

SMALL SPACE USE AGREEMENT

This **SMALL SPACE USE AGREEMENT** (this "Agreement") is made this 9th day of July, 2019 (the "Effective Date") by and between **BUILDING BOK, L.P.**, a Pennsylvania limited partnership ("Owner") and **APOSTROPHE TECHNOLOGIES, INC.**, a Delaware corporation ("User").

WITNESSETH:

In consideration of the covenants and provisions contained in this Agreement, and intending to be legally bound, the parties agree as follows:

1. USE OF SPACE; TERM.

(a) User may use that certain space within Room 418 known as 418B, agreed to consist of approximately 182 square feet, within that certain building owed by Owner and known as BOK, located at 1901 South 9th Street, Philadelphia, PA 19148 (the "Property") as more particularly depicted on **Exhibit A** attached hereto and made a part hereof (the "Premises") on a month-to-month basis beginning on July 15th, 2019 as and for an office space (the "Permitted Use") and for no other purpose.

(b) Owner shall have the right to establish and amend, from time to time, reasonable rules and regulations, for the general safety, care, convenience and cleanliness of the Property. Such rules and regulations shall be part of this Agreement and User shall be bound by them.

(c) User shall have no right to assign User's rights hereunder or sublet any portion of the Premises.

(d) Either party may terminate this Agreement effective thirty (30) days after written notice from one party to the other party. Notwithstanding the foregoing, if this Agreement is not sooner terminated, it shall expire absolutely and without notice at midnight on the day prior to the day which is the twenty-ninth (29th) anniversary of the Commencement Date (the "Absolute Expiration Date").

2. RENT.

(a) User shall pay to Owner a use fee in the amount of \$375.00 per month ("Rent"), for use of the Premises, without notice or demand, in advance on the first day of each calendar month, without set-off or deduction. Owner will not accept cash payment for Rent. Rent must be paid by check or money order or electronic payment via Appfolio.

(b) In order partially to compensate Owner for the extra expense incurred in the handling of delinquent payments, User shall pay Owner as additional rent a late charge equal to five percent (5%) of each installment of Rent not paid within ten (10) days after its due date.

(c) Electricity and basic wifi service, with a shared wifi network, shall be provided by Owner and shall be included in the Rent. Should User require more wifi bandwidth and/or a more secure, private wifi network, User shall arrange for, and pay directly to Comcast, all charges for wifi used, consumed in or servicing the Premises. Installation of individual accounts must meet building alterations standards and requirements.

(d) User shall have access to the Property's mailroom and shared use of the USPS mailbox for the Premises.

(e) User shall have non-exclusive right to use and enjoy the common Meeting Room within Rooms 417 and 418 (more particularly depicted on **Exhibit A**). Use, management and cleaning of the Meeting Room shall be coordinated by and between Users. Owner is not liable for any damage to or theft of User's property in this area.

(f) Heat shall be provided by the Owner from mid-October to mid-April, Monday-Friday from 8AM to 8PM and Saturday from 10AM to 5PM. In the event of freezing temperatures outside of these months, the heating system will be turned on to prevent pipes from freezing. Heat shall be included in the Rent. Remote controls for dual window air conditioning and heating units shall be located in the common area of the Premises and shall be shared by all Users of the Premises.

3. INSURANCE. Prior to accessing the Premises, User shall provide to Owner a certificate or certificates of general liability insurance, in amounts deemed commercially adequate and reasonable by Owner, naming Owner an additional insured, and covering all of User's activities on the Premises. In addition, User shall obtain and maintain any insurance User

deems necessary in order to protect and cover User's personal property kept at the Premises. Owner shall have no obligation or liability in connection with loss or damage to User's personal property no matter what the cause of such loss or damage may be.

4. **INDEMNITY.** User waives, releases and forever discharges Owner and its officers, partners, members, employees and agents, from all liability or responsibility to User or anyone claiming by, through or under User, by way of subrogation or otherwise, for any injury to persons (including death) and loss or damage to property even if such injury (including death), loss or damage shall have been caused by the fault or negligence of Owner, or anyone for whom Owner may be responsible. User certifies that the insurance policies carried by User will include a waiver of the insurer's right of subrogation against Owner.

