

STATE OF OHIO, COUNTY OF HAMILTON

THIS LEASE AGREEMENT is entered into this 29 day of February, 2016, by and between the Lessor and Lessee hereinafter named. The following definitions and basic provisions shall be construed in conjunction with and limited by the reference:

1. "Lessor": N&E Properties, located at 2815 Spring Grove Avenue, Cincinnati, Ohio 45225.
2. "Lessee": Sad Bee Inc. d/b/a Hivel3, Located at 2929 Spring Grove Avenue, Cincinnati, Ohio 45225.
3. "Premises ": Approximately six hundred (600) square feet on floor 1, commonly known as *The Anchor Building*, located at 2929 Spring Grove Avenue, Cincinnati, Ohio 45225.
4. "Lease Term": A period of twelve (12) months commencing on February 29, 2016 and ending on February 28, 2017.
5. "Base Monthly Rent": The sum of two hundred fifty U.S. Dollars (\$250).
6. "Total Aggregate Monthly Rent": Two hundred fifty U.S. Dollars (\$250) due and payable on or before the first day of each calendar month, payable to N&E Properties, 2815 Spring Grove Ave, Cincinnati, Ohio 45225.
7. "Prepaid Rental": Two hundred and fifty U.S. Dollars (\$250) representing payment of the Base Monthly Rent for the first month of the Lease Term.
8. "Security Deposit": Two hundred and fifty U.S. Dollars (\$250)

GRANTING CLAUSE. In consideration of the obligation of Lessee to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby takes from Lessor, the Premises for the Lease Term specified upon the terms, covenants, and conditions set forth in this Lease. This Lease is conditioned upon faithful performance by Lessee of the following agreements, covenants, rules and regulations, herein set out and agreed to by Lessee.

PAYMENTS.

1. Lessee shall pay to Lessor all rents and sums required to be paid under this Lease without demand at the times and in the manner provided. The obligation of the Lessee to pay rent is an independent covenant, and no act or circumstance, whether constituting breach of any covenant by Lessor or not, shall release Lessee of this obligation.

2. Utility Monthly Rate is subject to increased rates as applicable to market conditions as set forth by Lessor. Lessor is obligated to notify Lessee in writing of any Utility Monthly Rate increase within 30 days of the increase taking effect.
3. All payments, whether rent or other financial payments, should be paid to the order of N&E Properties, 2815 Spring Grove Ave., Cincinnati, OH 45225, on the 1st of each month. In the event payment is not received timely, Lessee will be considered in default.
4. In the event that any payment required to be paid under this Lease is not made within five (5) calendar days of when due, a service fee of five percent (5%) of the delinquent amount will be due and payable immediately to Lessor.

ASSIGNMENT OR SUBLETTING BY LESSEE. Lessee will not mortgage, assign, transfer or otherwise encumber this Lease, or allow same to be assigned by operation of law or otherwise, or sublet the Premises or any part thereof, without the prior written consent of Lessor. In the event Lessee should desire to assign this Lease or sublet all or part of the Premises, Lessee shall give Lessor not less than thirty (30) days prior written notice thereof requesting Lessor's approval and specifying in detail any and all terms of such assignment or sublease. Lessor reserves the right to cancel and terminate this Lease, in whole or in part, within sixty (60) days after receipt of such notice from Lessee.

In the event Lessor consents to an assignment or sublease of the Premises, which assignment or sublease results in rental payments in excess of the monthly payments due and owing under this Lease, such excess rental payments shall be deemed to be rental payments due and owing solely to Lessor. In no event shall any such assignment or sublease release Lessee from any obligation or liability under this Lease.

RIGHT OF FIRST REFUSAL. During the term of the Agreement, before Lessor may sell the Premises to a third party, Lessor shall first offer the Premises to Lessee on the same terms and conditions as are offered by the third party. Lessee shall have 30 days during which to accept said offer. If Lessee does not accept said offer within said period, Lessor shall be free to accept the third-party offer. If Lessor does not enter into an agreement with the third party on said terms and conditions and close the transaction within 90 days, Lessor's right to sell the Premises to the third party shall expire and the procedure described in this Section shall again be applicable.

INDEMNITY, LIABILITY, AND LOSS OR DAMAGE. Lessor shall not be liable to Lessee or Lessee's agents, employees, guests, invitees, or any person claiming by, through or under Lessee for any injury to person, loss or damage to property, or for loss or damage to business, occasioned by or through the acts or omissions of Lessor or any other person, or by any other cause whatsoever. To the extent Lessor is not prevented by law from contracting against such liability, Lessee shall indemnify Lessor, its principals, agents, beneficiaries, and employees and save them harmless from all suits, actions, damages, liabilities, and expenses in connection with the loss of life, bodily or

personal injury, or property damage arising from or out of any occurrence in, upon, at, or from the Premises.

