

GLOW HOLDINGS, INC.
a Nevada corporation

Current Report
October 2, 2013

CURRENT REPORT

Current Information Regarding

GLOW HOLDINGS, INC.

The following information is provided as to Glow Holdings, Inc. (referred to as “we,” “us,” “our,” the “Issuer” or the “Company”). This information is provided pursuant to the Guidelines for Providing Adequate Current Information created by OTC Markets Group, Inc, and is intended by the Issuer to be in compliance with Rules 10b-5 and 15c2-11 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and Rule 144 of the Securities Act of 1933 (the “Securities Act”).

Entry Into Material Definitive Agreement.

On October 2, 2013, we entered into five (5) binding Memoranda of Agreements (the “MOAs”) with five separate entities. Under the terms of the MOAs we agreed to acquire these entities with shares of our common stock if the entities meet certain performance thresholds. The number of shares we will issue to acquire these entities is dependent upon the value of the entities on March 31, 2013. Our shares of common stock will be valued at \$0.15 per share for these acquisitions.

The material terms of the MOAs are as follows:

1. MOA with Holmes Hospitality Inc. (“HHI”), a new business entity formed for the purpose of consulting on various projects related to hospitality, including, but not limited to real estate development, hotels, resorts, spas, and entertainment. Under the terms of the MOA, we agreed to acquire HHI if it has met the following thresholds by March 31, 2014: (i) must have received at least \$1 million in cash investments; (ii) must be engaged as at least a consultant on at least one “master concept development” for real estate development of a spa, hotel, resort, or something similar; (iii) Colgate Holmes must be an executive officer of HHI with no disagreements; and (iv) must have memoranda of agreements with third parties to act in an official capacity in the development of real estate.
2. MOA with MyBrandApp Inc. (“MyBrandApp”), a new business entity formed for the purpose of coordinating marketing and branding for various games and other entertainment goods. Under the terms of the MOA, we agreed to acquire MyBrandApp if it has met the following thresholds by March 31, 2014: (i) Must have received at least \$1 million in cash investments; (ii) must have secured the intellectual property and other rights to “MyBrandApp”; and (iii) must have a memorandum of agreement with a reputable company for the purpose of entering into a collaboration for entertainment, games, social media, and pay-per-views.

3. MOA with Ambezz Inc. (“Ambezz”), a new business entity formed for the purpose of creating, marketing and selling unique recipes and foods. Under the terms of the MOA, we agreed to acquire Ambezz if it has met the following thresholds by March 31, 2014: (i) must have received at least \$1 million in cash investments; (ii) must have intellectual property and proprietary recipes for at least two unique food concepts with the idea they could be franchised; and (iii) must have at least a memorandum of agreement with a reputable kiosk marketing team.
4. MOA with Genbizz Inc. (“Genbizz”), a new business entity formed for the purpose of creating, marketing and selling “apps” for mobile devices. Under the terms of the MOA, we agreed to acquire Genbizz if it has met the following thresholds by March 31, 2014: (i) must have received at least \$1 million in cash investments; (ii) must have created and sold at least 3,000 “apps” useable on mobile devices; and (iii) must have created a global kiosk marketing team.
5. MOA with Promines Inc. (“Promines”), a new business entity formed for the purpose of acquiring and operating mines and/or mineral rights. Under the terms of the MOA, we agreed to acquire Promines if it has met the following thresholds by March 31, 2014: (i) must have received at least \$1 million in cash investments; and (ii) must have secured the rights to acquire and/or mine at least one (1) mine.

Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

On October 2, 2013, we appointed Mr. Colgate F. Holmes to the position of Chairman of the Board and as a Director to fill a vacancy on our Board of Directors, to serve until our next annual meeting of shareholders. The appointment was effective immediately.

Colgate F. Holmes serves as our Chairman of the Board and is on our Board of Directors. Since September 2013, Mr. Holmes has been the President of Holmes Hospitality Inc., a company specializing on consulting on various projects related to hospitality, including, but not limited to real estate development, hotels, resorts, spas, and entertainment. From 2008 to 2012, Mr. Holmes was chairman of United International Hotel Group, a Beijing-based hotel consulting company that master-planned a major mixed-use development in Sanya, Hainan Island that incorporates an international five-star resort and ultra-luxury boutique hotel with residential and retail components. From 2004 until 2008, Mr. Holmes was a Principal of Momentum Partners, LLC, which developed the St. Cloud Resort & Spa, a five-star mixed-use hotel, residential and retail project in Steamboat Springs CO. The project was terminated as a result of the 2008 financial situation. From 1982 until 1987, Mr. Holmes was a founding partner and President of the Ritz-Carlton Hotel Company. Mr. Holmes helped establish the luxury brand from scratch through the acquisition and restoration of The Ritz-Carlton - Boston

