

STANDARD FORM OF LOFT LEASE

The Real Estate Board of New York, Inc.

Agreement of Lease, made as of this 1st day of March in the year 2008, between

Claude Simon, Landlord/Proprietary Lessee, 160 Madison Avenue, New York, New York
 party of the first part, hereinafter referred to as OWNER, and
 TRIPOLOGY, Inc., a Delaware corporation
 party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner Entire Sixth (6th) Floor

in the building known as 160 Madison Avenue, City of New York, for the term of Two (2) years and three (3) months

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the 31st day of March in the year 2008, and to end on the 31st day of May in the year 2010, at an monthly rental rate of \$8,125 for the first year and \$8,450 for the second and three-month portion of the third year plus a 3 month security of \$25,350

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).

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:

Occupancy:

1. Tenant shall pay the rent as above and as hereinafter provided.

2. Tenant shall use and occupy the demised premises for office space

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

alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical

lines, in or to the interior of the demised premises, using contractors or

mechanics first approved in each instance by Owner, Tenant shall, at its

expense, before making any alterations, additions, installations or improve-

ments obtain all permits, approvals and certificates required by any

governmental or quasi-governmental bodies and (upon completion of)

certificates of final approval thereof, and shall deliver promptly duplicate

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 reasonably 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 forty-five (45) days hereafter, at Tenant's expense, by payment or filing

a bond as permitted by law. All fixtures and all painting, partitions, railings

and like installations, installed in the demised premises at any time, either

by Tenant or by Owner on Tenant's behalf, shall become

the property of Owner and shall remain upon and be surrendered with the

demised premises upon termination of the lease, except to the extent that

Owner may reasonably require. 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, ~~ownership of same~~

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 to any such installations, and repair any damage to the demised

premises including the bathroom and lavatory facilities (if the demised

premises encompass the entire floor of the building), the windows and at

Tenant's sole cost and expense promptly make all repairs thereto and at

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, 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 notice, to proceed

Footnotes

1. Such notice will not be unreasonably withheld

1.1 shall be removed by Tenant prior to the expiration of the term (and any damage caused thereby shall be repaired by Tenant) or, at Tenant's option, shall

1.2 reasonable wear and tear excepted

2. Notwithstanding anything to the contrary contained herein, Tenant shall not be required to (a) to make any repairs (whether structural or non-structural) to the extent the same are

under this lease; (c) make any structural repairs unless necessitated by any action of the tenant or employees; (d) comply with any requirements of law or of the

Board of Fire Underwriters which pertain to structural repairs unless necessitated by any action of the tenant or employees; (e) make any repairs (whether structural or non-structural) to the extent the same are

2.1 Notwithstanding the foregoing, Owner agrees that, in making such repairs, alterations, additions or improvements, Owner shall use all reasonable efforts to minimize interference with

Tenant's use and occupancy of the demised premises and its access thereto. Owner further agrees to perform all such repairs, alterations, additions or improvements in a good and

workmanlike manner with due diligence.

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 bathroom and lavatory facilities (if the demised premises encompass the entire floor of the building), the windows and at Tenant's sole cost and expense promptly make all repairs thereto and at 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, 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 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

Requirements of Law, Insurance, and 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. Except as provided in Article 3) 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 thereon, violated any such laws, ordinances, orders, rules, regulations or requirements with respect to the demised premises or method of operation thereon, or in connection with the use of 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 or 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 manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the demised premises in a manner which will increase the insurance rate for the building or any

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.

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. Except as provided in Article 3) 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 thereon, violated any such laws, ordinances, orders, rules, regulations or requirements with respect to the demised premises or method of operation thereon, or in connection with the use of 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 or 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 manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the demised premises in a manner which will increase the insurance rate for the building or any

casualty with regard to which Article 9 hereof shall apply.

respect to the making of repairs shall not apply in the case of this Article 4 with

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Entire Sixth (6th) Floor

in the building known as 160 Madison Avenue, City of New York, for the term of Two (2) years and three (3) months

both dates inclusive, at an monthly rental rate of \$8.125 for the first year and \$8.450 for the second and three-month portion of the third year plus a 3 month security of \$25,350.

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).

