

**JOINT USE LEASE AGREEMENT
BY AND BETWEEN INGLEWOOD UNIFIED SCHOOL DISTRICT
AND THINK TRUE, LLC**

This **JOINT USE LEASE AGREEMENT** (“Agreement”) is made this 22nd day of December 2025 (“Effective Date”), by and between **INGLEWOOD UNIFIED SCHOOL DISTRICT** (“District”), a public school district duly organized and existing under the laws of the state of California, and the **THINK TRUE, LLC** (“Lessee”), a marketing group. The District and Lessee may be referred to herein individually as a “Party,” and collectively as the “Parties”.

RECITALS

WHEREAS, the District is committed to family-school-community partnerships, whereby District schools and other community organizations engage with students, families, and the local community in meaningful ways; and

WHEREAS, the District owns multiple properties, including school sites, classroom buildings, recreational play fields, hardscapes, and other facilities; and

WHEREAS, pursuant to the California Code of Education (“Education Code”), the District is authorized to “enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session”; and

WHEREAS, Lessee is a marketing group who provides consulting services to Nike and Brand Jordan; and

WHEREAS, Lessee desires to lease space at the District owned property located at 106 E. Manchester Boulevard, Inglewood, California 90301, more commonly known as the Inglewood Adult School, and which is comprised of instructional classroom buildings, recreational play fields, hardscapes, and other facilities (collectively the “Premises”), as more fully described in **EXHIBIT A** attached hereto; and

WHEREAS, District desires to lease the Premises to Lessee to administer and operate its sport brand execution (“Program”); and

WHEREAS, the Parties now desire to execute this Agreement for Lessee’s lease of the Premises; and

WHEREAS, the District consents to lease Lessee the Premises identified in **EXHIBIT A**, attached hereto and incorporated herein, to operate its Program; and

WHEREAS, in accordance with Education Code section 17529, through the approval of this Agreement, the District has determined that Lessee’s use of the Premises will not: (1) interfere with educational programs or activities of any school or class conducted on District school sites, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children on District property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **PREMISES.** The District hereby leases to Lessee exclusive use of the Premises located at 106 E. Manchester Boulevard, Inglewood, California 90301, depicted within the yellow outline on the aerial map attached hereto as **EXHIBIT A** and incorporated herein by reference.
2. **TITLE TO PREMISES.** Nothing in this Agreement shall in any way alter the District's fee title ownership interest in the Premises. Nothing herein shall be construed as creating ownership interest, easement, or any other possessory or non-possessory interest in the Premises except a defined-term leasehold.
3. **TERM.** The term of this Agreement shall be six (6) months commencing on the Effective Date of this Agreement and following County Administrator approval ("Term"), unless sooner terminated by any provision herein.
4. **PROGRAM ADMINISTRATION.**
 - 4.1. **District Responsibilities.** The District shall bear no responsibility for, nor possess the authority to assume the administration or operation of Lessee's Program. This includes, without limitation, the Lessee Program employee hiring and the oversight, coordination, or engagement of subcontractors for the fulfillment of Lessee's rights and obligations outlined herein.
 - 4.2. **Lessee Responsibilities.**
 - 4.2.1. Lessee shall have exclusive use of the Premises to perform its Program.
 - 4.2.2. Lessee represents that it is qualified to administer and operate its Program.
 - 4.2.3. Lessee shall be solely responsible for the administration and operation of its Program including, without limitation, employee hiring.
 - 4.2.4. Lessee shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants, and subcontractors who may provide services in conjunction with the Lessee's Program on the Premises.
 - 4.2.5. Lessee shall oversee all installation of Improvements and ensure the Improvements meet all safety and code requirements. District shall bear no responsibility for ensuring safety and code compliance for the Improvements.
 - 4.3. **Subcontractors.**
 - 4.3.1. Lessee may engage and utilize subcontractors for the performance of its Program. The engagement of subcontractors shall not relieve Lessee from its obligations and duties under this Agreement.
 - 4.3.2. Any subcontractors engaged by Lessee shall be considered an extension of Lessee's personnel and shall be subject to all the same rights, responsibilities, and duties as outlined in this Agreement.
 - 4.3.3. Lessee shall remain fully responsible for the actions, omissions, and performance of its subcontractors.
 - 4.3.4. Lessee shall ensure that all its subcontractors adhere to and perform the applicable required duties, obligations, and standards as set forth herein. This includes, without limitation, maintenance and safety requirements, and compliance with all applicable laws, regulations, and codes.
 - 4.3.5. Lessee shall maintain oversight of its subcontractors to ensure the subcontractors' compliance with the terms and conditions herein. Failure by a subcontractor to meet the required standards or fulfill the obligations herein shall be understood to be a failure by Lessee, and Lessee shall take immediate corrective action.

- 4.3.6. Lessee shall maintain open lines of communication with the District regarding its subcontractors' activities and Program performance on the Premises.
- 4.3.7. Lessee shall regularly assess the performance of its subcontractors against the agreed-upon standards and promptly address any deficiencies. Lessee shall take corrective actions to ensure the appropriate administration and operation of Lessee's Program as detailed throughout this Agreement.