and the opening of four new Ritz-Carlton properties with seven additional hotels under development. An innovative branded luxury product was introduced with the opening of Ritz-Carlton resorts in Laguna Niguel, California and Naples, Florida. Following his tenure with Ritz-Carlton, in 1987, Mr. Holmes formed his own organization, specializing in the operation of fine, independent hotels and resorts including the Beverly Hills Hotel in Beverly Hills, the Wigwam Resort and Country Club in Phoenix and the Colonnade Hotel in Boston. At the Wigwam, Mr. Holmes conceived and carried out a redevelopment and repositioning master plan resulting in attainment of the Mobil 5-Star recognition. Mr. Holmes held this position until 1989. From 1979 until 1982, Mr. Holmes was as President and COO of Hyatt International Corporation, and was responsible for Hyatt's worldwide development and the operation of over 40 hotels in 24 countries. He was formerly (1973 to 1979) Regional Vice President for Hyatt Hotels overseeing 10 properties in the United States and serving as General Manager opening the 1,000 room Hyatt Regency Chicago, and subsequently planning and directing its expansion to 2,000 rooms. Mr. Holmes also served as President and CEO of Rock Resorts, overseeing properties such as Caneel Bay Plantation and Little Dix Bay in the Caribbean and directing the operational development for prestigious new properties in the United Kingdom and Lanai, Hawaii. He became Chairman and CEO of the Biltmore Hotel Company, operating the classic Biltmore, Los Angeles and the Grand Wailea Resort Hotel & Spa in Maui, overseeing that property's achievement of the AAA 5-Diamond recognition. Subsequently, with a local partner, Holmes established the Signature Hotel Group in Kuala Lumpur, Malaysia. Signature opened and operated three luxury hotels in Kuala Lumpur, Malaysia including the Mines Beach Resort & Spa and the world-class 485-room Palace of the Golden Horses, named the Best New City Hotel in Asia in its first year of operation. Signature provided comprehensive planning, pre-opening and technical services for the hotels including the recruitment, engagement and training of over 1,000 personnel. Before joining Hyatt, Holmes was an expatriate for 10 years, managing Hilton International and Inter-Continental hotels in Puerto Rico, the Virgin Islands, the Philippines, Brazil and Indonesia. As Group Vice President for American Airlines' Americana Hotels, Holmes managed the 1,200-room Ala Moana Hotel in Honolulu, oversaw the Chosun Hotel in Seoul, South Korea and opened a new oceanfront resort hotel in Suva, Fiji. Mr. Holmes was educated at the Cornell School of Hotel Administration and the Harvard Graduate Business School, and is a third-generation hotelier, raised in family-owned hotels and restaurants on the New Jersey seashore and Pennsylvania's Pocono Mountains.

Other Information

On October 2, 2013, our Board of Directors decided to create a "Visionary Board" which will not be part of our Board of Directors or executive management team, but will be filled with distinguished business people with the idea that these people will share their business acumen and experience with our Board of Directors and executive management team, as well as assist with the global vision of the company and its direction. Mr. Robert K. Pang will be the Chairman of our Visionary Board.

We also announced plans to open both a United States operations office in Seattle, Washington, U.S.A., and an Asia regional operations office in Petalin Jaya, Selangor, Malaysia, on or about November 1, 2013, with the latter opening so that we will have an office location closer to our business prospects in Asia.

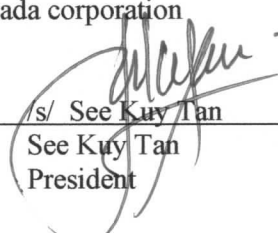
Exhibits.

Material Contracts.

<u>Exhibit No.</u>	<u>Description</u>
M-1	Memorandum of Agreement with Holmes Hospitality Inc. dated October 2, 2013
M-2	Memorandum of Agreement with MyBrandApps Inc. dated October 2, 2013
M-3	Memorandum of Agreement with Ambezz Inc. dated October 2, 2013
M-4	Memorandum of Agreement with Genbizz Inc. dated October 2, 2013
M-5	Memorandum of Agreement with Promines Inc. dated October 2, 2013

Dated this 2nd day of October, 2013, at Irvine, California.

Glow Holdings, Inc.,
a Nevada corporation



By: See Kuy Tan
Its: President

Exhibit M-1

Memorandum of Agreement with Holmes Hospitality Inc. dated October 2, 2013

Memorandum of Agreement

Glow Holdings, Inc. Acquisition of Holmes Hospitality Inc.

