our estimates, our income tax provision and net income or loss could be materially affected.

We incur certain tax expenses that do not decline proportionately with declines in our consolidated pre-tax income or loss. As a result, in absolute dollar terms, our tax expense will have a greater influence on our effective tax rate at lower levels of pre-tax income or loss than at higher levels. In addition, at lower levels of pre-tax income or loss, our effective tax rate will be more volatile.

We are also required to pay taxes other than income taxes, such as payroll, sales, use, value-added, net worth, property and goods and services taxes, in both the United States and foreign jurisdictions. We are regularly under examination by tax authorities with respect to these non-income taxes. There can be no assurance that the outcomes from these examinations, changes in our business or changes in applicable tax rules will not have an adverse effect on our earnings and financial condition.

Furthermore, as we expand our international operations, adopt new products and new distribution models, implement changes to our operating structure or undertake intercompany transactions in light of changing tax laws, expiring rulings, acquisitions and our current and anticipated business and operational requirements, our tax expense could increase.

### **Our reported financial results could be adversely affected by changes in financial accounting standards or by the application of existing or future accounting standards to our business as it evolves.**

Our reported financial results are impacted by the accounting policies promulgated by the SEC and national accounting standards bodies and the methods, estimates, and judgments that we use in applying our accounting policies. Due to recent economic events, the frequency of accounting policy changes may accelerate. Policies affecting software revenue recognition have and could further significantly affect the way we account for revenue related to our products and services. Through fiscal year 2007, for accounting purposes, vendor-specific objective evidence of fair value ("VSOE") existed for the online service related to our online-enabled packaged software products. Accordingly, we allocated the revenue collected from the sale of the software product between the online service offered and the software product and recognized the amounts allocated to each element separately. However, starting in fiscal year 2008, VSOE did not exist for the online service and we began to recognize all of the revenue from bundle sales on a deferred basis over an estimated online service period, which we estimate to be six months beginning in the month after shipment. We expect that a more significant portion of our games will be online-enabled in the future and we could be required to recognize the related revenue over an extended period of time rather than at the time of sale. In addition, FASB Interpretation No. 48 has affected the way we account for income taxes and has had a material impact on our financial results and our adoption of SFAS No. 141(R) will have a material impact on our Condensed Consolidated Financial Statements for material acquisitions consummated after March 28, 2009. Similarly, changes in accounting standards relating to stock-based compensation require us to recognize significantly greater expense than we had been recognizing prior to the adoption of the new standard. As we enhance, expand and diversify our business and product offerings, the application of existing or future financial accounting standards, particularly those relating to the way we account for revenue and taxes, could have a significant adverse effect on our reported results although not necessarily on our cash flows.

### **We rely on business partners in many areas of our business and our business may be harmed if they are unable to honor their obligations to us.**

We rely on various business partners, including third-party service providers, vendors, licensing partners, development partners, and licensees, among others, in many areas of our business. In many cases, these third parties are given access to sensitive and proprietary information in order to provide services and support to our teams. These third parties may misappropriate our information and engage in unauthorized use of it.

---

## Table of Contents

The failure of these third parties to provide adequate services and technologies, or the failure of the third parties to adequately maintain or update their services and technologies, could result in a disruption to our business operations. Further, the disruption in the financial markets and the global economic downturn may adversely affect our business partners and they may not be able to continue honoring their obligations to us. Some of our business partners are highly-leveraged or small businesses that may be particularly vulnerable in the current economic environment. Alternative arrangements and services may not be available to us on commercially reasonable terms or we may experience business interruptions upon a transition to an alternative partner or vendor. If we lose one or more significant business partners, our business could be harmed.

### **Our stock price has been volatile and may continue to fluctuate significantly.**

The market price of our common stock historically has been, and we expect will continue to be, subject to significant fluctuations. These fluctuations may be due to factors specific to us (including those discussed in the risk factors above, as well as others not currently known to us or that we currently do not believe are material), to changes in securities analysts' earnings estimates or ratings, to our results or future financial guidance falling below our expectations and analysts' and investors' expectations, to factors affecting the entertainment, computer, software, Internet, media or electronics industries, to our ability to successfully integrate any acquisitions we may make, or to national or international economic conditions. In particular, economic downturns may contribute to the public stock markets experiencing extreme price and trading volume volatility. These broad market fluctuations have and could continue to adversely affect the market price of our common stock.

## Table of Contents

### Item 6. Exhibits

The following exhibits (other than exhibits 32.1 and 32.2, which are furnished with this report) are filed as part of, or incorporated by reference into, this report:

<u>Exhibit Number</u>	<u>Title</u>
10.1	Second Amendment of Lease Agreement by and between US Industrial REIT II and Electronic Arts Inc., dated April 1, 2009.
10.2	Second Amendment to Lease, dated May 8, 2009, by and between Liberty Property Limited Partnership, a Pennsylvania limited partnership and Electronic Arts – Tiburon, a Florida corporation f/k/a Tiburon Entertainment, Inc.
10.3	Offer Letter for Employment at Electronic Arts Inc. to John Schappert, dated June 15, 2009. (*) (1)
10.4	Bill of Sale (2001 Transaction), dated July 13, 2009, by and between SELCO Service Corporation (doing business in California as “Ohio SELCO Service Corporation), as Transferor, and Electronic Arts, Inc., a Delaware corporation, as Transferee. (2)
10.5	Bill of Sale (2000 Transaction), dated July 13, 2009, by and between SELCO Service Corporation (doing business in California as “Ohio SELCO Service Corporation), as Transferor, and Electronic Arts, Inc., a Delaware corporation, as Transferee. (2)
10.6	Grant Deed (2001 Transaction), dated July 13, 2009, by and between SELCO Service Corporation (doing business in California as “Ohio SELCO Service Corporation), as Grantor, and Electronic Arts, Inc., a Delaware corporation, as Grantee. (2)
10.7	Grant Deed (2000 Transaction), dated July 13, 2009, by and between SELCO Service Corporation (doing business in California as “Ohio SELCO Service Corporation), as Grantor, and Electronic Arts, Inc., a Delaware corporation, as Grantee. (2)
10.8	Registrant’s 2000 Equity Incentive Plan, as amended, and related documents. (*) (3)
10.9	Registrant’s 2000 Employee Stock Purchase Plan, as amended. (*) (3)
15.1	Awareness Letter of KPMG LLP, Independent Registered Public Accounting Firm.
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Executive Vice President, Chief Financial Officer pursuant to Rule 13a-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document. (**)
101.SCH	XBRL Taxonomy Extension Schema Document. (**)
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document. (**)
101.LAB	XBRL Taxonomy Extension Label Linkbase Document. (**)
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document. (**)

---

## Table of Contents

Additional exhibits furnished with this report:

- 32.1 Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 32.2 Certification of Executive Vice President, Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

\* Management contract or compensatory plan or arrangement.

\*\* XBRL information is furnished and not filed or a part of a registration statement or prospectus for purposes of sections 11 or 12 of the Securities and Exchange Act of 1933, as amended, is deemed not filed for purposes of section 18 of the Securities and Exchange Act of 1934, as amended, and otherwise is not subject to liability under these sections.

- (1) Incorporated by reference to exhibits filed with Registrant's Current Report on Form 8-K, filed June 18, 2009.
- (2) Incorporated by reference to exhibits filed with Registrant's Current Report on Form 8-K, filed July 15, 2009.
- (3) Incorporated by reference to exhibits filed with Registrant's Current Report on Form 8-K, filed July 30, 2009.

---

**Table of Contents**

**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 thereunto duly authorized.

ELECTRONIC ARTS INC.  
(Registrant)

DATED:  
August 10, 2009

/s/ Eric F. Brown  
Eric F. Brown  
Executive Vice President,  
Chief Financial Officer

**ELECTRONIC ARTS INC.  
FORM 10-Q  
FOR THE PERIOD ENDED JUNE 30, 2009**

**EXHIBIT INDEX**

<b>EXHIBIT NUMBER</b>	<b>EXHIBIT TITLE</b>
10.1	Second Amendment of Lease Agreement by and between US Industrial REIT II and Electronic Arts Inc., dated April 1, 2009.
10.2	Second Amendment to Lease, dated May 8, 2009, by and between Liberty Property Limited Partnership, a Pennsylvania limited partnership and Electronic Arts – Tiburon, a Florida corporation f/k/a Tiburon Entertainment, Inc.
15.1	Awareness Letter of KPMG LLP, Independent Registered Public Accounting Firm.
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Executive Vice President, Chief Financial Officer pursuant to Rule 13a-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document.(**)
101.SCH	XBRL Taxonomy Extension Schema Document.(**)
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.(**)
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.(**)
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.(**)

Additional exhibits furnished with this report:

32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Executive Vice President, Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

\*\* XBRL information is furnished and not filed or a part of a registration statement or prospectus for purposes of sections 11 or 12 of the Securities and Exchange Act of 1933, as amended, is deemed not filed for purposes of section 18 of the Securities and Exchange Act of 1934, as amended, and otherwise is not subject to liability under these sections.

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this “**Second Amendment**”) is made and entered into by and between US INDUSTRIAL REIT II, a Texas real estate investment trust (“**Landlord**”) and ELECTRONIC ARTS INC., a Delaware corporation (“**Tenant**”).

## WITNESSETH:

WHEREAS, Louisville Realty Corporation, a Delaware corporation (“**Original Landlord**”) and Tenant entered into that certain Lease Agreement dated April 1, 1999 (the “**Original Lease**”), whereby Original Landlord leased to Tenant approximately 250,000 rentable square feet (the “**Premises**”) on the east side of the building located at 5000 Commerce Crossings Drive, Louisville, Kentucky (the “**Building**”), as more particularly described in the Original Lease;

WHEREAS, Original Landlord and Tenant entered into that certain First Amendment of Lease dated February 23, 2004 (the “**First Amendment**”), wherein the Term of the Original Lease was extended through April 30, 2010 (the Original Lease, as amended by the First Amendment, shall be referred to herein as the “**Lease**”);

WHEREAS, Landlord is successor in interest to that of Original Landlord; and

WHEREAS, Landlord and Tenant desire to further amend the Lease to provide for a further extension of the Term.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows (capitalized terms used herein having the meaning attributed to them in the Lease unless specifically otherwise provided):

1. Term. The Term is hereby extended to expire on April 30, 2015 (the “**Extended Term**”).

2. Renewal Options. Paragraph 4 of the Original Lease is hereby deleted in its entirety. The first clause of Paragraph 5 of the First Amendment is hereby deleted in its entirety and replaced by the following:

“Tenant shall have two (2) consecutive options (each, a “**Renewal Option**”) to renew the Term with respect to all (but not less than all) of the Premises demised under or pursuant to the Lease for additional terms (each, a “**Renewal Term**”) of five (5) years each, commencing on the day immediately following the expiration date of the Term or Renewal Term then in effect, under the following terms and conditions and subject to there being no material adverse change in Tenant’s financial condition:”

Similarly, Paragraph 5(c)(i) of the First Amendment is hereby deleted in its entirety and replaced by the following:

“The Base Rent for the first and second Renewal Terms shall be equal to the then prevailing market rent (“Prevailing Market Rent”) for similar institutional quality bulk warehouse space with a minimum twenty-eight foot (28’) clear height located within a radius of ten (10) miles of the Premises (the “Relevant Market Rent”). In no event shall the rental rate for any Renewal Term be less than the adjusted rental rate payable under this Lease on the expiration date of the Term or Renewal Term then in effect.”

