United States District Court
Northern District of California
Case No. 4:24-CV-04722-YGR
Case Title Musk et al. v. Altman et al.
Exhibit No. DX-0545
Date Entered
Mark Busby, Clerk
By:_____, Deputy Clerk
Δ DEFENDANT Δ

From: Chris Clark [chris@ycr.org]
on behalf of Chris Clark <chris@ycr.org> [chris@ycr.org]
Sent: 6/22/2016 5:41:44 AM
To: Jared Birchall [jbirchall@muskfoundation.org]
CC: Nicole Imhof [nicole@ycombinator.com]; Sam Altman [sam@ycombinator.com]
Subject: Re: Pioneer Building Lease
Attachments: Signed_OpenAI_Pioneer_Tenancy_at_Will.pdf

Jared,

You should have received the Tenancy at Will agreement signed by Sam earlier this evening. I've attached a copy just in case.

Note you will need to fill in the date of the master lease since we weren't sure if that had changed.

Please send us a copy of the fully executed document once you have it, and thanks again for all your help!

Chris

On Fri, Jun 17, 2016 at 12:53 PM Jared Birchall <jbirchall@muskfoundation.org> wrote:

> Hi Sam - Not sure if you are still traveling, but attached is a 'tenancy at will' agreement between Musk Industries and OpenAI. Please sign and send back at your earliest convenience. Or if Nicole can help, that would be great as well.
>
> Crazier things have happened, but it is looking like we should have the lease agreement finalized today. Atit (building owner) has requested that we not spread the news until he is personally able to let a few of the other parties know who are also trying to lease the building.
>
> Thanks!
>
> Jared

Jared J. Birchall
Managing Director
Musk Family Office
[redacted]

On Thu, Jun 9, 2016 at 10:37 AM, Sam Altman [redacted] wrote:

> Chris or Matt, could you please tell Jared the full legal name of the OpenAI organization?
>
> Nicole, Jared may need you to sign a document for me today. I'm ok with whatever he sends over.
>
> Thanks
> Sam
>
> On Thu, Jun 9, 2016 at 7:00 PM, Jared Birchall <jbirchall@muskfoundation.org> wrote:

Hi Sam - I am helping Elon finalize the lease on the Pioneer building and wondered if you have a few minutes this morning to speak?

Thank you,

Jared

Jared J. Birchall
Managing Director
Musk Family Office
[redacted]

AGREEMENT FOR TENANCY AT WILL

THIS AGREEMENT FOR TENANCY AT WILL (this "**Agreement**") is made between Musk Industries LLC, a California limited liability company and OpenAI, Inc., a Delaware corporation ("**OpenAI**"). Musk Industries LLC and OpenAI hereby agree as follows:

1. Recitals. This Agreement is made with reference to the following facts and objectives:

(a) Musk Industries LLC is the Tenant under an Office Lease Agreement for the lease of the Pioneer Building at 3180 18th Street, San Francisco, CA (the "**Premises**") in which Bridgeton Pioneer Property LLC, a Delaware limited liability company, is the Landlord, and Musk Industries LLC, is the Tenant, dated _____ (the "**Pioneer Building Lease**").

(b) Section 25(y) of the Pioneer Building Lease provides that Musk Industries LLC may allow OpenAI to use the Pioneer Building for general office use.

(c) By this Agreement, Musk Industries LLC and OpenAI wish to set forth the terms of the tenancy at will allowing OpenAI permission to use and occupy the Premises.

2. Musk Industries LLC grants OpenAI permission to use and occupy 100% of the Premises as a tenant at will, effective on the Commencement Date, as defined in the Pioneer Building Lease.

3. When using the Premises, OpenAI shall comply with all of the terms and conditions of the Pioneer Building Lease.

4. At any time, and in its sole discretion, Musk Industries LLC may terminate OpenAI's permission to use and occupy the Premises. Musk Industries LLC shall give to OpenAI thirty (30) days written notice of such termination, in compliance with section 789 of the California Civil Code and section 1162 of the California Code of Civil Procedure.

5. For any period in which Musk Industries LLC allows OpenAI to use and occupy the Premises, upon ten (10) days written notice to OpenAI, Musk Industries LLC may require, OpenAI to pay all of the Rent and other charges set forth in Section 4 of the Pioneer Building Lease, and all other costs and charges payable by Tenant under the Pioneer Building Lease. OpenAI shall make all such payments directly to Landlord.

6. OpenAI shall not use or occupy the Premises until OpenAI has provided to Musk Industries LLC a copy of its IRS Form 1023 Application for Recognition of Exemption and all accompanying documents, as filed with the IRS. Immediately upon receipt, OpenAI shall provide a copy of its determination letter and all correspondence from the IRS concerning OpenAI's tax exempt status and its private foundation status. OpenAI represents and warrants that it will apply for, and expects to receive, a determination from the IRS that OpenAI will not be a private foundation.

MUSK INDUSTRIES LLC, a California limited liability company	OPENAI, INC., a Delaware corporation
By: _____	By: _____
Its: _____	Its: Director

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