

TERMINATION AGREEMENT

This TERMINATION AGREEMENT ("Agreement") is made June 30, 2025 ("Effective Date"), by and between TRACY UNIFIED SCHOOL DISTRICT, a California public school district ("District"), and CATALYST FAMILY, INC., a California nonprofit public benefit corporation D/B/A Catalyst Kids, F/K/A Continuing Development Incorporated ("Licensee"), herein each referred to as a "Party," and together as the "Parties."

RECITALS

WHEREAS, District entered into agreements with Licensee that granted a license to Licensee for its use of the District's land, with an initial term beginning on July 1, 2015, and ending on June 30, 2020, and thereafter were renewed by the Parties on an annual basis (collectively, the "License Agreements") (attached hereto as Exhibit "A") for the operation of Licensee's extended day/student childcare program at the following District school sites (each a "District Site" and collectively, the "District Sites"):

- Freiler Elementary School, located at 2421 W Lowell Avenue in Tracy, CA;
- Hirsch Elementary School, located at 1280 Dove Drive in Tracy, CA;
- Kelly Elementary School, located at 535 Mabel Josephine Drive;
- Southwest Park Elementary School, located at 501 Mount Oso Avenue in Tracy, CA; and

WHEREAS, Licensee represents that it was formerly "Continuing Development Incorporated" and in or around 2020, Licensee informed the District that it changed its name to "Catalyst Family, Inc.," a California corporation, and was assuming the License Agreements; and

WHEREAS, the Parties desire to memorialize the termination of the License Agreements and the potential sale of Licensee's modular classroom buildings, located on the District's School Sites, to District.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Parties hereby agree as follows:

AGREEMENT

A. Licensee. All references to "Continuing Development Incorporated" and "CDI" in the License Agreements shall mean and refer to Catalyst Family, Inc., a California nonprofit mutual benefit corporation doing business as Catalyst Kids, with its corporate office located at 350 Woodview Avenue, Suite 100, Morgan Hill, CA 95037 ("Licensee").

B. Termination. The Parties hereby agree to terminate the License Agreements as of the Effective Date of this Agreement, subject to approval by the District's Board of Education.

C. Restoration of Premises. The Parties acknowledge and agree that the License Agreements require Licensee to remove Licensee's seven (7) modular classroom buildings that are located on the District's Sites ("Property") and restore the premises at each Site to its original condition as it existed prior to installation. The Parties agree that District may elect to purchase Licensee's Property pursuant to a Purchase and Sale Agreement to be mutually agreed to by the Parties. In the event that the Parties successfully negotiate a

Purchase and Sale Agreement that is approved by the Parties' respective governing boards, Licensee shall leave the Property in its place upon the termination of the License Agreements.

In the event that the Parties do not reach an agreement on the District's purchase of Licensee's Property, Licensee shall be responsible for removing the Property, and restoring the premises at each District Site to its original condition as it existed prior to installation, within twelve (12) months following the termination of the License Agreements, at its sole cost and expense. Work performed or caused to be performed by Licensee to remove Licensee's Property from District's Sites and restore the premises shall be preapproved by District so as to not interfere or interrupt with normal school operations on the District's Sites. Licensee shall repair any damage to the premises caused by said removal and restore premises to good condition, less ordinary wear and tear.

Unless the Parties enter into a separate agreement whereunder Licensee may continue to use or occupy any of the Property, Licensee shall vacate the District Sites and timely remove its personal property, equipment or chattels (collectively, "Licensee's Equipment"). In the event that Licensee fails to timely remove Licensee's Equipment, District, upon fifteen (15) days written notice, may, without liability on the part of District to Licensee or any person or entity claiming under Licensee, either (1) accept ownership of Licensee's Equipment at no cost to the District, or (2) remove and/or dispose of Licensee's Equipment at Licensee's sole cost. In the event that the District chooses to accept ownership of Licensee's Equipment, Licensee shall execute any necessary documents to effectuate the change in ownership of Licensee's Equipment to District. In the event that the District removes and/or disposes of Licensee's Equipment, Licensee shall pay all costs for the removal and/or disposal of Licensee's Equipment within thirty (30) days of receipt of an invoice.

