Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

[X] Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. [ ]
Item 1.01 Entry into a Material Definitive Agreement.

On February 1, 2018, MassRoots, Inc. (the “Company”) entered into a Membership Agreement (the “Membership Agreement”) with WeWork pursuant to which the Company will lease offices located at 2420 17th Street, Office 3118, Denver, Colorado 80202 effective as of February 2, 2018. The term of the Membership Agreement is for one month which term shall automatically be renewed for successive one month terms unless terminated by either party. Pursuant to the terms of the Membership Agreement the Company will pay a fee of $1,360 per month for the leased premises.

The foregoing description of the Membership Agreement is a summary only and does not purport to set forth the complete terms of the Membership Agreement and is qualified in its entirety by reference to the Membership Agreement filed as Exhibit 10.1 to this Current Report on Form 8-K and is hereby incorporated by reference.

Item 1.02 Termination of a Material Definitive Agreement.

On February 2, 2018, the Company entered into a Settlement and Lease Termination Agreement (the “Agreement”) with Market Center Investors, LLC (the “Landlord”) with respect to the Company’s leased premises located at 1624 Market Street, Suite 201, Denver, Colorado 80202 (the “Leased Premises”). In December 2017, the Landlord commenced a legal action to recover possession of the Leased Premises in the District Court for the City and County of Denver, Colorado (the “Lawsuit”) for failure of the Company to make certain payments pursuant to the terms of its lease (the “Lease”) with the Landlord. Pursuant to the terms of the Agreement, the Company paid the Landlord $145,000 and surrendered to the Landlord any and all possessory interests and other rights in or to the Leased Premises. In addition, each party agreed to release and discharge the other party and its affiliated entities together with its directors, officers, members, managers, employees and agents from and against any and all claims, demands, causes of action and other liabilities arising under or relating to the Lease and a Stipulation for Dismissal with Prejudice was filed with respect to the Lawsuit.

The foregoing description of the Agreement is a summary only and does not purport to set forth the complete terms of the Agreement and is qualified in its entirety by reference to the Agreement filed as Exhibit 10.2 to this Current Report on Form 8-K and is hereby incorporated by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<table>
<thead>
<tr>
<th>Exhibit No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>Membership Agreement between the Company and WeWork dated February 1, 2018</td>
</tr>
<tr>
<td>10.2</td>
<td>Settlement and Lease Termination Agreement between the Company and Market Center Investors, LLC dated February 2, 2018</td>
</tr>
</tbody>
</table>
Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MassRoots, Inc.

Date: February 5, 2018

By: /s/ Isaac Dietrich
Isaac Dietrich
Chief Executive Officer
MEMBERSHIP AGREEMENT

Hi Glen Bonilla

Please review your Membership Details below.

If you have any questions or concerns, please don’t hesitate to reach out to us at lori@wework.com

PRIMARY MEMBER INFORMATION

MassRoots
Primary member: Glen Bonilla
glen@massroots.com
-17203166925

JOINING

WeWork LoHi
3118 • 3 person office
$1,340.00/mo
Start Date: February 2, 2018
Gym membership terms 1 month

Additional Fees
Setup Fee $0.00

INCLUDED CREDIT ALLOTMENTS

Conference room credits
16 total credits per month starting on February 2, 2018.

Print credits
360 total black & white prints and 60 total color prints per month starting on February 2, 2018.

SERVICE RETAINER SUMMARY

Service retainer fees for WeWork
LoHi $1,400.00
7.5x monthly membership fee

WeWork Membership Agreement: 1
TERMS & CONDITIONS

By electronically signing the [used membership agreement(s)] below, your company is entering into legally binding agreement(s). Please download and read carefully prior to signing. Any Agreement(s), including the [used Terms and Conditions and Membership Details form(s)], and any applicable Service Package Addendum(s), will be effective when signed by both parties. In the event of any conflict between the [used Terms and Conditions and the Membership details form(s)], the Membership details form(s) shall prevail.

When signing this [used Agreement(s)], you must have the proper authority to execute this [used Agreement(s)] on behalf of the company listed above and incur the obligations described in this [used Agreement(s)] on behalf of such company.

Please be advised that if there are multiple links to separate Membership Agreements displayed below, then by signing you are entering into multiple agreements with the separate WeWork building entities indicated in the linked agreements.

I agree to the [used Terms & Conditions, Payment Authorization Terms, Membership Details Terms, and any applicable Service Package Addendum(s)] in this [used Membership Agreement(s)]. I additionally agree that in the event I have any pre-existing Membership Agreement(s) the terms of such Agreement(s) which are not revised, amended or terminated herein remain unchanged.

Community Manager’s signature: Tanya Nygaard

Electronic Signature: Glen Bonilla

2410 17th Street Tenant LLC

Massachusetts

Signed on February 1, 2018

WeWork
2410 17th Street Tenant LLC
2410 17th St
Denver, CO 80202, USA

7204317940
info@wework.com

WeWork Membership Agreement
TERMS & CONDITIONS

1. THE LINGO

"Authorized Signatory" means an individual authorized to legally bind your company.

"Capacity" means number set forth in the Membership Details Form in the "Capacity" field.

"Main Premises" means the Premises in which the Office Space is located, as set forth in the Membership Details Form.

"Member" means each person you authorize on your Member List as being allowed to receive the Services (defined below).