3. Annual Base Rent. Notwithstanding anything in the Lease to the contrary, Tenant hereby agrees to pay annual Base Rent during the Extended Term with respect to the Premises according to the following schedule and in accordance with the Lease:

Periods During the Extended Term	Annual Base Rent Rate Per Square Foot of Net Rentable Area	Annual Base Rent	Monthly Payment
04/01/09 - 05/31/09	\$0.00	\$ 0.00	\$ 0.00
06/01/09 - 12/31/09	\$2.20	\$550,000.00	\$45,833.33
01/01/10 - 01/31/10	\$0.00	\$ 0.00	\$ 0.00
02/01/10 - 04/30/10	\$2.20	\$550,000.00	\$45,833.33
05/01/10 - 04/30/11	\$2.60	\$650,000.00	\$54,166.67
05/01/11 - 04/30/12	\$3.20	\$800,000.00	\$66,666.67
05/01/12 - 04/30/13	\$3.30	\$825,000.00	\$68,750.00
05/01/13 - 04/30/14	\$3.40	\$850,000.00	\$70,833.33
05/01/14 - 04/30/15	\$3.50	\$875,000.00	\$72,916.67

Notwithstanding the foregoing, Landlord acknowledges receipt of Base Rent for the months of April, 2009, May, 2009, and June, 2009, paid pursuant to the terms and provisions of Paragraph 3 of the First Amendment, in the aggregate amount of One Hundred Seventy-One Thousand Eight Hundred Seventy-Five and 01/100 Dollars (\$171,875.01). Accordingly, such advance payment of Base Rent shall be credited against Tenant’s obligation to pay Base Rent, as set forth above, for the months of June, 2009, July, 2009, and August, 2009, and the remainder of such advance payment of Base Rent (\$34,375.02) shall be credited as a partial payment against Tenant’s obligation to pay Base Rent, as set forth above, for the month of September, 2009.

4. Additional Rent. During the Extended Term, Tenant shall continue to pay, as and when due, as Additional Rent, Tenant’s pro rata share of the Operating Costs of the Building and Property. In addition, during the Extended Term, Tenant shall continue to pay, as Additional Rent, all other amounts payable by Tenant pursuant to the terms and provisions of the Lease.

5. Controllable Costs. During the Extended Term, Controllable Costs shall continue to be capped pursuant to Paragraph 11 of the Original Lease (as amended by Paragraph 8(a) of the First Amendment); provided, however, Controllable Costs used to calculate the Additional Rent payable by Tenant under said Paragraph 11 of the Original Lease (as amended by Paragraph 8(a) of the First Amendment) shall not be increased by more than three percent (3%) cumulative per calendar year on a compounded basis. Tenant, at its expense has the right to



---

audit expenses annually during the Extended Term pursuant to the terms and provisions of Paragraph 11 of the Original Lease.

6. Condition of the Leased Premises . By its execution of this Second Amendment, Tenant acknowledges and agrees that all leasehold improvements and tenant finish in the Premises are in good and satisfactory condition, acceptable to Tenant, and Tenant acknowledges that it accepts the Premises in its present condition, i.e., "AS IS" and "WITH ALL FAULTS". Tenant acknowledges that no representations as to the repair of the Premises or the Building, nor promises to alter, remodel or improve the Premises or the Building have been made by Landlord. Notwithstanding the foregoing, Landlord shall construct and install permanent leasehold improvements and tenant finish within the Premises in accordance with, and subject to the limitations and conditions set forth in Exhibit "A" attached hereto. Landlord and Tenant each agree that this document constitutes the entire agreement of the parties with respect to the condition of the Premises and there were no verbal representations, warranties or understandings pertaining to this Second Amendment.

7. Termination Option . Subject to and upon the terms, provisions and conditions set forth in this Paragraph, Tenant shall have the option (the "**Termination Option**") to terminate the Lease with respect to all of the Premises effective as of October 31, 2012 (the "**Early Termination Date**"). In order to exercise the Termination Option, Tenant must (i) give Landlord written notice of its exercise of the Termination Option not later than January 31, 2012, and (ii) concurrently with the delivery of such notice, pay the Termination Fee (as hereinafter defined) to Landlord. If Tenant fails to give notice of exercise of the Termination Option by such deadline, such Termination Option shall be deemed waived and of no further force and effect. If Tenant gives notice of exercise of the Termination Option by such deadline, but fails to pay the Termination Fee to Landlord, Landlord may at its option either (A) deem the Termination Option waived and of no further force and effect or (B) enforce the termination of the Lease, effective as of such Early Termination Date, and Tenant's obligation to pay the Termination Fee. The "**Termination Fee**" shall be an amount equal to Four Hundred Twenty-Seven Thousand Five Hundred and No/100 Dollars (\$427,500.00). The Termination Option may be exercised by Tenant only if, at the time of such exercise and on the Termination Date, no Event of Default exists (unless Landlord, in its sole discretion, elects to waive such condition). Tenant shall have no right to assign the Termination Option nor shall any subtenant have the right to exercise the Termination Option.

8. Expansion Option . In the event any or all of the remaining rentable space in the Building (for purposes of this Paragraph 8, the "**Expansion Space**") becomes available for lease, within sixty (60) days thereafter, Landlord shall give Tenant written notice thereof (the "**Availability Notice**"), which notice shall include a description of the Expansion Space and the date such Expansion Space will become available, and subject to the renewal rights, expansion rights, rights of first refusal and rights of first offer of other tenants in the Building heretofore granted by Landlord or which are included in any lease executed hereafter to which Tenant fails to exercise its rights under this Paragraph 8, Tenant shall have ten (10) days from the receipt of the Availability Notice to either (i) elect to lease said space as of the time of availability of such Expansion Space for occupancy, or (ii) notify Landlord that it does not desire to lease said Expansion Space. In the event Tenant declines or fails to respond within said ten (10) day period, Tenant shall be deemed to have elected not to lease such Expansion Space, Section 9 of

this Second Amendment shall be deemed of no further force or effect with respect to such Expansion Space, and Landlord shall have the right to lease such Expansion Space in Landlord's sole discretion. If Tenant elects to lease the Expansion Space, then effective as of the date of availability of the Expansion Space, as set forth in the Availability Notice (subject to any holding over by a prior tenant of such Expansion Space) (the "**Expansion Space Delivery Date**"), such Expansion Space shall become a part of the Premises (and Tenant and its agents may access such space and otherwise move into such space), the annual Base Rent per square foot of rentable area for such Expansion Space shall be equal to the then applicable Base Rent with respect to the remainder of the Premises (and all subsequent increases in Base Rent) and such Expansion Space shall be subject to all of the terms, provisions and conditions of the Lease, except for any terms, covenants and conditions that are expressly or by their nature inapplicable to such Expansion Space and except that (a) Base Rent and Tenant's Additional Rent with respect to such Expansion Space (or a lesser portion thereof) shall commence on the Expansion Space Delivery Date, (b) such Expansion Space and any and all leasehold improvements therein will be provided in its current "AS IS, WHERE IS" condition; provided however, Tenant will be provided with a leasehold improvement allowance equal to One and No/100 Dollars (\$1.00) multiplied by the rentable square footage of such Expansion Space, multiplied by the number of months remaining in the Extended Term as of the date of Landlord's delivery of the Expansion Space to Tenant and divided by seventy-three (73), which is the total number of months in the Extended Term and (c) the Term of the Lease insofar as it relates to such Expansion Space shall be coterminous with the Term (as same may be extended pursuant to the terms and provisions of the Lease) with respect to the Premises. The Lease shall be deemed to have been automatically amended in accordance with this Paragraph 8 as of such Expansion Space Delivery Date, and Tenant and Landlord shall thereafter promptly execute and deliver an appropriate amendment of the Lease to evidence the foregoing. The right of Tenant to lease the Expansion Space may be exercised by Tenant only if at the time of such exercise, no Event of Default exists (unless Landlord, in its sole discretion, elects to waive such condition). No subtenant of the Premises shall have the right to exercise the rights of Tenant under this Paragraph 8. Notwithstanding anything set forth in this Paragraph 8 to the contrary, Tenant's rights to lease the Expansion Space pursuant to this Paragraph 8 shall terminate on the day that is two (2) years from the Effective Date of this Second Amendment.

9. Right of First Refusal. (a) Paragraph 7 of the First Amendment is hereby deleted in its entirety. Subject to the terms and provisions of Paragraph 8 above, from and after the day that is two (2) years from the Effective Date of this Second Amendment, and subject to the renewal rights, expansion rights, rights of first refusal and rights of first offer of other tenants in the Building heretofore granted by Landlord or which are included in any lease executed hereafter to which Tenant fails to exercise its Right of Refusal under this Paragraph 9, Tenant shall have a one time right of first refusal (the "**Right of Refusal**") to lease all remaining rentable space in the Building (for purposes of this Paragraph 9, the "**Refusal Space**"). The "one-time" nature of the Right of Refusal shall mean that Tenant's Right of Refusal shall apply only the first time each portion of the Refusal Space becomes available. For example, in the event one-half of the Refusal Space becomes available, Tenant's Right of Refusal shall apply the first time said space becomes available during the Extended Term, but no subsequent availability of such space shall trigger the Right of Refusal. Similarly, in the event at a later date the remaining one-half of the Refusal Space becomes available, Tenant's Right of Refusal shall apply the first time said space becomes available during the Extended Term, but no subsequent availability of such space shall trigger the Right of Refusal.

---

(b) In the event Landlord desires to accept an offer to lease all or a portion of the Refusal Space from any third party (a “ **Lease Offer** ”), as evidenced by a term sheet or letter of intent signed by the third party prospect (subject to any confidentiality requirements of such third party prospect), Landlord shall give Tenant written notice thereof (the “ **ROFR Availability Notice** ”), which notice shall state Landlord’s determination of the Prevailing Market Rent rate for such Refusal Space described in the Lease Offer and Tenant shall have five (5) business days from the date of receipt of the ROFR Availability Notice to either (i) elect to lease said space at the Prevailing Market Rent rate stated in the ROFR Availability Notice, by delivering written notice thereof (the “ **Election Notice** ”) to Landlord within such five (5) business day period, or (ii) notify Landlord that it does not desire to lease said space. In the event Tenant notifies Landlord that it does not desire to lease said space or Tenant fails to deliver the Election Notice to Landlord within said five (5) business day period, Tenant shall be deemed to have elected not to lease said space, and Tenant’s Right of Refusal with respect to the Refusal Space (or portion thereof, as applicable) shall thereafter be of no further force or effect.

(c) If Tenant exercises the Right of Refusal, then effective as of the date Landlord delivers possession of the Refusal Space to Tenant, such Refusal Space shall become a part of the Premises, the annual Base Rent per rentable square foot for such Refusal Space shall be equal to the Prevailing Market Rent rate as stated in the ROFR Availability Notice and such Refusal Space shall be subject to all of the terms, provisions and conditions of this Lease, except for any terms, covenants and conditions that are expressly or by their nature inapplicable to such Refusal Space, except that (i) Base Rent and Tenant’s pro rata share of Operating Costs with respect to such Refusal Space shall commence to accrue on the date of Landlord’s delivery of the Refusal Space to Tenant, (ii) such Refusal Space and any and all leasehold improvements therein will be provided in the condition they exist ( *i.e.* “AS IS” and “WITH ALL FAULTS”) on such delivery date, and (iii) the Term of the Lease insofar as it relates to such Refusal Space shall be equal to the Term with respect to the remainder of the Premises, provided that (1) during the portion of the Term for such Refusal Space which corresponds to the term set forth in the Availability Notice, the Base Rent with respect to the Refusal Space shall be as is set forth in the Availability Notice, and during the portion of the Term which extends beyond the term set forth in the Availability Notice with respect to the Refusal Space, if any, the Base Rent with respect to the Refusal Space shall be at Tenant’s then escalated Base Rent with respect to the remainder of the Premises, and Tenant shall be responsible to pay the same fixed Base Rent increases (at the same times) on the Refusal Space as are contained in the Lease for the remainder of the Premises; and (2) if the term set forth in the Availability Notice with respect to the Refusal Space extends beyond the Term with respect to the remainder of the Premises, as a condition precedent to Tenant’s exercise of the Right of Refusal, the Term with respect to the remainder of the Premises shall be extended (by amendment to the Lease) to be coterminous with the term set forth in the Availability Notice with respect to the Refusal Space, and the Base Rent payable with respect the remainder of the Leased Premises during such extension shall be the Prevailing Market Rental Rate (as hereinafter defined), as reasonably determined by Landlord. The Lease shall be deemed to have been automatically amended in accordance with this Paragraph 9 as of the date Tenant delivers its Election Notice to Landlord expressing its desire to lease such Refusal Space, and Tenant and Landlord shall thereafter promptly execute and deliver an appropriate amendment of the Lease to evidence the foregoing.

