

STANDARD FORM OF LOFT LEASE

The Real Estate Board of New York, Inc.

5/2 YEARS
7/1/14 - 11/30/19

Agreement of Lease, made as of this 12th day of June in the year 2014, between Scandia

part, hereinafter referred to as TENANT,

Witnesseth:

Owner hereby leases to Tenant and Tenant hereby hires from Owner entire rentable area of 4th floor (excluding common areas), as shown on Exhibit A annexed hereto,

in the building known as 7 West 18th Street (the "building")

in the Borough of Manhattan

six (6) months

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

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the Commencement Date (hereinafter defined), and to end on the

Expiration Date (hereinafter defined), and

both dates inclusive, at the annual rental rate set forth on Schedule A annexed hereto

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

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

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representative, 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 offices for media production company

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, commercial 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 due 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.

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 therefore. 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, or which shall or might subject Owner to any liability or responsibility to any person, or for property damage. Tenant shall not keep anything in the demised premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire

, including lighting fixtures

(and Tenant shall not disassemble or remove any individual parts of such fixtures and installations)

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 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 ten (10) days

RIDER TO LEASE
BETWEEN SCANDIA REALTY LIMITED PARTNERSHIP,
AS OWNER, AND RABBIT CONTENT, LLC,
AS TENANT

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41. Conflicts. If any conflict shall arise between any of the provisions of this Rider and any of the terms, printed or typewritten, of the printed portion of the Lease to which this Rider is attached, all such conflicts shall be resolved in favor of the provisions of this Rider.

42. Real Estate Taxes. (a) For the purposes of this Lease, the following terms shall have the following meanings:

(i) "Real Estate Taxes" shall mean all taxes, assessments (special or otherwise), and other charges (including business improvement district charges and payments in lieu of real estate taxes or in lieu of additions to real estate taxes) levied, assessed or imposed at any time by the City of New York or by any other governmental authority upon or against the land and building of which the demised premises form a part and any rights or interests appurtenant thereto, including air rights (collectively referred to herein as the "real property"). If the method of taxation is changed so that in lieu of, as an addition to, or as a substitute for all or any part of said Real Estate Taxes, there is assessed any other tax, assessment or charge, including one based on the rents or income received from the real property, all such taxes, assessments and charges shall be considered Real Estate Taxes. Real Estate Taxes shall not include any franchise, gift, inheritance, estate, sales, transfer, mortgage, general income or profit tax imposed on Owner unless such tax is deemed part of Real Estate Taxes pursuant to the preceding sentence. If in any Tax Year (including the Base Tax Year) there is any abatement, exemption or discount of Real Estate Taxes (or any assessment or rate which comprises Real Estate Taxes), the abatement, exemption or discount shall not be taken into account, and Real Estate Taxes shall be determined as if there were no abatement, exemption or discount; unless such abatement is a generic abatement applicable to all commercial real property owners, including Owner.

(ii) "Tax Year" shall mean each 12-month fiscal period commencing July 1 and ending June 30 (or any other such period as may be adopted by the City of New York as its fiscal year for computing taxes), any portion of which occurs during the term of the Lease.

(iii) "Base Tax Year" shall mean the Tax Year commencing July 1, 2014, and expiring June 30, 2015.

(iv) "Subsequent Tax Year" shall mean each Tax Year commencing within the term of this Lease which shall be subsequent to the Base Tax Year.

(v) "Tax Statement" shall mean a statement showing the calculation of the Tax Payment (hereinafter defined).

(vi) "Tenant's Proportionate Share" shall mean eleven and 11/100 percent (11.11%).

(b) If the Real Estate Taxes for any Subsequent Tax Year are greater than the Real Estate Taxes for the Base Tax Year for any reason whatsoever (including but not limited to increase(s) in tax rate, and/or increase(s) in assessed valuation occurring by reason of, among other things,