

STANDARD FORM OF LOFT LEASE
The Real Estate Board of New York, Inc.

9/99

AGREEMENT of LEASE, made as of this **28th** day of **July** in the year **2015**, between **Whitehall Property Management, Inc. 333 Hudson Street, New York, New York 10013** party of the first part, hereinafter referred to as OWNER, and **Glow Interactive, Inc., 333 Hudson Street, #302 New York, New York 10013** party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner **Unit 304 (see Exhibit B)**

in the building known as **333 Hudson Street** in the Borough of **Manhattan**, City of New York, for the term of **Three (3) Years, 1 Month**

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the

First day of **September** in the year **2015** and to end on the **Thirtieth** day of **September** in the year **2018**, and both dates inclusive, at an annual rental rate of **(see Schedule A)**

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 **\$4,500.00** 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 **office space**.

provided such use is in accordance with the certificate of occupancy for the building, if any, and for no other purpose.

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 nonstructural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises, using contractors or mechanics first approved in each instance by Owner. Tenant shall, at its expense, before making any alterations, additions, installations or improvements 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. 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 (30) 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 (20) 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 removed from the demised premises by Owner, at Tenant's expense.

Repairs: 4. Owner shall maintain and repair the exterior of and the public portions of the building. Tenant shall, throughout the term of this lease, take good care of the demised premises including the bathrooms and lavatory facilities (if the demised premises encompass the entire floor of the building), the windows and window frames, and the fixtures and appurtenances therein, and at Tenant's sole cost and expense promptly make all repairs thereto and to the building, whether structural or non-structural in nature, caused by, or resulting from, the carelessness, omission, neglect or improper conduct of Tenant, Tenant's servants, employees, invitees, or licensees, and whether or not arising from Tenant's conduct or omission, when required by other provisions of this lease, including Article 6. Tenant shall also repair all damage to the building and the demised premises Tenant shall also repair all damage to the building and the demised premises caused by the moving of Tenant's fixtures, furniture or equipment. All the aforesaid repairs shall be of quality or class equal to the original work or construction. If Tenant fails, after (10) days notice, to proceed with due diligence to make repairs required to be made by Tenant, the same may be made by Owner at the expense of Tenant, and the expenses

thereof incurred by Owner shall be collectible, as additional rent, after rendition of a bill or statement therefor. If the demised premises be or become infested with vermin, Tenant shall, at its expense, cause the same to be exterminated. Tenant shall give Owner prompt notice of any defective condition in any plumbing, heating system or electrical lines located in the demised premises and following such notice, Owner shall remedy the condition with due diligence, but at the expense of Tenant, if repairs are necessitated by damage or injury attributable to Tenant, Tenant's servants, agents, employees, invitees or licensees as aforesaid. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others making or failing to make any 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 with respect to the making of repairs shall not apply in the case of fire or other casualty with regard to which Article 9 hereof shall apply.

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 New York State 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 shall, at Tenant's sole cost and expense, 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, or, with respect to the building, if arising out of Tenant's use or manner of use of the demised premises of the building (including the use permitted under the lease). Except as provided in Article 30 hereof, 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 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. 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 and other authority having jurisdiction, and then only in such a manner and such a 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. If by reason of failure to comply with

the foregoing 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 "makeup" or rate for the building or demised premises issued by a 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 and which is 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 judgement, to absorb and prevent vibration, noise and annoyance.

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.

Tenant's Liability Insurance Property Loss, Damage, 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 for damage to persons or property resulting from any cause of whatsoever nature, unless caused by, or due to, the negligence of Owner, its agents, servants or employees; Owner or its agents shall not be liable for any damage caused by other tenants or persons in, upon or about said building or caused by operations in connection 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 whatsoever 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 attorney's 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 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 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 Owner'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 a 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 salvagable inventory and movable 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 releasors' 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 benefitting from the waiver shall pay such premium within ten (10) days after written demand or shall be deemed to have agreed that the party obtaining insurance coverage shall be free of any farther 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.

Eminent Domain: 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain or 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. 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 fixtures 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, undertenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant 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 underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

Electric Current: 12. Rates and conditions in respect to submetering 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 an 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 any portion of the building, or which Owner may elect to perform in the demised premises after Tenant's failure to make repairs, or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Owner to use, maintain and replace pipes and conduits in and through the demised premises, and to erect new pipes and conduits therein provided, wherever possible, they are within walls or otherwise concealed. 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 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 (6) months of the term for the purpose of showing the same to prospective tenants, and may, during said six (6) months period, place upon the demised premises the usual notices "To Let" and "For Sale" which notices Tenant shall permit to remain thereon without molestation. 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 obligation hereunder.

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, if used by Tenant, whether or not specifically leased hereunder.

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. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant shall be responsible for, and shall procure and maintain, such license or permit.

Bankruptcy: 16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by owner by 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 rental 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 the demised premises or any part thereof be relet by 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 reletting 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 and obtain 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 the demised premises becomes vacant or deserted, or of this lease be rejected under §365 of Title 11 of the U.S. Code (Bankruptcy Code); 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 Tenant shall be in default with respect to any other lease between Owner and Tenant; or if Tenant shall have failed, after five (5) days written notice, to redeposit with Owner any portion of the security deposited hereunder which Owner has applied to the payment of any rent and additional rent due and payable hereunder; or if Tenant fails to move into or take possession of the demised premises within thirty (30) days after the commencement of the term of this lease, of which fact Owner shall be the sole judge; 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 during 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 thereunder 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 be in 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 the 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.

Remedies of Owner and Waiver of Redemption: 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such reentry, dispossession 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, (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 subsequent 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.

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 the 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 thereunder. 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 or defending any action or proceeding, and prevails in any such action or proceeding, 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 therefor. 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.

Building Alterations and Management: 20. Owner shall have the right, at any time, without the same constituting an eviction and without incurring liability to Tenant therefor, 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 Tenant 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 any controls of the manner of access to the building by Tenant's social or business visitors, as Owner may deem necessary, for the security of the building and its occupants.

No Representations by Owner: 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, the demised premises, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the demised premises or the building, 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" on the date possession is tendered, 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

executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

End of Term: 22. Upon the expiration or other termination of the term 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 from the demised premises. 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 34 hereof, 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 premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured, or if Owner has not completed any work required to be performed by Owner, 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 any work required) until after Owner shall have given Tenant notice that Owner is able to deliver possession in the 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 page one of 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 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. All checks tendered to Owner as and for the rent of the demised premises shall be deemed payments for the account of Tenant. Acceptance by Owner of rent from anyone other than Tenant shall not be deemed to operate as an attornment to Owner by the payor of such rent, or as a consent by Owner to an assignment or subletting by Tenant of the demised premises to such payor, or as a modification of the provisions of this lease. 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 said 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 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, or 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 repairs, 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 doing so by reason of strike or labor troubles, or any cause whatsoever beyond Owner's sole control including, but not limited to, government preemption or restrictions, or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency, or by reason of the conditions which have been or are effected, 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.