(d) As used in this Paragraph 9, the term “ **Prevailing Market Rental Rate** ” means, as to the space subject to this Second Amendment for which it is being determined (the “ **Subject Premises** ”), the Base Rent that a willing tenant would pay and a willing landlord would accept in arm’s length, bona fide negotiations for a comparable lease transaction ( *i.e.*, a renewal or right of first refusal, as applicable) to be executed at the time of determination, for the Subject Premises for the lease term that such rate will be in effect. The determination of the Prevailing Market Rental Rate will be based upon a comparison of the term of Tenant’s lease of the Subject Premises to other lease transactions in the Building and in other multi-tenant office buildings in the applicable submarket of Louisville, Kentucky, with appropriate adjustments as necessary to equate the other lease transactions being compared with the applicable terms of the Lease, taking into consideration all relevant factors including, without limitation, use, location and/or floor level within the applicable building, definition of rentable area, leasehold improvements and allowances provided, quality and location of the applicable building (taking into consideration renovations), rental concessions (such as moving expenses, abatements and lease assumptions), extent of services to be provided, distinction between “gross” and “net” lease, base year or expense stop, the creditworthiness of the tenant, whether the comparison lease transaction was a renewal or expansion of an existing lease (and if so, whether the renewal or expansion was pursuant to an exercise of a previously negotiated option), the time the comparison lease became effective and any special rights of the tenant or obligations of the landlord under the comparison lease.

(e) The Right of Refusal may be exercised by Tenant only if, at the time of such exercise, no Event of Default exists (unless Landlord, in its sole discretion, elects to waive such condition). No subtenant of the Premises shall have the right to exercise the rights of Tenant under this Paragraph 9.

10. SNDA. Following the Effective Date, and conditioned upon Tenant submitting an original counterpart to Landlord that has been executed by Tenant, Landlord shall use its good faith efforts to obtain a fully executed subordination, non-disturbance and attornment agreement in the form attached hereto as Exhibit “B”.

11. Brokers. Each party represents and warrants to the other that it has not dealt with any real estate broker, salesman or finder in connection with this Second Amendment and no other person initiated or participated in the negotiation of this Second Amendment or is entitled to any commission or other payment in connection herewith except Jones Lang LaSalle, for whom Landlord shall be solely responsible. Tenant agrees to indemnify, defend (with counsel reasonably satisfactory to Landlord) and hold harmless Landlord from and against any liability from all other claims for commissions arising from the negotiation of this Second Amendment.

12. Miscellaneous. (a) Except as expressly amended hereby, all other items and provisions of the Lease remain unchanged and continue to be in full force and effect.

(b) This Second Amendment may be executed in multiple counterparts, and by the parties hereto on separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one agreement.

[END OF TEXT]

---

IN WITNESS WHEREOF, executed to be effective as of the 1st day of April, 2009 (the “**Effective Date**”).

“Landlord”

US INDUSTRIAL REIT II, a Texas real estate  
investment trust

By: /s/ Stanley R. Alterman  
Name: Stanley R. Alterman  
Title: Executive Managing Director

“Tenant”

ELECTRONIC ARTS INC., a Delaware corporation

By: /s/ Curt Wilhelm  
Name: Curt Wilhelm  
Title: VP, Global Real Estate & Facilities

---

**EXHIBIT "A"**  
**WORK LETTER**

1. General.

1.1 Tenant Work. Landlord shall furnish and install within the Premises the tenant finish and leasehold improvements more particularly described in Schedule 1 attached hereto and made a part hereof (the "**Tenant Work**"). The Tenant Work shall be constructed pursuant to this Exhibit "A" and shall be performed only by Landlord's contractor. All Tenant Work shall become the property of Landlord upon expiration or earlier termination of the Lease and shall remain on the Premises at all times during the Term of the Lease.

1.2 Construction Representatives. Landlord hereby appoints and Tenant hereby approves the following person as Landlord's Representative ("**Landlord's Representative**") to act for Landlord in all matters covered by this Exhibit "A". Tenant hereby appoints and Landlord hereby approves the following person as Tenant's Representative ("**Tenant's Representative**") to act for Tenant in all matters covered by this Exhibit "A".

Landlord Representative:  
Tim Wood  
Director of Construction Services  
NTS  
10172 Linn Station Road  
Louisville, Kentucky 40223  
Phone: (502) 429-9888 (x. 363)  
twood@ntsdevco.com

Tenant Representative:  
Todd Nichols  
Sr. Director Distribution Center  
Phone: (502) 810-1922  
tnichols@ea.com

All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Exhibit "A" shall be made to Landlord's Representative or Tenant's Representative as the case may be. Authorization made by Tenant's Representative shall be binding on Tenant and Tenant shall be responsible for all costs authorized by Tenant's Representative. Authorization made by Landlord's Representative shall be binding on Landlord. Either party may change its Representative under this Exhibit "A" at any time by written notice to the other party.

1.4 General Contractor. Landlord shall obtain bids for the Tenant Work from not less than three (3) general contractors, one of which may be designated by Tenant. Assuming all other things being equal, Landlord shall select the general contractor who submits the lowest bid for the Tenant Work.

2. Change Orders. If Tenant desires any change or addition to the Tenant Work or materials to be provided by Landlord pursuant to this Exhibit "A", Tenant shall provide Landlord with a request for a proposal for change. Landlord shall respond to Tenant's request with a change quotation, including the scope of the work, the cost, and the delay in Substantial Completion, if any, as soon as possible, but in no event later than five (5) business days after

---

such request is made. If Tenant approves such change quotation, Landlord shall issue a change order. All additional expenses attributable to any change order requested by Tenant and approved by Landlord shall be payable along with a ten percent (10%) overhead and administration fee to Landlord by Tenant upon approval by Tenant of the change order cost and/or delay, if any.

3. Construction of Tenant Work. Landlord's contractor shall commence and diligently proceed with the construction of all of the Tenant Work, subject to delays beyond the reasonable control of Landlord or its contractor. Promptly upon the commencement of the Tenant Work, Landlord shall furnish Tenant with a construction schedule setting forth the projected completion dates therefor and showing the deadlines for any actions required to be taken by Tenant during such construction, and Landlord may from time to time during the prosecution of the Tenant Work modify or amend such schedule due to unforeseeable delays encountered by Landlord. Landlord shall make a reasonable effort to meet such schedule as the same may be modified or amended. Landlord's contractor will coordinate the construction schedule and the execution of the Tenant Work with Tenant's Representative to ensure minimal interruptions to Tenant's business operations. Tenant acknowledges that Tenant will reasonably cooperate with Landlord's contractor in connection with such contractor's construction and scheduling of the Tenant Work.

4. Substantial Completion.

4.1 General. Landlord shall use good faith and commercially reasonable efforts to Substantially Complete (as defined below) the Tenant Work in accordance with the terms of this Exhibit "A" by January 1, 2010, but neither the validity of this Second Amendment nor the obligations of Tenant under the Lease shall be affected by a failure to Substantially Complete the Tenant Work by such date, and Tenant shall have no claim against Landlord because of Landlord's failure to Substantially Complete the Tenant Work on the date originally fixed therefor. Notwithstanding the foregoing, if Substantial Completion of the Tenant Work has not been achieved by January 1, 2010 (such date to be extended on a day for day basis for each day of Tenant Delay (as defined below) and/or Force Majeure (as defined below)), Base Rent payable during the Extended Term shall be abated (in addition to the abated/free Base Rent to which Tenant is entitled pursuant to Section 3 of this Second Amendment), as Tenant's sole and exclusive remedy, for the number of days equal to the product derived by multiplying (a) and (b) where (a) is two (2) and (b) is the number of days between January 1, 2010 and the day immediately preceding the date of Substantial Completion of the Tenant Work. For purposes hereof, the term "**Tenant Delay**" means the sum of (i) the number of days of delay in responding to Landlord's request for approval of any documentation in connection with the Tenant Work, (ii) the number of days of delay in preparing any of such documentation caused by changes requested by Tenant to any aspect of the Tenant Work which were reflected in the documentation theretofore approved by Tenant, and (iii) the positive difference, if any, between the increase and decrease in the number of days required to complete the Tenant Work caused by changes requested by Tenant to the working drawings after Tenant's approval thereof. For purposes hereof, the term "**Force Majeure**" means strikes, acts of God, shortages of labor or materials, war, terrorist attacks (including bio-chemical attacks), civil disturbances and other causes beyond the reasonable control of Landlord.

---

4.2 Substantial Completion. “ **Substantial Completion** ” of the Tenant Work shall be conclusively deemed to have occurred as soon as the Tenant Work to be installed by Landlord pursuant to this Exhibit “A” have been constructed in accordance with the terms and provisions of this Exhibit “A” and approved change orders for the Tenant Work and a final building inspection by the proper governmental entity. Notwithstanding the above, the Tenant Work shall be considered Substantially Complete even though there remain to be completed in the Premises punch list items, the lack of completion of which will not materially interfere with Tenant’s permitted use of the Premises.

5. Punch-List. Upon Substantial Completion of the Tenant Work, Landlord and Tenant shall examine the Tenant Work and shall agree upon the final “Punch-List” which will specify any portion of the Tenant Work that requires correction. Failure of Tenant to submit a Punch-List to Landlord within seven (7) days following the date of Substantial Completion shall constitute an acknowledgement by Tenant that all Tenant Work is satisfactory. Landlord agrees to correct and complete any such items outlined in the Punch-List as soon as practicable.

6. Removal of Cabling. All computer, telecommunications or other cabling (collectively, “ **Cabling** ”) installed by Tenant inside any of the interior walls of the Premises, above the ceiling of the Premises, in any portion of the ceiling plenum above or below the Premises, or in any portion of the Common Areas of the Building, including but not limited to any of the shafts or utility rooms of the Building, shall be clearly labeled or otherwise identified as having been installed by Tenant. All Cabling installed by Tenant shall comply with the requirements of the National Electric Code and any other applicable fire and safety codes. Upon the expiration or earlier termination of the Lease, Tenant shall remove all Cabling installed by Tenant anywhere in the Premises or the Building to the point of the origin of such Cabling, and repair any damage to the Premises or the Building resulting from such removal.



---

**SCHEDULE 1**

**TENANT WORK**

[See attached eighteen (18) pages]

**EXHIBIT "B"**

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

MassMutual Loan  
No. \_\_\_\_\_

Massachusetts Mutual Life Insurance Company  
1500 Main Street, Suite 2100  
Springfield, Massachusetts, 01115-5189  
Attention: Mortgage Loan Administration  
Real Estate Finance Group

Re: 5000 Commerce Crossings Drive, Louisville, Kentucky

The undersigned, ELECTRONIC ARTS INC., a Delaware corporation, ("**Tenant**") understands that Massachusetts Mutual Life Insurance Company ("**Lender**") has made or will be making a loan (the "**Loan**") to US INDUSTRIAL REIT II, a Texas real estate investment trust ("**Landlord**") secured by a mortgage or deed of trust (the "**Mortgage**") encumbering the real property (the "**Property**") described on Exhibit A, attached hereto and made a part hereof. Tenant and Landlord entered into a lease agreement (as amended, the "**Lease**") dated April 1, 1999, by which Tenant leased from Landlord certain premises located at 5000 Commerce Crossings Drive, Louisville, Kentucky (the "**Leased Premises**"), and constituting a portion of the Property. Lessee desires to be able to obtain the advantages of the Lease and occupancy thereunder in the event of foreclosure of the Mortgage and Lender wishes to have Lessee confirm the priority of the Mortgage over the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. Tenant hereby subordinates all of its right, title and interest under the Lease to the lien, operation and effect of the Mortgage and any other mortgages on the Property to or for the benefit of Lender (as the same may be modified and/or extended from time to time) now or hereafter in force against the, and to any and all existing and future advances made under such Mortgage and any other mortgages to or for the benefit of Lender.
2. In the event that Lender becomes the owner of the Property by foreclosure, deed in lieu of foreclosure, or otherwise, Tenant agrees to unconditionally attorn to Lender and to recognize it as the owner of the Property and the Landlord under the Lease. The Lender agrees not to terminate the Lease or disturb or interfere with Tenant's possession of the Leased Premises during the term of the Lease, or any extension or renewal thereof, so long as Tenant is not in default under the Lease beyond applicable notice, grace and cure periods, if any.
3. Tenant agrees to commence paying all rents, revenues and other payments due under the Lease directly to Lender after Lender notifies Tenant that Lender is the owner and holder of the Loan and is invoking Lender's rights under the Loan documents to directly receive

---

from Tenant all rents, revenues and other payments due under the Lease. By making such payments to Lender, Tenant shall be deemed to have satisfied all such payment obligations to Landlord under the Lease.