"Member Company" or "you" means the company, entity or individual that enters into a Membership Agreement with WeWork and is listed in the Membership Details Form.

"Office Space" means the office number(s) and/or workspace location(s) specified in the Membership Details Form, provided that, if the symbol "X" is included on the Form, we will provide the office number(s) and/or workspace location(s) for the indicated Capacity prior to the Start Date.

"Premises" means a building or portion of a building in which WeWork offers or plans to offer offices, workstations, other workspaces, and/or other services to Members.

"Primary Member" means the primary in-Premises Member contact for WeWork.

"Start Date" means the date set forth in the Membership Details Form.

"WeWork," "we" or "us" means the WeWork entity you are contracting with.

"WeWork Member Network" means the WeWork members-only online community accessed through the internet or our mobile app.

2. THE BENEFITS OF MEMBERSHIP

a. Services. Subject to the terms and conditions of this Agreement, including any attachments, exhibits, and supplements (collectively, the "Agreement") and any other policies we make available to you with prior notice from time to time, during the Term (defined below), WeWork will use commercially reasonable efforts to provide you (and your Members, as applicable) the Services described below. These services are referred to in this Agreement as the "Services."

- Non-exclusive access to the Office Space.
- Regular maintenance of the Office Space.
- Furnishings for the Office Space of the quality and in the quantity typically provided to other WeWork Member Companies with similar office space, workstations, and/or other workspaces, as applicable, in the Premises.
- Access to and use of the WeWork Member Network site in accordance with the terms of services available at members.wework.com/terms.
- Access to and use of the shared Internet connection in accordance with the terms of services available at wework.com/legal/infrastructure-networks/terms-of-service.
- Use of the printers, copiers and/or scanners available to our Members and Member Companies at a Premises.
- Use of the conference rooms in your Main Premises and use of conference rooms in any other WeWork Premises, in each case subject to availability and your prior reservation of such conference rooms.
- Heat and air-conditioning in the Office Space.
- Electricity for reasonably acceptable office use.
- Use, within the Premises, of kitchens and beverages made available therein.
- Acceptance of mail and deliveries on behalf of your business during Regular Business Hours on Regular Business Days; provided that we are not liable for any mail or packages received without a WeWork employee's signature indicating acceptance.
- Opportunity to participate in member-only events, benefits and promotions.

b. Certain Services. Use of the conference rooms in any WeWork Premises other than your Main Premises and heat and air-conditioning in the Office Space may only be available during Regular Business Hours on Regular Business Days, as defined below. "Regular Business Hours" are generally from 8:00 a.m. to 6:00 p.m. on Regular Business Days, with the exception of days prior to local bank/government holidays, when
Regular Business Hours end at approximately 2:00 p.m. "Regular Business Days" are all weekdays, except local bank/government holidays and up to three other days of which we will inform you.

c. **Our Reserved Rights.** We are entitled to access your Offic:e Space, without notice, in connection with our provision of the Services, for safety or emergency purposes or for any other purposes. We may temporarily move furniture etc. in your Office Space. We reserve the right to alter your Office Space, provided that we will not do so in a manner that substantially decreases the square footage of your assigned Office Space or related amenities. We may also modify or reduce the list of Services or furnishings provided for your Office Space at any time. The Services may be provided by us, an affiliate or a third party.

d. **Office Space Not Timely Available.** If we are unable to make the Office Space available by the Start Date we will not be subject to any liability related to such inability. This Agreement shall remain in full force and effect; provided that: (i) the failure to provide access to the Office Space does not last for longer than two (2) months and (ii) at our sole discretion we will either (a) provide you with alternate office space (which may or may not be within a WeWork building) with reasonably comparable capacity during such period and charge your Membership Fee or (b) not charge you the Membership Fee during the period the Office Space is not available to you. Following the two (2) month period set forth in (i) above, you shall have the ability to terminate this Agreement upon seven (7) days' prior notice to us. For purposes of clarity, if we do provide you alternate office space as described in clause (ii) above, during the period we provide you with such alternate office space, the individuals named as Members shall be deemed to be Members and otherwise shall be fully subject to the terms of this Agreement. Notwithstanding anything to the contrary, if the delay in providing the Office Space is due to your actions or inactions or due to changes in work to the Office Space requested by you, we will not be subject to any liability related to such delay nor shall such delay affect the validity of this Agreement and we shall have no obligations to provide you with the benefits described in subsections (a) and (b) of this paragraph.

3. **YOUR MEMBERS**

a. **Upgrading the Member List.** Only those individuals set forth on the Member List will be deemed to be "Members" and entitled to the benefits described in this Agreement. Your Members will be able to begin using, accessing, and/or receiving the Services on the date of (i) the Start Date or (ii) the date we confirm the addition of such individual to the Member List. You are responsible for maintaining the accuracy of the Member List. Your Primary Member may make changes to your Member List via the Primary Member's "Member Management" tool on the WeWork Member Network. To add new Members to your Member List in excess of the number allocated on the Membership Details Form, you must have your Primary Member send an email, from the Primary Member's email account on file with WeWork, to the email address specified at the bottom of the Membership Details Form. The email requesting the change must include the name(s) and email address(es) of the departing and new Members) and the effective date of the change. If the number of Members or other individuals regularly using your Office Space exceeds the Capacity, you will be required to pay the then current additional fee as set forth on wework.com/faq. In no event will the number of Members exceed 1.5 times the number of desks in the Office Space, regardless of additional fees paid; however, affiliated members with active We Membership, Hot Desk, and/or separate Dedicated Desk Memberships using desks outside of the Office Space will not count towards this limit. We reserve the right to further limit the number of Members allowed at any point.

