

STANDARD FORM OF OFFICE LEASE
The Real Estate Board of New York, Inc.
15th day of **October** in the year of **2015** between

Agreement of Lease, made
SOHO THOMPSON REALTY LLC, 54 Thompson Street, New York, NY 10012

party of the first part, hereinafter referred to as OWNER, and

VISUALHOUSE USA, LLC On party of the second part, hereinafter referred to as TENANT,
Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner **Entire 3rd Floor**
in the building known as **54 Thompson Street**
the Borough of **Manhattan**

, City of New York, for the term of **five (5) years**

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the
1st day of **November** in the year **2015**, and to end on the
31st day of **October** in the year **2020** and

both dates inclusive, at an annual rental rate of *see Clause 38 attached rider for base rentals*

which Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any setoff or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

- Rent:** 1. Tenant shall pay the rent as above and as hereinafter provided.
Occupancy: 2. Tenant shall use and occupy the demised premises for **Executive & Administrative Office.**

Tenant Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises, by using contractors or mechanics first approved in each instance by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner, and Tenant agrees to carry, and will cause Tenant's contractors and sub-contractors to carry, such worker's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within thirty days thereafter, at Tenant's expense, by payment or filing a bond as permitted by law. All fixtures and all paneling, partitions, railings and like installations, installed in the demised premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's right thereto and to have them removed by Tenant, in which event the same shall be removed from the demised premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner title to, or to prevent Tenant's removal of, trade fixtures, moveable office furniture and equipment, but upon removal of same from the demised premises or upon removal, of other installations as may be required by Owner. Tenant shall immediately, and at its expense, repair and restore the demised premises to the condition existing prior to any such installations, and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the demised premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the demised premises by Owner, at Tenant's expense. Tenant to have right to make non-structural alterations, decorations, or alterations costing less than \$100,000 without Owner's prior consent. All installations made by Tenant remain Tenant's property-right to remove (tenant to repair the damage). No obligation to remove at end of term Tenant's work. On initial work, get approval upfront-no charge for Owner review on initial Tenant work.

Maintenance and Repairs: 4. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein. Tenant shall be responsible for all damage or injury to the demised premises or any other part of the building and the systems and equipment thereof, whether requiring structural or nonstructural repairs caused by, or resulting from, carelessness, omission, neglect or improper conduct of Tenant, Tenant's subtenants, agents, employees, invitees or licensees, or which arise out of any work, labor, service or equipment done for, or supplied to, Tenant or any subtenant, or arising out of the installation, use or operation of the property or equipment of Tenant or any subtenant. Tenant shall also repair all damage to the building and the demised premises caused by the moving of Tenant's fixtures, furniture and equipment, Tenant shall promptly make, at Tenant's expense, all repairs in and to the demised premises for which Tenant is responsible, using only the contractor for the trade or trades in question, selected from a list of at least two contractors per trade submitted by

and for no other purpose.
Owner. Any other repairs in or to the building or the facilities and systems thereof, for which Tenant is responsible, shall be performed by Owner at the Tenant's expense. Owner shall maintain in good working order and repair the exterior and the structural portions of the building, including the structural portions of the demised premises, and the public portions of the building interior and the building plumbing, electrical, heating and ventilating systems (to the extent such systems presently exist) serving the demised premises. Tenant agrees to give prompt notice of any defective condition in the demised premises for which Owner may be responsible hereunder. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or others making repairs, alterations, additions or improvements in or to any portion of the building or the demised premises, or in and to the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall not be entitled to any setoff or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 shall not apply in the case of fire or other casualty, which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the Labor Law or any other applicable law, or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance, Floor Loads: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters, Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, whether or not arising out of Tenant's use or manner of use thereof, (including Tenant's permitted use), with

respect to the building if arising out of Tenant's use or manner of use of the demised premises or the building (including the use permitted under the lease). Nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has, by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant may, after securing Owner to Owner's satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorneys' fees, by cash deposit or by surety bond in an amount and in a company satisfactory to Owner, contest and appeal any such laws, ordinances, orders, rules, regulations or requirements provided same is done with all reasonable promptness and provided such appeal shall not subject Owner to prosecution for a criminal offense, or constitute a default under any lease or mortgage under which Owner may be obligated, or cause the demised premises or any part thereof to be condemned or vacated. Tenant

shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner with respect to the demised premises or the building of which the demised premises form a part, or which shall or might subject Owner to any liability or responsibility to any person, or for property damage. Tenant shall not keep anything in the demised premises, except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the demised premises in a manner which will increase the insurance rate for the building or any property located therein over that in effect prior to the commencement of Tenant's occupancy. Tenant shall pay all costs, expenses, fines, penalties, or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article, and if by reason of such failure the fire insurance rate shall, at the beginning of this lease, or at any time thereafter, be higher than it otherwise would be, then, Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or the demised premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rates then applicable to said premises. Tenant shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Owner's judgment, to absorb and prevent vibration, noise and annoyance. Premises in compliance with all environmental law.

Generally, to be Owner's responsibility, at Owner's expense, unless caused by Tenant's "manner of use" (compare with manner of "use")

Subordination: 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the demised premises are a part, and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall from time to time execute promptly any certificate that Owner may request.

Property Loss, Damage Reimbursement Indemnity: 8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by, or due to, the negligence of Owner, willful misconduct or omission of its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building, or caused by operations in construction of any private, public or quasi public work. If at any time any windows of the demised premises are temporarily closed, darkened or bricked up (or permanently closed, darkened or bricked up, if required by law) for any reason what so ever including, but not limited to, Owner's own acts, Owner shall not be liable for any damage Tenant may sustain thereby, and Tenant shall not be entitled to any compensation therefor, nor abatement or diminution of rent, nor shall the same release Tenant from its obligations hereunder, nor constitute an eviction. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agents, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee of any subtenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Destruction, Fire and Other Casualty: 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner, and this lease shall continue in full force and effect except as hereinafter set forth, (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by, and at the expense of, Owner, and the rent and other items of additional rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty, according to the part of the demised premises which is usable, (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent and other items of additional rent, as hereinafter expressly provided, shall be proportionately paid up to the time of the casualty, and thenceforth shall

cease until the date when the demised premises shall have been repaired and restored by Owner (or if sooner reoccupied in part by Tenant then rent shall be apportioned as provided in subsection (b) above), subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant, given within ninety (90) days after such fire or casualty, or thirty (30) days after adjustment of the insurance claim for such fire or casualty, whichever is sooner, specifying a date for the expiration of the lease, which date shall not be more than sixty (60) days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease, and Tenant shall forthwith quit, surrender and vacate the demised premises without prejudice however, to Landlord's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date, and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the demised premises as promptly as reasonably possible, all of Tenant's salvageable inventory and moveable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the demised premises are substantially ready for Tenant's occupancy, (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, including Owner's obligation to restore under subparagraph (b) above, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible, and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery with respect to subparagraphs (b), (d), and (e) above, against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver herein referred to shall be deemed to include any loss or damage to the demised premises and/or to any personal property, equipment, trade fixtures, goods and merchandise located therein. The foregoing release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. If, and to the extent, that such waiver can be obtained only by the payment of additional premiums, then the party benefiting from the waiver shall pay such premium within ten days after written demand or shall be deemed to have agreed that the party obtaining insurance coverage shall be free of any further obligation under the provisions hereof with respect to waiver of subrogation. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant, and agrees that Owner will not be obligated to repair any damage thereto or replace the same, (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Under certain circumstances (e.g. total destruction of premises) Tenant to have right to cancel (esp. if event is in last year or two of term) to be determined by the insurance Company.

Eminent Domain: 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding, and Tenant shall have no claim for the value of any unexpired term of said lease, and assigns to Owner, Tenant's entire interest in any such award. Tenant shall have the right to make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment, provided Tenant is entitled pursuant to the terms of the lease to remove such property, trade fixture and equipment at the end of the term, and provided further such claim does not reduce Owner's award.

Assignment, Mortgage, Etc.: 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. Transfer of the majority of the stock of a corporate Tenant or the majority partnership interest of a partnership Tenant shall be deemed an assignment. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, under letting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or under letting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or under letting.

Electric Current: 12. Rates and conditions in respect to sub metering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation, and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises: 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to the demised premises or to any other portion of the building or which Owner may elect to perform. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein, provided they are concealed within the walls, floor, or ceiling. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction, nor shall the Tenant be entitled to any abatement of rent while

such work is in progress, nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof, Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term, for the purpose of showing the same to prospective tenants. If Tenant is not present to open and permit an entry into the demised premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly, and provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation, and such act shall have no effect on this lease or Tenant's obligations hereunder.

Owner to use all reasonable effort not to interfere with conduct of Tenant's business.

Vault, Vault Space, Area: 14. No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building, is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

Occupancy: 15. Tenant will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the demised premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the demised premises, and Tenant agrees to accept the same subject to violations, whether or not of record.

Bankruptcy: 16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Owner by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the demised premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages, an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination, and the fair and reasonable rental value of the demised premises for the period for which such installment was payable, shall be discounted to the date of termination at the rate of four percent (4%) per annum. If such date of termination at the rate of four percent (4%) per annum. If such demised premises or any part thereof be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the demised premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for an amount as liquidated damages, by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than, the amount of the difference referred to above.

Default: 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent; or if any execution or attachment shall be issued against Tenant or any of Tenant's property, whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under §365 of Title 11 of the U.S. Code (Bankruptcy Code); or if Tenant shall fail to move into or take possession of the demised premises within thirty (30) days after the commencement of the term of this lease, then, in any one or more of such events, upon Owner serving a written fifteen (15) days notice upon Tenant specifying the nature of said default, and upon the expiration of said fifteen (15) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said fifteen (15) day period, and if Tenant shall not have diligently commenced curing such default within such fifteen (15) day period, and shall not thereafter with reasonable diligence and in good faith, proceed to remedy or cure such default, then Owner may serve a written five (5) days notice of cancellation of this lease upon Tenant, and upon the expiration of said five (5) days this lease and the term hereunder shall end and expire as fully and completely as if the expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof, and Tenant shall then quit and surrender the demised premises to Owner, but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein, or any item of additional rent herein mentioned, or any part of either, or in making any other payment herein required; then, and in any of such events, Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of the demised premises, and remove their effects and hold the demised premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to file date fixed as the commencement of any

renewal or extension of this lease, Owner may cancel and terminate such renewal or extension agreement by written notice. Notice of opportunity to cure before being held in default, especially as to rent.

