

83C WIESE STREET COMMERCIAL LEASE

This lease for the property at 83D Wiese Street, San Francisco, is made between Ahuva Jolish (herein called the Lessor) and Noisebridge (herein called the Lessee). The following are the lease terms and conditions:

1. Term. This is a one year lease, beginning October 1, 2008, and ending on September 30, 2009. Thereafter, the lease will revert to a month to month term, wherein Lessee may terminate upon thirty day notice to Lessor. Lessee must, however, give this thirty day notice before the first day of the final lease month.
2. Rent. Monthly rent is \$1,975, payable in advance on the first day of each month during the term of this lease. All rental payments shall be made to the Lessor, Ahuva Jolish at P.O Box 31814, San Francisco, California 94131. If rent is over five days late, Lessee must pay a late fee of \$150. More than three late payments in one year constitutes habitual late payment, and is grounds for eviction.
3. Use. Lessee shall use and occupy the premises as an office for its business, and for no other purpose. This is not a housing unit, and is not subject to the San Francisco Rent Ordinance.
4. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises (including telephone and inside wiring) in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted.
5. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.
6. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all principal, state, and federal authorities now in force, or which may hereafter are in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
7. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and will be grounds for termination of this lease.
8. Utilities. Applications and connections for electricity and telephone services on the leased premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due. Lessor will pay water and garbage fees.
9. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspect the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
10. Indemnification of Lessor. Lessee will indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the Premises, or from the conduct of Lessee's business or from any activity, work or things done permitted or suffered by Lessee in or about the Premises or elsewhere. Lessee will further hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any Lessee obligations under this agreement, or arising from any negligence of the Lessee, or any of Lessee's agents, contractors, employees. Lessee is responsible for costs, attorneys fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee (upon notice from Lessor) will defend the same at Lessee's expense by counsel satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons in or upon the Premises raising from any cause and Lessee hereby waives all claims in respect thereof against Lessor.
Lessee hereby also agrees that Lessor will not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee. Lessee's employees, invitees, customers, or any other person in or about the Premises. Lessor will also not be liable for any injury to the person of Lessee, Lessee's employees, agents or contractors, regardless of whether such damage or injuries are caused by conditions arising upon the Premises. Lessor will not be liable for any damages arising from any act or negligence of any other tenant of the building in which the Premises are located.
11. Insurance. Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage of \$1,000,000. Lessee shall

provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might be otherwise exist.

12. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.
13. Destruction of Premises. In the event of the partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except the Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building of which the premises may be situated shall terminate this lease.
14. Lessor's Remedies on Default. If Lessee defaults in payment of rent, or any additional rent, or default in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within five days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such five days and thereafter proceed with reasonable diligence and in good faith to cure such default), than Lessor may terminate this lease on not less than three days' notice to Lessee. On the date specified on such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
15. Security Deposit. Lessee has deposited with Lessor the sum of \$1975 as security for the performance of Lessee's obligations under this lease, including without limitations the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor should have the full deposit on hand at all times during the term of this lease.
16. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all cost incurred in connection with such action, including reasonable attorney's fee.
17. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.
18. Notice. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.
19. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
20. Option to Renew. Provided that Lessee is not in default in performance of this Lease, Lessee shall have the option to renew the lease for an additional term to be negotiated.
21. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

22. Entire Agreement. The foregoing constitutes the entire agreement between both parties and may be modified only by writing signed by both parties. The following exhibits, if any, have been made a part of this lease before the parties' execution hereof.

Ahuva Jolish

Date

Jacob Applebaum, Executive Director, Noisebridge

Date

Mitch Altman, Treasurer, Noisebridge

Date

Andy Isaacson, Director, Noisebridge

Date