Upon the addition of a Member to the Member List, WeWork will create a profile for each Member on the WeWork Member Network. Such profile will be visible by us, our employees and agents, and other Members. The created profile will include only the Member's name and the Member Company. Any additional information, including a photograph, shall be added solely as determined by you or your Members.

b. **Changes to or Removal of Primary Member or Authorized Signatory.** An Authorized Signatory generally has the sole authority to make changes to or terminate this Agreement. A Primary Member will generally serve as WeWork's primary contact regarding matters that involve you, the Office Space, or the Premises. We will be entitled to rely on communications to or from the Authorized Signatory or Primary Member as directed to or from the applicable Member Company. However, an Executive Officer of the applicable Member Company ("Executive Officer") will have the authority to overrule the request of an Authorized Signatory or Primary Member, as applicable, provided that we receive such a request within 24 hours following such Authorized Signatory's or Primary Member's request. We will be entitled to request reasonable information to confirm that an individual claiming to be an Executive Officer truly is one and to exercise our discretion in determining whether a particular
position constitutes as "Executive Officer." An Executive Officer will also have the authority to remove or replace the individual named as the Authorized Signatory and/or Primary Member. Unless we receive instructions from the Authorized Signatory or Executive Officer, if the individual designated as the Primary Member ceases to provide services to the Member Company or ceases using the Office Space regularly, we will use our reasonable judgment in designating a replacement Primary Member.

4. MEMBERSHIP FEES; PAYMENTS

a. Payments Due Upon Signing. Upon submitting a signed and completed Agreement, you will be obligated to make payment of all Membership Fees owed throughout the Commitment Term and this obligation is absolute notwithstanding any curtailment of the Agreement, as set forth on the Membership Details Form. (i) the Service Retainer and (ii) the Set-Up Fee.

b. Membership Fee. During the Term (defined below) of this Agreement, your Membership Fee will be due in full at the commencement of the first (1st) day of each month. You are required to make payment of all Membership Fees owed throughout the Commitment Term and this obligation is absolute notwithstanding any curtailment of the Agreement by you ("Membership Fee Obligations"). If you agree to pay promptly: (i) all sales, use, excise, value added, and other taxes which you are required to pay to any governmental authority (and, at your request, will provide to us evidence of such payment); and (ii) all taxes, use, excise, value added and any other taxes attributable to your membership as shown on your invoice. The Membership Fee on the Membership Details Form cover the Services for only the number of Members indicated in the Membership Details Form. Additional Members will result in additional fees as set forth on weework.com/fee.

On each anniversary of the Start Date (including during any Commitment Term), the Membership Fee will be subject to an automatic three (3%) increase of the previous year’s Membership Fee. Following any Commitment Term, we reserve the right to further increase or decrease the Membership Fee at our sole discretion upon sixty (60) days’ prior notice to you.

c. Invoices; Financial Information. WeWork will send or otherwise provide invoices and other billing-related documents, information and notices to the Primary Member, unless a different Billing Contact is indicated on the Membership Details Form. Change of the Billing Contact will require notice from the Authorized Signatory; in accordance with this Agreement.

d. Credits; Overage Fees. Each month, you will receive a certain number of credits for conference room use and a certain number of credits for color and black and white copies and printouts, as specified on the Membership Details Form. These allowances may not be carried over from month to month. If these allocated amounts are exceeded, you will be responsible for paying fees for such overages. The current overage fee schedule is listed on weework.com/fees. All overage fees are subject to change from time to time.

e. Late Fees. If payment for the Membership Fee or any other accrued and outstanding fee is not made by the tenth (10th) of the month in which such payment is due, you will be responsible for paying the then-current late charge. The current late fee schedule is listed on weework.com/fees.

f. Form of Payment. We accept payment of all amounts specified in this Agreement solely by the methods we communicate to you during the membership sign up process or from time to time during the Term. You are required to inform us promptly of any changes to your payment information. Changing your payment method may result in a change in the amount required under this Agreement to be held as the Service Retainer. Only a single payment method may be used at any given time to make payments under this Agreement.

g. Outstanding Fees. Any outstanding fees will be charged in arrears on a monthly basis. When we receive funds from you, we will first apply funds to any balances which are in arrears, and then to the earliest month due first. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees. If any payments remain outstanding after we provide notice to you, we may, in our sole discretion, withhold Services or terminate this Agreement in accordance with Section 5(d).

h. No Refunds. Except as provided in Sections 5(b) and 5(e) of this Agreement, there are no refunds of any fees or other amounts paid by you or your Members in connection with the Services.

