UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended September 30, 2016

OR

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

For the transition period from _____ to _____

Commission file number 333-167219

LOTON, CORP

(Exact name of registrant as specified in its charter)

Nevada	**98-0657263**
(State or other jurisdiction of incorporation or organization)	**(** I.R.S. Employer Identification No.)
269 South Beverly Drive, Suite #1450 Beverly Hills, California	**90212**
(Address of principal executive offices)	(Zip Code)

(310) 601-2500
(Registrant's telephone number, including area code)

n/a
(Former address and telephone, if changed since last report)

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

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

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

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☒
(Do not check if a smaller reporting company)			

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of November 8, 2016, there were issued and outstanding 100,169,608 shares of the registrant's common stock, par value $0.001 per share.

LOTON, CORP
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PART I — FINANCIAL INFORMATION

Item 1. Financial Statements.

Loton, Corp
Condensed Consolidated Balance Sheets

	September 30, 2016 (Unaudited)	March 31, 2016
Assets		
Current Assets:		
Cash and cash equivalents	$ 7,869	$ 36,898
Prepaid expense to related party	90,000	-
Prepaid expense	13,152	15,995
Total Current Assets	111,021	52,893
Other Assets		
Property and equipment, net	69,551	62,569
Investment in affiliate	4,953,184	4,889,515
Note receivable - related party	213,331	213,331
Total Assets	$ 5,347,087	$ 5,218,308
Liabilities and Stockholders' Equity		
Current Liabilities:		
Accounts payable and accrued liabilities	$ 590,865	$ 481,412
Note payable	269,135	262,042
Advances from related parties	301,745	117,124
Accrued interest, related party	339,990	232,733
Note payable, related party, net of discount	2,057,007	2,784,000
Services payable, related party	1,000,000	1,000,000
Total Current Liabilities	4,558,742	4,877,311
Unsecured convertible notes, net of discount	95,281	110,273
Total Liabilities	4,654,023	4,987,584
Stockholders' Equity:		
Preferred stock, $0.001 par value; 1,000,000 shares authorized; no shares issued or outstanding	-	-
Common stock, $0.001 par value; 500,000,000 shares authorized; 100,169,608 and 91,996,976 shares issued and outstanding, respectively	100,170	91,996
Additional paid in capital	17,989,184	13,984,899
Accumulated deficit	(17,396,290)	(13,846,171)
Total stockholders' equity	693,064	230,724
Total Liabilities and Stockholders' Equity	$ 5,347,087	$ 5,218,308

See accompanying notes to the condensed consolidated financial statements.

Loton, Corp
Condensed Consolidated Statements of Operations
(Unaudited)

	Three Months Ended September 30, 2016	Three Months Ended September 30, 2015 (as Restated)	Six Months Ended September 30, 2016	Six Months Ended September 30, 2015 (as Restated)
Revenue	$ 225,000	$ --	$ 225,000	$ --
Operating expenses:				
Selling, general and administrative	1,442,657	1,741,850	2,527,543	2,527,643
Related party expenses	90,000	90,000	180,000	180,000
Loss from operations	(1,307,657)	(1,831,850)	(2,482,543)	(2,707,643)
Other income (expense):				
Interest expense, net	(418,977)	(34,445)	(1,131,245)	(17,565)
Earnings or loss from investment	(19,515)	5,876	63,669	79,912
Total non-operating expenses	(438,492)	(28,569)	(1,067,576)	62,347
Net loss	$ (1,746,149)	$ (1,860,419)	$ (3,550,119)	$ (2,645,296)
Net loss per share – basic and diluted	$ (0.02)	$ (0.02)	$ (0.04)	$ (0.03)
Weighted average common shares outstanding– basic and diluted	95,339,247	90,531,772	93,877,010	89,969,314

See accompanying notes to the condensed consolidated financial statements.

Loton, Corp
Condensed Consolidated Statement of Stockholders' Equity
For the Period Ended September 30, 2016
(Unaudited)

	Common stock		Additional Paid in	Accumulated	Total
	Stock	Amount	Capital	Deficit	Stockholders' Equity
Balance as of March 31, 2016	**91,996,976**	**$ 91,997**	**$ 13,984,898**	**$ (13,846,171)**	**$ 230,724**
Shares issued for cash	500,000	500	1,249,500	-	1,250,000
Fair value of shares issued for services	543,040	543	450,257	-	450,800
Shares issued upon exercise of warrants	6,923,674	6,924	16,120	-	23,044
Shares issued upon debt conversion	205,918	206	205,712	-	205,918
Fair value of warrants issued for note extension			2,031,216		2,031,216
Fair value of beneficial conversion feature			51,480		51,480
Net loss	-	-	-	(3,550,119)	(3,550,119)
Balance as of September 30, 2016	**100,169,608**	**$ 100,170**	**$ 17,989,184**	**$ (17,396,290)**	**$ 693,064**

See accompanying notes to the condensed consolidated financial statements.

Loton, Corp
Condensed Consolidated Statements of Cash Flows
(Unaudited)

	Six Months Ended September 30, 2016	Six Months Ended September 30, 2015 (as restated)
Cash Flows from Operating Activities		
Net loss	$ (3,550,119)	$ (2,645,296)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	11,971	(1,514)
Common stock issued for services	450,800	763,313
Amortization of debt discount and debt issuance costs	702,325	-
Fair value for beneficial conversion feature	51,480	-
Fair value for warrant issued for note extension and inducement	256,411	-
Equity in earnings of OCHL	(63,669)	(79,912)
Changes in operating assets and liabilities:		
(Increase)/Decrease in prepaid expenses	(90,000)	810
(Increase)/Decrease in other current assets	(2,843)	(47,215)
Decrease/(Increase) in accrued interest	107,652	-
Decrease/(Increase) in accounts payable and accrued liabilities	122,465	160,214
Net cash used in operating activities	(1,997,841)	(1,849,600)
Cash Flows from Investing Activities:		
Purchases of fixed assets	(18,953)	-
Net cash used in investing activities	(18,953)	-
Cash Flows from Financing Activities		
Proceeds from notes payable, related party	675,100	1,360,500
Repayment of note payable, related party	(350,000)	-
Proceeds from convertible notes	205,000	-
Proceeds from warrant exercise	23,044	2,313
Proceeds from issuance of common stock	1,250,000	412,500
Proceeds from loans, related party	184,621	60,317
Net cash provided by financing activities	1,987,765	1,835,630
Net Increase/(Decrease) in cash	(29,029)	(13,970)
Cash, beginning of period	36,898	36,121
Cash, end of period	$ 7,869	$ 22,151
Supplemental disclosure of non-cash investing and financing activities:		
Fair value of warrants issued recorded as valuation discount	$ 1,774,806	$ -
Common stock issued upon conversion of note payable	$ 205,918	$ -

See accompanying notes to the condensed consolidated financial statements.

Note 1 – Organization, Operations and Basis of Presentation; Going Concern

Business and Operations

Loton, Corp ("we," "us," "our" or the "Company") was incorporated under the laws of the State of Nevada on December 28, 2009. The Company's mission is to aggregate live music and content driven by live music through mutually beneficial relationships with the world's top talent, music companies, festivals and promoters and to provide fans with the opportunity to see their favorite festivals, concerts and experiences on any screen they choose across all video platforms and devices from mobile to home.

The Company also owns a 50% interest in Obar Camden Holdings Ltd. ("Obar Camden" or "OCHL"), a private limited company registered in England and Wales that engages in the operations of a nightclub and live music venue "KOKO" in Camden, London, England.

Basis of Presentation

The interim condensed consolidated financial statements included herein reflect all material adjustments (consisting of normal recurring adjustments and reclassifications and non-recurring adjustments) which, in the opinion of management, are ordinary and necessary for a fair presentation of results for the interim periods. Certain information and footnote disclosures required under the accounting principles generally accepted in the United States of America ("GAAP") have been condensed or omitted pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC"). The Company believes that the disclosures are adequate to make the information presented not misleading. The condensed consolidated balance sheet information as of March 31, 2016 was derived from the audited consolidated financial statements included in the Company's Annual Report on Form 10-K filed with the SEC on July 19, 2016 (the "2016 Annual Report"). These condensed consolidated financial statements should be read in conjunction with the audited financial statements for the year ended March 31, 2016 and notes thereto included in the 2016 Annual Report.

The results of operations for the three and six months ended September 30, 2016 are not necessarily indicative of the results to be expected for the entire fiscal year or for any other period.

The Company's condensed consolidated financial statements for the three and six months ended September 30, 2015 presented herein have been restated to present the Company's investment in OCHL on the equity basis of accounting and to correct for other prior errors. Please see Note 3 – Restatement of Prior Period Financial Statements for additional details.

Forward Stock Split

In September 2016, the Company's Board of Directors declared a 2-for-1 forward stock split of the Company's common stock in the form of a dividend. As of September 28, 2016 , the shares of the Company's common stock began trading on the OTC Pink at the new split-adjusted price. The stock split entitled each of the Company's stockholders as of September 22, 2016, the record date, to receive one additional share of common stock for each one share owned. Additional shares issued as a result of the stock split were distributed on September 27, 2016, the payment date. The Company's stockholders did not need to exchange existing stock certificates and received a new certificate reflecting the newly issued shares. All shares and pre-share amounts have been restated as of the earlier periods presented to reflect the stock split.

Revenue Policy

The Company is primarily engaged in the emerging live and digital music space, including delivery of live music events and live music streaming, through LiveXLive, Corp., its operating subsidiary. The Company recognizes revenue from its live events and show productions when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the show or live event has been completed and occurred and there are no future production obligations, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured.

Going Concern

The Company's consolidated financial statements have been prepared assuming that the Company will continue as a going concern, and which contemplates continuity of operations, realization of assets, and liquidation of liabilities in the normal course of business. As reflected in its consolidated financial statements, the Company had a working capital deficit of $4,447,721 at September 30, 2016, and incurred a net loss of $3,550,119, and utilized net cash of $1,957,841 in operating activities for the six month-period then ended. These factors raise substantial doubt about the Company's ability to continue as a going concern. In addition, the Company's independent public accounting firm in its audit report to the financial statements included in the 2016 Annual Report expressed substantial doubt about the Company's ability to continue as a going concern. The Company's consolidated financial statements do not include any adjustments related to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern

Management estimates that the current funds on hand will be sufficient to continue operations through December 31, 2016. The Company's ability to continue as a going concern is dependent on its ability to execute its strategy and on its ability to raise additional funds. The Company's management is currently seeking additional funds, primarily through the issuance of equity and/or debt securities for cash to operate the Company's business. No assurance can be given that any future financing will be available or, if available, that it will be on terms that are satisfactory to the Company. Even if the Company is able to obtain additional financing, it may contain undue restrictions on its operations, in the case of debt financing or cause substantial dilution for the Company's stockholders, in case of equity and/or convertible debt financing.

Note 2 - Significant Accounting Policies and Practices

Use of Estimates and Assumptions

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date(s) of the financial statements and the reported amounts of revenues and expenses during the reporting period(s). Management bases its estimates on historical experience and on various assumptions that are believed to be reasonable in relation to the financial statements taken as a whole under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Management regularly evaluates the key factors and assumptions used to develop the estimates utilizing currently available information, changes in facts and circumstances, historical experience and reasonable assumptions. After such evaluations, if deemed appropriate, those estimates are adjusted accordingly. Actual results could differ from those estimates. Significant estimates include those related to assumptions used in impairment testing of long term assets, accruals for potential liabilities and valuing equity instruments issued for services. Actual results could differ from those estimates.

Principles of Consolidation

The Company's consolidated subsidiaries and/or entities are as follows:

Name of consolidated subsidiary or entity	State or other jurisdiction of incorporation or organization	Date of incorporation or formation (date of acquisition, if applicable)	Attributable interest
LiveXLive, Corp.	Delaware	February 24, 2015	100%
KOKO (Camden) Holdings (US), Inc.	Delaware	March 17, 2014	100%
KOKO (Camden) UK Limited	England and Wales	November 7, 2013	100%

The Company's consolidated financial statements include all accounts of the Company and its consolidated subsidiaries and/or entities as of reporting period ending date(s) and for the reporting period(s) then ended. All inter-Company balances and transactions have been eliminated.

Fair Value of Financial Instruments

The Company follows the FASB Accounting Standards Codification for disclosures about fair value of its financial instruments and to measure the fair value of its financial instruments. The FASB Accounting Standards Codification establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The three levels of fair value hierarchy are described below:

Level 1 Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.

Level 2 Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.

Level 3 Pricing inputs that are generally observable inputs and not corroborated by market data.

Financial assets are considered Level 3 when their fair values are determined using pricing models, discounted cash flow methodologies or similar techniques and at least one significant model assumption or input is unobservable.

The carrying amounts of the Company's financial assets and liabilities, including cash, prepaid expenses, accounts payable, accrued expenses, and other current liabilities, approximate their fair values because of the short maturity of these instruments.

Investment in Unconsolidated Subsidiary Under the Equity Method

The Company accounts for investments in which the Company owns more than 20% of the investee using the equity method in accordance with ASC Topic 323, Investments—Equity Method and Joint Ventures. Under the equity method, an investor initially records an investment in the investee at cost, and adjusts the carrying amount of the investment to recognize the investor's share of the earnings or losses of the investee after the date of acquisition. The amount of the adjustment is included in the determination of net income by the investor, and such amount reflects adjustments similar to those made in preparing consolidated statements including adjustments to eliminate intercompany gains and losses, and to amortize, if appropriate, any difference between investor cost and underlying equity in net assets of the investee at the date of investment. The investment of an investor is also adjusted to reflect the investor's share of changes in the investee's capital. Dividends received from an investee reduce the carrying amount of the investment. A series of operating losses of an investee or other factors may indicate that a decrease in value of the investment has occurred which is other than temporary and which should be recognized even though the decrease in value is in excess of what would otherwise be recognized by application of the equity method.

Stock-Based Compensation

The Company periodically issues stock options and warrants to employees and non-employees in non-capital raising transactions for services and for financing costs. The Company accounts for stock option and warrant grants issued and vesting to employees based on the authoritative guidance provided by FASB where the value of the award is measured on the date of grant and recognized as compensation expense on the straight-line basis over the vesting period. The Company accounts for stock option and warrant grants issued and vesting to non-employees in accordance with the authoritative guidance of the FASB where the value of the stock compensation is based upon the measurement date as determined at either a) the date at which a performance commitment is reached, or b) at the date at which the necessary performance to earn the equity instruments is complete. Options granted to non-employees are revalued each reporting period to determine the amount to be recorded as an expense in the respective period. As the options vest, they are valued on each vesting date and an adjustment is recorded for the difference between the value already recorded and the then current value on the date of vesting. In certain circumstances where there are no future performance requirements by the non-employee, option grants are immediately vested and the total stock-based compensation charge is recorded in the period of the measurement date.

The fair value of the Company's stock option and warrant grants are estimated using the Black-Scholes-Merton Option Pricing model, which uses certain assumptions related to risk-free interest rates, expected volatility, expected life of the stock options or warrants, and future dividends. Compensation expense is recorded based upon the value derived from the Black-Scholes-Merton Option Pricing model, and based on actual experience. The assumptions used in the Black-Scholes-Merton Option Pricing model could materially affect compensation expense recorded in future periods.

Income taxes

The Company follows the asset and liability method which requires recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are based on the differences between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance to the extent management concludes it is more likely than not that the assets will not be realized. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the Statements of Operations in the period that includes the enactment date. The Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

The estimated future tax effects of temporary differences between the tax basis of assets and liabilities are reported in the accompanying consolidated balance sheets, as well as tax credit carry-backs and carry-forwards. The Company periodically reviews the recoverability of deferred tax assets recorded on its consolidated balance sheets and provides valuation allowances as management deems necessary.

Management makes judgments as to the interpretation of the tax laws that might be challenged upon an audit and cause changes to previous estimates of tax liability. In addition, the Company operates within multiple taxing jurisdictions and is subject to audit in these jurisdictions. In management's opinion, adequate provisions for income taxes have been made for all years. If actual taxable income by tax jurisdiction varies from estimates, additional allowances or reversals of reserves may be necessary. The Company's tax years 2011 to 2014 remain subject to examination by major tax jurisdictions.

Pursuant to the Internal Revenue Code Section 382 ("Section 382"), certain ownership changes may subject the net operating losses' (the "NOLs") to annual limitations which could reduce or defer the NOL. Section 382 imposes limitations on a corporation's ability to utilize NOLs if it experiences an "ownership change." In general terms, an ownership change may result from transactions increasing the ownership of certain stockholders in the stock of a corporation by more than 50 percentage points over a three-year period. In the event of an ownership change, utilization of the NOLs would be subject to an annual limitation under Section 382 determined by multiplying the value of its stock at the time of the ownership change by the applicable long-term tax-exempt rate. Any unused annual limitation may be carried over to later years. The imposition of this limitation on its ability to use the NOLs to offset future taxable income could cause the Company to pay U.S. federal income taxes earlier than if such limitation were not in effect and could cause such NOLs to expire unused, reducing or eliminating the benefit of such NOLs.

Loss Per Share

Basic loss per share is computed by dividing net loss available to common stockholders by the weighted average number of common shares outstanding during the period. Diluted loss per share reflects the potential dilution, using the treasury stock method that could occur if securities or other contracts to issue common stock were exercised or converted into common stock or resulted in the issuance of common stock that then shared in the loss of the Company. In computing diluted loss per share, the treasury stock method assumes that outstanding options and warrants are exercised and the proceeds are used to purchase common stock at the average market price during the period. Options and warrants may have a dilutive effect under the treasury stock method only when the average market price of the common stock during the period exceeds the exercise price of the options and warrants.

At September 30, 2016 and 2015, the Company had 705,000 and 3,050,000 warrants outstanding, respectively, which were excluded from the loss per share calculation, as they were anti-dilutive.

Recently Issued Accounting Pronouncements

In May 2014, the FASB issued Accounting Standards Update No. 2014-09, Revenue from Contracts with Customers. ASU 2014-09 is a comprehensive revenue recognition standard that will supersede nearly all existing revenue recognition guidance under current GAAP and replace it with a principle based approach for determining revenue recognition. ASU 2014-09 will require that companies recognize revenue based on the value of transferred goods or services as they occur in the contract. The ASU also will require additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. ASU 2014-09 is effective for interim and annual periods beginning after December 15, 2017. Early adoption is permitted only in annual reporting periods beginning after December 15, 2016, including interim periods therein. Entities will be able to transition to the standard either retrospectively or as a cumulative-effect adjustment as of the date of adoption. The Company is in the process of evaluating the impact of ASU 2014-09 on the Company's financial statements and disclosures.

In August, 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-15, Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern, which provides guidance on determining when and how to disclose going-concern uncertainties in the financial statements. The new standard requires management to perform interim and annual assessments of an entity's ability to continue as a going concern within one year of the date the financial statements are issued. An entity must provide certain disclosures if conditions or events raise substantial doubt about the entity's ability to continue as a going concern. The ASU applies to all entities and is effective for annual periods ending after December 15, 2016, and interim periods thereafter, with early adoption permitted.

In February 2016, the FASB issued Accounting Standards Update No. 2016-02, Leases. ASU 2016-02 requires a lessee to record a right of use asset and a corresponding lease liability on the balance sheet for all leases with terms longer than 12 months. ASU 2016-02 is effective for all interim and annual reporting periods beginning after December 15, 2018. Early adoption is permitted. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Company is in the process of evaluating the impact of ASU 2016-02 on the Company's financial statements and disclosures.

Other recent accounting pronouncements issued by the FASB, including its Emerging Issues Task Force, the American Institute of Certified Public Accountants, and the SEC did not or are not believed by management to have a material impact on the Company's present or future consolidated financial statement presentation or disclosures.

Note 3 – Restatement of Prior Period Financial Statements

Our financial statements for the three and six months ended September 30, 2015 have been restated. On July 11, 2016, our Board of Directors determined that the transactions under the Agreement (as defined below) were erroneously accounted for as a reverse acquisition for accounting purposes and that OCHL was improperly included in consolidation as our subsidiary. OCHL should have been reflected as an investment accounted for under the equity method of accounting. This determination was based on an analysis by our management that we did not have sufficient control of OCHL at the date of the transaction in accordance with the current accounting rules. Therefore, our results for the three and six months ended September 30, 2015 previously reported in our Quarterly Report on Form 10-Q filed on November 23, 2015 are being restated herein to properly present the Merger (as defined below) and our investment in OCHL on the equity basis of accounting and correct the prior period for other errors.

Specifically, on April 28, 2014, we entered into an Agreement and Plan of Merger (the "Agreement"), by and among our Company, Loton Acquisition Sub I, Inc., a Delaware corporation and our wholly-owned subsidiary ("Acquisition Sub"), and KOKO (Camden) Holdings (US), Inc. ("KOKO Parent"), a Delaware corporation and wholly-owned subsidiary of JJAT Corp. ("JJAT"), a Delaware corporation wholly-owned by Robert Ellin, our Executive Chairman, President, a director and controlling stockholder), and his affiliates (the "Merger"). As a result of the Merger, KOKO Parent became our wholly-owned subsidiary, and our then primary business became that of KOKO Parent and its subsidiaries, KOKO (Camden) Limited, a private limited company registered in England and Wales ("KOKO UK"), which owns 50% of OCHL, which in turn wholly-owns its operating subsidiary OBAR Camden. Upon the closing of the Merger, pursuant to the terms of the Merger Agreement, KOKO Parent's former sole shareholder, JJAT, received 58,000,000 shares of our common stock. Since both we and JJAT were controlled by Mr. Ellin at the time of the consummation of the Merger, this reverse merger transaction should have been accounted for as a transaction between entities under common control. Accordingly, this equity method investment should have been initially measured on our financial statements at its then JJAT's historical basis of $4.2 million.

