

PROJECT SPONSORSHIP TRANSFER AGREEMENT

This PROJECT SPONSORSHIP TRANSFER AGREEMENT (the “Agreement”) is made as of July 31, 2015 (the “Effective Date”), by and between Community Partners, a California nonprofit public benefit corporation (“Successor”), and The Advancement Project, a California nonprofit corporation (“Transferor” and, together with Successor, the “Parties” and each, a “Party”), with respect to the Urban Peace project currently operated by Transferor and to be known, following the consummation of the transactions contemplated hereby, as the Urban Peace Institute and/ or such other name as may be selected by Successor (the “Project”).

Both Transferor and Successor are qualified as exempt from federal tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder (the “Code”), and as public charities under Code sections 509(a)(1) and 170(b)(1)(A)(vi).

The Project is spinning off from Transferor because its growth necessitates the creation of a stand-alone organization that will have more flexibility in expanding nationally and internationally. This Agreement sets forth the terms on which the Parties shall effect such transaction.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Operations

On or before 12:01 a.m. on August 1, 2015 (the “Transfer Date”), Transferor shall completely cease operation of the Project, and, *provided* that Transferor has Transferred (as defined herein) to Successor the contractual rights and other assets set forth herein, Successor, under the leadership of Fernando Rejon and Susan Lee (together, the “Project Leaders” and collectively with Successor, the “Project Parties”) shall assume operation of the Project, including all work in progress, operation of email accounts, maintenance of passwords and codes and liabilities related thereto. The Parties shall fully cooperate with each other to timely execute all documents and instruments, provide information and do or cause to be done any and all such acts and things as may be required or reasonably appropriate to Transfer all of the operations of the Project hereunder and the Transferred Assets (as defined herein) to Successor. As used in this Agreement, the term “Transfer” shall mean, if used as a verb, to assign, deliver, remit, convey or otherwise transfer, and, if used as a noun, shall have a correlative meaning.

2. Real Property.

- A. Effective as of the Transfer Date, Transferor shall assign to Successor for the benefit of the Project, and Successor shall assume from Transferor, the lease dated May 5, 2015, by and between Transferor and International Church of the Foursquare Gospel (“Landlord”), relating to the real property located at 1910 W. Sunset Boulevard, Suite 800, Los Angeles, California, 90026 (the “8th Floor Lease”), *provided* that Landlord has consented to such assignment on terms reasonably acceptable to the Parties. Subject to the Landlord’s consent,

Transferor shall be released from all obligations and liabilities arising under the 8th Floor Lease. Such Transfer and assumption shall be effected pursuant to a lease assignment substantially in the form attached hereto as Exhibit A-1 (the "Lease Assignment"), which shall contemplate the potential subsequent assignment of the 8th Floor Lease by Successor to a person, if any, that after the Transfer Date agrees to continue the operations of the Project (a "Project Successor"). Transferor shall use all reasonable efforts to obtain the Landlord's consent to the Lease Assignment prior to the Transfer Date. Subject to the Landlord's consent, Transferor and Successor shall execute and deliver to the other the Lease Assignment on or prior to the Transfer Date. In the event that Transferor is unable to obtain Landlord's consent to such assignment on or prior to the Transfer Date, Transferor shall make available to Sublessor, for the benefit of the Project, access to and exclusive use of the premises subject to the 8th Floor Lease, in accordance with the terms of the 8th Floor Lease, until such time as the Landlord's consent to the assignment contemplated hereby can be obtained, in which case both Parties shall work in good faith to obtain such consent.

- B. Transferor shall sublease to Successor, and Successor shall sublease from Transferor, the real property located at 1910 W. Sunset Boulevard, Suite 820, Los Angeles, California, 90026, plus eight (8) unreserved parking spaces in such building (collectively, the "Subleased Premises"), pursuant to a sublease substantially in the form attached hereto as Exhibit A-2 (the "Sublease"), which Sublease shall (a) pass through, without any premium, rental payments under the master lease from and after the Transfer Date, (b) allocate such rental payments on a proportionate square footage basis, (c) permit assignment of the Sublease to a Project Successor and (d) be effective as soon as practicable after Landlord provides its written consent to the Sublease. Transferor shall use all reasonable efforts to obtain the Landlord's consent to the Sublease within a reasonable time after the Transfer Date. From the Transfer Date until such time as the Sublease is effective, Transferor shall make available to Sublessor, for the benefit of the Project, access to and exclusive use of the Subleased Premises, in accordance with the terms of the Lease Agreement dated June 6, 2011, by and between Transferor and Lessor, to the extent related to the Subleased Premises.

