

EXPANSION, EXTENSION AND FIRST MODIFICATION OF LEASE

THIS EXPANSION, EXTENSION AND FIRST MODIFICATION AGREEMENT, made this day, **October 2017**, by and between **150 WEST 28TH STREET LLC**, 89 Fifth Avenue, New York, New York ("Landlord" henceforth) and **GRADIENT EXPERIENTIAL, 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 **January 2016** and **January 2017**, ("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 **June 30, 2020**;

WHEREAS, the Tenant wishes to expand the demised premises to include **Suite 201A** as per attached floor plan, and the Landlord is amendable to such expansion, as set forth more fully below;

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

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 lease is amended so the demised premises, which includes Suite 200 and the expanded premises (Suite 201A) as per the attached floor plan, shall hereafter be known as the Suite 200. Furthermore the term of the lease shall be extended for an additional period of twenty-eight (28) months commencing on July 1, 2020 and terminating on October 31, 2022.
2. As of November 1, 2017, Tenant shall pay rent according to the following new schedule, which includes the expanded premises of the demised premises of the Lease:

Term	Monthly Amount	Annual Amount
11/1/17 - 11/30/17	\$17,970.75	N/A
12/1/17 - 6/30/18	\$22,320.75	N/A
7/1/18 - 6/30/19	\$23,219.29	\$278,631.48
7/1/19 - 6/30/20	\$24,380.25	\$292,563.00
7/1/20 - 6/30/21	\$25,599.26	\$307,191.12
7/1/21 - 6/31/22	\$26,879.22	\$322,550.64
7/1/22 - 10/31/22	\$28,223.18	N/A

3. Option. So long as Owner does not sell the Demised Premises or decide to convert the usage of the Demised Premises from the existing commercial usage to residential usage and Tenant is not in default of any requirements hereunder including the full and timely

payment of all rent and additional rent and other charges due pursuant to this Lease, then Tenant shall have an option to renew this Lease for an additional period of **sixty (60)** months commencing on **November 1, 2022** and terminating on **October 31, 2027** upon prior written notice to the Owner via certified mail, return receipt requested, delivered to the Owner no less than one hundred-eighty (180) days prior to the expiration of the Lease term. In the event the Tenant exercises this option, it agrees to pay to the Owner base rent for the option term as follows:

Term	Monthly Amount	Annual Amount
11/1/22 - 10/31/23	\$29,634.34	\$355,612.08
11/1/23 - 10/31/24	\$31,116.06	\$373,392.72
11/1/24 - 10/31/25	\$32,671.86	\$392,062.32
11/1/25 - 10/31/26	\$34,305.45	\$411,665.40
11/1/26 - 10/31/27	\$36,020.72	\$432,248.64

Tenant shall also pay any additional rent pursuant to the terms of the Lease.

4. Landlord currently holds **\$35,941.50** as security deposit. Tenant will pay **\$8,700.00** as additional security deposit upon signing of this agreement, making the security deposit held by Landlord **\$44,641.50**. Notwithstanding anything contained herein to the contrary, the Landlord and Tenant agree that

the security deposit shall be adjusted annually so that the security deposited with the Landlord shall always equal two (2) times the current monthly base rent. On each anniversary date of the commencement of the term of this lease and any extensions, the Tenant shall deposit with the Landlord the additional sum required so that the total security deposit shall be equal to two (2) times the then current monthly base rent.

5. Condition of Premises. The Tenant agrees to accept possession of the demised premises in "as is" condition subject to the Owner's agreement to perform the following work within the expanded premises at its sole cost:

1. Tenant may, at Tenants sole cost, remove the adjoining wall between suites 200 and 201A.

6. As of December 1, 2017, the amount payable by Tenant as water and sprinkler charges pursuant to Paragraphs 29, 30 & 50 of the Original Lease dated June 2015 shall be increased to a total amount of \$260.00 per month (\$130.00 for water, \$130.00 for sprinkler).
7. In addition to Paragraph 49 of the Original Lease dated June 2015 (5.2% over the 2015/2016 base year), Tenant agrees to pay the additional amount as real



estate taxes for the expanded premises of 1.2%, over the base year of 2017/2018.