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

1. Tenant shall pay the rent as above and as hereinafter provided.
2. Tenant shall use and occupy the demised premises for office space occupancy;

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

3. Tenant shall make no changes in or to the demised premises of any nature without Owner's written consent. If the demised premises be or

to the provisions of this article, Tenant, at Tenant's expense, may make

located in the demised premises and following such notice, Owner shall remedy the condition with due diligence, but at the expense of Tenant.

repairs are necessitated by damage or injury attributable to Tenant, Tenant's servants, agents, employees, invitees or licensees as aforesaid, expenses, before making any alterations, additions, installations or improve-

there shall be no allowance to Tenant for a diminution of rental value

all such permits, approvals and certificates to Tenant, and will cause Tenant's contractors and sub-contractors to carry, such

[illegible]

aimed 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

for damages for breach of contract. The provisions of this Article 4 with

Tenant or by Owner on Tenant's behalf. The property of Owner and shall remain upon and be surrendered with the casualty with regard to which Article 9 hereof shall apply.

5. Tenant will not clean or require, permit, suffer or allow any window in the demised premises to be soiled or stained in any manner.

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.

_____ of Law,

insurance, expense, promptly comply with all present and future laws, orders and regulations of all state, Floor Loads: All property permitted or

ments, commissions and boards and any direction of any public officer

Board of Fire Underwriters, Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or moved from the demised premises by Owner, at Tenant's expense.

[illegible]

includes including the bathrooms and lavatory facilities (if the demised premises encompass the entire floor of the building), the windows and of the building (including the use permitted under the lease). Except as provided in Article 30 hereof, nothing herein shall require Tenant to make

the demised premises or method of operation therein, violated any such structural repairs or alterations unless a claim has, by its terms, or use of

... or resulting from, the carelessness, omission, neglect or improper conduct of Tenant, Tenant's servants, employees, invoices, or licensees, (to the demised premises which is contrary to law, or which will invalidate thereto. Tenant shall not do or permit any act or thing to be done in or

or be in contact with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner. Tenant shall not keep

used by the moving of Tenant's fixtures, furniture or equipment. All forecasted repairs shall be of quality or class equal to the original work

only in such manner and such quantity as not to increase the rate for fire insurance applicable to the building, nor use the demised premises

It is important to note that the results of the present study are based on a cross-sectional design. Therefore, the results cannot be used to infer causality. Future research should use a longitudinal design to investigate the relationship between the variables of interest.

ice will not be unreasonably withheld.

and anything to the contrary contained herein, Tenant shall not be required to (a) to make any repairs (whether structural or non-structural) to the extent the same

use, (c) make any sprinkler installations, repairs or modifications unless required or necessitated by any action by Tenant, (d) comply with any requirements of law, and (e) comply with the lease.

with Disabilities, Act (or like New York State or New York City equivalent).

in a manner with due diligence.

 Rider to be added if necessary.

Current:

Eminent Domain:

14. No walls, vault space or area, whether or not enclosed or covered, shall within the property line of the building be located hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All walls 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/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 constitutive 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 premises in violation of the certificate of occupancy which has been 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 risks averted hereto with respect to Owner's work, if any. In any event, Tenant 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, if at any time the

(d) It is stipulated and agreed as between the parties hereto that the fee shall be applicable only to the party then owning Tenant's interest in this lease.

The first two studies were designed to test the hypothesis that the degree of
 social desirability bias in the responses of students to a questionnaire is
 related to the degree of social desirability bias in the responses of students
 to a questionnaire. The first study was a pilot study and the second study was
 a main study. The results of the pilot study showed that the degree of social
 desirability bias in the responses of students to a questionnaire was related
 to the degree of social desirability bias in the responses of students to a
 questionnaire. The results of the main study showed that the degree of social
 desirability bias in the responses of students to a questionnaire was related
 to the degree of social desirability bias in the responses of students to a
 questionnaire.

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 damage to or destruction of or this lease be released under 53B5 of Title 11 of the U.S. Code, then the lease shall terminate on the date of the default.

[illegible]

(2) If the notice provided for in (1) hereof shall have remained liable as hereinafter provided.

[illegible][illegible][illegible]

compensating such liquidated damages there shall be added to the said deficiency such expenses as liquidated damages there shall be added to the said deficiency such as legal expenses, reasonable attorneys' fees, brokerage, advertising, and 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 said brought to collect the amount of the deficiency for any month shall not preclude 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-letting 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

of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as to the demised premises, or in the event that the demised premises are let for failure to collect the rent thereon under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net proceeds 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 hereunder, Owner shall have the right of injunction and the right to provide any remedy allowed at law or in equity as it deems fit. 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

