



AGREEMENT OF LEASE, made as of this 20th day of April 2007 between AH Root Building, LLC (hereinafter referred to as "Owner") and Tenant (hereinafter referred to as "You"),

By ACCEPTING this Lease, as provided below, You agree to lease a workspace at 2401 15<sup>th</sup> Street, suite 30, also known as "The Hive" on a month to month basis subject to the terms outlined below. You may commence occupancy on May 1st, 2007.

- 1) **RENT.** Anchor Plan \$349/Hotdesk Plan \$199/Nights and Weekends Plan \$129 per month payable in advance. Rent will automatically be charged monthly on your anniversary date until cancelled by you.
- 2) **OCCUPANCY.** You shall use and occupy the Office for business purposes only.
- 3) **PETS.** No are allowed into the building or workspace unless you have a special need for visual assistance.
- 4) **ALTERATIONS.** You shall make no permanent changes in or to the Office without Owner's prior written consent.
- 5) **MAINTENANCE AND REPAIRS.** Take good care of the Office because You shall be responsible for all damage or injury to it or any other part of the building caused by You, your employees, agents or guests.
- 6) **COMPLIANCE WITH LAW.** You agree to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards and any direction of any public officer pursuant to law, with respect to your use of the Office.
- 7) **SUBORDINATION.** This Lease is subject and subordinate to all mortgages that may now or hereafter affect the real property at which the Office is located.
- 8) **PROPERTY LOSS or DAMAGE.** Owner or its agents shall not be liable for any damage to your property. You are advised to obtain insurance covering any such loss or damage to your property by theft or otherwise.
- 9) **ASSIGNMENT.** You cannot assign this Lease or sublet the Office
- 10) **ACCESS TO PREMISES.** Owner shall have the right (but shall not be obligated) to enter the Office in any emergency or at any other reasonable times, to examine the same and to make such repairs, replacements, and improvements as Owner may elect to perform.
- 11) **DEFAULT.** If You fail to timely pay the rent or otherwise violate the terms of this Lease you will be in Default. Owner may, but is not obligated to, give you notice of any Default by posting a notice on the Office door.
- 12) **REMEDIES OF OWNER.** In case of Default, Owner may lock you out of the Office, re-lease it to someone else, remove and store (at your expense) all personal property left in the Office or sue You for damages or other relief. If Owner is obligated to hire an attorney in connection with any Default, You agree to be responsible for any fees or costs incurred by such attorney.
- 13) **END OF TERM.** Either Owner or You may terminate this Lease upon two week's written notice. Upon termination, You shall vacate the Office, leaving it clean and in good order condition
- 14) **SERVICES PROVIDED BY OWNERS.** As long as You are not in Default, Owners shall provide:
  - (a) Necessary elevator facilities 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. and have one elevator subject to call at all other times;
  - (b) Heat and air conditioning to the Office when and as required by law, 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.;

- (c) Water for ordinary lavatory purposes; and
- (d) Cleaning service for the building and the office but, except for trash removal, not for your work surface.

15) **RULES AND REGULATIONS.** You agree to comply with, the Rules and Regulations of the building as Owner may adopt from time to time.

You shall be deemed to have executed this Lease by emailing your acceptance of the same and by tendering the first month's rent.

## APPENDIX A

### RULES AND REGULATIONS

- 1) Tenant shall not place anything, or allow anything to be placed, in the common areas, in any, or near the glass or any window, door, partition or wall which may in Landlord's judgment, appear unsightly from the common areas or from the outside of the Building.
- 2) The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Tenant or used by Tenant for any purposes other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public and Landlord shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgment of the Landlord, reasonably exercised, shall be prejudicial to the safety, character, reputation and interests of the Building. Neither Tenant nor any employees or invitees of any tenant shall go upon the roof of the Building.
- 3) The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purposes other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and to the extent caused by Tenant or its employees or invitees, the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be born by Tenant.
- 4) Tenant shall not cause any unnecessary janitorial labor or services by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness.
- 5) No cooking shall be done or permitted by Tenant on the Premises, nor shall the Premises be used for lodging (the use of a coffee maker and microwave are permitted uses in the building).
- 6) Tenant shall not bring upon, use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.
- 7) Landlord shall have sole power to direct electricians to where and how telephone and other wires are to be introduced. No boring or cutting for wires is to be allowed without the consent of Landlord. The locations of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.
- 8) Upon the termination of the tenancy, Tenant shall deliver to Landlord all keys and passes for offices, room, parking lot and toilet rooms which shall have been furnished Tenant. In the event of the loss of any keys so furnished, Tenant shall pay Landlord therefore. Tenant shall not make: or cause to be made, any such keys and shall order all such keys solely from Landlord and shall pay Landlord for any additional such keys over and above the two sets of keys furnished by Landlord.
- 9) Tenant shall not install linoleum, tile, carpet or other floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Landlord.
- 10) No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevator, except between such hours and in such elevator as shall be designated by Landlord.
- 11) Tenant shall cause all doors to the Premises to be closed and securely locked before leaving the Building at the end of the day.
- 12) Without the prior written consent of Landlord, Tenant shall not use the name of the Building or any picture of the Building in connection with, or in promoting or advertising the business of Tenant, except Tenant may use the address of the Building as the address of its business.
- 13) Tenant shall cooperate fully with Landlord to assure the most effective operation of the Premises' or the Building's heat and air conditioning, and shall refrain from attempting to adjust any controls. Tenant shall keep corridor doors closed.
- 14) Except for Landlord's gross negligence, Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.
- 15) Except with the prior written consent of the Landlord, Tenant shall not sell or cause to be sold any items or services at retail in or from the Premises, nor shall Tenant carry on or permit or allow any employee or person to carry on the business of machine copying, stenography, typewriting or similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building without written consent of the Landlord.
- 16) Tenant shall not conduct any auction nor permit any fire or bankruptcy sale to be held on the Premises, nor store goods, wares or merchandise on the Premises. Tenant shall not allow any vending machines on the Premises without Landlord's prior consent.
- 17) All freight must be moved into, within and out of the Building under the supervision of Landlord and according to such regulation as may be posted in the Building Manager's office. All moving of furniture or equipment into or out of the Building by Tenant shall be done at such time and in such manner as directed by Landlord or its agent. In no cases shall items of freight, furniture, fixtures or equipment be moved into