Water Charges: 29. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Owner shall be the sole judge) Owner may install a water meter and thereby measure Tenant's water consumption for all purposes. Tenant shall pay Owner for the cost of the meter and the cost of the installation. Throughout the duration of Tenant's occupancy, Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. In the event Tenant fails to maintain the meter and installation equipment in good working order and repair (of which fact Owner shall be the sole judge) Owner may cause such meter and equipment to be replaced or repaired, and collect the cost thereof from Tenant as additional rent. Tenant agrees to pay for water consumed, as shown on said meter as and when bills are rendered, and in the event Tenant defaults in the making of such payment, Owner may pay such charges and collect the same from Tenant as additional rent. Tenant covenants and agrees to pay, as additional rent, the sewer rent, charge or any other tax, rent or levy which now or hereafter is assessed, imposed or a lien upon the demised premises, or the realty of which they are a part, pursuant to any law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, the water system or sewage or sewage connection or system. If the building, the demised premises, or any part thereof, is supplied with water through a meter through which water is also supplied to other premises, Tenant shall pay to Owner, as additional rent, on the first day of each month

☞ **\$17.00** Independently of, and in addition to, any of the remedies reserved to Owner hereinabove or elsewhere in this lease, Owner may sue for and collect any monies to be paid by Tenant, or paid by Owner, for any of the reasons or purposes hereinabove set forth.

Sprinklers: 30. Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the federal, state or city government recommend or require the installation of a sprinkler system, or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such sprinkler system installations, modifications, alterations, additional sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by said Exchange or any other body making fire insurance rates, or by any fire insurance company, Tenant shall, at Tenant's expense, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as required, whether the work involved shall be structural or non-structural in nature. Tenant shall pay to

☞ Owner as additional rent the sum of **\$11.00** on the first day of each month during the term of this lease, as Tenant's portion of the contract price for sprinkler supervisory service.

Elevators, Heat, Cleaning: 31. As long as Tenant is not in default under any covenants of this lease, beyond the applicable grace period provided in this lease for the curing of such defaults, Owner shall: (a) provide necessary passenger elevator facilities on business days from 8 a.m. to 6 p.m. and on Saturdays from 8 a.m. to 1 p.m.; (b) if freight elevator service is provided, same shall be provided only on regular business days, Monday through Friday inclusive, and on those days only between the hours of 9 a.m. and 12 noon and between 1 p.m. and 5 p.m.; (c) furnish heat, water and other services supplied by Owner to the demised premises, when and as required by law, on business days from 8 a.m. to 6 p.m. and on Saturdays from 8 a.m. to 1 p.m.; (d) clean the public halls and public portions of the building which are used in common by all tenants. Tenant shall, at Tenant's expense, keep the demised premises, including the windows, clean and in order, to the reasonable satisfaction of Owner, and for that purpose shall employ person or persons, or corporations approved by Owner. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such time as Owner may elect, and shall be due and payable hereunder, and the amount of such bills shall be deemed to be, and be paid as additional rent, Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Owner, are necessary for the proper operation of the building. Owner reserves the right to stop service of the heating, elevator, plumbing and electric systems, when necessary, by reason of accident or emergency, or for repairs, alterations, replacements or improvements, which in the judgment of Owner

are desirable or necessary to be made, until said repairs, alterations, replacements or improvements shall have been completed. If the building of which the demised premises are a part supplies manually operated elevator service, Owner may proceed diligently with alterations necessary to substitute automatic control elevator services without in any way affecting the obligations of Tenant hereunder.

Security: 32. Tenant has deposited with Owner the sum of \$ 13,500.00 (see paragraph 51 (b)) 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 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.

Captions: 33. 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 of any provision thereof.

Definitions: 34. The term "Owner" as used in this lease means only the owner of the fee or of the leasehold of the building, 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 "rent" includes the annual rental rate whether so expressed or expressed in monthly installments, and "additional rent." "Additional rent" means all sums which shall be due to Owner from Tenant under this lease, in addition to the annual rental rate. The term "business days" as used in this lease, shall exclude Saturdays, Sundays and all days 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: 35. If an excavation shall be made upon land adjacent to the demised premises, or 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: 36. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with, the Rules and Regulations annexed hereto 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.

Glass: 37. Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent,

Estoppel Certificate: 38. 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.



Directory Board Listing: 39. If, at the request of, and as accommodation to, Tenant, Owner shall place upon the directory board in the lobby of the building, one or more names of persons or entities other than Tenant, such directory board listing shall not be construed as the consent by Owner to an assignment or subletting by Tenant to such persons or entities.

Successors and Assigns: 40. 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 judgement (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.

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:

Witness for Tenant

Whitehall Property Management, Inc.  [L.S]
Glow Interactive, Inc.  [L.S]

ACKNOWLEDGEMENT

STATE OF NEWYORK,

SS.:

COUNTY OF

On the _____ day of _____ in the year _____, 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

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 36.

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 unit, 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 shall further, at Tenant's expense, keep the sidewalk a 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 Tenant, whether or not caused by Tenant, 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, 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 buildings 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. Notwithstanding the foregoing, dogs may be brought into the building so long as the dog does not create a nuisance by among other things, barking, howling, biting, scratching, jumping on people, scaring people, etc. It will be in the Owner's sole discretion whether or not to permit a dog to continue to be brought into 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 premises 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 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, of which these Rules and Regulations are a part.

9. Tenant shall not obtain for use upon the demised premises ice, drinking water, towel and other similar services, or accept barbering or bootblacking services in the demised premises, except from persons authorized by Owner, and at hours and under regulations fixed by Owner. 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 any Tenant requests same in writing. Tenant shall be responsible for all persons for whom it requests such pass, and shall be liable to Owner for all acts of such persons. Notwithstanding the foregoing, Owner shall not be required to allow Tenant or any person to enter or remain in the building, except on business days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m. 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 loft building, 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. Tenant shall not use the demised premises in a manner which disturbs or interferes with other tenants in the beneficial use of their premises.

14. 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. 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.

15. If you are scheduling an event that will bring more than 10 guests to your premises, at a time when regular attendant is not on duty, you are required to give Owner at least three (3) days written notice. We will arrange to have an attendant. There will be a charge of \$45.00 per hour for the service.*

Attended Hours: Monday – Friday 8:00 A.M. – 6:00 P.M.
Saturday 8:00 A.M. – 12:00 Noon.

*In the event more than one tenant has an event scheduled the charge will be prorated among the tenants.

Address

Premises

TO

STANDARD FORM OF

LOFT
LEASE

The Real Estate Board of New York, Inc.
© Copyright 1999. All rights Reserved.
Reproduction in whole or in Part prohibited

Dated

in the year

Rent Per Year

Rent Per Month

Term
From
To

Drawn by

Checked by

Entered by

Approved by

**RIDER ANNEXED TO AND MADE A PART OF LEASE
DATED AS OF JULY 28, 2015 BETWEEN
WHITEHALL PROPERTY MANAGEMENT, INC., AS OWNER
AND GLOW INTERACTIVE, INC., AS TENANT,
FOR UNIT #304
AT PREMISES 333 HUDSON STREET, NEW YORK, NEW YORK**

41. LEASE NOT BINDING UNTIL FULLY EXECUTED AND DELIVERED

This lease will be submitted to Owner upon execution hereby by Tenant as the Tenant's offer to enter into a lease upon the terms and provisions as aforesaid, but shall not be binding upon Owner unless and until executed by Owner and delivered to Tenant.