Loton, Corp
Condensed Consolidated Statements of Operations (Unaudited)

	Originally Filed, Three Months Ended September 30, 2015	Effect of Deconsolidation of OCHL	Pro Forma After Deconsolidation, September 30, 2015	Equity Treatment, Investment in OCHL	As Restated, Three Months Ended September 30, 2015 (unaudited)	Notes
Revenues	$ 1,199,936	$ (1,199,936)	$ -	$ -	$ -	(1)
Cost of Revenue	176,684	(176,684)	-	-	-	(2)
Gross Margin	1,023,252	(1,023,252)	-	-	-	
Operating Expenses						
Selling, general and administrative	2,700,173	(958,323)	1,741,850	-	1,741,850	(1)
Related party expenses	121,638	(31,638)	90,000	-	90,000	(1)
Total operating expenses	2,821,811	(989,961)	1,831,850	-	1,831,850	
Income (loss) from operations	(1,798,559)	(33,291)	(1,831,850)	-	(1,831,850)	
Other (income) expense						
Compensation expense, investors	-	-	-	-	-	
Interest (income) expense, net	48,014	(13,569)	34,445	-	34,445	(1)
Earnings from investment	-	-	-	(5,876)	(5,876)	(2)
Other (income) expense, net	48,014	(13,569)	34,445	(5,876)	28,569	
			-			
Net income (loss) before income taxes	(1,846,573)	(19,722)	(1,866,295)	5,876	(1,860,419)	
Income tax provision	38,499	(38,499)	-	-	-	(1)
Net income (loss) before non-controlling interest	(1,885,072)	18,777	(1,866,295)	5,876	(1,860,419)	
Net income (loss) attributable to non-controlling interest	1,322	(1,322)	-	-	-	(1)
Net income (loss) attributable to Loton Corp. stockholders	(1,886,394)	20,099	(1,866,295)	5,876	(1,860,419)	
Other comprehensive income (loss) attributable to Loton Corp stockholders	4,555	(4,555)	-	-	-	
			-			
Comprehensive income (loss)	$ (1,881,839)	$ 15,544	$ (1,866,295)	$ 5,876	$ (1,860,419)	
Earnings Per Share:						
- basic and diluted	$ (0.02)		$ (0.02)		$ (0.02)	
Weighted average common shares outstanding:						
- basic and diluted	90,531,772		90,531,772		90,531,772	

Notes:

(1) To remove balances of previously consolidated investment
(2) To reflect investment in OCHL under equity method

Loton, Corp
Condensed Consolidated Statements of Operations (Unaudited)

	Originally Filed, Six Months Ended September 30, 2015	Effect of Deconsolidation of OCHL	Pro Forma After Deconsolidation, September 30, 2015	Equity Treatment, Investment in OCHL	As Restated, Six Months Ended September 30, 2015 (unaudited)	Notes
Revenues	$ 3,136,706	$ (3,136,706)	$ -	$ -	$ -	(1)
Cost of Revenue	454,069	(454,069)	-	-	-	(2)
Gross Margin	2,682,637	(2,682,637)	-	-	-	
Operating Expenses						
Selling, general and administrative	4,831,313	(2,303,670)	2,527,643	-	2,527,643	(1)
Related party expenses	242,247	(62,247)	180,000	-	180,000	(1)
Total operating expenses	5,073,560	(2,365,917)	2,707,643	-	2,707,643	
Income (loss) from operations	(2,390,923)	(316,720)	(2,707,643)	-	(2,707,643)	
Other (income) expense						
Compensation expense, investors	-	-	-	-	-	
Interest (income) expense, net	92,091	(74,526)	17,565	-	17,565	(1)
Earnings from investment	-	-	-	(79,912)	(79,912)	(2)
Other (income) expense, net	92,091	(74,526)	17,565	(79,912)	62,347	
Net income (loss) before income taxes	(2,483,014)	(242,194)	- (2,725,208)	79,912	(2,645,296)	
Income tax provision	97,809	(97,809)	-	-	-	(1)
Net income (loss) before non-controlling interest	(2,580,823)	(144,385)	(2,725,208)	79,912	(2,645,296)	
Net income (loss) attributable to non-controlling interest	76,289	(76,289)	-	-	-	(1)
Net income (loss) attributable to Loton Corp. stockholders	(2,657,112)	(68,096)	(2,725,208)	79,912	(2,645,296)	
Other comprehensive income (loss) attributable to Loton Corp stockholders	3,623	(3,623)	-	-	-	
Comprehensive income (loss)	$ (2,653,489)	$ (71,719)	- $ (2,725,208)	$ 79,912	$ (2,645,296)	
Earnings Per Share:						
- basic and diluted	$ (0.03)		$ (0.03)		$ (0.03)	
Weighted average common shares outstanding:						
- basic and diluted	89,969,314		89,969,314		89,969,314	

Notes:

(1) To remove balances of previously consolidated investment
(2) To reflect investment in OCHL under equity method

Loton, Corp
Condensed Consolidated Statements of Cash Flows (Unaudited)

	Originally Filed, September 30, 2015	Effect of deconsolidation of OCHL	Equity Treatment, Investment in OCHL	As Restated, September 30, 2015	Notes
Cash Flows from Operating Activities					
Net loss	$ (2,580,823)	$ (64,473)	$ -	$ (2,645,296)	(1)
Adjustments to reconcile net loss to net cash used in operating activities:					
Depreciation and amortization	68,677	(70,191)	-	(1,514)	(1)
Common stock issued for services	500,000	263,313	-	763,313	(1)
Warrants issued for compensation	-	-	-	-	(1)
Equity in earnings of OCHL	-	-	(79,912)	(79,912)	
Changes in operating assets and liabilities:					
(Increase)/Decrease in current assets	34,700	(81,915)	-	(47,215)	(1)
(Increase)/Decrease in prepaid expenses	12,986	(12,176)	-	810	(1)
(Increase)/Decrease in note receivable - related party	59,619	(59,619)	-	-	(1)
Decrease/(Increase) in current liabilities, net	167,871	(7,657)	-	160,214	(1)
Net cash used in operating activities	(1,736,970)	(32,718)	(79,912)	(1,849,600)	
Cash Flows from Investing Activities:					
Purchases of fixed assets	(40,477)	40,477	-	-	(1)
Net cash used in investing activities	(40,477)	40,477	-	-	
Cash Flows from Financing Activities					
(Advance to)/proceeds from related party	(32,188)	92,505	-	60,317	(1)
Proceeds from notes payable, related party	1,360,500	-	-	1,360,500	(1)
Proceeds from warrants exercised	2,313	-		2,313	
Proceeds from issuance of common stock	412,500	-	-	412,500	
Repayment of note payable, related party	(439,500)	439,500	-	-	(1)
Net cash provided by financing activities	1,303,625	532,005	-	1,835,630	
Effect of exchange rate changes on cash	27,920	(27,920)	-	-	(1)
Net Increase/(Decrease) in cash	(445,902)	431,932	-	(13,970)	
Cash, beginning of period	866,951	(830,830)	-	36,121	(1)
					(1)
Cash, end of period	$ 421,049	$ (398,898)	-	$ 22,151	

Notes:

(1) To remove balances of previously consolidated investment.

(2) To reflect investment in OCHL under equity method.

Note 4 – Equity Investments in OCHL

On April 28, 2014, the Company acquired a 50% equity interest in OCHL, an entity that owns Obar Camden Limited (OCL), a music and entertainment company whose principal business is the operation of a live music venue and nightclub known as KOKO, located in Camden, London. KOKO provides live shows, club nights, corporate and other events at KOKO. The Company acquired its 50% interest through the issuance of 58,000,000 shares of its common stock to the seller, JJAT, an entity wholly owned by Mr. Ellin. Since both the Company and JJAT were controlled by Mr. Ellin at the time of this transaction, the transaction was accounted for as a transaction between related parties at the related parties' original basis. Accordingly, the Company recorded the equity method investment at $4.2 million which is JJAT's historical basis in OCHL.

As part of the transaction, the Company was to be reimbursed $494,750 by OCHL for legal and other acquisition costs incurred in relation to the acquisition of the 50% interest. As of September 30, 2016 and March 31, 2016, the outstanding advances due to the Company were $213,331 and $213,331, respectively. The note bears interest at 8% per annum and was due April 27, 2015. The note is currently in default.

The OCHL Shareholders' Agreement

On February 12, 2014, (1) Mr. Bengough, and (2) KOKO UK, Mr. Ellin and Trinad Capital Master Fund (collectively, the "Ellin Parties") and (3) OCHL entered into a Shareholders' Agreement (the "OCHL Shareholders' Agreement") pursuant to which, among other terms, the parties agreed that each of Mr. Ellin and Mr. Bengough shall constitute the Board of Directors of OCHL and each shall be restricted from taking actions on behalf of OCHL without the written consent of the other individual, including, but not limited to, changes in the nature of the business, amendments to governing documents, restructuring or recapitalizations, issuances of stock, purchases of material assets, entry into material contracts, incurring or guaranteeing debt, removal of any director or restructure the board of OCHL. Because OCHL is the sole parent of OCL, the Company's ability to manage OCHL and OCL is subject to the terms of the OCHL Shareholders' Agreement and Mr. Bengough's consent is required for most material actions to be taken by OCHL and OCL, so long as the OCHL Shareholders' Agreement remains in effect. Each of Mr. Bengough and Mr. Ellin were entitled to serve on the board of OCHL so long as the OCHL Shareholders' Agreement is in effect, and the board cannot take action without the consent of both board members. Pursuant to the OCHL Shareholders' Agreement, any cash distributions by OCHL must be distributed pro rata to each of KOKO UK and Mr. Bengough. In addition, the OCHL Shareholders' Agreement restricts the transfer of shares in OCHL or OCL by KOKO UK or Mr. Bengough and grants each a right of first refusal and the right to have the proposed shares valued by an independent accounting firm and sold to the other party at a price determined by valuation rather than the price necessarily offered by the prospective purchaser.

On April 24, 2014, the OCHL Shareholders' Agreement was amended pursuant to the terms of the Variation to Shareholders Agreement ("Variation Agreement") among Mr. Bengough, KOKO UK, the Ellin Parties, OCHL, OCL, JJAT and the Company pursuant to which, amongst other terms, (1) joined OCL, JJAT and the Company as parties to the OCHL Shareholders Agreement and (2) Mr. Bengough agreed to transfer all of his interests in OCHL in exchange for 58,000,000 shares of the Company's common stock to be issued in a private placement transaction, which would constitute no less than 42.5% of the Company's outstanding capital stock on a fully diluted basis (but before the Company's future issuance of up to 6,400,000 shares of its common stock to its advisors, consultants and key employees as approved by the Company's Board of Directors) and pursuant to the OCHL Shareholders' Agreement, subject to Mr. Bengough's receipt of satisfactory tax clearances under the tax laws of the United Kingdom. The Company agreed to indemnify Mr. Bengough from any adverse tax expenses and costs required to be paid by Mr. Bengough in connection with the transfer of his interests in OCHL. To date, the parties to the Variation Agreement have been unable to reach an agreement on mutually acceptable documentation to affect the share exchange described above. The Company and Mr. Bengough are presently continuing to co-own OCHL and OCL with Mr. Bengough leading OCL's day-to-day business.

The Variation Agreement and the related OCHL Shareholders' Agreement remain in full force and effect, subject to any court mandated changes or orders made with respect to the Petition and subject to the completion of the Settlement Transactions (see Note 10 – Commitments and Contingencies for a discussion of each). Pursuant to the Consent Order (see Note 10 – Commitments and Contingencies), Mr. Bengough and Richard Griston, a newly appointed independent director of OCHL, constitute the Board of Directors of OCHL and Mr. Bengough is restricted from taking actions on behalf of OCHL without the written consent of the Company.

As of September 30, 2016, the changes in investments in and advances to equity method investments are summarized as follows:

Balance March 31, 2016	$	4,889,515
50% share of net income		63,669
Balance September 30, 2016	$	4,953,184

The carrying amounts of the major classes of assets and liabilities of OCHL as of September 30, 2016 and March 31, 2016 are as follows:

	September 30, 2016 (Unaudited)	March 31, 2016
Assets		
Current assets:		
Cash and cash equivalents	$ 382,714	$ 386,009
Accounts receivable	29,206	24,743
Inventory	52,051	62,548
Prepaid expenses and other current assets	345,473	533,128
Total current assets	809,444	1,006,429
Other assets:		
Property and equipment, net of accumulated depreciation	798,054	867,975
Total assets	$ 1,607,498	$ 1,874,205
Liabilities		
Current liabilities:		
Accounts payable	$ 328,732	$ 514,488
Taxes payable	372,019	410,504
Notes payable, current	-	207,978
Other accrued liabilities	497,877	460,290
Total current liabilities	1,198,628	1,593,210
Deferred rent – noncurrent	881,536	937,459
Total Liabilities	2,080,164	2,530,669
Shareholders deficit	(472,666)	656,464
Total liabilities and shareholders' deficit	$ 1,607,498	$ 1,874,205

Net income for the three and six months ended September 30, 2016 and 2015 was as follows:

	Three Months Ended September 30, 2016 (Unaudited)	Three Months Ended September 30, 2015 (Unaudited)	Six Months Ended September 30, 2016 (Unaudited)	Six Months Ended September 30, 2015 (Unaudited)
Revenue	$ 1,151,698	$ 1,199,936	$ 2,811,777	$ 3,136,706
Cost of revenue	163,877	176,684	392,373	454,069
Gross profit	987,821	1,023,252	2,419,404	2,682,637
Operating expenses:				
Selling, general and administrative	958,288	974,696	2,139,087	2,367,412
Depreciation and amortization	27,367	-	57,252	-
Total operating expenses	985,655	974,696	2,196,339	2,367,412
Income from operations before other expenses	2,166	48,556	223,065	315,225
Other expenses:				
Interest	28,002	7,414	28,002	64,838
Income before provision for taxes	(25,836)	41,142	195,063	250,387
Taxes	13,195	38,499	67,724	97,809
FX translation gain (loss)	-	9,109	-	7,245
Net Incomes	$ (39,031)	$ 11,752	$ 127,339	$ 159,823

Note 5 – Property and Equipment

Property and equipment at September 30, 2016 and March 31, 2016 was as follows:

	September 30, 2016	March 31, 2016
Production equipment	$ 51,304	$ 51,304
Computer equipment	42,078	23,125
Total property and equipment	93,382	74,429
Accumulated depreciation	(23,831)	(11,860)
Property and equipment, net	$ 69,551	$ 62,569

Depreciation expense was $11,971 and $1,803 for the six months ended September 30, 2016 and 2015, respectively, and $5,900 and $984 for the three months ended September 30, 2016 and 2015, respectively.

Note 6 – Related Party Notes Payable

As of September 30, 2016 and March 31, 2016, the Company had the following outstanding notes payable to Trinad Capital Master Fund ("Trinad Capital"), a fund wholly owned by Mr. Ellin, the Company's Executive Chairman, President, director and majority stockholder, for both short and long term working capital requirements:

	September 30, 2016	March 31, 2016
First Senior Note	$ 1,000,000	$ 1,000,000
Second Senior Note	2,109,100	1,784,000
Total	3,109,100	2,784,000
Less valuation discount	(1,052,093)	-
Net	2,057,007	2,784.000

First Senior Note - Trinad Capital Master Fund

On December 31, 2014, the Company entered into a senior convertible promissory note (the "First Senior Note") with Trinad Capital allowing for advances up to a maximum loan amount of $1,000,000, plus interest at the rate of 6% per annum on the unpaid principal amount of outstanding advances.

At the time the First Senior Note was made, Trinad Capital advanced $700,000 to the Company and had accrued $70,151 in unpaid interest. Pursuant to the terms of the Senior Note, all outstanding unpaid principal and accrued interest was originally due and payable on June 30, 2016 or such later date as Trinad Capital may agree to in writing unless, prior to such date, the First Senior Note has been repaid in full or Trinad Capital elects to convert all or any portion of the then-outstanding loan balance into common stock of the Company in connection with the Company consummating an equity financing in excess of $5,000,000 or greater as set forth in the terms of the First Senior Note. Subsequent to the making of the First Senior Note:

- On January 27, 2015, the Company and Trinad Capital entered into an amendment to the First Senior Note, effective as of December 31, 2014, pursuant to which: (1) the term of the First Senior Note was extended to June 30, 2016 and (2) the conversion price for conversion of the unpaid balance and interest outstanding in connection with an equity financing was amended to be the price per share equal to the average price per share paid by investors in the equity financing;

- On February 5, 2015, the Company and Trinad Capital entered into an amendment and restatement of the First Senior Note, effective as of December 31, 2014, pursuant to which the convertibility feature of the note was eliminated in its entirety; and

- On April 21, 2016, the First Senior Note was amended to extend the maturity date to June 30, 2017, or such later date as Trinad Capital may agree to in writing. For extending the due date of the Second Senior Note to June 30, 2017, the Company issued to Trinad Capital warrants to purchase 1,144,986 shares of its common stock, with an exercise price of $0.005 per share and expiration date of April 21, 2020. The aggregate fair value of the 1,144,986 warrants issued upon extension of the note were valued at $567,282 using the Black-Scholes-Merton Option Pricing model with the following average assumptions: risk-free interest rate of 1.30%; dividend yield of 0%; volatility rate of 100%; and an expected life of four years (statutory term). The value of the warrants of $567,282 was considered as debt discount and is being amortized over the remaining term of the note. During six months ended September 30, 2016, the Company amortized $211,264 of such discount to interest expense, and the unamortized discount as of September 30, 2016 was $356,018.

As of September 30, 2016 and March 31, 2016, $1,000,000 of principal was outstanding under the First Senior Note. Accrued interest of $170,637 and $140,555 is reflected on the balance sheet as accrued interest payable, related party as of September 30, 2016 and March 31, 2016, respectively,

Second Senior Note - Trinad Capital Master Fund

On April 8, 2015, the Company entered into a second senior promissory note (the "Second Senior Note") with Trinad Capital in the amount of $195,500. The Second Senior Note bears interest at the rate of eight percent (8%) per annum and all outstanding unpaid principal and accrued interest is due and payable on June 30, 2016 or such later date as Trinad Capital may agree to in writing, unless prior to such date this note has been prepaid in full. During the year ended March 31, 2016, Trinad Capital made advances to the Company totaling $1,784,000. Subsequent to the making of the Second Senior Note:

- On July 10, 2015, the Company and Trinad Capital amended and restated the Second Senior Note from $195,500 to the lesser of (i) $1,000,000 (the "Maximum Advance Amount"), or (ii) the aggregate unpaid principal amount of the advances;

- On November 23, 2015, the Company and Trinad Capital amended the Second Senior Note to increase the Maximum Advance Amount to $2,000,000; and

- On April 26, 2016, the Second Senior Note was amended to increase the Maximum Advance Amount to $3,000,000 and to extend the maturity date to June 30, 2017 or such later date as Trinad Capital may agree to in writing. For extending the due date of the Second Senior Note to June 30, 2017, the Company issued to Trinad Capital warrants to purchase 2,207,768 shares of its common stock, with an exercise price of $0.005 per share and expiration date of April 21, 2020. The aggregate fair value of the 2,207,768 warrants issued upon extension of the note were valued at $1,093,832 using the Black-Scholes-Merton Option Pricing model with the following average assumptions: risk-free interest rate of 1.30%; dividend yield of 0%; volatility rate of 100%; and an expected life of four years (statutory term). The value of the warrants of $1,093,832 was considered as debt discount and is being amortized over the remaining term of the note. During the six months ended September 30, 2016, the Company amortized $397,757 of such discount to interest expense, and the unamortized discount as of September 30, 2016 was $696,074.

The amount due to Trinad Capital under the Second Senior Note was $1,784,000 at March 31, 2016. During the six months ended September 30, 2016, Trinad Capital made additional advances to us under the Second Senior Note totaling $675,100. The Company also made repayments totaling $350,000 during six months ended September 30, 2016. As of September 30, 2016, $2,109,100 of principal was outstanding under the Second Senior Note. Accrued interest of $168,847 and $87,048 is reflected on the balance sheet as accrued interest payable, related party as of September 30, 2016 and March 31, 2016, respectively,

Note 7 – Other Note Payable

On December 31, 2014, the Company converted accounts payable into a Senior Promissory Note (the "Note") in the aggregate principal amount of $242,498. The Note bears interest at 6% per annum and interest is payable on a quarterly basis commencing March 31, 2015 or the Company may elect that the amount of such interest be added to the principal sum outstanding under this Note. The payables arose in connection with professional services rendered by attorneys for the Company prior to and through December 31, 2014, and the Note had an original maturity date of December 31, 2015, which was extended to June 30, 2016 or such later date as the lender may agree to in writing. As of the date of this Quarterly Report on Form 10-Q (this "Quarterly Report"), the Note has not been extended and is currently in default. As of September 30, 2016 and March 31, 2016, $269,135 and $262,040 of principal, which includes $26,637 and $19,542 of accrued interest, respectively, were outstanding under the Note.

Note 8 – Unsecured Convertible Notes Payable

Unsecured Convertible notes payable at September 30, 2016 and March 31, 2016 were as follows:

	September 30, 2016	March 31, 2016
(A) 8% Unsecured Convertible Notes – Due on January 19, 2018	$ -	$ 200,000
(B) 6% Unsecured Convertible Notes – Due on September 30, 2018	55,000	-
(C) 6% Unsecured Convertible Notes – Due on September 13, 2018	150,395	-
Less accumulated amortization of Valuation Discount	(110,114)	(89,727)
Net	$ 95,281	$ 110,373

(A) On January 19, 2016, the Company issued three 8% unsecured notes payable to investors (the "Lenders") for an aggregate amount of $200,000. These notes will be due on January 19, 2018. If the Company raises a minimum of $2,500,000 (excluding the amount converting pursuant to the notes) in the aggregate in gross proceeds from an equity financing led by a reputable institutional investor in one or more closings prior to the maturity date, the Lenders will have the rights to convert all outstanding principal and interest into the same equity securities issued in such qualified equity financing at 75% of the issuance price of the securities in such financing. In addition, the Lenders received 400,000 warrants to purchase shares of the Company's common stock at an exercise price of $0.005 per share. The aggregate relative fair value of the 400,000 warrants issued to the Lender was determined to be $99,915 using the Black-Scholes-Merton Option Pricing model with the following average assumptions: risk-free interest rate of 1.30%; dividend yield of 0%; volatility rate of 100%; and an expected life of four years (statutory term). The value of the warrants of $99,915 was considered as debt discount upon issuance and was being amortized as interest over the term of the notes or in full upon the conversion of the corresponding notes. During the year ended March 31, 2016, the Company amortized $9,818 of such discount to interest expense, and the unamortized discount as of March 31, 2016 was $89,727. During six months ended September 30, 2016, debt discount was fully amortized to interest expense.

On June 6, 2016, the Lenders converted $200,000 of principal and $5,918 of interest into 205,918 shares of the Company's common stock at a conversion price of $1 per share. As the market price of the shares on the date of conversion approximated $1.25 per share, the Company recognized a beneficial conversion cost of $51,480.

In addition, the Lenders were issued 205,920 warrants to purchase shares of the Company's common stock at an exercise price of $0.005 per share as inducement for this conversion. The aggregate fair value of the 205,920 warrants issued to the Lenders was $256,411 using the Black-Scholes-Merton Option Pricing model with the following average assumptions: risk-free interest rate of 1.20%; dividend yield of 0%; volatility rate of 100%; and an expected life of three years (statutory term). The value of the warrants of $256,411 was considered as additional interest expense upon their issuance. The warrants were exercised immediately into 205,920 shares of the Company's common stock with net proceeds of $1,030 to the Company.