3. **Cash Balance**

- A. On the Transfer Date, subject to the satisfaction or waiver of the conditions set forth in Section (3)(B), Transferor shall deliver to Successor, for the benefit of the Project, the amount noted on Exhibit B (the "Cash Assets"), minus the sum of (i) 7.5% of the Cash Assets, and (ii) Four Thousand Eight Hundred Seventy-five dollars (\$4,875) (the "Holdback Amount"), by check or wire transfer of immediately available funds to the account designated by the Project Parties on the Transfer Date. During the thirty (30)-day period immediately following the Transfer Date, Successor and Transferor shall cooperate with each other to confirm that the Cash Assets accurately reflect the amount allocable to the Project immediately prior to the Transfer Date. In the event that Successor and

Transferor reasonably determine that there is any inaccuracy such amount, then Transferor or Successor, as applicable, shall promptly remit to the other the amount necessary to correct such inaccuracy. After Transferor's delivery of the Cash Assets minus the Holdback Amount, as between Successor and Transferor, Successor will have all right, title and interest in and to the Cash Assets, subject to Transferor's rights in respect of the Holdback Amount set forth herein.

The Holdback Amount shall be held and maintained by Transferor until September 30, 2015. As soon as practicable following the Transfer Date, but no later than September 15, 2015, Transferor shall prepare and deliver to Successor a statement setting forth in reasonable detail the expenses incurred by the Project prior to the Transfer Date that were unpaid as of the Transfer Date (the "Outstanding Expenses"), accompanied by invoices and other appropriate documentation of the Outstanding Expenses, as well as confirmation by Transferor that the Outstanding Expenses have been or will be timely paid by Transferor. On or prior to September 30, 2015, Transferor shall deliver to Successor, for the benefit of the Project, an amount equal to the Holdback Amount minus the Outstanding Expenses, if any, by check or wire transfer to the account designated by the Project Leader not less than two (2) business days prior to September 30, 2015 (or, if no such account is so designated, to the account to which the Cash Assets minus the Holdback Amount were delivered on the Transfer Date). As of the Transfer Date, Transferor shall hold the Holdback Amount in escrow for the benefit of Successor and, except for the right set forth herein to apply all or any portion of the Holdback Amount to cover the Outstanding Expenses, Transferor shall have no right to retain, spend or otherwise use all or any portion of the Holdback Amount.

- B. Conditions to Obligation of Transferor. The obligation of the Transferor to deliver the Cash Assets as set forth in Section (3)(A) is subject to the satisfaction of each of the following conditions:
- a) Acceptance of Application. Successor shall have provided to Transferor written confirmation that Successor has approved the Project as a sponsored project of Successor;
 - b) Leasehold Interests. Successor shall have delivered to Transferor the Lease Assignment and Sublease, each executed by Successor; and
 - c) Settlement of Credit Card Accounts. The credit cards listed on Schedule 3(B)(c) shall have been returned to the Transferor, and all accounts and balances payable by the holders thereof (and not subject to reimbursement by Transferor) in connection with such credit cards shall have been settled in full, to the reasonable satisfaction of Transferor.