8. Tenant agrees to pay for its additional usage of expanded premises. If electric current is supplied by Owner, Tenant covenants and agrees to purchase the same from Owner or Owners designated agent at charges, terms and rates set, from time to time, during the term of this lease by Owner, plus the Owners or its designated agents or its third parties administrative fee for overhead and supervision, but not more than those specified in the service classification in effect on January 1, 1970 pursuant to which Owner then purchased electric current from the public utility corporation serving the part of the city where the building is located. Said charges may be revised by Owner in order to maintain the return to Owner produced under the foregoing in the event that the Public Service Commission approves changes in service classifications, terms, rates or charges for such public utility during the term hereof. Where more than one-meter measures the service of Tenant in the building, the service rendered through each meter may be computed and billed separately in accordance with the rates herein. Bills therefor shall be rendered at



such times as Owner may elect. In the event that such bills are not paid within five (5) days after the same are rendered, Owner may, without further notice, discontinue the service of electric current to demised premises without releasing Tenant from any liability under this lease and without Owner or Owner's agent incurring any liability for any damage or loss sustained by Tenant by such discontinuance of service. Owner shall not in any wise be liable or responsible to Tenant for any loss or damage or expense which Tenant may sustain or incur if either the quantity or character of electric service is changed or is no longer available or suitable for Tenants requirements. Any riser or risers to supply Tenants electrical requirements, upon written request of Tenant, will be installed by Owner, at the sole cost and expense of Tenant, if, in Owners sole judgment, the same are necessary and will not cause permanent damage or injury to the building or demised premises or cause or create a dangerous or hazardous condition or entail extensive or unreasonable alterations, repairs or expense or interfere with or disturb other tenants or occupants. In addition to the installation of such riser or risers Owner will also at the sole cost and



expense of Tenant, install all other equipment proper and necessary in connection therewith subject to the aforesaid terms and conditions. Tenant covenants and agrees that at all times, its use of electric current shall never exceed the capacity of existing feeders to the building or the risers of wiring installations. It is further covenanted and agreed by Tenant that all the aforesaid costs and expenses shall be paid by Tenant to Owner within five (5) days after rendition of any bill or statement to Tenant therefor. Owner may discontinue any of the aforesaid services upon thirty (30) days notice to Tenant without being liable to Tenant therefor or without in any way affecting this lease or the liability of Tenant thereunder or causing a diminution of rent and the same shall not be deemed to be a lessening or diminution of services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued. In the event Owner gives such notice of discontinuance, Owner shall permit Tenant to receive such service direct from said public utility corporation, in which event, the Tenant will at its own cost and expense, furnish and install all risers, service wiring and switches that may be necessary for such installation and required by the

Handwritten initials or signature consisting of two circles, one containing a stylized 'W' and the other containing a stylized 'P'.

public utility company, and will at its own cost and expense, maintain and keep in good repair all such risers, wiring and switches. Tenant shall make no alteration or additions to the electric equipment and/or appliances without the prior written consent of Owner in each instance. Rigid conduit only will be allowed. If any tax is imposed upon Owners receipt from the sale or resale of electrical energy or gas or telephone service to Tenant by any Federal, State or Municipal Authority, Tenant covenants and agrees that, where permitted by law, Tenants pro rate share of such taxes shall be passed on to, and included in the bill of, and paid by, Tenant to Owner.