42. RIDER PROVISIONS PREVAIL

If and to the extent that any of the provisions of this Rider conflict with or are otherwise inconsistent with any of the preceding printed provisions of this Lease, or of the Rules and Regulations appended to this Lease, whether or not such inconsistency is expressly noted in this Rider, the provisions of this Rider shall prevail.

43. MAINTENANCE OF DEMISED PREMISES

At all times, Tenant shall keep the Demised Premises clean and free from rubbish or other debris. Tenant shall properly dispose of and recycle all garbage. Tenant shall supply and install at its own cost any and all light bulbs which require replacement within the Demised Premises. As set forth in paragraph 58 below, Tenant, at its sole cost and expense, shall arrange for the daily removal of all refuse and garbage from the Demised Premises. Tenant shall obtain all required licenses and permits for the conduct of its business in the Demised Premises as may from time to time be required by any governmental or quasi-governmental authority having jurisdiction over Tenant's business. In addition, Tenant shall be responsible for making all filings, paying all fees, and doing all work required by any governmental or quasi-governmental authority in connection with the work it is to perform, if any, pursuant to paragraph 68 of this Lease.

44. OWNER'S RIGHT OF SELF-HELP

If Tenant shall default in the observance or performance of any term or covenant on its part to be observed or performed under or by virtue of any of the terms or provisions in this Lease, without thereby waiving any such default by Tenant, Owner may on not less than thirty (30) days notice to Tenant, remedy such default unless within such thirty (30) day period Tenant has remedied such default. Any such action taken or monies expended by Owner pursuant to this Article 44 shall be deemed for the account and at the expense of Tenant and Tenant shall reimburse Owner for all reasonable amounts so expended by Owner within thirty (30) days of being presented with a bill therefore, which reimbursement shall constitute additional rent hereunder.

45. INDEMNIFICATION

Tenant will indemnify and save Owner harmless from and against all damages, liabilities, claims, costs and expenses, including reasonable attorney's fees, arising out of the use of the Demised Premises by Tenant, or any work or thing done by Tenant, or any condition created by Tenant, or its employees, agents or contractors, whether or not caused by negligence or breach of an obligation by Tenant.

46. PROHIBITION, NO HAZARDOUS SUBSTANCES, NO NOISE

Tenant shall not dispose of any chemicals, fats, oils, detergents, acid or other waste in the building plumbing or waste lines which could cause damage thereto, and shall not exceed the capacity of the building plumbing or waste lines. Tenant shall not handle, use, store or dispose in the Demised Premises, any chemicals, acids, or any other substance defined as "Hazardous" or "Toxic" within the ambit of any environmental law. Tenant covenants and agrees that Tenant will conduct its business in the Demised Premises in such manner, in the reasonable judgment of Owner, so that no objectionable noises will be permitted to emanate from the Demised Premises.

In the event Owner believes that such objectionable noises are arising as a result of Tenant's conduct, Tenant agrees to take such steps as are necessary to reduce such noise, in a manner satisfactory to Owner. All such work shall be done by Tenant at its sole cost and expense.

47. AIR CONDITIONING

(a) If Tenant or Owner installs any air conditioning unit in the Demised Premises or if air conditioning is already installed, Tenant shall, at its own cost and expense, maintain and keep said air conditioning unit in good condition.

(b) It is Tenant's obligation to pay for the electricity for the air conditioning, whether the electricity is supplied through a meter or sub-meter directly billed to Tenant, or through a meter billed to Owner. If the electricity is provided through a meter billed to Owner, Tenant shall be responsible for its pro rata share of the electricity billed on that meter as determined by the Owner based on the square footages of the premises covered by that meter. Owner shall bill Tenant for such electricity and the money owed by Tenant shall be additional rent.

48. ADDITIONAL RENT

Notwithstanding any provision of this Lease to the contrary, all sums of money other than the fixed rent, which are payable by Tenant to Owner under this lease shall be deemed to be additional rent.

49. LATE PENALTY

In addition to any other remedies Owner may have under this lease, Tenant shall pay to Owner, on demand, interest at the rate of one percent (1%) per month, for any rent or additional rent not paid on time, which interest shall be paid for the period commencing ten (10) days after the date such rent or additional rent was first due (without notice or grace period) and ending on the date the same is paid.

50. HOLDING OVER

If Tenant holds over in possession after the expiration or sooner termination of the original term or of any extended term of this Lease, such holding over shall not be deemed to extend the term or renew the Lease, but holding over thereafter shall continue upon the covenants and conditions herein set forth except that the charge for use and occupancy of such holding over for each calendar month or part thereof (even if such part shall be a small fraction of a calendar month) shall be 1/12 of the highest annual rent set forth on Schedule A of this Lease, multiplied by one point five (1.5). Neither the billing nor the collection of use and occupancy in the above amount shall be deemed a waiver of any right of Owner to collect damages for Tenant's failure to vacate the Demised Premises after the expiration or sooner termination of this Lease. The aforesaid provisions of this Article shall survive the expiration or sooner termination of this Lease.

51. SECURITY DEPOSIT

(a) Supplementing the provisions of Article 32 of this Lease, Tenant shall be required to re-deposit with Owner any portion of the security deposit utilized by Owner to cure any default by Tenant.

(b) Supplementing paragraph 32: The first two (2) months of security in the amount of \$9,000.00 will be due January 1, 2016. The third (3rd) month's security deposit of \$4,500.00 may be paid in twelve (12) monthly installments of \$375.00 beginning February 1, 2016.

52. INSURANCE

(a) Supplementing the provisions of Article 8 of this Lease, Tenant shall maintain at its sole cost and expense, policies of insurance, which provide the following coverage:

(i) Comprehensive general liability insurance including contract liability, property damage and personal injury, in an amount of not less than \$1,000,000 combined single limit for both

property damage and bodily injury.¹

Owner and Owner's mortgagee shall be named as additional insureds on all of the aforementioned policies of insurance.

(ii) Fire and casualty insurance in an amount sufficient to fully insure Tenant's property and improvements at the Demised Premises. Such policy shall be endorsed to waive all rights of subrogation against Owner.

(b) All insurance required by this Lease to be carried by Tenant shall be in form reasonably satisfactory to Owner and shall be issued by an insurance company reasonably satisfactory to Owner. Tenant shall cause to be included in all such insurance policies a provision to the effect that coverage will not be reduced, canceled or modified in any way, except upon not less than thirty (30) days prior written notice to Owner. Prior to the commencement of the term of this Lease, original insurance policies or insurance certificates, together with evidence of the payment of the premiums due as of the date of the issuance of the policy therefore, shall be deposited with Owner. Any renewals, replacements, modifications, or endorsements thereto shall also be deposited with Owner so that such insurance shall be in full force and effect throughout the term of this Lease, and Owner shall have in its possession, evidence of such insurance and of the payment of all premiums therefore.

