

Amended Lease

Lease Agreement

This Lease Agreement ("Lease") is entered into on _____ ("Commencement Date") between COLLECTIVE ACTION AND LAND LIBERATION INSTITUTE, a California nonprofit public benefit corporation ("Lessor") and Omni Commons, doing business as **Sudo Room** ("Lessee") (hereinafter collectively the "Parties").

1. **Rental and Term:** Subject to the terms and conditions set forth herein, Lessor hereby Leases to Lessee and Lessee agrees to Lease from Lessor the portion of 4799 Shattuck Avenue, Oakland, California (the "Property") designated "Sudo Room" on the drawing attached hereto as Exhibit A (the "Premises"). Lessee shall have a non-exclusive license to use the Common Areas depicted in yellow on Exhibit A in common with the other Lessees of Lessor provided that Lessee's use of the Common Areas does not infringe any of Lessor's other Lessees to use said Common Areas. Lessee agrees and acknowledges that Lessor has signed Lease agreements with other entities regarding other areas of the Property and Lessee shall have no right to use other Leased areas of the Property, except with permission of the other lessees. The term of this Lease shall commence on the date stated above and shall continue for a period of Thirty Four (34) years or until terminated under the provisions of this Lease.

2. **Rental Payment:**

(initial _____) Lessee agrees to pay Lessor, by the twenty-fifth (25th) day of each month \$2300, ("Rent") which shall be increased each year on January 1 by up to the greater of two percent (2%), or, one percent (1%) in excess of the percentage change in the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI"), San Francisco-Oakland-San Jose (1982-84 = 100), as published from time to time. If at any time the CPI does not exist or ceases to exist in its entirety, then Lessor shall substitute an official index published by the Bureau of Labor Statistics, or successor or similar government agency, as may then be in existence and most nearly equivalent thereto, applicable to the Oakland area. Lessor agrees that Lessee may pay fifteen percent (15 %) less than the Rent for any month prior to Lessor making repairs to the Property's roof sufficient to prevent water leaks upon the Premises, as determined in Lessor's sole discretion.

If any amount required to be paid under this Lease is not received by Lessor within five (5) days of when due, Lessee shall pay to Lessor a late charge equal to five percent (5%) of such amount as a one-time late charge. Lessor and Lessee agree that Lessor will sustain damage on account of any late payment under this Lease, including but not limited to added accounting, administrative and management expenses and costs, but that it will be impracticable and extremely difficult to specify the actual amount of such damage. Lessor and Lessee agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Lessor for the loss suffered from such late payment by Lessee. In addition, if Lessee fails to pay when due any Rent or other amount which Lessee is obligated to pay under the terms of this Lease, the unpaid amount shall bear interest at ten percent (10%) from the date on which such payment was due until the date on which Lessor receives such payment.

3. **Deposits:**

(initial _____) Prior to taking possession of the Premises, Lessee has paid last month's rent in the amount of \$2000 for the full and faithful performance by the Lessee of all the terms of this Lease.

(initial _____) Prior to taking possession of the Premises, Lessee paid a security deposit in the amount of \$2300 for the full and faithful performance by the Lessee of all the terms of this Lease.

This security deposit will be refunded to Lessee within thirty (30) days after the expiration of this Lease, provided the Lessee has fully and faithfully carried out all of its obligations under this Agreement.

4. **Utilities:** Lessee agrees to pay on or before the twenty-fifth (25th) day of each calendar month four percent (4%) of the total Utilities Charges incurred by Lessor in the prior month, which percentage is equal to 50% of the total square footage of the Premises, which the Parties agree to be **1505** square feet, divided by the total square footage of the Property, which the Parties agree to be **17522** square feet. Lessee's percent shall be adjusted if the size of the Premises changes. Utilities Charges means Lessor's actual cost for electricity, gas, water and garbage service.

If at a future date any utilities, like gas, electricity, or water, are separately metered, submetered, or otherwise clearly accountable as pertaining to the Premises separately from the rest of the property, Lessee agrees to pay 100% of the cost of that utility, instead of the calculation described above.