October 2, 2013

This Memorandum of Agreement ("MOA") sets forth the general terms and conditions for the acquisition of one hundred percent (100%) of the outstanding equity and voting interests of Holmes Hospitality, Inc. by Glow Holdings, Inc. Following execution of this MOA, the parties shall proceed in good faith to prepare and execute definitive agreements ("Definitive Agreements") in accordance with the terms and conditions set forth herein:

Parties to the Transaction: Glow Holdings, Inc., a Nevada corporation ("GLOW") and Holmes Hospitality Inc., a Nevada corporation ("HHI").

Acquisition of HHI: Pursuant to the Definitive Agreements, GLOW shall acquire one hundred percent (100%) of the outstanding equity and voting interests of HHI in exchange for shares of Glow Holdings, Inc. common stock valued at \$0.15 per share, with the exact number of shares to be determined based on the value of HHI on March 31, 2014 (the "Acquisition").

Conditions to Closing: Certain conditions must be met, including, but not limited to the following, must be met prior to closing the transaction contemplated by this MOA:

1. GLOW is current in its periodic reporting with OTC Markets.
2. GLOW is in good standing with OTC Markets and continues trading as a public company.
3. Completion of due diligence by GLOW and HHI.
4. No major new lawsuits by or against either party
5. No undisclosed tax problems by either party
6. Successful completion of due diligence, including verification of assets and regulatory compliance by both parties.
7. Entry into the Definitive Agreement by the parties.
8. HHI must achieve the following benchmarks on or before March 31, 2014:
 - a. Must have received at least \$1 million in cash investments
 - b. Must be engaged as at least a consultant on at least one "master concept development" for real estate development of a spa, hotel, resort, or something similar.
 - c. Colgate Holmes must be an executive officer of HHI with no disagreements.
 - d. Must have memoranda of agreements with third parties to act in an official capacity in the development of real estate.

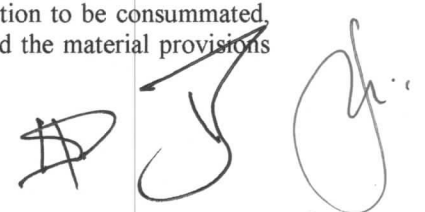
Definitive Agreements; Other Terms:

The parties each contemplate that the proposed share exchange discussed herein will be concluded pursuant to the terms and provisions of the Definitive Agreements to be negotiated by the parties in good faith, which will be signed by GLOW and HHI. In this regard, the parties contemplate that they will each make the usual and customary representations and warranties concerning the business and financial condition of GLOW and HHI, as may be appropriate in a transaction of this nature and magnitude. The consummation of the proposed share exchange shall also be subject to receipt of any necessary (a) approvals by the board of directors and stockholders of GLOW and HHI, (b) consents of third parties if as and where required, and (c) governmental approvals.

Binding Agreement:

The Parties each acknowledge that this MOA does not contain all matters upon which agreement must be reached for a potential Transaction to be consummated, but it is the intention of the Parties that this paragraph and the material provisions

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set forth herein, shall be legally binding upon and enforceable against the Parties upon execution and delivery of this MOA, and that if the "Conditions to Closing" set forth above, are met, then GLOW will acquire HHI.

Preparation of Definitive Agreement and Consummation of Acquisition:

The parties agree to use all reasonable efforts to finalize and execute the Definitive Agreements and any other related definitive documentation by April 30, 2014 and to cause the transactions as set forth in this Memorandum to be consummated and closed by April 30, 2014, assuming the conditions for closing set forth above have been met or waived by the appropriate party.

Confidentiality:

Under this MOA, all negotiation details relating to the cooperation shall be treated as "Confidential Information." Each party agrees to keep the Confidential Information in strict confidence and will not disclose or instruct any other party to disclose any Confidential Information, except for the following disclosures: (1) those agreed to by the other party, (2) according to legal stipulations or stipulations of the securities trading market, or requirement of a law court, regulatory authority or other competent department, or (3) disclosure made to the assessing personnel or other professional advisors and lenders.

Exclusivity:

Before this MOA is terminated, HHI may not negotiate, reach understanding, make arrangements for or sign agreements with any parties other than GLOW in respect of the sales of the equity stake of HHI or in way related to the sale or lease of the HHI assets and operations. HHI guarantees that any of its affiliating parties will not negotiate, reach understanding, make arrangements for or sign agreements with any parties other than GLOW in respect of the sales of the equity stake of HHI or its assets or operations.

Authorization:

The parties declare that they have legal rights and powers to execute and fulfill this MOA.

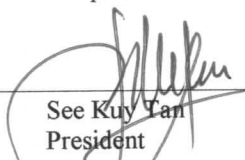
Termination:

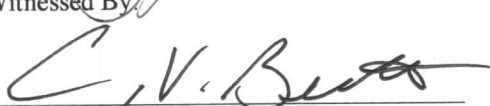
This MOA is effective upon execution by both parties and shall be terminated upon earlier date of the following: (a) upon the effective date of a definitive agreement executed by both parties for purpose of completing the transaction under the MOU; (b) upon the date when both parties agree to terminate the MOU; or (c) April 30, 2013.