5. LEASE PAYMENTS, TAXES, AND ASSESSMENTS.

- 5.1. **Lease Payments and Consideration.** For and in consideration of the use of the Premises for the Term, and in lieu of monetary rent, Lessee shall assume the full cost and responsibility for the following improvements:
 - 5.1.1. Demolition and removal of the existing on-site structures;
 - 5.1.2. Design, construction, and installation of a high-quality, temporary athletic facility that includes:
 - 5.1.2.1. branded tent/enclosure structure;
 - 5.1.2.2. regulation basketball floor and court;
 - 5.1.2.3. LED scoreboard;
 - 5.1.2.4. Spectator seating;
 - 5.1.2.5. All essential utilities required for safe operations
- 5.2. During the Term, Lessee shall make the Improvements (defined below), available to District as the home court for the Inglewood High School Boys' and Girls' Basketball Teams, providing a dedicated venue for practices and home games while the Inglewood High School campus undergoes reconstruction.
- 5.3. **Taxes and Assessments.** Any possessory interest tax, other personal or real property tax, or assessment whatsoever assessed against the District as a result of this Agreement, Lessee agrees to and shall pay all such foregoing taxes and assessments and charges not less than twenty (20) days prior to the date of delinquency thereof and give written notice of such payment to the District within five (5) days after such payment is made.

6. USE OF PREMISES.

- 6.1. **Program Performance.**
 - 6.1.1. Lessee is authorized to use the Premises for its Program in accordance with all applicable federal, state, and local laws and regulations relating to the Premises and to Lessee's use.
 - 6.1.2. Lessee shall not use the Premises for any use other than that specified in this Agreement without prior written consent from the District.
- 6.2. **Prohibited Uses.**
 - 6.2.1. Lessee shall not use, nor permit the use of, the Premises for any purpose that violates any applicable federal, state, or local law, ordinance, or regulation. This includes, without limitation, any unlawful, hazardous, or criminal activity. Any use of the Premises in violation of this provision shall constitute a material breach of this Agreement and may result in immediate termination of tenancy or occupancy, in addition to any other remedies available at law or in equity.
 - 6.2.2. **Increased Insurance.** Lessee shall not permit anything to be done in or about the Premises which will increase the existing rate of insurance upon the Premises or cause the cancellation of any insurance policy covering the Premises.

6.3. **Personnel and Equipment.**

- 6.3.1. The Parties, at their sole cost and expense, shall provide necessary personnel, equipment, or other property to perform their obligations herein.
- 6.3.2. Lessee shall furnish its own equipment or other property needed to conduct its Program at its sole expense. The District shall not provide any special equipment or property.
- 6.3.3. All personnel hired by a Party shall be employees or independent contractors of that Party and shall not be construed as employees or independent contractors of the other Party for any purpose whatsoever.

6.4. **Security and Supervision.**

- 6.4.1. Lessee shall supply an adequate number of trained and competent personnel to supervise its use of the Premises and the operation of Lessee's Program.

6.5. **Parking Facilities.** There are limited parking facilities located on the Premises (in addition to street parking located nearby), which Lessee is authorized to use subject to the following:

- 6.5.1. Lessee shall not abandon any operative or inoperative vehicles or equipment on any portion of the Premises or the street parking surrounding the Premises.
- 6.5.2. The District shall not be liable for any personal injury suffered by Lessee or Lessee's visitors, invitees, and guests, or for any damage to or destruction or loss of any of Lessee's or the Lessee's visitors', invitees', or guests' personal property located or stored on the Premises or in street parking surrounding the Premises.
- 6.5.3. Lessee shall be responsible for ensuring all vehicles associated with its use of the Premises are safely parked without blocking fire lanes or other vehicles.

6.6. **Utilities.** The District shall furnish or cause to be furnished to the Premises all necessary utilities, which include electrical, natural gas, sewer, waste disposal/recycling, water services, and pest control (collectively "Utilities").

- 6.6.1. **Electric Utilities.** Lessee shall be solely responsible for all electrical utility costs for the Premises. Lessee shall pay its suppliers directly.
- 6.6.2. **Telephone Services.** Lessee shall be solely responsible for all telephone or technology communication services/systems and internet services required by Lessee in its use of the Premises. Lessee shall pay its suppliers directly.
- 6.6.3. The District's failure to furnish, or cause to be furnished, Utilities when the failure is caused by (i) acts beyond the reasonable control of the District; (ii) strikes, lockouts, labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, regulations, requirements, or any other action by federal, state, county or municipal authority; or (iv) any other unavoidable delay, shall not cause the District to be in default of the Agreement and shall not result in any liability to the District.

6.7. **Signage.** For the purpose of this Agreement, "Signage" and "Signs" shall refer to any visual display, structure, or device intended to convey information, messages, or advertisements to the public, whether affixed, permanent, semi-permanent, or temporary in nature. This includes but is not limited to banners, posters, placards, billboards, electronic displays, and any other similar means of communication.

- 6.7.1. Lessee may place temporary signs on the Premises to share Program-related information with participating students and their parents or guardians ("Temporary Signs"). These Temporary Signs shall be subject to prior written approval by the District and shall be limited in size, duration, and location as determined by the District.

- 6.7.1.1. Any signs shall be at Lessee's sole cost and expense.
 - 6.7.1.2. District written approval and consent is in its sole discretion but shall not be unreasonably withheld.
 - 6.7.1.3. The Parties agree to cooperate in obtaining any governmental permits necessary in connection with the placement of Lessee's signage.
 - 6.7.1.4. Signs shall comply with all applicable governmental authorities having jurisdiction, including, without limitation, local ordinances, and state laws.
 - 6.7.1.5. Throughout the Term of this Agreement, Lessee shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair.
- 6.7.2. At the termination of this Agreement, Lessee shall remove all signs it has placed on the Premises and shall repair any damage caused by the installation or removal of its signs.

6.8. District Rules and Regulations.

- 6.8.1. The Parties agree that the District does not permit possession, use, sale, or consumption of tobacco, cannabis, or of any controlled substance on District property, including the Premises.
- 6.8.2. All use of the Premises shall align with applicable State of California and local governmental Orders regarding public health including, without limitation, play, activities, physical distancing measures, maximum occupancy, face covering, reporting, and contact tracing requirements and protocols. Violations of these requirements may result in termination of this Agreement pursuant to the terms herein.