Remedies of expiration 18. In case of any such default, re-entry, and/or dispossess by summary proceedings or other wise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossess and/or expiration, (b) Owner may re-let the demised premises or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease, and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay to Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the demised premises, or any part or parts thereof, shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, reasonable attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease, and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Owner to collect the deficiency for any subsequent month by a similar proceeding. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgment, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rents collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Owner obtaining possession of the demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease, or otherwise.

Fees and Expenses: 19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under, or by virtue of, any of the terms or provisions in any article of this lease, after notice, if required, and upon expiration of any applicable grace period, if any, (except in an emergency), then, unless otherwise provided elsewhere in this lease, Owner may immediately, or at any time thereafter and without notice, perform the obligation of Tenant hereunder. If Owner, in connection with the foregoing, or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to reasonable attorneys' fees, in instituting, prosecuting, then Tenant will reimburse Owner for such sums so paid, or obligations incurred, with interest and costs. The foregoing expenses incurred by reason of Tenant's default shall be deemed to be additional rent hereunder, and shall be paid by Tenant to Owner within ten (10) days of rendition of any bill or statement to Tenant therefore. If Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner, as damages. Fees & expenses must be reasonable.

Building Alterations and Management: 20. Owner shall have the right at any time without the same constituting an eviction and out incurring liability to Tenant therefore, to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the building, and to change the name, number or designation by which the building may be known. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or other Tenants making any repairs in the building or any such alterations, additions and improvements. Furthermore, Tenant shall not have any claim against Owner by reason of Owner's imposition of such controls of the manner of access to the building by Tenant's social or business visitors as the Owner may deem necessary for the security of the building and its occupants.

No Representations 21. Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the demised premises, except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise, except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition and agrees to take the same "as-is", and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such

possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant, and any executor agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executor agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

End of the Term: 22. Upon the expiration or other termination of this lease, Tenant shall quit and surrender to Owner the demised premises, "broom-clean", in good order and condition, ordinary wear and damages which Tenant is not required to repair as provided elsewhere in this lease excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday, unless it be a legal holiday, in which case it shall expire at noon on the preceding business day.

Quiet Enjoyment: 23. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, never-

theless, to the terms and conditions of this lease including, but not limited to, Article 31 hereto, and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

Failure to Give Possession: 24. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the demised premises are located in a building being constructed, because such building has not been sufficiently completed to make the demised premises ready for occupancy, or because of the fact that a certificate of occupancy has not been procured, or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for Owner's inability to obtain possession or complete construction) until after Owner shall have given Tenant written notice that the Owner is able to deliver possession in condition required by this lease. If permission is given to Tenant to enter into possession of the demised premises, or to occupy premises other than the demised premises, prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except the obligation to pay the fixed annual rent set forth in the preamble to this lease. The provisions of this article are intended to constitute an express provision to the contrary within the meaning of Section 223-a of the New York Real Property Law.

No Waiver: 25. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this lease or of any of the Rules or Regulations, set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent and/or additional rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach, and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed an acceptance of a surrender of the demised premises, and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said premises prior to the termination of the lease, and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the demised premises.

Waiver of Trial by Jury: 26. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with, this lease, the relationship of Owner and Tenant, Tenant's use of, or occupancy of, the demised premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding or action for possession, including a summary proceeding for possession of the demised premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, including a counterclaim under Article 4, except for statutory mandatory counterclaims.

Inability to Perform: 27. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease, or to supply, or is delayed in supplying, any service expressly or impliedly to be supplied, or is unable to make, or is delayed in making, any repair, additions, alterations, or decorations, or is unable to supply, or is delayed in supplying, any equipment, fixtures, or other materials, if Owner is prevented or delayed from so doing by reason of strike or labor troubles or any cause whatsoever including, but not limited to, government preemption or restrictions, or by reason of any rule, order or regulation of any department or subdivision hereof of any government agency, or by reason of the conditions which have been or are affected, either directly or indirectly, by war or other emergency.

Bills and Notices: 28. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part, or at

the last known residence address or business address of Tenant, or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

Services Provided by Owners: 29. As long as Tenant is not in default under any of the covenants of this lease beyond the applicable grace period provided in this lease for the curing of such defaults, Owner shall provide: (a) necessary elevator facilities on business days from 8 a.m. to 6 p.m. and have one elevator subject to call at all other times; (b) heat to the demised premises when and as required by law, on business days from 8 a.m. to 6 p.m.; (c) water for ordinary lavatory purposes, but if Tenant uses or consumes water for any other purposes or in unusual quantities (of which fact Owner shall be the sole judge), Owner may install a water meter at Tenant's expense, which Tenant shall thereafter maintain at Tenant's expense in good working order and repair, to register such water consumption, and Tenant shall pay for water consumed as shown on said meter

as additional rent as and when bills are rendered. Said premises are to be kept clean by Tenant, at Tenant's sole expense, in a manner reasonably satisfactory to Owner, and to no one other than persons approved by Owner shall be permitted to enter said premises or the building of which they are apart for such purpose. Tenant shall pay Owner the cost of removal of any of Tenant's refuse and rubbish from the building; (d) If the demised premises are serviced by Owner's air conditioning/cooling and ventilating system, air conditioning/cooling will be furnished to Tenant from May 15th through September 30th on business days (Mondays through Fridays, holidays excepted) from 8:00 a.m. to 6:00 p.m., and ventilation will be furnished on business days during the aforesaid hours except when air conditioning/cooling is being furnished as aforesaid. If Tenant requires air conditioning/cooling or ventilation for more extended hours or on Saturdays, Sundays or on holidays, as defined under Owner's contract with the International Union of Operating Engineers, Local 94-94A, 94B, Owner will furnish the same at Tenant's expense.

RIDER to be added in respect to rates and conditions for such additional service; (f) Owner reserves the right to stop services of the heating, elevators, plumbing, air-conditioning, electric, power systems or cleaning or other services, if any, when necessary by reason of accident, or for repairs, alterations, replacements or improvements necessary or desirable in the judgment of Owner, for as long as may be reasonably required by reason thereof. If the building of which the demised premises are a part supplies manually operated elevator service, Owner at any time may substitute automatic control elevator service and proceed diligently with alterations necessary therefore without in any wise affecting this lease or the obligations of Tenant hereunder.

Captions: 30. The Captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this lease nor the intent to any provisions thereof.

Definitions: 31. The term "office", or "offices", wherever used in this lease, shall not be construed to mean premises used as a store or stores, for the sale or display, at any time, of goods, wares or merchandise, of any kind, or as a restaurant, shop, booth, boothback or other stand, barber shop, or for other similar purposes, or for manufacturing. The term "Owner" means a landlord or lessor, and as used in this lease means only the owner, or the mortgagee in possession for the time being, of the land and building (or the owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building, or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be, and hereby is, entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner, hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays, Sundays and all days as observed by the State or Federal Government as legal holidays and those designated as holidays by the applicable building service union employees service contract, or by the applicable Operating Engineers contract with respect to HVAC service. Wherever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonably delayed.

Adjacent Excavation-Shoring: 32. If an excavation shall be made upon land adjacent to the demised premises, shall be authorized to be made, Tenant shall afford to the Person causing or authorized to cause such excavation, a license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building, of which demised premises form a part, from injury or damage, and to support the same by proper foundations, without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

Rules and Regulations: 33. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with, the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional Rules or Regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rules or Regulations hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rules or Regulations for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rules or Regulations upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing, upon Owner, within fifteen (15) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant, and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Security: 34. Tenant has deposited with Owner the sum of \$ 69,781.00 as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms,

provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent, or any other sum as to which Tenant is in default, or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the demised premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building, or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee, and Owner shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Owner

Successors and Assigns:

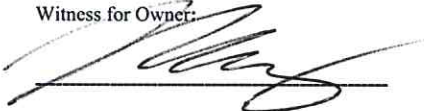
36. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall look only to Owner's estate and interest in the land and building, for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) against Owner in the event of any default by Owner hereunder, and no other property or assets of such Owner (or any partner, member, officer or director thereof, disclosed or undisclosed), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under, or with respect to, this lease, the relationship of Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.


solely for the return of said security, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber, or attempt to assign or encumber, the monies deposited herein as security, and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Estoppel Certificate: 35. Tenant, at any time, and from time to time, upon at least ten (10) days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the rent and additional rent have been paid, and stating whether or not there exists any default by Owner under this lease, and, if so, specifying each such default.

Clauses 37 through 77 attached hereto and forming a part hereof.

In Witness Whereof Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner:



SOHO THOMPSON REALTY, LLC
Richard Ohebshalom

Witness for Tenant:


VISUALHOUSE USA, LLC

Robert Michael Herrick

ACKNOWLEDGEMENT

SS.:
STATE OF NEW YORK,
COUNTY OF *New York*

On the 16 day of October in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Michael Herrick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

REGINA SON
Notary Public - State of New York
NO. 01S06318709
Qualified in Kings County
Commission Expires Feb 2, 2019

NOTARY PUBLIC


GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Owner making the within lease with Tenant, the undersigned guarantees to Owner, Owner's successors and assigns, the full performance and observance of all the covenants, conditions and agreements, therein provided to be performed and observed by Tenant, including the "Rules and Regulations" as therein provided, without requiring any notice of non-payment, non-performance, or non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefor, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and the obligations of the guarantor hereunder shall in no wise be terminated, affected or impaired by reason of the assertion by Owner against Tenant of any of the rights or remedies reserved to Owner pursuant to the provisions of the within lease. The undersigned further covenants and agrees that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of this lease and during any period when Tenant is occupying the demised premises as a "statutory tenant." As a further inducement to Owner to make this lease, and in consideration thereof, Owner and the undersigned covenant and agree that in any action or proceeding brought by either Owner or the undersigned against the other on any matters whatsoever arising out of, under, or by virtue of, the terms of this lease or of this guaranty, that Owner and the undersigned shall and do hereby waive trial by jury.