IN WITNESS WHEREOF the parties hereof executed this MOA on the date written above.

"GLOW"

Glow Holdings, Inc.,
a Nevada corporation

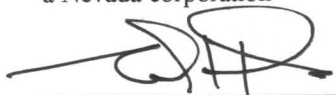
By: 
Its: See Kuy Tan
President


Witnessed By:

Craig V. Butler

Dated: 10/2/2013

"HHI"

Holmes Hospitality Inc.
a Nevada corporation


By: Colgate F. Holmes
Its: President

Witnessed By:

Robert K. Pang

Dated: October 2, 2013

Exhibit M-2

Memorandum of Agreement with MyBrandApps Inc. dated October 2, 2013

Memorandum of Agreement

Glow Holdings, Inc. Acquisition of MyBrandApp Inc.

October 2, 2013

This Memorandum of Agreement ("MOA") sets forth the general terms and conditions for the acquisition of one hundred percent (100%) of the outstanding equity and voting interests of MyBrandApp Inc. by Glow Holdings, Inc. Following execution of this MOA, the parties shall proceed in good faith to prepare and execute definitive agreements ("Definitive Agreements") in accordance with the terms and conditions set forth herein:

Parties to the Transaction: Glow Holdings, Inc., a Nevada corporation ("GLOW") and MyBrandApp Inc., a Nevada corporation ("MYBRANDAPP").

Acquisition of MYBRANDAPP: Pursuant to the Definitive Agreements, GLOW shall acquire one hundred percent (100%) of the outstanding equity and voting interests of MYBRANDAPP in exchange for shares of Glow Holdings, Inc. common stock valued at \$0.15 per share, with the exact number of shares to be determined based on the value of MYBRANDAPP on March 31, 2014 (the "Acquisition").

Conditions to Closing: Certain conditions must be met, including, but not limited to the following, must be met prior to closing the transaction contemplated by this MOA:

1. GLOW is current in its periodic reporting with OTC Markets.
2. GLOW is in good standing with OTC Markets and continues trading as a public company.
3. Completion of due diligence by GLOW and MYBRANDAPP.
4. No major new lawsuits by or against either party
5. No undisclosed tax problems by either party
6. Successful completion of due diligence, including verification of assets and regulatory compliance by both parties.
7. Entry into the Definitive Agreement by the parties.
8. MYBRANDAPP must achieve the following benchmarks on or before March 31, 2014:
 - a. Must have received at least \$1 million in cash investments
 - b. Must have secured the intellectual property and other rights to "MyBrandApp"
 - c. Must have a memorandum of agreement with a reputable company for the purpose of entering into a collaboration for entertainment, games, social media, and pay-per-views.

Definitive Agreements; Other Terms:

The parties each contemplate that the proposed share exchange discussed herein will be concluded pursuant to the terms and provisions of the Definitive Agreements to be negotiated by the parties in good faith, which will be signed by GLOW and MYBRANDAPP. In this regard, the parties contemplate that they will each make the usual and customary representations and warranties concerning the business and financial condition of GLOW and MYBRANDAPP, as may be appropriate in a transaction of this nature and magnitude. The consummation of the proposed share exchange shall also be subject to receipt of any necessary (a) approvals by the board of directors and stockholders of GLOW and MYBRANDAPP, (b) consents of third parties if as and where required, and (c) governmental approvals.

Binding Agreement:

The Parties each acknowledge that this MOA does not contain all matters upon which agreement must be reached for a potential Transaction to be consummated, but it is the intention of the Parties that this paragraph and the material provisions set forth herein, shall be legally binding upon and enforceable against the Parties

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upon execution and delivery of this MOA, and that if the "Conditions to Closing" set forth above, are met, then GLOW will acquire MYBRANDAPP.

Preparation of Definitive Agreement and Consummation of Acquisition:

The parties agree to use all reasonable efforts to finalize and execute the Definitive Agreements and any other related definitive documentation by April 30, 2014 and to cause the transactions as set forth in this Memorandum to be consummated and closed by April 30, 2014, assuming the conditions for closing set forth above have been met or waived by the appropriate party.

Confidentiality:

Under this MOA, all negotiation details relating to the cooperation shall be treated as "Confidential Information." Each party agrees to keep the Confidential Information in strict confidence and will not disclose or instruct any other party to disclose any Confidential Information, except for the following disclosures: (1) those agreed to by the other party, (2) according to legal stipulations or stipulations of the securities trading market, or requirement of a law court, regulatory authority or other competent department, or (3) disclosure made to the assessing personnel or other professional advisors and lenders.