7. CONDITION OF PREMISES. The Premises are offered to Lessee for use on an "AS IS" basis.

- 7.1. The District shall not be required to make or construct any alterations including structural changes, additions, or improvements to the Premises. By execution of this Agreement, Lessee hereby accepts the Premises in "AS IS" condition. It is Lessee's responsibility to make such improvements as it deems necessary to make the Premises suitable for its intended use.
- 7.2. Lessee acknowledges that the District has not made any representations or warranties as to the suitability of the Premises for Lessee's intended use. Any agreements, warranties, or representations not expressly contained in this Agreement shall in no way bind the Parties, and the Parties expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.
- 7.3. **Unsafe Conditions.** Lessee shall not cause or permit any Hazardous Materials (defined below) or Dangerous Condition (defined below) to exist on the Premises. Lessee shall promptly provide notice to the District, pursuant to the "Compliance with All Laws" section of this Agreement, if Lessee becomes aware of any Hazardous Materials on the Premises. Lessee shall promptly provide notice to the District, pursuant to the "Accident/ Incident Reporting" section of this Agreement, if Lessee becomes aware of any Dangerous Condition the Premises.
 - 7.3.1. **Dangerous Condition.** A "Dangerous Condition", as defined in Government Code section 830(a), is "a condition of property that creates a substantial (as distinguished from a minor, trivial or insignificant) risk of injury when such property or adjacent property is used with due care in a manner in which it is reasonably foreseeable that it will be used."

8. MAINTENANCE AND REPAIRS.

- 8.1. Lessee shall maintain the Premises in good condition consistent.

- 8.2. Except as set forth in this Agreement, Lessee shall, at its own cost and expense, maintain the physical Premises, structural elements of the building, and appurtenances (e.g., facility up-keep and maintenance) in accordance with the District's usual standards.
- 8.3. As used in this Agreement, the term "structural elements of the building" are defined as and shall be limited to the foundation, footings, floor slab but not flooring, structural walls excluding glass and doors, and the roof excluding skylights. Plumbing, electrical and heating systems shall be considered "structural elements of the building" excluding, however, those repairs and maintenance items which can be completed without wall or floor removal in which case these repairs shall be the responsibility of the District.
- 8.4. The District shall have no maintenance or repair obligations with respect to the Premises or structural elements of the building. Lessee hereby expressly waives the provisions of Sections 1932, 1941 and 1942 of the Civil Code of California and all rights to construct or make repairs at the expense of District as provided in Section 1942 of the Civil Code of California.
- 8.5. The cost of rekeying, if necessary, shall be the responsibility of Lessee. The District reserves the right to key-control and issuance of duplicate keys.

9. ALTERATIONS AND IMPROVEMENTS.

- 9.1. **CONSTRUCTION OF IMPROVEMENTS.** Lessee agrees that, to the extent any improvements, alterations, upgrades, or modifications to the Premises are required or desired to operate and maintain Lessee's Program ("Improvements") at any time during the Lease Term in connection with Lessee's Permitted Use, all costs, expenses, and liabilities arising from such work and the Improvements shall be borne exclusively by Lessee. Any such work shall:
 - 9.1.1. Be performed in a good and workmanlike manner, in compliance with all applicable laws, regulations, codes, and requirements of governmental authorities;
 - 9.1.2. Be insured by Lessee, at Lessee's expense, under policies acceptable to Lessor, covering liability and property damage arising from such work; and
 - 9.1.3. Be completed at Lessee's sole risk, cost, and expense.
- 9.2. Lessee shall indemnify, defend, and hold harmless District, its agents, employees, and affiliates from and against any and all claims, losses, damages, fines, penalties, costs, or expenses arising from or related to such work, including claims for personal injury, property damage, or violations of law.
- 9.3. Upon expiration or termination of the Lease, the District may, in its sole discretion, require Lessee to remove any or all Improvements and restore the Premises to their original condition, reasonable wear and tear excepted, at Lessee's sole cost and expense, or permit the District to retain any Improvements without compensation to Lessee. District shall have no obligation to construct, fund, contribute to, or otherwise participate in any such improvements, alterations, upgrades, or modifications.
- 9.4. **Skills and Licenses.** Lessee or its consultants and contractors shall have the necessary skills, experience, and license(s) to construct the Improvements, or will retain persons who are so licensed.
- 9.5. **Insurance.** Lessee shall maintain adequate insurance as set forth herein below for the Premises. Lessee shall designate the District, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") as additional insureds under such insurance policies.