D. Indemnification/Hold Harmless. To the fullest extent permitted by California law, Licensee shall indemnify and hold harmless District, its Board and members of the Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (collectively the "District Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, penalties, fines, liabilities, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or the License Agreements, Licensee's use of or presence in, on, or about the premises or District's Sites, removal of Licensee's Property from and the restoration of District's Sites, or from any activity, work, or thing done, permitted, or suffered by Licensee, its employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, representatives, servants, concessionaires, invitees, or visitors in conjunction with the performance of this Agreement or the License Agreements, including, but not limited to, personal or bodily injuries, death, property damage, theft or loss, or any non-compliance with any federal, state, or local laws, orders or regulations, unless caused wholly by the sole negligence or willful misconduct of the District Indemnified Parties.

E. General Provisions.

1. Incorporation of Recitals and Exhibits. The recitals and each exhibit attached hereto are hereby incorporated herein by reference.

2. Conflict. In case of any inconsistency between this Agreement and the License Agreements, the terms of this Agreement shall be controlling.

3. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County of San Joaquin, California.

4. **Severability.** If any term, condition or provision of 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, and shall not be affected, impaired, or invalidated in any way.

5. **Counterparts.** This Agreement may be executed in counterparts, whether electronically, via scanned PDF or facsimile, or via wet ink, and all counterparts together shall be construed as one document.

6. **Authority.** Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and this Agreement is valid and a legal agreement binding on such Party and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

TRACY UNIFIED SCHOOL DISTRICT	CATALYST FAMILY, INC. D/B/A Catalyst Kids
Date: _____	Date: _____
By: _____	By: _____
Title: _____	Title: _____

EXHIBIT "A"
LICENSE AGREEMENTS



Contract No: 2010-I-D
Eff. 7-1-2015 to 6-30-2020
Page 1 of 5
Supplier: Continuing Development Incorporated
Project: Extended Day/Student Care

ACCEPTANCE SHALL BE INDICATED BY
SIGNING AND RETURNING DUPLICATE TO:

Continuing Development Incorporated
20 Great Oaks Blvd. Ste. 200
San Jose, CA 95119
Attn: Facilities Dept.

Tracy Unified School District
MM&O Office
1875 W. Lowell Avenue
Tracy, CA 95376
Attn.: Cindy Everhart

This is an agreement between the Tracy Unified School District (hereinafter referred to as District) and Continuing Development Incorporated (hereinafter referred to as CDI) relating to use of District real property for child care programs.

It is agreed between the parties as follows:

License to Use Land – District shall grant CDI a license to use seven modular structures on District property; one at: Freiler School, 2421 W. Lowell Avenue, Tracy, CA.

The buildings will be used to provide child care services Monday through Friday, 6:00 a.m. to 6:30 p.m., a twelve month schedule, with occasional evening/weekend use for program-related purposes. CDI shall use the District-approved and Division of State Architect (DSA) approved structure.

Term and Option – The license shall terminate on June 30, 2020, 60 days prior to this date, the District will notify CDI of any intention to renew the contract. If this event occurs, CDI would then have 60 days to submit a new proposal for continuance.

Renewal of Contract

Initial Renewal Contract Term: July 1, 2015 through June 30, 2020.

Pursuant to approval by the District's Board of Education, it is anticipated the contract renewal shall be for five (5) years.

The District shall provide the Contractor with sixty (60) days notice of its intent to renew. Any renewal shall be on the same terms and conditions as the original agreement except for any authorized price adjustments.

CDI Contract Villa Freiler Hirsch Kelly South Jacobson Renewal revised 6-5-15 pg. 1

Installation – CDI shall pay for all costs of the installation of the portable buildings, including any site preparation charges and connection of utilities. The placement of the building shall be per the site plans referenced under Exhibit 1 and 2.

Compliance with Law – Any portable buildings installed by CDI on District property shall meet all applicable structural, safety, health, equipment, and related conditions as applicable to child care and after-school care facilities. Additionally, CDI agrees to conform to all laws, orders, permits or any municipal, state, or federal board or authority, present or future, in any way relating to the condition, use, or occupancy of the premises throughout the entire term of this Agreement and any extensions thereof. CDI will provide copies of all permits and annual inspection records to the District.