9. In consideration of Landlord agreeing and entering into this Modification with Tenant, it is expressly understood by the Tenant that any and all rental arrears and additional rent due the Landlord prior to the commencement date hereof, must be satisfied in order for the Modification to take effect.
10. Cleaning/Maintenance. Tenant acknowledges that they are responsible to clean and maintain common area hallways and lavatory facilities, along with other tenants on the 2nd floor. If the lavatory facilities are wholly within the demised premises, then the

Handwritten initials or signature, possibly "W" and "PO" or similar, in the bottom right corner.

cleaning and maintenance thereof shall be at the tenant's own cost and expense, without contribution. If there is a common lavatory or multiple lavatories on the floor in the common area hallway, then said facilities shall be considered common to all tenants on the floor, and are the responsibility of all tenants on the floor to clean and maintain. Landlord reserves the right, during the term of this lease or any extensions thereof, to engage the services of a professional cleaning service to clean and maintain the common areas and bathroom facilities on tenant's floor, including providing necessary toiletry articles, and bill tenant for such service on a monthly or annual basis, plus an administrative fee. Said charge shall be construed as additional rent to be paid as and when billed to tenant.

11. 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.



12. Pets. No dogs or cats shall be permitted in the premises at any time, except by express permission of the Landlord, which permission may be granted or revoked at any time and for whatever reason. Service animals, as defined by the Americans With Disability Act shall be permitted. The harboring of an animal in the premises, without express permission, shall constitute a nuisance and material breach of Lease.
13. Extermination. It shall be the responsibility of Tenant to make sure their premises are kept in a clean, orderly fashion so as to control and/or eliminate all rodents, insects, roaches, etc. from the premises. Landlord shall have the right to require reasonable pest eradication treatments, as necessary under the circumstances, to ensure control or eradication of the infestation so as to protect Tenant's space as well as other tenants in the building. Failure to adhere to an extermination request by the Landlord shall constitute a nuisance and material breach of this lease.
14. Events. In the event Tenant wishes to host an event at its premises for persons in excess of 10 (excluding regular full or part-time employees of Tenant), Tenant must secure the permission from Landlord to host such



an event, and fill-out the necessary form(s) to be provided by Landlord and to be returned to Landlord prior to said event. Among required items, if applicable, Tenant shall be obligated to provide a security person at the site to ensure the safety of Tenant's guests as well as the premises and building.

15. Garbage. Tenant agrees that it will contract for their trash removal with an independent carter. Tenant may not throw their refuse in hallway or building trash containers or containers belonging to other tenants. Landlord reserves the right to request from Tenant their contract or other satisfactory evidence to Landlord that Tenant's trash is being removed. If satisfactory proof is not provided to Landlord within five (5) days of Landlord's request, Landlord shall have the right to contract with a carter on Tenant's behalf and bill tenant the cost of trash removal, plus a \$35.00 per month administrative fee, both of which shall constitute additional rent. At any time, Landlord reserves the right to require all tenants to use a designated carting company of Landlord's choice. Landlord may then bill the tenants for the cost of such garbage removal, plus an administrative fee, and any other costs associated. NOTE: NYC requires



business to recycle their waste (metal, plastic, beverage cartons, paper, cardboard). Recycled items should be placed in clear plastic bags. Non-compliance by a Tenant shall constitute a breach of lease. Furthermore, in the event a Tenant is assessed a fine for non-compliance, it shall be the sole responsibility of the Tenant to satisfy same. If the Owner pays the fine, the amount of the fine plus an administrative fee of \$250.00 shall be added to Tenant's bill and shall constitute additional rent.

16. Termination. In the event that Owner decides to convert the usage of the Demised Premises from the existing commercial usage to residential usage Owner shall have the right to cancel this lease upon 180 days written notice to Tenant.
17. Notwithstanding the Use of Premises Clause in your original Lease document, the Tenant warrants and represents the Premises shall only be utilized for any lawful commercial, non-residential purpose. Landlord does not warrant nor represent Tenant's usage is allowable under the current Certificate of Occupancy, if one exists for the demised premises or building.
18. Notwithstanding paragraph 32 of this Lease, Landlord shall have sixty (60) days upon which to return



Tenant's security deposit, or any portion remaining therein, upon Tenant's delivery of the Demised Premises to Landlord and its satisfactory compliance with the terms and conditions contained in this Lease.