5. TERM AND TERMINATION

a. Term. This Agreement will be effective when signed by both parties ("Effective Date"). Provided that we have no obligations to provide you with the Services until the later of (i) the date on which payment of your Service Retainer, Set-Up Fee and first month’s Membership Fee has been received by us or (ii) the Start Date. If the Start Date is a Regular Business Day, you will be entitled to move into the Office Space no earlier than 11:00 a.m. on the Start Date. If the Start
Date is not a Regular Business Day, you will be entitled to move into the Office Space no earlier than 5:00 a.m. on the first Regular Business Day after the Start Date. Unless otherwise set forth on the Membership Details Form, following the Commitment Term, this Agreement shall continue on a month-to-month basis (any term after the Commitment Term, a "Renewal Term"). The Commitment Term and any subsequent Renewal Terms shall constitute the "Term." If no Commitment Term is indicated on your Membership Details Form, the default Commitment Term shall commence on the Start Date and end one (1) month after the Start Date. This Agreement will continue until terminated in accordance with this Agreement.

b. Cancellation Prior to Start Date by You. You may cancel this Agreement prior to the Start Date upon delivery of notice to us. If you terminate more than one (1) full calendar month prior to your Start Date, you may be entitled to a refund of your Set-Up Fee, less any applicable charges, escrow fees or deductions; however, you will be entitled to a refund of your Service Retainer. If you terminate within one (1) full calendar month prior to your Start Date, you will not receive any refund of your Set-Up Fee or Service Retainer.

c. Termination by You. Changes in Office Space. You may terminate this Agreement by delivering to us the WeWork Exit Form ("Exit Form") at least one (1) full calendar month prior to the month in which you intend to terminate this Agreement ("Termination Effective Month") and the termination will be effective on the later of the last Regular Business Day of the Termination Effective Month and the expiration of the commitment term. No termination by you shall be effective during the Commitment Term, and termination by you during the Commitment Term is a breach of this Agreement. If you terminate this Agreement prior to the end of the Commitment Term, your Membership Fee Obligations shall become immediately due. In addition to any rights, claims and remedies we choose to pursue in our discretion, your Service Retainer shall be forfeited immediately as a result of your breach. The Exit Form will be provided promptly upon your request during Regular Business Hours. For example, if you would like to terminate this Agreement on the last Regular Business Day of April, and assuming that the Commitment Term will have expired by such date, the last opportunity to deliver the Exit Form to us would be on March 31. The Exit Form needs to be completely filled out and signed by the Authorized Signatory. You will not be entitled to proration with respect to the last month's Membership Fee. For instance, if you vacate your Office Space before the last Regular Business Day of April, you will still owe us the full Membership Fee for the full month of April. On the last Regular Business Day of the Termination Effective Month, you must vacate the Office Space no later than 4:00 p.m.

d. Termination or Suspension by Us. We may withhold Services or immediately terminate this Agreement: (i) upon breach of this Agreement by you or any Member; (ii) upon termination, expiration or material loss of any of our rights in the Premises; (iii) if you have outstanding fees are still due after we provide notice to you; (iv) if you or any of your Members fail to comply with the terms and conditions of the WeWork Member Network Terms of Service, our Wirewex Network Terms of Service, or any other policies or instructions provided by us or applicable to you; or (v) at any other time, when we, in our sole discretion, see fit to do so. You will remain liable for past due amounts, and we may exercise our rights to collect due payment, despite termination or expiration of this Agreement.

An individual Member will no longer be allowed access to the Services and is no longer authorized to access the Premises upon the earlier of (a) the termination of any of this Agreement; (b) a Member removal of such Member from the Member List of (c) our notice to you that such Member materially or repeatedly violated the Agreement.

e. Service Retainer. The Service Retainer will be held as a retainer for performance of all your obligations under this Agreement, including the Membership Fee Obligations, and is not intended to be a reserve from which fees may be paid. In the event you owe us other fees, you may not rely on deducting them from the Service Retainer, but must pay them separately. We will return the Service Retainer to you, or any balance, after deducting outstanding fees and other costs due to us, including any unpaid Membership Fee Obligations, to you by bank transfer or other method that we communicate to you within thirty (30) days (or earlier if required by applicable law) after the later of (i) the termination or expiration of this Agreement and (ii) the date on which you provide us with all account information necessary for us to make such payment. Return of the Service Retainer is also subject to your complete performance of all your obligations under this Agreement, including full satisfaction of your Membership Fee Obligations and any additional obligations applicable following termination or expiration of this Agreement.

f. Removal of Property Upon Termination. Prior to the termination or expiration of this Agreement, you will remove all of your, your Members', and your or their guests' property from the Office Space and Premises. After providing you with reasonable notice, we will be
entitled to dispose of any property remaining in, on or around the Office Space or Premises after the termination or expiration of this Agreement and will not have any obligation to store such property, and you waive any claims or demands regarding such property or any handling of such property. You will be responsible for paying any losses reasonably incurred by us regarding such removal. Following the termination or expiration of this Agreement, we will forward or hold mail or other packages delivered to us.