Utilities – CDI is to provide for its own metered electric service and shall reimburse District monthly. All costs associated with water, garbage, and trash disposal related to the portable buildings shall be provided and paid for by CDI. CDI shall provide its own telephone service and shall be responsible for custodial and maintenance service. The district reserves the right to request documentation regarding any of the above mentioned information at any time or for any reason.

Maintenance – CDI agrees to perform daily custodial maintenance and repair work as may be necessary to the grounds and classroom to maintain them to mutually acceptable standards.

Major Maintenance –Maintenance for the purposes of repair or replacement due to negligence or malicious mischief shall be at CDI's expense. District shall provide maintenance services and charge CDI for such repairs unless mutually agreed that CDI can provide repairs acceptable to District.

Access to Facilities – CDI officers, agents, employees, licensees, clients, and invitees shall have all rights of ingress and egress to and from the above facilities over such other portions of District's property as District deems necessary for the use of the facilities.

Use of Other District Facilities – District agrees that CDI may make reasonable use of outdoor playground equipment and playground areas at Villalovoz Elementary School and Freiler School which are subject to approval by the principals of each site respectively. Such use shall not interfere with normal school operations or the traditional use of the playground equipment and playground areas by community youth sports groups. District also agrees to distribute publicity material to all children in the schools that is reasonably required by CDI in order to help insure maximum enrollment.

Playground Equipment and Playground Area Enhancements CDI agrees to **obtain permission from** District before making any changes to existing playground equipment and playground areas. District reserves the right to modify, change, or cancel part or whole of the plans.

Damage to Premises – CDI shall pay District for the repair or replacement of any property or facilities of District which shall be lost, damaged, or stolen as the result of CDI's use of District's premises, with the exception of normal wear and tear to premises.

Trade Fixtures – CDI agrees that any trade fixture installed upon the exterior of any structure located on District property shall be subject to prior approval by the District.

Insurance – CDI shall at its own cost and expense maintain and keep in force during the term of the Agreement comprehensive broad form general public liability insurance against all claims and liability for personal injury, death, or property insurance arising out of the use of buildings and property of the District. Such insurance shall provide coverage in a single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence with an aggregate limit of Three Million Dollars (\$3,000,000.00). Said insurance shall name the District, its officers and employees, as additional insured. The policy or policies shall prove that the insurance thus afforded District shall be excess and shall not be called upon to contribute until limits of the policy or policies procured by CDI are exhausted. A certificate of such insurance shall be delivered to the District within thirty (30) days of the execution of this Agreement and shall provide that District shall be notified in writing no less than thirty (30) days in advance of cancellations of said insurance. In addition, CDI shall provide Workers' Compensation Insurance as required by the State of California.

Hold Harmless – CDI shall hold the District, its officers, agents, and employees harmless against any and all expense and liability, including attorney's fees and costs, for damage to property or injury or death of any person or persons in connection with or arising out of CDI's activities, use of occupancy of the buildings specified in this Agreement or any act of negligence of CDI, its agents or employees on or about the buildings.

Covenants and Agreements – CDI and District hereby further covenant and agree to keep and perform and be bound by the covenants and agreements hereinbefore set forth to be kept and performed by them respectively.

Early Termination of Agreement – Both parties agree that either may terminate this Agreement by providing written notice to the other party six (6) months in advance of the proposed termination date. District retains the right to terminate the Agreement should CDI be in default of any provision of the Agreement. District agrees that in the event of default, District shall provide written notice to CDI regarding the area of concern, identify the particular section of the Agreement District believes to have been violated, and allow CDI thirty (30) days to correct the violation. Should the violation not be corrected to the satisfaction of the District, then the District will file a written notice of default including a thirty (30) day notice of termination.

Default – The occurrence of any of the following shall constitute a default by CDI:

- a. Failure to pay administrative fee when due; if CDI fails to pay the administrative fee due under the clause **Administrative Fee** on or before the fifteenth (15th) of each quarterly month.

- b. Abandonment and vacation of the premises (failure to occupy and operate the premises for fifteen (15) consecutive days shall be deemed an abandonment and vacation).
- c. Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) days after notice has been given to CDI.