53. OPERATION OF PREMISES

Tenant hereby covenants and agrees that at all times during the term of this Lease it shall: (a) not (i) injure, deface or otherwise damage the building, Demised Premises or any part thereof or any equipment or installation therein; (ii) commit any nuisance in or permit the emission of any objectionable odor from the Demised Premises; (iii) use or permit the use of any advertising medium, in a manner so as to constitute a nuisance or be heard or experienced outside of the Demised Premises; or (iv) commit any other act that might tend to injure the reputation of the building or the character of the neighborhood in which the Demised Premises are located, and (b) use reasonable efforts to preserve the safety, security and rights of quiet enjoyment of the other tenants of the building. In the event Tenant violates any of these conditions, Tenant shall immediately take whatever measures are necessary, or as Owner shall reasonably direct, to remedy same.

54. NOTICE OF DAMAGE

Tenant shall give prompt notice to Owner of any fire, accident, loss or damage or dangerous or defective condition materially affecting the Demised Premises or any part thereof or the fixtures or other property of Owner therein, of which Tenant has any knowledge. Such notice shall not, however, be deemed or construed to impose upon Owner any obligation to perform any work to be performed by Tenant under this Lease or not otherwise hereunder undertaken to be performed by Owner.

55. SUSPENSION OF SERVICES

Anything in this Lease to the contrary notwithstanding, Owner reserves the right to suspend furnishing heat, utilities, or other services when necessary, by reason of accident, or due to repairs, alterations or improvements only when necessary in Owner's reasonable judgment, in the Demised Premises or the building, and Owner shall have no responsibility or liability for such suspension of service. Except in an emergency, Owner shall provide at least five days advance notice of such suspension. In an emergency, notice shall be reasonable under the circumstances. The foregoing shall not be deemed to impose upon Owner any obligation for the furnishing of any service, maintenance or repair other than those specifically set forth in this Lease. The foregoing notwithstanding, Owner will do all it reasonably can to minimize adverse impact on Tenant's business.

56. MISCELLANEOUS:

A. No receipt of monies by Owner from Tenant, after any reentry or after the cancellation or termination of this Lease in any lawful manner, shall reinstate the Lease; and after the service of

¹ May be in the form of a blanket policy.

notice to terminate this Lease, or after the commencement of any action, proceeding or other remedy, Owner may demand, receive and collect any monies due, and apply them on account of Tenant's obligations under this Lease but without in any respect affecting such notice, action, proceeding or remedy, except that if a money judgment is being sought in any such action or proceeding, the amount of such judgment shall be reduced by such payment.

B. No payment by Tenant nor receipt by Owner of a lesser amount than may be required to be paid hereunder shall be deemed to be other than on account of any such payment, nor shall any endorsement or statement on any check or any letter accompanying any check tendered as payment 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 payment due or pursue any other remedy in this Lease provided. The failure of Owner to bill Tenant for any obligation of Tenant shall not relieve Tenant of the responsibility to pay such obligation, and Tenant agrees to pay such obligation when Owner bills it.

C. If in this Lease it is provided that Owner's consent or approval as to any matter will not be unreasonably withheld, and it is established by a court or body having final jurisdiction thereover that Owner has been unreasonable, the only effect of such finding shall be that Owner shall be deemed to have given its consent or approval; but Owner shall not be liable to Tenant in any respect for money damages by reason of withholding its consent.

57. **ELECTRIC**

Tenant will contract with Con Edison directly and will have a meter adequate for this purpose.

58. **SUPPLEMENTING PARAGRAPH 31**

(a) Notwithstanding the provisions of the printed form, the passenger elevator shall be available to Tenant 24 hours per day, 7 days per week.

(b) Tenant is responsible for removal of rubbish. In the event Owner takes rubbish for Tenant the building representative should be contacted and Owner will inform Tenant of the charges. This charge may be changed from time to time depending on the cost of rubbish removal.

59. **SUPPLEMENTING PARAGRAPH 28**

Notwithstanding the provisions of paragraph 28, notice by either party may be given by sending it with a nationally recognized overnight delivery carrier. Either party may designate a different notice address by giving written notice to the other party in accordance with the provisions of paragraph 28 as supplemented by this paragraph 59.

60. **BROKER**

Tenant and Owner represent and warrant to each other that neither party consulted or negotiated with any broker or finder with regard to the rental of the Demised Premises from Owner. Both Owner and Tenant agree to indemnify and hold each other harmless from any damages, costs and expenses suffered by either party by reason of any breach of the foregoing representations, including reasonable legal fees.

61. **REAL ESTATE TAX INCREASE**

(a) For purposes of this Lease, the term "Taxes" shall include all real estate taxes and assessments, special or otherwise including Business Improvement District fees and any other charge that appears on the tax bill, county taxes, transit taxes and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen as well as unforeseen (computed in all cases for purposes of this Article without regard to any exemption or abatement resulting from the nature of the ownership of the building, the nature of the use of any space in the building, a J-51 Program or any other cause) and, each and every installment thereof that, during the term of this Lease, may be levied, assessed, imposed, become due and payable or arise in connection with the use and occupancy or possession of or become due and payable out of or for the building and/or the land upon which the building is erected.

No inheritance, late charges, transfer taxes, penalty or other interest charges, estate, succession, gift, franchise, corporation or income tax or capital levy that is or may be imposed upon Owner shall be deemed to be included in Taxes; provided, however that if at any time during the term of this Lease the methods of taxation prevailing at the time of this Lease shall be altered so that in lieu of or as addition to or as a substitute for the whole or any part of the Taxes now levied, assessed or imposed on the building and/or the land upon which the building is erected, there shall be levied, assessed or imposed (i) a tax, assessment, levy, imposition or charge based on the rents received therefrom, whether or not wholly or partially as a capital levy or otherwise or (ii) a license fee measured by the rents received by Owner from the building and/or the land upon which the building is erected or (iii) a tax or license fee imposed upon Owner that is otherwise measured by or based in whole or in part upon the building and/or the land upon which the building is erected or (iv) any other tax, levy, imposition, charge or license fee, however described or imposed, then the same (computed in all cases without regard to any abatement or exemption as aforesaid) shall be included in Taxes.

(b) The "Base Year" for Taxes is the period from July 1, 2015 through June 30, 2016; "Escalation Year" is each July 1 through June 30 fiscal year occurring in whole or in part during the term of this Lease, commencing with July 1, 2016 through June 30, 2017. In the event that the amount of Taxes imposed in respect to any Escalation Year is greater than the amount of Taxes imposed in respect of the Base Year, then, in such event, Tenant shall pay to Owner, as additional rent, one and one tenths percent (1.1%) of such increase. Any amounts due to Owner pursuant to the provisions of this Article shall be paid to Owner within thirty (30) days following the receipt by Tenant of a statement showing the computation of such amounts with a copy of the tax bills. (Tenant may make twelve (12) monthly payments instead of one lump sum.) Any additional rent due by Tenant to Owner pursuant to this Article for an Escalation Year falling only partially within the term of this lease shall be apportioned so that Tenant shall pay, as its share of such increases in Taxes, only that portion thereof that corresponds to the portion of such Escalation Year that is within the term of this Lease.

62. CONSENT

Owner's consent or approval as to any matter, where Owner's consent is required, will not be unreasonably withheld.