or out of the Building or in any elevator during such hours as are normal, considered rush hours to an office building; i.e., 7:30 9:30 A.M., 11:00 A.M. 1:00 P.M. and 4:00 6:30 P.M.

- 18) On Sundays, federally observed holidays and on other days during certain hours for which the Building may be closed after normal business hours, access to the Building or to halls, corridors, elevators, stairwells will be controlled by Landlord through the use of the card key system. This system will verify of any and all persons seeking access to the Building through the use of proper identification to determine if they have rights access to the Premises. The Landlord shall; in no case, be liable for damages wherein admission to the Building has not been granted during abnormal hours by reason of a tenant failing to properly identify himself through the use of a card-key, or through the failure of the Building to be unlocked and open for access by Tenant, Tenant's employees and general public. Nothing contained herein shall obligate Landlord to provide such card key system or to make Landlord liable for any act or omission or failure of such system and the card keys which may be provided.
- 19) Tenant shall not change locks or install other locks on doors without the prior written consent of Landlord.
- 20) Tenant shall give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures or heating apparatus reasonably known to Tenant so the same may be attended to properly.
- 21) No safes or other objects larger or heavier than the freight elevators of the Building are limited to carry shall be brought into or installed on the demised Premises. Landlord shall have the power to prescribe the weight and position of such safes or other objects which shall, if considered necessary by Landlord, be required to be supported by such additional materials placed on the floor as Landlord may direct, and at the expense of Tenant. In no event can these items exceed a weight for which the floor is designed.
- 22) Internet Policy: Wireless access to The Internet is provided during your tenancy. Service interruptions, if they occur, will be handled as promptly as possible. The Owners are not responsible for any data, business or other losses as a result of such interruptions. You are responsible to protect your own computer and data from electrical surges, theft, virus, or other malicious attack. Unless otherwise set forth by us in writing, you are receiving a single user account solely for your use of the Service through one unit per login session. You agree not to resell any aspect of the Service, whether for profit or otherwise, share your IP address or ISP Internet connection with anyone, access the Service simultaneously through multiple units or to authorize any other individual or entity to use the Service. You agree that sharing the Service with another party breaches the Agreement and may constitute fraud or theft, for which we reserve all rights and remedies. You have no proprietary or ownership rights to a specific IP or other address, log-in name, or password that you use on our network. We may change your address, log-in name or password at any time. We will assign you an IP address each time you access the Service, and it will vary. You may not assign your log-in name, password or IP address to any other person. You agree not to use the Service, The Hive network or website for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to our business, reputation, employees, subscribers, facilities, or to any person. Improper uses include, but are not limited to: a. violating any applicable law or regulation; b. Posting or transmitting content you do not have the right to post or transmit; c. Posting or transmitting content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right; d. Posting or transmitting content that is unlawful, untrue, stalking, harassing, libelous, defamatory, abusive, tortious, threatening, obscene, hateful, abusive, harmful or otherwise objectionable as determined in our sole discretion; e. Attempting to intercept, collect or store data about third parties without their knowledge or consent; f. Deleting, tampering with or revising any material posted by any other person or entity; g. Accessing, tampering with or using non-public areas of the Service or any Hive website or The Hive's computer systems and network; h. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; i. Attempting to access or search the Service or any Hive network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by us or other generally available third party web browser; j. Sending unsolicited messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail" or "junk mail"; k. Using the Service or any Hive website to send altered, deceptive or false source-identifying information; l. Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service or any Hive website; m. Interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Service or any Hive website, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service or any Hive website; or n. Impersonating or misrepresenting your affiliation with any person or entity. If we suspect violations of any of the above, we will investigate and we may institute legal action, immediately deactivate Service to any account without prior notice to you, and cooperate with law enforcement authorities in bringing legal proceedings against violators. You agree to reasonably cooperate with us in investigating suspected violations. If we suspect violations of any of the above, we will investigate and, where appropriate, we may institute legal action, immediately deactivate Service to any account without prior notice to you, and cooperate with law enforcement authorities in bringing legal proceedings against violators. You agree to reasonably cooperate with us in investigating suspected violations.