19. Notwithstanding anything herein to the contrary, it is expressly understood and agreed by Tenant that in the event the Owner has not received any payment, inclusive of rent and/or additional rent due under this lease within fifteen (15) days from the due date, or in the event that the Tenant fails to comply with any nonmonetary obligation set forth in this Lease beyond all applicable grace periods, the Owner shall have the right to charge the Tenant's the sum of \$250.00 or five (5%) of all sums past due, whichever is greater, as liquidated damages for such failure to timely comply. In accordance with Article 19 of your Lease, you will be charged (\$250.00) dollars as additional rent, for service of a statutory three (3) day Notice of Default. To save this fee, rent must be received prior to the 15th of each month. In the event Tenant's check is dishonored by Landlord's bank due to insufficient funds, Tenant shall be responsible for a \$100.00 fee each time, which fee shall constitute additional rent. Landlord reserves the right to demand



certified or bank funds in payment of rent if Tenant "bounces" three (3) checks in any rental year. Owner reserves the right to have Tenant pay its fixed monthly rent and any additional monthly rent due via on line payment by ACH transfer to Owner's portal, or any other reasonable means determined by the Owner. In the event Tenant does not comply, Tenant shall be subject to an administrative fee for each occurrence of payment by any other method.

20. Tenant shall promptly obtain and keep in full force and effect during the term of this lease and any and all extensions thereto, at its own cost and expense, Commercial General Liability coverage with a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate naming Owner as an additional insured against any and all claims for personal injury, death or property damage occurring in, upon, adjacent to, or connected with the demised premises or any part thereof. Coverage for Damage to Rented Premises to be obtained with a minimum limit of \$100,000 per occurrence. In the event that such insurance coverage is not available, then Tenant may substitute for the foregoing similar insurance coverage in the maximum amount obtainable. Said insurance is to be written by



insurance companies of recognized standing, authorized to do business in the State of New York with an A. M. Best rating of "A-" or better. Tenant shall deliver to Owner a "Certificate of Insurance" within five (5) days prior to the commencement date of the term of this Lease. Tenant shall pay all premiums and charges therefor and upon failure to do so Owner may, but shall not be obligated to make such payments, in which event Tenant agrees to pay the amount thereof to Owner on demand, as additional Rent. Such policies shall contain a provision that no act or omission of Tenant will affect or limit the obligation of the insurance company to pay the amount of any loss sustained and shall be non-cancelable except upon thirty (30) days' advance written notice to Owner. In the event Tenant shall fail to obtain such insurance, Owner may, but shall not be obligated to, obtain the same, in which event the amount of the premium paid shall be paid by Tenant to Owner upon demand as additional Rent. Owner shall have the right at any time and from time to time during the term of this lease on not less than fifteen (15) days' notice to Tenant to require that Tenant increase the amounts and/or types of coverage required to be maintained under this Article to the amounts



and/or types of coverage then required of Tenants entering into new leases for similar space and usage in the Chelsea area.

Tenant shall deliver to Owner a "Certificate of Insurance" within five (5) days prior to the commencement date of the term of this Lease and a copy of the actual policy which demonstrates that the insurance company acknowledges that the Owner is in fact an additional insured. Failure to so provide Owner with these documents and maintain such insurance shall be deemed a MATERIAL DEFAULT. In addition thereto, in the event the Certificate of Insurance is not received by Owner within the required time, there shall be an assessment of \$500.00 per month (or any portion thereof) until same is received, which charge shall be and constitute additional rent.

21. Except for the above terms, no other provisions of Lease shall be deemed modified and/or changed in any way, and all of the terms contained therein shall continue in full force and effect throughout the term of said lease.
22. This agreement may not be modified orally and constitutes the entire agreement as between the parties.



