

Grant Agreement
between the
Omni Oakland Commons (“Omni”)
and the
Sudo Room Project

On _____ 2016, Omni decided that financial support of the Project (hereinafter referred to as the Project) as described in your application dated _____ 2016 will further Omni’s charitable purposes. Therefore, Omni has created a restricted fund designated for the Project, and has decided to grant all amounts that it may deposit into that fund, less any charges as set forth below, to the Project, subject to the following terms and conditions. Omni retains the unilateral right to spend funds in the restricted fund to accomplish the purposes of the Project as nearly as possible within Omni’s sole judgment. The parties agree that all money and the fair market value of all property in the restricted fund be reported as the income of Omni.

1. The Project shall provide Omni with its [governing documents](#), roster of officers (see Exhibit A), and a complete and filed IRS Form SS-4, showing the Project’s separate existence as an organization.
2. The Project shall use the granted funds solely for the purposes outlined in the aforementioned application, and the Project shall repay to Omni any portion of the amount granted which is not used for the Project. Any changes in the purposes for which grant funds are spent must be approved in writing by Omni before implementation. Omni reserves the right, if the Project breaches this Agreement, or if the Project’s conduct of the project jeopardizes Omni’s legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to expend such funds as to accomplish the purposes of the project as nearly as possible within Omni’s sole judgment. Any tangible or intangible property, including copyrights, obtained or created by the Project shall remain the property of the Project.
3. The Project may solicit grants, gifts, or contributions to Omni, earmarked for Omni’s restricted fund for this project. The Project shall keep Omni apprised of its fundraising activities and provide copies of fundraising solicitations. An advance list of the Project’s choice of funding sources to be approached, and the text of all fundraising materials must be submitted to Omni for pre-approval. The cost of any reports or other compliance measures required by funding sources shall be borne by the Project.
4. An administrative charge of 5% of all amounts paid to the Project from the restricted fund shall be deducted by Omni to defray Omni’s costs of administering the restricted fund and this grant.
5. The Project shall be entitled to use the portion of 4799 Shattuck Avenue, Oakland, California (the ‘Property’) depicted in Exhibit B as ‘Sudo Room’ (the ‘Project Area’) exclusively for the purposes stated in the application. The Project and its members, guests, clients, users, volunteers or participants (‘Participants’) shall have a non-exclusive license to use the Common Areas depicted on Exhibit B in common with the other members, guests, clients, users, volunteers or participants of Omni provided that the Participants use of the Common Areas does not infringe any of the Omni’s other members, guests, clients, users, volunteers or participants right to use said Common Areas.

6. The Project has received a copy of the Omni's master-lease for the Property and agrees to comply with all terms and conditions contained in the Master Lease. The Project shall not use the Project Area, the Common Areas or the Property, or permit anything to be done in or about the Project Area, the Common Areas or the Property, which will in any way violate any law, ordinance, rule, regulation or requirement affecting the Project Area, the Common Areas or the Property. The Project, from funds in the restricted fund, shall obtain any and all licenses, permits, authorizations and approvals of governmental authorities required in order to enable the Project lawfully to conduct its business in the Project Area, if any. The Project 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 Project Area, 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. The Project shall pay out of the restricted fund any additional premiums charged for any such insurance policy by reason of the Project's failure to comply with the provisions of this paragraph. The Project shall not cause, maintain or permit any nuisance in, on or about the Project Area, the Common Areas or the Property. The Project shall not commit or suffer the commission of any waste in, on or about the Project Area, the Common Areas or the Property.

7. The Project agrees to comply with all written Building Rules posted by the Omni, if any, regarding use of the Project Area, the Common Areas or the Property. Omni may amend the Building Rules by giving the Project 30 days written notice. The Project shall not permit any of the Project's Participants to violate the Building Rules.

8. The Project agrees to keep the Project Area, the Common Areas and the Property and all fixtures, accessories, and appliances in a clean, sanitary, and safe condition. If the Project or the Project's Participants cause or permit damage to the Project Area, the Common Areas or the Property, the Project shall pay the cost to repair the damage out of the restricted fund.