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, if accepted, 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 in connection with any default by Tenant in the covenant to pay rent hereunder. If Owner, in connection with the foregoing, or in connection with any default by Tenant in the covenant to pay rent hereunder, shall incur any expense, then, unless otherwise provided elsewhere in this lease, Owner may immediately, or at any time thereafter, and without notice, perform the obligation of Tenant in connection with any default by Tenant in the covenant to pay rent hereunder. If Owner, in connection with the foregoing, or in connection with any default by Tenant in the covenant to pay rent hereunder, shall incur any expense, then, unless otherwise provided elsewhere in this lease, Owner may immediately, or at any time thereafter, and without notice, perform the obligation of Tenant in connection with any default by Tenant in the covenant to pay rent hereunder.
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Management: locating, habiting or rearranging and or location of public entrance, stairs, doors, passageways, 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 or other Tenant making any repairs to the building or other alterations, additions and improvements to the building by Tenant's social or business visitors, as Owner may deem the building by Tenant's imposition of any controls of the manner of access to reason of Owner's repairs.

Furthermore, Tenant shall not have any claim against Owner by reason of Owner's repairs to the building or other alterations, additions and improvements to the building or other alterations, additions and improvements to the building by Tenant's social or business visitors, as Owner may deem the building by Tenant's imposition of any controls of the manner of access to reason of Owner's repairs.

21. Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, and the 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 any other matter or thing 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 all their condition and agrees to take the same "as-is," on the date possession is transferred to Tenant.

modification, discharge or abandonment is sought, and signed by the party against whom enforcement is sought of it in whole or in part, unless such executory agreement is in writing and ineffective to change, modify, discharge or effect an abandonment of the premises, and any executory agreement hereafter made shall terminate and completely express the agreement between Owner and Tenant, and the parties hereto are merged in this contract, heretofore made between the parties hereto as merged in this contract, except as to latent defects. All understandings and agreements heretofore made between the parties hereto at the time said possession was so taken, and satisfactory condition of which the same form a part, were in good premises, and the building of which the same form a part, were in good tenanted premises by Tenant shall be conclusive evidence that the said premises have been accepted by Tenant in accordance with the terms and conditions set forth herein.

hold its consent to an assignment of this lease or a subletting of the demised premises. No signature or endorsement shall be a judgment on and not a waiver of the certificate of occupancy or other applicable laws or regulations governing the use of the building by other tenants or good character. Any tenant confined herein to the contrary further notwithstanding, the premises to any entity affiliated with Tenant (i.e., parent, subsidiary or controlled company) business hours unless otherwise requested by Tenant, with a minimum of inconvenience to Tenant's use and occupancy of the demised premises and its access thereto. Owner agrees to business hours unless otherwise requested by Tenant, with a minimum of inconvenience to

**RIDER TO LEASE DATED MARCH 1, 2008
BETWEEN CLAUDE SIMON AS LANDLORD
AND PROPRIETARY LESSEE
AND TRIPOLOGY, INC. AS TENANT**

1. Tenant acknowledges that (i) its agreement to fully and timely pay all installments of rent is a material inducement for owner to enter into this lease; (ii) the aggregate amount of all rent installments are due and payable in full at the commencement of the term but owner, solely for owner's convenience, has permitted said amount to be payable in equal monthly installments during the term; (iii) upon default and subject to the applicable notice and/or cure period in the full and timely payment of any rent installment, and upon owner's termination of this lease, the entire unpaid balance of the aggregate amount of all rent installments for the then remainder of the term (as originally reserved) subject to credit for rents received upon owner's re-renting of the demised premises, if any, will immediately become due and payable within fifteen (15) business days written notice or demand; and tenant agrees that the provisions of this article: (a) will not constitute or be deemed to be liquidated damages or a penalty; (b) will apply notwithstanding any contrary provision of this lease; and (c) will be in addition to, and not limit, any other rights and remedies available to owner pursuant to this lease and otherwise (including, without limitation, those regarding additional rent reserved under this lease) upon a default in the full and timely payment of rent installment. The parties agree that this article fairly reflects their intent with respect to a default of the nature specified in clause "(iii)" of this paragraph.

2. Landlord agrees that the security deposit deposited with Landlord shall be maintained in an interest-bearing account with interest accruing for the tenant less a 1% administrative charge for the landlord.

3. (a) Tenant shall indemnify and hold harmless (i) owner; (ii) 160 Madison Avenue Owners Corporation; and (iii) 160 Madison Avenue Owners Company; from and against all damages, liabilities, claims, costs and expenses, including reasonable attorneys' fees, arising out of the use of the demised premises or any work or thing done, or any condition created by tenant or its employees, agents, invitees, licensees, customers or contractors, unless same is caused by the negligence or intentional misconduct of the indemnified party.