4. This Agreement shall inure to the benefit of Lender's affiliates, agents, co-lenders and participants, and each of their respective successors and assigns (each a "**Lender Party**" and collectively, the "**Lender Parties**").

[END OF TEXT]

---

IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be duly executed as of the 22<sup>nd</sup> day of June, 2009.

TENANT:

ELECTRONIC ARTS INC., a Delaware corporation

By: /s/ Curt Wilhelm

Name: Curt Wilhelm

Title: VP, Global Real Estate & Facilities

LANDLORD:

US INDUSTRIAL REIT II, a Texas real estate investment trust

By: /s/ Stanley R. Alterman

Name: Stanley R. Alterman

Title: Executive Managing Director

LENDER:

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

By: Babson Capital Management LLC, its authorized agent

By: /s/ Victor Woolridge

Name: Victor Woolridge

Title: Managing Director

STATE OF California )  
 )  
COUNTY OF San Mateo )

On June 22, 2009, before me, Kathleen Manalang, Notary Public, personally appeared Curtis John Wilhelm, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: /s/ Kathleen Manalang  
Notary Public  
My Commissions Expires: October 21,  
2012

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF HAMPDEN )

On this, the 8<sup>th</sup> day of July 2009, before me, the undersigned party, personally appeared Victor Woolridge who acknowledged himself/herself to be a Managing Director of Babson Capital Management LLC, a Delaware limited liability company, and that he/she as such Managing Director being authorized to do so, executed the foregoing Subordination, Non-disturbance and Attornment Agreement for the purposes therein contained by signing the name of the corporation by himself/herself as Managing Director.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

/s/ Apryl Bovino  
Notary Public  
My Commission Expires: March 07, 2014

---

STATE OF Texas

)

) ss.

COUNTY OF Bexar

)

On this, the 26<sup>th</sup> day of June 2009, before me, the undersigned party, personally appeared Stanley R. Alterman who acknowledged himself/herself to be the Executive Managing Director of US INDUSTRIAL REIT II, a Texas real estate investment trust, and that he/she as such Executive Managing Director, being authorized to do so, executed the foregoing Subordination, Non-disturbance and Attornment agreement for the purposes therein contained by signing the name of the real estate investment trust by himself/herself as Executive Managing Director.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

/s/ Peggy Siefken

Notary Public

My Commissions Expires: 06-03-2010

**SECOND AMENDMENT TO LEASE**

**THIS SECOND AMENDMENT TO LEASE** (this “Second Amendment”), is made effective as of the 8<sup>th</sup> day of May, 2009 (the “Second Amendment Effective Date”), by and between **LIBERTY PROPERTY LIMITED PARTNERSHIP**, a Pennsylvania limited partnership (“Landlord”), and **ELECTRONIC ARTS-TIBURON, A FLORIDA CORPORATION** f/k/a Tiburon Entertainment, Inc. (“Tenant”).

**BACKGROUND:**

A. Landlord’s predecessor in interest, ASP WT, L.L.C., a Delaware limited liability company, and Tenant entered into that certain Lease for Space at Summit Park I, dated June 15, 2004 (the “Original Premises Lease”), with a Lease Commencement Date of January 1, 2005, and an expiration date of June 30, 2010, for 117,201 square feet in the building known as Maitland Summit Park I, located at 1950 Summit Park Drive, Maitland, Florida (the “Original Premises”).

B. Landlord and Tenant entered into that certain First Amendment to Lease, dated December 13, 2005 (the “First Amendment”) (with the Original Premises Lease and the First Amendment being together referred to as the “Original Lease”, and with the Original Lease, as modified by the terms and conditions of this Second Amendment, being hereafter collectively referred to as the “Lease”) for Building I and 23,163 square feet on the 6th Floor in the building known as Maitland Summit Park II, located at 1958 Summit Park Drive, Maitland, Florida (the “Expansion Premises”) (the Original Premises and the Expansion Premises are hereafter collectively the “Leased Premises”).

C. Landlord and Tenant desire to extend the Lease Term for an additional period of five (5) years and four (4) months with respect to the Original Premises and for an additional period of five (5) years with respect to the Expansion Premises, and provide for two (2) additional options to renew, each for a period of five (5) years

D. Tenant desires to have and Landlord has agreed to provide Tenant with the option to lease the 11,039 square foot suite currently occupied by ZOM, Inc., a Florida corporation, located in Building I (the “Second Expansion Premises”), to be effective no earlier than December 1, 2010 and no later than November 30, 2013, on the terms and conditions set forth below in this Second Amendment.

E. Landlord and Tenant desire to amend the Original Lease to extend the Lease Term, address the option for the Second Expansion Premises and to provide for certain other matters, all as set forth in this Second Amendment.

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Lease, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, agree as follows:

1. **Recitals; Capitalized Terms**. The recitals set forth above are true and correct and are incorporated herein by this reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Original Lease.

2. Definitions. Section 1.1 of the Original Lease is hereby deleted in its entirety and the following new Section 1.1 is inserted in place and in lieu thereof:

1.1 **DEFINITIONS**.

- a. **Leased Premises** shall mean those suites/floors within both the Original Premises and the Expansion Premises, and shall include the Second Expansion Premises if and when the option for the Second Expansion Premises is exercised by Tenant, subject to such other adjustments as are specifically contemplated and provided in the Lease.
- b. **Original Premises** shall mean those suites/floors within Building I as described in Schedule 1.
- c. **Expansion Premises** shall mean those suites/floors within Building II as described in Schedule 1.
- d. **Second Expansion Premises** shall mean those suites/floors within Building I as described in Section 5 of this Second Amendment.
- e. **Building** shall mean both Building I and Building II.
- f. **Building I** shall mean Maitland Summit Park I located at 1950 Summit Park Drive, Orlando, Florida 32801.
- g. **Building II** shall mean Maitland Summit Park II located at 1958 Summit Park Drive, Orlando, Florida 32801.
- h. **Project** shall mean both Building I and Building II, and the parking facilities and the property owned by Landlord on which the said buildings are located.
- i. **Tenant's Building I Square Footage** shall mean 117,201 rentable square feet (which shall increase to 128,240 rentable square feet if and when the option for the Second Expansion Premises is exercised by Tenant); **Total Building I Square Footage of Building I** shall mean 128,240 rentable square feet.
- j. **Tenant's Building II Square Footage** shall mean 23,163 rentable square feet; **Total Building II Square Footage of Building II** shall mean 128,934 rentable square feet.
- k. **Lease Commencement Date** shall mean January 1, 2005; **Lease Expiration Date** shall mean October 31, 2015, subject to extension for Renewal Term(s) as provided in Section 12.4 of this Lease; **Lease Term** shall mean the time period between and including the Lease Commencement Date and Lease Expiration Date.



- 
- l. **Extension Term** shall mean: (i) the time period between (and including) July 1, 2010 and October 31, 2015 with respect to Building I, and (ii) the time period between (and including) November 1, 2010 and October 31, 2015 with respect to Building II.
  - m. **Building I Base Rent** shall mean those amounts as set forth in Section 13.17 of this Lease, plus applicable sales tax, if any; but subject to adjustment as provided in this Lease.
  - n. **Building II Base Rent** shall mean those amounts as set forth in Section 13.17 of this Lease, plus applicable sales tax, if any; but subject to adjustment as provided in this Lease.
  - o. **Base Rent** shall mean Building I Base Rent and Building II Base Rent combined, together with base rent payable, if any, for the Second Expansion Premises by Tenant pursuant to this Lease, plus applicable sales tax.
  - p. **Tenant's Building I Pro Rata Share** shall mean 91.4%, but subject to adjustment should either or both of the options under Section 12.3 and/or Section 12.4 of this Lease be exercised.
  - q. **Tenant's Building II Pro Rata Share** shall mean 17.97%, but subject to adjustment should either or both of the options under Section 12.3 and/or Section 12.4 of this Lease be exercised.
  - r. **Tenant's Pro Rata Share** shall mean Tenant's Building I Pro Rata Share and Tenant's Building II Pro Rata Share combined.
  - s. **Deposit** Not used; there is no deposit; **Prepaid Rent** Not used; there is no Prepaid Rent.
  - t. **Permitted Purpose** shall mean general office use and such other ancillary uses as are specifically and expressly contemplated or permitted pursuant to this Lease.
  - u. **Authorized Number of Parking Spaces** shall mean: (i) with respect to Building I and the Original Premises, a minimum of 484 unreserved spaces at a rate of \$-0- per space per month, and (ii) with respect to Building II and the Expansion Premises, 4.5 parking spaces per 1,000 rentable square feet unreserved parking spaces in the Building II parking structure (i.e., 103 spaces), at a rate of \$-0- per space per month; provided, however, of the 103 Building II parking spaces, Landlord shall provide 4 reserved parking spaces, at no charge, at locations to be determined by Landlord in the Building II parking structure. In addition, Tenant may use additional parking spaces in the Building II parking structure in excess of the foregoing ratio without any additional consideration, provided that

---

Tenant's use of the same does not interfere with the use of such parking by other tenants of Building II. Once Landlord substantially completes construction of its next phase of development at Maitland Summit Park, the foregoing right of the Tenant to use additional parking within the Building II parking structure beyond the 4.5 parking spaces per 1,000 rentable square feet shall terminate and expire (provided, however, that during the construction period, Landlord may reduce such additional parking, if necessary, to accommodate the construction).

- v. **Managing Agent** shall mean Landlord.
- w. **Landlord's Mailing Address** : 2400 Lake Orange Drive, Suite 110, Orlando, Florida 32837, telephone: 407-447-1776, and fax: 407-888-3242. Copy to: Attn: General Counsel, 500 Chesterfield Parkway, Malvern, Pennsylvania 19355.
- x. **Tenant's Mailing Address** : 1950 Summit Park Drive, Orlando, Florida 32810, telephone: 407-386-4000, and fax: 407-386-4555, with copy to 209 Redwood Shores Parkway, Redwood City, California 94065, attn: Vice President, Global Real Estate.
- y. **Market Base Rent** shall mean market rents, tenant improvements, rent concessions and other typical and material financial lease terms for renewing tenants in similar Class A office space in Maitland, Florida.
- z. **Business Day** shall mean each weekday that the majority of Banks located in Orange County, Florida are open for business.

3. **Lease Term** . The Lease Term shall be extended for both the Original Premises and the Expansion Premises, for an additional sixty-four (64) months with respect to the Original Premises and for an additional sixty (60) months with respect to the Expansion Premises, with each terminating concurrently on the Lease Expiration Date of October 31, 2015, but subject to extension for Renewal Term(s) as provided in Section 12.4 of this Lease.

4. **Landlord Improvements** . During the Lease Term, Landlord will implement the following capital improvement projects for the Building: (A) by no later than June 1, 2009, Landlord will replace the roofing materials (and not structural components) for Building I, (B) by no later than June 1, 2009, Landlord will use diligent and commercially reasonable efforts to make any other repairs as may be reasonably necessary to correct and/or diminish to the extent practicable, any water leaks for Building II, (C) by no later than January 1, 2010, Landlord will (i) connect all unconnected and currently installed VAV's and HVAC units in the Leased Premises to the existing Energy Management System (EMS), (ii) connect all common area lighting to the EMS, (iii) allow Tenant to monitor and control the HVAC and lighting systems of the Leased Premises by means of the EMS, (iv) by no later than October 1, 2009, install a new fire panel for Building I, and until replaced, maintain the existing fire panel in working condition, (D) perform such repairs and maintenance to the cooling towers for Building I and install any requisite upgrades as commercially reasonable in order to keep such cooling towers in

working condition, and (E) such other capital improvements for the Building as may be deemed warranted by Landlord during the Lease Term in the exercise of commercially reasonable discretion, and consistent with Landlord's approved capital improvement budget, as may be modified from time to time, for the Leased Premises. These possible other capital improvements include, but are not limited to, the replacement of the cooling towers for Building I and Building II, and renovation and refurbishment of all Building restrooms on floors that are fully or partially occupied by Tenant. Such restroom renovations would include replacement of damaged tiles and replacement of existing faucets with automatic sensor faucets by October 1, 2009. Other such restroom renovations (to include replacement of sinks, mirrors, countertops, and fixtures of the type and quality selected by Landlord subject to reasonable approval by the Tenant) would be performed by Landlord within one and a half (1.5) years after the Second Amendment Effective Date. Any and all capital improvements made by Landlord as described in this Paragraph 4 shall be deemed the "Landlord's Additional Capital Improvements." Notwithstanding the foregoing, nothing in this Section 4 shall alleviate or diminish Landlord's maintenance obligations set forth in this Lease, and such maintenance activities shall include, without limitation, the repair of any non-working bathroom fixtures and other equipment in the Building restrooms on floors that are fully or partially occupied by Tenant.