(B) On August 19, 2016, the Company issued a 6% unsecured note payable to a certain investor for total principal amount of $55,000. This note will be due on September 30, 2018. If the Company raises a minimum of $5,000,000 (excluding the amount converting pursuant to the note) in the aggregate in gross proceeds from an equity financing led by a reputable institutional investor in one or more closings prior to the maturity date, the investor will have the rights to convert all outstanding principal and interest into the same equity securities issued in such qualified equity financing at 75% of the issuance price of the securities in such financing. In addition, the investor received 55,000 warrants to purchase shares of the Company's common stock at an exercise price of $0.005 per share. The aggregate relative fair value of the 55,000 warrants issued to the investor was determined to be $30,503 using the Black-Scholes-Merton Option Pricing model with the following average assumptions: risk-free interest rate of 0.88%; dividend yield of 0%; volatility rate of 100%; and an expected life of three years (statutory term). The value of the warrants of $30,503 was considered as debt discount upon issuance and was being amortized as interest over the term of the notes or in full upon the conversion of the corresponding notes. During six months ended September 30, 2016, the Company amortized $1,755 of such discount to interest expense, and the unamortized discount as of September 30, 2016 was $28,748.

(C) On September 14, 2016, the Company issued a 6% unsecured note payable to a certain investor for total principal amount of $150,000. This note will be due on September 13, 2018. If the Company raises a minimum of $5,000,000 (excluding the amount converting pursuant to the note) in the aggregate in gross proceeds from an equity financing led by a reputable institutional investor in one or more closings prior to the maturity date, the investor will have the rights to convert all outstanding principal and interest into the same equity securities issued in such qualified equity financing at 75% of the issuance price of the securities in such financing. In addition, the investor received 150,000 warrants to purchase shares of the Company's common stock at an exercise price of $0.005 per share. The aggregate relative fair value of the 150,000 warrants issued to the investor was determined to be $83,189 using the Black-Scholes-Merton Option Pricing model with the following average assumptions: risk-free interest rate of 0.88%; dividend yield of 0%; volatility rate of 100%; and an expected life of three years (statutory term). The value of the warrants of $83,189 was considered as debt discount upon issuance and was being amortized as interest over the term of the notes or in full upon the conversion of the corresponding notes. During six months ended September 30, 2016, the Company amortized $1,823 of such discount to interest expense, and the unamortized discount as of September 30, 2016 was $81,366.

Note 9 – Related Party Transactions

Management Services from Trinad Management LLC

Pursuant to a Management Agreement (the "Management Agreement") with Trinad Management LLC ("Trinad LLC") entered into on September 23, 2011, Trinad LLC agreed to provide certain management services to the Company through September 22, 2014, including, without limitation, the sourcing, structuring and negotiation of potential business acquisitions and customer contracts for the Company. Under the Management Agreement, the Company compensated Trinad LLC for its services by (i) paying a fee equal to $2,080,000, with $90,000 payable in advance of each consecutive 3-month calendar period during the term of the Management Agreement and with $1,000,000 due at the end of the 3-year term, and (ii) issuing a warrant to purchase 2,250,000 shares of the Company's common stock at an exercise price of $0.075 per share (the "Warrant"). The Warrant may be exercised in whole or in part by Trinad LLC at any time for a period of 10 years. On August 25, 2016, these warrants were exercised on a cashless basis at an exercise price of $0.075 per share, resulting in the issuance 2,115,000 shares of the Company's common stock.

During the year ended March 31, 2015, the Company accrued $180,000 related to the remaining portion due under the Management Agreement. The total amount of $1,000,000 due to Trinad LLC is reflected as a liability on the accompanying September 30, 2016 and March 31, 2016 balance sheets. Trinad LLC continues to provide services to the Company at a fee of $30,000 per month on a month-to-month basis. For the six months ended September 30, 2016 and 2015, the Company incurred $180,000 of such costs. As of September 30, 2016, the Company had prepaid $90,000 of such fees which have been reflected as a prepaid asset, related party on the accompanying September 30, 2016 balance sheet.

As of September 30, 2016 and March 31, 2016, amounts due to related parties were $301,745 and $117,124, respectively, payable to Mr. Ellin, our Executive Chairman, President, director and majority stockholder. These amounts were provided for working capital as needed and are unsecured, non-interest bearing advances with no formal terms of repayment.

Rent

During the quarter ended September 30, 2016 and the fiscal year ended March 31, 2016, we subleased office space from Trinad LLC for no cost to us. Management estimates such amounts to be immaterial. We anticipate continuing to sublease such space at no cost to us for the foreseeable future. We believe that such property is in good condition and is suitable for the conduct of our business.

Note 10 – Commitments and Contingencies

Promotional Rights

The Company acquires promotional rights from time to time that may contain obligations for future payments. During the period ended September 30, 2016, the Company incurred $350,000 in payment obligations for the acquisition of certain promotional rights. As of September 30, 2016, the Company may be liable for additional future payments from these promotions based upon a percentage of net revenue collected.

Legal Proceedings

On May 20, 2016, Mr. Oliver Bengough filed a Petition for Relief (the "Petition") in the High Court of Justice, Chancery Division (the "Court") against OCHL, OCL, KOKO UK and Mr. Ellin (collectively, the "Respondents"). In connection with the Petition, effective as of May 20, 2016, Mint Group terminated the Management Services Agreement with OCL pursuant to which Mint Group served as a contracted service provider to KOKO, a nightclub and live music venue "KOKO" in Camden, London owned by KOKO UK. Mr. Bengough claimed certain breaches of duty by Mr. Ellin in connection with the corporate operations of the Respondents, as well as a "deterioration" of the relationship between the parties. Mr. Bengough further claimed that his interests have been unfairly prejudiced by the conduct of the Respondents and the breakdown of trust and confidence between himself and Mr. Ellin. In connection with such termination, the Company demanded the resignation of Mr. Bengough (a significant stockholder of Mint Group) from the board of OCHL due to what the Company strongly believed to be performance and management concerns on behalf of Mint Group and its non-payment of certain funds. OCHL was formed by OCL's stockholders for the sole purpose of acquiring all of the registered and contributed capital of OCL, is a 50%-owned subsidiary of the Company and is the parent of OCL.

Among other things, Mr. Bengough was seeking an order by the Court for the sale by KOKO UK of its shares in OCHL to the Petitioner at a fair market value to be determined by the Court or an independent third party valuation with a discount to reflect the losses claimed to be suffered by Mr. Bengough. Mr. Bengough was further seeking, if required, an order terminating Mr. Ellin's directorship of OCHL and OCL, permission to bring a derivative action against Mr. Ellin alleging breaches of certain duties set forth in the Petition, for the Court to set aside the Senior Note and Junior Note (as each defined below) or alternatively such part of those notes which the Petitioner alleges are expenses for which Respondents OCL and OCHL should not be liable and for the Court to declare that OCL and OCHL have no liability for such expenses to us, JJAT or any other person connected with Mr. Ellin. As part of the initial hearing, the Court granted Mr. Bengough's request for interim relief to allow Mr. Bengough to continue running OCL's business as it was conducted prior to the filing of the Petition, subject to Mr. Ellin's approval of any expenditures exceeding $15,000 in amount (the "Interim Injunction"). This interim relief was granted pending a final decision on the Interim Injunction.

As part of the Merger consummated on April 28, 2014, OCHL and OCL became additional promisors under two promissory notes, a promissory note, dated as of April 28, 2014 (the "Senior Note"), issued in favor of JJAT, and a promissory note, dated as of April 28, 2014 (the "Junior Note"), issued in our favor. Pursuant to the Senior Note, OCHL and OCL are jointly liable to the Company for the principal amount of $1,376,124 and interest at 8% per annum. Pursuant to the Junior Note, OCHL and OCL are jointly liable to the Company for a principal amount of $494,749 and interest at 8% per annum. In the event the Court denies Mr. Bengough's relief summarized above, a request was made by the Petitioner for an order by the Court for the "winding up" of OCL and OCHL based upon deadlock of its board and members.

The Respondents retained UK counsel in this matter and categorically deny all allegations in the Petition and intend to aggressively defend this action, to refute the allegations set forth therein and to file a substantive counter-complaint in answer to the Petition.

Subsequently, in connection with the Interim Injunction, the Petitioner and the Respondents entered into a Consent Order, as approved by the Court on July 22, 2016 (the "Consent Order"), pursuant to which, among other things, (i) Mr. Ellin resigned as a director of OCHL and OCL and Mr. Griston was appointed as a new independent non-executive director on the boards of directors of the two companies, and (ii) the parties agreed to certain terms allowing them to either settle the disputes or proceed with a sale of the business to either party.

On September 22, 2016, Mr. Bengough entered into a Settlement Agreement (the "Settlement Agreement") with the Respondents and Global Loan Agency Services Limited, as escrow agent (the "Escrow Agent"), relating to the Petition. Pursuant to the Settlement Agreement, at the Closing (as defined below) the parties agreed, among other things, to (i) the terms of settlement in relation to all facts, matters and allegations raised by the Petition against the Respondents, including disputed liability under the Junior Note, (ii) sell 48,878 ordinary shares and the 2,750 deferred ordinary shares in OCHL owned by KoKo UK to Mr. Bengough on the terms provided in the Settlement Agreement, (iii) resolve certain ancillary matters arising from the past business dealings between Messrs. Ellin and Bengough, and (iv) to consummate the transactions contemplated thereunder and under certain related transaction documents (as defined below) (collectively, the "Settlement Transactions").

As part of the Settlement Transactions, Messrs. Ellin and Bengough entered into an engagement agreement with BTG Financial Consulting LLP BTG ("BTG") pursuant to which BTG will carry out an independent expert valuation of the value of the ordinary shares in OCHL on the terms set forth in the draft engagement letter appearing as an annex to the Settlement Agreement (the "Valuation"). Upon the conclusion of the Valuation, among other things, (i) Mr. Bengough shall pay to the Company 50% of the value of the ordinary and deferred ordinary shares in OCHL less £37,000 (the "Purchase Price") and as a result, acquire the Company's 50% interest in OCHL, (ii) the Settlement Transactions shall be consummated, (iii) the Company shall discharge the Junior Note, without any further payment by Mr. Bengough or any other entity to Mr. Ellin, KoKo UK or the Company, and (iv) each party agreed, on behalf of itself and on behalf of its Related Parties (as defined in the Settlement Agreement) not to sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against the other party or its Related Parties in any action, suit or other proceedings concerning the Released Claims (as defined in the Settlement Agreement), in UK or any other jurisdiction. Successful completion of the transactions referred to in clauses (i) through (iv) is collectively defined as the "Closing".

To secure the payment of the Purchase Price, Mr. Bengough (a) executed a Deed of Charge over his shares in OCHL in favor of KoKo UK, and (b) deposited with the Escrow Agent (collectively, the "Escrowed Items") (i) the sum of £1,272,265 and (ii) certificates representing 48,878 ordinary shares and the 2,750 deferred ordinary shares in OCHL held by Mr. Bengough and certain related documents. In the event that Mr. Bengough does not make the full payment of the Purchase Price to KoKo UK and/or Mr. Ellin within the time provided in the Settlement Agreement (as discussed more fully below), the Escrow Agent shall release the Escrowed Items to KoKo UK, Mr. Ellin and/or the Company.

No later than the seventh business day after the date on which BTG provides its final Valuation report to Messrs. Ellin and Bengough and the Escrow Agent (the "Payment Cut-Off Date"), Mr. Bengough shall ensure that KoKo UK is in receipt of cleared funds for the full amount of the Purchase Price. If the Purchase Price is less than £1,272,265, an amount equal to the Purchase Price will be paid to KoKo UK by the Escrow Agent out of the funds deposited with the Escrow Agent, subject to and in accordance with the terms of the escrow agreement entered into by the parties (the "Escrow Agreement"). If the Purchase Price is equal to or more than £1,272,265, the full amount of £1,272,265 will be paid by the Escrow Agent to KoKo UK and Mr. Bengough shall, by the Payment Cut-Off Date, pay an amount equal to the difference between the Purchase Price and £1,272,265 to the Escrow Agent's account, with such sum then to be paid by the Escrow Agent to an account specified by Mr. Ellin, subject to and in accordance with the terms of the Escrow Agreement.

Note 11 – Equity Incentive Plan

On August 29, 2016, the Company's Board of Directors and stockholders approved the Company's 2016 Equity Incentive Plan (the "2016 Plan"), which reserves a total of 22,800,000 shares of the Company's common stock for issuance under the 2016 Plan. Incentive awards authorized under the 2016 Plan include, but are not limited to, incentive stock options within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended. If an incentive award granted under the 2016 Plan expires, terminates, is unexercised or is forfeited, or if any shares are surrendered to us in connection with the exercise of an incentive award, the shares subject to such award and the surrendered shares will become available for further awards under the 2016 Plan.

As of the date of this Quarterly Report, no awards or any shares of Common Stock have been issued under the 2016 Plan.

Note 12 – Stockholders' Equity

Sale of Common Stock or Equity Units

During the six months ended September 30, 2016, the Company entered into securities purchase agreements with certain accredited investors, pursuant to which the Company sold an aggregate of 500,000 units at a purchase price of $2.50 per share for $1,250,000 in cash proceeds. Each unit consisted of one share of the Company's common stock and one warrant to purchase a share of the Company's common stock, exercisable for a period of three years from the date of original issuance at an exercise price of $0.005 per share.

Issuance of Common Stock for Services

During the six months ended September 30, 2016, the Company issued 543,040 shares of its common stock valued at $450,800 to various consultants. The Company valued these shares at prices from $0.50 to $1.25 per share, the most recent price of the sale of its common stock near the date of grant.

Warrants

On June 2, 2016, the Company issued warrants to acquire 205,920 shares of the Company's common stock valued at $256,411 as an inducement to convert a convertible note. These warrants, along with 400,000 warrants issued to the note holder upon issuance of the note, were exercised during the period at an exercise price of $0.005 per share, resulting in net proceeds to the Company of $3,030.

In April, 2016, the Company issued warrants to Trinad Capital, a related party, to acquire 3,352,754 shares of the Company's common stock valued at $1,661,114 at an exercise price of $0.005 to extend the maturity dates of certain notes. These warrants were exercised during the period at an exercise price of $0.005 per share, resulting in net proceeds to the Company of $16,764.

On August 19, 2016, the Company issued warrants along with convertible note, to acquire 55,000 shares of Company's common stock valued at $30,503 at an exercise price of $0.005.

On September 14, 2016, the Company issued warrants along with a convertible note to acquire 150,000 shares of Company's common stock valued at $83,189 at an exercise price of $0.005.

The table below summarizes the Company's warrant activities:

	Number of Warrants	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term
Balance outstanding, March 31, 2016	3,600,000	$ 0.050	4.16
Granted	4,263,674	0.005	3.43
Exercised	(7,158,674)	0.005	3.80
Forfeited/expired	-	-	-
Balance outstanding, September 30, 2016	705,000	$ 0.050	2.80
Exercisable, September 30, 2016	705,000	$ 0.050	2.80

Increase of Authorized Common Stock and Creation of Preferred Stock

On August 29, 2016, the Company's Board of Directors and stockholders approved for the Company to file a Certificate of Amendment to its Articles of Incorporation (the "Certificate") with the Secretary of State of the State of Nevada, which increased the Company's authorized capital stock. The Certificate was filed and became effective on September 1, 2016. The Certificate increased the aggregate number of shares of capital stock which the Company has the authority to issue to 501,000,000 shares, consisting of 500,000,000 shares of common stock and 1,000,000 shares of the Company's preferred stock, $0.001 par value per share (the "preferred stock").

The Company may issue shares of preferred stock from time to time in one or more series, each of which will have such distinctive designation or title as shall be determined by the Company's Board of Directors and will have such voting powers, full or limited, or no voting powers, and such preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated in the resolution or resolutions providing for the issue of such class or series of preferred stock as may be adopted from time to time by the Company's Board of Directors. The Company's Board of Directors will have the power to increase or decrease the number of shares of preferred stock of any series after the issuance of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be decreased, the shares constituting such decrease will resume the status of authorized but unissued shares of preferred stock.

While the Company does not currently have any plans for the issuance of preferred stock, the issuance of such preferred stock could adversely affect the rights of the holders of common stock and, therefore, reduce the value of the common stock. It is not possible to state the actual effect of the issuance of any shares of preferred stock on the rights of holders of the common stock until and unless the Company's Board of Directors determines the specific rights of the holders of the preferred stock; however, these effects may include: restricting dividends on the common stock, diluting the voting power of the common stock, impairing the liquidation rights of the common stock, or delaying or preventing a change in control of the Company without further action by the stockholders.

Note 13 – Subsequent Events

Subsequent to the quarter ended September 30, 2016, Trinad Capital advanced to the Company an additional $25,000 under the terms and conditions of the Second Senior Note.

Subsequent to the quarter ended September 30, 2016, JJAT advanced to the Company an additional $200,000 under the terms and conditions similar to those of the existing $55,000 note entered into during the period ended September 30, 2016.

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

Special Note Regarding Forward-Looking Statements

The following management's discussion and analysis section should be read in conjunction with our financial statements as of September 30, 2016 and 2015, and the related statements of operations, stockholders' equity (deficit) and cash flows for the three and six months then ended, and the related notes thereto contained in this Quarterly Report on Form 10-Q (this "Quarterly Report"). This management's discussion and analysis section contains forward-looking statements, such as statements of our plans, objectives, expectations and intentions. Any statements that are not statements of historical fact are forward-looking statements. When used, the words "believe," "plan," "intend," "anticipate," "target," "estimate," "expect" and the like, and/or future tense or conditional constructions "will," "may," "could," "should," etc., or similar expressions, identify certain of these forward-looking statements. These forward-looking statements are subject to risks and uncertainties that could cause actual results or events to differ materially from those expressed or implied by the forward-looking statements. These factors include those contained in "Item 1A — Risk Factors" of our Annual Report on Form 10-K for the fiscal year ended March 31, 2016. Our actual results and the timing of events could differ materially from those anticipated in these forward-looking statements as a result of these factors. We do not undertake any obligation to update forward-looking statements to reflect events or circumstances occurring after the date of this prospectus.

General and Business Operations Overview

We are a holding company primarily engaged in the emerging live and digital music space, including live music events, through LiveXLive, Corp. ("LXL"), our operating subsidiary. LXL intends to be the world's first premium live music streaming network that will deliver around the clock live music to viewers on any connected device as an authentic and experiential platform. The platform plans to offer the world's leading music festivals with multiday and multistage coverage, unique concerts, intimate performances and cutting edge programming. We plan to extend the live experience to fans on desktop, laptop, mobile, tablets, consoles, connected TVs and virtual reality platforms. The LiveXLive network expects to provide compelling and curated content that showcases the entire spectrum of music to include music inspired fashion, food, and lifestyle content and showcase interviews, backstage access and both fan and artist perspectives. We intend to feature all genres of music including rock, pop, indie, alternative, EDM, country and feature major festival headliners as well as emerging artists performing at clubs and venues around the globe. LXL's website is www.livexlive.com .

LXL's mission is to aggregate thousands of hours of live music and content driven by live music through mutually beneficially relationships with the world's top talent, music companies, festivals and promoters. LXL plans to showcase professionally produced, innovative, immersive and experiential live broadcasts in HD. Fans will have the opportunity to see their favorite festivals, concerts and experiences on any screen they choose across all video platforms and devices from mobile to the home. These fans will be able to view concert experiences from any connected device with exclusive access only LXL brings from the stage to backstage, inside dressing rooms, and places previously off limits to anyone but VIPs and artists. We will need additional capital to drive this process and address present working capital expenditures.

In addition, on April 28, 2014, we consummated the Merger. As a result of the Merger and our resulting 50% ownership in OCHL and indirect, 50%-owned investment ownership of OCL, prior to the sale of OCHL (as described below), we indirectly engaged in the operations of KOKO. KOKO provides live shows, club nights, corporate and other events at KOKO and broadcasted digitally. The venue has been used to record live performances which have been broadcast to an international audience.

On September 22, 2016, we entered into a Settlement Agreement with Mr. Bengough and other parties pursuant to which, at closing, among other things and subject to certain conditions, we agreed to sell our 50% ownership in OCHL. For more information on the Settlement Agreement and its terms, please see below Item 1. Legal Proceedings under PART II. OTHER INFORMATION.

Results of Operations

As of September 30, 2016, we had an accumulated deficit of $17,396,290. We anticipate that we will continue to incur substantial losses in the next 12 months. Our consolidated financial statements have been prepared assuming that we will continue as a going concern. We will require additional capital to meet our long-term operating requirements. We expect to raise additional capital through, among other things, the sale of our equity and/or debt securities.

Three Months Ended September 30, 2016 as Compared to Three Months Ended September 30, 2015

Revenues — We had $225,000 in revenues for the quarter ended September 30, 2016, and no revenues for the quarter ended September 30, 2015, from the operations of LXL. The revenues consisted entirely of a license fee paid to us for the production of a live video event.

Selling, General and Administrative Expenses — Selling, general and administrative expenses primarily consist of outside services, advertising, public relations and travel and entertainment expense. Selling, general and administrative expenses for the quarter ended September 30, 2016 decreased by $299,193 to $1,442,657, as compared to $1,741,850 in the quarter ended September 30, 2015, which reflects a decrease in operating costs incurred by us during the three months ended September 30, 2016.

Management Services – Related Parties — Management services – related party costs consisted of management fees paid and accrued by us under agreements with Trinad Management. For each of the quarters ended September 30, 2016 and September 30, 2015, we incurred management fees to Trinad Management of $90,000.

Other (Income) Expense — Other (income) expense increased by $409,923 to $438,492 for the quarter ended September 30, 2016, as compared to other expense of $28,569 for the quarter ended September 30, 2015. Other expense primarily represents interest expense incurred in connection with our 50% investment interest in OCHL. In addition, for the quarters ended September 30, 2016 and 2015, we recorded a (loss) of $(19,515) and earnings of $5,876, respectively, as our share of earnings of OCHL. The increase in other expenses for the quarter ended September 30, 2016 over the same period in 2015 was due to a substantial increase in operating costs of KOKO.

Net Income (Loss) — Net (loss) for the quarter ended September 30, 2016 decreased by $132,996 to $(1,727,424), as compared to $(1,860,420) in the quarter ended September 30, 2015, which primarily reflects a decrease in our selling, general and administrative expenses offset by an increase interest expense incurred in connection with our 50% interest in OCHL

Six Months Ended September 30, 2016 as Compared to Six Months Ended September 30, 2015

Revenues — We had $225,000 in revenues for the six months ended September 30, 2016, and no revenues for the six months ended September 30, 2015, from the operations of LXL. The revenues consisted entirely of a license fee paid to us for the production of a live video event.