(b) Tenant shall, throughout the term of this lease, at its own cost and expense, for the benefit of (i) owner; (ii) 160 Madison Avenue Owners Corporation; and (iii) 160 Madison Avenue Owners Company; and such other parties as owner may designate, maintain general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the demised premises, whether or not caused by negligence or breach of any obligation by tenant or its employees, agents, invitees, licensees, customers or contractors, said insurance to afford protection to the limit in such amount as owner may reasonably require by in no event less than \$3,000,000.00 combined single limit for each occurrence in respect of personal injury or death and damage to property.

(c) Tenant shall also throughout the term of this lease for the benefit of (i) owner; (ii) 160 Madison Avenue Owners Corporation; and (iii) 160 Madison Avenue Owners Company; and such other parties as owner may designate, maintain the following insurance:

(1) sprinkler leakage insurance in amounts and form reasonably satisfactory to owner;

(2) rent insurance with extended coverage equal to tenant's rent, real estate taxes and insurance premiums for a period of one year (or in lieu of such rent insurance, business interruption insurance with extended coverage in an amount at least equal to the required rent insurance).

(d) The insurance policies required by this article shall contain a waiver by the insurance carrier of any right of subrogation against owner or any other insured party, whether or not said carrier charges tenant an additional premium therefor, and shall provide that no cancellation of said policy shall be effective unless ten (10) days prior written notice has been given to owner and all other insured parties. Said insurance may be carried under a blanket policy covering the demised premises and other locations of tenant, if any, provided that each such policy shall in all respects comply with this article and shall specify that the portion of the total coverage of such policy that is allocated to the demised premises is in the amounts required pursuant to this article. At the time said insurance is first required to be carried by tenant and, in any event, at least ten (10) business days prior to the effective date of any such policy, tenant agrees to deliver to owner either a duplicate original of the aforesaid policies or a certificate evidencing such insurance. Owner may also require other insurance, from time to time, against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated, due regard being given to the type of building, its construction, use and occupancy.

4. (a) Tenant shall look solely to the equity of owner in an to the demised premises (sixth floor only) in the event of a breach or default by owner of the provisions of this lease, and tenant agrees that the liability ow owner under this lease shall not exceed the value of such equity and income of owner in and to the demised premises (sixth floor only). No properties or assets of the owner (or of any persons or entities comprising owner) other than the demised premises shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other juridical process) arising out of this lease, and if tenant shall acquire a lien or any other properties or assets of owner, by judgment or otherwise, tenant shall promptly release such lien on such other properties and assets by executing, acknowledging and delivering to owner an instrument to that effect prepared by owner's attorneys.

(b) The obligations of owner under this lease shall not be binding upon owner named herein after the sale, conveyance, assignment or transfer by such owner (or upon any subsequent owner after the sale, conveyance, assignment or transfer by such subsequent owner) of its interest in the building or the demised premises, as the case may be, and in the event of any such sale, conveyance, assignment or transfer, 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, grantee, assignee or other transferee, that such purchaser, grantee, assignee or other transferee has assumed and agreed to carry out any and 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 transferee, that such purchaser, grantee, assignee or other transferee has assumed and agreed to carry out any and all covenants and obligations of owner hereunder.

5. (a) Tenant shall not use, store, maintain or permit any hazardous material (as

hereinafter defined) to be used, stored, maintained or located on, in or about the demised premises in a manner that violates any environmental requirement (as hereinafter defined).

(b) The term "hazardous material" shall mean any material or substance that, whether by its nature or use, is now or shall at any time during the term of this lease be defined as hazardous waste, hazardous substance, pollutant or contaminant under any environmental requirement, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic or otherwise hazardous and which is now or shall at any time during the term of this lease be regulated under any environmental requirement, or which is or contains petroleum, gasoline, diesel fuel or another petroleum hydrocarbon product. The term "environmental requirement" shall collectively mean all present and future laws, statutes, ordinances, rules, regulations, orders, codes, licenses, permits, decrees, judgments, directives or the equivalent in effect at any time during the term of this lease, of or by any governmental authority having jurisdiction and relative to or addressing the protection of the environment or human health. The term "governmental authority" shall mean the federal government, or any state or other political subdivision thereof, or an agency, court or body of the federal government, any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions.

6. (a) Any improvements erected on the demised premises and all alterations to the building and the demised premises shall be owned by owner except trade fixtures.

(b) Tenant shall, upon the expiration of the term for any reason whatsoever, surrender the demised premises to owner, broom-clean and in good order, condition and repair, ordinary wear and tear excepted, except as otherwise specifically provided in this lease.