5. **MAINTENANCE/REPAIR; NO ALTERATIONS.**

(a) User shall keep the Premises clean and sanitary, remove all refuse, trash, recycling and debris from the Premises, and place it in the location designated by Owner who will provide a trash and recycling removal service, at Owner's expense, to dispose of such refuse, trash, recycling, and debris so long as that does not exceed normal office use.

(b) User shall help keep the common hallway areas within Room 418 clean and sanitary.

(c) User shall make no alterations or additions to the Premises.

(d) User shall not cover the glazed doors to the Premises, if any, with curtains or any other material except on an occasional and temporary basis in the case of confidential activity of which Owner has been advised in advance.

(e) User shall reimburse Owner, upon demand, for the repair of all damage or injury to the Property including replacements, if necessary, caused by User or its employees, agents, invitees, licensees, or contractors.

6. **SIGNS.** Owner, at its sole cost and expense, shall provide User with small space-standard signage identifying User's business at the Premises. User shall not install any other signage.

7. **COMPLIANCE WITH LAW.** User shall: (a) observe and comply in all material respects with all statutes, laws, ordinances, notices, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof (collectively the "Laws"), relating to the Premises, and (b) obtain and maintain all licenses, consents and permits necessary for the lawful use of the Premises for the Permitted Use, and (c) promptly forward to Owner any Use and Occupancy Tax assessed by the City of Philadelphia as a result of User's occupancy of the Premises, and (d) provide information which is required for Owner's compliance with employment and demographic requirements of its economic development financing. On or before the Commencement Date of this Agreement and on or before the first day of October and the first day of April of each year during the Term, Owner shall send to User and User shall complete a form to provide information and documentation requested by the Owner therein. In addition, if User is a non-profit organization, User shall provide User's IRS non-profit designation letter to Owner at or before execution of this Agreement.

8. **OWNER ACCESS.** Owner may enter and inspect the Premises and every part thereof, exhibit the Premises to prospective purchasers and/or tenants and/or mortgage lenders and/or make repairs, alterations and additions to the Property.

9. **DEFAULT; REMEDIES.**

(a) An "Event of Default" shall occur if: (a) User fails to pay Rent or any other sum within ten (10) days of the date due except that such ten (10) days grace shall be given only twice in a twelve (12) month period, (b) User fails to observe or perform any of User's other obligations herein contained, (c) User makes an assignment for the benefit of creditors, (d) User files a petition or commences any proceeding under any bankruptcy or insolvency law, (e) User is adjudicated a bankrupt, (f) a petition is filed or any proceeding is commenced against User under any bankruptcy or insolvency law and is not dismissed within sixty (60) days, (g) a receiver or other official is appointed for User or for a substantial part of User's assets or for User's interest in this Agreement, and/or (h) any attachment or execution is filed or levied against a substantial part of User's assets or User's interest in this Agreement or any of User's property in the Premises.

(b) If an Event of Default occurs, Owner may immediately terminate this Agreement, evict User and recover possession of the Premises, relet the Premises, collect from User overdue Rent and other amounts due hereunder and exercise any other rights and remedies available to Owner at law and in equity all of which shall be cumulative and concurrent. Neither the termination of this Agreement, nor the taking or recovering of possession of the Premises shall deprive Owner of any remedies or actions against User for Rent or for damages, nor shall the bringing of any action for Rent or for damages, nor the

resort to any other remedy for the recovery of Rent or damages, be construed as a waiver or release of the right to obtain possession.

10. **SUBORDINATION; NON-DISTURBANCE.** This Agreement is subject and subordinate to all mortgages and other encumbrances now or hereafter placed upon the Premises by Owner without the necessity of any further instrument or act on the part of User to effectuate such subordination. Notwithstanding the foregoing, User shall from time to time execute and deliver within five (5) days after written request of Owner or Owner's mortgagee, recordable instruments evidencing such subordination and User's agreement to attorn to the holder of such mortgage or other encumbrance.

