CLIENT REPRESENTATION AGREEMENT

Pursuant to this Client Representation Agreement ("Agreement"), the undersigned Community School for Creative Education ("Client") hereby irrevocably grants to COLLIERS PARRISH INTERNATIONAL, INC. ("Broker") the exclusive right to represent Client for purposes of identifying potential property consistent with Client's requirements and also to negotiate on behalf of Client for Client's lease and/or purchase of property selected by Client, subject to the terms and conditions of this Agreement.

A. TERM

The exclusive agency hereby created ("Agency") shall be for a period commencing on February 1, 2023 ("start date") and ending at midnight on December 31, 2023 ("end date") ("Initial Agency Period"). The Agency shall continue automatically for thirty (30) days from and after the end date of the Initial Agency Period and thereafter be extended again for additional thirty (30) day increments until the Agency is expressly revoked by Client in writing OR on the six-month anniversary of the originally established end date, whichever occurs first. Client agrees to provide thirty (30) days notice to Broker before revocation of the Agency shall be effective. The Agency can be extended beyond the six-month anniversary date by the Client's written notice to Broker that Client agrees to extend the Agency to a new date certain. In this Agreement, "Agency Period" shall refer to the period of time from the start date to the end of the last extension of the Agency.

B. BROKER'S AUTHORITY

Client hereby authorizes Broker (a) to identify properties that Broker determines meet Client's requirements as set forth below, with the understanding that Client may modify these requirements from time to time; (b) to submit such properties for Client's consideration; and (c) with Client's prior approval, to negotiate for Client's lease or purchase of specific property. Broker is not authorized to commit Client to the lease or purchase of any property or to sign any instruments on behalf of Client without Client's express prior written consent.

C. REQUIREMENTS FOR PROPERTY

1. **TYPE**: Identify lease and purchase options in designated neighborhood of Oakland and/or assist with negotiation of new lease at 2111 International Blvd.
2. **LOCATION**: 2111 International Blvd or other location acceptable to client
3. **OTHER CHARACTERISTICS, IF ANY**: Minimum of 20,000 sf, open space, parking, ADA compliant, sprinklered
4. **PRICE AND/OR RENTAL**: Acceptable as determined by client

D. BROKER'S ENTITLEMENT TO COMPENSATION

In consideration of Broker's services hereunder, Client agrees to support Broker in Broker's effort to obtain a market-based fee on any proposed transaction. Client and Broker intend that the payment of Broker's commission shall be made directly by the owner of the property leased and/or purchased by Client. Client agrees that provisions for such payment of Broker's commission shall be included in any offers or agreements for the lease or purchase of property for Client.

Broker's right to compensation as set forth above shall extend for ninety days beyond the expiration of the Agency, with respect to those contacts and properties identified by Broker as set forth in this paragraph. Within thirty days following the final expiration of the Agency, Broker shall provide Client with a written Registration List containing the names of all properties and contacts made by Broker on Client's behalf during the Agency. Broker shall be entitled to compensation in the event that Client enters into a contract for the lease or purchase of identified property or for the lease or purchase of other property with any person or entity identified on the Registration List.

A. DISCLOSURES, EXPERT MATTERS, RESPONSIBILITIES OF CLIENT AND BROKER, AND THIRD PARTY INFORMATION

The following is intended to describe the responsibilities undertaken by Colliers and by Client with regard to disclosure issues and expert matters as described below:

EXPERT MATTERS: There are a number of potentially significant matters related to commercial properties, which may be material to a particular transaction, the evaluation of which would require specialized expertise which is beyond the expertise and/or responsibility of the Broker ("Expert Matters"). Broker recommends that parties to a potential lease or sale transaction obtain the advice of qualified professionals and experts prior to the consummation of any transaction. Parties to a sale or lease transaction should not and will not rely on Broker with regard to Expert Matters, but instead will rely entirely on their own investigation and those of qualified professionals and experts.

Expert Matters may include, but are not limited to, the following: the use, generation, storage or presence of hazardous or toxic substances and underground storage tanks; natural hazards, such as fire, flood, or earthquake; building safety and structural integrity of roof, walls, and foundations or any improvements located on the Property; operation or condition of mechanical, plumbing, utility or life safety systems; "clean rooms" (including, but not limited to, classification, operation and/or condition); mold, fungus, water damage, or effects of moisture; compliance with Americans with Disabilities Act (ADA); compliance with building, zoning and fire codes; tax, accounting, or legal effects or consequences of the proposed transaction; survey, linear or area measurements of the Property; availability and/or adequacy of utilities and utility connections and panels, adequacy, availability and condition of sewer lines and/or connections, public transportation, or other infrastructure; zoning and permitted land uses; insurance policies and premiums; architectural design or engineering; geotechnical/soil condition; termites or other pests or rodents; statements of income and expense or other financial statements; the financial soundness of a prospective tenant or subtenant; condition of title; or existing taxes, assessments or liens.