(c) Title to any personal property of tenant shall remain with tenant, and upon expiration of the term tenant may, and upon demand of owner shall, promptly remove such personal property, and tenant shall promptly repair any resultant damage to the demised premises (other than of a de minimis nature). The provisions of this section shall survive the expiration of the term.

(d) Any of the personal property of tenant which shall remain in the demised premises for a period of two (2) days after the expiration of the term, or which shall interfere with any new tenant of the demised premises, whether or not such period of two (2) days shall have expired, may, at the option of owner, be deemed to be abandoned property, and may be retained by owner as its sole property or disposed of by owner in such manner as owner may see fit, without accountability therefor.

7. (a) The tenant agrees that at any time and from time to time upon fifteen (15) business days prior written request by the owner, tenant will execute, acknowledge and deliver to owner a statement in writing stating that this lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the lease as so modified is in full force and effect), and the dates to which the rent and other charges have been paid, it being intended that any such statements delivered pursuant to this article may be relied upon by any prospective purchaser of, or any prospective holder of a mortgage upon, any interest in the fee or the land and building or any leasehold interest therein, or by an existing owner of, or any existing holder of a mortgage upon, any interest in the fee of the land and building or any leasehold interest therein created.

(b) It is hereby understood and agreed that if tenant shall fail to furnish the statement required to be furnished herein within fifteen (15) business days after written request therefor by the owner than such failure on the part of the tenant shall constitute an acknowledgment by tenant that the lease (as modified, if same has been modified) is in full force and effect and that there have been no prepayments of rent by tenant.

8. The failure of owner to insist in any one or more cases upon the strict performance or observance of any obligation of tenant hereunder, or to exercise any right or option contained herein, shall not be construed as a waiver or a relinquishment for the future of any such obligation of tenant, or any right or option to owner. Owner's receipt and acceptance of fixed annual rent, additional rent or other charge payable by tenant hereunder, or owner's acceptance or performance of any other obligation by tenant, with knowledge of tenant's breach of any provision of this lease, shall not be deemed a waiver of such breach. No waiver by owner of any term, covenant or condition of this lease shall by deemed to have been made unless expressed in writing and signed by owner.

9. Omitted.

10. If an event of default shall be continuing, subject to the applicable notice and/or cure period, owner shall have the right, at its option, to apply any monies deposited by or for the account of tenant under any provision of this lease on account of curing such event of default.

11. The provisions of this lease, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns. In the event of any sale or transfer of the owner's entire interest in the demised premises, the grantor shall be, and hereby is, entirely relieved and freed of all obligations under this lease effective after the date of the sale or transfer.

12. In the event that tenant shall seek the approval by or consent of owner and owner shall fail or refuse to give consent or approval, tenant shall not be entitled to any damages for any withholding or delay of such approval or consent by owner, it being intended that tenant's sole remedy shall be an action for injunction or specific performance, and that said remedy of an action for injunction or specific performance shall be available only in those cases, if any, where owner shall have expressly agreed in writing not to unreasonably withhold or delay its consent.

13. Irrespective of the place of execution or performance, this lease shall be governed by and construed in accordance with the laws of the State of New York. This lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this lease to be drafted. If any words or phrases in this lease shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this lease shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this lease, and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated. Each covenant, agreement, obligation or other provision of this lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making same, not dependant on any other provision of this lease unless otherwise expressly provided. All terms and words used in this lease, regardless of the number or gender in which that are used, shall be deemed to include any other number and any other gender as the context may require.

14. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this lease which are not fully expressed in this lease. This lease cannot be changed or terminated orally or in any manner other than by a written agreement executed by both parties.

15. Unless provided in this lease, owner is not required to furnish to tenant any utility, facility, equipment, labor, material or service of any kind whatsoever.

16. No receipt of any amount by owner from tenant, after any rec-entry of after the cancellation or termination of this lease in any lawful manner, shall reinstate the lease; and after the service of notice to terminate this lease, or after the commencement of any action, proceeding or other remedy, owner may demand, receive and collect any amount due, and apply the same on account of tenant's obligations under this lease but without in any respect affecting such notice, action, proceeding or other 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.

17. If tenant is in arrears in the payment of rent or additional rent, tenant waives its right, if any, to designate the items in arrears to which any payments made by tenant are to be credited, and owner may apply any of such payments to any such items in arrears as owners, in its sole discretion, shall determine, irrespective of any designation or request by tenant as to the items against which any such payments shall be credited.

18. No payment by tenant or 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.

19. Omitted.

20. In every case in which tenant is required by the terms of this lease to pay to owner a sum of money, and payment is not made within ten (10) days after the same shall become due, interest shall be payable on such sum or so much thereof as shall be unpaid from the date it becomes due until it is paid. Such interest shall accrue at any annual rate which shall be three (3) percentage points above the prime commercial lending rate of Chase Manhattan in effect from time to time, but in no event more than the highest rate of interest which at such time is permitted under the laws of the State of New York.