11. **USER'S CERTIFICATES.** User shall, from time to time, within five (5) days after receipt of Owner's request, execute, acknowledge, and deliver to Owner a recordable written instrument certifying that this Agreement is unmodified and in full effect (or if there have been modifications, that it is in effect as modified and stating the modifications), the dates to which Rent and other charges have been paid by User, whether or not Owner is in default of any of its obligations hereunder, and any other matters which Owner may reasonably request. User agrees that such statement may be relied upon by Owner and any mortgagee, purchaser or assignee of Owner's interest in this Agreement, the Property and/or the Premises.

12. **ACCEPTANCE; SURRENDER.** By entry and possession of the Premises, User hereby acknowledges that User has examined the Premises and accepts the same in their "as is" and "where is" condition. User shall promptly after termination or expiration of this Agreement surrender the Premises in good order and condition excepting only reasonable wear and tear.

13. **HOLDING OVER.** If User holds over in the Premises without Owner's prior written consent after this Agreement terminates or expires, User shall pay Owner, as partial compensation for such unlawful retention, an amount calculated on a per diem basis for each day of such continued unlawful retention, equal to one hundred fifty percent (150%) of the Rent for the time User thus remains in possession. Such payments for unlawful retention shall not limit any rights or remedies of Owner resulting by reason of the wrongful holding over by User or create any right in User to continue in possession of the Premises.

14. **OWNER'S INTEREST.**

(a) If Owner's interest or estate in the Premises shall terminate for any reason whatsoever, then, in such event, Owner shall be released and relieved from all liability and responsibility thereafter accruing to User.

(b) User shall attorn to and recognize a successor owner under this Agreement and shall promptly execute, acknowledge and deliver any instrument that such successor owner may reasonably request to evidence such attornment.

(c) Owner shall have no personal liability hereunder. In the event of non-compliance by Owner with any terms, covenants or conditions under this Agreement, User shall look solely to Owner's equity in the Premises for the satisfaction of any remedies obtained by User in connection therewith.

15. **NOTICES.**

(a) Written. All notices, demands, requests or other communications from one party to the other required or permitted under the terms of this Agreement (each a "Notice") shall be in writing and shall be sent to the parties at the following respective addresses unless and until otherwise specified in a written notice given in accordance with this Section 15:

If intended for Owner:
Building Bok, LP
Attention: Lindsey Scannapieco
1901 South 9th Street
Bok Room 3H
Philadelphia, PA 19148

If intended for User:
Apostrophe Technologies, Inc.
1168 E. Passyunk Avenue
Philadelphia, PA 19147

(b) Notices may be given on behalf of any party by its legal counsel.

(c) Each Notice shall be given (i) by personal hand delivery, or (ii) by a nationally recognized overnight courier service for next business day delivery.

(d) Each Notice shall be deemed to have been given and received upon the earlier of (i) actual receipt or refusal by the addressee, or (ii) deposit thereof with the courier if sent pursuant to clause (ii) of Section 14(c).

16. **SECURITY DEPOSIT.** User shall pay Owner the sum of \$375.00 upon execution of this Agreement (the "Security Deposit"). Owner will hold the Security Deposit in a non-interest-bearing account as security for the performance by User of all its obligations under this Agreement. The Security Deposit shall be returned to User within forty-five (45) days after this Agreement terminates or expires provided that User has satisfied all of its obligations under this Agreement and shall have delivered the Premises back to Owner in the condition required by this Agreement.

17. **KEYS; SECURITY.**

(a) Owner shall provide two (2) fob to the Property, one (1) key to the doors leading to the Premises, the access code to the Premises, and one (1) key to the shared USPS mailbox for the Premises to User prior to or on the Commencement Date. Neither the fob nor key may be copied and shall be returned to Owner at the end of the Term. If a replacement fob or key is required by User, User shall request same from Owner who shall supply the replacement fob and/or key upon payment by User of \$50.00 for each replacement fob or key.

