

Lease Information:	Abstract Date 11/17/2019	Lessee	Glow Interactive, Inc.
	Abstractor: Sean Black	Landlord:	Whitehall Property Management, Inc.

Documents

<u>Date</u>	<u>Document Date</u>	<u>Suite</u>	<u>Square Feet</u>	<u>Note</u>
3/26/2008	Master Lease (ML)			
4/9/2013	Renewal			
7/28/2015	New Lease Agreement (NLA)	Suites 304		
7/28/2015	Limited Guranty (LG)			
7/1/2018	Renewal & Modification (R&M)	Suite 302, 301		

Property Information:

Property Name :	N/A	City :	New York
Address 1 :	333 hudson Street	State :	NY
Address 2 :		Zip :	10013
Property Rentable SF :	111,290	Currency :	USD

Tenant Information:

Lease Status :	Active	Total Rentable SF :	5,008
Space Use :	Office	Usable SF :	
Recovery Type :	Gross	Trade Name :	Glow

Rent Schedule:	Suite #301 & Suite # 302			SF:	3784
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Start Date	End Date	Monthly	Annual	PSF/Year	Cite
10/1/2018	9/30/2019	\$18,040.63	\$216,487.56	\$57.21	
10/1/2019	9/30/2020	\$18,581.85	\$222,982.20	\$58.93	
10/1/2020	9/30/2021	\$19,139.31	\$229,671.72	\$60.70	
10/1/2021	9/30/2022	\$19,713.49	\$236,561.88	\$62.52	
10/1/2021	9/30/2023	\$20,304.89	\$243,658.68	\$64.39	

Rent Schedule:	Suite #304			SF:	1,224
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Start Date	End Date	Monthly	Annual	PSF/Year	Cite
10/1/2018	9/30/2019	\$4,917.27	\$59,007.24	\$48.20	
10/1/2019	9/30/2020	\$5,064.79	\$60,777.48	\$49.65	
10/1/2020	9/30/2021	\$5,216.73	\$62,600.76	\$51.14	
10/1/2021	9/30/2022	\$5,373.23	\$64,478.76	\$52.67	

10/1/2021

9/30/2023

\$5,534.43 \$66,413.16

\$54.25

Contact Information & Notices:

Contact Type	Company Name	Address
Landlord/Payee:	Whitehall Property Management, Inc.	Jack Fuchs, President

LL Attorney:

Tenant:	Glow Interactive, Inc.	Peter Levine
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Tenant Attorney:

Lease Provisions	Cite
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Premises:	Suite 304 Suite 301 & Suite 302	
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Use Clause:	Tenant to use an occupy the demised premises for office space	Art. 2
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Guarantor:	Peter Levin, Limited Personal Guarantee which ceases upon turning over the Premises to Landlord.	
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Building:	No twithst andin g the foregoing, Owner shall not be required to allow Tenant or any person to enter or remain in the building, except on business days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m. Tenant shall not have a claim against Owner by reason of Owner excluding from the building any person who does not present such pass.	Rules & Reg 10.
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Maintenance:	Tenant shall supply and install at its own cost any and all light bulbs which require replacement within the Demised Premises.	NLA Par. 43
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Cleaning	As set forth in paragraph 58 below, Tenant, at its sole cost and expense , shall arrange for the daily removal of all refuse and garbage from the Demised Premises.	NLA Par. 43
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Expiration Date:	9/30/2023	
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Air Conditiong:	a) Tenant shall, at its own cost and expense, maintain and keep said air conditioning unit in good condition.	Par. 47
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	(b) It is Tenant's obligation to pay for the electricity for the air conditioning, whether the electricity is supplied through a meter or sub-meter directly billed to Tenant, or through a meter billed to Owner. If the electricity is provided through a meter billed to Owner, Tenant shall be responsible for its pro rata share of the electricity billed on that meter as determined by the Owner based on the square footages of the premises covered by that meter. Owner shall bill Tenant for such electricity and the money owed by Tenant shall be additional rent.	Par. 47
Late Penalty:	Tenant shall pay to Owner, on demand, interest at the rate of one percent (1%) per month, for any rent or additional rent not paid on time, which interest shall be paid for the period commencing ten (10) days after the date such rent or additional rent was first due (without notice or grace period) and ending on the date the same is paid.	Par. 49
Holdover:	In the event of holdover, Tenant to pay 1/12 of the highest annual rent set forth on Schedule A of this Lease, multiplied by one point five (1.5).	Par. 50
Insurance:	(i) Comprehensive general liability insurance including contract liability, property damage and personal injury, in an amount of not less than \$1,000,000 combined single limit for both.	Par. 52
Supsension of Services:	Anything in this Lease to the contrary notwithstanding, Owner reserves the right to suspend furnishing heat, utilities, or other services when necessary, by reason of accident, or due to repairs, alterations or improvements only when necessary in Owner's reasonable judgment, in the Demised Premises or the building, and Owner shall have no responsibility or liability for such suspension of service. Except in an emergency, Owner shall provide at least five days advance notice of such suspension.	Par. 55
Electric:	Tenant will contract with Con Edison directly and will have a meter adequate for this purpose.	Par. 57
Assignment/ Subletting:	Tenant shall not assign, underlet the Premises without Landlord's written consent in each instance.	Par 11
	Owner's failure to exercise such option to terminate shall not be deemed to constitute Owner's consent to such proposed assignment or sublet, which consent may only be given expressly and in writing.	Par. 68
	Notwithstanding anything contained in paragraph 11, upon receipt of Tenant's request to assign or sublet, Owner shall have the right and option, to be exercised in writing within twenty (20) days thereafter, to terminate the entire Lease, effective on the date (the "Termination Date") set forth in Owner's notice of termination, which shall be not less than sixty (60) days nor more than one hundred twenty (120) days following the service of Owner's notice of termination.	Par. 68