Selling, General and Administrative Expenses — Selling, general and administrative expenses primarily consist of outside services, advertising, public relations and travel and entertainment expense. Selling, general and administrative expenses for the six months ended September 30, 2016 decreased by $100 to $2,527,543, as compared to $2,527,643 for the six months ended September 30, 2015, which reflects approximately the same amount in operating costs incurred by us during the six months ended September 30, 2016.

Management Services – Related Parties — Management services – related party costs consisted of management fees paid and accrued by us under agreements with Trinad Management. For each of the six-month periods ended September 30, 2016 and September 30, 2015, we incurred management fees to Trinad Management of $180,000.

Other (Income) Expense — Other (income) expense increased by $1,129,923 to $1,067,576 for the six months ended September 30, 2016, as compared to other (income) of $(62,347) for the six months ended September 30, 2015. Other expense primarily represents interest expense incurred in connection with our 50% investment interest in OCHL. For the six-month periods ended September 30, 2016 and 2015, we recorded earnings of $63,669 and $79,912, respectively, as our share of earnings of OCHL. The decrease for the six-month period ended September 30, 2016 over the same period in 2015 was due to an increase in operating costs of KOKO.

Net Income (Loss) — Net (loss) for the six months ended September 30, 2016 increased by $886,098 to $(3,531,394), as compared to $(2,645,296) in the quarter ended September 30, 2015, which primarily reflects an increase of interest expense incurred in connection with our 50% interest in OCHL offset by a decrease in our selling, general and administrative expenses.

Liquidity and Capital Resources

As of September 30, 2016, we had total assets of $5,347,087, comprised primarily of cash of $7,869, prepayments to related party of $90,000, prepayments to third party of $13,152 and net property and equipment of $69,551. Our principal asset, our investment in OCHL, was valued by us at $4,953,184 as of September 30, 2016. This compares with total assets of $5,218,308 as of March 31, 2016, comprised primarily of cash of $36,898, prepayments to related party of $15,995 and net property and equipment of $62,569. Our principal asset, our 50% investment interest in OCHL, was valued at $4,889,515 as of March 31, 2016.

We had current liabilities of $4,558,742 comprised of accounts payable and accrued liabilities of $590,865, short-term notes of $269,135 amounts due to related parties of $301,745, accrued interest due to related parties of $339,990, note payables due to related party of $2,057,007, and management service obligation to related party of $1,000,000, as of September 30, 2016. This compares with current liabilities of $4,877,311, comprised of accounts payable and accrued liabilities of $481,412, short-term notes of $262,042 amounts due to related parties of $117,124, accrued interest due to related parties of $232,733, note payables due to related parties of $2,784,000, and management service obligation to related party of $1,000,000, as of March 31, 2016.

On June 8, 2016 and June 10, 2016, we sold certain of our securities to an accredited investor for total gross proceeds of $1,250,000. The securities consisted of (i) 500,000 shares of our common stock at a purchase price of $2.50 per share, and (ii) a 3-year warrant to purchase 250,000 shares of our common stock exercisable at $0.005 per share. The net proceeds of the sale of these securities will be used for general working capital.

Subsequent to the quarter ended September 30, 2016, (i) Trinad Capital advanced to us an additional $25,000 under the terms and conditions of the Second Senior Note and (ii) JJAT advanced to us an additional $200,000 under the terms and conditions similar to those of the existing $55,000 note entered into during the period ended September 30, 2016.

We depend upon debt and/or equity financing to fund our ongoing operations and to execute its business plan. If continued funding and capital resources are unavailable at reasonable terms we may curtail our plan of operations. We will be required to obtain alternative or additional financing from financial institutions or otherwise, in order to maintain and expand our existing operations. The failure by us to obtain such financing would have a material adverse effect upon our business, financial condition and results of operations.

Going Concern

Our consolidated financial statements have been prepared assuming that we will continue as a going concern, and which contemplates continuity of operations, realization of assets, and liquidation of liabilities in the normal course of business. As reflected in the consolidated financial statements, we had a working capital deficit of $4,447,721 at September 30, 2016, and incurred a net loss of $3,550,119 and used net cash of $1,997,841 in operating activities for the six months ended September 30, 2016. These factors raise substantial doubt about our ability to continue as a going concern. In addition, our independent registered public accounting firm in their audit report to our financial statements for the fiscal year ended March 31, 2016 expressed substantial doubt about our ability to continue as a going concern. Our consolidated financial statements included elsewhere herein do not include any adjustments related to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should we be unable to continue as a going concern

Our management estimates that the current funds on hand will be sufficient to continue operations through December 31, 2016 Our ability to continue as a going concern is dependent on our ability to execute our business strategy and in our ability to raise additional funds. Management is currently seeking additional funds, primarily through the issuance of equity and/or debt securities for cash to operate our business. No assurance can be given that any future financing will be available or, if available, that it will be on terms that are satisfactory to us. Even if we can obtain additional financing, it may contain undue restrictions on our operations, in the case of debt financing, or cause substantial dilution for our stockholders, in case of equity and/or convertible debt financing.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

Critical Accounting Policies and Estimates

Critical accounting policies are defined as those most important to the portrayal of a company's financial condition and results and that require the most difficult, subjective or complex judgments. The preparation of financial statements in conformity with accounting principles generally accepted in the United States ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, the disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses during the reporting period. The estimates that we make include assumption as a going concern, fair value of long-lived assets, valuation allowance for deferred tax assets and estimates and assumptions used in valuation of equity instruments. Estimates are based on historical experience, where applicable or other assumptions that management believes are reasonable under the circumstances. We have identified the policies described in Note 2 – Significant Accounting Policies and Practices to our consolidated financial statements as our critical accounting policies. However, actual results may differ from those estimates under different assumptions or conditions.

Investment in Unconsolidated Subsidiary Under the Equity Method

We account for investments in which we own more than 20% of the investee, using the equity method in accordance with ASC Topic 323, Investments—Equity Method and Joint Ventures. Under the equity method, an investor initially records an investment in the stock of an investee at cost, and adjusts the carrying amount of the investment to recognize the investor's share of the earnings or losses of the investee after the date of acquisition. The amount of the adjustment is included in the determination of net income by the investor, and such amount reflects adjustments similar to those made in preparing consolidated statements including adjustments to eliminate intercompany gains and losses, and to amortize, if appropriate, any difference between investor cost and underlying equity in net assets of the investee at the date of investment. The investment of an investor is also adjusted to reflect the investor's share of changes in the investee's capital. Dividends received from an investee reduce the carrying amount of the investment. A series of operating losses of an investee or other factors may indicate that a decrease in value of the investment has occurred which is other than temporary and which should be recognized even though the decrease in value is in excess of what would otherwise be recognized by application of the equity method.

Carrying Value, Recoverability and Impairment of Long-Lived Assets

An impairment loss will be recognized only if the carrying amount of a long-lived asset (asset group) is not recoverable and exceeds its fair value. The carrying amount of a long-lived asset (asset group) is not recoverable if it exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset (asset group). That assessment is based on the carrying amount of the asset (asset group) at the date it is tested for recoverability. An impairment loss is measured as the amount by which the carrying amount of a long-lived asset (asset group) exceeds its fair value. If an impairment loss is recognized, the adjusted carrying amount of a long-lived asset will be its new cost basis. For a depreciable long-lived asset, the new cost basis will be depreciated (amortized) over the remaining useful life of that asset. Restoring a previously recognized impairment loss is prohibited.

Our long-lived asset (asset group) is tested for recoverability whenever events or changes in circumstances indicate that its carrying amount may not be recoverable. We test our long-lived assets for potential impairment indicators at least annually and more frequently upon the occurrence of such events.

Stock-Based Compensation

We periodically issue stock options and warrants to employees and non-employees in non-capital raising transactions for services and for financing costs. We account for stock option and warrant grants issued and vesting to employees based on the authoritative guidance provided by FASB where the value of the award is measured on the date of grant and recognized as compensation expense on the straight-line basis over the vesting period. We account for stock option and warrant grants issued and vesting to non-employees in accordance with the authoritative guidance of the FASB where the value of the stock compensation is based upon the measurement date as determined at either a) the date at which a performance commitment is reached, or b) at the date at which the necessary performance to earn the equity instruments is complete. Options granted to non-employees are revalued each reporting period to determine the amount to be recorded as an expense in the respective period. As the options vest, they are valued on each vesting date and an adjustment is recorded for the difference between the value already recorded and the then current value on the date of vesting. In certain circumstances where there are no future performance requirements by the non-employee, option grants are immediately vested and the total stock-based compensation charge is recorded in the period of the measurement date.

The fair value of our stock option and warrant grants are estimated using the Black-Scholes-Merton Option Pricing model, which uses certain assumptions related to risk-free interest rates, expected volatility, expected life of the stock options or warrants, and future dividends. Compensation expense is recorded based upon the value derived from the Black-Scholes-Merton Option Pricing model, and based on actual experience. The assumptions used in the Black-Scholes-Merton Option Pricing model could materially affect compensation expense recorded in future periods

Recent Accounting Policies

See Note 2 – Significant Accounting Policies and Practices to our accompanying condensed consolidated financial statements for our management's discussion of recent accounting policies.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Not required for smaller reporting companies.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our Chief Executive Officer and Interim Principal Financial Officer performed an evaluation of the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this Quarterly Report. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission's rules and forms, and is accumulated and communicated to our management, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. Based on that evaluation, our principal executive officer and interim principal financial officer concluded that, as of September 30, 2016, our disclosure controls and procedures were not effective. We had neither the resources, nor the personnel, to provide an adequate control environment.

Due to our limited resources, the following material weaknesses in our internal control over financial reporting continued to exist at September 30, 2016:

(i) We do not have written documentation of our internal control policies and procedures. Written documentation of key internal controls over financial reporting is a requirement of Section 404 of the Sarbanes-Oxley Act which is applicable to us for the fiscal years ended March 31, 2016 and 2017. Our management evaluated the impact of our failure to have written documentation of our internal controls and procedures on our assessment of our disclosure controls and procedures and has concluded that the control deficiency that resulted represented a material weakness.

(ii) We do not have sufficient segregation of duties within accounting functions, which is a basic internal control. Due to our size and nature, segregation of all conflicting duties may not always be possible and may not be economically feasible. However, to the extent possible, the initiation of transactions, the custody of assets and the recording of transactions should be performed by separate individuals. Management evaluated the impact of our failure to have segregation of duties on our assessment of our disclosure controls and procedures, and concluded that the control deficiency that resulted represented a material weakness.

(iii) Lack of independent audit committee of our Board of Directors.

(iv) Insufficient monitoring and review controls over the financial reporting closing process, including the lack of individuals with current knowledge of GAAP that led to the restatement of our previously issued financial statements. We have outsourced an interim Principal Financial Officer to assist us in implementing the necessary financial controls over the financial reporting and the utilization of internal management and staff to effectuate these controls.

Limitations on Effectiveness of Controls and Procedures

Our management, including our Chief Executive Officer and Interim Principal Financial Officer, does not expect that our disclosure controls and procedures or our internal controls will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Our control systems are designed to provide such reasonable assurance of achieving their objectives. Further, the design of a control system must reflect the fact that there are resource constraints and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our Company have been detected. These inherent limitations include, but are not limited to, the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the control. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Changes in Internal Control over Financial Reporting

An evaluation was performed under the supervision of our management, including our Chief Executive Officer and Interim Principal Financial Officer, of whether any change in our internal control over financial reporting (as defined in the Rules 13a-15(f) and 15d-15(f) promulgated under the Exchange Act) occurred during the quarter ended September 30, 2016. Based on that evaluation, our management, including our Chief Executive Officer and Interim Principal Financial Officer, concluded that there were no changes in our internal control over financial reporting that occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, we may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm business.

On May 20, 2016, Mr. Oliver Bengough filed a Petition for Relief (the "Petition") in the High Court of Justice, Chancery Division (the "Court") against OCHL, OCL, KOKO UK and Mr. Ellin (collectively, the "Respondents"). In connection with the Petition, effective as of May 20, 2016, Mint Group terminated the Management Services Agreement with OCL pursuant to which Mint Group served as a contracted service provider to KOKO, a nightclub and live music venue "KOKO" in Camden, London owned by KOKO UK. Mr. Bengough claimed certain breaches of duty by Mr. Ellin in connection with the corporate operations of the Respondents, as well as a "deterioration" of the relationship between the parties. Mr. Bengough further claimed that his interests have been unfairly prejudiced by the conduct of the Respondents and the breakdown of trust and confidence between himself and Mr. Ellin. In connection with such termination, we demanded the resignation of Mr. Bengough (a significant stockholder of Mint Group) from the board of OCHL due to what we strongly believed to be performance and management concerns on behalf of Mint Group and its non-payment of certain funds. OCHL was formed by OCL's stockholders for the sole purpose of acquiring all of the registered and contributed capital of OCL, is a 50%-owned subsidiary of our Company and is the parent of OCL.

Among other things, Mr. Bengough was seeking an order by the Court for the sale by KOKO UK of its shares in OCHL to the Petitioner at a fair market value to be determined by the Court or an independent third party valuation with a discount to reflect the losses claimed to be suffered by Mr. Bengough. Mr. Bengough was further seeking, if required, an order terminating Mr. Ellin's directorship of OCHL and OCL, permission to bring a derivative action against Mr. Ellin alleging breaches of certain duties set forth in the Petition, for the Court to set aside the Senior Note and Junior Note (as each defined below) or alternatively such part of those notes which the Petitioner alleges are expenses for which Respondents OCL and OCHL should not be liable and for the Court to declare that OCL and OCHL have no liability for such expenses to us, JJAT or any other person connected with Mr. Ellin. As part of the initial hearing, the Court granted Mr. Bengough's request for interim relief to allow Mr. Bengough to continue running OCL's business as it was conducted prior to the filing of the Petition, subject to Mr. Ellin's approval of any expenditures exceeding $15,000 in amount (the "Interim Injunction"). This interim relief was granted pending a final decision on the Interim Injunction.

As part of the Merger consummated on April 28, 2014, OCHL and OCL became additional promisors under 2 promissory notes, a promissory note, dated as of April 28, 2014 (the "Senior Note"), issued in favor of JJAT, and a promissory note, dated as of April 28, 2014 (the "Junior Note"), issued in our favor. Pursuant to the Senior Note, OCHL and OCL are jointly liable to us for the principal amount of $1,376,124 and interest at 8% per annum. Pursuant to the Junior Note, OCHL and OCL are jointly liable to us for a principal amount of $494,749 and interest at 8% per annum. In the event the Court denies Mr. Bengough's relief summarized above, a request was made by the Petitioner for an order by the Court for the "winding up" of OCL and OCHL based upon deadlock of its board and members.

The Respondents retained UK counsel in this matter and categorically deny all allegations in the Petition and intend to aggressively defend this action, to refute the allegations set forth therein and to file a substantive counter-complaint in answer to the Petition.

Subsequently, in connection with the Interim Injunction, the Petitioner and the Respondents entered into a Consent Order, as approved by the Court on July 22, 2016 (the "Consent Order"), pursuant to which, among other things, (i) Mr. Ellin resigned as a director of OCHL and OCL and Mr. Griston was appointed as a new independent non-executive director on the boards of directors of the 2 companies, and (ii) the parties agreed to certain terms allowing them to either settle the disputes or proceed with a sale of the business to either party.

On September 22, 2016, Mr. Bengough entered into a Settlement Agreement (the "Settlement Agreement") with the Respondents and Global Loan Agency Services Limited, as escrow agent (the "Escrow Agent"), relating to the Petition. Pursuant to the Settlement Agreement, at the Closing (as defined below) the parties agreed, among other things, to (i) the terms of settlement in relation to all facts, matters and allegations raised by the Petition against the Respondents, including disputed liability under the Junior Note, (ii) sell 48,878 ordinary shares and the 2,750 deferred ordinary shares in OCHL owned by KoKo UK to Mr. Bengough on the terms provided in the Settlement Agreement, (iii) resolve certain ancillary matters arising from the past business dealings between Messrs. Ellin and Bengough, and (iv) to consummate the transactions contemplated thereunder and under certain related transaction documents (as defined below) (collectively, the "Settlement Transactions").

As part of the Settlement Transactions, Messrs. Ellin and Bengough entered into an engagement agreement with BTG Financial Consulting LLP BTG ("BTG") pursuant to which BTG will carry out an independent expert valuation of the value of the ordinary shares in OCHL on the terms set forth in the draft engagement letter appearing as an annex to the Settlement Agreement (the "Valuation"). Upon the conclusion of the Valuation, among other things, (i) Mr. Bengough shall pay to us 50% of the value of the ordinary and deferred ordinary shares in OCHL less £37,000 (the "Purchase Price") and as a result, acquire 50% interest in OCHL, (ii) the Settlement Transactions shall be consummated, (iii) we shall discharge the Junior Note, without any further payment by Mr. Bengough or any other entity to Mr. Ellin, KoKo UK or us, and (iv) each party agreed, on behalf of itself and on behalf of its Related Parties (as defined in the Settlement Agreement) not to sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against the other party or its Related Parties in any action, suit or other proceedings concerning the Released Claims (as defined in the Settlement Agreement), in UK or any other jurisdiction. Successful completion of the transactions referred to in clauses (i) through (iv) is collectively defined as the "Closing".

To secure the payment of the Purchase Price, Mr. Bengough (a) executed a Deed of Charge over his shares in OCHL in favor of KoKo UK, and (b) deposited with the Escrow Agent (collectively, the "Escrowed Items") (i) the sum of £1,272,265 and (ii) certificates representing 48,878 ordinary shares and the 2,750 deferred ordinary shares in OCHL held by Mr. Bengough and certain related documents. In the event that Mr. Bengough does not make the full payment of the Purchase Price to KoKo UK and/or Mr. Ellin within the time provided in the Settlement Agreement (as discussed more fully below), the Escrow Agent shall release the Escrowed Items to KoKo UK, Mr. Ellin and/or us per our instructions.

No later than the seventh business day after the date on which BTG provides its final Valuation report to Messrs. Ellin and Bengough and the Escrow Agent (the "Payment Cut-Off Date"), Mr. Bengough shall ensure that KoKo UK is in receipt of cleared funds for the full amount of the Purchase Price. If the Purchase Price is less than £1,272,265, an amount equal to the Purchase Price will be paid to KoKo UK by the Escrow Agent out of the funds deposited with the Escrow Agent, subject to and in accordance with the terms of the escrow agreement entered into by the parties (the "Escrow Agreement"). If the Purchase Price is equal to or more than £1,272,265, the full amount of £1,272,265 will be paid by the Escrow Agent to KoKo UK and Mr. Bengough shall, by the Payment Cut-Off Date, pay an amount equal to the difference between the Purchase Price and £1,272,265 to the Escrow Agent's account, with such sum then to be paid by the Escrow Agent to an account specified by Mr. Ellin, subject to and in accordance with the terms of the Escrow Agreement.

Item 1A. Risk Factors.

In addition to other information set forth in this Quarterly Report, you should carefully consider the factors discussed in the section captioned "Risk Factors" in our Annual Report on Form 10-K filed with the SEC on July 19, 2016, which could materially affect our business, financial condition and/or results of operations.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Issuance of Unregistered Securities

During the three months ended September 30, 2016, we issued 335,740 shares of our common stock valued at $269,675 to various consultants for services provided to us.

During the three months ended September 30, 2016, we issued 6,317,754 shares of our common stock upon exercise of 6,452,754 warrants at an exercise price of $0.005 per share, resulting in net proceeds to us of $22,014.

Securities reported above were issued in reliance on the exemption from registration contained in Section 4(a)(2) of the Securities Act of 1933, as amended, and/or Rule 506 of Regulation D promulgated thereunder and involved a transaction by an issuer not involving any public offering.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

None.

Item 3. Defaults Upon Senior Securities.

On December 31, 2014, the Company converted accounts payable into a Senior Promissory Note (the "Note") in the aggregate principal amount of $242,498. The Note bears interest at 6% per annum and interest is payable on a quarterly basis commencing March 31, 2015 or the Company may elect that the amount of such interest be added to the principal sum outstanding under this Note. The payables arose in connection with professional services rendered by attorneys for the Company prior to and through December 31, 2014, and the Note had an original maturity date of December 31, 2015, which was extended to June 30, 2016 or such later date as the lender may agree to in writing. As of the date of this Quarterly Report, the Note has not been extended and is currently in default. As of September 30, 2016 and March 31, 2016, $269,135 and $262,040 of principal, which includes $26,637 and $19,542 of accrued interest, respectively, were outstanding under the Note.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

After September 30, 2016, (i) Trinad Capital advanced to us an additional $25,000 under the terms and conditions of the Second Senior Note and (ii) JJAT advanced to us an additional $200,000 under the terms and conditions similar to those of the existing $55,000 note entered into during the period ended September 30, 2016.

Item 6. Exhibits.

