

ADDENDUM A

The following terms and conditions are hereby incorporated in and made part of the Commercial Lease Agreement in which United Three Groups, Inc. is referred to as ("Lessor"), and NoiseBridge, a registered 501(c)(3) non-profit organization is referred to as ("Lessee").

1. Lessee shall provide the contact information indicated below of its designated officer at the time this Lease is signed. This shall be given in writing to Lessor upon contract signing including email, cell phone, and address

Address:

Cell Phone:

Email Address:

2. Any and all notices required under this Lease may be provided by first-class mail, hand delivery or email transmission.

3. Except to the extent arising from the negligence or willful misconduct of the Lessor or the "Lessor Parties" (as that term is defined below), and subject to Lessor's indemnification obligations set forth below, Lessee waives all claims against Lessor and the Lessor Parties, for lost profit or income, damages to equipment, automobiles, parts, supplies, goods, wares, merchandise, and for injuries to persons in, upon, or about the Leased Property, from any cause including acts of theft, flood, water leakage, acts of God, arising at any time; and

4. Except to the extent arising from the negligence or willful misconduct of Lessor or the Lessor Parties, Lessee will defend and hold Lessor, its directors, officers, employees and agents (the "Lessor Parties"), exempt and harmless from any damage or injury to any person, or the goods, wares, automobiles, parts and merchandise of any person, arising from the use of the Leased Property by Lessee, or from the failure of the Lessee to keep the Leased Property in good condition and repair, as provided by this Lease.

Lessor shall indemnify, defend, protect, and hold harmless Lessee from and against any claims to the extent incurred in connection with or arising from (a) any negligence or willful misconduct of Lessor or the Lessor Parties in, on or about the Leased Property; and (b) any breach, violation, or non-performance by Lessor or the Lessor Parties of any term, covenant, or provision of this Agreement.

5. Lessee may not assign or sub-lease any part of the Leased Property without Lessor's express prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

6. Neither Lessor nor any of its agents has made any representation or warranty as to the condition of the Leased Property or the suitability of the Leased Property for the conduct of Lessee's business.

7. Lessee shall not do or permit any act to be done that will increase the existing rate or cause of cancellation of insurance on the Leased Property or will cause substantial increase in utility services normally supplied to the Leased Property.

8. Lessor shall comply with all statutes, ordinances, rules, regulations, and other requirements of all governmental entities, now or later in force, including but not limited to, all provisions of the American with Disabilities Act, that pertain to Lessee's use of the Leased Property, and with all reasonable rules and regulations that are adopted by Lessor for the safety, care, and cleanliness of the Leased Property and the preservation of good order on the Leased Property. Notwithstanding the foregoing, in no event shall Lessee

have any obligation to make any alterations, repairs and/or to otherwise remedy (or any liability whatsoever therefor) a condition existing prior to the Commencement Date.

9. Lessor agrees not to conduct any auction sale in the Leased Property.

10. Lessee shall not do or permit any act to be done in or about the Leased Property which will create a nuisance, or place any loads upon the floor, walls or ceiling which endanger the structure, or obstruct the sidewalk or passage ways or stairways in front of, within, or adjacent to the Leased Property, or do or permit to be done anything in any way tending to disturb the occupants of neighboring property or tending to injure the reputation or appearance of the building.

* * *

WITNESS the signatures of the parties, this the 12th day of March, 2020__.

LESSOR: United Three Groups, Inc.

LESSEE: NoiseBridge, a registered
501(c)(3) non-profit organization

By: Douglas D. Kwan
Title: Managing Director

By: _____
Title: _____