9. Except as stated on Exhibit B, the Project shall not make any additions, alterations or improvements to the Project Area, the Common Areas or the Property, without obtaining the prior written consent of Omni, which approval shall not be unreasonably withheld. In no event shall the Project make any Alterations to the Project Area, 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.

10. Omni shall disburse grants from the restricted fund on the 10th day of each month or on a date mutually agreed by the parties.

11. Nothing in this agreement shall constitute the naming of the Project as an agent or legal representative of Omni for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and the Project shall make no such representation to anyone.

12. The Project shall submit a full and complete report to Omni at the end of the Project's annual accounting period within which any portion of the grant is received or spent. The report shall describe the charitable programs conducted by the Project with the aid of this grant and expenditures made with grant funds, and shall

report on the Project's compliance with the terms of the grant. In addition to the Annual Report(s), the Project shall also submit brief Quarterly Reports summarizing expenditures and activities if requested so by Omni. Omni may withhold payment of grants from its restricted fund to the project pending timely receipt and

13. This grant may not be used in any attempt to influence legislation within the meaning of IRS Code 501(c)(3) without the express, advance written consent of Omni. The Project shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf or in opposition to any candidate for public office, or to induce or engage in violations of law or public policy, or to cause any private inurement or improper private benefit to occur, nor to take any action inconsistent with IRC Section 501(c)(3).

14. The Project shall notify Omni immediately of any change in its tax or legal status, or executive staff responsible for achieving the grant purposes.

15. The Project hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Omni, its officers, directors, employees and agents, from and against any claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Project, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to this grant, or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Omni, or its officers, directors, employees, or agents.

16. Either party may terminate this Agreement upon giving 30 days written notice. Upon termination, funds in the restricted fund may be (i) granted to another tax exempt charitable corporation agreed by the parties or (ii) granted to the Project for charitable purposes if the Project is not in breach of this agreement. If after 3 years the Project has had no activity, Omni may expend any balance remaining in the restricted fund designated for the project in order to accomplish the purposes of the project as nearly as possible within Omni's sole judgment.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to such agreements. This Agreement constitutes the entire agreement between the Project and Omni on the subject hereof, and supersedes any previous oral or written understandings between the parties.

The Agreement may only be modified upon mutual written consent. Each provision of this Agreement is severable from the other provisions. If, for any reason, any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision shall have no effect on the remaining provisions of this Agreement, which shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written below.