63. NOISE

Tenant covenants and agrees that Tenant will conduct its business in the demised premises in such manner, in the reasonable judgment of Owner, so that no objectionable noises will be permitted to emanate from the demised premises which will disturb or interfere with the occupants of said building or said adjoining premises. In the event that Owner receives any complaints which Owner deems reasonable from tenants of said building or any adjoining premises resulting from such objectionable noises, Tenant agrees to install sound attenuating materials on the walls and ceilings of the demised premises or take such other steps as may be appropriate to adequately reduce such noise, in a manner reasonably satisfactory to Owner, so as to prevent objectionable noises from emanating from the demised premises. All such work shall be done by Tenant at its sole cost and expense.

64. LIMITED PERSONAL GUARANTEE

Lessee agrees that it shall deliver to Owner, simultaneously with the execution of this Lease Agreement the Limited Guarantee of Peter Levin ("Guarantor"), which Guarantee shall be in the form of Limited Guaranty annexed hereto as Exhibit A. This Guaranty is a guaranty of payment and performance, and not of collection. Owner need not exhaust any remedies against Lessee or utilize or apply any security deposited in reduction of Guarantor's obligation, if any, provided however, to the extent Owner is not entitled to retain any such security deposit, Guarantor shall be entitled to an offset or credit for the amount thereof.

65. LAWS, RULES, REGULATIONS

Both Owner and Tenant agree to abide by all laws, rules, regulations and building codes. In the event any work done by either party violates any law, rule, regulation or building code, the party that did the work shall remedy it at its expense. If the work cannot be re-done in such a way as to

remedy the violation, then the work shall be removed by the party that did the work at its expense, and Tenant shall not be entitled to any reduction of rent or any other consideration. If work done by Tenant is in violation and the Tenant does not correct it within five (5) days of Owner giving Tenant written notice to do so, then Owner may make the required correction at Tenant's expense. The amount due shall be deemed additional rent.

66. ABATEMENT

Notwithstanding the start date of the lease August 15, 2015, Tenant will be permitted to occupy premise free of rent beginning August 1, 2015 and ending September 30, 2015. Rent will begin October 1, 2015

67. BUILDING WIDE SYSTEMS

If any alterations or changes to the Demised Premises by the Tenant require any changes to any building wide systems where they are connected to or enter the Demised Premises, Owner shall do the work necessary to the building wide systems where they are connected to or enter the Demised Premises, at Tenant's cost and expense. Tenant shall provide Owner with plans for the alterations or changes which Owner shall review and Tenant shall make such changes as Owner requires. If Tenant prefers to have its own vendor do such work, then such vendor must consult with Owner and abide by what Owner requires.

68. SUPPLEMENTING ARTICLE 11

Notwithstanding anything contained in paragraph 11, upon receipt of Tenant's request to assign or sublet, Owner shall have the right and option, to be exercised in writing within twenty (20) days thereafter, to terminate the entire Lease, effective on the date (the "Termination Date") set forth in Owner's notice of termination, which shall be not less than sixty (60) days nor more than one hundred twenty (120) days following the service of Owner's notice of termination. In the event Owner shall exercise such option to terminate the entire Lease, this Lease shall expire on the Termination Date as if that date had been originally fixed as the expiration date of the term herein granted and Tenant shall surrender possession of the entire Demised Premises. Owner's failure to exercise such option to terminate shall not be deemed to constitute Owner's consent to such proposed assignment or sublet, which consent may only be given expressly and in writing. Owner's failure to exercise such option shall not be deemed a waiver of its right to terminate on any subsequent occasion.

69. CONDITION OF DEMISED PREMISES

Tenant agrees to accept the Demised Premises in their "AS IS" condition, as of the date of the commencement of the term of this Lease. Notwithstanding the foregoing, Owner shall (a) deliver the Demised Premises vacant and in broom clean condition, free of all leases, tenancies and occupancies by others; (b) perform and/or pay for the work set forth on Schedule "B" annexed hereto, which such work shall be performed in a good and workmanlike manner, free from defects and in accordance with the specifications therefore set forth on Schedule "B"; and (c) comply with all covenants of Owner set forth in this Lease. Tenant shall be responsible for paying rent beginning on the commencement date of this Lease whether or not the work it is required to perform is completed by that date or not.

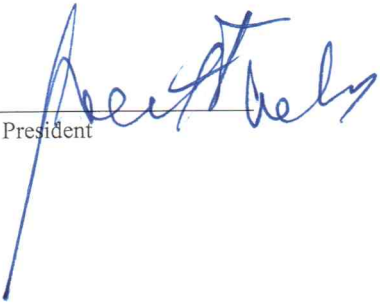
70. OWNER IS NET LESSEE

Tenant acknowledges that it is aware that Owner is the Net Lessee of the building. Owner represents and warrants that the Net Lease permits Owner to enter into this Lease, that it has the authority to enter into this Lease with Tenant, that no further consent of the owner of the land and building is required, and that the term of the Net Lease is for a term which exceeds the term described herein.

WHITEHALL PROPERTY MANAGEMENT, INC.

OWNER

By: _____
Jack Fuchs, President



GLOW INTERACTIVE, INC.

TENANT

By: _____



Schedule "A"

Rent Schedule

<u>For the Period Commencing</u>	<u>Through & Including</u>	<u>Monthly Fixed Rent</u>	<u>Annual Fixed Rent</u>
September 1, 2015	August 31, 2016	\$4,500.00	\$54,000.00
September 1, 2016	August 31, 2017	\$4,635.00	\$55,620.00
September 1, 2017	September 30, 2018	\$4,774.05	\$57,288.60

EXHIBIT A

LIMITED GUARANTY

FOR VALUE RECEIVED, and as an essential inducement to induce Whitehall Property Management, Inc. ("Owner"), to enter into that certain Agreement of Lease ("Lease"), dated as of July 28, 2015 between Owner and Glow Interactive, Inc., as Tenant ("Tenant"), for Unit 304 in the building known as and by the street number 333 Hudson Street, New York, New York, the undersigned Peter Levin as guarantor ("Guarantor"), whose address is

hereby unconditionally guarantees to Owner as follows:

1. The full and timely payment of the Base Rent and Additional Rent under the Lease up to and including the date upon which Tenant vacates the Unit and delivers possession of the Unit to Owner free of all tenancies and occupants, except for permitted bona fide subtenants (as provided for in the Lease), TENANT MUST GIVE NOT LESS THAN FIFTEEN (15) DAYS WRITTEN NOTICE TO OWNER IN ADVANCE OF ANY SUCH SURRENDER. UPON SURRENDER OF POSSESSION AS AFORESAID, THIS LIMITED GUARANTY SHALL BE DEEMED REVOKED AND, EXCEPT WITH RESPECT TO ANY LIABILITY OF THE UNDERSIGNED FOR THE THEN EXISTING GUARANTEED OBLIGATIONS (WHICH LIABILITY SHALL NOT BE TERMINATED, AFFECTED, RELEASED OR REVOKED EXCEPT BY PAYMENT THEREOF), THE UNDERSIGNED'S LIABILITY HEREUNDER SHALL CEASE AND TERMINATE.

2. Guarantor hereby agrees that the Owner shall have the right, in Owner's discretion, to proceed against the Guarantor without first instituting any action or proceeding against Tenant, or Owner may also take all available action for redress against Tenant alone or jointly against both Tenant and the Guarantor.