If CDI commits a default, District shall have the right to terminate this Agreement pursuant to clause **Early Termination of Agreement**, in addition to any and all remedies allowed by law, including those remedies provided by California Civil Code Section 19512.

Restoration of Premises – Upon termination of this Agreement, including any extensions thereof, CDI agrees to remove the additional portable buildings and to restore the premises to the conditions as they existed prior to installation. District reserves the right to amend or discontinue sections of the contract in part or whole. CDI must obtain written authorization from District’s representative before proceeding. Written authorization can be in the form of a letter, memorandum, e-mail or fax.

Administrative Fee – A \$2,400.00 annual fee per portable site shall be provided to the District with equal quarterly payments with the first payment being payable on the first calendar work day of the school year for administrative oversight and coordination with site administration.

All payments should reference the Agreement No. 2010-1-D and be mailed to the District’s representative.

Representative – District’s Representative is Cindy Everhart, Facility Use Department, or such other persons as may be designated in writing by District from time to time. CDI’s Representative is Cindy Nazario, Facilities Administration, or such other person as may be designated in writing by CDI from time to time.

Notices – Any notice or demand under the terms of this Agreement or under any statute must or may be given or made by CDI or District shall be in writing and shall be given or made by a letter, memorandum, e-mail or fax and addressed to the respective parties as follows:

To District: Tracy Unified School District
 Attn: Cindy Everhart
 1875 W. Lowell Avenue
 Tracy, CA 95376

To CDI: Continuing Development Incorporated
 Attn: Cindy Nazario
 20 Great Oaks Blvd., Suite 200
 San Jose, CA 95119
cnazario@cdiedc.org

Such notice or demand shall be deemed to have been given or made when sent by a letter, memorandum, e-mail or fax.

Entire Agreement – This Agreement constitutes the entire agreement between CDI and District relating to the subject matter hereof and shall not be modified or rescinded in any manner except by an amendment executed by both parties. Other than as expressly provided herein, both CDI and District agree that no prior or contemporaneous oral representations form a part of their agreement. Additional or different terms inserted in this Agreement by CDI, or deletions thereto, whether by alterations, addenda, or otherwise, shall be of no force and effect, unless expressly consented to by District in writing. Estimates and forecasts furnished by District shall not constitute commitments. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures:

TRACY UNIFIED SCHOOL DISTRICT

By: 

Date: 8/13/15

CONTINUING DEVELOPMENT INCORPORATED

By: 

Date: 7/31/15



Contract No: 2010-1-D
Eff. 7-1-2015 to 6-30-2020
Page 1 of 5
Supplier: Continuing Development Incorporated
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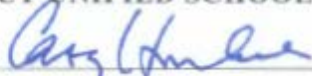
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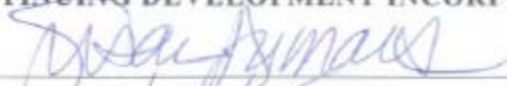
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CONTINUING DEVELOPMENT INCORPORATED

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Date: 7/31/15



Contract No: 2010-1-D
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Insurance – CDI shall at its own cost and expense maintain and keep in force during the term of the Agreement comprehensive broad form general public liability insurance against all claims and liability for personal injury, death, or property insurance arising out of the use of buildings and property of the District. Such insurance shall provide coverage in a single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence with an aggregate limit of Three Million Dollars (\$3,000,000.00). Said insurance shall name the District, its officers and employees, as additional insured. The policy or policies shall prove that the insurance thus afforded District shall be excess and shall not be called upon to contribute until limits of the policy or policies procured by CDI are exhausted. A certificate of such insurance shall be delivered to the District within thirty (30) days of the execution of this Agreement and shall provide that District shall be notified in writing no less than thirty (30) days in advance of cancellations of said insurance. In addition, CDI shall provide Workers' Compensation Insurance as required by the State of California.

Hold Harmless – CDI shall hold the District, its officers, agents, and employees harmless against any and all expense and liability, including attorney's fees and costs, for damage to property or injury or death of any person or persons in connection with or arising out of CDI's activities, use of occupancy of the buildings specified in this Agreement or any act of negligence of CDI, its agents or employees on or about the buildings.