Dated _____ in the year _____

Guarantor _____

Witness _____

Guarantor's Residence _____

Business Address _____

Firm Name Visualhouse USA LLC

STATE OF NEW YORK New York
COUNTY OF _____

On the 16 day of October in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public *Regina Son*
REGINA SON
Notary Public - State of New York
NO. 01SO6318709
Qualified in Kings County
My Commission Expires Feb 2, 2019

IMPORTANT -

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 33.

1. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by Tenant or used for any purpose other than for ingress or egress from the demised premises, and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by Tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and sideguards. If said premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalk and curb in front of said premises clean and free from ice, snow, dirt and rubbish.
2. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed, and no sweepings, rubbish, rags, acids or other substances shall be deposited therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Tenant, whether or not caused by the Tenant, or its clerks, agents, employees or visitors.
3. No carpet, rug or other article shall be hung or shaken out of any window of the building and Tenant shall not sweep or throw, or permit to be swept or thrown, from the demised premises any dirt or other substances into any of the corridors or halls, elevators, or out of the doors or windows or stairways of the building, and Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any bicycles, vehicles, animals, fish, or birds be kept in or about the building. Smoking or carrying lighted cigars or cigarettes in the elevators of the building is prohibited!
4. No awnings or other projections shall be attached to the outside walls of the building without the prior written consent of Owner.
5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the demised premises or the building, or on the inside of the demised premise if the same is visible from the outside of the demised premises, without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the demised premises. In the event of the violation of the foregoing by Tenant, Owner may remove same without any liability, and may charge the expense incurred by such removal to Tenant. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for Tenant by Owner at the expense of Tenant, and shall be of a size, color and style acceptable to Owner.
6. Tenant shall not mark, paint, drill into, or in any way deface, any part of the demised premises or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. Tenant shall not lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
7. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or mechanism thereof. Tenant must, upon the termination of his tenancy, restore to Owner all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys, so furnished, Tenant shall pay to Owner the cost thereof.
8. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the demised premises only on

PLEASE READ

the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations of the lease, or which these Rules and Regulations are a part.

9. Canvassing, soliciting and peddling in the building is prohibited and Tenant shall cooperate to prevent the same.

10. Owner reserves the right to exclude from the building all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom he requests such pass, and shall be liable to Owner for all acts of such persons. Tenant shall not have a claim against Owner by reason of Owner excluding from the building any person who does not present such pass.

11. Owner shall have the right to prohibit any advertising by Tenant which in Owner's opinion, tends to impair the reputation of the building or its desirability as a building for offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.



12. Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible, explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate in, or emanate from, the demised premises.

13. If the building contains central air conditioning and ventilation, Tenant agrees to keep all windows closed at all times and to abide by all rules and regulations issued by Owner with respect to such services. If Tenant requires air conditioning or ventilation after the usual hours, Tenant shall give notice in writing to the building superintendent prior to 3:00 p.m. in the case of services required on weekdays, and prior to 3:00 p.m. on the day prior in case of after hours service required on weekends or on holidays. Tenant shall cooperate with Owner in obtaining maximum effectiveness of the cooling system by lowering and closing Venetian blinds and/or drapes and curtains when the sun's rays fall directly on the windows of the demised premises.

14. Tenant shall not move any safe, heavy machinery, heavy equipment, bulky matter, or fixtures into or out of the building without Owner's prior written consent. If such safe, machinery, equipment, bulky matter or fixtures requires special handling, all work in connection therewith shall comply with the Administrative Code of the City of New York and all other laws and regulations applicable thereto, and shall be done during such hours as Owner may designate.

15. Refuse and Trash. (1) Compliance by Tenant. Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders, and regulations, of all state, federal, municipal, and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by law. Each separately sorted category of waste products, garbage, refuse and trash shall be placed in separate receptacles reasonably approved by Owner. Such separate receptacles may, at Owner's option, be removed from the demised premises in accordance with a collection schedule prescribed by law. Tenant shall remove, or cause to be removed by a contractor acceptable to Owner, at Owner's sole discretion, such items as Owner may expressly designate. (2) Owner's Rights in Event of Noncompliance. Owner has the option to refuse to collect or accept from Tenant waste products, garbage, refuse or trash (a) that is not separated and sorted as required by law or (b) which consists of such items as Owner may expressly designate for Tenant's removal, and to require Tenant to arrange for such collection at Tenant's sole cost and expense, utilizing a contractor satisfactory to Owner. Tenant shall pay all costs, expenses, fines, penalties, or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 15, and, at Tenant's sole cost and expense, shall indemnify, defend and hold Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such noncompliance, utilizing counsel reasonably satisfactory to Owner.

14.

Address	TO
Premises	
STANDARD FORM OF  Office  Pass	
<small>The Real Estate Board of New York, Inc. © Copyright 1999. All rights reserved. Reproduction in whole or in part prohibited.</small>	
Dated	in the year
Rent Per Year	
Rent Per Month	
Term	
From	
To	
Drawn by
Checked by
Entered by
Approved by

ADDITIONAL CLAUSES attached to and forming a part of lease dated *October 15, 2015*

between **SOHO THOMPSON REALTY, LLC** as Landlord

and **VISUALHOUSE USA, LLC** as Tenant

For *Entire 3rd Floor at 54 Thompson Street, New York, NY 10012*

37. USE:

Tenant shall use and occupy the demised premises solely for the specific use and purpose set forth in Clause 2 of this lease and for no other purpose. Landlord makes no representation that the use to be made of the demised premises, as specified herein, is consistent with or permitted under the lawful use of the building of which the demised premises form a part. In the event that such use is inconsistent with such lawful use, and further, that the Department of Buildings or other governmental agency having jurisdiction issues a violation based on such inconsistent use, this lease shall be terminable by Landlord in accordance with the provisions for notice set forth herein on thirty (30) days' prior written notice to Tenant.

PROHIBITION ON SMOKING: This is a **SMOKE FREE BUILDING**. Tenant shall ensure that none of Tenant's employees is allowed to smoke in the Tenant's offices, in the public hallways or stairways of the building, in the bathrooms of the building or in the main lobby of the building. Anyone wishing to smoke must leave the building. No one should smoke within 50 feet either side of the entrance to the building. Failure to adhere to the above shall constitute default under the covenants of this lease and shall result in the termination of Tenant's lease.

38. BASE RENTS: Base rents during the term of this lease shall be as follows:

11/01/15-10/31/16	\$372,000.00	Per annum	\$31,000.00	Per annum
11/01/16-10/31/17	\$383,160.00	“ “	\$31,930.00	“ “
11/01/17-10/31/18	\$394,654.80	“ “	\$32,887.90	“ “
11/01/18-10/31/19	\$406,494.44	“ “	\$33,874.54	“ “
11/01/19-10/31/20	\$418,689.28	“ “	\$34,890.77	“ “

- Tenant shall have two (2) months' rent concession
Rent shall commence on: January 1, 2016
- Tenant shall have an option to expand to an additional floor when available

39. ELECTRICITY SUBMETERING OR DIRECT:

- There is a submeter for electricity and a submeter for HVAC.

A. Tenant will pay its proportionate share for electricity usage and HVAC. Proportionate share of the usage shall mean *100%* of the total meter reading. Each month the Landlord shall read the meters and submit the reading to the Tenant with the dollar cost for the usage and Tenant shall pay said amount to Landlord.

B. As of the Commencement Date, the demised premises shall be separately metered for electricity which shall be furnished by Landlord to the Premises and Tenant shall pay to Landlord as Additional Rent for such service: (including the electricity used to service any HVAC units providing HVAC solely to the Premises), the amounts (the "Electricity Additional Rent"), as determined by one or more submeters installed to measure Tenant's consumption of electricity at the demised premises only and made operational by Landlord at Landlord's cost (which submeter shall be maintained, repaired and replaced by Landlord, at Landlord's cost), at charges, terms and rates, applied to the monthly readings on each such meter or submeter; as set from time to time during the Term by the public utility serving the Building under the service classification in effect pursuant to which Landlord purchases electricity.

C. Bills for the Electricity Additional Rent shall be rendered to Tenant at such time as Landlord may elect, but not more frequently than monthly, and Tenant shall pay the amount shown thereon to Landlord within thirty (30) days after the rendering of such bill.

D. Wherever reference is made in this Article to rate(s) or charge(s) of the public utility supplying electricity to the Building or to increases in such rates or charges, the words, rates or charges shall be deemed to include without limitation, any and all (including any new or additional) (i) kilowatt hours or energy charge; (ii) kilowatts of demand charge; (iii) fuel adjustment charge; (iv) transfer adjustment charge, (v) tax; (vi) sales tax; and (vii) any and all other charges and taxes required to be paid by Landlord to the utility company.

ESCALATIONS: 40. A. As used in, and for the purpose of this escalations clause,

(I) "Taxes" shall mean the amount of Real Estate Taxes and assessments upon or with respect to the building and the land upon which it is located (including, with limitation, taxes upon any "air rights" or payable by Landlord to a ground lessor with respect thereto) imposed by federal, state or local governments in the manner in which such taxes are imposed as of the date of this lease, provided that, if because of any change in the method of taxation of real estate any other tax or assessment is imposed upon Landlord or the owner of the land and/or the building, or upon or with respect to the land and/or the building, or the rents or income there from, in substitution for a real estate tax, such other tax or assessment shall be deemed a real estate tax within the meaning of "taxes"

defined herein.

(II) "Base tax" shall mean the tax assessment for tax year **2015/16/17** imposed or assessed upon the building and upon the land upon which it is located.

(III) "Square feet of floor area of the demised premises" shall mean **6,000** square feet.

B. If at any time during the term of this lease the taxes shall be increased above or decreased below the "base tax," then the annual rental payable hereunder shall be increased or decreased, as the case may be, by **100%** of such increase or decrease.

C. The payment of any increase or credit for any decrease in rent pursuant to the provisions of this clause shall be made as follows:

(I) Adjustments reflecting changes in taxes shall be due within thirty (30) days after Landlord's billing Tenant therefore, or in advance one twelfth of such adjustment (as calculated for the next year) in respect to the then current month, and thereafter until a different comparative statement or notice shall be submitted as herein provided.