6. **House Rules**

   In addition to any rules, policies and/or procedures that are specific to a Member’s Premises used by you:

   a. You acknowledge and agree that:
      - keys, keys cards and other such items used to gain physical access to the Premises or the Office Space remain our property. You will cause your Members to safeguard your property and you will believe for replacement fees should any such property be lost, stolen or destroyed;
      - you shall promptly notify us of any change to your contact and payment information;
      - we will provide notice to you of any changes to services, fees, or other updates by emailing the email addresses provided by you. It is your responsibility to read such emails and to ensure your Members are aware of any changes, even if we notify such Members directly;
      - keys, key cards and other such items which may be made available may not be used in the passenger elevators except at our discretion;
      - all of your Members are at least 18 years of age;
      - you shall be solely and fully responsible for ensuring that no alcohol is consumed by any of your Members or guests who is younger than the legal age for consuming alcohol in the applicable jurisdiction;
      - common spaces are to be enjoyed by all our Member Companies, members and guests unless otherwise instructed by us, and are for temporary use and not for space for continuous, everyday work;
      - you will provide us with reasonable notice of and completion of all required paperwork prior to hosting any event at the Premises;
      - you will be responsible for any damage to your Office Space exceeding normal wear and tear;
      - you may not make any structural or non-structural alterations or installations of wall attachments, furniture or equipment in the Office Space or elsewhere in the Premises without prior approval by us. In the event that any alterations or installations are made, you shall be responsible for the full cost and expense of the alteration or installation and, prior to the termination of this Agreement, the removal of such items and the restoration necessitated by any such alterations. To the extent that we incur any costs in connection with such alteration, installation or removal which are not otherwise paid by you we shall deduct such costs from the Service Retainer. In no event are you permitted to perform any of these actions. Only a member of our facilities staff is entitled to perform an alteration, installation, removal or restoration. Reach out to a member of your community team for more information;
      - you and your Members’ computers, tablets, mobile devices and other electronic equipment must be (i) kept up-to-date with the latest software updates provided by the software vendor and (ii) kept clean of any malware, viruses, spyware, worms, Trojan, or anything that is designed to perform malicious, hostile and/or intrusive operations. We reserve the right to remove any device from our networks that poses a threat to our networks or users until the threat is remediated; and
      - you consent to our non-exclusive, non-transferable use of your Member Company name and/or logo in connection with identifying you as a Member Company of WeWork, alongside those of other Member Companies, on a public facing “Membership” display on wework.com, as well as in video and other marketing materials. You warrant that your logo does not infringe upon the rights of any third party and that you have full authority to provide this consent. You may terminate this consent at any time upon thirty (30) days’ prior notice.

   b. No Member will:
      - perform any activity or cause or permit anything that is reasonably likely to be disruptive or dangerous to us or any other Member Companies, our or their employees, guests or property, including without limitation the Office Space or the Premises;
      - use the Services, the Premises or the Office Space to conduct or purvey any illegal or offensive activities or comport themselves to the community in a similar manner.
• misrepresent himself or herself to the WeWork community, either in person or on the WeWork Member Network;

• take, copy or use any information or intellectual property belonging to the WeWork or its Members or guests, including without limitation any confidential or proprietary information, personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same, and this provision will survive termination of this Agreement;

• take, copy or use for any purpose the name “WeWork” or any of our other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property of modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of the Premises, without our prior consent, and this provision will survive termination of this Agreement;

• use the Office Space in a “retail,” “medical,” or other nature involving frequent visits by members of the public;

• sell, manufacture or distribute any controlled substances, including but not limited to alcohol, from the Office Space, or obtain a license for such sale, manufacture, importation, or distribution using the Office Space or the address of the Main Premises;

• use our mail and delivery services for fraudulent or unlawful purposes, and we shall not be liable for any such use;

• make any copies of any keys, keycards or other means of entry to the Office Space or the Premises or lend, share or transfer any keys or keycards to any third party, unless authorized by us in advance;

• install any locks to access the Office Space or anywhere within the Premises, unless authorized by us in advance;

• allow any guest(s) to enter the building without registering such guest(s) and performing any additional required steps according to our policies;

• bring any weapons of any kind, or any other offensive, dangerous, inflammatory or explosive materials into the Office Space or the Premises.

You are responsible for ensuring your Members comply with all House Rules.

7. ADDITIONAL AGREEMENTS

a. Information Technology. In order to utilize all the functions we offer to you, it may be necessary to install software onto one or more of your computers, tablets, mobile devices or other electronic equipment. In addition, a User may request that we troubleshoot problems you may have with respect to printer, access the network connection or other issues. If we provide such services, we will not be responsible for any damage to your equipment.

WeWork provides shared Internet access to Members via a wired or wireless network connection for those Members actively using a wired network. WeWork may allow you to install a firewall device for your exclusive access and use, subject to WeWork IT approval, and you shall be responsible for removal of the same. Prior to any such installation or removal, you shall coordinate with the WeWork IT team to discuss the actual setup, appropriate time, manner and means for such installation or removal and any additional fees that may result from the request. To the extent that we incur any costs in connection with such installation or removal, which are not otherwise paid by you, you shall indemnify us for such costs from the Service Provider. You shall also be responsible for any monthly fees incurred relating to your private, secured wired network.

b. Waiver of Claims. To the extent permitted by law, you, on your own behalf and on behalf of your Members, employees, agents, guests and invitees, waive any and all claims of any kind and against us and our landlords at the Premises and our affiliates, parents, successors and assigns and each of our and their employees, assignees, officers, agents and directors (collectively, the “WeWork Parties”), resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet.

c. Limitation of Liability. To the extent permitted by law, WeWork does not assume any liability for the aggregate monetary value of any loss or damage caused to you or your Members, employees, agents, guests or invitees for any reason and for all causes of action. Under no circumstances will WeWork be liable under any cause of action, for any direct, indirect, special, incidental, consequential, reliance or punitive damages, including lost profits or business interruption. You acknowledge and agree that you may not commence any action or proceeding against WeWork in any manner that would result in a violation of WeWork’s or the Premises’s policies. You shall indemnify and hold harmless WeWork from and against any and all claims and liability arising out of claims by, or for the benefit of, any Member or guest.
any of the WeWork Parties, whether in contract, tort, or otherwise, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual. Notwithstanding anything contained in this Agreement to the contrary, you acknowledge and agree that you shall not commence any action or proceeding against any of the WeWork Parties, other than the WeWork Party, you are directly contracting with hereunder and the assets of such person for any amounts due or for the performance of any obligations in connection with this Agreement.