21. Owner or its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the building or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature, unless any of the foregoing shall be caused by or due to the negligence or intentional misconduct of owner, its agents, servants or employees.

22. 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 making of any repairs, alterations, additions or improvements in or to any portion of the building or the demised premises or in or to fixtures, appurtenances or equipment thereof. Owner shall exercise reasonable diligence so as to minimize any interference with tenant's business operations, but shall not be required to perform the same on an overtime or premium pay basis. If, however, Tenant can not operate its business for three (3) consecutive business days, the rent and additional rent shall be abated on a per diem basis for each full or partial day of such interruption.

23. Tenant shall, at its own cost and expenses, obtain in advance and thereafter maintain in good standing and in its own name, any and all licenses, permits and approvals that may be required for it to use the demised premises in accordance with the terms of this lease, if any.

24. If an to the extent that any of the provisions of this rider conflict or are otherwise inconsistent with any of the preceding printed provisions of this lease, or of the rules and regulations attached to this lease, whether or not such inconsistency is expressly noted in this rider, the provisions of this rider shall prevail.

25. Tenant covenants, warrants and represents to owner that there was no broker instrumental in consummating this lease, and no conversations, or negotiations were had with any broker concerning the renting of the demised premises, other than Kaufman Organization and Williams & Wilson Group. Tenant shall indemnify, defend, hold and save owner harmless against any and all liability from any claims of any broker in connection with the renting of the demised premises (including, without limitation, the cost of reasonable counsel fees in connection with the defense of any such brokerage fee claims) Owner covenants, warrants and represents to tenant that no broker other than Kaufman Organization and Williams & Wilson Group was instrumental in consummating this lease, and no conversations or negotiations were had with any other broker concerning the renting of the premises. Owner will be responsible for payment of any brokerage fees due to Kaufman Organization and Williams & Wilson Group in connection with this lease and will indemnify, defend and hold harmless tenant from any other claims of any broker in connection with the renting of the demised premises (including, without limitation, the cost of counsel fees in connection with the defense of any such brokerage fee claims).

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26. If tenant holds over in possession after the expiration or sooner termination of the original term, or any extended term (if applicable), such holding over shall not be deemed to extend the term or renew the lease, but such holding over shall continue upon the covenants and conditions herein set forth except that the charges for use and occupancy of such holding over for each calendar month or part thereof shall be two (2) times the rent and additional rent then due under the lease.

27. This lease is presented to the tenant for signature by owner's designee solely in said designee's capacity as representative of owner and is hereby made expressly subject to the owner's acceptance and approval by execution by owner and delivery to tenant. This lease is not to be construed as an offer to lease and shall not in any way bind the owner or its designee until such time as the owner has executed and delivered the lease as aforesaid.

28. The parties acknowledge and agree that this agreement is a sublease of the demised premises subject to the terms of the proprietary lease between 160 Madison Avenue Owners Corporation, as lessor and Claude Simon as lessee, the terms of which lease are incorporated herein

by reference. The parties hereto further agree that the terms "owner" and "tenant" in this agreement shall be construed to mean overtenant and subtenant respectively. The tenant acknowledges receipt of a copy of the proprietary lease and undertakes to observe all of the conditions, restrictions and rules therein contained. Each of the obligations of the lessee under the proprietary lease (except those relating to the payment of maintenance or rent) is deemed to be the obligation of the tenant hereunder and constitutes a substantial obligation of this tenancy.

29. Anything herein to the contrary notwithstanding, in the event the lessor under the proprietary lease brings a proceeding to evict or eject the lessee (the owner under the within sublease) on any grounds, then the tenant under the within sublease agrees that it shall be bound by all notices or legal papers served by the lessor (as if tenant were the owner hereunder) and by any order of the court and owner agrees to immediately send any such notices or orders received to the tenant.

30. Tenant is leasing the premises "as is". In making and executing this lease, tenant has relied solely on such investigations, examinations and inspections as tenant has chosen to make or has made. Tenant acknowledges that owner has afforded the tenant the opportunity for full and complete investigations, examinations and inspections.