Exhibit Number	Description
2.1	Agreement and Plan of Merger, dated as of April 28, 2014, among the Registrant, Loton Acquisition Sub I, Inc. and KOKO (Camden) Holdings (US), Inc. (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 2.1).
3.1	Articles of Incorporation of the Registrant (incorporated by reference from the Registrant's Registration Statement on Form S-1, filed with the SEC on June 1, 2010, Exhibit 3.1).
3.2	Certificate of Amendment to the Articles of Incorporation of the Registrant, dated as of September 1, 2016 (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on September 2, 2016, Exhibit 3.1)
3.3	Bylaws of the Registrant (incorporated by reference from the Registrant's Registration Statement on Form S-1, filed with the SEC on June 1, 2010, Exhibit 3.2).
3.4	First Amendment to the Bylaws of the Registrant (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 3.3).
4.1	Senior Promissory Note, dated as of April 28, 2014, issued by OCHL to JJAT (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 4.1).
4.2	Promissory Note, dated as of April 28, 2014, issued by OCHL to the Registrant (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 4.2).
4.3	Form of Warrant to Purchase Common Stock, dated as of September 23, 2011, issued by the Registrant to Trinad Management, LLC (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on September 28, 2011, Exhibit 10.1).
4.4	Promissory Note, dated as of April 2, 2012, issued by the Registrant to Trinad Capital Master Fund, Ltd. (incorporated by reference from the Registrant's Annual Report on Form 10-K filed with the SEC on August 15, 2012, Exhibit 10.3).
4.5	Promissory Note, dated as of June 21, 2012, issued by the Registrant to Trinad Capital Master Fund, Ltd. (incorporated by reference from the Registrant's Annual Report on Form 10-K filed with the SEC on August 15, 2012, Exhibit 10.4).
4.6	Form of Common Stock Warrant issued on November 18, 2014 (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on February 17, 2015, Exhibit 4.1).
4.7	Form of Common Stock Warrant issued on December 19, 2014 (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on February 17, 2015, Exhibit 4.2).
4.8	Form of Promissory Notes, dated as of May 13, May 23, June 17 and July 3, 2013 (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on July 29, 2013, Exhibit 10.1).
4.9	Promissory Note, dated as of April 24, 2014, issued by Oliver Bengough to KOKO (Camden) Limited (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 10.9).
4.10	Promissory Note, dated as of April 24, 2014, issued by Oliver Bengough to JJAT Corp. (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 10.10).
4.11	Form of Common Stock Warrant issued by the Registrant to certain investors on December 1, 2014 (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on February 12, 2015, Exhibit 10.1).
4.12	Form of Senior Promissory Note, dated as of December 31, 2014, issued by the Registrant to Trinad Capital Master Fund, Ltd. (incorporated by reference from the Registrant's Quarterly Report on Form 10-Q filed with the SEC on February 17, 2015, Exhibit 10.5).
4.13	Form of Senior Convertible Promissory Note, dated as of December 31, 2014, issued by the Registrant to Trinad Capital Master Fund, Ltd. (incorporated by reference from the Registrant's Quarterly Report on Form 10-Q filed with the SEC on February 17, 2015, Exhibit 10.6).
4.14	Form of Amendment No. 1 to Senior Convertible Promissory Note, dated as of January 27, 2015, entered into between the Registrant and Trinad Capital Master Fund, Ltd. (incorporated by reference from the Registrant's Quarterly Report on Form 10-Q filed with the SEC on February 17, 2015, Exhibit 10.7).
4.15	Form of Amended and Restated Senior Promissory Note, dated as of February 5, 2015, issued by the Registrant to Trinad Capital Master Fund, Ltd. (incorporated by reference from the Registrant's Quarterly Report on Form 10-Q filed with the SEC on February 17, 2015, Exhibit 10.8).

4.16	Form of Amended and Restated Senior Promissory Note, dated as of July 10, 2015, issued by the Registrant to Trinad Capital Master Fund, Ltd. (incorporated by reference from the Registrant's Annual Report on Form 10-K filed with the SEC on July 14, 2015, Exhibit 10.44).
4.17	Amendment No. 2 to Senior Convertible Promissory Note, dated as of April 21, 2016, entered into between the Registrant and Trinad Capital Master Fund, Ltd. (incorporated by reference from the Registrant's Annual Report on Form 10-K filed with the SEC on July 19, 2015, Exhibit 4.17).
4.18	Amended and Restated Senior Promissory Note, dated as of April 27, 2016, issued by the Registrant to Trinad Capital Master Fund, Ltd. (incorporated by reference from the Registrant's Annual Report on Form 10-K filed with the SEC on July 19, 2015, Exhibit 4.18).
4.19	Form of Common Stock Warrant with respect to warrants issued by the Registrant to certain accredited investors on June 19, July 23 and July 28, August 6, August 31, September 21, December 24 and December 31, 2015 and certain warrants issued by the Registrant to purchase an aggregate of 281,250 shares (incorporated by reference from the Registrant's Annual Report on Form 10-K filed with the SEC on July 19, 2015, Exhibit 4.19).
10.1	Share Purchase Agreement, dated as of February 13, 2014, among Alex Rutherford, KOKO (Camden) Limited and certain Guarantors (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 10.1).
10.2	Share Sale Agreement, dated as of February 13, 2014, among Hugh Doherty, Laurence Seymour, KOKO (Camden) Limited and certain Guarantors (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 10.2).
10.3	Shareholders Agreement in Relation to Obar Camden Holdings Limited, dated as of February 12, 2014, among Oliver Bengough, KOKO (Camden) Limited, Robert Ellin, Obar Camden Holdings Limited and Trinad Capital Master Fund Limited (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 10.3).
10.4	Deed of Reimbursement, dated February 2014, among KOKO (Camden) Limited, Alex Rutherford, Oliver Bengough, Hugh Doherty, Laurence Seymour and Mint Group Holdings Limited (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 10.4).
10.5	Deed of Subordination, dated February 2014, among Alex Rutherford, Hugh Doherty, Laurence Seymour, KOKO (Camden) Limited, Trinad Capital Master Fund, Ltd. and JJAT Corp. (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 10.5).
10.6	Variation to Shareholders Agreement, dated as of April 24, 2014, among Oliver Bengough, KOKO (Camden) Limited, Robert Ellin, Trinad Capital Master Fund LTD, Obar Camden Holdings Limited, Obar Camden Limited, JJAT Corp. and the Registrant (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 10.6).
10.7	Share Purchase Agreement, dated as of April 24, 2014, relating to certain shares of Obar Camden Holdings Limited between JJAT Corp and Oliver Bengough (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 10.7).
10.8	Share Charge, dated as of April 24, 2014, in respect of Ordinary Shares of Obar Camden Holdings Limited between Oliver Bengough and JJAT Corp. (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 10.8).
10.9	Reimbursement Agreement, dated as of January 29, 2014, between the Registrant and JJAT Corp. (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 10.11).
10.10	Letter re Termination of Reimbursement Agreement, dated as of April 25, 2014, between the Registrant and JJAT Corp. (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 10.12).
10.11	Contribution Agreement, dated as of April 24, 2014, between JJAT Corp. and KOKO (Camden) Holdings (US), Inc. (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 10.13).
10.12	Form of Director/Officer Indemnification Agreement (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on April 30, 2014, Exhibit 10.14).
10.13†	Form of Restricted Stock Grant Agreement (incorporated by reference from the Registrant's Quarterly Report on Form 10-Q filed with the SEC on March 21, 2013, Exhibit 10.4).
10.14†	Form of Advisory Board Consulting Agreement (incorporated by reference from the Registrant's Quarterly Report on Form 10-Q filed with the SEC on March 21, 2013, Exhibit 10.5).
10.15	Form of Consulting Agreement between the Registrant and a consultant to the Registrant (incorporated by reference from the Registrant's Quarterly Report on Form 10-Q filed with the SEC on March 21, 2013, Exhibit 10.6).

10.16	Form of Note Extension Agreement, dated as of July 15, 2013 entered into in connection with those that certain Promissory Note, dated as of April 3, 2012, and that certain Promissory Note, dated as of June 21, 2012, each between the Registrant and Trinad Capital Master Fund Ltd. (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on July 29, 2013, Exhibit 10.2).
10.17	Management Agreement, dated as of September 23, 2011, between the Registrant and Trinad Management, LLC (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on September 28, 2011, Exhibit 10.2).
10.18	Forbearance Agreement, dated as of October 30, 2014, between the Registrant, Olly Bengough, Robert Ellin and JJAT (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on November 5, 2014, Exhibit 10.1).
10.19	Assignment Agreement, dated as of March 4, 2015, between LiveXLive, Corp. (f/k/a FestreamTV, Corp.) and Bulldog DM, LLC (incorporated by reference from the Registrant's Current Report on Form 8-K filed with the SEC on March 9, 2015, Exhibit 10.1).
10.20	Form of Subscription Agreement, dated as of June 19, July 23 and July 28, August 6, August 31, September 21, December 24 and December 31, 2015, between the Registrant and certain accredited investors (incorporated by reference from the Registrant's Annual Report on Form 10-K filed with the SEC on July 19, 2015, Exhibit 10.20).
10.21†	Consulting Agreement, dated as of October 1, 2015, between LiveXLive, Corp. (f/k/a FestreamTV, Corp.) and Schuyler Hoversten (incorporated by reference from the Registrant's Annual Report on Form 10-K filed with the SEC on July 19, 2015, Exhibit 10.21).
10.22†	Employment Agreement, dated as of October 6, 2015, between the Registrant and Blake Indursky (incorporated by reference from the Registrant's Annual Report on Form 10-K filed with the SEC on July 19, 2015, Exhibit 10.22).
10.23†*	The Registrant's 2016 Equity Incentive Plan.
10.24†*	Form of Director Option Agreement under 2016 Equity Incentive Plan.
10.25†*	Form of Employee Option Agreement under 2016 Equity Incentive Plan.
10.26*	Settlement Agreement, dated as of September 22, 2016, among Mr. Oliver Bengough, Obar Camden Holdings Limited, Obar Camden Limited, KoKo (Camden) Limited, Robert S. Ellin and Global Loan Agency Services Limited, as escrow agent.
31.1*	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act.
31.2*	Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act.
32.1**	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2**	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*	XBRL Instance Document
101.INS*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document

† Management contract or compensatory plan or arrangement required to be filed as an exhibit pursuant to the requirements of Item 15(a)(3) of Form 10-K.

* Filed herewith.

** Furnished herewith.

SIGNATURES

Pursuant to the requirements of Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

LOTON, CORP

Date: November 14, 2016

By: /s/ *Robert S. Ellin*
Robert S. Ellin
Executive Chairman and President
(Principal Executive Officer)

By: /s/ *David R. Wells*
David R. Wells
Interim Principal Financial Officer
(Interim Principal Accounting Officer)

Exhibit 10.23

LOTON, CORP.

2016 EQUITY INCENTIVE PLAN

1. Purposes of the Plan . The purposes of this Plan are:

- to attract and retain the best available personnel for positions of substantial responsibility,
- to provide incentives to individuals who perform services for the Company, and
- to promote the success of the Company's business.

The Plan permits the grant of Incentive Stock Options, Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Units, Performance Shares and other stock or cash awards as the Administrator may determine.

2. Definitions . As used herein, the following definitions will apply:

(a) " Administrator " means the Board or any of its Committees as will be administering the Plan, in accordance with Section 4 hereof.

(b) " Affiliate " means any corporation or any other entity (including, but not limited to, partnerships and joint ventures) controlling, controlled by, or under common control with the Company.

(c) " Applicable Laws " means the requirements relating to the administration of equity-based awards under U.S. federal and state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any foreign country or jurisdiction where Awards are, or will be, granted under the Plans.

(d) " Award " means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Units, Performance Shares and other stock or cash awards as the Administrator may determine.

(e) " Award Agreement " means the written agreement setting forth the terms and provisions applicable to each Award granted under the Plan. The Award Agreement is subject to the terms and conditions of the Plan.

(f) " Board " means the Board of Directors of the Company.

(g) " Change in Control " means the occurrence of any of the following events after the Effective Date:

(i) A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group (" Person "), acquires ownership of stock in the Company that, together with the stock already held by such Person, constitutes more than 50% of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection (i), the acquisition of additional stock by any Person who is considered to own more than 50% of the total voting power of the stock of the Company before the acquisition will not be considered a Change in Control; or

(ii) The individuals who constitute the members of the Board cease, by reason of a financing, merger, combination, acquisition, takeover or other non-ordinary course transaction affecting the Company, to constitute at least fifty-one percent (51%) of the members of the Board; or

(iii) The consummation of any of the following events: (A) a change in the ownership of a substantial portion of the Company's assets, which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such Person) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions, or (B) a merger, consolidation or reorganization involving the Company, where either or both of the events described in clauses (i) or (ii) above would be the result. For purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company's assets or a Change in Control: (A) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's stock, (2) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least 50% of the total equity or voting power of which is owned, directly or indirectly, by a Person described in subsection (iii)(B)(3) above. For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this Section 2(g), persons will be considered to be acting as a group if they are owners of a corporation or other entity that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

(h) " Code " means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code herein will be a reference to any successor or amended section of the Code.

(i) " Committee " means a committee of Directors or of other individuals satisfying Applicable Laws appointed by the Board in accordance with Section 4 hereof.

(j) " Common Stock " means the common stock, par value $0.001 per share, of the Company.

(k) " Company " means Loton, Corp., a Nevada corporation, or any successor thereto.

(l) " Consultant " means any person, including an advisor, other than an Employee engaged by the Company or a Parent, Subsidiary or Affiliate to render services to such entity.

(m) " Determination Date " means the latest possible date that will not jeopardize the qualification of an Award granted under the Plan as "performance-based compensation" under Section 162(m) of the Code.

(n) " Director " means a member of the Board.

(o) " Disability " means permanent and total disability as defined in Section 22(e)(3) of the Code, provided that in the case of Awards other than Incentive Stock Options, the Administrator in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time.

(p) " Effective Date " shall have the meaning set forth in Section 18 hereof.

(q) " Employee " means any person, including Officers and Directors, other than a Consultant employed by the Company or any Parent, Subsidiary or Affiliate of the Company. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.

(r) " Exchange Act " means the Securities Exchange Act of 1934, as amended.

(s) " Exchange Program " means a program under which (i) outstanding Awards are surrendered or cancelled in exchange for Awards of the same type (which may have lower exercise prices and different terms), Awards of a different type, and/or cash, and/or (ii) the exercise price of an outstanding Award is reduced. The Administrator will determine the terms and conditions of any Exchange Program in its sole discretion.

(t) " Fair Market Value " means, as of any date, the value of the Common Stock as the Administrator may determine in good faith, by reference to the closing price of such stock on any established stock exchange or on a national market system on the day of determination, if the Common Stock is so listed on any established stock exchange or on a national market system. If the Common Stock is not listed on any established stock exchange or on a national market system, the value of the Common Stock will be determined as the Administrator may determine in good faith using (i) a valuation methodology set forth in Treasury Regulation 1.409A-1(b)(5)(iv)(B) or (ii) with respect to valuations applicable to Awards that are not subject to Code Section 409A, such other valuation methods as the Administrator may select.

(u) " Fiscal Year " means the fiscal year of the Company.

(v) " Incentive Stock Option " means an Option that by its terms qualifies and is otherwise intended to qualify as an incentive stock option within the meaning of Section 422 of the Code and the regulations promulgated thereunder.

(w) " Nonstatutory Stock Option " means an Option that by its terms does not qualify or expressly provides that it is not intended to qualify as an Incentive Stock Option.

(x) " Officer " means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(y) " Option " means a stock option granted pursuant to Section 6 hereof.

(z) " Parent " means a "parent corporation," whether now or hereafter existing, as defined in Section 424(e) of the Code.

(aa) " Participant " means the holder of an outstanding Award.

(bb) " Performance Goals " will have the meaning set forth in Section 11 hereof.

(cc) " Performance Period " means any Fiscal Year of the Company or such other period as determined by the Administrator in its sole discretion.

(dd) " Performance Share " means an Award denominated in Shares which may be earned in whole or in part upon attainment of Performance Goals or other vesting criteria as the Administrator may determine pursuant to Section 10 hereof.

(ee) " Performance Unit " means an Award which may be earned in whole or in part upon attainment of Performance Goals or other vesting criteria as the Administrator may determine and which may be settled for cash, Shares or other securities or a combination of the foregoing pursuant to Section 10 hereof.

(ff) " Period of Restriction " means the period during which transfers of Shares of Restricted Stock are subject to restrictions and, therefore, the Shares are subject to a substantial risk of forfeiture. Such restrictions may be based on the passage of time, the achievement of target levels of performance, or the occurrence of other events specified in the applicable Award, as interpreted and construed by the Administrator.

(gg) " Plan " means this 2016 Equity Incentive Plan.

(hh) " Restricted Stock " means Shares issued pursuant to an Award of Restricted Stock under Section 8 hereof, or issued pursuant to the early exercise of an Option.

(ii) " Restricted Stock Unit " means a bookkeeping entry representing an amount equal to the Fair Market Value of one Share, granted pursuant to Section 9 hereof. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.

(jj) " Rule 16b-3 " means Rule 16b-3 of the Exchange Act or any successor to Rule 16b-3, as in effect when discretion is being exercised with respect to the Plan.

(kk) " Section 16(b) " means Section 16(b) of the Exchange Act.

(ll) " Service Provider " means an Employee, Director or Consultant.

(mm) " Share " means a share of Common Stock, as adjusted in accordance with Section 14 hereof.

(nn) " Stock Appreciation Right " means an Award, granted alone or in connection with an Option, that pursuant to Section 7 is designated as a Stock Appreciation Right.

(oo) " Subsidiary " means a "subsidiary corporation," whether now or hereafter existing, as defined in Section 424(f) of the Code.

3. Stock Subject to the Plan .

(a) Maximum Aggregate Number of Shares . Subject to the provisions of Section 14 hereof, the maximum aggregate number of Shares that may be awarded and sold under the Plan is Twenty Two Million Eight Hundred Thousand (22,800,000) Shares. The Shares may be authorized, but unissued, or reacquired Common Stock.

(b) Lapsed Awards . If an Award expires or becomes unexercisable without having been exercised in full, or, with respect to Restricted Stock, Restricted Stock Units, Performance Shares or Performance Units, is forfeited to or repurchased by the Company, the unpurchased (or for Awards other than Options and Stock Appreciation Rights, the forfeited or repurchased Shares) which were subject thereto will become available for future grant or sale under the Plan (unless the Plan has terminated). Upon exercise of a Stock Appreciation Right settled in Shares, the gross number of Shares covered by the portion of the Award so settled will cease to be available under the Plan. Shares that have actually been issued under the Plan under any Award will not be returned to the Plan and will not become available for future distribution under the Plan; provided, however, that if unvested Shares of Restricted Stock, Restricted Stock Units, Performance Shares or Performance Units are repurchased by the Company or are forfeited to the Company, such Shares will become available for future grant under the Plan. Shares subject to an Award that are transferred to or retained by the Company to pay the tax and/or exercise price of an Award will become available for future grant or sale under the Plan. To the extent an Award under the Plan is paid out in cash rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under the Plan and, for the elimination of doubt, the number of Shares of equal value to such cash payment shall become available for future grant or sale under the Plan. Notwithstanding the foregoing provisions of this Section 3(b), subject to adjustment provided in Section 14 hereof, the maximum number of Shares that may be issued upon the exercise of Incentive Stock Options will equal the aggregate Share number stated in Section 3(a) above, plus, to the extent allowable under Section 422 of the Code, any Shares that become available for issuance under the Plan under this Section 3(b).

(c) Share Reserve . The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as will be sufficient to satisfy the requirements of the Plan.

4. Administration of the Plan .

(a) Procedure .

(i) Multiple Administrative Bodies . Different Committees may be established with respect to different groups of Service Providers; in that event, the Committee established with respect to a group of Service Providers shall administer the Plan with respect to Awards granted to members of such group.

(ii) Section 162(m) . To the extent that the Administrator determines it to be desirable to qualify Awards granted hereunder as "performance-based compensation" within the meaning of Section 162(m) of the Code, and if the Company is then a "publicly held corporation" as defined therein, the Plan will be administered by a Committee of two (2) or more "outside directors" within the meaning of Section 162(m) of the Code.

(iii) Rule 16b-3 . To the extent desirable to qualify transactions hereunder as exempt under Rule 16b-3, the transactions contemplated hereunder will be structured to satisfy the requirements for exemption under Rule 16b-3.

(iv) Other Administration . Other than as provided above, the Plan will be administered by (A) the Board or (B) a Committee, which committee will be constituted to satisfy Applicable Laws.

(b) Powers of the Administrator . Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator will have the authority, in its discretion:

(i) to determine Fair Market Value;

(ii) to select the Service Providers to whom Awards may be granted hereunder;

(iii) to determine the terms and condition, not inconsistent with the terms of the Plan, of any Award granted hereunder;

(iv) to institute an Exchange Program and to determine the terms and conditions, not inconsistent with the terms of the Plan, for (1) the surrender or cancellation of outstanding Awards in exchange for Awards of the same type, Awards of a different type, and/or cash, or (2) the reduction of the exercise price of outstanding Awards;

(v) to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan;

(vi) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws;

(vii) to modify or amend each Award (subject to Section 19(c) hereof);

(viii) to authorize any person to execute on behalf of the Company any instrument required to reflect or implement the grant of an Award previously granted by the Administrator;

(ix) to allow a Participant to defer the receipt of the payment of cash or the delivery of Shares that would otherwise be due to such Participant under an Award pursuant to such procedures as the Administrator may determine consistent with the requirements for compliance with or exemption from the provisions of Code Section 409A; and

(x) to make all other determinations deemed necessary or advisable for administering the Plan.

(c) Effect of Administrator's Decision . The Administrator's decisions, determinations, and interpretations will be final and binding on all Participants and any other holders of Awards.

5. Eligibility .

(a) General Rule . Nonstatutory Stock Options, Restricted Stock, Restricted Stock Units, Stock Appreciation Rights, Performance Units, Performance Shares, and such other cash or stock awards as the Administrator determines may be granted to Service Providers. Incentive Stock Options may be granted only to Employees.

6. Stock Options .

(a) Limitations .

(i) Each Option will be designated in the Award Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. However, notwithstanding such designation, to the extent that the aggregate Fair Market Value of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds $100,000 (U.S.), such Options will be treated as Nonstatutory Stock Options. For purposes of this Section 6(a), Incentive Stock Options will be taken into account in the order in which they were granted. The Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted.

(ii) Subject to the limits set forth in Section 3, the Administrator will have complete discretion to determine the number of Shares subject to an Option granted to any Participant.

(b) Term of Option . The Administrator will determine the term of each Option in its sole discretion; provided, however, that the term will be no more than ten (10) years from the date of grant thereof in the case of Incentive Stock Options Moreover, in the case of an Incentive Stock Option granted to a Participant who, at the time the Incentive Stock Option is granted, owns stock representing more than 10% of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary, the term of the Incentive Stock Option will be five (5) years from the date of grant or such shorter term as may be provided in the Award Agreement.

(c) Option Exercise Price and Consideration .

(i) Exercise Price . The per share exercise price for the Shares to be issued pursuant to exercise of an Option will be determined by the Administrator, but will be no less than 100% of the Fair Market Value per Share on the date of grant. In addition, in the case of an Incentive Stock Option granted to an Employee who, at the time the Incentive Stock Option is granted, owns stock representing more than 10% of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the per Share exercise price will be no less than 110% of the Fair Market Value per Share on the date of grant. Notwithstanding the foregoing provisions of this Section 6(c), Options may be granted with a per Share exercise price of less than 100% of the Fair Market Value per Share on the date of grant pursuant to the issuance or assumption of an Option in a transaction to which Section 424(a) of the Code applies in a manner consistent with said Section 424(a).

(ii) Waiting Period and Exercise Dates . At the time an Option is granted, the Administrator will fix the period within which the Option may be exercised and will determine any conditions that must be satisfied before the Option may be exercised.

(iii) Form of Consideration . The Administrator will determine the acceptable form(s) of consideration for exercising an Option, including the method of payment, to the extent permitted by Applicable Laws.