(II) Adjustments made under the provisions of this clause shall be evidenced by Landlord furnishing to Tenant a comparative statement which shall show the tax rate and the increase relevant to such adjustment. Payments or refunds due hereunder for any period of less than a full tax year at the commencement or end of the term of this lease, or because of any change in the area of the demised premises or the building, shall be pro-rated to reflect such event.

(III) In no event shall any rent adjustment under the provisions of this clause result in a decrease in the base rent payable hereunder.

LANDLORD'S WORK: Tenant agrees to accept space in "As-Is" condition.

ALTERATIONS: 42. Tenant shall be solely responsible for other renovation, alterations and improvements. All work shall be done in accordance with the requirements of law and legal regulations of the City of New York, and of any other authorities having jurisdiction and shall be performed in a first-class, workmanlike manner. All permits required shall be secured by Tenant at Tenant's cost and expense. Prior to making any alterations or improvements, Tenant shall submit the plans and specifications therefore to the Landlord for the Landlord's approval. Landlord agrees to review said plans and without any unreasonable delay and shall not unreasonably withhold its consent and notify Tenant of its decision or approval. Landlord may from time to time inspect the premises to determine whether the work is being satisfactorily performed and in accordance with the plans and specifications. Landlord may notify Tenant of any respects in which the work may not be in

compliance with such plans and specifications and upon receipt of such notice, Tenant will take the steps necessary to correct same.

Any damage to the building of which the demised premises form a part or any part thereof resulting from such work shall be promptly repaired by Tenant at Tenant's cost and expense, and Tenant will indemnify Landlord against any claims for damages to any other tenants in the building resulting from such work.

Tenant shall obtain Workers' Compensation Insurance in connection with such work and shall deliver a certificate of such insurance to the Landlord. Tenant shall take all steps necessary to see that its workers and independent contractors in its employ keep the sidewalk free from all materials, equipment or fixtures used in the alteration or repair of the demised premises. All work shall be performed in such a manner as not to interfere unreasonably with or inconvenience the Landlord or the residents of the building.

NAME PLATES & DIRECTORY STRIPS: 43. Landlord will supply and install at Tenant's sole cost and expense up to four (4) directory strips and one (1) or two (2) uniform signs for the front door of Tenant's office indicating the name of the company. Tenant shall not be permitted to put up its own sign.

INSURANCE: 44. Tenant covenants and agrees that

➤ Tenant covenants and agrees that

A. Throughout the term of this Lease Tenant shall, at Tenant's expense, maintain and keep in full force and effect insurance covering all of Tenant's installations, equipment, fixtures, furnishings, inventory and other personal property against loss or damage by fire and such other risks as may be included under standard forms of extended coverage insurance from time to time available, and against any and all other risks as are or shall be customarily covered with respect to such property, in an amount equal to the then full insurable value thereof.

B. Throughout the term of this Lease, Tenant shall, at its expense,

(I) maintain and keep in all force and effect, a standard commercial general liability insurance policy covering the demised premises or any part thereof. The amount of each such policy shall be not less than \$1,000,000 in respect to any primary occurrence and not less than \$3,000,000 annual aggregate limit per location

and such insurance may be maintained by Tenant by blanket and/or umbrella policies.

(II) provide and keep in force worker's compensation insurance and employer's disability insurance in a form prescribed by the laws of the State of New York.

(III) provide and keep in force such other insurance and in such amounts as may from time to time be reasonably required by Landlord against such other insurance hazards as at the time are customarily required by landlords of comparable buildings in Manhattan to be maintained by Tenant.

C. All insurance required to be procured by Tenant under this Lease shall be issued by reputable and solvent insurance companies authorized to do business in the State of New York. Prior to Landlord granting possession to Tenant, and thereafter prior to the expiration of any such policy, Tenant shall deliver a certificate evidencing such insurance together with evidence of payment of the premiums therefore for at least one (1) year. Each commercial general policy shall provide that the Landlord, Landlord's managing agent and the mortgagee shall be named as additional insureds. Such insurance may not be cancelled or modified except upon not less than thirty (30) days' prior written notice to Landlord.

D. Landlord and Tenant shall each endeavor to secure an appropriate clause in, or an endorsement upon, each fire or extended coverage or rent insurance policy obtained by it and covering the building, the demised premises or the personal property, fixtures and equipment located therein or thereon pursuant to which the respective insurance companies waive subrogation or permit the insured, prior to any loss, to agree with a third party to waive any claim it might have against said third party. Tenant hereby releases Landlord with respect to any and all claim(s) (including, to the extent permitted by law, any claim for negligence) which Tenant might otherwise have against Landlord for fire or other casualty (including rental value or business interruption, as the case may be) occurring before, during or after the term of this Lease. Landlord hereby releases Tenant with respect to any and all claims (s) (including, to the extent permitted by law, any claim for negligence) which Landlord might otherwise have against Tenant for fire or other casualty (including rental value or business interruption, as the case may be) occurring before, during or after the term of this Lease.

ASSIGNMENT AND SUBLETTING, MORTGAGING: 45.

A. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants, that: (i) it shall not mortgage or similarly encumber, all or any part of its interest in this Lease; (ii) it shall not assign its interest in this Lease; and (iii) it shall not sublet any portion of the demised premises, without Landlord's prior consent, which shall not be unreasonably withheld, conditioned, or delayed, except as otherwise provided in this Lease. Without intending to limit Landlord's right to reasonably refuse its consent to any sublet, notice is given that such consent may be refused if, in Landlord's reasonable belief, the intended use by such sublessee shall be other than as allowed by this Lease, or, if such proposed sublessee shall be of a character which is materially inferior to that of Tenant, or if such proposed sublessee presents a credit rating which is insufficient to reasonably meet its obligations under any such sublease, or if the intended use by such sublessee would harm the reputation of the Building or impair the normal operations of the Building.

B. Anything in the foregoing to the contrary notwithstanding, provided that Tenant is not then in default of its obligations under this Lease, in each instance beyond any applicable notice and cure periods, and subject to the restrictions set forth below,

1. Tenant shall have the right, without Landlord's consent, to assign or sublet this Lease or all or a portion of the demised premises as follow:

a) to a corporation or other business entity which controls, is controlled by or is under common control with Tenant; or

b) to an "Acquiring Entity" which shall be defined as a business entity which is acquiring all or substantially all of the stock, equity, and/or assets of Tenant, or a business entity into which the business of Tenant is being merged or consolidated.

Anything to the contrary contained in this Lease notwithstanding, the transfer of any stock or other equity of Tenant in an Initial Public Offering or transfers among any existing shareholders or partners, members of their family or trusts or other entities for the benefit of their family shall not constitute an assignment. Further the transfer of any publicly traded stock shall not be deemed an assignment.

2. Tenant's right of assignment in such instances shall only be applicable if the merger, consolidation or transfer of assets is for a good business purpose and not principally for the purpose of transferring the leasehold estate

created hereby.

3. In the event of such an assignment, Tenant shall provide to Landlord such documentation as Landlord may reasonably require confirming that such assignment complies with the foregoing conditions.

4. Any transfer of a majority of Tenants stock to another entity which fails to meet the requirements of this Subparagraph B, as well as any other assignment not in compliance with this Subparagraph B shall be deemed null and void and shall have no effect upon Tenant's obligations under this Lease after thirty (30) days notice from Landlord.

C. Except as provided in the following Subparagraph D, Tenant shall not sublet the demised premises, in whole or in part; or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. Any such subletting of all or a portion of the demised premises shall be only for a use which is permitted under this Lease and which is consistent with the Certificate of Occupancy then governing the demised premises. Landlord may further refuse to grant its consent to such a sublet for the reasons as set forth in the preceding Subparagraph A. With respect to any sublease for which Landlord's consent is required under the terms of this Paragraph 46, if Landlord does not respond to Tenant within ten (10) business days of Landlord's receipt of Tenant's request for such consent, then Landlord shall be deemed to have consented to such sublease.

D. Tenant shall have the right to sublet portions of this space, without Landlord's consent, only for the purposes described in Paragraph 2 of this Lease, subject to the following conditions and restrictions:

1. Any sublease or occupancy agreement which covers an area of greater than 500 rentable square feet must first be approved by Landlord which approval shall not be unreasonably withheld or delayed except if permitted above in subparagraph B;

2. Each and every sublease and/or occupancy agreement entered into by Tenant shall clearly state that it is subordinate to the Lease between Landlord and Tenant;

3. Tenant shall not use or sublease nor allow any portion of its space to be used for:

- a) rehearsals for performances using musical instruments;
- b) any activity encompassing the unreasonable amplification of any sounds;
- c) the production, use or storage of any combustible material;
- d) the production, use or storage of any material or substance which would cause odors to emanate to any other floor of the Building;
- e) the operation of an employment agency or similar service, except that not more than 20% of the useable (i.e., "carpetable") space of the Premises may be used by theatrical-acting agencies and such agencies may conduct casting calls and auditions within their space;
- f) the use of the space of educational, instructional or training purposes, except that not more than 40% of the useable (i.e., "carpetable") space of the Premises may be used for the conduct of classes or lectures which are incidental to the business of Tenant's subtenants and not more than 25 people at any time shall be permitted to be present on the Fourth Floor for the purpose of participating in such classes or lectures;
- g) any other activity which, in Landlord's reasonable judgment, would unduly disturb the quiet enjoyment of other tenants in the Building.

E. In the event of a default by Tenant, in its obligations under this Lease, following notice and expiration of applicable cure periods provided herein, then in addition to any other remedy which Landlord may have against Tenant, Landlord shall have the right (but not the obligation) to:

1. collect rent from the subtenant, user or occupant and Landlord shall apply the net amount collected to the rents reserved in this Lease;
2. institute proceedings against any subtenant to the extent permitted against Tenant under this Lease; and
3. seek injunctive relief against any subtenant to the extent permitted against Tenant under this Lease.