Exclusivity:

Before this MOA is terminated, MYBRANDAPP may not negotiate, reach understanding, make arrangements for or sign agreements with any parties other than GLOW in respect of the sales of the equity stake of MYBRANDAPP or in way related to the sale or lease of the MYBRANDAPP assets and operations. MYBRANDAPP guarantees that any of its affiliating parties will not negotiate, reach understanding, make arrangements for or sign agreements with any parties other than GLOW in respect of the sales of the equity stake of MYBRANDAPP or its assets or operations.

Authorization:

The parties declare that they have legal rights and powers to execute and fulfill this MOA.

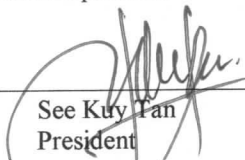
Termination:

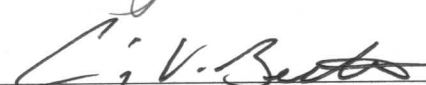
This MOA is effective upon execution by both parties and shall be terminated upon earlier date of the following: (a) upon the effective date of a definitive agreement executed by both parties for purpose of completing the transaction under the MOU; (b) upon the date when both parties agree to terminate the MOU; or (c) April 30, 2013.

IN WITNESS WHEREOF the parties hereof executed this MOA on the date written above.

"GLOW"

Glow Holdings, Inc.,
a Nevada corporation

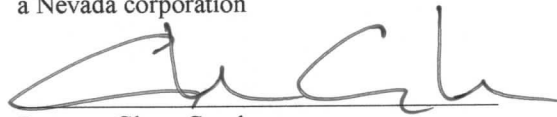
By: 
Its: See Kuy Tan
President

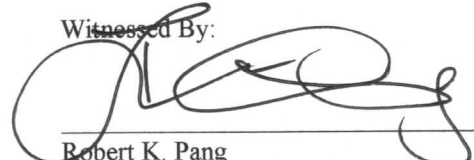
Witnessed By:

Craig V. Butler

Dated: 10/2/2013

"MYBRANDAPP"

MyBrandApp Inc.
a Nevada corporation

By: 
Its: Glenn Crocker
Director

Witnessed By:

Robert K. Pang

Dated: October 2, 2013

Exhibit M-3

Memorandum of Agreement with Ambezz Inc. dated October 2, 2013

Memorandum of Agreement

Glow Holdings, Inc. Acquisition of Ambezz Inc.

October 2, 2013

This Memorandum of Agreement ("MOA") sets forth the general terms and conditions for the acquisition of one hundred percent (100%) of the outstanding equity and voting interests of Ambezz Inc. by Glow Holdings, Inc. Following execution of this MOA, the parties shall proceed in good faith to prepare and execute definitive agreements ("Definitive Agreements") in accordance with the terms and conditions set forth herein:

Parties to the Transaction: Glow Holdings, Inc., a Nevada corporation ("GLOW") and Ambezz Inc., a Nevada corporation ("AMBEZZ").

Acquisition of AMBEZZ: Pursuant to the Definitive Agreements, GLOW shall acquire one hundred percent (100%) of the outstanding equity and voting interests of AMBEZZ in exchange for shares of Glow Holdings, Inc. common stock valued at \$0.15 per share, with the exact number of shares to be determined based on the value of AMBEZZ on March 31, 2014 (the "Acquisition").

Conditions to Closing: Certain conditions must be met, including, but not limited to the following, must be met prior to closing the transaction contemplated by this MOA:

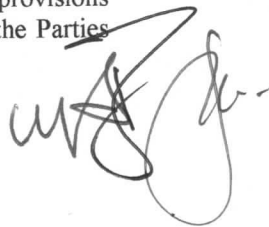
1. GLOW is current in its periodic reporting with OTC Markets.
2. GLOW is in good standing with OTC Markets and continues trading as a public company.
3. Completion of due diligence by GLOW and AMBEZZ.
4. No major new lawsuits by or against either party
5. No undisclosed tax problems by either party
6. Successful completion of due diligence, including verification of assets and regulatory compliance by both parties.
7. Entry into the Definitive Agreement by the parties.
8. AMBEZZ must achieve the following benchmarks on or before March 31, 2014:
 - a. Must have received at least \$1 million in cash investments.
 - b. Must have intellectual property and proprietary recipes for at least two unique food concepts with the idea they could be franchised.
 - c. Must have at least a memorandum of agreement with a reputable kiosk marketing team.