- 9.6. **Funding.** Lessee shall be solely responsible for securing funds for the design and construction of the Improvements. Unless expressly provided to the contrary herein, the District shall not be responsible or liable for any costs associated with the construction of the Improvements, including costs resulting from a material change to the construction work or design required by the District that is outside of the scope of the Improvements unless the District consents in writing to being responsible for such material change.
10. **USE OF IMPROVEMENTS.** Lessee shall retain control over the use of the Premises. Lessee shall not allow the Premises to be used for any unlawful purpose or for any purpose that is inimical to public morals and welfare or morally objectionable as unsuitable for a public educational facility. Lessee agrees to immediately respond to concerns expressed by District or the public relating to the use of the Premises.
11. **OWNERSHIP OF IMPROVEMENTS.** The Parties agree that the Improvements, shall become and remain the property of the District at the expiration of the Initial Term of this Agreement.
- 11.1. **Equipment.** Lessee shall be responsible for maintaining and repairing/replacing any equipment necessary to operate its Program.
- 11.2. **Custodial Services.** Lessee shall provide all custodial services to the Premises at Lessee's sole cost and expense.
- 11.3. **Groundskeeping.** The Lessee shall provide all groundskeeping/landscaping services and maintenance to the Premises.
12. **SAFETY OF PROPERTY.** The District makes no warranties or representations as to the safety or security of the Premises.
- 12.1. Lessee acknowledges, understands, and agrees that the District is neither responsible for nor has the obligation to supply, provide, establish, maintain, or operate Safety Measures (defined below) for the Premises.
- 12.2. The District shall not be liable for, and is hereby released from all responsibility for any damage, loss, or injury to either persons or property resulting or arising out of any criminal activity (including, but not limited to, any damage, loss, or injury resulting from intrusions, petty theft, vandalism, or other similar acts), that may occur on or near the Premises, regardless of whether the District was able to, actually did, or failed to provide notice to Lessee of a safety incident or situation occurring on the Premises which led to the damage, loss, or injury and in accordance with the other terms and conditions of this Agreement.
- 12.3. **Safety Measures.** Lessee shall be responsible, at its sole cost, for supplying, providing, establishing, maintaining, and operating its own safety measures, protocols, personnel, or systems to encourage and ensure the security of Lessee, its agents, officers, employees, licensees and invitees, and the Premises ("Safety Measures"); provided, however, that Lessee must notify the District prior to employing the Safety Measures.
13. **ACCIDENT/INCIDENT REPORTING.** Lessee shall submit written accident/incident reports to the District as soon as practicable, but not more than twenty-four (24) hours, after the occurrence of or Lessee's receipt of information or notice regarding any accident or incident that occurs on the Premises including related claims, arrest, or criminal charges associated with Lessee's use of the Premises or Lessee's staff working on the Premises. Submission of written accident/incident reports shall be made pursuant to the Section entitled "Notice" herein. Accident/injury reports shall also be verbally reported to the District Director of Facilities Department and to the District Chief Business Official.
- 13.1. The Parties have exchanged point of contact information outside of this Agreement.
14. **RIGHT TO ENTER.**
- 14.1. Lessee shall permit District and its authorized representatives to enter the Premises at any time to perform repair and maintenance work the District is responsible for pursuant to this Agreement.
- 14.2. The District and its authorized representatives shall check in at the front desk of the Premises prior to entering the Premises.

15. **TERMINATION.** This Agreement may be terminated for cause or convenience as specified below.
- 15.1. **Termination for Cause.** Either Party may terminate this Agreement for cause by written notification sixty (60) days prior to the effective date of the termination.
- 15.1.1. Cause shall include, without limitation:
- 15.1.1.1. Material violation of this Agreement by either Party;
 - 15.1.1.2. Any act by a Party exposing the other Party to liability to others for personal injury or property damage; or
 - 15.1.1.3. Either Party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed due to the Party's insolvency.
- 15.1.2. Prior to providing a Notice of Termination for Cause, and within thirty (30) days after a Party determines there is a basis for Termination for Cause, the non-terminating Party shall be notified in writing, and a Meet and Confer Conference shall be promptly held.
- 15.1.3. Following the Meet and Confer Conference, the defaulting Party shall be allowed a 30-day period to "cure" the default.
- 15.1.3.1. If the default is not cured within the 30-day period or, where the default cannot reasonably be cured in 30 days, a cure is not commenced within the 30-day period, the District may immediately terminate this Agreement.
 - 15.1.3.2. If the District elects to terminate this Agreement for cause, Lessee's rights in the Premises shall terminate sixty (60) days from receipt of the Notice of Termination for Cause.
- 15.2. **Termination for Convenience.** The District may terminate this Agreement by written notification not less than thirty (30) days prior to the effective date of the termination. The District shall not be required to provide just cause for termination in the written Notice of Termination for Convenience.
- 15.3. Termination under this section shall not release the Parties from the payment of any sum or payment for use of the Premises then due, or from any claim for damages previously accrued or then accruing against a Party.
- 15.4. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the Parties.
16. **SURRENDER OF PREMISES.**
- 16.1. **Surrender.** On the last day of the Term, or upon sooner termination of this Agreement, Lessee shall surrender to the District the Premises and any then-existing improvements in clean, good condition and repair, ordinary wear and tear excepted, free and clear of all liens, claims, and encumbrances. All trash shall be removed. This condition shall be similar to that existing as of the Effective Date, excepting normal ordinary wear and tear. Lessee shall remove from the Premises all personal property. All property not so removed shall be deemed abandoned.
- 16.2. **Failure to Surrender.**
- 16.2.1. It is expressly agreed and understood by both the District and Lessee that Lessee's failure to surrender possession of the Premises at the expiration of the Term or earlier termination of this Agreement shall result in substantial damages to the District and such damages are impossible or impracticable to measure.

16.2.2. In the event Lessee does not surrender possession of the Premises to District as set forth herein, Lessee shall be deemed a holdover tenant on a month-to-month basis and shall pay an amount to be determined by District for each month or portion of a month in which Lessee holds over in the Premises. In no event shall any provision contained in this Agreement be deemed to permit Lessee to retain possession of the Premises after the expiration of the Agreement Term or earlier termination of this Agreement.

16.2.3. No holdover shall be construed as a renewal of the Term of this Agreement but shall constitute a month-to-month tenancy which may be terminated by a Party with only thirty (30) days prior written notice required and shall otherwise be on the same terms and conditions herein set forth.