(d) Exercise of Option .

(i) Procedure for Exercise; Rights as a Stockholder . Any Option granted hereunder will be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share.

An Option will be deemed exercised when the Company receives: (i) notice of exercise (in such form as the Administrator specifies from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised (together with any applicable withholding taxes). No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 14 hereof.

(ii) Termination of Relationship as a Service Provider . If a Participant ceases to be a Service Provider, other than upon the Participant's termination as the result of the Participant's death or Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for three (3) months following the Participant's termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified by Award Agreement or by operation of this Section 6(d)(3), the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iii) Disability of Participant . If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent the Option is vested on the date of cessation (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for six (6) months following the date the Participant ceases to be a Service Provider. Unless otherwise provided by the Administrator, if on the date of cessation the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after cessation the Participant does not exercise his or her Option within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iv) Death of Participant . If a Participant dies while a Service Provider, the Option may be exercised within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of death (but in no event may the option be exercised later than the expiration of the term of such Option as set forth in the Award Agreement), by the Participant's beneficiary, provided such beneficiary has been designated prior to Participant's death in a form acceptable to the Administrator. If no such beneficiary has been designated by the Participant, then such Option may be exercised by the personal representative of the Participant's estate or by the person(s) to whom the Option is transferred pursuant to the Participant's will or in accordance with the laws of descent and distribution. In the absence of a specified time in the Award Agreement, the Option will remain exercisable for six (6) months following Participant's death. Unless otherwise provided by the Administrator, if at the time of death Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will continue to vest in accordance with the Award Agreement. If the Option is not so exercised within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

7. Stock Appreciation Rights .

(a) Grant of Stock Appreciation Rights . Subject to the terms and conditions of the Plan, a Stock Appreciation Right may be granted to Service Providers at any time and from time to time as will be determined by the Administrator, in its sole discretion.

(b) Number of Shares . The Administrator will have complete discretion to determine the number of Stock Appreciation Rights granted to any Participant.

(c) Exercise Price and Other Terms . The Administrator, subject to the provisions of the Plan, will have complete discretion to determine the terms and conditions of Stock Appreciation Rights granted under the Plan; provided, however, that the exercise price will be not less than 100% of the Fair Market Value of a Share on the date of grant.

(d) Stock Appreciation Rights Agreement . Each Stock Appreciation Right grant will be evidenced by an Award Agreement that will specify the exercise price, the number of Shares with respect to which the Award is granted, the term of the Stock Appreciation Right, the conditions of exercise, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(e) Expiration of Stock Appreciation Rights . A Stock Appreciation Right granted under the Plan will expire upon the date determined by the Administrator, in its sole discretion, and set forth in the Award Agreement; provided, however, that the term will be no more than ten (10) years from the date of grant thereof. Notwithstanding the foregoing, the rules of Section 6(d) above also will apply to Stock Appreciation Rights.

(f) Payment of Stock Appreciation Right Amount . Upon exercise of a Stock Appreciation Right, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying:

(i) The difference between the Fair Market Value of a Share on the date of exercise over the "stock appreciation right exercise price," as defined under Treasury Regulation Section 1.409A-1(b)(i)(B)(2), i.e ., the Fair Market Value of a Share on the date of grant of the Stock Appreciation Right; times

(ii) The number of Shares with respect to which the Stock Appreciation Right is exercised.

At the discretion of the Administrator, the payment upon Stock Appreciation Right exercise may be in cash, in Shares of equivalent value, or in some combination thereof.

8. Restricted Stock .

(a) Grant of Restricted Stock . Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Shares of Restricted Stock to Service Providers in such amounts as the Administrator, in its sole discretion, will determine.

(b) Restricted Stock Agreement . Each Award of Restricted Stock will be evidenced by an Award Agreement that will specify the Period of Restriction, the number of Shares granted, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(c) Transferability . Except as provided in this Section 8, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until such Shares become non-forfeitable at the end of the applicable Period of Restriction.

(d) Other Restrictions . The Administrator, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may deem advisable or appropriate.

(e) Removal of Restrictions . Except as otherwise provided in this Section 8, Shares of Restricted Stock covered by each Restricted Stock grant made under the Plan will be released from escrow as soon as practicable after the last day of the Period of Restriction. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.

(f) Voting Rights . During the Period of Restriction, Service Providers holding Shares of Restricted Stock granted hereunder may exercise full voting rights with respect to those Shares, unless the Administrator determines otherwise in a manner not prohibited by the Award Agreement.

(g) Dividends and Other Distributions . During the Period of Restriction, Service Providers holding Shares of Restricted Stock will be entitled to receive all dividends and other distributions paid with respect to such Shares unless otherwise provided in the Award Agreement. If any such dividends or distributions are paid in Shares, the Shares will be subject to the same restrictions on transferability and provisions for forfeiture as the Shares of Restricted Stock with respect to which they were paid.

(h) Return of Restricted Stock to Company . On the date set forth in the Award Agreement, the Restricted Stock for which restrictions have not lapsed will revert to the Company and again will become available for grant under the Plan.

(i) Section 162(m) Performance Restrictions . For purposes of qualifying grants of Restricted Stock as "performance-based compensation" under Section 162(m) of the Code, the Administrator, in its discretion, may condition the lapse of restrictions based upon the achievement of Performance Goals. The Performance Goals will be set by the Administrator on or before the Determination Date. In granting Restricted Stock which is intended to qualify under Section 162(m) of the Code, the Administrator will follow any procedures determined by it from time to time to be necessary or appropriate to ensure qualification of the Award under Section 162(m) of the Code (e.g., in determining the Performance Goals).

9. Restricted Stock Units .

(a) Grant . Restricted Stock Units may be granted at any time and from time to time as determined by the Administrator. Each Restricted Stock Unit grant will be evidenced by an Award Agreement that will specify such other terms and conditions as the Administrator, in its sole discretion, will determine in accordance with the terms and conditions of the Plan, including all terms, conditions, and restrictions related to the grant, the number of Restricted Stock Units and the form of payout, which, subject to Section 9(d) hereof, may be left to the discretion of the Administrator.

(b) Vesting Criteria and Other Terms . The Administrator will set vesting criteria in its discretion, which, depending on the extent to which the criteria are met, will determine the number of Restricted Stock Units that will be paid out to the Participant. After the grant of Restricted Stock Units, the Administrator, in its sole discretion, may reduce or waive any restrictions for such Restricted Stock Units. Each Award of Restricted Stock Units will be evidenced by an Award Agreement that will specify the vesting criteria, and such other terms and conditions as the Administrator, in its sole discretion will determine. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed, subject to the prohibition on acceleration of the timing of distribution of deferred compensation subject to Section 409A of the Code, to the extent applicable to the Award.

(c) Earning Restricted Stock Units. Upon meeting the applicable vesting criteria, the Participant will be entitled to receive a payout as specified in the Award Agreement.

(d) Form and Timing of Payment. Payment of earned Restricted Stock Units will be made as soon as practicable after the date(s) set forth in the Award Agreement, which shall satisfy the requirements of Section 409A of the Code, to the extent applicable to such Award. The Administrator, in its sole discretion, may pay earned Restricted Stock Units in cash, Shares, or a combination thereof. Shares represented by Restricted Stock Units that are fully paid in cash again will be available for grant under the Plan.

(e) Cancellation. On the date set forth in the Award Agreement, all unearned Restricted Stock Units will be forfeited to the Company.

(f) Section 162(m) Performance Restrictions. For purposes of qualifying grants of Restricted Stock Units as "performance-based compensation" under Section 162(m) of the Code, the Administrator, in its discretion, may set restrictions based upon the achievement of Performance Goals. The Performance Goals will be set by the Administrator on or before the Determination Date. In granting Restricted Stock Units which are intended to qualify under Section 162(m) of the Code, the Administrator will follow any procedures determined by it from time to time to be necessary or appropriate to ensure qualification of the Award under Section 162(m) of the Code (e.g., in determining the Performance Goals).

10. Performance Units and Performance Shares.

(a) Grant of Performance Units/Shares. Performance Units and Performance Shares may be granted to Service Providers at any time and from time to time, as will be determined by the Administrator, in its sole discretion. The Administrator will have complete discretion in determining the number of Performance Units/Shares granted to each Participant.

(b) Value of Performance Units/Shares. Each Performance Unit will have an initial value that is established by the Administrator on or before the date of grant. Each Performance Share will have an initial value equal to the Fair Market Value of a Share on the date of grant.

(c) Performance Objectives and Other Terms. The Administrator will set performance objectives or other vesting provisions. The Administrator may set vesting criteria based upon the achievement of Company-wide, business unit, or individual goals (including, but not limited to, continued employment), or any other basis determined by the Administrator in its discretion. Each Award of Performance Units/Shares will be evidenced by an Award Agreement that will specify the Performance Period, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(d) Earning of Performance Units/Shares. After the applicable Performance Period has ended, the holder of Performance Units/Shares will be entitled to receive a payout of the number of Performance Units/Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding performance objectives or other vesting provisions have been achieved. After the grant of a Performance Unit/Share, the Administrator, in its sole discretion, may reduce or waive any performance objectives or other vesting provisions for such Performance Unit/Share.

(e) Form and Timing of Payment of Performance Units/Shares. Payment of earned Performance Units/Shares will be made as soon as practicable after the expiration of the applicable Performance Period or, if earlier, after the date on which a Participant's interest in such Performance Units/Shares is no longer subject to a substantial risk of forfeiture, provided however, that in no event shall such payment be made after the later to occur of (i) December 31 of the year in which such risk of forfeiture lapses or (ii) two and one-half months after such risk of forfeiture lapses. The Administrator, in its sole discretion, may pay earned Performance Units/Shares in the form of cash, in Shares (which have an aggregate Fair Market Value equal to the value of the earned Performance Units/Shares at the close of the applicable Performance Period) or in a combination thereof.

(f) Cancellation of Performance Units/Shares. On the date set forth in the Award Agreement, all unearned or unvested Performance Units/Shares will be forfeited to the Company, and again will be available for grant under the Plan.

(g) Section 162(m) Performance Restrictions. For purposes of qualifying grants of Performance Units/Shares as "performance-based compensation" under Section 162(m) of the Code, the Administrator, in its discretion, may set restrictions based upon the achievement of Performance Goals. The Performance Goals will be set by the Administrator on or before the Determination Date. In granting Performance Units/Shares which are intended to qualify under Section 162(m) of the Code, the Administrator will follow any procedures determined by it from time to time to be necessary or appropriate to ensure qualification of the Award under Section 162(m) of the Code (e.g., in determining the Performance Goals).

11. Performance-Based Compensation Under Code Section 162(m).

(a) General. If the Administrator, in its discretion, decides to grant an Award intended to qualify as "performance-based compensation" under Code Section 162(m), the provisions of this Section 11 will control over any contrary provision in the Plan; provided, however, that the Administrator may in its discretion grant Awards that are not intended to qualify as "performance-based compensation" under Section 162(m) of the Code to such Participants that are based on Performance Goals or other specific criteria or goals but that do not satisfy the requirements of this Section 11.

(b) Performance Goals. The granting and/or vesting of Awards of Restricted Stock, Restricted Stock Units, Performance Shares and Performance Units and other incentives under the Plan may be made subject to the attainment of performance goals relating to one or more business criteria within the meaning of Code Section 162(m) and may provide for a targeted level or levels of achievement (" Performance Goals ") including (i) earnings per Share, (ii) operating cash flow, (iii) operating income, (iv) profit after-tax, (v) profit before-tax, (vi) return on assets, (vii) return on equity, (viii) return on sales, (ix) revenue, and (x) total shareholder return. Any Performance Goals may be used to measure the performance of the Company as a whole or a business unit of the Company and may be measured relative to a peer group or index. The Performance Goals may differ from Participant to Participant and from Award to Award. Prior to the Determination Date, the Administrator will determine whether any significant element(s) will be included in or excluded from the calculation of any Performance Goal with respect to any Participant.

(c) Procedures. To the extent necessary to comply with the performance-based compensation provisions of Code Section 162(m), with respect to any Award granted subject to Performance Goals, within the first twenty-five percent (25%) of the Performance Period, but in no event more than ninety (90) days following the commencement of any Performance Period (or such other time as may be required or permitted by Code Section 162(m)), the Administrator will, in writing, (i) designate one or more Participants to whom an Award will be made, (ii) select the Performance Goals applicable to the Performance Period, (iii) establish the amounts of such Awards, as applicable, which may be earned for such Performance Period, and (iv) specify the relationship between Performance Goals and the amounts of such Awards, as applicable, to be earned by each Participant for such Performance Period. Following the completion of each Performance Period but in no event later than December 31 of the year in which such Performance Period ends or, if later, the date that is two and one-half months after the end of such Performance Period, the Administrator will certify in writing whether the applicable Performance Goals have been achieved for such Performance Period and pay any amount to which a Participant is entitled under an Award with respect to such Performance Period. In determining the amounts earned by a Participant, the Administrator will have the right to reduce or eliminate (but not to increase) the amount payable at a given level of performance to take into account additional factors that the Administrator may deem relevant to the assessment of individual or corporate performance for the Performance Period. A Participant will be eligible to receive payment pursuant to an Award for a Performance Period only if the Performance Goals for such period are achieved.

(d) Additional Limitations. Notwithstanding any other provision of the Plan, any Award which is granted to a Participant and is intended to constitute qualified performance based compensation under Code Section 162(m) will be subject to any additional limitations set forth in the Code (including any amendment to Section 162(m)) or any regulations and ruling issued thereunder that are requirements for qualification as qualified performance-based compensation as described in Section 162(m) of the Code, and the Plan will be deemed amended to the extent necessary to conform to such requirements.

12. Leaves of Absence. Unless the Administrator provides otherwise, vesting of Awards granted hereunder will be suspended during any unpaid leave of absence. A Service Provider will not cease to be an Employee in the case of (i) any leave of absence approved by the Company, or (ii) transfers between locations of the Company or between the Company, its Parent, or any Subsidiary. For purposes of Incentive Stock Options, no such leave may exceed three (3) months, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then six (6) months and one day following the commencement of such leave any Incentive Stock Option held by the Participant will cease to be treated as an Incentive Stock Option and will be treated for tax purposes as a Nonstatutory Stock Option.

13. Transferability of Awards. Unless determined otherwise by the Administrator, an Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Participant, only by the Participant. If the Administrator makes an Award transferable, such Award may only be transferred (i) by will, (ii) by the laws of descent and distribution, (iii) to a revocable trust, or (iv) as permitted by Rule 701 of the Securities Act of 1933, as amended.

14. Adjustments; Dissolution or Liquidation; Merger or Change in Control.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will adjust the number and class of Shares that may be delivered under the Plan and/or the number, class, and price of Shares covered by each outstanding Award, and the numerical Share limits set forth in Sections 3, 6, 7, 8, 9 and 10 hereof.

(b) Dissolution or Liquidation . In the event of the proposed dissolution or liquidation of the Company, the Administrator will notify each Participant as soon as practicable prior to the effective date of such proposed transaction. To the extent it has not been previously exercised, an Award will terminate immediately prior to the consummation of such proposed action.

(c) Change in Control . In the event of a merger or Change in Control, each outstanding Award will be treated as the Administrator determines, including, without limitation, that each Award will be assumed or an equivalent option or right substituted by the successor corporation or a Parent or Subsidiary of the successor corporation (the " Successor Corporation "). The Administrator will not be required to treat all Awards similarly in the transaction.

In the event that the Successor Corporation does not assume or substitute for the Award, the Participant will fully vest in and have the right to exercise all of his or her outstanding Options and Stock Appreciation Rights, including Shares as to which such Awards would not otherwise be vested or exercisable, all restrictions on Restricted Stock will lapse, and, with respect to Restricted Stock Units, Performance Shares and Performance Units, all Performance Goals or other vesting criteria will be deemed achieved at target levels and all other terms and conditions met. In addition, if an Option or Stock Appreciation Right is not assumed or substituted for in the event of a Change in Control, the Administrator will notify the Participant in writing or electronically that the Option or Stock Appreciation Right will be fully vested and exercisable for a period of time determined by the Administrator in its sole discretion, and the Option or Stock Appreciation Right will terminate upon the expiration of such period.

For the purposes of this subsection (c), an Award will be considered assumed if, following the Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the Change in Control, the consideration (whether stock, cash, or other securities or property) or, in the case of a Stock Appreciation Right upon the exercise of which the Administrator determines to settle in cash or a Performance Share or Performance Unit which the Administrator can determine to settle in cash, the fair market value of the consideration received in the merger or Change in Control by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the Change in Control is not solely common stock of the Successor Corporation, the Administrator may, with the consent of the Successor Corporation, provide for the consideration to be received upon the exercise of an Option or Stock Appreciation Right or upon the payout of a Performance Share or Performance Unit, for each Share subject to such Award (or in the case of Performance Units, the number of implied shares determined by dividing the value of the Performance Units by the per share consideration received by holders of Common Stock in the Change in Control), to be solely common stock of the Successor Corporation equal in fair market value to the per share consideration received by holders of Common Stock in the Change in Control.

Notwithstanding anything in this Section 14(c) to the contrary, an Award that vests, is earned or paid-out upon the satisfaction of one or more Performance Goals will not be considered assumed if the Company or its successor modifies any of such Performance Goals without the Participant's consent; provided, however, a modification to such Performance Goals only to reflect the Successor Corporation's post-Change in Control corporate structure will not be deemed to invalidate an otherwise valid Award assumption.

15. Tax Withholding

(a) Withholding Requirements . Prior to the delivery of any Shares or cash pursuant to an Award (or exercise thereof), the Company will have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, local, foreign or other taxes (including the Participant's FICA obligation) required to be withheld with respect to such Award (or exercise thereof).

(b) Withholding Arrangements . The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit a Participant to satisfy such tax withholding obligation, in whole or in part by (without limitation) (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable cash or Shares having a Fair Market Value equal to the minimum amount required to be withheld, (iii) delivering to the Company already-owned Shares having a Fair Market Value equal to the amount required to be withheld, or (iv) selling a sufficient number of Shares otherwise deliverable to the Participant through such means as the Administrator may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. The amount of the withholding requirement will be deemed to include any amount which the Administrator agrees may be withheld at the time the election is made, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Participant with respect to the Award on the date that the amount of tax to be withheld is to be determined. The Fair Market Value of the Shares to be withheld or delivered will be determined as of the date that the taxes are required to be withheld.

16. No Effect on Employment or Service . Neither the Plan nor any Award will confer upon a Participant any right with respect to continuing the Participant's relationship as a Service Provider with the Company, nor will they interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, with or without cause, to the extent permitted by Applicable Laws.

17. Date of Grant . The date of grant of an Award will be, for all purposes, the date on which the Administrator makes the determination granting such Award, or such other later date as is determined by the Administrator. Notice of the determination will be provided to each Participant within a reasonable time after the date of such grant.

18. Term of Plan . Subject to Section 22 hereof, the Plan will become effective upon its adoption by the Board (the " Effective Date "). It will continue in effect for a term of ten (10) years unless terminated earlier under Section 19 hereof; provided, however, that such expiration shall not affect Awards then outstanding, and the terms and conditions of this Plan shall continue to apply to such Awards.

19. Amendment and Termination of the Plan .

(a) Amendment and Termination . The Administrator may at any time amend, alter, suspend or terminate the Plan.

(b) Stockholder Approval . The Company will obtain stockholder approval of the Plan and any Plan amendment to the extent necessary or desirable to comply with Applicable Laws.

(c) Effect of Amendment or Termination . No amendment, alteration, suspension, or termination of the Plan will impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

20. Conditions Upon Issuance of Shares .

(a) Legal Compliance . Shares will not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares will comply with Applicable Laws and will be further subject to the approval of counsel for the Company with respect to such compliance.

(b) Investment Representations . As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

(c) Restrictive Legends . All Award Agreements and all securities of the Company issued pursuant thereto shall bear such legends regarding restrictions on transfer and such other legends as the appropriate officer of the Company shall determine to be necessary or advisable to comply with applicable securities and other laws.

21. Inability to Obtain Authority . The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority will not have been obtained.

22. Stockholder Approval . The Plan will be subject to approval by the stockholders of the Company within twelve (12) months after the date the Plan is adopted by the Board. Such stockholder approval will be obtained in the manner and to the degree required under Applicable Laws, including without limitation Section 422 of the Code. In the event that stockholder approval is not obtained within twelve (12) months after the date the Plan is adopted by the Board, all Incentive Stock Options granted hereunder shall be void *ab initio* and of no effect. Notwithstanding any other provisions of the Plan, no Awards shall be exercisable until the date of such stockholder approval.

23. Notification of Election Under Section 83(b) of the Code . If any Service Provider shall, in connection with the acquisition of Shares under the Plan, make the election permitted under Section 83(b) of the Code, such Service Provider shall notify the Company of such election within ten (10) days of filing notice of the election with the Internal Revenue Service and provide the Company with a copy thereof, in addition to any filing and a notification required pursuant to regulations issued under the authority of Section 83(b) of the Code. A Service Provider shall not be permitted to make a Section 83(b) election with respect to an Award of a Restricted Stock Unit.

24. Notification Upon Disqualifying Disposition Under Section 421(b) of the Code . Each Service Provider shall notify the Company of any disposition of Shares issued pursuant to the exercise of an Incentive Stock Option under the circumstances described in Section 421(b) of the Code (relating to certain disqualifying dispositions), within ten (10) days of such disposition.

25. 409A Timing Rule for Specified Employees . If at the time of a Service Provider's separation from service, such individual is considered a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, and if any payment that such Service Provider becomes entitled to under the Plan or any Award is deemed payable on account of such individual's separation from service, then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the individual's separation from service, or (ii) the individual's death.

26. Governing Law . The law of the State of Nevada shall govern all questions concerning the construction, validity and interpretation of this Plan, without regard to such state's conflict of laws rules, subject to the Company's intention that the Plan satisfy the requirements of jurisdictions outside of the United States of America with respect to Awards subject to such jurisdictions.

[*Remainder of the page intentionally left blank*]

Approved by the Board on August 14, 2016 and adjusted for the 2-for-1 forward split in the form of a dividend which was completed in September 2016.

Exhibit 10.24

STOCK OPTION AGREEMENT

LOTON, CORP.

THIS STOCK OPTION AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 201__ (the "Date of Grant")

BETWEEN: **LOTON, CORP.** , a company incorporated pursuant to the laws of the State of Nevada (the "Company"),

AND: **[_____],** of _____ (the "Optionee").