Definitive Agreements; Other Terms:

The parties each contemplate that the proposed share exchange discussed herein will be concluded pursuant to the terms and provisions of the Definitive Agreements to be negotiated by the parties in good faith, which will be signed by GLOW and AMBEZZ. In this regard, the parties contemplate that they will each make the usual and customary representations and warranties concerning the business and financial condition of GLOW and AMBEZZ, as may be appropriate in a transaction of this nature and magnitude. The consummation of the proposed share exchange shall also be subject to receipt of any necessary (a) approvals by the board of directors and stockholders of GLOW and AMBEZZ, (b) consents of third parties if as and where required, and (c) governmental approvals.

Binding Agreement:

The Parties each acknowledge that this MOA does not contain all matters upon which agreement must be reached for a potential Transaction to be consummated, but it is the intention of the Parties that this paragraph and the material provisions set forth herein, shall be legally binding upon and enforceable against the Parties



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upon execution and delivery of this MOA, and that if the "Conditions to Closing" set forth above, are met, then GLOW will acquire AMBEZZ.

Preparation of Definitive Agreement and Consummation of Acquisition:

The parties agree to use all reasonable efforts to finalize and execute the Definitive Agreements and any other related definitive documentation by April 30, 2014 and to cause the transactions as set forth in this Memorandum to be consummated and closed by April 30, 2014, assuming the conditions for closing set forth above have been met or waived by the appropriate party.

Confidentiality:

Under this MOA, all negotiation details relating to the cooperation shall be treated as "Confidential Information." Each party agrees to keep the Confidential Information in strict confidence and will not disclose or instruct any other party to disclose any Confidential Information, except for the following disclosures: (1) those agreed to by the other party, (2) according to legal stipulations or stipulations of the securities trading market, or requirement of a law court, regulatory authority or other competent department, or (3) disclosure made to the assessing personnel or other professional advisors and lenders.

Exclusivity:

Before this MOA is terminated, AMBEZZ may not negotiate, reach understanding, make arrangements for or sign agreements with any parties other than GLOW in respect of the sales of the equity stake of AMBEZZ or in way related to the sale or lease of the AMBEZZ assets and operations. AMBEZZ guarantees that any of its affiliating parties will not negotiate, reach understanding, make arrangements for or sign agreements with any parties other than GLOW in respect of the sales of the equity stake of AMBEZZ or its assets or operations.

Authorization:

The parties declare that they have legal rights and powers to execute and fulfill this MOA.

Termination:

This MOA is effective upon execution by both parties and shall be terminated upon earlier date of the following: (a) upon the effective date of a definitive agreement executed by both parties for purpose of completing the transaction under the MOU; (b) upon the date when both parties agree to terminate the MOU; or (c) April 30, 2013.

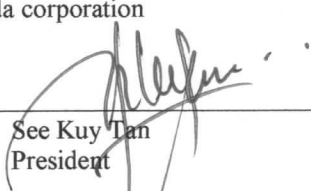
IN WITNESS WHEREOF the parties hereof executed this MOA on the date written above.

"GLOW"

"AMBEZZ"

Glow Holdings, Inc.,
a Nevada corporation

Ambezz Inc.
a Nevada corporation

By: 
Its: See Kuy Tan
President

By: 
Its: R.J. Semridge
President

Witnessed By:

Witnessed By:


Craig V. Butler


Robert K. Pang

Dated: October 2, 2013

Dated: October 2, 2013

Exhibit M-4

Memorandum of Agreement with Genbizz Inc. dated October 2, 2013

Memorandum of Agreement

Glow Holdings, Inc. Acquisition of Genbizz Inc.

October 2, 2013

This Memorandum of Agreement ("MOA") sets forth the general terms and conditions for the acquisition of one hundred percent (100%) of the outstanding equity and voting interests of Genbizz Inc. by Glow Holdings, Inc. Following execution of this MOA, the parties shall proceed in good faith to prepare and execute definitive agreements ("Definitive Agreements") in accordance with the terms and conditions set forth herein:

Parties to the Transaction: Glow Holdings, Inc., a Nevada corporation ("GLOW") and Genbizz Inc., a Nevada corporation ("GENBIZZ").

Acquisition of GENBIZZ: Pursuant to the Definitive Agreements, GLOW shall acquire one hundred percent (100%) of the outstanding equity and voting interests of GENBIZZ in exchange for shares of Glow Holdings, Inc. common stock valued at \$0.15 per share, with the exact number of shares to be determined based on the value of GENBIZZ on March 31, 2014 (the "Acquisition").