(b) User shall close and lock the doors to the Building after User enters the Building and shall close and lock the doors to both the Premises and the Building when User leaves the Premises and the Building. User shall direct all persons admitted to the Premises by User to do the same.

(c) User shall be solely liable for the acts and omissions of all persons that enter the Building by User's invitation or due to User's negligent or intentional acts or omissions. User shall direct all such persons that they may access only the Premises and that portion of the Common Area necessary for the quiet enjoyment of the Premises, and User shall advise such persons that access to the remainder of the Building is prohibited by this Agreement.

18. **PROHIBITED USE.**

(a) During the term of this Agreement, User, and any permitted subtenants, will not engage in any Prohibited Use. As used herein, "Prohibited Use" means any of the following: (a) the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises; (b) the rental of Residential Rental Property. As used herein, the term "Residential Rental Property" has the meaning given in Section 168(e)(2)(A) of the Code, and includes any building or structure if eighty percent (80%) or more of the gross rental income from such building or structure for the taxable year is rental income from "dwelling units." For such purpose, a "dwelling unit" means a house or apartment used to provide living accommodations in a building or structure, but does not include a unit in a hotel, motel, or other establishment more than one half (1/2) of the units in which are used on a transient basis. If any portion of the building or structure is occupied by the taxpayer, the gross rental income for such building or structure includes the rental value of the portion so occupied. User further agrees that any permitted sublease by User of any portion of the leased premises shall include a provision expressly prohibiting such subtenant from engaging in any Prohibited Use.

(b) User acknowledges that the Building is currently financed with loans utilizing New Markets Tax Credits. User shall provide Owner with such information and reports as Owner may reasonably require in order for Owner to comply with its reporting obligations under such loans.

19. **LEAD PAINT DISCLOSURE.** USER IS HEREBY NOTIFIED THAT THE BUILDING OF WHICH THE PREMISES IS A PART WAS BUILT PRIOR TO 1978. ACCORDINGLY, THE BUILDING MOST LIKELY CONTAINS SURFACES PAINTED WITH LEAD-BASED PAINT. EXPOSURE TO LEAD PAINT HAS BEEN PROVEN TO POSE A RISK TO YOUNG CHILDREN OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING

DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES RISK TO PREGNANT WOMEN.

IF YOUNG CHILDREN AND/OR PREGNANT WOMEN ARE INTENDED TO BE FREQUENTLY OCCUPYING THE PREMISES, USER SHOULD CONSIDER A RISK ASSESSMENT OR INSPECTION OF THE PREMISES FOR POSSIBLE LEAD-BASED PAINT HAZARDS PRIOR TO SIGNING THE AGREEMENT.

20. **MISCELLANEOUS.**

(a) Captions/Headings. The captions and headings in this Agreement are inserted for convenience of reference only. They form no part of this Agreement and shall not affect its interpretation.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.

(c) Entire Agreement; Governing Law. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior or other negotiations, representations, understandings and agreements of, by or among the parties, express or implied, oral or written, which are fully merged herein. The express terms of this Agreement control and supersede any course of performance and/or customary practice inconsistent with any such terms. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement unless such agreement is in writing and signed by the party against whom enforcement of such change, modification, discharge or abandonment is sought. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of both Owner and User. In addition, execution of this Agreement by facsimile, email, .pdf or other methods of electronic signature shall be considered an original for all purposes.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON NEXT PAGE.



IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement as a sealed instrument as of the day and year first above written.

WITNESS:

BUILDING BOK, L.P., by its general partner, Building Bok GP, LLC, by its sole member, Scout Urban, LLC

By: 
Lindsey Scannapieco
Managing Member

USER:
APOSTROPHE TECHNOLOGIES, INC.

By: 
Alex Gilbert
CEO
By: 
Stuart Romanek
Director of Product Design

FLOOR PLAN OF THE PREMISES