WHEREAS:

A. The Board of Directors of the Company (the "Board") has approved and adopted the Loton, Corp. 2016 Equity Incentive Plan (the "2016 Plan"), pursuant to which the Board is authorized to grant to employees and other selected service providers and persons, including members of the Board, stock options to purchase common shares of the Company (the "Common Stock");

B. The 2016 Plan provides for the granting of stock options that either (i) are intended to qualify as "Incentive Stock Options" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) do not satisfy the requirements for qualification under Section 422 of the Code ("Nonstatutory Stock Options"); and

C. The Board has authorized the grant to Optionee of options to purchase a total of **[_____] ([____])** shares of Common Stock (the "Options"), which Options are intended to be (select one):

☐ Incentive Stock Options;

☒ Nonstatutory Stock Options

NOW THEREFORE, the Company agrees to offer to the Optionee the option to purchase, upon the terms and conditions set forth herein and in the Plan, [_____] **(** [____] **)** shares of Common Stock. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the 2016 Plan.

1. Exercise Price. The exercise price of the options shall be **US$** [_____] per share.

2. Limitation on the Number of Shares. If the Options granted hereby are Incentive Stock Options, the number of shares which may be acquired upon exercise thereof is subject to the limitations set forth in Section 6(a) of the 2016 Plan.

3. Vesting Schedule. The Options shall vest in accordance with Exhibit A attached hereto.

4. Options not Transferable. Subject to Section 13 of the 2016 Plan, the Options may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner (whether by operation of law or otherwise) other than by will or by the laws of descent or distribution or, in the case of a Nonstatutory Stock Option, pursuant to a qualified domestic relations order, and shall not be subject to execution, attachment or similar process; *provided, however* , that if the Options represent a Nonstatutory Stock Option, such Option is transferable without payment of consideration to immediate family members of the Optionee or to trusts or partnerships established exclusively for the benefit of the Optionee and Optionee's immediate family members. Upon any attempt to transfer, pledge, hypothecate or otherwise dispose of any Option or of any right or privilege conferred by the 2016 Plan contrary to the provisions thereof, or upon the sale, levy or attachment or similar process upon the rights and privileges conferred by the 2016 Plan, such Option shall thereupon terminate and become null and void.

5. Investment Intent. By accepting the Options, the Optionee represents and agrees that none of the shares of Common Stock purchased upon exercise of the Options will be distributed in violation of applicable federal and state laws and regulations. In addition, the Company may require, as a condition of exercising the Options, that the Optionee execute an undertaking, in such a form as the Company shall reasonably specify, that the Stock is being purchased only for investment and without any then-present intention to sell or distribute such shares.

6. Termination of Employment and Options. Vested Options shall terminate, to the extent not previously exercised, upon the occurrence of the first of the following events:

(a) Expiration. [_____] ([____]) years from the Date of Grant.

(b) Termination for Cause. The date of the first discovery by the Company of any reason for the termination of an Optionee's employment or contractual relationship with the Company or any related company for cause (as determined in the sole discretion of the Administrator (as defined in the 2016 Plan)), and, if an Optionee's employment is suspended pending any investigation by the Company as to whether the Optionee's employment should be terminated for cause, the Optionee's rights under this Agreement and the 2016 Plan shall likewise be suspended during the period of any such investigation.

(c) Termination Due to Death or Disability. Subject to Section 6(d)(iii) of the 2016 Plan, the expiration of six (6) months from the date of the death of the Optionee or cessation of an Optionee's employment or contractual relationship by reason of Disability (within the meaning of Section 22(e) of the Code) (but in no event later than the expiration of the term of such Option as set forth in this Agreement). Subject to Section 6(d)(iv) of the 2016 Plan, if an Optionee's employment or contractual relationship is terminated by death, any Option held by the Optionee shall be exercisable only by the person or persons to whom such Optionee's rights under such Option shall pass by the Optionee's will or by the laws of descent and distribution.

(d) Termination For Any Other Reason. If the Optionee's employment or contractual relationship terminates for reasons other than those described in the preceding Sections 6(b) or 6(c), then the Option shall terminate, to the extent not previously exercised, in accordance with Section 6(a).

Each unvested Option granted pursuant hereto shall terminate immediately upon termination of the Optionee's employment or contractual relationship with the Company for any reason whatsoever, including Disability unless vesting is accelerated in accordance with the 2016 Plan.

7. Stock. In the case of any stock split, stock dividend or like change in the nature of shares of Stock covered by this Agreement, the number of shares and exercise price shall be proportionately adjusted as set forth in Section 14(a) of the 2016 Plan.

8. Exercise of Option. Options shall be exercisable, in full or in part, at any time after vesting, until termination; *provided, however,* that any Optionee who is subject to the reporting and liability provisions of Section 16 of the Securities Exchange Act of 1934, as amended, with respect to the Common Stock shall be precluded from selling or transferring any Common Stock or other security underlying an Option during the six (6) months immediately following the grant of that Option. If less than all of the shares included in the vested portion of any Option are purchased, the remainder may be purchased at any subsequent time prior to the expiration of the Option term. Only whole shares may be issued pursuant to an Option, and to the extent that an Option covers less than one (1) share, it is unexercisable.

Each exercise of the Option shall be by means of delivery of a notice of election to exercise (which may be in the form attached hereto as Exhibit B) to the Chief Financial Officer of the Company at its principal executive office, specifying the number of shares of Common Stock to be purchased and accompanied by payment in cash by certified check or cashier's check in the amount of the full exercise price for the Common Stock to be purchased. In addition to payment in cash by certified check or cashier's check, an Optionee or transferee of an Option may pay for all or any portion of the aggregate exercise price by complying with one or more of the following alternatives:

(a) by delivering to the Company shares of Common Stock previously held by such person, duly endorsed for transfer to the Company, or by the Company withholding shares of Common Stock otherwise deliverable pursuant to exercise of the Option, which shares of Common Stock received or withheld shall have a fair market value at the date of exercise (as determined by the Administrator) equal to the aggregate purchase price to be paid by the Optionee upon such exercise; or

(b) by complying with any other payment mechanism approved by the Administrator at the time of exercise.

It is a condition precedent to the issuance of shares of Common Stock that the Optionee execute and/or deliver to the Company all documents and withholding taxes required in accordance with Section 15 of the 2016 Plan.

9. Holding period for Incentive Stock Options. In order to obtain the tax treatment provided for Incentive Stock Options by Section 422 of the Code, the shares of Common Stock received upon exercising any Incentive Stock Options received pursuant to this Agreement must be sold, if at all, after a date which is later of two (2) years from the date of this Agreement is entered into or one (1) year from the date upon which the Options are exercised. The Optionee agrees to report sales of shares prior to the above determined date to the Company within one (1) business day after such sale is concluded. The Optionee also agrees to pay to the Company, within five (5) business days after such sale is concluded, the amount necessary for the Company to satisfy its withholding requirement required by the Code. Nothing in this Section 9 is intended as a representation that Common Stock may be sold without registration under state and federal securities laws or an exemption therefrom or that such registration or exemption will be available at any specified time.

10. Resale restrictions may apply. Any resale of the shares of Common Stock received upon exercising any Options will be subject to resale restrictions contained in the securities legislation applicable to the Optionee. The Optionee acknowledges and agrees that the Optionee is solely responsible (and the Company is not in any way responsible) for compliance with applicable resale restrictions.

11. Subject to 2016 Plan. The terms of the Options are subject to the provisions of the 2016 Plan, as the same may from time to time be amended, and any inconsistencies between this Agreement and the 2016 Plan, as the same may be from time to time amended, shall be governed by the provisions of the 2016 Plan, a copy of which has been delivered to the Optionee, and which is available for inspection at the principal offices of the Company.

12. Professional Advice. The acceptance of the Options and the sale of Common Stock issued pursuant to the exercise of Options may have consequences under federal and state tax and securities laws which may vary depending upon the individual circumstances of the Optionee. Accordingly, the Optionee acknowledges that he or she has been advised to consult his or her personal legal and tax advisor in connection with this Agreement and his or her dealings with respect to Options. Without limiting other matters to be considered with the assistance of the Optionee's professional advisors, the Optionee should consider: (a) whether upon the exercise of Options, the Optionee will file an election with the Internal Revenue Service pursuant to Section 83(b) of the Code and the implications of alternative minimum tax pursuant to the Code; (b) the merits and risks of an investment in the underlying shares of Common Stock; and (c) any resale restrictions that might apply under applicable securities laws.

13. No Employment Commitment. The grant of the Options shall in no way constitute any form of agreement or understanding binding on the Company or any Related Company, express or implied, that the Company or any Related Company will employ or contract with the Optionee, for any length of time, nor shall it interfere in any way with the Company's or, where applicable, a Related Company's right to terminate Optionee's employment at any time, which right is hereby reserved.

14. Entire Agreement. This Agreement is the only agreement between the Optionee and the Company with respect to the Options, and this Agreement and the 2016 Plan supersede all prior and contemporaneous oral and written statements and representations and contain the entire agreement between the parties with respect to the Options.

15. Notices. Any notice required or permitted to be made or given hereunder shall be mailed or delivered personally to the addresses set forth below, or as changed from time to time by written notice to the other:

The Company:	Loton, Corp. 269 South Beverly Drive Beverly Hills, California 90212 Attention: Chief Executive Officer
With a copy to:	Foley Shechter, LLP 129 W. 29 th Street, 5 th Floor New York, New York 10001 Attention: Jonathan Shechter, Esq.
The Optionee:	[name] [address]

LOTON, CORP.

Per: _____
Authorized Signatory

_____
(Name of Optionee - Please type or print)

_____
(Signature and, if applicable, Office)

EXHIBIT A

TERMS OF THE OPTION

Name of the Optionee:		[_____]
Date of Grant:		[_____]
Designation:		Nonstatutory Stock Options
1.	Number of Options granted:	[_____] shares
2.	Purchase Price:	$[___] per share
3.	Vesting Dates:	[_____]
4.	Expiration Date:	[_____]

EXHIBIT B

To: Loton, Corp.
269 South Beverly Drive
Beverly Hills, California 90212
Attention: Chief Executive Officer

Notice of Election to Exercise

This Notice of Election to Exercise shall constitute proper notice under the Loton, Corp.'s (the " Company ") 2016 Equity Incentive Plan (the " 2016 Plan ") pursuant to Section 8 of that certain Stock Option Agreement (the " Agreement ") dated as of the [___] day of [_____], 201__, between the Company and the undersigned.

The undersigned hereby elects to exercise Optionee's option to purchase _____ shares of the common stock of the Company at a price of US$[__] per share, for aggregate consideration of US$_____, on the terms and conditions set forth in the Agreement and the 2016 Plan. Such aggregate consideration, in the form specified in Section 8 of the Agreement, accompanies this notice.

The Optionee hereby directs the Company to issue, register and deliver the certificates representing the shares as follows:

Optionee Information:	Delivery Instructions:
Name to appear on certificates	Name
Address	Address
	Telephone Number

DATED at _____, the _____ day of _____, 201__.

_____
(Name of Optionee - Please type or print)

_____
(Signature and, if applicable, Office)

_____
(Address of Optionee)

_____
(City, State, and Zip Code of Optionee)

Exhibit 10.25

STOCK OPTION AGREEMENT

LOTON, CORP.

THIS STOCK OPTION AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 201__ (the "Date of Grant")

BETWEEN: **LOTON, CORP.** , a company incorporated pursuant to the laws of the State of Nevada (the "Company"),

AND: [**_____],** of _____ (the "Optionee").

WHEREAS:

A. The Board of Directors of the Company (the "Board") has approved and adopted the Loton, Corp. 2016 Equity Incentive Plan (the "2016 Plan"), pursuant to which the Board is authorized to grant to employees and other selected service providers and persons, including members of the Board, stock options to purchase common shares of the Company (the "Common Stock");

B. The 2016 Plan provides for the granting of stock options that either (i) are intended to qualify as "Incentive Stock Options" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) do not satisfy the requirements for qualification under Section 422 of the Code ("Nonstatutory Stock Options"); and

C. The Board has authorized the grant to Optionee of options to purchase a total of **[_____] ([____])** shares of Common Stock (the "Options"), which Options are intended to be (select one):

- ☐ Incentive Stock Options;
- ☐ Nonstatutory Stock Options

NOW THEREFORE, the Company agrees to offer to the Optionee the option to purchase, upon the terms and conditions set forth herein and in the Plan, [_____] **(** [____] **)** shares of Common Stock. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the 2016 Plan.

1. Exercise Price. The exercise price of the options shall be US **$** [_____] per share.

2. Limitation on the Number of Shares. If the Options granted hereby are Incentive Stock Options, the number of shares which may be acquired upon exercise thereof is subject to the limitations set forth in Section 6(a) of the 2016 Plan.

3. Vesting Schedule. The Options shall vest in accordance with Exhibit A attached hereto, provided however that, in the event that an Optionee is party to a written employment agreement with the Company pursuant to which service-based vesting requirements applicable to Options are excused, in whole or in part, upon the occurrence of a Change in Control (a "Change in Control Vesting Accelerator"), then Exhibit A shall be deemed to incorporate by reference such provisions.

4. Options not Transferable. Subject to Section 13 of the 2016 Plan, the Options may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner (whether by operation of law or otherwise) other than by will or by the laws of descent or distribution or, in the case of a Nonstatutory Stock Option, pursuant to a qualified domestic relations order, and shall not be subject to execution, attachment or similar process; *provided, however* , that if the Options represent a Nonstatutory Stock Option, such Option is transferable without payment of consideration to immediate family members of the Optionee or to trusts or partnerships established exclusively for the benefit of the Optionee and Optionee's immediate family members. Upon any attempt to transfer, pledge, hypothecate or otherwise dispose of any Option or of any right or privilege conferred by the 2016 Plan contrary to the provisions thereof, or upon the sale, levy or attachment or similar process upon the rights and privileges conferred by the 2016 Plan, such Option shall thereupon terminate and become null and void.

5. Investment Intent. By accepting the Options, the Optionee represents and agrees that none of the shares of Common Stock purchased upon exercise of the Options will be distributed in violation of applicable federal and state laws and regulations. In addition, the Company may require, as a condition of exercising the Options, that the Optionee execute an undertaking, in such a form as the Company shall reasonably specify, that the Stock is being purchased only for investment and without any then-present intention to sell or distribute such shares.

6. Termination of Employment and Options. Vested Options shall terminate, to the extent not previously exercised, upon the occurrence of the first of the following events:

(a) Expiration. [_____] ([____]) years from the Date of Grant.

(b) Termination for Cause. The date of the first discovery by the Company of any reason for the termination of an Optionee's employment or contractual relationship with the Company or any related company for cause (as determined in the sole discretion of the Administrator (as defined in the 2016 Plan)), and, if an Optionee's employment is suspended pending any investigation by the Company as to whether the Optionee's employment should be terminated for cause, the Optionee's rights under this Agreement and the 2016 Plan shall likewise be suspended during the period of any such investigation.

(c) Termination Due to Death or Disability. Subject to Section 6(d)(iii) of the 2016 Plan, the expiration of six (6) months from the date of the death of the Optionee or cessation of an Optionee's employment or contractual relationship by reason of Disability (within the meaning of Section 22(e) of the Code) (but in no event later than the expiration of the term of such Option as set forth in this Agreement). Subject to Section 6(d)(iv) of the 2016 Plan, if an Optionee's employment or contractual relationship is terminated by death, any Option held by the Optionee shall be exercisable only by the person or persons to whom such Optionee's rights under such Option shall pass by the Optionee's will or by the laws of descent and distribution.

(d) Termination On or After a Change in Control. If the Optionee's employment or contractual relationship terminates for reasons other than those described in the preceding Sections 6(b) or 6(c) on or after the occurrence of a Change of Control due to an involuntary termination within the meaning of Treasury Regulation Section 1.409A-1(n) (including, without limitation, termination by the Optionee for "good reason" within the meaning of Section 1.409a-1(n)(2)), then the Option shall terminate, to the extent not previously exercised, in accordance with Section 6(a).

(e) Termination for Any Other Reason. Subject to Section 6(d) of the 2016 Plan, the expiration of three (3) months from the date of an Optionee's termination of employment or contractual relationship with the Company or any affiliated company or subsidiary of the Company (a "Related Corporation") for any reason whatsoever other than termination of service for cause, death, Disability, or on or after a Change in Control.

Each unvested Option granted pursuant hereto shall terminate immediately upon termination of the Optionee's employment or contractual relationship with the Company for any reason whatsoever, including Disability unless vesting is accelerated in accordance with the 2016 Plan.

7. Stock. In the case of any stock split, stock dividend or like change in the nature of shares of Stock covered by this Agreement, the number of shares and exercise price shall be proportionately adjusted as set forth in Section 14(a) of the 2016 Plan.

8. Exercise of Option. Options shall be exercisable, in full or in part, at any time after vesting, until termination; *provided, however,* that any Optionee who is subject to the reporting and liability provisions of Section 16 of the Securities Exchange Act of 1934, as amended, with respect to the Common Stock shall be precluded from selling or transferring any Common Stock or other security underlying an Option during the six (6) months immediately following the grant of that Option. If less than all of the shares included in the vested portion of any Option are purchased, the remainder may be purchased at any subsequent time prior to the expiration of the Option term. Only whole shares may be issued pursuant to an Option, and to the extent that an Option covers less than one (1) share, it is unexercisable.

Each exercise of the Option shall be by means of delivery of a notice of election to exercise (which may be in the form attached hereto as Exhibit B) to the Chief Financial Officer of the Company at its principal executive office, specifying the number of shares of Common Stock to be purchased and accompanied by payment in cash by certified check or cashier's check in the amount of the full exercise price for the Common Stock to be purchased. In addition to payment in cash by certified check or cashier's check, an Optionee or transferee of an Option may pay for all or any portion of the aggregate exercise price by complying with one or more of the following alternatives:

(a) by delivering to the Company shares of Common Stock previously held by such person, duly endorsed for transfer to the Company, or by the Company withholding shares of Common Stock otherwise deliverable pursuant to exercise of the Option, which shares of Common Stock received or withheld shall have a fair market value at the date of exercise (as determined by the Administrator) equal to the aggregate purchase price to be paid by the Optionee upon such exercise; or

(b) by complying with any other payment mechanism approved by the Administrator at the time of exercise.

It is a condition precedent to the issuance of shares of Common Stock that the Optionee execute and/or deliver to the Company all documents and withholding taxes required in accordance with Section 15 of the 2016 Plan.

9. Holding period for Incentive Stock Options. In order to obtain the tax treatment provided for Incentive Stock Options by Section 422 of the Code, the shares of Common Stock received upon exercising any Incentive Stock Options received pursuant to this Agreement must be sold, if at all, after a date which is later of two (2) years from the date of this Agreement is entered into or one (1) year from the date upon which the Options are exercised. The Optionee agrees to report sales of shares prior to the above determined date to the Company within one (1) business day after such sale is concluded. The Optionee also agrees to pay to the Company, within five (5) business days after such sale is concluded, the amount necessary for the Company to satisfy its withholding requirement required by the Code. Nothing in this Section 9 is intended as a representation that Common Stock may be sold without registration under state and federal securities laws or an exemption therefrom or that such registration or exemption will be available at any specified time.

10. Resale restrictions may apply. Any resale of the shares of Common Stock received upon exercising any Options will be subject to resale restrictions contained in the securities legislation applicable to the Optionee. The Optionee acknowledges and agrees that the Optionee is solely responsible (and the Company is not in any way responsible) for compliance with applicable resale restrictions.

11. Subject to 2016 Plan. The terms of the Options are subject to the provisions of the 2016 Plan, as the same may from time to time be amended, and any inconsistencies between this Agreement and the 2016 Plan, as the same may be from time to time amended, shall be governed by the provisions of the 2016 Plan, a copy of which has been delivered to the Optionee, and which is available for inspection at the principal offices of the Company.

12. Professional Advice. The acceptance of the Options and the sale of Common Stock issued pursuant to the exercise of Options may have consequences under federal and state tax and securities laws which may vary depending upon the individual circumstances of the Optionee. Accordingly, the Optionee acknowledges that he or she has been advised to consult his or her personal legal and tax advisor in connection with this Agreement and his or her dealings with respect to Options. Without limiting other matters to be considered with the assistance of the Optionee's professional advisors, the Optionee should consider: (a) whether upon the exercise of Options, the Optionee will file an election with the Internal Revenue Service pursuant to Section 83(b) of the Code and the implications of alternative minimum tax pursuant to the Code; (b) the merits and risks of an investment in the underlying shares of Common Stock; and (c) any resale restrictions that might apply under applicable securities laws.

13. No Employment Commitment. The grant of the Options shall in no way constitute any form of agreement or understanding binding on the Company or any Related Company, express or implied, that the Company or any Related Company will employ or contract with the Optionee, for any length of time, nor shall it interfere in any way with the Company's or, where applicable, a Related Company's right to terminate Optionee's employment at any time, which right is hereby reserved.

14. Entire Agreement. This Agreement is the only agreement between the Optionee and the Company with respect to the Options, and this Agreement and the 2016 Plan supersede all prior and contemporaneous oral and written statements and representations and contain the entire agreement between the parties with respect to the Options.

15. Notices. Any notice required or permitted to be made or given hereunder shall be mailed or delivered personally to the addresses set forth below, or as changed from time to time by written notice to the other:

The Company:	Loton, Corp. 269 South Beverly Drive Beverly Hills, California 90212 Attention: Chief Executive Officer
With a copy to:	Foley Shechter, LLP 129 W. 29th Street, 5 th Floor New York, New York 10001 Attention: Jonathan Shechter, Esq.
The Optionee:	[name] [address]

LOTON, CORP.

Per: _____
Authorized Signatory

_____
(Name of Optionee - Please type or print)

_____
(Signature and, if applicable, Office)

EXHIBIT A

TERMS OF THE OPTION

Name of the Optionee:	[_____]
Date of Grant:	[_____]
Designation:	Nonstatutory Stock Options
1. Number of Options granted:	[_____] shares
2. Purchase Price:	$[___] per share
3. Vesting Dates:	[_____]
4. Expiration Date:	[_____]

EXHIBIT B

To: Loton, Corp.
269 South Beverly Drive
Beverly Hills, California 90212
Attention: Chief Executive Officer

Notice of Election to Exercise

This Notice of Election to Exercise shall constitute proper notice under the Loton, Corp.'s (the " Company ") 2016 Equity Incentive Plan (the " 2016 Plan ") pursuant to Section 8 of that certain Stock Option Agreement (the " Agreement ") dated as of the [___] day of [_____], 201__, between the Company and the undersigned.

The undersigned hereby elects to exercise Optionee's option to purchase _____ shares of the common stock of the Company at a price of US$[__] per share, for aggregate consideration of US$_____, on the terms and conditions set forth in the Agreement and the 2016 Plan. Such aggregate consideration, in the form specified in Section 8 of the Agreement, accompanies this notice.