17. **NOTICE.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing, and personally delivered by overnight delivery service, addressed as follows:

<p>DISTRICT:</p> <p>Inglewood Unified School District 401 S. Inglewood Avenue Inglewood, CA 90301 Attn: James Morris, Ed.D. E-mail: james.morris@inglewoodusd.com Telephone: (310) 419-2700</p> <p>COPY TO:</p> <p>Orbach Huff & Henderson LLP 1901 Avenue of the Stars, Suite 575 Los Angeles, CA 90067 Attn: Sarine A. Abrahamian, Esq. E-mail: sabrahamian@ohhlegal.com Telephone: (310) 788-9200</p>	<p>LESSEE:</p> <p>Think True, LLC ADDRESS: Attn: Alvin Stafford E-mail: alvin.stafford@think-true.com Telephone: (310) 925-0941</p> <p>COPY TO:</p> <p>Amy Gaskin Think True, LLC E-mail: amy.gaskin@think-true.com Telephone: (917) 743-6051</p>
--	---

Any notice personally given shall be effective upon receipt. Notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Notice sent by USPS shall be effective within three (3) business days following delivery thereof to USPS. Notices, certificates, and other communications shall also be provided by electronic mail to the e-mail addresses identified above.

18. **INDEMNIFICATION.**

18.1. To the fullest extent permitted by California law, Lessee shall indemnify, defend (by counsel reasonably approved in writing by the District), protect, and hold harmless the District and its board members, representatives, officers, officials, consultants, employees, trustees, volunteers, agents, and invitees ("Indemnified Parties") against any and all loss, liability, claims, suits, damage, expense, and action of any kind, nature, and description including, without limitation, attorneys' fees and costs; direct, indirect and consequential losses; liability, damage, and expense for injuries and death to persons and damage to property (collectively "Claims"), arising out of or in connection with the use, conduct, operation, condition, occupancy of the Premises, and all areas appurtenant thereto, and activities of Lessee and its employees, students, representatives, officers, consultants, board members, trustees, members, agents, invitees, guests and volunteers related to this Agreement, regardless of who was responsible for such injuries or death, excepting instances of Willful Misconduct (defined below) by the Indemnified Parties. Lessee shall defend the Indemnified Parties at Lessee's sole expense. Lessee shall keep the Premises clear of all liens, encumbrances, and clouds on the District's title to the Premises.

18.1.1. **Willful Misconduct.** "Willful Misconduct" is any intentional action so unreasonable or dangerous that the actor knows or should know it is highly probable to result in harm.

18.2. **Survival of Indemnities.** This section shall survive the expiration or termination of this Agreement.

19. **INSURANCE.** Lessee shall maintain, for the Term of this Agreement, at its sole cost, its policy or policies of general liability and property insurance as set forth in **EXHIBIT B**, attached hereto and incorporated herein. All policies, endorsements, and certificates shall be subject to approval by the District as to form and content. Lessee agrees to provide the District with a copy of said policies, certificates, and endorsements upon execution of this Agreement.

20. **COMPLIANCE WITH ALL LAWS.** Lessee shall, at its sole expense, comply with all requirements of all governmental authorities in force either now or in the future, affecting the Premises, and shall faithfully observe in its use of the Premises all laws, regulations, and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state, and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission, and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations) and the District Board Policies and Regulations relating to same ("Environmental Laws").

20.1. **Violation.** The judgment of a court of competent jurisdiction, or Lessee's admission in any action or a proceeding of such, whether the District is a party to it or not, that Lessee has violated any law, regulation, or ordinance in its use of the Premises shall be considered conclusive evidence of that fact as between the Parties. If Lessee fails to comply with any law, regulation or ordinance the District reserves the right to take necessary remedial measures at Lessee's expense, which Lessee agrees to reimburse District on demand.

20.2. **Hazardous Materials.** The term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. Lessee shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Lessee or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom, and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Lessee shall comply with all Environmental Laws. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 et seq., (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. (42 U.S.C. 9601). The term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of all government body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release, or disposal of Hazardous Materials.

20.3. **Notice of Hazardous Substances.** Lessee shall notify the District in writing within twenty-four (24) hours if Lessee has or acquires notice or knowledge that any Hazardous Material has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, under, or from the Premises in violation of Environmental Laws. Lessee shall promptly provide the District with copies of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations, or notices relating to the conditions of the Premises or compliance with Environmental Laws. Lessee shall promptly supply the District with copies of all notices, reports, correspondence, and submissions made by Lessee to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials pursuant to Hazardous Materials Law or Environmental Laws. Lessee shall notify the District within twenty-four (24) hours of any liens threatened or attached against the Premises pursuant to any Environmental Laws.