3. Guarantor further agrees that if it shall be necessary for Owner to institute action against the Guarantor in order to enforce this Limited Guaranty, Guarantor shall pay to Owner the reasonable fees and expenses of Owner's attorneys in connection with the enforcement of this Limited Guaranty if Owner prevails in the litigation. If Owner is not entitled to recover on the Guaranty, and there was a decision on the merits, then Owner shall reimburse Guarantor for its reasonable legal fees and expenses.

4. In any action of proceeding brought hereunder against Guarantor, the Supreme

Court of the State of New York for the County of New York shall have jurisdiction.

5. Guarantor hereby waives acceptance of this Guaranty, notice of any action taken or omitted in reliance herein, notice of default, notice of non-payment, notice on non-performance, notice of non-observance, presentment, protest or other proof of notice or demand, or promptness in making any claim or demand hereunder, whereby to charge the Undersigned. Guarantor hereby expressly agrees that the validity of this Guaranty shall not be terminated, affected or impaired by reason of the assertion of, or failure to assert, against Tenant or any other person any of the rights or remedies reserved pursuant to the provisions of the Lease.

6. In case of any agreement between Owner and Tenant extending the time of performance or modifying or waiving any of the terms, provisions or conditions of the Lease, or in case of any failure of Owner to enforce any of the terms or provisions of the Lease, Guarantor, nevertheless, shall continue to be liable upon this Limited Guaranty according to the tenor hereof and no extension, modification, waiver or failure to enforce Owner's rights under the Lease shall impair the obligations of the Guarantor herein to Owner, and this obligation shall be and remain in full force and effect, Guarantor hereby expressly waiving any notice of such extension, modification, waiver or failure to enforce, and no notice of default by Tenant or of the Guarantor, nor any demand, shall be required to charge the Guarantor under the provisions of this Limited Guaranty or the Lease, or any such agreement.

7. Any payments required to be made by the Guarantor hereunder shall become due on demand in accordance with the terms hereof and the expiration of the time period for curing same as provided under the Lease, if any, and Guarantor expressly waives and relinquishes all rights and remedies accorded by applicable law to guarantors, except the right to cure promptly.

8. The validity of this Limited Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of any action which Owner may take or fail to take against Tenant or by reason of any failure to enforce any of the rights or remedies reserved to Owner in the Lease, or otherwise. No delay on Owner's part in exercising any right, power or privilege under the Lease or this Limited Guaranty, shall operate as a waiver of any such right, power or privilege.

9. This Limited Guaranty shall remain in full force and effect, notwithstanding the institution by or against Tenant of a proceeding in bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature.

10. This Limited Guaranty shall continue and remain in full force and effect and be binding upon the Guarantor as to any modifications or extensions of the Lease. If Tenant assigns the Lease with Owner's consent, this Limited Guaranty shall not remain in effect provided a satisfactory replacement Limited Guaranty is obtained.

11. This Limited Guaranty is made in the State of New York, and shall be governed, construed and interpreted, as to validity, enforcement and in all other respects, in accordance with the laws of New York, and may not be changed, waived or terminated orally.

12. This Limited Guaranty shall be binding upon and inure to the benefit of Owner and its respective legal representatives, successors and assigns, and shall be binding upon the Guarantor and his respective heirs, executors, administrators, legal representatives and assigns, except that Guarantor shall not be liable for any obligations which accrue on or after the date of death of the Guarantor.

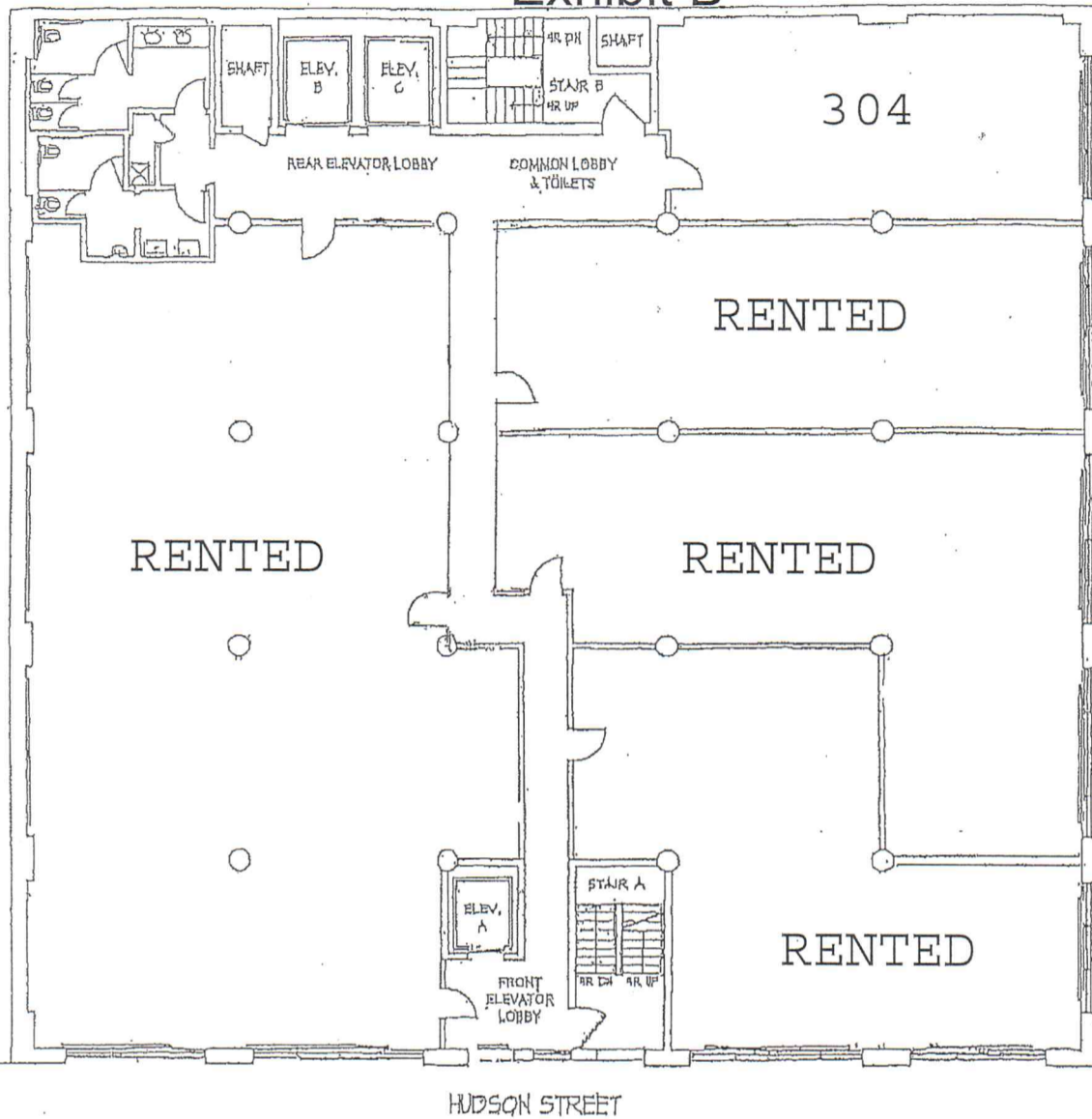
IN WITNESS WHEREOF, Guarantor has executed this Limited Guaranty this
____ day of September, 2015


By Exhibit Only
Peter Levin

Social Security Number:

Exhibit Only

Exhibit B



ALBERG: 	PROJECT: 333 HUDSON STREET	TITLE: PROPOSED 3rd FLOOR PLAN	DATE: 28 JAN 02
	ARCHITECT: GERTLER, WENTE KERBEYKIAN		SCALE: 1/16"=1'-0"
REGISTERED PROFESSIONAL ARCHITECTS <small>145 WEST 30th STREET NEW YORK NY 10011 212 477 8038 FAX 212 552 5525</small>			JOB NO.: 01090/00
			DRAWN BY: J.L.M.

