

SECOND LEASE MODIFICATION & EXTENSION

THIS SECOND LEASE MODIFICATION & EXTENSION AGREEMENT, made this day, October 2022, by and between **150 WEST 28TH STREET LLC**, 89 Fifth Avenue, New York, New York ("Landlord" henceforth) and **GRADIENT EXPERIENTAL, LLC**, 150 West 28th Street, New York, New York ("Tenant" henceforth),

WHEREAS, the Landlord and the Tenant entered into a lease agreement dated **June 2015, which was subsequently extended and/or modified by written agreement(s) dated June 2016, January 2017, October 2017, May 12, 2020, October 27, 2020, May 3, 2021, and August 30, 2021**, ("Lease") whereby the Landlord leased to the Tenant certain premises known as **150 West 28th Street, Suite 200**, New York, New York ("Premises");

WHEREAS, the term of the Lease commenced on **July 1, 2015 and is to expire on October 31 2022;**

WHEREAS, the Tenant desires to extend the Lease term prior to its expiration;

WHEREAS, the Landlord is amenable to such extension subject to certain modifications set forth herein; and

NOW, the parties, in consideration for the mutual covenants herein recited, agree as follows:

1. Anything contrary in the Lease or subsequent modifications notwithstanding, the term of Lease shall

be extended for an additional period of **twelve (12)** months commencing on **November 1, 2022** and terminating on **October 31, 2023**.

- 2. The Base Rent payable by Tenant to Landlord for this extended term shall be as follows:

Term	Monthly Amount	Annual Amount
11/1/22 - 10/31/23	\$28,500.00	\$342,000.00

- 3. As of November 1, 2022, the base year for calculating Tenant's real estate taxes shall be reset to 2022/2023.
- 4. Landlord currently holds **\$56,446.36** as security deposit.
- 5. For any alterations and/or air conditioning installations that require the Landlord's approval, Tenant must submit Landlord's work permit approval forms prior to any work or structural work being done on the premises. In addition, Landlord reserves the right to require an escrow from the Tenant, to be held in trust, pending Landlord's receipt of final signoff's and/or permit closures by appropriate NYC agencies
- 6. Tenant understands and agrees that the automatic passenger elevator is only to be used for the transportation of guests, employees and customers. Under no circumstances is the automatic passenger elevator to be used for the transportation of goods,



bicycles, materials or freight. Any violation of this paragraph will be deemed a material breach of the Lease.

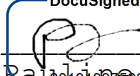
- 7. On or after December 1, 2022, Tenant has the option to provide the Landlord a one hundred and twenty (120) day written cancellation notice to the Landlord, whereas the tenant will be responsible for the rent and additional rent for the remainder of such days.
- 8. This agreement may not be modified orally and constitutes the entire agreement as between the parties.
- 9. Facsimile or emailed signatures of this document are to be considered original documents and can be used in any necessary form.

Dated: New York, New York
October 2022

150 WEST 28TH STREET LLC

GRADIENT EXPERIENTIAL, LLC

BY: _____
Richard Angel
General Manager

DocuSigned by:
BY:  _____ 10/12/2022
Pauline Audin