4. **Other Assets**

- A. Effective as of the Transfer Date, Transferor hereby Transfers to Successor, for the benefit of the Project, all of Transferor's right, title and interest in and to the assets listed on Schedule 4(A) (collectively, the "Non-Cash Assets").
- B. Effective as of the Transfer Date, subject to the conditions set forth herein, Transferor hereby Transfers to Successor, for the benefit of the Project, all of Transferor's right, title and interest in, to or arising from the contracts, grant applications and donation solicitations set forth on Schedule 4(B) (the "Transferred Contracts"), contingent on the completion and, if applicable, execution, by Successor of all forms, instruments, documents and ancillary paperwork reasonably required by the terms of such Transferred Contracts for the valid Transfer of such Transferred Contracts to Successor. In the event that any Transferred Contract cannot be validly Transferred to Successor as of the Transfer Date, Transferor and Successor, under the leadership of the Project Leaders, shall take any and all steps as may be reasonably necessary to cause (i) Transferor's obligations under such Transferred Contract to be performed or otherwise satisfied by or with the assistance of Successor, and (ii) the benefits of such Transferred Contract, including payments and reimbursements, to be provided to Successor. Without limiting the generality of the foregoing, with respect to each Transferred Contract, until it can be validly Transferred to Successor, Transferor shall timely undertake all billing and collections activities with respect to such Transferred Contract as may be required thereunder or as may be reasonably requested by Successor.
- C. With respect to the contracts, grant applications and donation solicitations set forth on Schedule 4(C) (the "Shared Contracts" and, collectively with the Cash Assets, Non-Cash Assets, and Transferred Contracts, the "Transferred Assets"), solely to the extent that such Shared Contracts are intended to benefit the Project (the "Project's Portion"), Transferor hereby Transfers to Successor, for the benefit of the Project, all of Transferor's right, title and interest in, to or arising from the Project's Portion of such Shared Contracts, contingent on the completion and, if applicable, execution, by Successor of all forms, instruments, documents and ancillary paperwork reasonably required by the terms of such Shared Contracts for the valid Transfer of the applicable rights in such Shared Contracts to Successor. In the event that any rights in a Shared Contract cannot be validly Transferred to Successor as of the Transfer Date, Transferor and Successor, under the leadership of the Project Leaders, shall take any and all steps as may be reasonably necessary to cause (i) Transferor's obligations under such Shared Contract to be performed or otherwise satisfied by or with the assistance of Successor, and (ii) the benefits of the Project's Portion of such Shared Contract, including payments and reimbursements, to be provided to Successor. Without limiting the generality of the foregoing, with respect to each Shared Contract, until the applicable rights can be validly Transferred to Successor, Transferor shall timely undertake all billing and collections activities with respect to such Shared Contract as may be required thereunder or as may be reasonably requested by Successor.

- D. Successor hereby confirms that it has consulted with the Project Leaders with respect to the Transferred Assets and, based thereon, is not aware of any other assets held by Transferor that are reasonably necessary for the operation of the Project; and Transferor hereby confirms that it has used all reasonable efforts to review its books, records and files with respect to the Project and that it reasonably believes that the Transferred Assets constitute all of the assets that are currently held by Transferor for the benefit of the Project or that are reasonably necessary for the operation of the Project.
- E. With respect to any and all domain names, social media presences, websites, email and other communications-related rights or assets that are owned or controlled by Transferor and used primarily in connection with the Project (“Digital Communications Assets”), Transferor shall (i) during the thirty (30) days following the Transfer Date (the “Digital Transition Period”), provide reasonable cooperation and assistance to the Project Parties to transition the Digital Communications Assets to platforms that are (or will be) owned or controlled by the Project Parties (“Project Platforms”) and (ii) use all reasonable efforts to cause any and all traffic to any and all Digital Communications Assets (including email addressed to Project Employees) to be redirected to the appropriate Project Platforms during the Digital Transition Period and for not less than forty-five (45) days thereafter, which efforts shall include the establishment and implementation of automated redirection protocols for the Digital Communications Assets; *provided* that Transferor shall not be liable to Successor for any failure of any such traffic to be redirected to the Project Platforms after the expiration of the Digital Transition Period.

5. Assumption of Liabilities

Effective as of the Transfer Date, Transferor hereby delegates to Successor, and Successor hereby assumes full and complete responsibility solely for the obligations and liabilities set forth on Schedule 5 hereto (collectively, the “Assumed Liabilities”). Other than the Assumed Liabilities, neither Successor nor the Project Leaders shall assume or be liable for any other obligations or liabilities of Transferor or the Project, whether known or unknown arising after the Transfer Date.

6. Contracts

On or before the Transfer Date, Transferor and the Project Parties shall use commercially reasonable efforts to obtain all authorizations, consents, and approvals of, and give all notices to be obtained or given pursuant to the Transferred Contracts. Transferor represents and warrants to the Project Parties that it is neither a party to nor bound by any contract, agreement or instrument, whether written or oral, on behalf of or in conjunction with the Project, other than the Transferred Contracts. Each of the Transferred Contracts is valid, binding and enforceable against the respective contracting parties thereto and, as of the Transfer Date, shall be enforceable by the Successor, on behalf of the Project. As of the Transfer Date, Transferor will have properly conducted and otherwise performed all material obligations required to be

performed by Transferor under the Transferred Contracts, including but not limited to Transferor's obligation, if any, to notify a third party to such Contracts of the Parties' intent to consummate the transactions contemplated hereby.