- 20.4. **Indemnification.** Lessee shall indemnify, defend (by counsel reasonably approved in writing by the District), protect, release, save, and hold the District harmless from and against all Claims arising from any breach of Lessee's covenants under this section.
21. **COMPLIANCE WITH LABOR CODE.** To the extent applicable, Lessee's construction of Lessee's Improvements shall comply with all applicable provisions of the California Labor Code, including, without limitation, the payment of prevailing wage rates for public works projects. Any inquiries regarding coverage and compliance with statutory requirements for the payment of prevailing wages for the project shall be directed to the Department of Industrial Relations.
- 21.1. The cost of any change or alteration performed by or at the direction of Lessee shall be timely paid, subject to the terms and provisions of this Agreement. Lessee shall cause to be discharged any mechanics' or materialmen's liens filed against the Premises by reason of the actions of Lessee.
- 21.2. Lessee shall indemnify and hold harmless the District from and against any and all damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees and court costs, which are actually incurred by District from claims by adjoining property owners, their tenants or guests to the extent caused by Lessee's construction of the improvements in, on, to or of the Premises.
22. **PUBLIC COMPLAINTS.** If any person complains to Lessee about the Premises or Lessee's use of the Premises, in any manner, of either, Lessee shall give written notice of such complaint received (whether oral or written) to District within fifteen (15) days of Lessee's receipt of the complaint. Lessee shall collaborate with District on action(s), if any, to be taken to alleviate the complaint.
23. **NONDISCRIMINATION.** The Parties affirm they are Equal Opportunity Employers and shall comply with all applicable federal, state, and local laws and regulations as appropriate. Neither Party shall discriminate on the basis of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, disability, or any other basis prohibited by law in the operation of any of their programs or employment practices.
24. **FINGERPRINTING AND CRIMINAL BACKGROUND VERIFICATION.** Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing. (Health & Safety Code §§ 1500 et seq.) Lessee shall complete **EXHIBIT C** and submit verification of compliance with the fingerprinting and criminal background investigation requirements to District prior to every individual's commencement of employment or participation in Lessee's Program and prior to permitting contact with any District pupils.
25. **INDEPENDENT CONTRACTOR STATUS.** This Agreement is by and between independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
26. **ENTIRE AGREEMENT OF PARTIES.** This Agreement and all exhibits attached hereto set forth the entire agreement between the Parties and supersede all prior discussions, negotiations, and agreements, whether oral or written.
27. **SURRENDER OF AGREEMENT NOT MERGER.** The voluntary or other surrender of this Agreement by a Party, or a mutual cancellation thereof, shall not constitute a merger and shall, at the option of the other Party, terminate all or any existing subleases, subtenancies, rights of third parties acting through such Party and this Agreement to use the Premises.
28. **ASSIGNMENT AND TRANSFER.** Lessee shall not have the right, voluntarily or involuntarily, to license, transfer, or encumber this Agreement. Any purported transfer shall be void and shall, at the District's election, constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Agreement.
29. **JOINT AND SEVERABLE LIABILITY.** In the event that Lessee is more than one person or entity, all such persons and entities shall be jointly and severally liable for Lessee's obligations hereunder.

30. **DISPUTE RESOLUTION.** If a dispute arises that is related, in any way, to this Agreement, the Parties agree to attempt first to resolve the dispute through Meet and Confer Conference negotiations. If negotiations are unsuccessful, the Parties agree to nonbinding dispute resolution prior to initiating legal action.
31. **ATTORNEYS' FEES.** In the event either Party institutes legal action to enforce its rights under this Agreement, in whatever forum, public or private, each Party shall be solely responsible for its costs and attorneys' fees. No court shall have authority or jurisdiction to rule or order contrary to this section.
32. **CALIFORNIA LAW.** This Agreement shall be governed by, and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. All actions or proceedings brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County, California.
33. **WAIVER.** The waiver by either Party of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
34. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, legal representatives, successors, and assigns.
35. **AMENDMENT AND MODIFICATION.** This Agreement and all exhibits attached hereto, as well as any subsequent amendments and modifications, may be amended or modified in writing, signed by the Parties. No amendments, changes, or modifications to the Agreement or exhibits shall be valid or binding unless approved or ratified by the County Administrator.
36. **COUNTERPARTS.** This Agreement and all exhibits attached hereto, as well as any subsequent amendments and modifications, may be executed in counterparts. All counterparts together shall be construed as one document.
37. **CAPTIONS.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation thereof, or of the intention of the Parties hereto.
38. **SEVERABILITY.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but in the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable in any respect under the applicable law, such provision shall be severed, and all remaining provisions shall remain valid, legal, and enforceable.
39. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and all exhibits attached hereto are incorporated herein by reference.
40. **DRAFTING PARTY.** This Agreement is created as a joint effort of both Parties and shall not be interpreted against either Party as the drafter of the Agreement.
41. **AUTHORITY.** The person(s) executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and all acts necessary to confer such authority have been duly, properly, and legally taken, such that by executing this Agreement, the Parties are formally bound to the provisions of this Agreement.
42. **ELECTRONIC SIGNATURE.** Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign such Agreement, including facsimile or email electronic signatures.

43. **FORCE MAJEURE.** In addition to specific provisions of this Agreement, performance by a Party shall not be deemed to be in default, and all performance or other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the Party including, without limitation, war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, limitation of supplies, epidemics, quarantine restrictions, freight embargoes, lack of transportation, litigation, unusually severe weather, acts or omissions of another party, or any other causes beyond the control of or without the fault of the Party claiming an extension of time to perform. Any governmental statute, order, regulation, rule, or equivalent preventing the use of any Premises as a result of COVID-19 shall not be considered an event beyond the reasonable control of a Party. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other party within ten (10) days of the commencement of the cause.

ACCEPTED AND AGREED on the date indicated below:

Dated: 12-29-2025, 2025

Dated: December 22, 2025

INGLEWOOD UNIFIED SCHOOL DISTRICT

THINK TRUE, LLC

By: 

By: 