Conditions to Closing: Certain conditions must be met, including, but not limited to the following, must be met prior to closing the transaction contemplated by this MOA:

1. GLOW is current in its periodic reporting with OTC Markets.
2. GLOW is in good standing with OTC Markets and continues trading as a public company.
3. Completion of due diligence by GLOW and GENBIZZ.
4. No major new lawsuits by or against either party
5. No undisclosed tax problems by either party
6. Successful completion of due diligence, including verification of assets and regulatory compliance by both parties.
7. Entry into the Definitive Agreement by the parties.
8. GENBIZZ must achieve the following benchmarks on or before March 31, 2014:
 - a. Must have received at least \$1 million in cash investments
 - b. Must have created and sold at least 3,000 "apps" useable on mobile devices
 - c. Must have created a global kiosk marketing team.

Definitive Agreements; Other Terms:

The parties each contemplate that the proposed share exchange discussed herein will be concluded pursuant to the terms and provisions of the Definitive Agreements to be negotiated by the parties in good faith, which will be signed by GLOW and GENBIZZ. In this regard, the parties contemplate that they will each make the usual and customary representations and warranties concerning the business and financial condition of GLOW and GENBIZZ, as may be appropriate in a transaction of this nature and magnitude. The consummation of the proposed share exchange shall also be subject to receipt of any necessary (a) approvals by the board of directors and stockholders of GLOW and GENBIZZ, (b) consents of third parties if as and where required, and (c) governmental approvals.

Binding Agreement:

The Parties each acknowledge that this MOA does not contain all matters upon which agreement must be reached for a potential Transaction to be consummated, but it is the intention of the Parties that this paragraph and the material provisions set forth herein, shall be legally binding upon and enforceable against the Parties upon execution and delivery of this MOA, and that if the "Conditions to Closing" set forth above, are met, then GLOW will acquire GENBIZZ.



Preparation of Definitive Agreement and Consummation of Acquisition:

The parties agree to use all reasonable efforts to finalize and execute the Definitive Agreements and any other related definitive documentation by April 30, 2014 and to cause the transactions as set forth in this Memorandum to be consummated and closed by April 30, 2014, assuming the conditions for closing set forth above have been met or waived by the appropriate party.

Confidentiality:

Under this MOA, all negotiation details relating to the cooperation shall be treated as "Confidential Information." Each party agrees to keep the Confidential Information in strict confidence and will not disclose or instruct any other party to disclose any Confidential Information, except for the following disclosures: (1) those agreed to by the other party, (2) according to legal stipulations or stipulations of the securities trading market, or requirement of a law court, regulatory authority or other competent department, or (3) disclosure made to the assessing personnel or other professional advisors and lenders.

Exclusivity:

Before this MOA is terminated, GENBIZZ may not negotiate, reach understanding, make arrangements for or sign agreements with any parties other than GLOW in respect of the sales of the equity stake of GENBIZZ or in way related to the sale or lease of the GENBIZZ assets and operations. GENBIZZ guarantees that any of its affiliating parties will not negotiate, reach understanding, make arrangements for or sign agreements with any parties other than GLOW in respect of the sales of the equity stake of GENBIZZ or its assets or operations.

Authorization:

The parties declare that they have legal rights and powers to execute and fulfill this MOA.

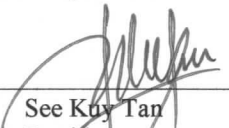
Termination:

This MOA is effective upon execution by both parties and shall be terminated upon earlier date of the following: (a) upon the effective date of a definitive agreement executed by both parties for purpose of completing the transaction under the MOU; (b) upon the date when both parties agree to terminate the MOU; or (c) April 30, 2013.

IN WITNESS WHEREOF the parties hereof executed this MOA on the date written above.

"GLOW"

Glow Holdings, Inc.,
a Nevada corporation

By: 
Its: See Kuy Tan
President


Witnessed By:


Craig V. Butler

Dated: 10/2/2013

"GENBIZZ"

Genbizz Inc.
a Nevada corporation

By: 
Its: Glenn Crocker
President

Witnessed By:


Robert K. Pang

Dated: 10/2/2013

Exhibit M-5

Memorandum of Agreement with Promines Inc. dated October 2, 2013

Memorandum of Agreement

Glow Holdings, Inc. Acquisition of Promines Inc.

October 2, 2013

This Memorandum of Agreement ("MOA") sets forth the general terms and conditions for the acquisition of one hundred percent (100%) of the outstanding equity and voting interests of Promines Inc. by Glow Holdings, Inc. Following execution of this MOA, the parties shall proceed in good faith to prepare and execute definitive agreements ("Definitive Agreements") in accordance with the terms and conditions set forth herein:

Parties to the Transaction: Glow Holdings, Inc., a Nevada corporation ("GLOW") and Promines Inc., a Nevada corporation ("PROMINES").