F. Each sublease shall contain explicit language providing:

1. that it is subject and subordinate to this Lease;

2. that in the event of termination, re-entry or dispossession by Landlord under this Lease, Landlord may, at its option, take over all of the right, title and interest of Tenant, as sub landlord under such sublease, and in such event, such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease except that Landlord shall not be:

a) liable for any act, omission or default of any prior sublandlord (including, without limitation, Tenant) other than the ongoing obligations of sublandlord under the Sublease.

G. Right to assign or sublease to affiliate, subsidiary, parent or in connection with sale of all assets (successors) without Landlord's consent; release of original tenant and guarantor from liability (provided net worth = or + than original parties.

46. ADDENDUM TO ARTICLE 4 (REPAIRS):

[See paragraph 49B-Landlord Maintains HVAC]. If any damage to the plumbing system used in the Building or any heating, electrical, or mechanical system in the Building (whether such damage is within or outside the demised Premises) occurs on account of any wrongful action, wrongful omission to act or negligence of Tenant or Tenant's employees, subtenants, agents or contractors, Landlord shall make such repairs and Tenant, upon demand by Landlord, shall pay to Landlord as additional rent, an amount equal to the cost of such repairs plus two percent (2%) thereof as compensation for the cost of supervising such repairs.

- Tenant not required to make repairs (i) covered by warranties of Owner's contractors, or (ii) covered by insurance carried by either party or (ii) covered by Condo Board or its insurance
- Owner's repair work to be performed so as to minimize interference w/ Tenant's business
- work to be done in good and workmanlike manner
- Tenant to get reasonable advance notice (exc. emergency)
- if Owner fails to make a repair, Tenant right of self-help, at least a broad indemnity of (with notice)
- At CD, all major systems in good order and repair

47. ADDENDUM TO ARTICLE 6 (REQUIREMENTS OF LAWS):

Tenant shall give prompt notice to Landlord of any notice it receives of the violation of any law or requirement of any public authority with respect to the demised premises or the use or occupation thereof. Tenant shall not use or suffer or permit any person to use the demised premises for any unlawful purpose and shall obtain and maintain at Tenant's sole cost and expense all licenses and permits from any and all governmental authorities having jurisdiction over the demised premises which **may be necessary for the conduct of Tenants business therein.**

Landlord represents and warrants to Tenant that the demised premises is in compliance with all present laws, regulations, building codes, including the Americans With Disabilities Act of 1990 (collectively, the "Codes") and Landlord represents that there are no violations assessed against the demised premises which will interfere with Tenant's Permitted Use of the demised premises.

48. ADDENDUM TO ARTICLE 28 (WATER CHARGES) and ARTICLE 30 (ELEVATORS, HEAT, CLEANING):

A. Intentionally Omitted.

B. Cooling/Package Unit and Heating. Landlord shall furnish, maintain, repair and replace the air-cooling and heat and ventilation) system for the demised premises. Landlord represents that heat & air conditioning shall be available to the demised premise 24 hours per day, 7 days per week; 365 days per year. Tenant at all times agrees to cooperate fully with Landlord and to abide by the regulations and requirements which Landlord may prescribe for the proper functioning and protection of the air-cooling and heating systems. Tenant shall pay for the cost of electric energy (as shown by the submeter installed by Landlord) consumed by the air-cooling and heating systems serving the demised premises in accordance with the Provisions of this Lease.

C. Cleaning Provided by Tenant. Tenant, at Tenant's expense, shall cause the demised premises to be kept clean in a manner reasonably satisfactory to Landlord and no one other than persons approved by Landlord shall be permitted to enter the demised premises or the Building for such purpose. In addition, Tenant shall, at its own cost and expense, clean and remove all trash, garbage; waste, rubbish and refuse from the demised premises and the Building in accordance with such rules and regulations Landlord deems reasonably necessary or desirable for the proper operation of the Building. Without limiting any of the other term and provisions of this Lease, Tenant shall be responsible for and pay when due, including all interest and penalties, all fines and charges levied by reason of Tenant's

acts or omissions, including, but not limited to, those relating to the New York City Department of Sanitation. Tenant shall not allow or permit any of the water, sanitary, plumbing or other lines servicing the demised premises and/or the Building to become clogged (whether partially or totally) or to become damaged. In the event that such clogging, whether partial or total, occurs or such are damaged, Landlord shall have the right, but not the obligation, to clear such clog, whether partial or total, and repair such damage at Tenant's sole cost and expense, which sums incurred by Landlord for such will be considered additional rent and shall be payable to Landlord on written demand.

D. Sprinkler System. If there now is or shall be installed in the Building a "sprinkler system" and such system or any of its appliances shall be damaged or injured or not in proper working order by reason of any wrongful act or omission of Tenant, Tenant's agents, servants, employees, licensees or visitors, Tenant shall forthwith restore the same to good working condition at its own expense and if any bureau, department or official of the state or city government require that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of Tenant's particular business or the location of the partitions, trade fixtures or other contents of the demised premises installed by Tenant, Tenant shall, at Tenant's expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment.

E. Owner to be responsible for any sprinkler system 24/7/365

F. (i) Intentionally Omitted.

(ii) Additional Feeders. Any additional feeders or risers to be installed to supply any additional service requirements which Tenant may have, and all other equipment proper and necessary in connection with such feeders or risers, shall be installed by Tenant, at Tenant's sole cost, provided that, in Landlord's reasonable judgment, such additional feeders or risers are necessary and are permissible under applicable laws and insurance regulations and the installation of such feeders or risers will not cause permanent damage or injury to the Building or the demised premises or cause or create a dangerous or hazardous condition or entail excessive or unreasonable alterations or interfere with or disturb other tenants or occupants of the Building. Tenant covenants that at no time shall the use of electrical energy, gas or water service in the demised premises exceed the capacity of the existing feeders or wiring installations serving the demised premises. Tenant shall not make or perform or permit the making or performance of, any Alterations to wiring installations, electrical panels or other electrical facilities in or serving the demised premises without the prior consent of Landlord in each instance which

consent shall not be unreasonably withheld or delayed. Any such Alterations, additions or consent by Landlord shall be subject to the provisions of this Lease including, but not limited to, the provisions of Article 3 hereof.

(iii) Interruption of Services. Landlord shall not be liable to Tenant in any way for any interruption, curtailment or failure, or defect in the supply or character of water, gas or electricity furnished to the demised premises by reason of any requirement, act or omission of Landlord or of any public utility or other company servicing the Building with gas, water or electricity or for any other reason beyond Landlord's control. Notwithstanding anything to the contrary contained in this lease, if Landlord shall fail to supply any services or make any repairs or replacements that Landlord is obligated to make or supply under this lease for a period of 3 days, then, in addition to Tenant's other rights, the fixed annual rent and additional rent payable under this lease shall be abated to the extent the demised premises are tenantable for the conduct of Tenant's (or its subtenants,) business without such service, repair and/or replacement for the period of such tenant ability.

G. Interruption of Services. Landlord reserves the right to stop service of the heating, elevator, electrical, plumbing or other mechanical systems or facilities in the Building and cleaning services when necessary, by reason of accident or emergency, or for repairs, additions, alterations, replacements, decorations or improvements in the reasonable judgment of Landlord desirable or necessary to be made, until said repairs, additions, alterations, replacements, decorations or improvements shall have been completed. Landlord shall have no responsibility or liability for interruption, curtailment or failure to supply heat, outside air, elevator, plumbing, electricity or cleaning when prevented by exercising its right to stop service (unless due to the wrongful acts or negligence of Landlord) or by strikes, labor troubles or accidents or by any cause whatsoever, or by failure of independent contractors to perform or by laws, orders, rules or regulations of any federal, state, county or municipal authority (including, without limitation, regulations may require the removal of CFC's as well as the alteration or replacement of equipment utilizing CPC's), or failure of suitable fuel supply, or inability by exercise of reasonable diligence to obtain suitable fuel or by reason of governmental preemption in connection with a National Emergency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. The exercise of such right or such failure by Landlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any compensation or to any abatement or diminution of Rent, or relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or its agents by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business, or otherwise except to the extent of Landlord's (its employees', agents',

Contractors' or subcontractors') negligence or willful misconduct. Landlord represents to use its best efforts to restore any of the foregoing services promptly to avoid any interference with the operations of Tenant's business.

49. ADDENDUM TO ARTICLE 35 (RULES AND REGULATIONS):

The following additional Rules and Regulations are to be observed by Tenant and complied with, in accordance with Article 35 of this Lease:

A. Fixtures. The water and plumbing fixtures shall not be used for any purpose other than those for which they were designed or constructed and no sweepings, rubbish, rags, acids or other substances shall be deposited therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose clerks, agents, employees or visitors, shall have caused it.

B. Sweeping. No tenant shall sweep or throw or permit to be swept or thrown on the floor of the demised premises any dirt or other substances into any of the streets or out of the doors or windows or stairways of the Building, and no tenant shall use, keep or permit to be used or kept any foul or noxious gas, or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Landlord (in its reasonable judgment) or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals (except seeing eye dogs) or birds be kept in or about the Building.

C. Boring, Drilling. No tenant shall mark, paint, drill into or in any way deface the facade of any part of the demised premises or the Building. No boring, cutting or stringing of wires shall be Permitted, except with the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed, and as Landlord may reasonably direct.

D. Noise. Tenant shall not use any loud speakers from which sound is discernible outside the demised premises.

E. Flammable Material. No tenant shall bring or permit to be brought or kept in or on the demised premises, any flammable, combustible or explosive fluid, material, chemical or substance except such quantities of cleaning and duplicating machine fluids as permitted by law, or cause or permit any odors of cooking or other processes or any unusual or other objectionable odors to permeate

in or emanate from the demised premises.

F. Vending Machines. No vending machine or "arcade-type" games shall be brought into or kept in or on the demised premises, except vending machines for use solely by Tenant, its employees, agents, and/or subtenants.

G. No Lodging. The demised premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

H. Application to Landlord. The requirements of tenants will be attended to only upon application to Landlord. Employees of Landlord shall not perform any work or do anything outside of the regular duties unless under special instructions from Landlord.