MAINTENANCE AND REPAIR. Lessor shall, at Lessor's expense, perform all replacements and repairs necessary to maintain the exterior and common areas of the building in good repair and proper working order such as:

- load bearing walls,
- foundation,
- subflooring and other flooring surfaces.
- sidewalks and exterior doors
- roof surface and windows.
- downspouts and gutters.

Lessee, at Lessee's expense shall perform all repairs and replacements on all routine maintenance necessary to maintain the interior, non-structural components of the Premises and all major building systems in good repair and proper working condition, normal wear and tear excepted.

Lessee shall promptly report, in writing or via electronic means, to Lessor any defective known to Lessee that Lessor is required to repair.

All parties shall promptly perform all necessary maintenance and repairs in a good and workmanlike manner in compliance with all applicable laws.

In the event Lessor fails to make required repairs within a reasonable period of time Lessee shall have the right to make the necessary repair and deduct the actual, reasonable costs thereof from the next installment of rent then due.

LEGAL USE. Lessee will not occupy or use, nor permit any portion of the Premises to be occupied or used for any purpose other than specified in the Definitions and Basic Provisions portion of this Lease, not for any business or purpose which is unlawful in part or in whole or deemed to be disreputable or hazardous in any way.

Lessee will conduct its business and control its agents, employees, and invitees, in such a manner so as not to create any nuisance, interfere with, annoy, or disturb other tenants or Lessor. Lessee will maintain the Premises in a clean and healthful condition and comply with all laws, ordinances, orders, rules, and regulations with reference to the use of and the occupancy of the Premises.

Lessee shall not leave any vehicles, trailers, etc. overnight without permission of the Lessor. Lessee shall not be allowed a dumpster or other large trash containers to be stored on site without written permission of the Lessor.

INSURANCE. During the term of this Lease and any extension thereof, Lessee shall, at its own cost and expense, maintain and provide, if residing as a business, General Liability insurance

coverage, or if residing as a resident, General Renters insurance coverage. Lessor reserves the right to waive such a requirement, should the Lessees' intent of use for such Premises not demand insurance coverage. Such waiver of insurance coverage is to be signed off of here by Lessor or one of its agents.

Prior to Commencement Date of the Term of this Lease, Lessee shall furnish Lessor with certificates evidencing such coverage and shall state that such coverage may not be canceled by the insurer or Lessee without at least thirty (30) days prior to written notice.

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. Lessee shall not make alterations in or additions or improvements to the Premises without Lessor's prior written consent. Any said work, with written consent by Lessor, shall comply with all insurance requirements and with all applicable ordinances, regulations, and statutes of the jurisdictions in which the Premises are located. Said work shall not interfere with other lessees' use of their premises within the Project.

Lessor shall have the right at any time to alter, repair, or improve and portion of the Premises and the Building. Lessor and its representatives for any such purpose must give 48 hours advance notice of the scope and necessity of any work performed by Lessor via verbal, electronic, or written notice, except in the event of an emergency. Lessor shall give verbal or written notice for access of Premises, for any purpose, prior to entering upon Premises. Such requirement should be waived, shall Lessor feel an "emergency" situation has arisen and must immediately enter upon Premises.

Lessor, without advance notice to Lessee, is authorized to undertake any "temporary" corrective action as is necessary or prudent to abate the emergency until the Lessor can give the required notice to the Lessee of the "permanent" corrective action to be undertaken by the Lessor.

ATTORNEY FEES. In any legal action to enforce the terms hereof or relating to the premises, if the Lessor prevails, the Lessor shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

TERMINATION OF LEASE. Lessee is required to notify Lessor no less than sixty days (60) in advance of request for termination of Lease. Lessor is required to notify Lessee no less than thirty days (30) in advance of request for termination of Lease. Lessee shall at termination of this Lease, by lapse of time or otherwise, deliver up the Premises to Lessor in as good condition as at date of possession, ordinary wear and tear accepted. It is the responsibility of Lessee to restore the Premises to the condition that existed when Lessee first took possession if Lessor so requests.

This Lease supersedes all previous agreements, written or verbal, in regards to said Premises. All terms and conditions of Lease remain in full effect until Lease is terminated or a future Lease supersedes this current agreement.

LESSOR:

N & E PROPERTIES, LLC an Ohio Limited Liability Company

By:_____

Print Name:_____

Title:_____

LESSEE:

SAD BEE, INC. an Ohio corporation

By:_____

Print Name:_____

Title:_____

Guarantee

FOR VALUABLE CONSIDERATION, the undersigned guarantees performance by Tenant of all of the terms and conditions set forth in the foregoing Lease during its term and for a period of two years following its expiration, including, but not limited to, the prompt payment of all rents and other payments Tenant is obligated to make pursuant to the Lease.

Dated this _____ day of _____, 2016.

GUARANTOR:

Print Name: _____