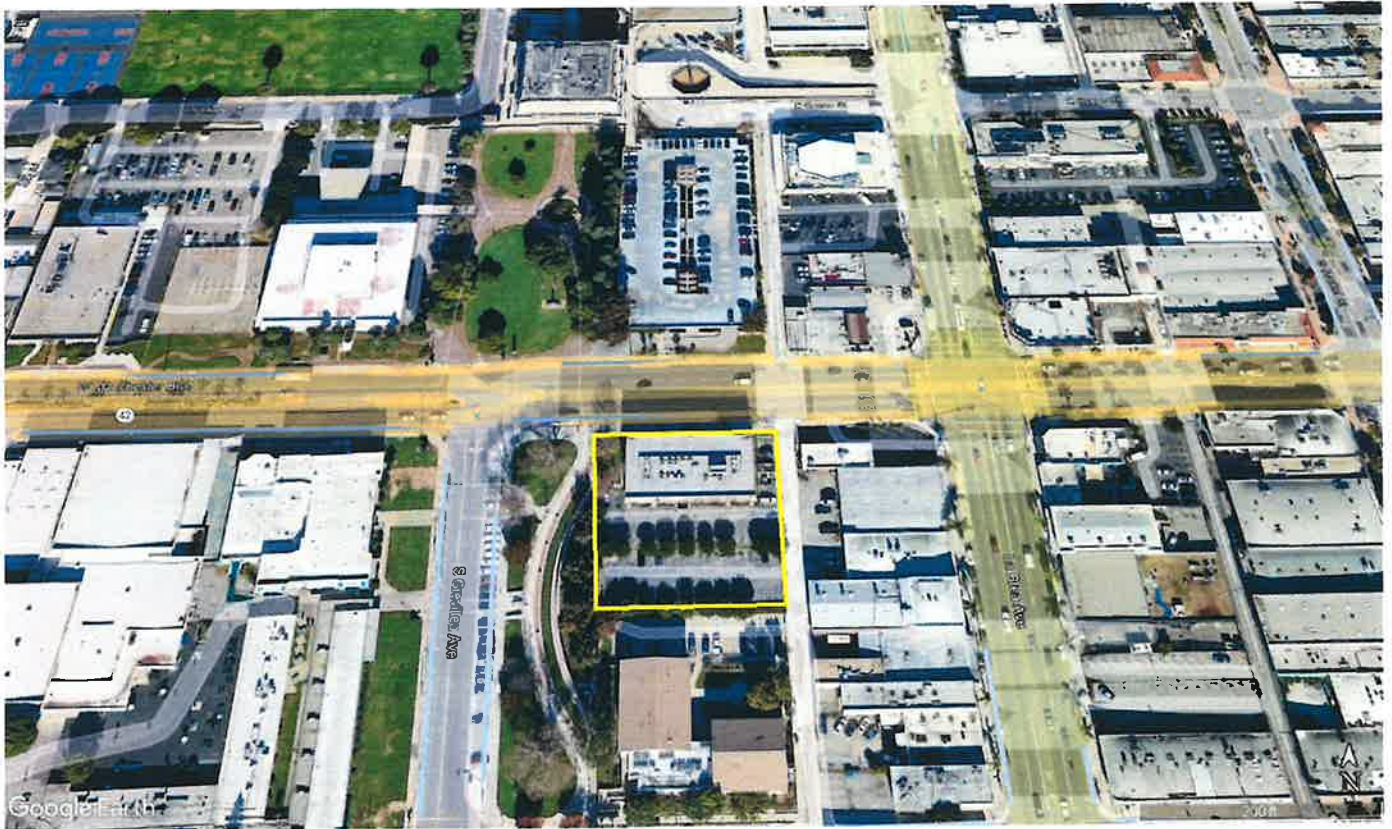
Print Name: JAMES MORRIS

Print Name: Alvin Stafford

Print Title: County Administrator

Print Title: CEO

**EXHIBIT A
DESCRIPTION OF PREMISES**



106 EAST MANCHESTER BLVD., INGLEWOOD, CALIFORNIA 90303 APNs: 4021-014-905, -906, and -907

EXHIBIT B
INSURANCE

1. **Required Insurance.** Think True, LLC (“Lessee”) (and all of its subcontractors, if any) shall, at its sole cost and expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property arising from or in connection with performance of this Agreement or use of the Premises by Lessee, Lessee’s agents, representatives, officers, employees, or subcontractors (of all tiers). Lessee shall maintain the following insurance coverage:
 - 1.1. **Commercial General Liability Insurance.** Coverage must be equivalent in scope or at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to work performed under this Contract (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The District, its Board of Education, officials, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Lessee. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). The policy shall contain a severability of interests/cross liability clause or language stating that Lessee’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
 - 1.2. **Sexual Abuse and Molestation Insurance.** Lessee must provide Coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$3,000,000 per wrongful act and \$6,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an “occurrence” and not on a claim(s) made and reported basis. Coverage must not be subject to any exclusion, restriction, or sub-limit. District, its Board of Education, employees, agents, and volunteers must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that Lessee’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
 - 1.3. **Commercial Automobile Liability Insurance.** Coverage must be equivalent in scope or at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1) that includes all vehicles that are owned, non-owned, and hired and personal injury protection, with limit no less than \$1,000,000 per accident for bodily injury and property damage. The policy must provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01.
 - 1.4. **Workers’ Compensation/ Employer’s Liability Insurance.** Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Lessee must maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - 1.5. **Pollution and Environmental Liability Insurance.** Lessee shall maintain Pollution and Environmental Liability Insurance covering liability for bodily injury, property damage, cleanup costs, and defense arising from sudden, accidental, and gradual pollution conditions resulting from the Lessee’s operations or the operations of its subcontractors, sub-consultants or independent contractors. Such insurance shall include coverage for the discharge, dispersal, release, or escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials, or other irritants, contaminants, or pollutants, including mold and asbestos. Coverage shall also include on-site and off-site cleanup costs, transportation of pollutants, non-owned disposal site liability, and completed operations coverage for a period of not less than three (3) years following final completion of the Project. The policy shall have limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, or such higher limits as may be reasonably required by the District based on the scope of the Improvements, work or project.