5. Second Expansion Option. During the Lease Term, Tenant shall have the one (1) time right and option to lease ("Option to Lease") the 11,039 square feet suite in Building I currently occupied by ZOM, Inc. (the "Second Expansion Premises") commencing no earlier than December 1, 2010, which Second Expansion Premises are more particularly described and depicted on **Exhibit "A"** attached hereto and incorporated herein by this reference. If Tenant desires to exercise its Option to Lease, Tenant shall give Landlord written notice thereof ("Second Expansion Option Notice"), which Second Expansion Option Notice shall specify the date (being the date that is no later than ten (10) months and no earlier than six (6) months after the date of the Second Expansion Option Notice) on which Tenant desires its lease and occupancy of the Second Expansion Premises to commence. Notwithstanding the foregoing, Tenant shall not be entitled to exercise the Option to Lease effective after November 30, 2013. Within fifteen (15) Business Days after delivery of Tenant's Second Expansion Notice to Landlord, Landlord shall deliver to Tenant a proposed amendment to this Lease establishing the lease terms for the Second Expansion Premises (which proposed amendment shall be consistent with the terms and conditions of this Section 5, shall contain mutually satisfactory terms and shall be negotiated and executed by Landlord and Tenant in good faith). The foregoing Option to Lease: (i) is subject to there being no Tenant event of default under this Lease that is not cured within the applicable cure period and provided that Landlord has not given Tenant notice of default more than two (2) times during the immediately preceding twelve (12) months, (ii) is personal to Tenant and may not be assigned (except in the case of a permitted assignment or sublease of this Lease as provided in Section 6.4 of this Lease), and (iii) shall be available to and exercisable by the Tenant only when the Tenant is in actual possession and physical occupancy of the Leased Premises.

If Tenant exercises the Option to Lease, Landlord shall provide the Tenant Improvement Allowance (defined below) in the amount and for such purposes as provided in Section 9B of this Second Amendment. Upon exercise of Option to Lease, the lease term for the Second Expansion Premises shall commence on the date specified in the Second Expansion Option

Notice (being the date that is no later than ten (10) months and no earlier than six (6) months after the date of the Second Expansion Option Notice (the "Second Expansion Commencement Date"), and shall expire on the Lease Expiration Date. Base Rent, Operating Costs and other amounts due with respect to the Second Expansion Premises shall first become due on the Second Expansion Commencement Date. If the Second Expansion Commencement Date is not the first day of a calendar month, then Base Rent, Operating Costs and other amounts due under the Lease with respect to the Second Expansion Premises shall be apportioned on a per diem basis and shall be paid on or before the Second Expansion Commencement Date. The initial base rent for the Second Expansion Premises shall be an amount equal to the Building II Base Rent applicable as of the Second Expansion Commencement Date, and such Second Expansion space base rent shall be adjusted thereafter in amounts equal to the Building II Base Rent adjustments for the remaining time period of the Lease Term. Notwithstanding the foregoing, Tenant's right to lease the Second Expansion Premises is subject to the existing rights of Charles Schwab & Co., Inc. ("Schwab").

6. Parking for Second Expansion Premises. If Tenant exercises its Option to Lease as provided in Section 5 of this Second Amendment, then the parking deck for Building I will be designated for Tenant's exclusive use, on the same terms and conditions as provided in Schedule 5 attached to the Original Premises Lease.

7. Base Rent Adjustment. Section 13.17 of the Lease is hereby revised to include the following new paragraphs:

Subject to adjustment based on the determination of Operating Expenses pursuant to Section 3.3 of this Lease, Building I Base Rent shall be adjusted on the following dates and in the following manner (with Month 67 being July, 2010):

Period	Total Base Rent per Square Foot			Total Base Rent per Month			Total Base Rent for Period
	Rent	Operating Costs	Total	Rent	Operating Costs	Total	
Months 67-70	\$ 17.07	\$ 7.21	\$ 24.28	\$166,718.43	\$ 70,418.27	\$237,136.69	\$ 948,546.77
Months 71-82	\$ 15.50	\$ 7.76	\$ 23.26	\$151,384.63	\$ 75,789.98	\$227,174.61	\$ 2,726,095.26
Months 83-94	\$ 15.89	\$ 7.95	\$ 23.84	\$155,193.66	\$ 77,645.66	\$232,839.32	\$ 2,794,071.84
Months 95-106	\$ 16.28	\$ 8.16	\$ 24.44	\$159,002.69	\$ 79,696.68	\$238,699.37	\$ 2,864,392.44
Months 107-118	\$ 16.69	\$ 8.36	\$ 25.05	\$163,007.06	\$ 81,650.03	\$244,657.09	\$ 2,935,885.05
Months 119-130	\$ 17.11	\$ 8.57	\$ 25.68	\$167,109.09	\$ 83,701.05	\$250,810.14	\$ 3,009,721.68

Subject to adjustment based on the determination of Operating Expenses pursuant to Section 3.3 of this Lease, Building II Base Rent shall be adjusted on the following dates and in the following manner (with Month 55 being November, 2010):

Period	Total Base Rent per Square Foot			Total Base Rent per Month			Total Base Rent for Period
	Rent	Operating Costs	Total	Rent	Operating Costs	Total	
Months 55-66	\$ 15.50	\$ 6.57	\$ 22.07	\$ 29,918.88	\$ 12,681.74	\$ 42,600.62	\$ 511,207.41
Months 67-78	\$ 15.89	\$ 6.73	\$ 22.62	\$ 30,671.67	\$ 12,990.58	\$ 43,662.26	\$ 523,947.06
Months 79-90	\$ 16.28	\$ 6.91	\$ 23.19	\$ 31,424.47	\$ 13,338.03	\$ 44,762.50	\$ 537,149.97
Months 91-102	\$ 16.69	\$ 7.08	\$ 23.77	\$ 32,215.87	\$ 13,666.17	\$ 45,882.04	\$ 550,584.51
Months 103-114	\$ 17.11	\$ 7.25	\$ 24.36	\$ 33,026.58	\$ 13,994.31	\$ 47,020.89	\$ 564,250.68

8. Operating Costs. Section 3.3 of the Original Premises Lease and Section 4 of the First Amendment are hereby deleted in their entirety and the following new Section 3.3 is hereby inserted in place and in lieu thereof:

**3.3 OPERATING COSTS**. Tenant shall pay its share of Operating Costs in accordance with the terms and conditions of this Section 3.3, as follows:

- (A) For the purposes of this Section 3.3 and this Lease, the following terms shall have the following meanings and definitions:
- (i) “Operating Costs” shall mean all reasonable and actual expenses relating to the Leased Premises, the Building or the Project, including but not limited to: real estate taxes and assessments; gross rents, sales, use, business, corporation, franchise or other taxes (except income taxes); utilities not separately chargeable to other tenants; insurance premiums and (to the extent used) deductibles; maintenance, repairs and replacements; refurbishing and repainting; equipment, tools, materials and supplies; air conditioning, heating and elevator service; property management including typical market management fees; security; employees and contractors; resurfacing and restriping of walks, drives and parking areas; signs, directories and markers; landscaping; and snow and rubbish removal. Operating Costs shall not include expenses for legal services, real estate brokerage and leasing commissions, Landlord’s income taxes, income tax accounting, interest, depreciation, general corporate overhead, or capital improvements to the Building or Project except for capital improvements installed for the purpose of reducing or controlling expenses, or required by any governmental or other authority having or asserting jurisdiction over the Building or Project. If any expense, though paid in one year, relates to more than one calendar year, at option of Landlord, such expense may be proportionately allocated among such related calendar years. In the event that the Building is not fully leased during any calendar year, Landlord may make appropriate adjustments to the Operating Costs, using reasonable projections, to adjust such costs to an amount that would normally be expected to be incurred if the Building were 95% leased, and such adjusted costs shall be used for purposes of this Section 3.3. Landlord and Tenant hereby acknowledge and agree that the term “Operating Costs” as used in this Lease shall mean those defined Operating Costs for Building I and Building II, respectively. For purposes of calculating Tenant’s Pro Rata Share of any Operating Costs for each of Building I and Building II, the defined Operating Costs for Building I and the defined Operating Costs for Building II shall be calculated, treated, allocated and assessed separately, such that Tenant is obligated to pay, in accordance with the terms and conditions of this Section 3.3,

---

Tenant's Building I Pro Rata Share of any Operating Costs for Building I and Tenant's Building II Pro Rata Share of any Operating Costs for Building II. For the purposes of the calculation, assessment and payment of any Operating Costs pursuant to this Section 3.3, the term "Building" as used therein shall mean either Building I or Building II, as the case may be.

- (ii) "Base Year" shall mean: (i) the calendar year 2005 with respect to Building I; and (ii) the calendar year 2006 for Building II.
- (iii) "Excess Operating Costs" shall mean, during that portion of the Lease Term ending on (and including) October 31, 2010 (the "Remaining Original Lease Term"), any excess of (x) Operating Costs for any calendar year following the Base Year over (y) the actual Operating Costs of the Base Year.
- (iv) "Controllable Operating Costs" shall mean, during the Extension Term and any Renewal Term(s), common area maintenance, landscaping, HVAC maintenance and supplies, elevator maintenance, personnel for the Project, fire protection, pest extermination, management fee as long as management services are being provided by Landlord or an affiliate of Landlord, and other miscellaneous maintenance.
- (v) "Non-Controllable Operating Costs" shall mean, during the Remaining Original Lease Term, any Operating Costs, including without limitation, taxes, insurance and utilities, as well as other expenses, that increase by more than four percent (4%) per annum by reason of one or more Force Majeure event. During the Extension Term and any Renewal Term(s), "Non-Controllable Operating Costs" shall mean all Operating Costs that are not Controllable Operating Costs.
- (vi) "Operating Costs Cap" shall mean a maximum annual increase in the amount of Controllable Operating Costs equal to four percent (4%) per annum.
- (vii) "Force Majeure" shall mean any act of God, fire, natural disaster, accident, act of government, shortages of material or supplies or any other cause reasonably beyond the control of such party.
- (B) During the Remaining Original Lease Term, Tenant shall pay its share of Excess Operating Costs in accordance with the following terms of this Section 3.3(B):

Tenant shall pay, in equal monthly installments, Tenant's Pro Rata Share of any estimated Excess Operating Costs for each calendar

---

year, prorated for any partial calendar year, during the Remaining Original Lease Term. Annually, or from time to time, based on actual and projected Operating Cost data, Landlord may adjust its estimate of Operating Costs upward or downward. Within fifteen (15) days after notice to Tenant of a revised estimate of Operating Costs, Tenant shall remit to Landlord a sum equal to any shortage of the amount which should have been paid to date for the then current calendar year based on the revised estimate, and all subsequent monthly estimated payments shall be based on the revised estimate. Landlord shall cap controllable operating cost increases, constituting the Excess Operating Costs, to four percent (4%) per year, provided that such Operating Cost Cap shall not apply to Non-Controllable Operating Costs. Should the Force Majeure event subside and cease to affect Non-Controllable Operating Costs, such expenses shall be adjusted downward as appropriate and shall again be subject to the Operating Costs Cap in increases described above.