Net Lessee: Tenant acknowledges that Owner (Whitehall Property Management, Inc.) **Par 70** is the Net Lessee of the building.

Parurity Deposit: Suite #301 & 302 - The Parurity deposit in Paragraph 32 of the Lease Agreement dated March 26, 2008 and renewed April 9, 2013 is increased by \$7,435.85 upon execution of this agreement. Currently Tenant has a \$46,686.04 Parurity deposit. The total Parurity upon execution of this agreement will be \$54,121.89, which is 3 months at the new rent. *R&M Par.70*

The additional Parurity deposit of \$7,435.85 may be paid in twelve (12) monthly installments of \$619.65 beginning October 1, 2018.#304

Suite #304 - The Parurity deposit in paragraph 32 of the Lease Agreement dated July 28, 2015 is increased by \$1,251.81 upon execution of this agreement. Currently Tenant has a \$13,500.00 Parurity deposit. The total Parurity upon execution of this agreement will be \$14,751.81, which is 3 months at the new rent. *R&M Par.70*

The additional Parurity deposit of \$1,251.81 may be paid in twelve(12) monthly installments of \$104.32 beginning October 1, 2018.

Tax Escalation: Suite 301, 302 & 304 -The "Base Year" for Taxes is the period from July 1, 2018 through June 30, 2019; *R&M Par.72 (b)*

Proportionate Share: Suite 301 & 302 - Tenant shall pay to Owner, as additional rent, three and four tenths percent (**3.4%**) of such increase. *R&M Par.72 (b)*

Suite 304 - Tenant shall pay to Owner, as additional rent, three and four tenths percent (**1.1%**) of such increase.

Any amounts due to Owner pursuant to the provisions of this Article shall be paid to Owner within thirty (30) days following the receipt by Tenant of a statement showing the computation of such amounts with a copy of the tax bills. (Tenant may make twelve (12) monthly payments instead of one lump sum.)

Rubbish, ETC. Tenant is responsible for removal of rubbish. In the event Owner takes rubbish for Tenant the building representative should be contacted and Owner will inform Tenant of the charges. This charge may be changed from time to time depending on the cost of rubbish removal. *Art. 58 (b)*

Notices: Notwithstanding the provisions of paragraph 28, notice by either party may be given by sending it with a nationally recognized overnight delivery carrier. Either party may designate a different notice address by giving written notice to the other party in accordance with the provisions of paragraph 28 as supplemented by this paragraph 59. *Par. 59*

Guarantee

Good Guy Guarantee: Peter Levein (Guarantore) guarantees The full and timely payment of the Base Rent and Additional Rent under the Lease up to and including the date upon which Tenant vacates the Unit and delivers possession of the Unit to Owner free of all tenancies and occupants, except for permitted bona fide subtenants (as provided for in the Lease), TENANT MUST GIVE NOT LESS THAN FIFTEEN(15) DAYS WRITTEN NOTICE TO OWNER IN ADVANCE OF ANY SUCH SURRENDER. UPON SURRENDER OF POSSESSION AS AFORESAID, THIS LIMITED GUARANTY SHALL BE DEEMED REVOKED

Par. 1

Abstract / Audit Information: Sean Black

Date Prepared : 1/8/2020