Covenants and Agreements – CDI and District hereby further covenant and agree to keep and perform and be bound by the covenants and agreements hereinbefore set forth to be kept and performed by them respectively.

Early Termination of Agreement – Both parties agree that either may terminate this Agreement by providing written notice to the other party six (6) months in advance of the proposed termination date. District retains the right to terminate the Agreement should CDI be in default of any provision of the Agreement. District agrees that in the event of default, District shall provide written notice to CDI regarding the area of concern, identify the particular section of the Agreement District believes to have been violated, and allow CDI thirty (30) days to correct the violation. Should the violation not be corrected to the satisfaction of the District, then the District will file a written notice of default including a thirty (30) day notice of termination.

Default – The occurrence of any of the following shall constitute a default by CDI:

- a. Failure to pay administrative fee when due: if CDI fails to pay the administrative fee due under the clause **Administrative Fee** on or before the fifteenth (15th) of each quarterly month.

- b. Abandonment and vacation of the premises (failure to occupy and operate the premises for fifteen (15) consecutive days shall be deemed an abandonment and vacation).
- c. Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) days after notice has been given to CDI.

If CDI commits a default, District shall have the right to terminate this Agreement pursuant to clause **Early Termination of Agreement**, in addition to any and all remedies allowed by law, including those remedies provided by California Civil Code Section 19512.

Restoration of Premises – Upon termination of this Agreement, including any extensions thereof, CDI agrees to remove the additional portable buildings and to restore the premises to the conditions as they existed prior to installation. District reserves the right to amend or discontinue sections of the contract in part or whole. CDI must obtain written authorization from District’s representative before proceeding. Written authorization can be in the form of a letter, memorandum, e-mail or fax.

Administrative Fee – A \$2,400.00 annual fee per portable site shall be provided to the District with equal quarterly payments with the first payment being payable on the first calendar work day of the school year for administrative oversight and coordination with site administration.

All payments should reference the Agreement No. 2010-1-D and be mailed to the District’s representative.

Representative – District’s Representative is Cindy Everhart, Facility Use Department, or such other persons as may be designated in writing by District from time to time. CDI’s Representative is Cindy Nazario, Facilities Administration, or such other person as may be designated in writing by CDI from time to time.

Notices – Any notice or demand under the terms of this Agreement or under any statute must or may be given or made by CDI or District shall be in writing and shall be given or made by a letter, memorandum, e-mail or fax and addressed to the respective parties as follows:

To District: Tracy Unified School District
Attn: Cindy Everhart
1875 W. Lowell Avenue
Tracy, CA 95376

To CDI: Continuing Development Incorporated
Attn: Cindy Nazario
20 Great Oaks Blvd., Suite 200
San Jose, CA 95119
cnazario@cdiedc.org



Contract No: 2010-1-D
Eff. 7-1-2015 to 6-30-2020
Page 1 of 5
Supplier: Continuing Development Incorporated
Project: Extended Day/Student Care

ACCEPTANCE SHALL BE INDICATED BY
SIGNING AND RETURNING DUPLICATE TO:

Continuing Development Incorporated
20 Great Oaks Blvd. Ste. 200
San Jose, CA 95119
Attn: Facilities Dept.

Tracy Unified School District
MM&O Office
1875 W. Lowell Avenue
Tracy, CA 95376
Attn.: Cindy Everhart

This is an agreement between the Tracy Unified School District (hereinafter referred to as District) and Continuing Development Incorporated (hereinafter referred to as CDI) relating to use of District real property for child care programs.

It is agreed between the parties as follows:

License to Use Land – District shall grant CDI a license to use seven modular structures on District property; one at: South Elementary School, 501 Mount Oso Rd., Tracy, CA.

The buildings will be used to provide child care services Monday through Friday, 6:00 a.m. to 6:30 p.m., a twelve month schedule, with occasional evening/weekend use for program-related purposes. CDI shall use the District-approved and Division of State Architect (DSA) approved structure.