31. The tenant agrees to use, occupy, operated and maintain the premises throughout the term as provided under this lease and shall not violate any applicable rules, regulations or municipal, state or federal laws. Any matter or objects visible from the street or exterior of the demised premises, reasonably deemed objectionable by landlord, shall be corrected or removed, as required by landlord, and to landlord's satisfaction. Tenant further agrees not to: (i) conduct or permit any fire, auction, going out of business or bankruptcy sale in the demised premises; (ii) engage in any unethical method of business operation; (iii) use or permit to be used the sidewalks, corridors, elevators or any other space outside the demised premises for any display, storage or any other use; (iv) create, cause or allow any excessive noises or vibrations to occur in the premises.

32. Tenant acknowledges that owners damages resulting from any breaches of this lease concerning the use, occupation and operation by the tenant at the demised premises, are difficult, if not impossible, to ascertain and concedes that, among any other remedies for such breach permitted by law or the provisions of this lease, owner shall be entitled to enjoin tenant from any violation of said provisions, and serve a notice of same as a material default hereunder entitling owner to terminate this lease. Owner may pursue either of both remedies, separately or simultaneously.

33. Landlord reserves the right to impose such reasonable additional requirements and restrictions with respect to the tenant's operations and use of the premises as it deems reasonably appropriate.

34. Tenant shall at all times keep the interior of the demised premises neat, tidy and orderly. Tenant shall promptly comply with any reasonable request for change in a particular method of operation and tenant shall endeavor courteously to consider any complaints of building tenants.

35. If any food is brought to the premises, tenant shall install all necessary venting or other reasonable devices as required by landlord at landlord's sole discretion, to insure that there are no odors in the building, and comply with all pertinent laws relating thereto.

36. Tenant shall keep the premises free from infestation of vermin and other pests, and shall conduct its operations in a manner reasonably conducive to such result. Tenant, at its sole cost and expenses, shall cause the demised premises to be exterminated, on a regular basis, and to the satisfaction of the landlord, and shall employ such exterminators as shall be reasonably approved by landlord.

37. Except as provided in paragraph 41 below, tenant agrees that landlord shall have no obligation to tenant to perform any work within the demised premises in order to facilitate tenant's use and occupancy of the demised premises for the purposes set forth in this lease, or otherwise. Owner makes no representation whatsoever that the Certificate of Occupancy for the building shall authorize the use of the demised premises for the purpose permitted by landlord pursuant to this lease and tenant is hereby prohibited from using or occupying the demised premises in violation of the Certificate of Occupancy for the building, or any applicable laws. However, owner represents that the attached certificate of occupancy is a true and accurate copy of the certificate of occupancy for the subject building.

38. Tenant shall not permit any unusual or obnoxious odors to emanate from the demised premises. Upon notice from owner, tenant must immediately cease permitting such odors and, within five (5) business days after written notice from owner, install at its own cost and expense, any reasonable control devices or procedures to eliminate such odors. In the event such condition is not remedied as required by this paragraph, and in no event later than five (5) business days after the above notice, owner may, in addition to any other remedies, and at its discretion, either: (i) cure the condition and thereafter add the cost and reasonable expense incurred therefore to the next monthly rental to become due, and tenant shall pay said amount as additional rent; or (ii) treat such failure on the part of the tenant to eliminate such odors as a material default hereunder entitling owner to any of its remedies pursuant to the terms of this lease, including termination. Landlord shall have the right to enter the demised premises at any time to inspect the same and ascertain whether they are clean and free of odors upon reasonable written notice and during reasonable times. In the event landlord requires tenant to install such reasonable control devices or procedures to eliminate such odors, the material, size and location of such installation shall be subject to landlord's prior written approval which will not be unreasonably withheld, delayed or conditioned.

39. Tenant agrees that it will handle and dispose of all rubbish, garbage and waste from tenant's operation at tenant's expense and in accordance with the regulations established by landlord. Tenant further agrees not to permit the accumulation of any rubbish or garbage in or about the premises.

40. Tenant shall provide owner with keys to the premises, along with the security codes to any alarm or security devices, so that owner may have access to the premises as allowed under this lease. If any keys or security codes are changed, tenant must immediately notify owner and replace the keys and advise of new security codes.

41. Prior to tenant's occupancy of the demised premises, the landlord will remove the drawing table from the rear of the space, and the landlord will deliver the bathrooms, windows, and air conditioning in good working order and clean condition, and the landlord will guarantee all major parts of the air conditioning for the first cooling season.