RENEWAL and MODIFICATION AGREEMENT

THIS AGREEMENT, made as of this 27th day of July 2018

Between Whitehall Property Management, Inc. with offices at 333 Hudson Street Borough of Manhattan, City & State of New York as Owner

And Glow Interactive, Inc. with offices at 333 Hudson Street, Borough of Manhattan, City & State of New York, as Tenant

Witnesseth that, for and in consideration of the sum of One Dollar, it is mutually covenanted and agreed between the parties hereto, that the lease agreement dated March 26, 2008 and renewed April 9, 2013 as thereafter modified and/or extended for Unit 301/302

in the building known as No. 333 Hudson Street

in the Borough of Manhattan, City of New York, is hereby extended for a term of Five (5) years

from the First day of October two thousand and eighteen

to the Thirtieth day of September two thousand and twenty-three

at the rental rate as set forth on Schedule F annexed hereto

payable in equal monthly installments, in advance, on the first day of each and every month during the said extended term, and that all other terms, conditions, covenants and agreements contained in said lease agreement, as heretofore modified and extended, not inconsistent with this agreement, shall remain unchanged and are hereby ratified and confirmed and incorporated herein by reference, except that Tenant shall have no right to further renewal or extension of the lease agreement.

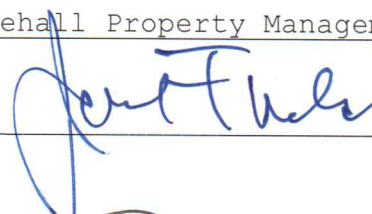
It is expressly agreed that if prior to the commencement of the extended term provided in this agreement, Tenant shall default in any of the terms, conditions, covenants and agreements contained in the aforementioned occupancy agreement, then at the option of Owner and without prior notice to Tenant, this renewal agreement shall be void, null and of no effect, as though the same had never been made.

The last effective paragraph of the agreement being renewed is number 69. It and the preceding numbered paragraphs of the agreement being renewed are carried forward and ratified in this agreement. Paragraphs 70 and 71 annexed hereto are being added to the lease, and the security deposit is increased by \$7,435.85 payable upon execution of this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the day and year first above written.

Witness:


As to Owner

Whitehall Property Management, Inc.


L.S.

Witness:

As to Tenant

Glow Interactive, Inc.


L.S.

Note well rider page attached

**RIDER ANNEXED TO AND MADE A PART OF RENEWAL AND MODIFICATION
AGREEMENT
DATED AS OF MARCH 26, 2018 BETWEEN
WHITEHALL PROPERTY MANAGEMENT, INC., AS OWNER
AND GLOW INTERACTIVE, INC., AS TENANT,
FOR UNIT #301/302
AT PREMISES 333 HUDSON STREET, NEW YORK, NEW YORK**

70. SECURITY DEPOSIT

The security deposit in paragraph 32 of the Lease Agreement dated March 26, 2008 and renewed April 9, 2013 is increased by \$7,435.85 upon execution of this agreement. Currently Tenant has a \$46,686.04 security deposit. The total security upon execution of this agreement will be \$54,121.89, which is 3 months at the new rent. The additional security deposit of \$7,435.85 may be paid in twelve (12) monthly installments of \$619.65 beginning October 1, 2018.

71. REAL ESTATE TAX INCREASE (REPLACES PARAGRAPH 69)

(a) For purposes of this Lease, the term "Taxes" shall include all real estate taxes and assessments, special or otherwise including Business Improvement District fees and any other charge that appears on the tax bill, county taxes, transit taxes and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen as well as unforeseen (computed in all cases for purposes of this Article without regard to any exemption or abatement resulting from the nature of the ownership of the building, the nature of the use of any space in the building, a J-51 Program or any other cause) and, each and every installment thereof that, during the term of this Lease, may be levied, assessed, imposed, become due and payable or arise in connection with the use and occupancy or possession of or become due and payable out of or for the building and/or the land upon which the building is erected.

No inheritance, late charges, transfer taxes, penalty or other interest charges, estate, succession, gift, franchise, corporation or income tax or capital levy that is or may be imposed upon Owner shall be deemed to be included in Taxes; provided, however that if at any time during the term of this Lease the methods of taxation prevailing at the time of this Lease shall be altered so that in lieu of or as addition to or as a substitute for the whole or any part of the Taxes now levied, assessed or imposed on the building and/or the land upon which the building is erected, there shall be levied, assessed or imposed (i) a tax, assessment, levy, imposition or charge based on the rents received therefrom, whether or not wholly or partially as a capital levy or otherwise or (ii) a license fee measured by the rents received by Owner from the building and/or the land upon which the building is erected or (iii) a tax or license fee imposed upon Owner that is otherwise measured by or based in whole or in part upon the building and/or the land upon which the building is erected or (iv) any other tax, levy, imposition, charge or license fee, however described or imposed, then the same (computed in all cases without regard to any abatement or exemption as aforesaid) shall be included in Taxes.

(b) The "Base Year" for Taxes is the period from July 1, 2018 through June 30, 2019; "Escalation Year" is each July 1 through June 30 fiscal year occurring in whole or in part during the term of this Lease, commencing with July 1, 2019 through June 30, 2020. In the event that the amount of Taxes imposed in respect to any Escalation Year is greater than the amount of Taxes imposed in respect of the Base Year, then, in such event, Tenant shall pay to Owner, as additional rent, three and four tenths percent (3.4%) of such increase. Any amounts due to Owner pursuant to the provisions of this Article shall be paid to Owner within thirty (30) days following the receipt by Tenant of a statement showing the computation of such amounts with a copy of the tax bills. (Tenant may make twelve (12) monthly payments instead of one lump sum.) Any additional rent due by Tenant to Owner pursuant to this Article for an Escalation Year falling only partially within the term of this

lease shall be apportioned so that Tenant shall pay, as its share of such increases in Taxes, only that portion thereof that corresponds to the portion of such Escalation Year that is within the term of this Lease.

WHITEHAL PROPERTY MANAGEMENT, INC.

OWNER

By: 
Jack Fuchs, President

GLOW INTERACTIVE, INC.

TENANT

By: 

Schedule "F"

Rent Schedule

<u>For the Period Commencing</u>	<u>Through & Including</u>	<u>Monthly Fixed Rent</u>	<u>Annual Fixed Rent</u>
October 1, 2018	September 30, 2019	\$18,040.63	\$216,487.56
October 1, 2019	September 30, 2020	\$18,581.85	\$222,982.20
October 1, 2020	September 30, 2021	\$19,139.31	\$229,671.72
October 1, 2021	September 30, 2022	\$19,713.49	\$236,561.88
October 1, 2022	September 30, 2023	\$20,304.89	\$243,658.68

Schedule "G"

OWNER'S WORK

Owner will:

- Paint premise.
- Scrape and paint radiators.