Jennifer Ryan, President, Sudo Mesh

, Omni Oakland Commons

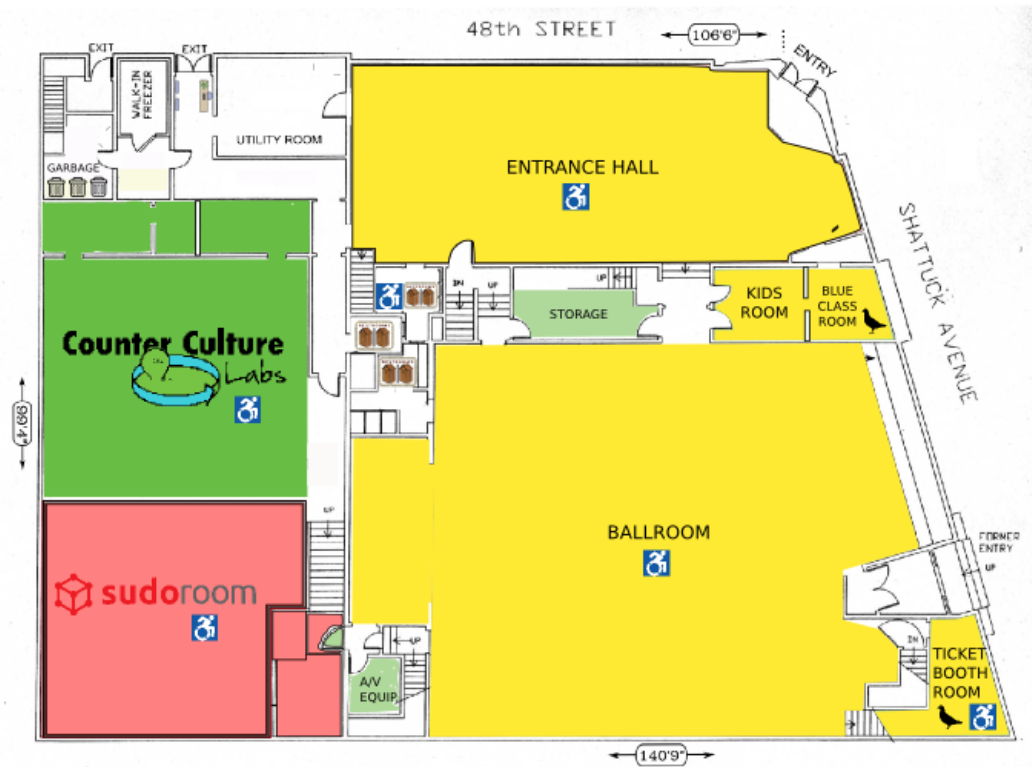
EXHIBIT A: SUDO MESH BOARD OF DIRECTORS

- Max Bittman
- Marc Juul Christoffersen
- Jeremy Entwistle
- Arlo Fishman
- Pete Forsyth
- Chris Jeffries
- Jennifer Ryan
- Matthew Senate
- Jacob Sternback

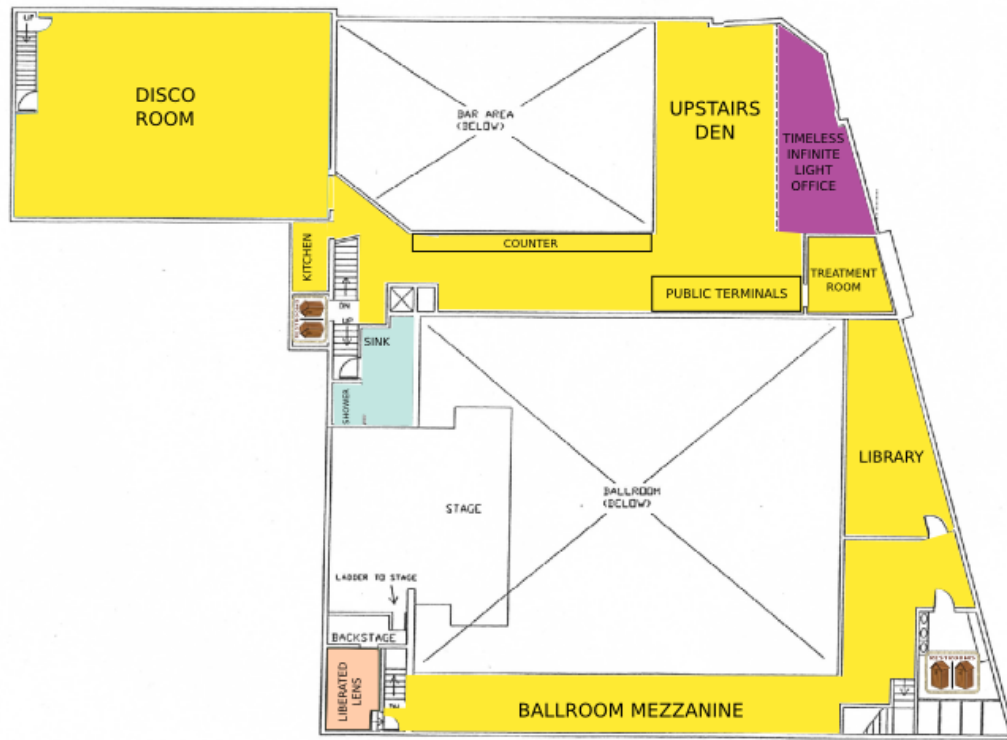
EXHIBIT B

Omni Commons Floor Plan





GENERAL FLOOR PLAN +/- 12,280 SF
4799 Shattuck Avenue, Oakland, CA



MEZZANINE & UPPER LEVELS +/-4640 SF