

Exclusive Authorization for Purchase or Lease of Property

_____ (“Company or Client”) hereby authorizes Skyscraper Group, Inc. to act as its sole agent and grants to Skyscraper Group the exclusive right to conduct a survey of available or potentially available property for lease or for sale in San Francisco County, California.

- 1.) TERM: The term of this Agreement begins upon the date of full execution of this contract, and will expire at midnight on sixty (60) calendar days after its mutual execution.
- 2.) SKYSCRAPER GROUP SERVICES: Skyscraper Group will enlist the best efforts of its firm to secure a location(s) satisfactory to Client. Skyscraper Group will contact potential landlords, and will acquire the details on all contemplated or presently available locations and present to Client those which, in Skyscraper Group’s opinion are the most suitable for Client’s purposes. If and when Client decides on a location(s), Skyscraper Group will negotiate the terms of the lease or purchase on client’s behalf and in Client’s interest and subject to client’s approval(s).
- 3.) CLIENT REFERRALS: Client will refer to Skyscraper Group all inquiries and offerings received by Client regarding the lease or sale of property, and all negotiations will be conducted solely by Skyscraper Group or under Skyscraper Group’s direction, subject to client’s review and final approval.
- 4.) BROKER RECOGNITION: **Client agrees to recognize Skyscraper Group as its sole and exclusive broker** in connection with any prospective locations submitted to client during the term of this Agreement. Subsequent to the expiration of this agreement, Client agrees to continue to recognize Skyscraper Group as its sole and exclusive broker for a period of 120 days in connection with any prospective locations submitted to Client during the term of this Agreement. Client agrees that such 120-day period will be extended for so long as negotiations with a prospective landlord are continuing.
- 5.) COMMISSION: Unless otherwise agreed, Skyscraper Group will look to the landlord for payment of the commission or fee. Client agrees not to proceed with the execution of a lease or a sales transaction unless and until Skyscraper Group receives written confirmation of its fair market compensation payable from the landlord or Client.
- 6.) PROPERTY INFORMATION: Client acknowledges that Skyscraper Group is not responsible to determine whether toxic or hazardous wastes or substances or other undesirable materials are present, or whether defective conditions exist, at the property which ultimately may be leased. Client acknowledges that it is solely Client’s responsibility to conduct investigations to determine the presence of such materials. Any property information provided to client shall be used only for the purposes intended in this agreement and no listing data shall be shared with the general public or any online data services.
- 7.) FEES AND EXPENSES: If either party institutes legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys’ fees (capped at \$10,000). Interest shall accrue on any past-due amounts under this Agreement at the maximum rate permissible under applicable law.

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- 8.) **AUTHORITY:** Client represents that it has the authority to enter and sign this Agreement. The individuals signing this Agreement represent that they are authorized signatories.
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- 9.) **PROFESSIONAL ADVICE:** Skyscraper Group recommends that Client obtain legal, tax or other professional advice relating to this Agreement and the proposed lease of any property, as well as the condition and/or legality of any property, including, but not limited to, the property's improvements, equipment, soil, tenancies, title, environmental aspects and compliance with the Americans with Disabilities Act. Skyscraper Group will have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Client and Skyscraper Group.
- 10.) **SURVIVAL:** This agreement is binding upon the parties hereto and their respective successor's and assigns. The term "Client" includes affiliates, successors, assigns, and nominees.
- 11.) **TERMINATION:** This agreement may be terminated only by mutual written agreement of the parties or by either party upon the occurrence of a willful, material breach of this Agreement which remains uncured for a period of thirty days after delivery of written notice thereof to the defaulting party by the non-defaulting party.
- 12.) **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between Client and Skyscraper Group and supercedes all prior discussions. No modification of this Agreement will be effective unless made in writing and signed by both Client and Skyscraper Group. Client Acknowledges receipt of a copy of this Agreement.

AGREED AND ACCEPTED (CLIENT):

BY: _____

Title: _____

Date: _____

SKYSCRAPER GROUP, INC.

BY: _____
Eric L. Risberg, President | Skyscraper Group, Inc.
268 Bush Street, Suite 2100
San Francisco, CA 94104

Date: _____