Acquisition of PROMINES: Pursuant to the Definitive Agreements, GLOW shall acquire one hundred percent (100%) of the outstanding equity and voting interests of PROMINES in exchange for shares of Glow Holdings, Inc. common stock valued at \$0.15 per share, with the exact number of shares to be determined based on the value of PROMINES on March 31, 2014 (the "Acquisition").

Conditions to Closing: Certain conditions must be met, including, but not limited to the following, must be met prior to closing the transaction contemplated by this MOA:

1. GLOW is current in its periodic reporting with OTC Markets.
2. GLOW is in good standing with OTC Markets and continues trading as a public company.
3. Completion of due diligence by GLOW and PROMINES.
4. No major new lawsuits by or against either party
5. No undisclosed tax problems by either party
6. Successful completion of due diligence, including verification of assets and regulatory compliance by both parties.
7. Entry into the Definitive Agreement by the parties.
8. PROMINES must achieve the following benchmarks on or before March 31, 2014:
 - a. Must have received at least \$1 million in cash investments
 - b. Must have secured the rights to acquire and/or mine at least one (1) mine.

Definitive Agreements; Other Terms:

The parties each contemplate that the proposed share exchange discussed herein will be concluded pursuant to the terms and provisions of the Definitive Agreements to be negotiated by the parties in good faith, which will be signed by GLOW and PROMINES. In this regard, the parties contemplate that they will each make the usual and customary representations and warranties concerning the business and financial condition of GLOW and PROMINES, as may be appropriate in a transaction of this nature and magnitude. The consummation of the proposed share exchange shall also be subject to receipt of any necessary (a) approvals by the board of directors and stockholders of GLOW and PROMINES, (b) consents of third parties if as and where required, and (c) governmental approvals.

Binding Agreement:

The Parties each acknowledge that this MOA does not contain all matters upon which agreement must be reached for a potential Transaction to be consummated, but it is the intention of the Parties that this paragraph and the material provisions set forth herein, shall be legally binding upon and enforceable against the Parties upon execution and delivery of this MOA, and that if the "Conditions to Closing" set forth above, are met, then GLOW will acquire PROMINES.



Preparation of Definitive Agreement and Consummation of Acquisition:

The parties agree to use all reasonable efforts to finalize and execute the Definitive Agreements and any other related definitive documentation by April 30, 2014 and to cause the transactions as set forth in this Memorandum to be consummated and closed by April 30, 2014, assuming the conditions for closing set forth above have been met or waived by the appropriate party.

Confidentiality:

Under this MOA, all negotiation details relating to the cooperation shall be treated as "Confidential Information." Each party agrees to keep the Confidential Information in strict confidence and will not disclose or instruct any other party to disclose any Confidential Information, except for the following disclosures: (1) those agreed to by the other party, (2) according to legal stipulations or stipulations of the securities trading market, or requirement of a law court, regulatory authority or other competent department, or (3) disclosure made to the assessing personnel or other professional advisors and lenders.

Exclusivity:

Before this MOA is terminated, PROMINES may not negotiate, reach understanding, make arrangements for or sign agreements with any parties other than GLOW in respect of the sales of the equity stake of PROMINES or in way related to the sale or lease of the PROMINES assets and operations. PROMINES guarantees that any of its affiliating parties will not negotiate, reach understanding, make arrangements for or sign agreements with any parties other than GLOW in respect of the sales of the equity stake of PROMINES or its assets or operations.

Authorization:

The parties declare that they have legal rights and powers to execute and fulfill this MOA.


Termination:

This MOA is effective upon execution by both parties and shall be terminated upon earlier date of the following: (a) upon the effective date of a definitive agreement executed by both parties for purpose of completing the transaction under the MOU; (b) upon the date when both parties agree to terminate the MOU; or (c) April 30, 2013.

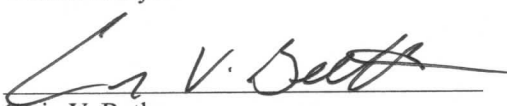
IN WITNESS WHEREOF the parties hereof executed this MOA on the date written above.

"GLOW"

Glow Holdings, Inc.,
a Nevada corporation



By: See Kuy Tan
Its: President

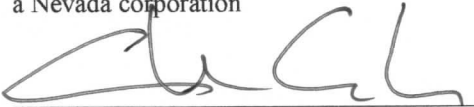
Witnessed By:


Craig V. Butler

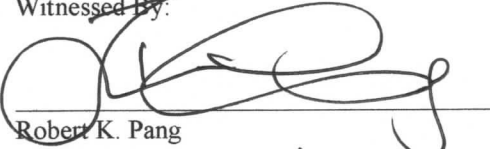
Dated: 10/2/2013

"PROMINES"

Promines Inc.
a Nevada corporation



By: Glenn Crocker
Its: Director

Witnessed By:


Robert K. Pang

Dated: October 2, 2013