7. Employees and Consultants

Unless otherwise agreed by the Parties in writing, as of the Transfer Date, Transferor shall terminate the employment of the employees and consultants of Transferor working in support of the Project and identified on Schedule 7 (the "Project Employees"), and Transferor shall pay to each Project Employee any and all salary and other compensation (including severance, if any, and accrued unused paid time off), and shall provide any and all benefits required to be provided, to such Project Employees in connection with such termination of his or her employment. Successor, on behalf of the Project, shall be permitted to offer employment to any or all of the Project Employees, on the terms and for the compensation determined by the Project Parties.

8. Disclaimer of Representations and Warranties

Each of the Parties understands and agrees that, except as expressly set forth in this Agreement, no Party is representing or warranting in any way as to any Transferred Assets or Assumed Liabilities. Except as expressly set forth herein, any such Transferred Assets are being transferred on an "as is" basis and the respective transferees shall bear the economic and legal risks of such asset after the Transfer Date.

9. Restricted Fund Management/ Performance of Charitable Purposes

All of the Transferred Assets shall be used to further the purposes of the Project. Successor hereby agrees that it shall use the Transferred Assets in a manner that furthers the tax-exempt purposes for which assets were received and held by Transferor, to the extent that Transferor has made such tax-exempt purposes known to Successor.

10. Further Assurances

The Parties hereto shall act in good faith to expeditiously obtain the consent of any third party as necessary to Transfer the Transferred Assets on the terms contemplated hereby. If, at any time after the Transfer Date, any further action is reasonably necessary, proper or advisable to carry out the purposes of this Agreement, then as soon as reasonably practicable, upon the reasonable request of any Party, each Party hereto shall take, or cause to be taken, all such necessary, proper or advisable actions, including but not limited to executing, acknowledging and delivering any agreements, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably requested by the other Party to carry out the transactions contemplated hereby.

11. Indemnification

Successor hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Transferor, its officers, directors, affiliates, trustees, employees, agents, volunteers, and members (collectively, "Representatives") from and against

any and all claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees) ("Damages") directly or indirectly, wholly or partially arising from or in connection with (i) the Assumed Liabilities, (ii) any act or omission of Successor or any of its Representatives (including without limitation the Project Leaders and the Project Employees) after the Transfer Date arising from or in connection with Successor's operation of the Project, (iii) any breach of any representation or warranty of Successor set forth herein, (iv) any breach in respect of any covenant or agreement of Successor set forth herein, (v) any fraud, gross negligence or willful misconduct of Successor in connection with this Agreement or the transactions contemplated hereby or (vi) any third party claim arising from or in connection with the Project asserted within one (1) year after the Transfer Date, other than Damages arising from Transferor's actions, in each case other than the Transferor Indemnified Matters (as defined below) (the foregoing matters described in clauses (i) through (vi) above being referred to as the "Successor Indemnified Matters").

Transferor hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Successor and its Representatives (including without limitation the Project Leaders and the Project Employees) from and against any and all claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees) directly or indirectly, wholly or partially arising from or in connection with (i) any act or omission of Transferor or any of its Representatives arising from or in connection with Transferor's operation of the Project, (ii) any matter relating to or arising from Transferor's employment of any of the Project Employees or other employees of Transferor, including the termination of the Project Employees, (iii) any breach of any representation or warranty of Transferor set forth herein, (iv) any breach in respect of any covenant or agreement of Transferor set forth herein, (v) any fraud, gross negligence or willful misconduct of Transferor in connection with this Agreement or the transactions contemplated hereby, or (vi) any other matter arising from or in connection with the Project on or before the Transfer Date (in each case other than the Successor Indemnified Matters) (the foregoing matters described in clauses (i) through (vi) above being referred to as the "Transferor Indemnified Matters").