Broker has no responsibility to, has not made and will not make an independent investigation or determination with respect to any Expert Matters. Any information communicated by Broker regarding any of the Expert Matters arises from third party sources and has not been and will not be independently verified by Broker. Any provision of third party information or related materials to Client by Broker is for general informational purposes only. In addition, any information furnished by Broker is not intended to be tax, legal, investment, or transaction advice. Broker makes no guarantees, representations or warranties of any kind, express or implied regarding the accuracy, authenticity, completeness, legality, or reliability of any third party information. Client and any other interested party should undertake their own inquiries as to the accuracy of the third party information, and acknowledges and agrees that Broker shall not be liable for any errors, omission or inaccuracies of any third party information provided.

E. DISPUTE RESOLUTION

Any disputes between the Client and Broker (collectively "Parties") arising from this Agreement or the real estate transaction contemplated in it shall be resolved as follows:

1. **DIRECT DISCUSSIONS AND MEDIATION:** Client and Broker shall first try to resolve disputes through direct discussions involving people and representatives with decision-making authority. In the event of delays, failure to participate, or either party's belief that direct discussions will not be successful, the Parties shall proceed with mediation. Any disputes between Client and Broker not resolved through such direct discussions shall be submitted to mediation using the mediators and procedures of JAMS, with such mediation taking place at the San Jose, California offices of JAMS unless the Parties agree otherwise in writing; the Parties shall share equally the costs of such mediation charged by JAMS. The Parties shall select the mediator within fifteen (15) days of the request for mediation; if they are unable to reach agreement on the selection of a mediator, JAMS shall appoint one not later than thirty (30) days from the request for mediation. Any mediation pursuant to this Agreement shall be completed within sixty (60) days of the selection of a mediator, unless the Parties agree otherwise in writing. Participation in mediation as provided herein is a condition precedent to any form of binding dispute resolution. Notwithstanding the forgoing, the Parties are not required to mediate disputes that are within the jurisdiction of the Small Claims Court of the State of California.

2. **BINDING DISPUTE RESOLUTION:** Any disputes unresolved after mediation shall be resolved through binding arbitration using the JAMS Streamlined Arbitration Rules & Procedures that are in effect as of the date of this Agreement, and administered through and conducted at the office of JAMS located in San Jose, California, unless the Parties mutually agree in writing to select another set of arbitration rules and/or administrating entity and/or location to conduct the arbitration. Such arbitration will be conducted by one arbitrator selected by the Parties or, if they are unable to do so, by JAMS, with the parties sharing equally in the administration and arbitration fees charged by JAMS. Notwithstanding the forgoing, the arbitrator shall award the prevailing party its reasonable attorneys' fees, costs (including reimbursement of mediation and arbitration fees paid to JAMS), and expert witness fees in addition to any other relief awarded. The arbitration award shall be confirmed and entered as a judgment in any court of the State of California of competent jurisdiction. If any party refuses or neglects to appear at or to participate in arbitration proceedings after reasonable notice, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented by the party or parties who do participate. Notwithstanding the forgoing, the Parties are not required to arbitrate disputes that are within the jurisdiction of the Small Claims Court of the State of California.

F. DUAL AGENCY AUTHORIZED

Client hereby authorizes Broker to represent and serve as agent for any owner of property, and Client hereby waives any claims on the basis of conflict of interest that might arise as a result thereof.

G. GENERAL PROVISIONS

1. **BINDING ON HEIRS**: The heirs, transferees, successors and assigns of the parties hereto are duly bound by the provisions hereof.

2. **AMENDMENTS AND MODIFICATION**: No amendments to or modifications of this Agreement nor the termination of this Agreement shall be valid or binding unless made in writing. Any purported amendment or modification of this Agreement that is oral, or that is in writing but not signed by both Client and Broker, shall be void and of no effect whatsoever.

3. **ENTIRE AGREEMENT OF PARTIES**: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the agency created herein. Both parties to this Agreement acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

4. **PARTIAL INVALIDITY**: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

5. **GOVERNING LAW:** This Agreement will be governed by and construed in accordance with the laws of the State of California

6. **NOTICES**: Notices under this Agreement shall be provided in writing to the other party by regular U.S. mail, by facsimile, or by e-mail, addressed to the last known postal address, facsimile number, or email address of the party.

H. OTHER TERMS AND CONDITIONS

_____.

The undersigned Client has read and understood and hereby agrees to be bound by the foregoing.

BROKER: Colliers Parrish International, Inc., dba Colliers International

By: _____ _____
Date

Email: Gregory.hunter@colliers.com

By: _____ _____
Date

Email: Tony.burnett@colliers.com

Client: Community School for Creative Education

By: _____ _____
Date

Its: Head of School

By: _____ _____
Date

Its: Business Operations Manager

Phone: _____ Fax: _____

Email: Kimberlyp@communityschoolforcreativeeducation.org