

TRACY UNIFIED SCHOOL DISTRICT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), dated as of July 1, 2025 ("Effective Date"), is entered into by and between the Tracy Unified School District, a California public school district ("District"), and Catalyst Family Inc., a California nonprofit public benefit corporation ("Seller")(each a "Party" and together, the "Parties").

RECITALS

WHEREAS, Seller has been operating an extended day/student childcare program under license agreements with District, 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") 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;
- Jacobson Elementary School located at 1750 W Kavanagh Avenue in Tracy, CA; and

WHEREAS, Seller owns used personal property in the form of five (5) modular classroom buildings that are further described in the attached **Exhibit A** (collectively, the "Property"), and which are presently located at the District's Sites pursuant to the applicable License Agreements;

WHEREAS, each of the License Agreements between the Parties requires that Seller remove the Property upon termination of the License Agreements and to restore the premises at each District Site to the condition as it existed prior to Seller's installation of the Property, ordinary wear and tear excepted;

WHEREAS, instead of Seller removing the Property and restoring the premises as required by the applicable License Agreements, Seller desires to sell the Property to District, and District desires to purchase the Property from Seller for District's use at the District Sites, subject to the terms and conditions herein; and

WHEREAS, the Parties now desire to enter into this Agreement to set forth the terms and conditions governing District's purchase of the Property from Seller.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS

1. Sale of the Property.

a. Seller hereby sells, transfers, conveys, and quitclaims to District, and District hereby purchases, accepts, and assumes all of Seller's right, title, and interest in and to the Property described in **Exhibit A**, attached hereto and incorporated by this reference. The total purchase price for the Property is Two Million Five Hundred Ninety-One Thousand

Three Hundred and 00/100 Dollars (\$2,591,300.00) ("Total Purchase Price"), as shown in **Exhibit A**. District shall pay the Total Purchase Price to Seller, by check made payable to Seller, within ten (10) calendar days following the Effective Date.

b. The purchase and sale of the Property shall be deemed effective as of the Effective Date, subject to the execution of this Agreement by both Parties as authorized by the Parties' governing boards. All risk of loss with respect to the Property shall be deemed transferred to District as of the Effective Date. Seller shall execute all documents necessary to transfer title to the Property to District, and with Seller's reasonable cooperation, District shall take all necessary action to accept the transfer of title to the Property from Seller. Any fees or taxes that may be associated with the transfer of title to District shall be paid by the Seller at Seller's own expense.

2. Representations or Warranties; "As Is". Seller represents and warrants that it has good and marketable title to the Property and that the Property is sold and transferred to District free and clear of all liens, claims and/or encumbrances of whatever kind or nature, other than usual and customary liens for personal property taxes not yet due and payable and for transfer taxes that may arise upon the sale of the Property. Seller makes no other representations or warranties concerning the Property.

THE PROPERTY IS BEING SOLD "AS IS," "WHERE IS" AND WITH "ALL FAULTS," AND DISTRICT SHALL HAVE NO RECOURSE AGAINST SELLER FOR THE PROPERTY. SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES AS TO THE VALUE, CONDITION, OR FUNCTIONALITY OF THE PROPERTY OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE. SELLER STRONGLY RECOMMENDS THAT DISTRICT CONDUCT AN ON-SITE INSPECTION OF THE PROPERTY SOLD HEREUNDER. SELLER SHALL NOT BE RESPONSIBLE FOR THE CONSEQUENCES OF DISTRICT'S FAILURE TO INSPECT THE PROPERTY OR FOR ANY INACCURACIES, INSUFFICIENCIES OR OMISSIONS IN SUCH DESCRIPTIONS AND/OR SPECIFICATIONS. DISTRICT REPRESENTS AND WARRANTS THAT IT IS FAMILIAR WITH AND HAS MADE SUCH INQUIRIES AND INVESTIGATIONS AS IT DEEMS NECESSARY WITH RESPECT TO THE PROPERTY AND ITS CURRENT VALUE, CONDITION, AND FUNCTIONALITY. DISTRICT ASSUMES ALL RISKS AND LIABILITY WHATSOEVER RESULTING FROM THE POSSESSION, USE OR DISPOSITION OF THE PROPERTY. SELLER WILL HAVE NO LIABILITY WITH RESPECT TO THE PROPERTY SOLD TO DISTRICT, INCLUDING HAVING NO LIABILITY FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SELLER'S LIABILITY WITH RESPECT TO ANY EQUIPMENT SOLD TO DISTRICT WILL BE LIMITED TO REFUNDING PAYMENT MADE.

3. Taxes and Transfer Costs. Seller shall be responsible for filing any required sales and use tax returns or any other taxes or fees in connection with the transfer of the Property. Seller shall also pay, and indemnify District against, any required sales and use taxes and other transfer costs and expenses that arise as a result of the transfer of the Property.