The Optionee hereby directs the Company to issue, register and deliver the certificates representing the shares as follows:

Optionee Information:	Delivery Instructions:
Name to appear on certificates	Name
Address	Address
	Telephone Number

DATED at _____, the _____ day of _____, 201__.

_____
(Name of Optionee - Please type or print)

_____
(Signature and, if applicable, Office)

_____
(Address of Optionee)

_____
(City, State, and Zip Code of Optionee)

Exhibit 10.26

DATED 22 SEPTEMBER 2016

MR ROBERT ELLIN

MR OLIVER BENGOUGH

KOKO (CAMDEN) LIMITED

OBAR CAMDEN LIMITED

OBAR CAMDEN HOLDINGS LIMITED

GLOBAL LOAN AGENCY SERVICES LIMITED

-and-

LOTON CORP.

SETTLEMENT AGREEMENT

Akin Gump LLP
Eighth Floor
Ten Bishops Square
London, E1 6EG
020 7012 9600

THIS AGREEMENT ("Agreement") is made on 22 September 2016

BETWEEN :

(1) **MR ROBERT ELLIN** of c/o 269 South Beverly Drive, Suite #1450, Beverly Hills, CA 90212, USA (" **RE** ")

(2) **MR OLIVER BENGOUGH** of Flat 3, Hans Place, Kensington, London SW1X 0LA (" **OB** ")

(3) **KOKO (CAMDEN) LIMITED** of 5 th Floor, 89 New Bond Street, London W1S 1DA (" **KCL** ")

(4) **OBAR CAMDEN LIMITED** of 191 Stonhouse Street, London SW4 6BB (" **OCL** ")

(5) **OBAR CAMDEN HOLDINGS LIMITED** of 191 Stonhouse Street, London SW4 6BB (" **OCHL** ")

(6) **LOTON CORP.** of 269 South Beverly Drive, Suite #1450, Beverly Hills, CA 90212, USA (" **Loton** ")

(each a " **Party** " and together the " **Parties** ")

and

(7) **GLOBAL LOAN AGENCY SERVICES LIMITED** of 45 Ludgate Hill, London EC4M 7JU (the " **Escrow Agent** "),

WHEREAS

(A) On 20 May 2016, OB issued a petition for relief before the English court under, inter alia, section 994 of the Companies Act 2006 (Claim Number - CR-2016-002756) raising a number of allegations and issues concerning the Parties to this Agreement and pursuant to which OB sought an interim injunction (the " **Petition** ").

(B) Pursuant to a promissory note dated 28 April 2014, OCHL and OCL are jointly liable to Loton for the principal amount of US$494,749 and interest at 8%. This liability is disputed by OB.

(C) The Parties to this Agreement have agreed to the following terms of settlement in relation to all facts, matters and allegations raised by the Petition as set out below and in relation to certain ancillary matters arising from the past business dealings between RE and OB.

These recitals are intended to be binding.

In consideration of the mutual agreements and promises set out below it is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

" **Business Day** " means a day (other than a Saturday or a Sunday) on which banks are open for general business in London.

" **Claims** " means any action, litigation, claim, potential claim, counterclaim, potential counterclaim, right of set-off or potential right of set-off, right of contribution, potential right of contribution, right to indemnity, cause of action, potential cause of action or right or interest of any kind or nature whatsoever, whether civil or criminal or regulatory or any other form of dispute, whether in existence now or coming into existence at some time in the future, whether known or unknown, suspected or unsuspected, however and whenever arising, brought or initiated in any Court or other tribunal of competent jurisdiction, whether or not within the contemplation of the Parties at the time of this Agreement, including claims which as a matter of law did not at the date of this Agreement exist and whose existence cannot currently be foreseen and any claims or rights of action arising from a subsequent change or clarification of the law, which the Parties have or could have against each other arising out of or in connection with the Petition, the Shareholders' Agreement, the operation and management of OCHL or OCL, the Loton Note, OB's directorship of Loton, or any other transaction document entered into in connection with the Shareholders Agreement, the Loton Note or the transactions contemplated thereby;

" **Completion Payment Cut-Off Date** " means the date falling 7 Business Days after the date on which BTG Financial Consulting LLP sends by email its final valuation report in respect of the value of the ordinary shares of OCHL (which report will specify the Completion Payment) to OB, RE and the Escrow Agent;

"Deed of Charge" means the deed of charge over the shares in OCHL entered into between KCL and OB on the date of this Agreement;

"Director's Resignation Letter" has the meaning given to it in the Escrow Agreement;

"Encumbrance" means any mortgage, claim, charge, pledge, lien, lease, hypothecation, guarantee, right of set-off, trust, assignment, right of first refusal, right of pre-emption, option, restriction, order, judgment, defect in title, or other encumbrance or any legal or equitable third party right or interest, including security of any kind or any type of preferential payment (or any like agreement or arrangement creating any of the same or having similar effect).

" **Escrow Account"** has the meaning given to it in the Escrow Agreement;

" **Escrow Agreement"** means the escrow agreement entered into between the Parties and the Escrow Agent on the date of this Agreement;

"Intellectual Property" means: (i) the name KOKO, (ii) KOKO's logo, and (iii) any related branding.

"Intellectual Property Rights" means all intellectual property rights belonging to OCHL and OCL (individually and collectively) including but not limited to any of the following: patents, copyright and related rights, moral rights, trademarks (and service marks), business names and domain names, rights in get-up (and trade dress), goodwill and right to sue for passing off (or unfair competition), rights in designs, rights in computer software database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications for any of the intellectual property rights mentioned above and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

" **KCL NM01** " has the meaning given to it in the Escrow Agreement.

" **KCL Written Resolution** " has the meaning given to it in the Escrow Agreement.

" **Loton Note** " means the promissory note dated 28 April 2014 pursuant which OCHL and OCL became jointly liable to Loton for the principal amount of US$494,749 and interest at 8%;

" **NED Authority Letter** " has the meaning given to it in the Escrow Agreement;

" **NED Director's Resignation Letter** " has the meaning given to it in the Escrow Agreement;

" **OB Related Parties** " means any companies or entities connected, owned or controlled directly or indirectly, legally or beneficially by OB (including Mint Group Holdings Ltd, its subsidiaries, directors, affiliates, employees and shareholders) and any employees, representatives, agents, officers or directors of any companies or entities owned or controlled directly or indirectly, legally or beneficially by OB;

" **OB Shareholding** " means the 48,878 ordinary shares and the 2,750 deferred ordinary shares in OCHL held by OB;

" **OB Share Certificates** " means the share certificates issued by OCHL in connection with the OB Shareholding;

" **OB Stock Transfer Forms** " means the duly executed and irrevocable instrument of transfer in relation to the OB Shareholding, but with the name of the transferee and the date left blank;

" **RE Related Parties** " means any companies or entities connected, owned or controlled directly or indirectly, legally or beneficially by RE and any representatives, agents, officers or directors of any companies or entities owned or controlled directly or indirectly, legally or beneficially by RE;

" **RE Shareholding** " means the 48,878 ordinary shares and the 2,750 deferred ordinary shares in OCHL held by KCL;

" **RE Share Certificates** " means the share certificates issued by OCHL in connection with the RE Shareholding;

"RE Stock Transfer Forms " means the duly executed and irrevocable instrument of transfer in relation to the RE Shareholding, but with the name of the transferee and the date left blank;

"Related Parties" means a Party's parent company, subsidiary company, assignee, transferee, representative, legal representative, principal agent, family member or any officer, director, employee, worker of a Party of any Party's parent company or subsidiary;

" **Respondents** " means OCHL, OCL, RE and Loton;

" **Shareholders Agreement** " means the agreement dated 12 February 2014 between OB, RE, Loton and JJAT Corporation as later varied by the Variation Agreement dated 24 April 2014; and

"Tax" means any tax, levy, impost, duty or other charge, fee, deduction or withholding of a similar nature in any jurisdiction, including national insurance contributions, (including any penalty, surcharge or interest payable in connection with the failure to pay, or delay in paying of these).

1.2 A reference to shares or ordinary shares in this Agreement shall mean all ordinary shares including any deferred ordinary shares.

2. AUTHORITY

2.1 Each Party warrants and represents to the other that it has the right, power and authority to enter into and perform this Settlement Agreement.

2.2 The signatories warrant that they have full authority to enter into this Settlement Agreement and bind the Party they represent.

3. EFFECT OF THIS AGREEMENT

The Parties hereby agree that upon the execution of this Agreement by all of them, the terms of this Agreement shall be immediately, effectively and irrevocably binding upon them.

4. SETTLEMENT OF THE PETITION AND RELEASES

4.1 In consideration of the mutual obligations set out in this Agreement, the Parties hereby agree the following. Forthwith upon execution of this Agreement, OB shall withdraw the Petition with no order as to costs. OB and the Respondents waive any rights they may have to costs or legal fees in connection with the Petition and respectively agree not to seek or enforce any order for costs against each other.

4.2 RE and all RE Related Parties:

(a) agree that no sums are due and owing from OB or any of the OB Related Parties to RE and RE Related Parties;

(b) fully release and forever discharge OB and all of the OB Related Parties from all or any Claims; and

(c) waive any future Claims.

4.3 OB and all OB Related Parties:

(a) fully release and forever discharge RE and each of the RE Related Parties from all or any Claims; and

(b) waive any future Claims.

(Collectively the " **Released Claims** ")

5. TERMS OF SETTLEMENT

5.1 The provisions of clauses 4.2 and 4.3 above and clause 8 below are conditional upon the provisions of this clause 5 being effectively implemented and complied with.

5.2 Upon the date of this Agreement, the following will occur:

(a) OB and RE will forthwith procure that BTG Financial Consulting LLP (" **Begbies Traynor** ") is instructed to carry out an independent expert valuation of the ordinary shares in OCHL on the terms set out in the draft engagement letter appearing at Annex 1 to this Agreement. Begbies Traynor shall be instructed to conduct the independent valuation as speedily as possible consistent with a fair valuation on the following bases and assumptions:

(i) the business of OCHL shall continue as a going concern;

(ii) any sale of the RE Shareholding is to be on arm's length terms between a willing seller and a willing buyer; and

(iii) the RE Shareholding is to be sold free of any Encumbrance.

The costs of the valuation shall be borne by OCL (provided that such cost is not be taken into account in the valuation itself);

(b) OB and RE shall act in good faith in the provision of any information and documentation to, and in any dealings with, Begbies Traynor to enable the valuation to be carried out. Any information and/or documentation that is provided by OB and RE to Begbies Traynor shall be to the best of each Party's knowledge accurate and complete.

(c) OB shall within 5 Business Days credit the sum of £1,272,265 in cleared funds (the " **Escrow Amount** ") to the Escrow Account on the terms set out in the Escrow Agreement;

(d) OB shall provide security to and for the benefit of KCL over the OB Shareholding to secure OB's payment obligations to KCL on the terms set out in the Deed of Charge;

(e) OB shall within 5 Business Days deliver the OB Share Certificates, the OB Stock Transfer Forms, the NED Director's Resignation Letter, the NED Authority Letter and the Director's Resignation Letter to the Escrow Agent on the terms set out in the Escrow Agreement; and

(f) RE shall (or RE shall procure that KCL will) within 5 Business Days deliver the RE Share Certificates, the RE Stock Transfer Forms, the KCL Written Resolution and the KCL NM01 to the Escrow Agent on the terms set out in the Escrow Agreement.

5.3 Although headed 'Without prejudice save as to costs', 'Subject to contract' and 'Confidential', on signature of this Settlement Agreement by all the parties it shall (subject only to the provisions of this Settlement Agreement) become a binding agreement between them in settlement of the Claims .

6. ESCROW ARRANGEMENTS

6.1 The arrangements relating to the escrowing of the Escrow Amount, resignation and authority letters, share certificates and/or stock transfer forms described in paragraph 5.2(c)-(f) will be set out in the Escrow Agreement.

6.2 The Escrow Agent is a party to this Agreement for information purposes only and shall have no obligations under this Agreement.

6.3 The Escrow Amount, resignation and authority letters, share certificates, stock transfer forms which have been credited to the Escrow Account or delivered to the Escrow Agent will be released from escrow in accordance with the terms of the Escrow Agreement.

7. COMPLETION ARRANGEMENTS

7.1 In accordance with the terms of its engagement, Begbies Traynor will be required to send, forthwith upon completion of the independent valuation, its final independent valuation report to OB, RE and the Escrow Agent and in that report notify them of the " **Completion Payment** " which will be an amount equal to (i) 50% of the value of the ordinary shares in OCHL less (ii) £37,000.

7.2 By no later than the Completion Payment Cut-Off Date, OB shall ensure that KCL is in receipt of cleared funds to the value of the Completion Payment, subject to the following:

(a) if the Completion Payment is less than the Escrow Amount (namely £1,272,265), an amount equal to the Completion Payment will be paid to KCL subject to and in accordance with the terms of the Escrow Agreement to an account specified by RE out of the funds standing to the credit of the Escrow Account; or

(b) if the Completion Payment is equal to or more than the Escrow Amount, the full amount then standing to the credit of the Escrow Account will be paid to KCL subject to and in accordance with the terms of the Escrow Agreement, and OB shall (also within the same 7 Business Days' period) pay an amount equal to the difference between the Completion Payment and the Escrow Amount to the Escrow Account with such sum then to be paid by the Escrow Agent to an account specified by RE,

such that in either case KCL has received the Completion Payment in full by the Completion Payment Cut-Off Date.

8. DISCHARGE OF THE LOTON NOTE

8.1 Loton confirms and acknowledges that in consideration for the abandonment by OB of any claim to costs in relation to the Petition as provided in clause 8.2 below, Loton shall treat any rights to payment by OB, OCL and OCHL under the Loton Note as having been fully discharged and satisfied.

8.2 OB confirms and acknowledges that in consideration for (a) the discharge of the Loton Note provided for in clause 8.1 above; and (b) the deduction of £37,000 as described in clause 7.1 above, he will abandon all and any claim for costs incurred in relation to the Petition.

9. AGREEMENT NOT TO SUE

9.1 Each Party agrees, on behalf of itself and on behalf of its Related Parties not to sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against the other Party or its Related Parties in any action, suit or other proceedings concerning the Released Claims, in this jurisdiction or any other.

9.2 Clauses 3 and 9.1 shall not apply to, and the Released Claims shall not include, any claims in respect of any breach of this Agreement.

10. COSTS

Each Party shall bear its own costs incurred in connection with this Agreement.

11. WARRANTIES AND AUTHORITY

11.1 Each Party warrants and represents that it has not sold, transferred, assigned or otherwise disposed of its interests in the Released Claims.

11.2 Each Party warrants and represents to the other that it or he has full authority to execute, deliver and perform this Agreement and that each respective signatory has taken all necessary steps to obtain authorization to sign this Agreement on behalf of that Party.

11.3 KCL and RE each warrants and represents that the shares comprising the RE Shareholding are sold with full title guarantee free from all Encumbrances together with all rights attached thereto.

12. INDEMNITIES

Each Party hereby indemnifies, and shall keep indemnified, the other Party against all costs and damages (including the entire legal expenses of the Parties) incurred in any and all future actions, claims and proceedings in respect of any of the Released Claims which it or its Related Parties or any of them may bring against the other Party or its Related Parties or any of them or arising from any breach of this agreement.

13. NO ADMISSION

This Agreement is entered into as a commercial compromise amongst the Parties and nothing in this Agreement or negotiations leading up to it shall in any way be construed as an admission of liability or wrongdoing by any Party.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 RE or any RE Related Parties will not use for his or their own purpose or benefit or for the benefit of any third party, or disclose or make available in whole or in part to any third party (and shall use all reasonable endeavors to prevent any disclosure of) any Intellectual Property and Intellectual Property Rights.

14.2 RE or any RE Related Parties will take no action whatsoever which could adversely impact upon the protection of the Intellectual Property and/or which could create any Encumbrance in respect of the Intellectual Property.

14.3 OB or any OB Related Parties will not bring or issue any legal proceedings against RE or any RE Related Parties in respect of RE or RE Related Parties' alleged historic use of the Intellectual Property.

14.4 Each of RE and KCL shall procure that no resolution of the shareholders of KCL is proposed or passed to change the name of KCL (other than in accordance with the KCL Written Resolution) until the earlier to occur of:

(a) the Completion Payment Cut-Off Date has passed and the Completion Payment has not been made; and

(b) the date that the Registrar of Companies has issued a Certificate of Incorporation Upon Change of Name changing the name of KCL to "LiveXLive International Limited" following the delivery by OB of the KCL NM01 and the KCL Written Resolution to the Registrar of Companies.

14.5 KCL authorises OB to date the KCL Written Resolution and the KCL NM01 and submit the same to the Registrar of Companies on behalf of KCL.

15. CONFIDENTIALITY

15.1 The terms of this Agreement, and the substance of all negotiations in connection with it, are confidential to the Parties and their advisers, who shall not disclose them to, or otherwise communicate them to, any third party other than:

(a) to the Parties' respective auditors, insurers and lawyers on terms which preserve confidentiality;

(b) pursuant to an order of a court of competent jurisdiction, or pursuant to any proper order or demand made by any competent authority or body where they are under a legal obligation to make such a disclosure;

(c) where required by law or by a regulatory authority; and

(d) as far as necessary to implement and enforce any of the terms of this Agreement.

15.2 The Parties undertake not to directly or indirectly make or publish any statement, release or announcement of any kind or otherwise directly or indirectly release publicly to any third party any information concerning the Released Claims and this Agreement save as required by law.

15.3 The Parties shall not distribute, publicise, comment upon or otherwise convey or disseminate in any way, directly or indirectly (whether orally or in writing, by social media, online or through others acting on their behalf) any material or allegations which relate to or concern any of the Released Claims or any allegations set out in the Claims or the matters referred to in the contents of this Agreement save as required by law.

The Parties are entitled to confirm the fact of, but not the terms of, settlement of this dispute.

16. TAX

Each Party shall be responsible for any Tax arising in connection with its performance of this Agreement.

17. ALTERNATIVE DISPUTE RESOLUTION

17.1 If any claim or dispute arises under or in connection with this Settlement Agreement or any other issue arises between the Parties (or any of them) , the Parties agree to attempt to settle such claim, dispute or issue by negotiation.

17.2 The Parties (and each of them) agree to give the other Party or Parties written notice (copied to their respective solicitors) of any such claim, dispute or issue providing a reasonable explanation of the claim, dispute or issue and the steps required to remedy it.

17.3 If any such claim, dispute or issue cannot be settled by negotiation within *21* days after such written notice the Parties shall, before resorting to court or regulatory proceedings, attempt to resolve the claim, dispute or issue by mediation in England in accordance with the Centre for Dispute Resolution (CEDR) model mediation procedure or otherwise as agreed between the Parties.

18. INVALIDITY

If any or any part of any provision of this Agreement shall be or become illegal, invalid or unenforceable then that provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect and the Parties shall use their respective reasonable endeavors to procure that any such provision is replaced by a provision which is legal, valid and enforceable, and which gives effect to the spirit and intent of this Agreement.

19. AMENDMENTS

No amendments or variations of the terms of this Agreement shall be effective unless it is made or confirmed in a written document signed by the Parties.

20. ENTIRE AGREEMENT

20.1 This Agreement constitutes the entire agreement between the Parties in relation to the settlement of the matters set out herein and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 Each Party agrees that is shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that is shall have no claims (save for those arising in fraud) based on any statement signed in this Agreement.

21. THIRD PARTY RIGHTS

A person or entity who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

22. COUNTERPARTS

22.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

22.2 Transmission of an executed counterpart of this Agreement by e-mail shall take effect as delivery of an executed counterpart of this Agreement. If delivery by email is adopted, without prejudice to the validity of the Agreement thus made, each Party shall provide the other with the original of such counterpart as soon as reasonably practicable after execution.

22.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

23. FURTHER ACTIONS

At any time after the date of this Agreement the Parties shall execute such documents and do any such other acts and things as may be required for the purposes of giving full effect to the provisions of this Agreement.

24. GOVERNING LAW AND JURISDICTION

This Agreement and any non-contractual obligations arising out of or in connection with it or the subject matter of this Agreement shall be governed by and construed in accordance with the law of England and Wales. Subject to clause 17 above, the Parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales as regards any claims, disputes or matters arising out or relating to this Agreement including (without limitation) questions of validity, implementation or effect.

IN WITNESS WHEREOF this Agreement has been entered into on the day and year first above written.

Signatories

MR ROBERT ELLIN

/s/ *Robert Ellin*

KOKO (CAMDEN) LIMITED

By: /s/ *Robert Ellin*

Name: Robert Ellin

Title: Director

LOTON, CORP.

By: /s/ *Robert Ellin*

Name: Robert Ellin

Title: Executive Chairman and President

Signature page to the Settlement Agreement

MR OLIVER BENGOUGH

/s/ *Oliver Bengough*

OBAR CAMDEN LIMITED

By: /s/ *Oliver Bengough*

Name: Oliver Bengough

Title: Director

OBAR CAMDEN HOLDINGS LIMITED

By: /s/ *Oliver Bengough*

Name: Oliver Bengough

Title: Director

GLOBAL LOAN AGENCY SERVICES LIMITED

By: /s/ *Iva Bardhi*

Name: Iva Bardhi

Title: Transaction Manager

Exhibit 31.1

**CERTIFICATION OF CEO PURSUANT TO RULE 13a-14(a) OR 15d-14(a)
OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Robert S. Ellin, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Loton, Corp;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 14, 2016

/s/ Robert S. Ellin
Robert S. Ellin
Executive Chairman and President
(Principal Executive Officer)

Exhibit 31.2

**CERTIFICATION OF CFO PURSUANT TO RULE 13a-14(a) OR 15d-14(a)
OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, David R. Wells, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Loton, Corp;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 14, 2016

/s/ David R. Wells
David R. Wells
Interim Principal Financial Officer

Exhibit 32.1

CERTIFICATION OF CEO PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Loton, Corp (the "Company") on Form 10-Q for the quarter ended September 30, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Robert S. Ellin, as the Executive Chairman and President of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Robert S. Ellin
Robert S. Ellin
Executive Chairman and President
(Principal Executive Officer)

November 14, 2016

This Certification accompanies this Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

Exhibit 32.2

CERTIFICATION OF CFO PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Loton, Corp (the "Company") on Form 10-Q for the year ended September 30, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David R. Wells, as the Interim Principal Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ David R. Wells
David R. Wells
Interim Principal Financial Officer

November 14, 2016

This Certification accompanies this Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.