I. Intentionally Omitted.

J. Additional Rules. Landlord reserves the right to rescind, alter, waive or add, as to one or more or all tenants, any rule or regulation at any time prescribed for the Building when, in the judgment of Landlord, Landlord deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building, or the preservation of good order therein or the operation or maintenance of the Building, or the equipment thereof, or the comfort of the tenants or others therein. No rescission, alteration, waiver or addition of any rule or regulation in respect of one tenant shall operate as a rescission, alteration or waiver in respect of any other tenant. The rules and regulations shall be applied by Landlord in a non-discriminatory manner with respect to all tenants of the Building. In the event of a conflict between the rules and regulations and the provisions of this Lease, the provisions of this Lease shall prevail.

K. Security Gates. No interior security gates shall be installed in or around the demised premises without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed. No exterior security gates shall be permitted to be installed.

L. Public Telephone. No public telephones shall be installed in or about the demised premises (including, without limitation, the exterior of the demised premises) without Landlord's prior written consent, which consent, if granted, may be revoked by Landlord in its sole discretion in the event Landlord reasonably determines such telephones are used for illegal or nefarious purposes; or that such telephones (or the use thereof) has an adverse impact on the appearance, character and or safety of the Building and/or the occupants and visitors thereof.

50. LANDLORD'S CONSENTS:

Except as hereinafter provided, with respect to any provision of this Lease which provides, in effect, that Landlord shall not unreasonably withhold or unreasonably delay any consent or any approval, Tenant shall, in no event, be entitled to make, nor shall Tenant make any claim, and Tenant hereby waives any claim, for money damages; nor shall Tenant claim any money damages by way of setoff, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval; but Tenant's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performance, injunction or declaratory judgment, but Tenant shall also be entitled to receive from Landlord the cost of Tenant's reasonable attorneys' fees incurred in any such action or proceeding. Notwithstanding anything to the contrary contained herein, if it is judicially determined that Landlord acted maliciously or in bad faith, then Tenant shall be entitled to recover all money damages.

51. SIGNS AND EXTERIOR LIMITATIONS:

A. Landlord Consent to Signage. Tenant shall not exhibit; inscribe, place or affix any advertisement, notice or other lettering on any portion of the Building or the outside of the demised premises without the prior written consent of Landlord in each instance, which shall not be unreasonably withheld, conditioned, or delayed. A plan of all signage or other lettering proposed to be exhibited, inscribed, painted or affixed shall be prepared by Tenant in conformity with the standards promulgated by the local community or business association (if any) and submitted to Landlord for Landlord's consent. Tenant shall not be Permitted to install any which is internally illuminated. Upon the granting of Landlord's written consent, Tenant may install such signage at Tenant's sole expense. Upon installation of any such signage or other lettering, such signage or lettering shall not be removed, changed or otherwise modified in any way without Landlord's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Tenant agrees to keep any signage installed on the exterior of the demised premises in good condition and repair throughout the Term hereof at Tenant's sole cost and expense, including, without limitation, the periodic cleaning, and replacement of the same, as reasonably required (or as reasonably requested by **Landlord**).

B. Facade Changes. Landlord does not demise any portion of the exterior of the demised premises or the Building or grant any rights with respect thereto. Accordingly, Tenant or anyone claiming by, through or under Tenant shall not alter

the facade of the exterior of the demised premises. Tenant shall not place or install or maintain on the exterior of the demised premises any awning, canopy, banner, flag, pennant, aerial, antenna; advertisements or projection of whatsoever kind or nature.

C. Advertising. Tenant shall not install any sign or signs or advertising or promotional material of any kind at the demised premises which are visible from the exterior of the demised premises without Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld or delayed. In no event shall any sign(s); advertising or promotional material, lettering, numbering, picture or image be painted, written or otherwise created or affixed directly on any window, glass or door, and such shall be displayed at least 12" away from any window, glass or door.

D. Violation of Requirements. Any signage, advertisement, notice or other lettering which shall be exhibited, inscribed, painted or affixed by or on behalf of Tenant in violation of the provisions of this Article may be removed by Landlord and the cost of any such removal shall be paid by Tenant as additional rent.

E. Removal of Sign. In the event Landlord or Landlord's representatives shall deem it necessary to remove any sign in order to paint or to make any other repairs, alterations or improvements in or upon the Building or the demised premises or any part thereof, Landlord shall have the right to do so, provided the same be removed and replaced at Landlord's expense, whenever the said repairs or improvements shall have been completed.

F. Building Directory. Landlord shall install and maintain a building lobby directory which shall, provide Tenant with 8 directory listings. Landlord represents and covenants that the building lobby directory will be installed no later than 30 days following the date of execution and delivery of this lease by Landlord and Tenant. [CLIENT TO CONFIRM]

52. GLASS:

Landlord shall, as soon as practicable and in any event within twenty-four (24) hours after any glass (including mirrors, doors and plate glass windows) in the demised premises and the perimeter and demising walls thereof is broken or cracked, including a so-called "bull's-eye" break in the glass, at its sole expense, replace such glass with glass of the same kind and quality and as may be necessary or desirable in connection with such replacement; repair, or replace the frames for such glass, and in the event Tenant shall fail to so replace such glass and if necessary repair or replace such frames as aforesaid in a manner satisfactory to Landlord, then

Landlord may replace the glass, if necessary, and repair or replace such frames on Tenant's behalf and Tenant shall, within five (5) days after Landlord's demand therefor, pay to Landlord as additional rent, the costs incurred by Landlord in so doing,

53. ACCEPTANCE OF KEYS:

If Landlord or Landlord's managing or rental agent accepts from Tenant one (1) or more keys to the demised premises in order to assist Tenant in showing the demised premises for subletting or other disposition or for the performance of work therein for Tenant or for any other purpose, the acceptance of such key or keys shall not constitute an acceptance of surrender of the demised premises nor a waiver of any of Landlord's rights or Tenant's obligations under this Lease, including, without limitation, the provisions relating to assignment and subletting and the condition of the demised premises.

54. SURVIVAL CLAUSE:

Any obligation of Tenant which can only be, or which, by the provisions of this Lease, may be performed after the expiration or earlier termination of this Lease and Tenant's liability to make any payment which is allocated to any period ending at the time of expiration or termination of this Lease, shall, unless expressly otherwise provided in this Lease, survive the expiration or earlier termination of this Lease.

55. CLEANING AND WASTE REMOVAL:

- Landlord shall dispose tenant's rubbish at Landlord cost and expense.

A. Cleaning. Tenant shall, at its sole cost and expense, (i) keep the demised premises clean and free of all debris and (ii) promptly bag and remove all garbage, waste arising out of or in connection with the conduct of its business at the demised premises to the Building's designated disposal area under such conditions and at such times as approved by Landlord, which shall not be unreasonably withheld, conditioned, or delayed, in such manner so as to avoid any obnoxious or offensive smells or odors therefrom or otherwise interfering with the comfort and quiet enjoyment of the other occupants of the Building or pedestrians.

B. Carting. Tenant shall, at its sole cost and expense, engage a carting company reasonably approved by Landlord for the removal and disposal of Tenant's rubbish and trash. The disposal of garbage, rubbish and waste shall be made subject to and in accordance with the rules and regulations from time to time promulgated

by Landlord, and Tenant shall not permit accumulations of garbage, rubbish or waste except at locations designated by Landlord. Tenant shall not permit the discharge of odors into any other portions of the Building or adjacent areas. If any governmental agency or quasi-governmental agency, board or other body having jurisdiction over the Building or the demised premises has issued a summons or other notice of violation of any health or safety laws or regulations, Tenant shall immediately cease and desist from the activity which gave rise to such summons or other notice of violation. Tenant further covenants and agrees, at the Tenant's sole cost and expense, to keep the waste drain, sewer pipes, septic lines, if applicable, in the demised premises and solely serving the demised premises, clean and free from obstruction and blockage to the reasonable satisfaction of Landlord, its agents and all authorities having jurisdiction thereof. If reasonably required, Tenant shall employ, on a regular basis, an exterminator for the purpose of keeping the demised premises free from vermin and other pests. If the demised premises shall be, or become, infested with vermin, Tenant, at Tenant's expense, shall cause the same to be exterminated from time to time to the reasonable satisfaction of Landlord and shall employ such exterminators and such exterminating company or companies as shall be reasonably **approved by Landlord. 58.**

ADDITIONAL DEFINITIONS:

A. The terms "building" or "Building", wherever used in this Lease shall mean the **building identified in the preamble of this Lease.**

B. The terms "Owner" and "Landlord", whenever used in this Lease, shall mean the Landlord set forth in the preamble hereof; and its successors and assigns.

C. The terms "lease" or "Lease", wherever used in this Lease, shall mean, collectively, the Standard Form of Office Lease and the Rider and all Exhibits and Schedules **annexed thereto, and made a part hereof.**

D. The terms "rent" or "Rent", whenever used in this Lease shall mean, collectively, **Base Rent and additional rent payable hereunder.**

E. The terms "demised premises" or "Premises", whenever used in this Lease shall **mean the premises demised pursuant to the terms hereof.**

56. RELATIONSHIP OF PARTIES:

Nothing contained in this Lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture

or any other relationship between the parties hereto, other than the relationship of Owner and Tenant.

57. CONSTRUCTION:

If any of the provisions of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent Permitted by law.

58. GOVERNING LAW:

This Lease shall be deemed to have been made in New York County, New York and shall be construed in accordance with the laws of New York. All actions or proceedings relating, directly or indirectly, to this Lease shall be litigated only in courts located within the County of New York. Landlord and Tenant, any guarantor of the performance of Tenant's obligations hereunder and their respective successors and assigns hereby subject themselves to the jurisdiction of any state or federal court located with such county, and shall be subject to service provided that the terms, provisions and conditions of Article 27 are adhered to.

59. LEASE NOT BINDING UNLESS EXECUTED:

Submission by Landlord of this Lease for execution by Tenant shall confer no rights nor impose any obligations on either party unless and until Landlord and Tenant shall have executed this Lease and duplicate originals thereof shall have been delivered to the respective parties.

60. ENTIRE AGREEMENT:

This Lease constitutes the entire Agreement between the parties and no earlier statements or prior written matters shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This Lease does not include, and Tenant shall have no leasehold or other

interest in, the land on which the Building is located. Landlord, without the consent of Tenant, may sell, convey, lease or otherwise dispose of any air rights, development rights and similar rights appurtenant to the land and/or Building provided in no event shall Landlord have the right to terminate Tenant's Lease in connection with any of the foregoing transactions.