42. Owner's consent to any proposed sublease or assignment of this sublease shall not be unreasonable withheld nor delayed. However, anything to the contrary notwithstanding, the tenant must supply the landlord with at least sixty (60) days notice in advance of the proposed commencement date of the sublease or assignment of the nature of the transaction and include all information and documentation reasonably requested by the landlord including without limitation the sublease or assignment and all agreements between the parties, financial information for all parties, and any other documentation reasonably requested. In the event of a request to either sublease or assign, landlord will have the option to instead cancel this lease on the commencement date of the proposed sublease or assignment. Any payments made to the tenant under any sublease or assignment in excess of the rent due under this lease shall be paid to the landlord whether such payments are in the form of rent, initial payments, payments made for the right to sublease or assign, or any payments made to the tenant. Notwithstanding the foregoing, however, neither an assignment or sublease of the demised premises to a transferee which is (i) the resulting entity of a merger or consolidation of Tenant with another entity, (ii) an entity which is controlled by, controls, or is under common control with, Tenant, or (iii) the transferee of all or substantially all of Tenant's assets shall not be deemed an assignment requiring the prior consent of the Owner.

43. So long as Tenant pays all of the rent and additional rent due under this sublease and performs all of Tenant's other obligations hereunder, Owner shall not disturb or terminate tenant's Subleasehold estate hereunder, subject, however, to the terms, provisions and obligations of this sublease and the Proprietary Lease.

44. The Owner hereby expressly covenants, represents and warrants that (i) he will not seek to modify the Certificate of Occupancy in any way that would curtail or interfere with the use of ~~Part 160.00~~ the demised premises at the time of delivery of possession to Tenant; (iii) that Owner has the full right, power and authority to enter into this Lease; (iv) that the prior written consent of 160 Madison Avenue Owners Corp. and 160 Madison Avenue Owners Company are not required for Tenant to occupy the demised premises; and (v) that the demised premises, to the best of owner's knowledge, is in full compliance with all local laws of the City of New York. The Owner makes these covenants, warranties and representations knowing that the Tenant is entering into this sublease in reliance thereon and that such covenants, warranties and representations are the essence of this sublease.

CLAUDE SIMON, Landlord & Proprietary Lessee

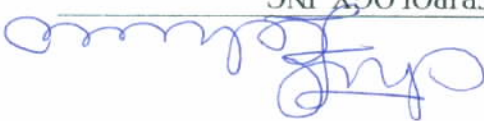


Dated:

3/11/08, 2008

TRIPOLOGY, INC.

by: Chinadu Echono



Tripology.com Lease Payment Breakdown

Year 1	-	\$8,125.00			
Year 2	-	\$8,450.00 (with 4% increase)			
February 2008	-	*\$7,004.25	February 2009	-	\$8,450.00
March 2008	-	\$8,125.00	March 2009	-	\$8,450.00
April 2008	-	\$8,125.00	April 2009	-	\$8,450.00
May 2008	-	\$8,125.00	May 2009	-	\$8,450.00
June 2008	-	\$8,125.00	June 2009	-	\$8,450.00
July 2008	-	\$8,125.00	July 2009	-	\$8,450.00
August 2008	-	\$8,125.00	August 2009	-	\$8,450.00
September 2008	-	\$8,125.00	September 2009	-	\$8,450.00
October 2008	-	\$8,125.00	October 2009	-	\$8,450.00
November 2008	-		November 2009	-	\$8,450.00
December 2008	-		December 2009	-	\$8,450.00
January 2009	-		January 2010	-	\$8,450.00
February 2010	-	\$8,450.00			
March 2010	-	\$8,450.00			
April 2010	-	\$8,450.00			

Security is \$25,350.00 (3 months @ \$8,450.00)

Security must be presented as Certified Bank Check

*Paid Already

David Allen

Chris Coleman

Tripology.com Lease Payment Breakdown

Year 1	-	\$8,125.00			
Year 2	-	\$8,450.00 (with 4% increase)			
February 2008	-	*\$7,004.25	February 2009	-	\$8,450.00
March 2008	-	\$8,125.00	March 2009	-	\$8,450.00
April 2008	-	\$8,125.00	April 2009	-	\$8,450.00
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July 2008	-	\$8,125.00	July 2009	-	\$8,450.00
August 2008	-	\$8,125.00	August 2009	-	\$8,450.00
September 2008	-	\$8,125.00	September 2009	-	\$8,450.00
October 2008	-	\$8,125.00	October 2009	-	\$8,450.00
November 2008	-	Concession	November 2009	-	\$8,450.00
December 2008	-	Concession	December 2009	-	\$8,450.00
January 2009	-	Concession	January 2010	-	\$8,450.00
February 2010	-	\$8,450.00			
March 2010	-	\$8,450.00			
April 2010	-	\$8,450.00			

Security is \$25,350.00 (3 months @ \$8,450.00)

Security must be presented as Certified Bank Check

*Paid Already

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