d. Indemnification. You will indemnify the WeWork Parties from and against any and all claims, including third party claims, liabilities, and expenses including reasonable attorneys' fees, resulting from any breach of this Agreement by you or your Members or your or their guests, invitees or pets or any of your or their actions or omissions. You are responsible for the actions of all and all damages caused by all parties and pets that you, your Members or your or their guests invite to enter any of the Premises. You shall not make any settlement that requires a materially adverse act or admission by us or imposes any obligation upon any of the WeWork Parties without our written consent. None of the WeWork Parties shall be liable for any settlement made without its prior written consent.

e. Insurance. You are responsible for maintaining, at your own expense and at all times during the Term and for a period of two (2) years after, fire, theft, and all other insurance covering you and your Members for the property loss and damage, injury to your Members and your Members’ guests or pets and prevention of or cessation of any or all damages resulting from your use of the Premises, as and at the amount appropriate to your business. You will ensure that WeWork and the landlord of the applicable Premises are named as additional insureds on any such policies of insurance and that you comply with any rights of subrogation you may have against WeWork and the landlord of the applicable premises. You shall provide proof of insurance upon our request.

f. Pets. If the Office Spaces in Premises designated by us to be one in which pets are permitted, and if any Member plans on regularly bringing a pet into the Office Space or otherwise into the Premises, we may require this Member to produce proof of vaccination for such pet and evidence of compliance with applicable local regulations. If any of your Members brings a pet into the Premises, you will be responsible for any injury or damage caused by said pet to other members or guests or other occupants of the Premises or to the property of (i) WeWork or any employees, members or guests or (ii) the owner(s) or other occupants of the Premises. None of the WeWork Parties, Members of the Premises. None of the WeWork Parties will be responsible for any injury to such pets. You reserve the right to restrict any Member's right to bring a pet into the Premises in our sole discretion.

g. Other Members. We do not control and are not responsible for the actions of other Member Companies, Members, or any other third parties. If a dispute arises between Member Companies, members, or their invitees or guests, we shall have no responsibility or obligation to participate, mediate or indemnify any party.

h. Privacy. We collect, process, transfer and secure personal data about you and your Members pursuant to the terms of our Privacy Policy, which can be found at work.com/legal/privacy/us, and in accordance with all applicable data protection laws. Note that you are not obligated to provide us with personal information and any information collected by us may be provided to you at your own will and with your explicit consent granted herein by execution of this Agreement. You hereby undertake to inform any new or existing Member of the provisions of this clause and the privacy policy. Where necessary, to obtain consent from such Member to the collection, processing, transferring and securing of data described herein and you in fact collect and process such Member's personal data in accordance with applicable law.

B. ARBITRATION AND CLASS ACTION WAIVER


d. Venue. Except that either party may seek equitable or similar relief from any court of competent jurisdiction, any dispute, controversy or claim arising out of or in relation to this Agreement, or at law, or the breach, termination or invalidity of this Agreement, that cannot be settled amicably by agreement of the parties to this Agreement shall be finally settled in accordance with the arbitration rules of the American Arbitration Association, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be New York, New York, U.S.A.
c. Proceedings; Judgment. The proceedings shall be confidential and in English. The party rendering judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other costs and expenses of every kind in connection with the action, suit or proceeding, any appeal or petition for review, the collection of any award or the enforcement of any order, as determined by the arbitrator(s) or court, as applicable. This Agreement shall be interpreted and construed in the English language, which is the language of the official text of this Agreement.

d. Class Action Waiver. Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or propes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. You and we also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another person’s account, if we are a party to the proceeding. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY class claim YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

9. MISCELLANEOUS

a. Nature of the Agreement; Relationship of the Parties. Your agreement with us is the commercial equivalent of an agreement for accommodation in a hotel. The whole of the Office Space remains our property and in our possession and control. We are giving you the right to share with us the use of the Office Space so that we can provide the services to you. Nothing in the terms of anything in this Agreement in the century, you and we agree that our relationship is not that of landlord-tenant or lessor-lessee and this Agreement in no way shall be construed as granting you or any Member any title, easement, lien, possession or related rights in our business, the Premises, the Office Space or anything contained in or on the Premises or Office Space. This Agreement creates no tenancy Interest, license, leasehold interest, or other real property interest. The parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. Neither party will in any way represent our relationship.

b. Updates to the Agreement. Changes to membership and membership fees, will be governed by Section 4(b) and 4(f) of this Agreement, respectively. We may from time to time update this Agreement and will provide notice to you of these updates. You will be deemed to have accepted the new terms of the Agreement following the completion of two (2) full calendar months after the date of notice of the update(s). Continued use of the Office Space or Services beyond this time will constitute acceptance of the new terms.

c. Waiver. Neither party shall be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party.