1.6. **Other Insurance Requirements.**

- 1.6.1. **Umbrella/Excess Liability Policy.** An Umbrella Liability policy (or Excess Liability on a Following Form Basis) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided the minimum general aggregate is no less than \$10,000,000 and all requirements set forth herein are fully satisfied with respect to such policy.
- 1.6.2. **Broader Coverage/Higher Limits Applies.** In the event that Lessee maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Lessee.
- 1.6.3. **Lessee's Insurance shall be Primary.** For any claims related to this Agreement, Lessee's insurance coverage shall be primary insurance coverage, at least as broad as ISO CG 20 01 04 13, as respects the District, its Board of Education, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its Board of Education, officials, employees, volunteers, and agents shall be in excess of Lessee's insurance and shall not contribute with it.
- 1.6.4. **Notice of Cancellation.** For all insurance required by this Agreement, Lessee shall provide District with no less than thirty (30) days prior written notice of cancellation or nonrenewal, or reduction in coverage.
- 1.6.5. **Additional Insured Coverage Not Affected By Named Insured's Duties After Accident or Loss.** If any of the insurance required herein requires reporting of accidents or other covered losses, all such policies must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the District, its Board of Education, officials, employees, volunteers, or agents.
- 1.6.6. **Waiver of Subrogation.** Lessee grants to District, its Board of Education, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said contractor may acquire against the District, its Board of Education, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Lessee shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its Board of Education, officials, employees, volunteers, or agents have received a waiver of subrogation endorsement from the insurer.
- 1.6.7. **Self-Insured Retentions.** Any self-insurance program or self-insured retentions must be declared to and approved separately in writing by the District's Risk Manager or designee and shall protect the District, its Board of Education, officials, employees, volunteers, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or self-insured retention provisions. The District may require Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. In addition, the policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Named Insured or by the District, its Board of Education, officials, employees, volunteers, and agents.
- 1.6.8. **Acceptability of Insurers.** All insurance required herein is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by District, and must be authorized to conduct business in the state of California or approved by the Surplus Lines Association to do business in California.

- 1.6.9. **Verification of Coverage.** Lessee shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Lessee's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to maintain insurance and furnish the required certificates may be considered a breach of this Agreement by Lessee, and District may terminate this Agreement without waiver of any remedy it may have.
- 1.6.10. **No Limitation on Liability.** Such insurance as required herein shall not be deemed to limit Lessee's liability relating to performance under this Agreement. The District reserves the right to require complete certified copies of all said policies at any time. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Agreement. Lessee understands and agrees that, notwithstanding any insurance, Lessee's obligation to defend, indemnify, and hold the District, its Board of Education, officials, agents, volunteers, and employees harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of Lessee, its officers, agents, subcontractors (of all tiers), employees, licensees, patrons, or visitors, or the operations conducted by Lessee.
- 1.6.11. **Waivers and Modifications.** Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the District Risk Manager or their designee.
- 1.6.12. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis: 1. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of any Services performed under this Agreement. 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage.
- 1.7. **Subcontractors.** Lessee shall require and verify that all approved subcontractors maintain insurance meeting all the requirements stated herein, and Lessee shall ensure that District, its Board of Education, officials, employees, agents, and volunteers are named additional insureds on insurance required from subcontractors.
2. **Changes in Insurance Requirements.** On an annual basis, if, in the opinion of District, the amount of the foregoing insurance coverages is not adequate or the type of insurance or its coverage adequacy is deemed insufficient, Lessee shall amend the insurance coverage as required by District's Risk Manager or designee.
- 2.1. The procuring of such required policy or policies or insurance shall not be construed to limit Lessee's liability hereunder or to fulfill the indemnification provision and requirements of this Agreement. Notwithstanding said policy or policies or insurance, Lessee shall be obligated for the full and total amount of damage, injury, or loss caused by negligence or neglect connected with this Agreement or with use or occupancy of the Premises.
- 2.2. During the Term, the District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the Premises as of the Effective Date. In the event of loss or damage to the Premises, the buildings, or any contents, each Party, and all persons claiming under the Party, shall look first to any insurance in its favor before making any claim against the other Party, and to the extent possible without adding additional costs, each Party shall obtain for each policy of insurance provisions permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance and each Party, to the extent permitted, for itself and its insurers, waives all such insurance claims against the other Party.
- 2.3. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Lessee sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost and expense, comply

with any and all requirements pertaining to the Premises, of any insurance Lessee or company, necessary for the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances. Fire and casualty insurance premium increases to District due to equipment and/or activities of Lessee shall be charged to Lessee.

- 2.4. During the Term, Lessee shall comply with all provisions of law applicable to Lessee with respect to obtaining and maintaining workers' compensation insurance.

EXHIBIT C
CRIMINAL BACKGROUND INVESTIGATION
FINGERPRINTING AND MEGAN'S LAW CERTIFICATION

CERTIFICATION TO BE COMPLETED BY THINK TRUE, LLC

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND THEREBY CERTIFIES TO THE DISTRICT THAT:

Fingerprint / Background Check Certification (Education Code § 45125.1).

Pursuant to Education Code Section 45125.1, Lessee has obtained for any employee (or subconsultant's employee) who will interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, a valid criminal records summary provided by the Department of Justice (DOJ).

- The employee must provide sets of fingerprints to the DOJ that the DOJ will use to obtain criminal record summary information from itself and the Federal Bureau of Investigation (FBI).
- The DOJ shall review the criminal record summary it obtains from its internal search and from the FBI to ascertain whether an applicant for employment has a conviction, or an arrest pending final adjudication, for any sex offense, controlled substance offense, crime of violence, or serious or violent felony. If the criminal record summary for an employee reflects a conviction or arrest for any of these, that employee shall not perform any services for the District.
- Lessee shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

Megan's Law (Sex Offenders).

I have verified and will continue to verify that Lessee employees that will be on District property and the employees of Lessee's subcontractors that will be on District property are not listed on the State of California's "Megan's Law" website (<http://www.meganslaw.ca.gov/>).

DATE: December 22, 2025

PROPER NAME OF LESSEE: Think True LLC

SIGNATURE: *Alvin Stafford*

PRINT NAME: Alvin Stafford

TITLE: CEO

[END OF DOCUMENT]