12. **Record Retention**

Upon Successor's reasonable request for copies of any of Transferor's financial records relating to the Project, including records relating to funds spent by Transferor for the benefit of the Project prior to the Transfer Date, Transferor will furnish such copies, *provided* that such records are reasonably related to the Project.

Transferor shall use its reasonable best efforts to retain all material Information (as defined below) in its possession relating to the Project, the Transferred Assets, the Assumed Liabilities, or this Agreement, except to the extent Transferred to Successor hereunder (the "Retained Information"), for at least one (1) year after the Transfer Date or, if longer, as required by applicable law. Upon Successor's reasonable request, Transferor shall furnish copies or provide Successor with access to (and a right to copy) the Retained Information.

13. **Confidential Information**

Successor shall hold, and shall use at least the same degree of care that it applies to its own confidential and proprietary information (but no less than a reasonable degree of care) to cause Successor's Representatives (including the Project Leaders and the Project Employees) to hold, in strict confidence and not release or disclose any confidential Information concerning Transferor or its business that is either in Successor's possession as a result of the Project Leaders' or the Project Employees' employment or other business relationships with Transferor or furnished to Successor by or on behalf of Transferor pursuant to this Agreement, and shall not use any such Information other than for purposes of the Project or as shall be expressly permitted hereunder; *provided, however* that the foregoing prohibitions and restrictions shall not apply to any Information that is or has been (i) in the public domain through no breach by Successor or any of its Representatives (including the Project Leaders and the Project Employees) of an obligation to Transferor to keep such Information confidential, (ii) lawfully acquired from other sources by Successor or its Representatives, which sources, in disclosing the Information to Successor or its Representatives, did not to the knowledge of Successor breach a confidentiality obligation then owed by such source to Transferor, (iii) independently generated without reference to any proprietary or confidential Information of Transferor, or (iv) required to be disclosed by law; *provided, however*, that the person required to disclose such Information gives Transferor prompt, and to the extent reasonably practicable, prior notice of such disclosure and an opportunity to contest such disclosure and shall use reasonable best efforts to cooperate, at the expense of Transferor, in seeking any reasonable protective arrangements requested by Transferor. In the event that such appropriate protective order or other remedy is not obtained, the person that is required to disclose such Information shall furnish, or cause to be furnished, only that portion of such Information that is legally required to be disclosed and shall use reasonable best efforts to ensure that confidential treatment is accorded such Information.

Transferor shall hold, and shall use at least the same degree of care that it applies to its own confidential and proprietary information (but no less than a reasonable degree of care) to cause Transferor's Representatives to hold, in strict confidence and not release or disclose any confidential Information concerning Successor or the Project and shall not use any such Information other than as expressly permitted hereunder; *provided, however*, that the foregoing prohibitions and restrictions shall not apply to any Information that is or has been (i) in the public domain through no breach by Transferor or any of its Representatives of an obligation to Successor or any of its Representatives to keep such Information confidential, (ii) lawfully acquired from other sources by Transferor or its Representatives, which sources, in disclosing the Information to Transferor or its Representatives, did not to the knowledge of the receiving person breach a confidentiality obligation then owed by such source to Successor or any of its Representatives, (iii) independently generated without reference to any proprietary or confidential Information related to Successor or the Project, or (iv) required to be disclosed by law; *provided, however*, that the person required to disclose such Information gives Successor prompt, and to the extent reasonably practicable, prior notice of such disclosure and an opportunity to contest such disclosure and shall use reasonable best efforts to cooperate, at the expense of Successor, in seeking any reasonable protective arrangements requested by Successor or any of its Representatives. In the event that such appropriate protective order or other remedy is not obtained, the person that is required to disclose such Information shall furnish, or cause to be furnished, only that portion of such Information that is legally required to be disclosed and

shall use reasonable best efforts to ensure that confidential treatment is accorded such Information.

Notwithstanding the foregoing, each of the Parties may release or disclose, or permit to be released or disclosed, any such confidential Information of the other Party only to their respective Representatives, attorneys and accountants who need to know such Information (who shall be advised of the obligations hereunder with respect to such Information) in connection with the performance or enforcement of this Agreement or, in the case of Successor, the operations of the Project.

For the purposes of this Agreement, "Information" means information in written, oral, electronic or other tangible forms, stored in any medium now known or yet to be created, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing plans, funding sources, donors names and other donor information, communications by or to attorneys (including attorney-client privileged communications), memos and other materials prepared by attorneys or under their direction (including attorney work product) and other technical, financial, employee or business information or data, documents, correspondence, materials and files.