5. **Permitted Uses:** Lessee shall use the Premises exclusively for meetings, educational workshops, storage of networking tools, inventory and equipment, and any activities germane to the lawfully-conducted business operations of Lessee provided such operations do not abrogate any other part of this Lease Agreement. Lessee accepts the condition of the Premises, the Common Areas and the Property "as-is". Lessee shall not use the Premises, the Common Areas or the Property, or permit anything to be done in or about the Premises, the Common Areas or the Property, which will in any way violate any law, ordinance, rule, regulation or requirement affecting the Premises, the Common Areas or the Property

(initial _____) Lessee, at its sole cost and expense, shall obtain any and all licenses, permits, authorizations and approvals of governmental authorities required in order to enable Lessee lawfully to conduct its business in the Premises, if any.

Lessee shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Premises, the Common Areas or the Property, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Service Office or any other organization performing a similar function. Lessee shall promptly upon demand reimburse Lessor for any additional premiums charged for any such insurance policy by reason of Lessee's failure to comply with the provisions of this paragraph. Lessee shall not cause, maintain or permit any nuisance in, on or about the Premises, the Common Areas or the Property. Lessee shall not commit or suffer the commission of any waste in, on or about the Premises, the Common Areas or the Property.

Lessee shall have access to the Premises during “Standard Business Hours” from 7 am - 9 pm, 7 days per week. Lessee may designate specific individuals (the "Designated Individuals") who require ongoing access to the Premises during both the Standard Business Hours and the “Extended Hours” (9 pm - 12 am). After building access renovations are made that allow Lessee to access the Premises via the double doors on the northern side of the building adjacent to 48th st, depicted in yellow on Exhibit A, there can be 24 hour access to the Premises when a Designated Individual is present. The Lessee must provide the Lessor with a written list of such Designated Individuals, including their names and contact information, and any changes to this list. Lessor reserves the right to reasonably deny or revoke access credentials for any Designated Individual if deemed necessary for security or operational reasons. Lessee will be notified of any such denial or revocation and must provide an alternative designation if required. Lessee agrees that all Designated Individuals will comply with building security protocols and operational procedures in effect during both the Standard Business Hours and the Extended Hours. Lessee may request to utilize the Premises beyond the Standard Business Hours and Extended Hours for events and other activities, permission not to be unreasonably withheld by Lessor. Lessee is responsible for ensuring that all doors and access points are properly secured after use. The Standard Business Hours and Extended Hours may be modified during holidays or special events, or in response to security issues.

6. **Common Areas and Building Rules:**

(initial _____) Lessee agrees to comply with all written Building Rules posted by Lessor, if any, regarding use of the Premises, the Common Areas or the Property.

Lessor may amend the Building Rules from time to time, posted by Lessor at Lessor’s discretion. Lessee agrees that each provision of said Building Rules shall be a material covenant of this Lease and that violation of any of the Building Rules may constitute good cause for termination of this Lease. Lessee shall not permit any of Lessee's members, guests, clients, users, volunteers or participants to violate the Building Rules.

7. **Maintenance and Repair:** Lessee agrees to keep the Premises, the Common Areas and the Property and all fixtures, accessories, and appliances in a clean, sanitary, and safe condition. If Lessee or Lessee's members, guests, clients, users, volunteers or participants cause or permit damage to the Premises, the Common Areas or the Property, Lessee shall be liable for the cost to repair the damage. Lessor shall be solely responsible for routine and on-going maintenance and repair of the Premises, the Common Areas and the Property. Lessor shall supply utilities including heat, electrical service, water and garbage service.

8. **Alterations:** Lessee shall not make any additions, alterations or improvements to the Premises, the Common Areas, or the Property, without obtaining the prior written consent of Lessor, approval of which shall not be unreasonably withheld. In no event shall Lessee make any Alterations to the Premises, the Common Areas or the Property which affect the structural integrity of the Building or the functioning of any Building systems, or which reduce the value of the Property. The Lessee has the consent of the Lessor to paint the walls and ceiling of the room. Necessary precautions should be taken to protect the floor while painting.