Term and Option – The license shall terminate on June 30, 2020, 60 days prior to this date, the District will notify CDI of any intention to renew the contract. If this event occurs, CDI would then have 60 days to submit a new proposal for continuance.

Renewal of Contract

Initial Renewal Contract Term: July 1, 2015 through June 30, 2020.

Pursuant to approval by the District's Board of Education, it is anticipated the contract renewal shall be for five (5) years.

The District shall provide the Contractor with sixty (60) days notice of its intent to renew. Any renewal shall be on the same terms and conditions as the original agreement except for any authorized price adjustments.

Installation – CDI shall pay for all costs of the installation of the portable buildings, including any site preparation charges and connection of utilities. The placement of the building shall be per the site plans referenced under Exhibit 1 and 2.

Compliance with Law – Any portable buildings installed by CDI on District property shall meet all applicable structural, safety, health, equipment, and related conditions as applicable to child care and after-school care facilities. Additionally, CDI agrees to conform to all laws, orders, permits or any municipal, state, or federal board or authority, present or future, in any way relating to the condition, use, or occupancy of the premises throughout the entire term of this Agreement and any extensions thereof. CDI will provide copies of all permits and annual inspection records to the District.

Utilities – CDI is to provide for its own metered electric service and shall reimburse District monthly. All costs associated with water, garbage, and trash disposal related to the portable buildings shall be provided and paid for by CDI. CDI shall provide its own telephone service and shall be responsible for custodial and maintenance service. The district reserves the right to request documentation regarding any of the above mentioned information at any time or for any reason.

Maintenance – CDI agrees to perform daily custodial maintenance and repair work as may be necessary to the grounds and classroom to maintain them to mutually acceptable standards.

Major Maintenance – Maintenance for the purposes of repair or replacement due to negligence or malicious mischief shall be at CDI's expense. District shall provide maintenance services and charge CDI for such repairs unless mutually agreed that CDI can provide repairs acceptable to District.

Access to Facilities – CDI officers, agents, employees, licensees, clients, and invitees shall have all rights of ingress and egress to and from the above facilities over such other portions of District's property as District deems necessary for the use of the facilities.

Use of Other District Facilities – District agrees that CDI may make reasonable use of outdoor playground equipment and playground areas at Villalovoz Elementary School and Freiler School which are subject to approval by the principals of each site respectively. Such use shall not interfere with normal school operations or the traditional use of the playground equipment and playground areas by community youth sports groups. District also agrees to distribute publicity material to all children in the schools that is reasonably required by CDI in order to help insure maximum enrollment.

Playground Equipment and Playground Area Enhancements – CDI agrees to **obtain permission from** District before making any changes to existing playground equipment and playground areas. District reserves the right to modify, change, or cancel part or whole of the plans.

Damage to Premises – CDI shall pay District for the repair or replacement of any property or facilities of District which shall be lost, damaged, or stolen as the result of CDI's use of District's premises, with the exception of normal wear and tear to premises.

Trade Fixtures – CDI agrees that any trade fixture installed upon the exterior of any structure located on District property shall be subject to prior approval by the District.

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To District: Tracy Unified School District
Attn: Cindy Everhart
1875 W. Lowell Avenue
Tracy, CA 95376

To CDI: Continuing Development Incorporated
Attn: Cindy Nazario
20 Great Oaks Blvd., Suite 200
San Jose, CA 95119
cnazario@cdicdc.org

Such notice or demand shall be deemed to have been given or made when sent by a letter, memorandum, e-mail or fax.

Entire Agreement – This Agreement constitutes the entire agreement between CDI and District relating to the subject matter hereof and shall not be modified or rescinded in any manner except by an amendment executed by both parties. Other than as expressly provided herein, both CDI and District agree that no prior or contemporaneous oral representations form a part of their agreement. Additional or different terms inserted in this Agreement by CDI, or deletions thereto, whether by alterations, addenda, or otherwise, shall be of no force and effect, unless expressly consented to by District in writing. Estimates and forecasts furnished by District shall not constitute commitments. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures:

TRACY UNIFIED SCHOOL DISTRICT

By: Carly Hulse

Date: 8/15/15

CONTINUING DEVELOPMENT INCORPORATED

By: [Signature]

Date: 7/31/15