d. Subordination. This Agreement is subject to and subject to be subordinate to our lease with our landlord of the Premises and to any supplemental documentation and to any other agreements to which our lease with such landlord is subject to or subordinate. However, the foregoing does not imply any subordinate or other similar relationship involving an interest in real property.

e. Extraordinary Events. WeWork shall not be liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond WeWork's reasonable control, including without limitation (i) any delays or changes in construction of, or WeWork's ability to procure any space in, any Premises, and (ii) any delays or failure to perform caused by conditions under the control of our landlord at the applicable Premises.

f. Severability of Provisions. Each provision of this Agreement shall be considered separable. To the extent that any provision of this Agreement is prohibited, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under applicable law.

g. Survival. Sections 1, 2(c), 4(a)(to the extent any payments remain outstanding), 5(c), 5(e), 5(f), 5(d), 7(a) through 7(e), 7(g), 8 and 9 and all other provisions of this Agreement reasonably expected to survive the termination or expiration of this Agreement will do so.

h. Notices. Any and all notices under this Agreement will be given via email, and will be effective on the first
business day after being sent. All notices will be sent via email to the email addresses specified on the Membership Details Form, except as otherwise provided in this Agreement. The User may send notices to either (or both) the Primary Member or the
Authorized Signatory, as WeWork determines in its reasonable discretion. Notices related to the physical
Office Space, Premises, Members, other Member Companies or other issues in the Premises should be
sent by the Primary Members. Notices related to this Agreement or the business relationship between you
and WeWork should be sent by your Authorized Signatory. In the event that we receive multiple
notices from different individuals within your company containing inconsistent instructions, the
Authorized Signatory’s notice will control unless we decide otherwise in our reasonable discretion.

i. Headings: Interpretation. The headings in this
Agreement are for convenience only and are not to
be used to interpret or construe any provision of this
Agreement. Any use of the terms “including,” “for example,” or
“such as” in this Agreement shall be read as being
followed by “without limitation” where appropriate.
References to any times or days in this Agreement
refer to the time of day in the Office Space’s time
zone.

j. No Assignment. Except in connection with a merger,
aquisition, corporate reorganization, or sale of all or
substantially all of the shares or assets of any of your
parent corporation, you may not transfer or
otherwise assign any of your rights or obligations
under this Agreement without our prior consent. We may assign this
Agreement without your consent.

k. OFAC. You hereby represent and warrant that (i)
neither you, nor anyone who directly or indirectly
owns a 5% or greater economic or voting interest in
you, nor any of your Members are or will be, at any
time during the Term, an entity or individual listed on
the Specially Designated Nationals and Blocked
Persons List published by the U.S. Department of
Treasury, as updated from time to time or an entity
designated under regulations issued by the U.S.
Department of Treasury. (ii) neither you nor any of
your Members are or will be, at any time during the
Term, a government official, including without
limitation as official of or employee of any
government, an official of a political party, or a candidate for
political office, or a director, officer, employee, or
"affiliate" (as defined in regulations under the U.S.
Securities Exchange Act of 1934) of a government
instrumentality and (iii) neither you nor any of
your Members will, at any time during the Term, engage
in any activity under this Agreement, including the use
of Services provided by WeWork in connection with
this Agreement, that violates applicable U.S.
economic sanctions laws or causes WeWork to be in
violation of such U.S. economic sanctions laws.

l. Anti-Money Laundering. You hereby represent and
warrant that all times you and your Members have
conducted and will conduct your operations ethically and
in accordance with all laws, including but not
limited to laws that prohibit commercial bribery and
money laundering (the “Anti-Money Laundering
Laws”), and that all funds which you will use to
carry out your obligations under this
Agreement will derive from legal sources, pursuant
to the provisions of Anti-Money Laundering Laws. You
will provide us with all information and documents
that we from time to time may request in order to
carry out all Anti-Money Laundering Laws.

m. Anti-Corruption Laws. Neither you nor any of your
Members, your directors, officers, employees, agents,
subsidiaries, representatives or anyone acting on
your behalf, has, directly or indirectly, offered,
paid, given, promised, or authorized the payment of
any money, gift or anything of value to: (A) any
Government Official or any commercial party, (B) any
person while knowing or having reason to know that
such a payment, gift or anything of value will be
offered, paid, given, directly or indirectly, to
any Government Official or any commercial party, or
(C) any employee or representative of WeWork for
the purpose of (i) influencing an act or decision of
the Government Official or commercial party in Her or
his official capacity, (ii) inducing the Government
Official or commercial party to do or omit to do any
act in violation of the lawful duty of such official, (iii)
securing an improper advantage or (iv) securing the
execution of this Agreement, (j) whoever shall authorize or
make any payment or gift or any offer or promise of
payments or gifts of any kind, directly or indirectly,
in connection with this Agreement, the Services or
the Office Space. For purposes hereunder,
"Government Official" means any officer, employee or
person acting in an official capacity for any
government agency or instrumentality, including
state-owned or controlled companies, and public
international organizations, as well as a political party
official, or official thereof, or candidate for political office.

n. Brokers. You hereby represent and warrant that you
have not used a broker or realtor in connection with
the transaction covered by this
Agreement, except as may be provided for in the
WeWork broker referral program. You hereby
indemnify and hold harmless against any claims
arising from the breach of any warranty or
representation of this paragraph.
0. **Entire Agreement.** This Agreement, including the Membership Description, constitutes the entire agreement between the parties relating to the subject matter hereof and shall not be changed in any manner except by a writing executed by both parties or as otherwise permitted herein. All prior agreements and understandings between the parties regarding the matters described herein have merged into this Agreement.
SETTLEMENT AND LEASE TERMINATION AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made and entered into as of the 2nd day of February, 2018, by and between Market Center Investors LLC, a Delaware limited liability company (“Landlord”), and MassRoots, Inc., a Delaware corporation (“Tenant”).