9. **Sublease or Assignment:** Lessee agrees not to sublease or assign the Premises or any portion thereof without the prior written consent of Lessor, provided, however, that Lessor consents to a single

assignment of the Lease within two years of the Commencement Date to a non-profit organization public benefit corporation formed to carry on the activities of the Sudo Room which is recognized by the Internal Revenue Service as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and that is operated for purposes that qualify for the welfare exemption as defined under California Revenue and Taxation Code Section 214. Any assignment without Lessor's consent shall be void and shall, at the option of Lessor, terminate this Lease.

10. **Termination:**

(initial _____) If Lessee fails to pay rent when due, or to perform any term of this Lease, after not less than three (3) days following written notice of default given in the manner required by law, Lessor may terminate all rights of Lessee under this Lease, unless Lessee, within the time specified, cures the default.

(initial _____) Upon the expiration or earlier termination of this Agreement, Lessee shall return the Premises to Lessor in the same condition as upon the commencement of the Lease, or in the same condition achieved through repairs and maintenance by the Lessor during the lease, ordinary wear and tear resulting from proper use thereof alone excepted. Property of the Lessee left on the Premises after the termination of this Agreement shall be claimed by the Lessor, or removed by the Lessor at the cost of the Lessee.

Lessee may terminate this Lease and surrender possession of the Premises upon the giving of 90 days written notice to Lessor.

11. **Insurance:**

(initial _____) Lessee shall obtain and keep in force general commercial liability insurance covering all of Lessee's activities at the Premises during all periods that this Lease is in effect.

Said insurance policy shall have liability limits not less than **\$1,000,000 per occurrence for personal injuries** and **\$2,000,000 aggregate**. Said policy must include a **Waiver of Subrogation**. Said policy shall name **Lessor** as an additional insured.

12. **California Certified Access Specialist Inspection:** Portions of the real property described in this agreement have undergone inspection by a Certified Access Specialist (CASp), and it has not been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53. A copy of the CASp report has been provided to the lessee. Lessee shall not advertise the premises, or any event held on the premises, as compliant with the Americans with Disabilities Act (ADA) until the requirements of the CASp report are effected. Should Lessee do so and damages arise out of any such misrepresentation, Lessee shall be liable.

13. **Indemnity:** Lessee agrees to indemnify, defend and hold Lessor and its owners, employees, agents and assigns ("Related Parties") harmless and in no way accountable for any liability, claims, costs, losses, damage and expenses, including attorney's fees, incurred by the Related Parties for personal injury or property damage caused by or permitted by Lessee or any other person at the Property with Lessee's consent

14. **Non-profit Status:** The Lessee represents and warrants that it is either a non-profit organization duly organized and existing under the laws of the State of California or under the laws of another state and registered to do business in the State of California, and recognized by either (a) the Internal Revenue Service as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, or (b) the Franchise Tax Board as a tax-exempt organization under Section 23701d of the California Revenue and Taxation Code. Further, the Lessee represents that it is organized and operated for purposes that qualify for the welfare exemption as defined under California Revenue and Taxation Code Section 214.

The Lessee agrees to maintain its qualifying status throughout the term of this Lease and to use the leased premises exclusively for purposes that support this status. The Lessee further agrees to provide the Lessor with any documents or evidence reasonably requested by the Lessor to substantiate the Lessee's continuing compliance with the requirements for the welfare exemption.

The Lessee understands and acknowledges that the Lessor intends to qualify for certain state property tax exemptions applicable to property used for charitable purposes, including but not limited to the welfare exemption. As such, the Lessee agrees to cooperate fully with the Lessor to ensure compliance with all requirements necessary to obtain and maintain such exemptions. This includes, without limitation, promptly notifying the Lessor of any changes that may affect the Lessee's eligibility for the welfare exemption.

In the event that the Lessee's tax-exempt status is revoked or otherwise terminated, the Lessee shall immediately notify the Lessor in writing. The Lessor shall have the right to terminate this Lease upon thirty (30) days written notice to the Lessee, or to impose revised terms and conditions necessary to compensate for the loss of the tax exemption, including without limitation, an adjustment of the rent payable hereunder.

