HARBOR FREIGHT
TOOLS FOR SCHOOLS®

11/3, 2026

Central Nine Career Center
1999 US Highway 31 South
Greenwood, IN 46143
Attn: William Kovach, Executive Director

Dear Mr. Kovach:

On behalf of Harbor Freight Tools for Schools, LLC ("Grantor"), a subsidiary of The Smidt Foundation, Central Nine Career Center, EIN: 35-1178803 ("Grantee"), will be receiving a grant in the aggregate amount of $10,000.00 (the "Grant"), upon and subject to the following terms and conditions:

1. The Grant shall be allocated in its entirety towards funding the Community Impact Project described in the attached Exhibit A (the "Project"). The Project will take place during the 2026-2027 school year. The entirety of the Grant shall be payable within fifteen (15) business days following the full execution of this letter agreement.

2. It is a condition of receiving the Grant that Grantee represent and warrant to Grantor, and by signing and returning this letter agreement, Grantee does hereby represent and warrant to Grantor, that:

(a) Grantee has received all applicable approvals required to accept the Grant and cause the Project to be funded and completed; and
(b) Grantee is an organization described in Section 4945(d)(4)(A) of the Internal Revenue Code of 1986, as amended (the "Code") (dealing with public charities and governmental units) and agrees that (i) it will use the Grant only for purposes specified in Section 170(c)(2)(B) of the Code and (ii) it will not use the Grant for any purpose described in Section 4945(e)(1)-(2) of the Code (relating to certain lobbying and political activity).

3. On or before July 30, 2027, Grantee will provide to Grantor a written report on the Project which will include responses to the questions set forth in the attached Exhibit B. Grantee shall also coordinate with Grantor to schedule and engage in a meaningful check-in conversation with Grantor's designated staff at or around the halfway point of the Project. Grantee grants to Grantor an irrevocable, nonexclusive license to publish the materials contemplated under this section and/or any other publications, studies or research funded by the Grant at the sole and absolute discretion of Grantor.

4. Grantor reserves the right to require a total or partial refund of the Grant (in addition to any and all other rights and remedies at law and in equity Grantor may have) if it determines, in its sole discretion, that such action is necessary because Grantee has not fully complied with the terms and conditions of this letter agreement, or the Grant fails to comply with any law applicable to the Grant, Grantee, or Grantor.

5. Grantee agrees that the existence of the Grant, the terms of this letter agreement, or any information concerning Grantor or any of Grantor's directors, officers, members, affiliates, or any family members of any of the foregoing, or their status as donors, may be published or publicized

only upon obtaining Grantor's prior written consent (which consent may be granted or withheld in Grantor's sole and absolute discretion); provided, however, that Grantee may publish "Harbor Freight Tools for Schools, LLC" on any applicable list of donors published by Grantee in the ordinary course and may disclose such information as required by applicable law.

6. Grantee acknowledges and agrees that certain details concerning the Grant and Grantee, including, without limitation, the name, address, and organizational status of Grantee, and the amount and purpose of the Grant, shall be disclosed in The Smidt Foundation's 990-PF return filings, which are publicly available.

7. If Grantee or its directors, officers, employees, or affiliates provide Grantor with photographs, videos, audio recordings, testimonials, quotations, participant names or similar materials relating to Grantee, its programs or the Project (collectively, "Materials"), Grantee grants to Grantor and its affiliates an irrevocable, nonexclusive, license to use, reproduce, and publish such Materials for any lawful purpose, including for promotional or informational purposes, including on Grantor's and/or its affiliates' websites, newsletters and other communications. Grantee represents and warrants that all necessary rights, permissions and releases for such uses, including appropriate consents from any individuals depicted or quoted (and/or from a parent or guardian where required), shall have been obtained prior to submitting any Materials to Grantor, and that such uses of the Materials by Grantor and/or its affiliates will not infringe or violate the rights of any third party.

8. Grantee hereby releases, indemnifies and holds harmless Grantor, its direct and indirect members, shareholders, partners and affiliates, and their respective affiliates, directors, officers, agents, employees, fiduciaries, trustees, settlors, beneficiaries and direct, indirect and beneficial owners of, from, and against any and all demands, liabilities, costs, expenses, or penalties, of whatsoever kind or nature, whether third party, first party, direct, or indirect, including, without limitation, reasonable attorneys' fees, charges and disbursements and cost of suit of whatsoever kind or nature, arising out of, resulting from, relating to, incident to, or otherwise in connection with the Project, any breach of the terms of this letter agreement and/or Grantee's use, application, or expenditure of the Grant.

9. With regard to the selection of any teachers, students, subgrantees, contractors, consultants or service providers necessary to carry out the purposes of the Grant (if any), Grantee retains full discretion and control over the selection process, acting completely independently of Grantor and, notwithstanding anything to the contrary included in the description of the Project attached hereto as Exhibit A, the Grant is not earmarked for use by any specific teacher, student, subgrantee, contractor, consultant, service provider or other third party.

10. By making the Grant, Grantor assumes no obligation to provide other or additional support to Grantee, and neither this letter agreement nor the Grant shall be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and Grantee shall not make any such representation to anyone.

By its acceptance of the Grant, Grantee agrees to the above terms and conditions. Please cause Grantee to further acknowledge Grantee's acceptance of the above terms and conditions by causing an authorized signatory to sign below on behalf of Grantee and then return a copy to me at dcorwin@hftforschools.org.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Sincerely,

Danny Corwin
Executive Director
Harbor Freight Tools for Schools, LLC

ACKNOWLEDGED AND AGREED TO BY:

CENTRAL NINE CAREER CENTER

By: W Kovach
Name: William E. Kovach
Title: Executive Director

Exhibit A

Project Description

The "Driven by Students: Learning, Serving, and Giving Back" project is a community impact project that will provide Grantee's automotive students with the opportunity to gain real world experience in performing vehicle maintenance and interacting with customers, and to impact their community by hosting car maintenance clinics for assisted living communities or others in need.

Students will host these clinics throughout the school year with a goal of servicing at least 60 vehicles. They will perform car maintenance services such as oil changes, tire rotations, air filters, and cabin air filters without charge and may assist with more extensive services as well. At least 30 students will volunteer their time towards the project. Social media posts of the clinics will be used to increase the community's awareness about Grantee's automotive program.

Exhibit B

Questions to be answered in Grantee's written report

1. Provide a summary of progress toward the expected outcomes of the Project. What was the Project's most notable achievement?

2. Share thoughts on how the Project might grow or be replicated to elevate teaching and learning in the skilled trades in your community and/or around the country.

3. If there were any major changes from the original budget, please provide an explanation for the adjustments made.