

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Support.com, Inc.

Form: 8-K

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

February 21, 2019

Date of report (Date of earliest event reported)

SUPPORT.COM, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other
Jurisdiction
of Incorporation)

000-30901
(Commission File No.)

94-3282005
(I.R.S. Employer Identification
No.)

1200 Crossman, Ave., Sunnyvale, CA 94089
(Address of Principal Executive Offices) (Zip Code)

(650) 556-9440
(Registrant's telephone number, including area code)

N/A

(Former Name or Former Address, if Changed Since Last Report)

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:

- ☐ 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 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).

- ☐ 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.
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Item 1.01. Entry into a Material Definitive Agreement**Lease Agreement**

On February 21, 2019, Support.com, Inc. ("Company") executed an Extension of Lease Agreement ("Lease Extension") with Mariposa Building, LLC ("Landlady") extending the term of a certain existing Lease Agreement between the Company and Landlady dated February 1, 2016 ("Lease") to lease approximately 1,800 square feet of office space located at 685 S. Arthur Avenue, Suite 12C, Louisville, Colorado 80027. The Lease Extension extends the current lease term to January 31, 2020 ("Extension Term") and will automatically renew for additional one (1) year terms unless either party has given a written notice not to renew not less than three (3) months prior to the renewal date. The Lease Extension provides for a monthly base rent of \$2,595 for the Extension Term.

The foregoing description of the material terms of the Lease Extension is qualified in its entirety by the full terms of the Lease Extension (which is attached hereto as Exhibit 10.1).

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits.**

10.1 Extension of Lease Agreement between Support.com, Inc. and Mariposa Building, LLC executed on February 21, 2019.

SIGNATURES

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.

Date: February 25, 2019

SUPPORT.COM, INC.

By: /s/ Richard Bloom

Name: Richard Bloom

Title: President and Chief Executive Officer

EXHIBIT INDEX

Exhibit Number	Description
10.1	Extension of Lease Agreement between Support.com, Inc. and Mariposa Building, LLC executed on February 21, 2019.

EXTENSION OF LEASE AGREEMENT

This **Extension of Lease Agreement** ("Extension Agreement") extends that certain Lease Agreement between Mariposa Building, LLC ("Landlady") and Support.com, Inc. ("Tenant") dated February 1st, 2016 ("Lease"), for the Premises located at 685 S. Arthur Avenue, Louisville, Colorado 80027 ("Building"), designated as "Suite 12C", and is entered into between the Landlady and Tenant.

In the event of any inconsistencies or conflicts between the Lease and this Extension Agreement, this Extension Agreement shall control and prevail.

1. Landlady and Tenant hereby agree that the Term of the Lease shall be extended commencing at 12:00 noon on the 1st day of February, 2019, and shall end at 11:59 a.m. on the 31st day of January, 2020, hereinafter referred to as the "Extension Term".

2. The Monthly Rent for the Extension Term shall be two thousand five-hundred and ninety-five dollars (\$2,595.00 USD) total, which amount is not more than two dollars (\$2.00 USD) per square foot of the Leased Premises, more than the Monthly Rent charged in the final month of the previous term of the Lease. The Monthly Rent shall be payable pursuant to the terms set forth in the Lease. The Security Deposit shall be two (2) times the rent or five thousand one hundred and ninety-five dollars (i.e., 2 x \$2,595 = \$5,190). The current Security Deposit amount under the Lease is four thousand eight hundred and seventy-six dollars (\$4,876.00) and has been paid previously by Tenant. An additional three hundred and fourteen dollars (\$314.00) for the Security Deposit will be due within two (2) business days of the date of the last signature on this Extension Agreement (i.e., \$5,190.00 - \$4,876.00 = \$314.00).

3. Tenant shall shampoo the carpet once annually and once prior to permanently vacating the Premises. Tenant shall place plastic mats under desk chairs to protect the carpet. Tenant shall remove all cars from the parking lot when a snowplow is clearing snow.

4. The lease shall automatically renew each year for additional one (1) year terms, with no further action required by the Tenant or Landlady, provided that Tenant is not in default and is in full compliance with all terms of the Lease as of the renewal date, unless either Tenant or Landlady has given written notice to the other of their intent not to renew the Lease not less than three (3) full months prior to the renewal date. Notice by email shall be considered to be written notice for the purposes of this Section 4. Landlady may, at her option and in good faith, require Tenant to execute an extension of the Lease-for each new renewal period, and Tenant agrees to reasonably cooperate therewith.

5. All other terms, covenants and conditions of the Lease, not specifically referenced or modified by this Extension Agreement are incorporated herein by reference and shall continue to be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Extension Agreement as of this 21st day of February, 2019.

Support.com, Inc.

By: Richard Bloom, President and CEO

Signature: 

MARIPOSA BUILDING, LLC

Deepika Avanti, Member

LEGAL APPROVAL
2/14/19 am
Support.com
mm

Signature: *Deepika Avanti*

Please update Contact information cell phone _____ Business

phone _____ Employee phone numbers