15. **General Provisions:** This Lease shall be binding and shall inure to the benefit of the heirs, administrators, successors and assigns of all the parties hereto. Waiver by Lessor of any breach of any term or condition of this Lease shall not constitute a waiver of subsequent breaches. Invalidity or partial invalidity of any provision of this Lease shall not render the remainder of the Lease invalid or unenforceable. This Lease shall be governed by the laws of the state of California. In the event of any action, arbitration, or other proceeding to enforce this Lease, the parties agree that the sole, exclusive venue for any action shall be in the County of Alameda. This Lease may not be amended or altered except by an instrument in writing signed by the Parties. This Lease constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written. The parties agree to execute and acknowledge a Memorandum of Lease in form recordable and complying with applicable law.

16. **Notice:** Any notices relating to this Agreement must be given in writing and will be deemed, sufficiently given and served for all purposes when delivered (i) personally, in which case it will be deemed to be received on delivery; (ii) by generally recognized next business-day Courier service, in which case it will be deemed delivered on the next business day if timely delivered to such service for next-day delivery, postage pre-paid; (iii) by electronic mail, in which case it will be deemed delivered on the date sent; or (iv) 3 days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as follows:

LESSEE: Omni Commons, doing business as **Sudo Room**
4799 Shattuck Avenue
Oakland, CA 94609
Email:

LESSOR: COLLECTIVE ACTION AND LAND LIBERATION INSTITUTE
1428 Franklin St,
Oakland, CA 94612
Email: info@ebprec.org and ojan@ebprec.org

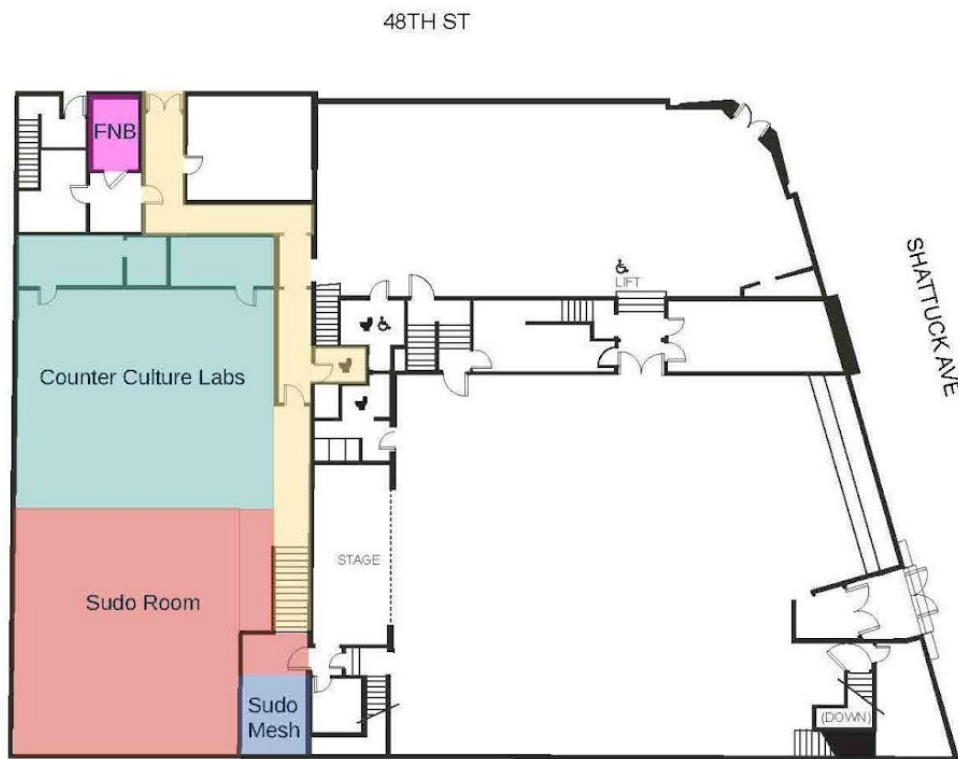
IN WITNESS WHEREOF, Lessee and Lessor have executed this Lease. Lessee has read, understood, and voluntarily agrees to the foregoing.

Lessor: signed by Name:

Title:

Lessee: signed by

EXHIBIT A: Omni Commons Floor Plan



GROUND FLOOR