4. Further Assurances. The Parties agree to cooperate with each other and to execute, deliver, and record such other agreements and documents and to take any other actions as are reasonably necessary or helpful to more effectively consummate the transactions contemplated under this Agreement and to carry out its purpose and intent.

5. 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.

6. Attorneys' Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then the prevailing party shall be entitled to recover its litigation expenses, witness fees, court costs, and attorneys' fees incurred in connection with such litigation.

7. Integration/Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to District's purchase of Seller's Property and supersedes all prior discussions, negotiations, and agreements, whether oral or written as to District's purchase of Seller's Property.

8. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

9. 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.

10. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

11. Authority to Bind Parties. Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

12. Interpretation. The language of all the parts of this Agreement shall be construed simply and according to its fair meaning, and this Agreement shall never be construed either for or against either Party. The captions of the paragraphs of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement or limit or amplify any of its terms or provisions.

13. Signature Authority. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement. This Agreement shall not be of any force or effect until approved by the Parties' governing boards.

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

15. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below.

TRACY UNIFIED SCHOOL DISTRICT

**CATALYST FAMILY INC., D/B/A
CATALYST KIDS**

Sign: _____

Sign: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

04/08/2022
DBKE1

Tracy Unified School District
Building Detail Report

As of: 08/31/2021
Page: 22

Entity:	001	TRACY UNIFIED SCHOOL DISTRICT	
Site:	007	FREILER ELEMENTARY SCHOOL	
Building:	022	PORTABLE CLASSROOM CATALYST	
		2421 WEST LOWELL AVENUE	
		TRACY, CA 95376	
CPSD County:	39	CPSD District:	75499
Site Key:	204484	Building Key:	
OSA Number:		Serial Number:	
Year Built:	2003	Evaluation Date:	08/31/2021
No. of Stories:	1	Total Square Feet:	1,920
Height:	12	Fire Protection Class:	1
Occupancy:	SPC	SCHOOL - PORTABLE CLASSROOM	
Construction:	D	WOOD	Flood Zone:
Condition:	A	AVERAGE	
GPS Latitude:	37.747972	GPS Longitude:	-121.460781
Vacant:	NO	Plumbing Date:	/ /
Basement:	NO	Heating Date:	/ /
Elevator:	NO	Wiring Date:	/ /
Swimming Pool:	NO	Roofing Date:	/ /
Improvements:	NO	Retrofit Date:	/ /



Purchase Price: \$518,260.00

GENERAL BUILDING CHARACTERISTICS

Exterior Wall: WD
Roof Construction: WDJ
Roof Covering: M
Interior Wall: DW
Ceiling: AT
Floor: CA,VT
Foundation: W
Security/Fire Protection: AL,EX,SP

BUILDING SERVICES

Electrical: CB
Plumbing: L
Heating: HP
Air Conditioning:

NOTES

Purchase and Sale Agreement

4907-9486-9818.4 014393.001
DWK 4356205v12

Entity: 001 TRACY UNIFIED SCHOOL DISTRICT
Site: 009 HIRSCH ELEMENTARY SCHOOL
Building: 005 PORTABLE CLASSROOMS 2-3
1280 DOVE DRIVE
TRACY, CA 95376

CPSD County: 39 CPSD District: 75499
Site Key: 204485 Building Key: 447402
OSA Number: Serial Number:
Year Built: 1997 Evaluation Date: 08/31/2021
No. of Stories: 1 Total Square Feet: 1,920
Height: 12 Fire Protection Class: 1
Occupancy: SPC SCHOOL - PORTABLE CLASSROOM
Construction: D WOOD Flood Zone:
Condition: A AVERAGE
GPS Latitude: 37.714729 GPS Longitude: -121.440292
Vacant: NO Plumbing Date: / /
Basement: NO Heating Date: / /
Elevator: NO Wiring Date: / /
Swimming Pool: NO Roofing Date: / /
Improvements: NO Retrofit Date: / /



Purchase Price: \$518,260.00

GENERAL BUILDING CHARACTERISTICS

Exterior Wall: WD
Roof Construction: WDJ
Roof Covering: M
Interior Wall: DW
Ceiling: AT
Floor: CA,TC
Foundation: P
Security/Fire Protection: AL,EX,IS,SD,VC

BUILDING SERVICES

Electrical: CB
Plumbing: L
Heating: HP
Air Conditioning:

NOTES

Purchase and Sale Agreement

4907-9486-9818.4 014393.001
DWK 4356205v12

Entity:	001	TRACY UNIFIED SCHOOL DISTRICT	
Site:	012	KELLY ELEMENTARY SCHOOL	
Building:	028	PRESCHOOL PORTABLE	
		535 MABEL JOSEPHINE DRIVE	
		TRACY, CA 95377	
CPSD County:	39	CPSD District:	75499
Site Key:	204488	Building Key:	
OSA Number:		Serial Number:	
Year Built:	2005	Evaluation Date:	08/31/2021
No. of Stories:	1	Total Square Feet:	1,920
Height:	12	Fire Protection Class:	1
Occupancy:	SPC	SCHOOL - PORTABLE CLASSROOM	
Construction:	D	WOOD	Flood Zone:
Condition:	A	AVERAGE	
GPS Latitude:	37.724899	GPS Longitude:	-121.463365
Vacant:	NO	Plumbing Date:	/ /
Basement:	NO	Heating Date:	/ /
Elevator:	NO	Wiring Date:	/ /
Swimming Pool:	NO	Roofing Date:	/ /
Improvements:	NO	Retrofit Date:	/ /



Purchase Price: \$518,260.00

GENERAL BUILDING CHARACTERISTICS

Exterior Wall:	WD
Roof Construction:	WDJ
Roof Covering:	M
Interior Wall:	DW,MA
Ceiling:	AT
Floor:	CA
Foundation:	W
Security/Fire Protection:	AL,EX,SD

BUILDING SERVICES

Electrical:	CB
Plumbing:	A
Heating:	HP
Air Conditioning:	

NOTES

Purchase and Sale Agreement

4907-9486-9818.4 014393.001
DWK 4356205v12

Entity: 001 TRACY UNIFIED SCHOOL DISTRICT
Site: 017 SOUTH/WEST PARK ELEMENTARY SCHOOL
Building: 029 PORTABLE CLASSROOMS G101-G102
501 MOUNT OSO AVENUE
TRACY, CA 95376

CPSD County: 39 CPSD District: 75499
Site Key: 204486 Building Key: 447227
OSA Number: Serial Number: 8-97DH955.5A-F

Year Built: 1997 Evaluation Date: 08/31/2021
No. of Stories: 1 Total Square Feet: 1,920
Height: 12 Fire Protection Class: 1
Occupancy: SPC SCHOOL - PORTABLE CLASSROOM
Construction: D WOOD Flood Zone:
Condition: A AVERAGE
GPS Latitude: 37.727244 GPS Longitude: -121.432933

Vacant: NO Plumbing Date: / /
Basement: NO Heating Date: / /
Elevator: NO Wiring Date: / /
Swimming Pool: NO Roofing Date: / /
Improvements: NO Retrofit Date: / /



Purchase Price: \$518,260.00

GENERAL BUILDING CHARACTERISTICS

Exterior Wall: WD
Roof Construction: WDJ
Roof Covering: M
Interior Wall: DW
Ceiling: AT
Floor: CA,TC
Foundation: P
Security/Fire Protection: AL,EX,HD,IS

BUILDING SERVICES

Electrical: CB
Plumbing: L
Heating: HP
Air Conditioning:

NOTES

Purchase and Sale Agreement

4907-9486-9818.4 014393.001
DWK 4356205v12

Entity:	001	TRACY UNIFIED SCHOOL DISTRICT	
Site:	010	JACOBSON ELEMENTARY SCHOOL	
Building:	020	PORTABLE CLASSROOM CATALYST 1	
		1750 WEST KAVANAUGH AVENUE	
		TRACY, CA 95376	
CPSD County:	39	CPSD District:	75499
Site Key:	204487	Building Key:	
OSA Number:		Serial Number:	
Year Built:	2002	Evaluation Date:	08/31/2021
No. of Stories:	1	Total Square Feet:	1,920
Height:	12	Fire Protection Class:	1
Occupancy:	SPC	SCHOOL - PORTABLE CLASSROOM	
Construction:	D	WOOD	Flood Zone:
Condition:	A	AVERAGE	
GPS Latitude:	37.757075	GPS Longitude:	-121.448226
Vacant:	NO	Plumbing Date:	/ /
Basement:	NO	Heating Date:	/ /
Elevator:	NO	Wiring Date:	/ /
Swimming Pool:	NO	Roofing Date:	/ /
Improvements:	NO	Retrofit Date:	/ /



Purchase Price: \$518,260.00

GENERAL BUILDING CHARACTERISTICS

Exterior Wall:	WD
Roof Construction:	WDJ
Roof Covering:	M
Interior Wall:	DW
Ceiling:	DW
Floor:	CA,VT
Foundation:	W
Security/Fire Protection:	AL,EX,SD

BUILDING SERVICES

Electrical:	CB
Plumbing:	L
Heating:	HP
Air Conditioning:	

NOTES

Purchase and Sale Agreement

4907-9486-9818.4 014393.001
DWK 4356205v12