- (C) During that portion of the Lease Term subsequent to (and including) November 1, 2010 (the "Remainder Lease Term"), but not during the Remaining Original Lease Term, the Base Rent and Tenant's share of Operating Costs shall be governed by the following terms and conditions of this Section 3.3(C):

The Base Rent applicable during the Remainder Lease Term, as set forth in Section 13.17 of this Lease, has been calculated using an estimate of the Operating Costs. The Base Rent for the first year of the Remainder Lease Term shall be adjusted (increased or decreased) based on the actual 2009 Operating Costs, which shall expressly exclude the costs of Landlord's Additional Capital Improvements (and with calendar year 2009 being referred to as the "Remainder Base Year"). For example, if the 2009 Operating Costs for Building 1 are \$7.90 per square foot (instead of \$7.76 per square foot as estimated), the Base Rent shall be \$23.40 per square foot for Building I for the first year of the Remainder Lease Term. After such adjustment, Base Rent shall increase annually on the anniversary date of the Remainder Lease Term by two and one-half percent (2.5%), provided that Tenant's share of Operating Costs comprising a portion of the Base Rent will be subject to reconciliation for actual Operating Expenses as provided in Section 3.3 (D) below. For example, if the Base Rent had adjusted to \$23.40 per square foot for the first year of the Remainder Lease Term, the Base Rent would increase to \$23.99 per square foot for the second year, \$24.58 per square foot in the third year, etc. Operating Costs will be charged to the Tenant on a calendar year basis. During the Remainder Lease Term, Tenant shall pay

---

Tenant's Pro Rata Share of the amount of actual Operating Costs for such calendar year in excess of the Operating Costs for the Remainder Base Year, subject to the Operating Costs Cap.

In the event increases in Controllable Operating Costs exceed the Operating Costs Cap with respect to one or both of the Buildings, Landlord reserves the right to reduce the scope of services for such Building(s) so that the increases in Controllable Operating Costs do not exceed the Operating Costs Cap. In such event, Landlord shall use all commercially reasonable efforts to meet the cap on Controllable Operating Costs, including competitive bidding to at least three (3) service providers. Prior to any reduction in the scope of services, Landlord shall provide written notice of such reduction to Tenant, and Tenant shall have the right, by written notice to Landlord delivered no later than ten (10) Business Days after the date of Landlord's notice, to waive the cap and pay the additional increase in Controllable Operating Costs.

- (D) As soon as possible after the first day of each calendar year during the Lease Term, but no later than seventy-five (75) days thereafter, Landlord shall compute the actual Operating Costs for the prior calendar year, and shall give notice thereof to Tenant. Within thirty (30) days after receipt of such notice, Tenant shall pay any deficiency between estimated and actual in Tenant's Pro Rata Share of any Operating Costs for the prior calendar year (prorated for any partial calendar year at the beginning or end of the Lease Term). In the event of overpayment by Tenant, Landlord shall issue a check to Tenant within thirty (30) days for the amount of the overpayment. Tenant or its representatives shall have the right, upon reasonable notice, to examine Landlord's books and records with respect to the Operating Costs at the management office during normal business hours at any time within sixty (60) days following the delivery by Landlord to Tenant of the notice of actual Operating Costs. Tenant shall have an additional ten (10) days to file any written exception to any of the Operating Costs.
- (E) During the Lease Term, Operating Costs shall not include any cleaning supplies, or cleaning, janitorial and other similar services, for the Leased Premises or for the common areas of Building I. Tenant shall, at Tenant's sole expense, provide all such cleaning supplies and cleaning, janitorial and other similar services for the Leased Premises and for the common areas of Building I in a manner, level and with vendors acceptable to Landlord in the exercise of commercially reasonable discretion.



9. Tenant Improvements. The parties acknowledge and agree that Section 4.1 and 4.2 of the Original Premises Lease related to and applied to the previously completed improvements and tenant work with respect to the Original Premises, and that Section 5 of the First Amendment related to and applied to previously completed improvements and tenant work with respect to the Expansion Premises. Landlord agrees to provide additional allowances to Tenant to (i) refurbish the existing space in the Original Premises and the Expansion Premises, and (ii) provide Tenant with a tenant improvement allowance in the event Tenant exercises the Option to Lease. Accordingly, the following terms and conditions relate to the Tenant Work (defined below) to be completed with the Tenant Refurbishment Allowance (defined below) and to the Tenant work to be completed with the Tenant Improvement Allowance (defined below) provided with respect to the Second Expansion Premises, all as more particularly detailed below.

A. Tenant Refurbishment for Original Premises and Expansion Premises.

(1) Subject to Tenant's compliance with Section 9C below, Landlord shall pay to Tenant or to Tenant's contractors upon Tenant's request, as more specifically set forth below in this Section 9A, up to \$1,507,509.36 (\$10.74 per rentable square foot of the Leased Premises) for the hard costs, architectural fees and permitting fees (the "Tenant Refurbishment Allowance") for certain work to be performed upon the Leased Premises at the request of Tenant which is for the benefit of and under the control of Tenant (such work will be considered "Tenant Refurbishment"). The Tenant Refurbishment shall include any and all work with respect to the lobby, courtyard and café in Building I as described in Section 13.14 of the Lease. Tenant shall be solely responsible for any costs for the Tenant Refurbishment above the Tenant Refurbishment Allowance. The Tenant Refurbishment shall include those improvements detailed on Exhibit "C" attached hereto and incorporated herein by this reference (the "Proposed Tenant Refurbishment"); provided, however, that Tenant shall be allowed to reallocate the Tenant Refurbishment Allowance between the Proposed Tenant Refurbishment and other refurbishment improvements detailed on Exhibit "C", in Tenant's reasonable discretion with Landlord's prior written approval, which shall not to be unreasonably withheld, conditioned or delayed.

(2) Prior to proceeding to obtain permits for the Tenant Refurbishment, Tenant shall cause to be prepared and submitted to Landlord for approval (which approval shall not be unreasonably withheld, conditioned or delayed), all Plans and Specifications (defined below) necessary to construct and complete the Tenant Refurbishment. Upon obtaining Landlord's approval of such Plans and Specifications in accordance with the terms and provisions set forth in the following paragraph, Tenant may proceed to construct and complete the Tenant Refurbishment.

(3) Upon Landlord's receipt of the items set forth in the Section 9C below, Landlord shall within thirty (30) days remit to Tenant the Tenant Refurbishment Allowance; provided, however: (a) if the Tenant Refurbishment Allowance is less than the actual hard costs, architectural fees and permit fees for Tenant Refurbishment, Landlord shall only be responsible to pay to Tenant the actual hard costs, architectural fees and permit fees for the Tenant Refurbishment; and (b) in the event Tenant has not obtained a certificate of occupancy for the Tenant Refurbishment within forty-eight (48) months after the Second Amendment Effective Date, Landlord shall not be obligated to pay to Tenant the Tenant Refurbishment Allowance. Further, any improvements or construction to the Leased Premises, including, without limitation, the Tenant Refurbishment, shall not delay the payment of Rent or other amounts due by Tenant under the Lease.

---

B. Tenant Improvements for Second Expansion Premises.

(1) Subject to Tenant's compliance with Section 9C below, Landlord will provide Tenant with an allowance (the "Tenant Improvement Allowance") against the cost of the improvements to the Second Expansion Premises and against the fees and costs incurred by Tenant with respect to preparation of the Plans and Specifications for the Second Expansion Premises and all permit fees. The Tenant Improvement Allowance shall be Ten Dollars (\$10.00) per rentable square foot of the Second Expansion Premises (i.e., a total of One Hundred Ten Thousand Three Hundred Ninety and No/100 Dollars (\$110,390.00)). Landlord shall disburse and pay the Tenant Improvement Allowance to Tenant or to Tenant's contractors upon Tenant's request. Tenant shall be obligated to pay, when due, the cost of Tenant's Work to the extent that the same exceeds the Tenant Improvement Allowance.

(2) Subject to the provisions hereof, Tenant shall cause the construction and installation of all improvements to the Second Expansion Premises in accordance with the Approved Plans and Specifications, as hereinafter defined, and as necessary to permit Tenant to occupy same and conduct normal business operations (such improvements being referred to herein as "Tenant Expansion Work"). In connection with the Tenant Expansion Work, Tenant will have a construction manager (the "Construction Manager") who will serve as Tenant's representative in communicating and dealing with Landlord in the implementation, progress and completion of Tenant Expansion Work. Landlord agrees to work cooperatively with the Construction Manager, and all rights and obligations of the Tenant under this Section 9 may be performed, exercised and/or satisfied by or on behalf of Tenant by the Construction Manager.

(3) Within twenty (20) days after Tenant exercise of its Option to Lease, Tenant shall deliver to Landlord a proposed space plan for the Second Expansion Premises, and thereafter, the parties shall mutually approve a space plan for the Second Expansion Premises within thirty (30) days of Tenant's delivery of a proposed space plan to Landlord. Upon such agreement, the approved space plan shall be acknowledged by the parties in writing. Tenant shall then prepare detailed set of Plans and Specifications, which shall be based on the mutually approved space plan. The Plans and Specifications shall be prepared by Tenant's architect and engineer.

(4) Landlord has made no representations or warranties relating to the Second Expansion Premises; upon the exercise of Tenant's Option to Lease the Second Expansion Premises, Tenant will accept the Second Expansion Premises in its "as is" condition, Landlord assume no responsibility whatsoever, and shall not be liable, for the manufacturer's, architect's or engineer's design or performance of any structural, mechanical, electrical, or plumbing systems or equipment or any other matter set forth in the Plans and Specifications otherwise.

(5) Upon Landlord's receipt of the items set forth in the Section 9C below, Landlord shall within thirty (30) days remit to Tenant the Tenant Improvement Allowance, provided, however (a) if the Tenant Improvement Allowance is less than the actual hard costs, architectural fees and permit fees for the Tenant Expansion Work, Landlord shall only be responsible to pay to Tenant the actual hard costs, architectural fees and permit fees for the Tenant Expansion Work; and (b) in the event Tenant has not obtained a certificate of occupancy for the Tenant Expansion Work within forty-eight (48) months from the Second Expansion

---

Commencement Date, Landlord shall not be obligated to pay to Tenant the Tenant Refurbishment Allowance. Further, any improvements or construction to the Leased Premises, including, without limitation, the Tenant Expansion Work, shall not delay the payment of Rent or other amounts due by Tenant under the Lease

C. Completion of Tenant's Work.

(1) The Tenant's Refurbishment Work and any other improvements to be completed by Tenant with respect to the Original Premises and the Expansion Premises, and the Tenant Expansion Work for the Second Expansion Premises if Tenant exercises the Option to Lease, shall be considered for purposes of this Section 9 to be "Tenant's Work" All plans, specifications and other detailed construction drawings and material for any aspect of the Tenant Work that have to be submitted to Landlord for approval shall be deemed to be "Plans and Specifications". All Plans and Specifications approved or deemed approved by Landlord shall be "Approved Plans and Specifications".

(2) The Plans and Specifications for the Second Expansion Premises shall be subject to Landlord's review and approval, which shall not be unreasonably withheld. Landlord shall accept or notify Tenant of its objections to such Plans and Specifications within five (5) Business Days after receipt thereof; provided however, that if the Plans and Specifications for the Second Expansion Premises are substantially similar to and consistent with the current build out, finish and improvement of other portions of the Original Premises and the Expansion Premises, then such submittal will be presumed to be a submittal that Landlord would approve, and if Landlord has objections or disapproves such submittal, Landlord will detail with specificity the changes that are revisions that are required that are not related to the aspects that are substantially similar and consistent with current build out, finish and improvement of other portions of the Original Premises and the Expansion Premises. In the event Landlord fails to either accept the Plans and Specifications or notify Tenant of its objections to such Plans and Specifications within the five (5) Business Day time period, then the Plans and Specifications shall be deemed approved by Landlord. If the Plans and Specifications are not acceptable, Landlord shall notify Tenant in writing of the reasons for such disapproval and required revisions and amendments thereto, and Tenant shall have five (5) days after receipt of Landlord's notice thereafter to correct and revise and submit amended Plans and Specifications to Landlord for consideration. Once Landlord approves the Plans and Specifications, Tenant shall, within fifteen (15) days, provide Landlord with one (1) set of the Plans and Specifications which shall be signed and dated by both parties (and any changes to the Plans and Specifications shall be made only by written addendum signed by both parties).

(3) All inspections and approvals necessary and appropriate to complete Tenant's Work in accordance with the Approved Plans and Specifications and as necessary to obtain a certificate of use and occupancy as hereinafter provided are the responsibility of Tenant and its general contractor. Tenant shall arrange a meeting prior to the commencement of construction between Landlord, Tenant and Tenant's contractor for the purpose of organizing and coordinating the completion of Tenant's Work.