14. **Non-Disparagement**

Neither Transferor nor Successor shall make, nor cause or permit its Representatives (including the Project Leaders and the Project Employees) to make, any statement, whether written or oral, to any person other than such Party's Representatives (an "External Statement"), that disparages or adversely affects the reputation of the other Party or the Project. Without limiting the generality of the foregoing, (a) the Project Parties shall not make any External Statement that misrepresents the purpose or scope of the Transferor or disparages any business practice, policy, statement, or report made, conducted or published by Transferor for a period of one (1) year following the Transfer Date; (b) Transferor shall not make any External Statement that misrepresents the purpose or scope of the Project or disparages any business practice, policy, statement, or report related to the Project made, conducted or published by the Transferor prior to the Transfer Date or by Successor on or after the Transfer Date; and (c) none of the Parties shall make any External Statement that conflicts with the agreed-upon talking points set forth in Exhibit C attached hereto. For clarity, this Section 14 shall not be construed to prohibit or restrain any statements made in communications exclusively between or among any of Transferor or Successor and its respective Representatives. Each Party acknowledges that any violation of this Section 14 may cause irreparable injury to Transferor, Successor or the Project, for which monetary damages are inadequate, difficult to compute, or both. Accordingly, each Party agrees that this Section 14 may be enforced by specific performance, and that breaches or prospective breaches of this Section 14 may be enjoined.

15. **Miscellaneous**

Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. Except as

specifically provided in Section 11 with respect to indemnification of the persons identified therein, this Agreement is not intended to confer upon any person other than the Parties any rights or remedies hereunder. This Agreement may be executed in counterparts (including by facsimile or other electronic means), each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all Parties. Successor may assign its rights and obligations under this Agreement at any time to a Project Successor, and such assignment shall be binding upon and shall inure to the benefit of such Project Successor, as if such person were Successor hereunder.

16. Assignability

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either Party without the prior written consent of the other Party, except as expressly permitted hereby. Any purported assignment without such consent or permission shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns. Notwithstanding the foregoing, either Transferor or Successor may assign this Agreement without consent in connection with (a) a merger transaction in which such Party is not the surviving entity and the surviving entity acquires or assumes all or substantially all of such Party's assets, or (b) the sale of all or substantially all of such Party's assets; *provided, however*, that the assignee expressly assumes in writing all of the obligations of the assigning Party under this Agreement, and the assigning Party provides written notice and evidence of such assignment and assumption to the non-assigning Party. No assignment permitted by this Section 16 shall release the assigning Party from liability for the full performance of its obligations under this Agreement, except as expressly set forth herein or as agreed by the non-assigning Party.

17. Governing Law

This Agreement (and any claim or controversy arising out of or relating to this Agreement) shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of California.

18. Specific Performance

The Parties agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine, and that the non-breaching Party shall be entitled to specific performance of the terms hereof and immediate injunctive relief, without the necessity of proving the inadequacy of money damages as a remedy, and without the necessity of posting a bond or other undertaking in addition to any other remedy at law or in equity.

19. **Entire Agreement**

This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated by reference.

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IN WITNESS WHEREOF, the Parties have executed this Project Sponsorship Transfer Agreement as of the Effective Date.

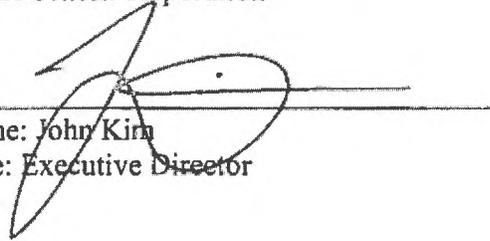
TRANSFEROR

The Advancement Project, a California nonprofit public benefit corporation

By: _____

Name: John Kim

Title: Executive Director

A handwritten signature in black ink, appearing to read "John Kim", is written over a horizontal line. The signature is stylized and somewhat cursive.

SUCCESSOR

Community Partners, a California nonprofit public
benefit corporation

DocuSigned by:

Mamie Funahashi

By: _____
0FC813CD842F468...

Name: Mamie Funahashi

Title: Chief Financial Officer