61. RECORDING:

Tenant shall not record this Lease or any memorandum thereof.

62. CAPTIONS:

The article numbers and captions herein contained are inserted only as a matter of convenience and are not intended to limit or describe the scope or intent of any Article **or in any way affect this Lease.**

63. AUTHORIZATION:

A. If Tenant is a corporation, then to Tenant's actual knowledge, Tenant warrants to Landlord that (a) the execution and delivery of this Lease has been duly authorized by the Board of Directors of Tenant, (b) either (i) the making of this Lease does not require any vote or consent of shareholders or (ii) all required votes or consents have been duly taken or obtained and that Tenant is duly organized and validly existing under the laws of the State of New York, with full legal power and authority to perform its obligations as contemplated by this Lease. If Tenant is a partnership, then Tenant and its general partners warrant to Landlord that (x) the execution and delivery of this Lease does not require any vote or consent of partners, or (y) all required votes or consents have been duly taken and obtained, and (z) that Tenant is duly organized and validly existing under the laws of the State of New York, with full legal power and authority to perform its obligations as **contemplated by this Lease.**

B. Each party hereto represents and warrants that they have the power and authority to execute this Lease on behalf of the respective entity for which they have signed and that this Lease is binding and enforceable against the respective parties hereto in accordance with its terms. Landlord represents and warrants that no consent or approval is required under the Condominium Documents from any other party and that the Condominium Board of Manager has waived its right of first refusal.

64. ESTOPPEL CERTIFICATE:

Tenant shall, from time to time, upon request by Landlord, promptly, within thirty (30) days of receipt of such request, execute and acknowledge a written instrument in form satisfactory to Landlord's lender certifying to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person specified by Landlord, the following: (i) that the Lease is unmodified, valid and in full force and effect (or, if there have been modifications, that the same is/are full force and effect as modified and stating the modifications(s), (ii) that there are charges herein have been paid in advance, (iii) to Tenant's actual knowledge the existence and nature of any counterclaims, offsets or defenses hereunder on Tenant's part; (iv) that Landlord is not required to construct, alter, improve or otherwise renovate the demised premises (or, if so, the exact nature and extent of any of the foregoing) except as required under this Lease, and (v) any other matters reasonably requested by Landlord, including, without limitation, the commencement and expiration dates of this Lease, as well as current rent and additional rent being remitted to Landlord. Failure to comply with this provision in each instance beyond any applicable notice and cure period shall constitute a material event of default hereunder. Landlord, not more than twice per Lease year and upon at least fifteen (15) days' prior written notice from Tenant, shall deliver to Tenant an estoppel certificate, to the best of the Landlord's present actual knowledge, stating (i) the date to which Base Rent and additional rent have been paid; (ii) whether or not Landlord knows of Tenant defaults under this Lease, and if so, noting them, (iii) the Commencement Date of the Lease and the Expiration Date of the Lease **and (iv) any other matters reasonably requested by Tenant or its lender.**

65. GENERAL CONDITIONS RE: CONDOMINIUM:

A. Tenant hereby acknowledges, understands and agrees that: (i) the Building in which the demised premises is located is a condominium (the "Condominium"); (ii) the demised premises consists of a portion of certain condominium units in the Building which are owned by Landlord ("Landlord's Condominium Units"); and this Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate in all respects to any past, present and future condominium declaration (the "Declaration") and any other documents, instruments, or agreements, including, without limitation, any by-laws, offering plan(s) or house

rules, as same may be amended from time to time which have been and/or shall be recorded or executed in connection therewith, including those which were executed or prepared in order to convert the Land and the improvements (or any part thereof) erected thereon to a condominium form of ownership in accordance with the provisions of Article 9-B of the Real Property Law, or any successor hereto (the Declaration, together with all applicable provisions of the Declaration, any by-laws of the Condominium, the Condominium Rules and Regulations, the floor plans and the unit deed pursuant to which title to the demised Premises shall have been transferred shall hereinafter collectively be called, the "Condominium Documents", and the condominium " association and/or the board thereof, hereafter, the "Condominium Board of Manager"). Tenant shall comply with and shall not breach or permit to be breached any of the terms, covenants, conditions, or provisions of the Condominium Documents to the extent such compliance does not adversely effect the Tenant's rights under this Lease or increase Tenant's financial obligations under this Lease. Notwithstanding anything to the contrary contained in this Lease, Landlord represents and warrants that this Lease is permitted under the Condominium Documents and that no approvals are necessary for this Lease to become effective and Landlord shall not execute or consent to any modification of the Condominium Documents that would increase Tenant's obligations under this Lease or reduce Tenant's rights under this Lease or result or could result in a termination of this Lease. Landlord further represents that Landlord shall pay all common charges payable under the Condominium Documents and that Tenant is not responsible for **any such payments (or any portion thereof) and that Landlord is not in default under any of the Condominium Documents and will continue to comply with its obligations under the Condominium Documents throughout the Term of this Lease.**

B. Notwithstanding anything to the contrary contained herein, subject to the provisions of Paragraph A. above, if at any time during the Term, Landlord shall receive notice from the Condominium Board of Managers, unit owners of the Condominium or occupants of the Building that any use or manner of use or the operation of the demised premises or part thereof by Tenant or other persons claiming by, through or under Tenant, violates any provision of the Condominium Documents or results in a breach of any duty or obligation which Landlord may have or owe to the Condominium Board of Managers, any unit owner of the Condominium or other occupant of the Building, then Tenant shall immediately cease such and Tenant hereby agrees to indemnify, defend and hold Landlord, its successors and assigns, harmless from and against any cost, loss or expense (including reasonable attorneys fees) suffered or incurred by Landlord, its successors or assigns, in connection with any such claim and any action or proceeding thereon, such indemnification obligation to survive the expiration or other **termination of this Lease except if caused by the act or omission of Landlord or its agents.**

C. Tenant acknowledges that certain matters may require the consent of the Condominium Board of Managers and/or mortgagee(s) pursuant to the Condominium Documents, Landlord, upon written request of Tenant, and at Tenant's sole cost and expense, shall use its commercially reasonable efforts in assisting Tenant to obtain such consent.

D. Subject to the provisions of this Lease, with regard to any items of repair, maintenance, restoration, services or other obligations of Landlord under this Lease which under the Condominium Documents or by law is the duty or responsibility of the Condominium Board of Managers, or the owner of any other unit in the Condominium (each of the foregoing being a "Responsible Party"), Landlord shall use its best efforts to obtain the performance of such obligation by such Responsible Party..

66. LANDLORD'S RENOVATION WORK:

A. Work. The parties hereto acknowledge that Landlord may during the Term hereof and from time to time (but shall have no obligation to) perform certain repairs, improvements and/or alterations to the façade of the Building (the "Façade Work") and that Landlord may, at its option, as part of such Façade Work, install a new façade to the exterior of the Building, which may require that scaffolding and/or a sidewalk bridge be placed in the front of the demised premises, including the plate glass windows thereof. In addition, the parties hereto further acknowledge that Landlord may, at its option, (1) replace the exterior windows of the Building (the "Window Replacement"), which work will be performed by rigging extending from the roof over the exterior façade of the Building, (2) perform certain electrical upgrading to the electrical risers and feeders located throughout the Building (the "Electrical Upgrading") and (3) replace and/or restore the exterior storefronts of some or all of the ground floor retail premises located at the Building (the "Storefront Renovation").

B. No Abatement. Tenant acknowledges and agrees that it is not entitled to any abatement of Base Rent or additional rent in connection with the Façade Work, the Window Replacement, Electrical Upgrading or the Storefront Renovation, in connection with the temporary obstruction, blocking or darkening of Tenant's plate glass windows or the entrances into the Building resulting from any such work (including, but not limited to, the placement of ramping, sidewalk sheds, sidewalk bridges and/or scaffolding) provided Tenant and its subtenants shall at all times have access to the demised premises. Notwithstanding anything contained herein to the contrary, in the event during the Façade Work, Window Replacement,

Electrical Upgrading, and or the Storefront Renovation Tenant's ability to use all or a part of the demised premises or Tenant's windows are blocked for in excess of five (5) consecutive days then Tenant shall be permitted to abate its Rent until the situation is sufficiently remedied. Except as permitted herein, Tenant hereby agrees to release Landlord and Landlord's successors and assigns of and from any claims including, but not limited to, claims by reason of loss or interruption of business, damages, liability, action or causes of action of every kind and nature whatsoever arising under or in connection with (x) the Façade Work, Window Replacement, Electrical Upgrading and/or Storefront Renovation, (y) any obstruction, blocking or darkening that may result from such work (including, but not limited to, the placement of any ramping, sidewalk shed, sidewalk bridge and/or scaffolding) or (z) any reduction in the plate glass windows or display window areas following the completion of the Storefront Renovation, except for loss due to Landlord's negligence or willful misconduct. Tenant acknowledges and agrees that the work described in this Article may be performed at such times and in such a manner as Landlord may elect, provided Landlord uses reasonable efforts to minimize interference with the use and enjoyment of the demised premises by Tenant and its subtenants.

67. LATE CHARGES:

If Tenant shall fail to pay after the 10th day of the month any installment or payment of fixed rent or additional rent, Tenant shall be required to pay a late charge of two (\$.02) cents for each one (\$1.00) dollar which remains so unpaid. Such late charge is intended to compensate Landlord for additional expenses incurred by Landlord in processing such late payments. Nothing herein shall be intended to violate any applicable law, code or regulation, and in all instances all such charges shall be automatically reduced to any maximum applicable legal rate or charge. Such charge shall be imposed monthly for each late payment.

68. HOLDOVER:

If Tenant shall hold over in Possession of the leased premises beyond the expiration date or earlier termination date of this Lease, then the rent charged during such holdover period shall be 125% of the last scheduled rent payment due under this Lease, through and including the last day of any calendar month in which Tenant vacates and returns possession to Landlord. Notwithstanding anything contained herein to the contrary, if Landlord and Tenant are engaged in good faith negotiations to renew the Lease than the Rent shall not increase to the holdover rate during the first ninety (90) days after the expiration date.

- No penalty rent if in good faith negotiation.