---

(4) All of Tenant's Work shall be completed in a good and workmanlike manner and shall be in conformity with the applicable building codes. All Tenant Work shall be performed in compliance with the terms of the Lease and pursuant to the Approved Plans and Specifications, and by qualified, licensed and insured contractors and subcontractors all as approved by Landlord ("Tenant's Contractors"). Tenant's Contractors shall carry insurance in such amounts as Landlord may reasonably require naming Landlord as additional insured. Tenant shall supervise and oversee the performance of the Tenant Refurbishment by Tenant's Contractors and Tenant hereby acknowledges and agrees that Landlord shall have no responsibility thereto nor is Landlord requiring said Tenant Refurbishment pursuant to this Lease. Tenant shall be responsible for obtaining any and all building permits or other authorizations required by any governmental authority in connection with Tenant Work.

(5) Upon substantial completion of Tenant's Work, Tenant shall furnish to Landlord:

(i) a certificate of use and/or occupancy issue by the appropriate governmental authority and other evidence due for work done and materials furnished in completing Tenant's Work have been paid; and

(ii) a notarized affidavit from Tenant's contractor(s) listing the amounts paid and stating that all amounts due for work done and materials furnished in completing Tenant's Work have been paid; and

(iii) release of lien from any subcontractor or material supplier that has given Landlord a Notice to Owner pursuant to Florida law; and

(iv) "as built" drawings of the Leased Premises, with a list and description of all work performed by the contractors, subcontractors, and material suppliers.

(6) In connection with the Tenant's Work, Tenant hereby specifically acknowledges and agrees that any improvements or modifications to the Leased Premises, including without limitation, the Second Expansion Premises and/or Building II required to bring the same into compliance with current applicable laws, rules, regulations and building codes, shall be at the sole cost of the Tenant and shall be included within the costs described in Section 8 above or in the approved budget for Tenant's Work constituting part of the Approved Plans and Specifications. For example, but not by way of limitation of the foregoing, Tenant shall be solely responsible at its cost for: any alteration or improvements required to bring the Second Expansion Premises into compliance with the Americans with Disabilities Act (ADA) or other laws, rules and regulations above existing ceilings within the Second Expansion Premises; correcting deficiencies in core walls and above the existing ceiling within the Second Expansion Premises, modifying egress lighting and adding battery pack lights, and additional wire supports for existing light fixtures. Tenant shall not be responsible for any alteration or improvements required to bring any common areas or other areas controlled by the Landlord within Building II (such as stairways, entrances, surroundings, and the lobby) into compliance with the Americans With Disabilities Act (ADA) or other laws, rules and regulations, unless such alterations or improvements are due to the Tenant Work or other improvements to be made under the terms of this Lease.

(7) No portion of the Leased Premises or the Project shall be subject to any liens for improvements made by Tenant. Tenant shall keep the Leased Premises and the Project free from any liens arising out of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Tenant. Tenant acknowledges that Landlord has filed a certain Statement by Property Owner Pursuant to Section 713.10, Florida Statutes Prohibiting Construction Liens, dated October 24, 2008 and recorded October 29, 2008 in Official Records Book 9782, Page 7029, Public Records of Orange County, Florida (the "Statement Prohibiting Construction Liens"), which applies to the Project. Tenant agrees to notify each of Tenant's contractors in writing that no portion of the Leased Premises or the Project shall be subject to any liens for improvements made by Tenant, and provide a copy of the Statement Prohibiting Construction Liens to each and every contractor engaged by Tenant for performance of any part of, or delivery of materials for, the Tenant Work, and will also require such contractors and material suppliers to provide a copy to each of their subcontractors and material suppliers.

10. Renewal Option. Section 12.4 of the Original Lease is hereby deleted in its entirety and the following new Section 12.4 is hereby inserted in place and in lieu thereof:

**12.4 RENEWAL OPTION**. Tenant shall have two (2) options to renew (each, an "Option to Renew") this Lease for five (5) years (each, a "Renewal Term"). If Tenant desires to exercise its Option to Renew, Tenant shall give Landlord written notice ("Renewal Notice") thereof on or before twelve (12) months prior to expiration of the Lease Term (or the Least Term as extended by a previously exercised Option to Renew). During the thirty (30) day period following Landlord's receipt of the Renewal Notice, Landlord and Tenant shall use reasonable efforts to negotiate a mutually agreeable Market Base Rent, as defined in 1.1, for the Renewal Term. The Market Base Rent shall be negotiated in light of then current terms for renewing tenants for comparable space, including market rents, term of renewal and operating expense pass-throughs. Within fifteen (15) Business Days after agreement by the Landlord and the Tenant on the Market Base Rent and other terms of the renewal, Landlord shall deliver to Tenant an amendment to this Lease extending this Lease on such terms. If the terms are acceptable to Tenant, then Tenant shall execute and deliver the amendment to Landlord, within twenty (20) Business Days following receipt of such amendment. The foregoing option and rights are (i) subject to there being no Tenant event of default under this Lease that is not cured within the applicable cure period and provided that Landlord has not given Tenant notice of default more than two (2) times during the immediately preceding twelve (12) months, (ii) personal to Tenant and may not be assigned (except in the case of a permitted assignment or sublease of this Lease as provided in Section 6.4 of this Lease), and (iii) shall be available to and exercisable by the Tenant only when the Tenant is in actual possession and physical occupancy of the Leased Premises. Time is of the essence in the exercise of Tenant's Option to Renew. Should Tenant fail to exercise such Option to Renew, execute and deliver any required documents, or perform any of its required obligations under this section, or should the parties be unable to agree on Market Base Rent for the Renewal Term, within the time periods set forth above, then this Option to Renew and any other rights of Tenant

---

under the Lease in the nature of options, shall be null and void, and the Lease shall terminate at the end of the then applicable Lease Term (or any applicable preceding Renewal Term).

11. Right of First Offer. Section 10 of the First Amendment is hereby deleted in its entirety.

Subject to the rights of Schwab, in the event that all or any portion of the rentable square feet of space located in Building I or Building II (in each case, the "Additional Space") becomes available for rental during the Lease Term, and provided that Landlord has not given Tenant notice of default more than two (2) times during the immediately preceding twelve (12) months, that there then exists no event of default by Tenant under this Lease nor any event that with the giving of notice and/or the passage of time would constitute a default, and that Tenant is the sole occupant of the Leased Premises (including the Expansion Premises and the Second Expansion Premises), Tenant shall have the right of first offer to lease any or all of the Additional Space, subject to the following:

(a) Landlord shall notify Tenant when the Additional Space first becomes available for rental and Tenant shall have seven (7) days following receipt of such notice within which to notify Landlord in writing that Tenant is interested in negotiating terms for leasing such Additional Space and to have its offer considered by Landlord prior to the leasing by Landlord of the Additional Space to a third party. If Tenant notifies Landlord within such time period that Tenant is so interested, then Landlord and Tenant shall have thirty (30) days following Landlord's receipt of such notice from Tenant within which to negotiate, in good faith, mutually satisfactory terms for the leasing of the Additional Space by Tenant and to execute an amendment to this Lease incorporating such terms or a new lease for the Additional Space.

(b) If Tenant does not notify Landlord within such seven (7) day time period of its interest in leasing the Additional Space, or if Tenant does not execute such Lease amendment within such thirty (30) days, if applicable, then this right of first offer to lease the Additional Space will lapse and be of no further force or effect and Landlord shall have the right to lease the Additional Space to any other party on any terms and conditions acceptable to Landlord.

(c) This right of first offer to lease the Additional Space is a one-time right if and when each Additional Space first becomes available, is personal to Tenant and is non-transferable to any assignee or sublessee (regardless of whether any such assignment or sublease was made with or without Landlord's consent) or other party.

12. Right of First Refusal. Landlord and Tenant hereby acknowledge and agree that the ROFR set forth in Section 13.20 of the Original Lease is hereby terminated, shall not apply to, and shall be of no further force and effect whatsoever with respect to, the Second Expansion Space, or any other space of Landlord.

13. Lobby/Courtyard Use . Section 13.14 of the Original Lease is hereby deleted in its entirety and the following new Section 13.14 is hereby inserted in place and in lieu thereof:

**13.14 LOBBY/COURTYARD USE** . Tenant shall, upon Landlord's prior written approval, which shall not to be unreasonably withheld, conditioned or delayed, have the right to use the Building I lobby for display purposes in connection with Tenant's business, including without limitation Tenant's own furnishings, electronic screens and kiosks, subject to Landlord's prior approval, provided such use and display is deemed by Landlord to be in good taste, as determined in Landlord's reasonable discretion, and such use or displays do not interfere with any other tenant's rights and does not constitute a nuisance. As long as Tenant occupies the entire first (1st) floor of Building I, Tenant will have the exclusive use of (at no additional cost) the courtyard area on the east side of Building I and may make improvements to suit its needs subject to Landlord's reasonable approval. Tenant also may install and operate a café in the lobby of Building I, or in another location in Building I approved by Landlord. The location, design and construction of the café improvements shall be subject to Landlord's prior approval, which shall not be unreasonably withheld, conditioned or delayed. Landlord also agrees to the operation of a "Starbucks" type coffee service in the café to service employees and guests of tenants. Tenant shall install and maintain any such items at Tenant's sole cost and expense, and Tenant shall, at Tenant's sole cost and expense, remove any such items and restore the Building I lobby and courtyard to its original condition upon the expiration of the Lease Term, or earlier termination of this Lease. The approval and construction of the café and other improvements described in this paragraph shall be governed by the applicable terms and provisions of the Lease, as amended.

14. Additional Common Areas . Landlord intends to install a fitness center and showers, common seating and food services ("Additional Common Facilities") in the new building being constructed by Landlord in Maitland Summit Park. Tenant shall have the right to use the Additional Common Facilities on a non-exclusive, first come-first served basis in common with other tenants (and authorized parties) of the Project and of the new building in Maitland Summit Park. Landlord does not guaranty any level of service or facilities, and reserves the right to change, modify, add to, diminish or terminate any or all of the Additional Common Facilities at any time without notice to Tenant.

15. Downsizing Option . Section 12.3 of the Original Lease is hereby deleted in its entirety and the following new Section 12.3 is hereby inserted in place and in lieu thereof:

**DOWNSIZING OPTION** . Tenant shall have a one time right to terminate a portion of the Leased Premises consisting of one full floor of the Leased Premises or the partial third (3<sup>rd</sup>) floor occupied in Building I (a "Terminated Floor") any time following the thirty-sixth (36th) month of the Extension Term by providing nine (9) months prior written notice to Landlord ("Downsizing Notice"), and, simultaneous with the delivery of the Downsizing Notice to Landlord, paying a termination fee equal to the sum of (a) unamortized tenant improvement costs with respect to such floor as reasonably determined by Landlord, plus (b) four (4) months' Base Rent applicable to the Terminated Floor in the amount in effect at the effective date of such termination. The foregoing option to downsize: (i) is subject to there being no event of default by Tenant under this Lease at the time

---

such option is exercised that is not cured within the applicable cure period and provided that Landlord has not given Tenant notice of default more than two (2) times during the immediately preceding twelve (12) months, and (ii) is personal to Tenant and may not be assigned (except in the case of a permitted assignment or sublease of this Lease as provided in Section 6.4 of this Lease). Upon Tenant properly exercising its downsizing option set forth in this paragraph, the number of parking spaces allocated to Tenant shall be reduced proportionately.

16. Market Analysis. Upon Tenant's delivery to Landlord of a written request for reimbursement, Landlord shall reimburse Tenant within twenty (20) days of Tenant's request for reimbursement, up to \$10,000.00 of the cost incurred by Tenant to engage a third party consultant to provide information and research on the commercial real estate market.

17. Brokerage Commissions. Tenant and Landlord each represents to the other that no broker or agent was instrumental in procuring or negotiating or consummating this Second Amendment, and Tenant and Landlord each agree to defend, indemnify and hold harmless the other party against any loss, cost, expense or liability for any compensation, commission, fee or charge, including reasonable attorney's fees, resulting from any claim of any other broker, agent or finder claiming under or through the indemnifying party in connection with this Second Amendment or its negotiation.