23. 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 2017


150 WEST 28TH STREET LLC

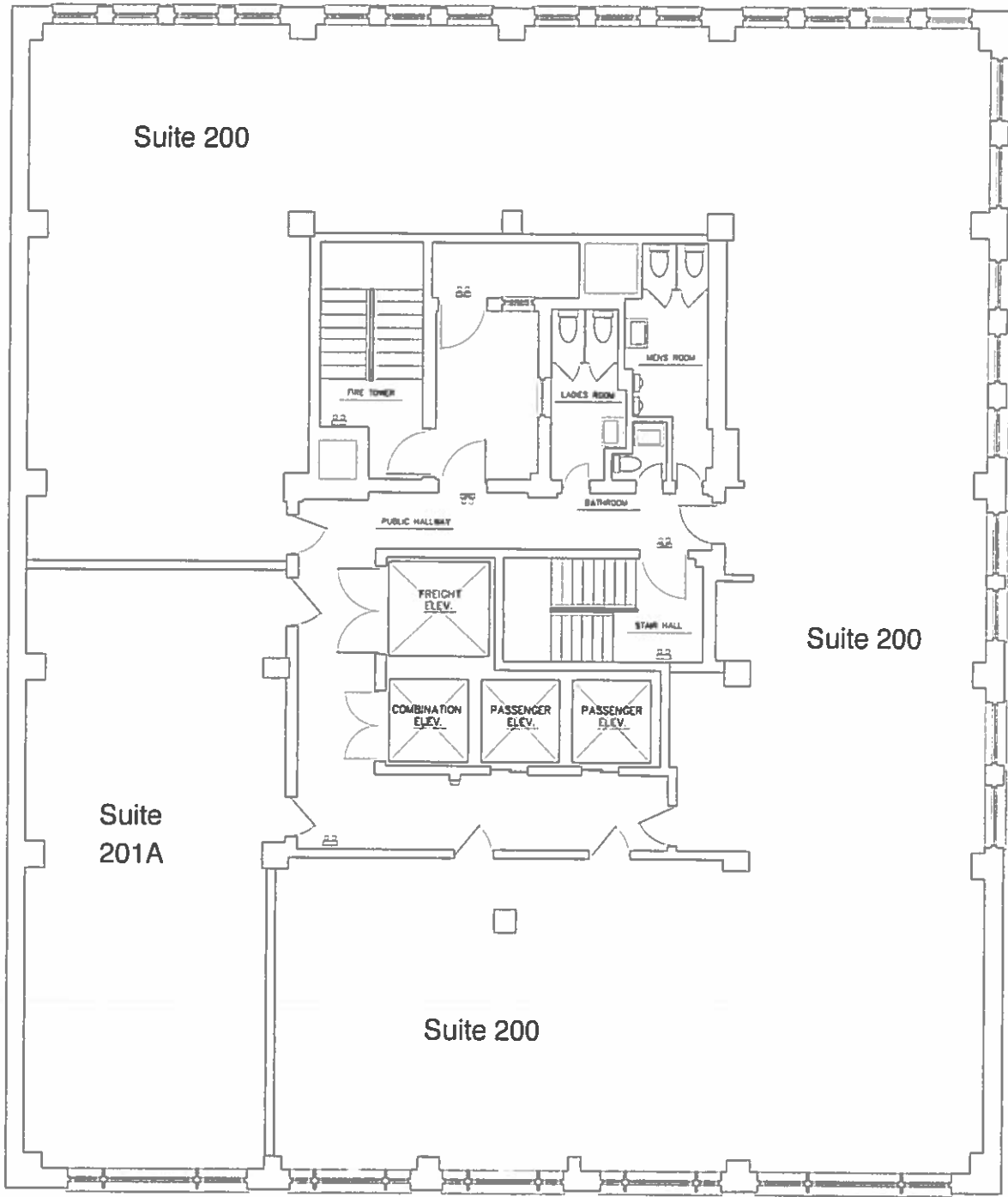
GRADIENT EXPERIENTIAL, LLC

BY:


Richard Angel
General Manager 10.11.17

BY:


~~Anthony Coppens~~
Pauline Oudin
Managing Director



SECOND FLOOR PLAN - 150 West 28th Street

Handwritten initials/signature