RENEWAL and MODIFICATION AGREEMENT

THIS AGREEMENT, made as of this 27th day of July 2018

Between Whitehall Property Management, Inc. with offices at 333 Hudson Street Borough of Manhattan, City & State of New York as Owner

And Glow Interactive, Inc. with offices at 333 Hudson Street, Borough of Manhattan, City & State of New York, as Tenant

Witnesseth that, for and in consideration of the sum of One Dollar, it is mutually covenanted and agreed between the parties hereto, that the lease agreement dated July 28, 2015 as thereafter modified and/or extended for Unit 304

in the building known as No. 333 Hudson Street

in the Borough of Manhattan, City of New York, is hereby extended for a term of Five (5) years

from the First day of October two thousand and eighteen

to the Thirtieth day of September two thousand and twenty-three

at the rental rate as set forth on Schedule B annexed hereto

payable in equal monthly installments, in advance, on the first day of each and every month during the said extended term, and that all other terms, conditions, covenants and agreements contained in said lease agreement, as heretofore modified and extended, not inconsistent with this agreement, shall remain unchanged and are hereby ratified and confirmed and incorporated herein by reference, except that Tenant shall have no right to further renewal or extension of the lease agreement.

It is expressly agreed that if prior to the commencement of the extended term provided in this agreement, Tenant shall default in any of the terms, conditions, covenants and agreements contained in the aforementioned occupancy agreement, then at the option of Owner and without prior notice to Tenant, this renewal agreement shall be void, null and of no effect, as though the same had never been made.

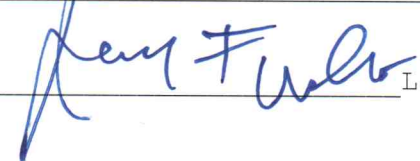
The last effective paragraph of the agreement being renewed is number 70. It and the preceding numbered paragraphs of the agreement being renewed are carried forward and ratified in this agreement. Paragraphs 71 and 72 annexed hereto are being added to the lease, and the security deposit is increased by \$1,251.81 payable upon execution of this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the day and year first above written.

Witness:

Whitehall Property Management, Inc.

As to Owner



L.S.

Witness:

Glow Interactive, Inc. L.S.

As to Tenant



L.S.

Note well rider page attached

**RIDER ANNEXED TO AND MADE A PART OF RENEWAL AND MODIFICATION
AGREEMENT
DATED AS OF MARCH 26, 2018 BETWEEN
WHITEHALL PROPERTY MANAGEMENT, INC., AS OWNER
AND GLOW INTERACTIVE, INC., AS TENANT,
FOR UNIT #304
AT PREMISES 333 HUDSON STREET, NEW YORK, NEW YORK**

71. SECURITY DEPOSIT

The security deposit in paragraph 32 of the Lease Agreement dated July 28, 2015 is increased by \$1,251.81 upon execution of this agreement. Currently Tenant has a \$13,500.00 security deposit. The total security upon execution of this agreement will be \$14,751.81, which is 3 months at the new rent. The additional security deposit of \$1,251.81 may be paid in twelve (12) monthly installments of \$104.32 beginning October 1, 2018.

72. REAL ESTATE TAX INCREASE (REPLACES PARAGRAPH 61)

(a) For purposes of this Lease, the term "Taxes" shall include all real estate taxes and assessments, special or otherwise including Business Improvement District fees and any other charge that appears on the tax bill, county taxes, transit taxes and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen as well as unforeseen (computed in all cases for purposes of this Article without regard to any exemption or abatement resulting from the nature of the ownership of the building, the nature of the use of any space in the building, a J-51 Program or any other cause) and, each and every installment thereof that, during the term of this Lease, may be levied, assessed, imposed, become due and payable or arise in connection with the use and occupancy or possession of or become due and payable out of or for the building and/or the land upon which the building is erected.

No inheritance, late charges, transfer taxes, penalty or other interest charges, estate, succession, gift, franchise, corporation or income tax or capital levy that is or may be imposed upon Owner shall be deemed to be included in Taxes; provided, however that if at any time during the term of this Lease the methods of taxation prevailing at the time of this Lease shall be altered so that in lieu of or as addition to or as a substitute for the whole or any part of the Taxes now levied, assessed or imposed on the building and/or the land upon which the building is erected, there shall be levied, assessed or imposed (i) a tax, assessment, levy, imposition or charge based on the rents received therefrom, whether or not wholly or partially as a capital levy or otherwise or (ii) a license fee measured by the rents received by Owner from the building and/or the land upon which the building is erected or (iii) a tax or license fee imposed upon Owner that is otherwise measured by or based in whole or in part upon the building and/or the land upon which the building is erected or (iv) any other tax, levy, imposition, charge or license fee, however described or imposed, then the same (computed in all cases without regard to any abatement or exemption as aforesaid) shall be included in Taxes.

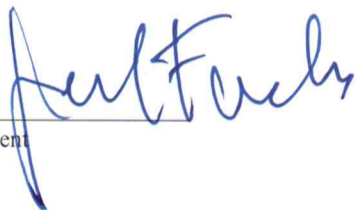
(b) The "Base Year" for Taxes is the period from July 1, 2018 through June 30, 2019; "Escalation Year" is each July 1 through June 30 fiscal year occurring in whole or in part during the term of this Lease, commencing with July 1, 2019 through June 30, 2020. In the event that the amount of Taxes imposed in respect to any Escalation Year is greater than the amount of Taxes imposed in respect of the Base Year, then, in such event, Tenant shall pay to Owner, as additional rent, one and one tenths percent (1.1%) of such increase. Any amounts due to Owner pursuant to the provisions of this Article shall be paid to Owner within thirty (30) days following the receipt by Tenant of a statement showing the computation of such amounts with a copy of the tax bills. (Tenant may make twelve (12) monthly payments instead of one lump sum.) Any additional rent due by Tenant to Owner pursuant to this Article for an Escalation Year falling only partially within the term of this lease shall be apportioned so that Tenant shall pay, as its share of such increases in Taxes, only that portion

thereof that corresponds to the portion of such Escalation Year that is within the term of this Lease.

WHITEHAL PROPERTY MANAGEMENT, INC.

OWNER

By: _____
Jack Fuchs, President



GLOW INTERACTIVE, INC.

TENANT

By: _____



Schedule "B"

Rent Schedule

<u>For the Period Commencing</u>	<u>Through & Including</u>	<u>Monthly Fixed Rent</u>	<u>Annual Fixed Rent</u>
October 1, 2018	September 30, 2019	\$4,917.27	\$59,007.24
October 1, 2019	September 30, 2020	\$5,064.79	\$60,777.48
October 1, 2020	September 30, 2021	\$5,216.73	\$62,600.76
October 1, 2021	September 30, 2022	\$5,373.23	\$64,478.76
October 1, 2022	September 30, 2023	\$5,534.43	\$66,413.16

OWNER'S WORK

Owner will:

- Paint premise.
- Scrape and paint radiators.
- Construct conference room.
- Provide and install window unit air conditioner