18. Reaffirmation of Guaranty. Landlord has required Tenant to obtain for Landlord's benefit an unconditional guaranty of Tenant's performance of its obligations pursuant to the Lease, by Tenant's parent company, Electronic Arts, Inc. ("Guarantor"). Guarantor executed and delivered to Landlord a certain Guaranty at the time of Tenant's execution of the Original Lease. As a condition to and as additional consideration for Landlord entering into this Second Amendment, Guarantor shall provide the Reaffirmation of Guaranty set forth on **Exhibit "B"** attached hereto and incorporated herein by this reference, upon execution of this Second Amendment by Tenant.

19. Effect of Amendment; Conflict. Except as otherwise expressly modified or amended by this Second Amendment, the Lease remains in full force and effect in accordance with its terms. In the event of a conflict between the terms and provisions of this Second Amendment and the Lease, the terms and provisions of this Second Amendment shall control and be given effect. This Second Amendment shall be binding upon and inure to the benefit of the Landlord and the Tenant and their respective successors and assigns.

20. Deletion of Provisions. Landlord and Tenant hereby acknowledge and agree that the following sections of the First Amendment are hereby terminated and of no further force and effect whatsoever: Section 1.1, Section 5, Section 12 and Section 15.

21. Counterparts; Facsimile Copies. This Second Amendment may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original, but all of which shall constitute one and the same instrument. To facilitate execution, the parties agree that this Second Amendment may be executed and telecopied to the other party and that an executed telecopy shall be binding and enforceable as an original.



---

22. Effective Date. The “Second Amendment Effective Date” shall be the date on which the last of the Landlord or the Tenant executed this Second Amendment and delivered a signed copy to the other party. The Second Amendment Effective Date shall be inserted into the first paragraph of this Second Amendment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment intending to be bound as of the day and year first above written.

Witnesses:

/s/ Anne K. Toal  
Signature

Anne K. Toal  
Print Name

/s/ Debbie Tornwall  
Signature

Debbie Tornwall  
Print Name

/s/ Curt Wilhelm  
Signature

Curt Wilhelm  
Print Name

/s/ Gabrielle Toledano  
Signature

Gabrielle Toledano  
Print Name

/s/ Suzanne Petruno  
Signature

Suzanne Petruno  
Print Name

/s/ Claire Cahill  
Signature

Claire Cahill  
Print Name

**LANDLORD:**

**LIBERTY PROPERTY LIMITED PARTNERSHIP**, a  
Pennsylvania limited partnership

**By:** **LIBERTY PROPERTY TRUST**,  
its sole general partner

**By:** /s/ Robert Goldschmidt  
**Name:** Robert Goldschmidt  
**Title:** Senior Vice President  
**Date:** May 7, 2009

**TENANT:**

**ELECTRONIC ARTS-TIBURON, A FLORIDA  
CORPORATION**

**By:** /s/ Steve Bené  
**Name:** Steve Bené  
**Title:** Secretary & Director  
**Date:** April 21, 2009

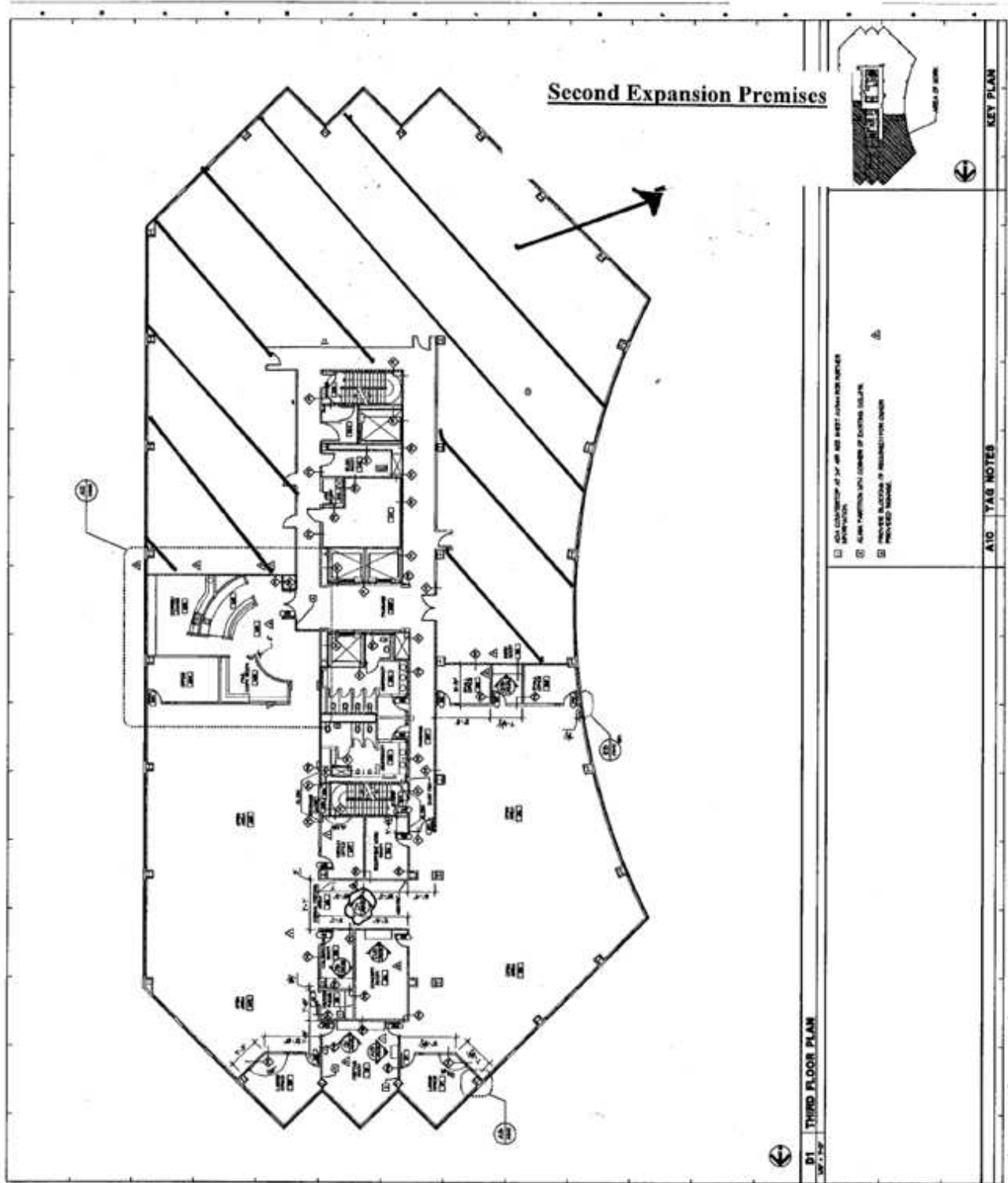
**LANDLORD:**

**Liberty Property Limited Partnership**

**By:** Liberty Property Trust, Sole General Partner

**By:** /s/ George J. Alburger, Jr.  
**Name:** George J. Alburger, Jr.  
**Title:** Chief Financial Officer  
**Date:** \_\_\_\_\_

**EXHIBIT "A"**  
**TO**  
**SECOND AMENDMENT TO LEASE**  
**Site Plan Showing Second Expansion Premises**



**EXHIBIT "B"**  
**TO**  
**SECOND AMENDMENT TO LEASE**  
**REAFFIRMATION OF GUARANTY**

The undersigned Guarantor previously provided a certain Guaranty to Landlord in conjunction with the Original Lease, as defined in the foregoing Second Amendment. By executing this Reaffirmation of Guaranty, the undersigned Guarantor hereby consents to the terms and conditions of the foregoing Second Amendment, and ratifies and reaffirms the terms and conditions of the Guaranty, which Guaranty shall remain in full force and effect. The Guarantor hereby waives any defense to its obligations under the Guaranty based upon or arising out of the modifications to the Lease as provided in the First Amendment or in the foregoing Second Amendment. Notwithstanding any language contained in the Guaranty, Guarantor, to the extent permitted by law, waives any claim or other right which such Guarantor might now have or hereafter may acquire against Tenant, which arises from the existence or performance of such Guarantor's liability or other obligations under the Guaranty.

IN WITNESS WHEREOF, the undersigned has executed the Reaffirmation of Guaranty on the date written below intending to be bound as of the Second Amendment Effective Date.

**GUARANTOR :**

**ELECTRONIC ARTS, INC.**

By:  /s/ Steve Bené

Name: Steve Bené

Title: SVP/General Counsel

Date: April 21, 2009

---

**EXHIBIT "C"**  
**TO**  
**SECOND AMENDMENT TO LEASE**

**PRELIMINARY TENANT REFURBISHMENT SCHEDULE**

Replace UPS Batteries – Building I  
Replace Condenser – Building I  
Window Protection – both Building I and Building II  
Patio Improvements  
Supplemental HVAC power protection/backup  
Refurbish UPS system  
HVAC tonnage for Servers  
Replacement of Carpet – Building I and Building II  
Cubicle Reconfigurations, Removal, Reinstallation, other  
Café/Coffee Kiosk/service area  
Loading Dock Door  
FF&E / Millwork Refurbishment/Paint/Other  
Other refurbishment of facilities

**Awareness Letter of KPMG LLP, Independent Registered Public Accounting Firm**

The Board of Directors  
Electronic Arts Inc.:

With respect to the subject registration statement on Form S-8 (Nos. 33-66836, 33-55212, 33-53302, 33-41955, 33-82166, 33-61783, 333-09683, 333-32239, 333-32771, 333-60513, 333-60517, 333-84215, 333-39432, 333-44222, 333-67430, 333-99525, 333-107710, 333-117990, 333-120256, 33-127156, 333-131933, 333-138532, 333-145182, 333-148596, and 333-152757) and the registration statement on Form S-3 (No. 333-155409), of Electronic Arts Inc., we acknowledge our awareness of the incorporation by reference therein of our report dated August 10, 2009 related to our review of interim financial information included in Form 10-Q for the quarterly period ended July 4, 2009.

Pursuant to Rule 436 under the Securities Act of 1933 (the Act), such report is not considered part of a registration statement prepared or certified by an independent registered public accounting firm, or a report prepared or certified by an independent registered public accounting firm within the meaning of Sections 7 and 11 of the Act.

/s/ KPMG LLP

Mountain View, California  
August 10, 2009

**ELECTRONIC ARTS INC.****Certification of Chief Executive Officer  
Pursuant to Rule 13a-14(a) of the Exchange Act  
As Adopted Pursuant to  
Section 302 of the Sarbanes-Oxley Act of 2002**

I, John S. Riccitiello, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Electronic Arts Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: August 10, 2009

By: /s/ John S. Riccitiello  
John S. Riccitiello  
Chief Executive Officer

**ELECTRONIC ARTS INC.****Certification of Executive Vice President, Chief Financial Officer  
Pursuant to Rule 13a-14(a) of the Exchange Act  
As Adopted Pursuant to  
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Eric F. Brown, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Electronic Arts Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: August 10, 2009

By: /s/ Eric F. Brown  
Eric F. Brown  
Executive Vice President,  
Chief Financial Officer



**ELECTRONIC ARTS INC.**

**Certification of Chief Executive Officer  
Pursuant to 18 U.S.C. Section 1350  
As Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of Electronic Arts Inc. on Form 10-Q for the period ended June 30, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John S. Riccitiello, Chief Executive Officer of Electronic Arts Inc., certify, pursuant to 18 USC Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 ("Section 906"), that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Electronic Arts Inc. for the periods presented therein.

/s/ John S. Riccitiello

---

John S. Riccitiello  
Chief Executive Officer  
Electronic Arts Inc.

August 10, 2009

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Electronic Arts and will be retained by Electronic Arts and furnished to the Securities and Exchange Commission or its staff upon request.

**ELECTRONIC ARTS INC.**

**Certification of Executive Vice President, Chief Financial Officer  
Pursuant to 18 U.S.C. Section 1350  
As Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of Electronic Arts Inc. on Form 10-Q for the period ended June 30, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Eric F. Brown, Executive Vice President and Chief Financial Officer of Electronic Arts Inc., certify, pursuant to 18 USC Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 ("Section 906"), that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Electronic Arts Inc. for the periods presented therein.

/s/ Eric F. Brown

Eric F. Brown  
Executive Vice President,  
Chief Financial Officer  
Electronic Arts Inc.

August 10, 2009

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Electronic Arts and will be retained by Electronic Arts and furnished to the Securities and Exchange Commission or its staff upon request.