Recitals

A. Landlord is the owner of an office building located at 1320-1380 17th Street and 1624-1660 Market Street in Denver, Colorado (the “Building”).

B. On or about March 20, 2015, Tenant and Landlord’s predecessor, RVOF Market Center LLC (“Original Landlord”), entered into an Office Lease Agreement pursuant to which Tenant leased certain office space located within the Building.

C. Landlord acquired the Building from Original Landlord, subsequent to which Landlord and Tenant entered into a First Amendment to Lease Agreement dated December 11, 2015 (the “First Amendment”). The Original Lease as modified by the First Amendment is referred to hereinafter as the “Lease.” Pursuant to the Lease, Tenant occupied approximately 5,060 square feet of office space in the Building known as Suite 201 (the “Leased Premises”).

D. In late 2017, Tenant failed to make certain payments of rents and other sums due under the Lease. Landlord initiated legal action to recover possession of the leased premises, filing Civil Action No. 2017CV34845 in the District Court for the City and County of Denver, Colorado (the “Lawsuit”).

E. The Lawsuit has thus far resulted in an Order for Possession under which Landlord has been adjudged to be entitled to immediate possession of the Leased Premises. Further proceedings relating to damages are scheduled.

F. The parties now wish to provide for immediate turnover of possession of the Leased Premises without the need for sheriff intervention, to settle all other claims and disputes between them arising from or relating to the Lease, and to conclude the Lawsuit.

AGREEMENT

NOW THEREFORE, for valuable consideration, the parties agree as follows:

1. Payment. Immediately upon execution of this Agreement, Tenant shall pay to Landlord the sum of $145,000 in immediately available funds (the “Settlement Funds”). The parties contemplate that the Settlement Funds will be wired into the trust fund maintained by the law firm representing Landlord (Otten Johnson Robinson Neff + Ragonetti PC) prior to exchanging signature pages. Effective upon confirmation that signature pages have been exchanged, Tenant unconditionally and irrevocably authorizes Law Firm to release the Settlement Funds to Landlord.

2. Possession, Other Rights. Tenant fully and unconditionally surrenders, releases, disclaims and quitclaims to Landlord any and all possessory interests or other rights in or to the Leased Premises or otherwise with respect to the Building. Tenant acknowledges that any and all of its personal property remaining in the Leased Premises shall be deemed as if held by Landlord subsequent to a sheriff’s execution on a writ of restitution. Tenant further waives, relinquishes and otherwise disclaims any interest to any security deposits or other things of value delivered to Landlord or Original Landlord in connection with the Lease.

3. Termination, Bankruptcy Snapback. The Lease, including all rights and obligations thereunder, is terminated effective immediately. Notwithstanding the foregoing, in the event that Tenant files a petition for relief under the U.S. Bankruptcy Code prior to the expiration of any preference period that might apply to payment of the Settlement Funds, the Lease shall be immediately and retroactively reinstated, with such reinstatement effective as of the date of this Agreement, with respect to all matters other than possession. This snapback provision shall not reinstate any possessory interest in the Leased Premises. This snapback provision shall not be construed as an admission or acknowledgment by Landlord that all or any portion of the Settlement Funds would in fact constitute a preference under applicable bankruptcy law.
4. **Mutual Release.** Landlord and Tenant release each other as follows:

   (a) Landlord hereby releases and discharges Tenant and all affiliated entities, together with the directors, officers, members, managers, employees and agents of all such entities, from and against any and all claims, demands, causes of action and other liabilities arising under or relating to the Lease, including but not limited to claims for past and future rents; provided, however, that if payment of the Settlement Funds is deemed to constitute a preference in any bankruptcy proceeding, this release shall not impair Landlord’s resulting claim in such bankruptcy, including without limitation a claim to future rents accruing as a result of the snapback provisions of Section 3 of this Agreement.

   (b) Tenant hereby releases and discharges Landlord and all affiliated entities, together with the directors, officers, members, managers, employees and agents of all such entities, from and against any and all claims, demands, causes of action and other liabilities arising under or relating to the Lease, including without limitation claims based on or arising from Landlord’s eviction of Tenant from the Leased Premises.

5. **Dismissal.** Immediately upon execution of this Agreement, the parties will cause their attorneys to file a Stipulation for Dismissal with Prejudice of the Lawsuit.

6. **Entire Agreement.** This Agreement represents the entirety of the parties’ understandings and undertakings with respect to the Lease, the Leased Premises, and otherwise with respect to the subject matter of the Lawsuit. There are no other agreements, express or implied, between the parties. Neither party is relying upon representations or promises made by the other that are not expressly contained within this Agreement.

7. **Successors and Assigns.** This Agreement shall be binding upon the parties and each of their successors and assigns.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first written above.

LANDLORD:

MARKET CENTER INVESTORS LLC,
a Delaware limited liability company

By: ______________________

TENANT:

MASSROOTS, INC., a Delaware corporation

By: ______________________