69. LEGAL FEES:

The losing party shall pay all costs, reasonable legal fees and expenses that may be incurred or paid by the prevailing party or its agents in enforcing the covenants and conditions of this Lease.

70. TENANT'S PROPERTY:

Upon the expiration or other termination of the terms of this Lease, the eviction of Tenant, or upon Tenant's vacating the premises under any circumstances whatsoever, Tenant shall be obligated to remove all its personal property from the premises and leave same broom clean except Tenant shall not be required to remove any HVAC systems, floor or wall coverings, bathrooms, storage rooms, or drop ceilings. In the event Tenant fails to do so Landlord may deem the remaining property to be abandoned and shall have the right to dispose of such property in any manner it deems appropriate without further notice or liability to Tenant Landlord shall be under no responsibility to store, maintain or preserve the property for any length of time.

71. BROKER:

Tenant represents that there was no broker instrumental in consummating this lease other than Pink Stone Realty, LLC and Optimal Spaces, Inc. Tenant agrees to hold Landlord harmless from and against any and all claims or demands for brokerage commissions arising out of or in connection with the execution of this lease or any conversations or negotiations thereto with any broker other than the above-named broker. Broker's commissions shall not be deemed earned or payable until a lease has been approved and executed by the Landlord and delivered to the Tenant.

72. LITIGATION BY OR AGAINST TENANT:

In case Landlord or its agents shall, without fault on their part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold harmless Landlord and its agents and shall pay all costs, expenses and reasonable legal fees incurred by Landlord and its agents in connection with such litigation.

73. OPTION:

Landlord shall have option to terminate this lease on or after November 1, 2016 by

giving Tenant 180 days written notice by Certified Mail, R.R.R, to Tenant and this lease shall terminate on the date given (the "Vacate Date") as if that were the day and date set herein for its expiration. Tenant must vacate the demised premises by the date and shall be responsible for the payment of rent, additional rent and other sums due through expiration day only. In no event may Landlord terminate the Lease for the purpose of replacing Tenant with another tenant for the same premises be it the same configuration or expansion of another tenant's space. Landlord must either 1) give notice of sale of property or 2) deliver proof that at least fifty (50) percent of property's tenants, who have termination options within their lease, have been delivered written notice of termination, for purpose of residential conversion. If landlord exercises termination option during duration of initial 5 year lease a sum of \$50,000 will be paid to the tenant upon the unit being delivered vacant.

74. CONTROL BY RIDER:

In the event there is any conflict or inconsistency between the printed portion of this Lease and the Additional Clauses of this Lease, then all conflicts or inconsistencies shall be determined in favor of the Additional Clauses hereof which shall control.

75. APPLICATION OF TERMS AND CONDITIONS:

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

76. TENANT'S REMEDIES:

Tenant shall look only to Landlord's interest in the land and building, the demised premises, and in the proceeds of any sale and/or financing containing the demised premises for the satisfaction of Tenant's remedies for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord or Landlord's agents under this Lease, and no other property or other additional assets of Landlord or Landlord's agents shall be subject to any levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord

and Tenant hereunder or Tenant's use and occupancy of the demised premises. It is understood and agreed that both Landlord and Tenant and Landlord's agents shall have no personal liability with respect to this Lease.

77. GUARANTEE:

FOR VALUE RECEIVED, and in consideration for and as an inducement to Landlord to make the within Lease with Tenant, the undersigned *Robert Michael Herrick* who resides at *154 West 15th Street NY, NY 10011* and whose *Social Security Number is* - - hereby unconditionally and absolutely (except as hereinafter provided) guarantees to Landlord and Landlord's successors and assigns, the full performance and observance of all the obligations, covenants, conditions, and agreements provided for in the Lease and/or to be performed and observed by Tenant pursuant to the Lease. The foregoing Guaranty shall not be affected by any amendments to, extensions of and/or modifications to the Lease.

The undersigned hereby waives notice of acceptance of this Guaranty and any and all notices and demands of every kind and description which may be required to be given by any statutory rule of law, and agrees that the liability of the undersigned hereunder shall in no way be affected, diminished, or released by any extension of time or forbearance which may be granted to the Tenant, or any waiver under the Lease or by reason of any change or modification therein, or by the acceptance by Landlord of any changes therein, or by the release, modification, acceptance or waiver of any other security or collateral which may at any time be received or held for the faithful performance by the Tenant of its obligations under the Lease.

The undersigned agrees that this Guaranty may be enforced by the Landlord and its successors without the necessity of, at any time, resorting to or exhausting any other security or collateral or remedy, and without the necessity at any time of having recourse to the Tenant, and the undersigned does hereby waive the right to require the Landlord to pursue any other remedy or enforce any other right. Successive recoveries may be had hereunder. No invalidity, irregularity, or unenforceability of all or any part of the within Lease shall affect, impair, or be a defense to this Guaranty and this Guaranty shall constitute a primary obligation of the undersigned. No delay on the part of the Landlord in exercising any of its options, powers or rights, or partial or single exercising thereof, shall constitute a waiver hereof.

The undersigned agrees that if the Tenant becomes insolvent or shall be adjudicated a bankrupt or shall file a petition for reorganization arrangement or similar relief under any present or future provision of the United States Bankruptcy Code or if such petition is filed by creditors or the Tenant, or if the Tenant shall seek a judicial readjustment of the rights of creditors under any present or future Federal or State law, or if a receiver of all or any part of the property and assets of the Tenant is appointed by any Federal or State court, the undersigned's obligations may nonetheless be enforced against the undersigned by specific performance, suit or damages, or by any other appropriate proceeding at law or in equity.

The termination of the Lease for any reason whatsoever, including, but not limited to, the exercise of any rights of the Trustee or receiver in any of the proceedings referred to in the immediately preceding sentence, shall not affect the undersigned's obligations hereunder, or create in the undersigned any setoff against such obligations, or any claim against the Landlord. Neither

the undersigned's obligations under this Guaranty nor any remedy for enforcement thereof shall be impaired, modified, changed, released, or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of the Tenant in bankruptcy or of any remedy for the enforcement thereof resulting from the operation of any present or future provisions under the United States Bankruptcy Code or any other statute or from the decision of any court.

As a inducement to Landlord to make this Lease and in consideration thereof, Landlord and the undersigned covenant and agree that in any action or proceeding brought by either Landlord or the undersigned against the other on any matter whatsoever arising out of, under, or by virtue of the terms of this Lease or of this Guaranty, that Landlord and the undersigned shall and do hereby waive trial by jury.

Anything contained herein to the contrary notwithstanding, if tenant notifies Landlord by giving ninety (90) days written notice and surrenders premises to Landlord vacant and in broom clean condition, prior to the expiration of the Lease's term, and if at the time of such surrender the Tenant under the Lease has performed all of its obligations under the lease through the date of surrender and has paid all amounts due Landlord to the date of surrender, then and only then shall release the undersigned and this Guaranty shall be of no force and effect without further act of either party. Landlord shall retain Tenant's security deposit for this right of cancelation.

Anything above to the contrary notwithstanding to the foregoing guaranty shall be limited to performants of Tenant's obligations.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the 16 day of October
X _____
(GUARANTOR)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On Oct 16, 2015 before me personally came Robert Michael Herrick to me known, and known to me to be the individual described herein and who executed the within document and (s)he duly acknowledged to me that (s)he executed the same.

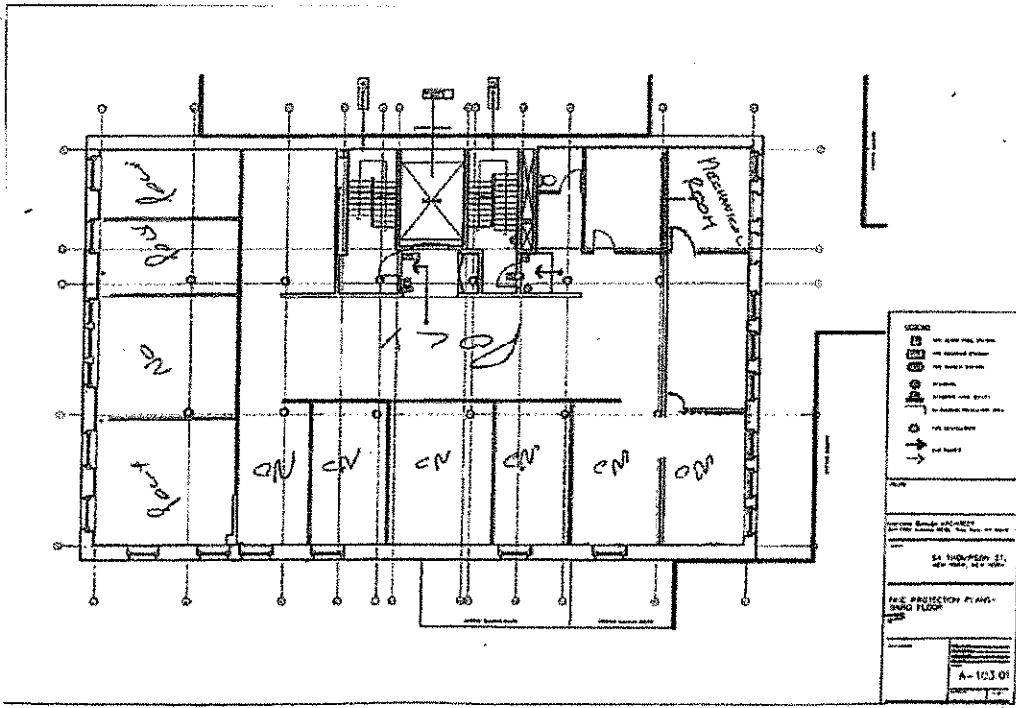
X _____
NOTARY PUBLIC



PLAN - making part of the Lease

X Landlord
Solu Thompson Realty

Richard Ohebshalom



54 THOMPSON STREET
3RD FLOOR

<ul style="list-style-type: none"> ○ Fire Extinguisher □ Fire Door ↓ Fire Alarm Pull Station
<p>54 THOMPSON ST. NEW YORK, N.Y. 10014</p>
<p>FIRE PROTECTION PLAN - 3RD FLOOR</p>
<p>A-103 01</p>