

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2015, by and between: (i) **BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY**, operating as the Jefferson County Public Schools, whose address is Van Hoose Education Center, 3332 Newburg Road, Louisville, Kentucky 40218 ("School Board"), and (ii) **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER LOUISVILLE**, a Kentucky non-profit corporation, whose address is 545 South Second Street, Louisville, KY 40202 ("YMCA").

RECITALS:

A. School Board plans to construct and operate an elementary school (the "School") located at the Norton Commons development in Jefferson County, Kentucky on the property depicted as Revised Tract 14 on the Minor Subdivision Plat attached to and recorded with an instrument of record in Deed Book ___, Page ___, in the Jefferson County Clerk's office (the "Plat").

B. YMCA constructed and operates a family recreational and fitness facility (the "Y") adjacent to the School Property on property depicted as Revised Tract 15 on the Plat.

C. The School will include a Gym (as defined below), and, in order to promote physical activity and the integration of the School into the surrounding community, YMCA and School Board want to share usage of the Gym and other amenities on the School Property and the YMCA Property, including the Shared Parking Area, for the benefit of the students at the School, their families and the surrounding community.

D. YMCA and School Board now desire to enter into this Agreement, to provide for the joint usage rights and maintenance responsibilities for the Gym and other amenities on the School Property and the YMCA Property, as described herein.

WITNESSETH:

That, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, School Board and YMCA hereby agree as follows:

1. DEFINITIONS.

1.1 "Athletic Fields" shall mean the ball fields and soccer practice areas located on the School Property as shown on **Exhibit A** attached to and incorporated herein.

1.2 "Gym" shall mean the gymnasium, located as shown on **Exhibit A**, constructed by School Board and YMCA on the School Property which connects the School Building and the Y and includes the bleachers, stage area and entrance lobby into the gymnasium but does not include the School's storage area or the office used by the School's physical education teacher. **"JCSDFC"** shall mean the Jefferson County School District Finance Corporation, a non-profit corporation organized by School Board for the purposes described in KRS 162.385.

1.3 “Playground(s)” shall mean any hard surface recreation area or any other area containing playground equipment and designated as a “playground” on the School Property by the Principal.

1.4 “Principal” shall mean the principal of the School.

1.5 “Shared Parking Area” shall mean the large paved parking lot on the YMCA Property as indicated on **Exhibit A**.

1.6 “Shared Premises” shall mean the Athletic Fields, the Gym and the Playground(s).

1.7 “School Building” shall mean the elementary school building only and shall not include the Gym or any other structures and improvements on the School Property.

1.8 “School Hours” shall mean 7 a.m. until 4 p.m. Monday through Friday.

1.9 “School Parking Lot” shall mean the two (2) smaller paved parking lots located adjacent to the School Building on the School Property as indicated on **Exhibit A**.

1.10 “School Programs” shall mean any special programs or events organized and/or sponsored by the School Board to be held on any part of the Shared Premises or the rest of the YMCA Property.

1.11 “School Property” shall mean and include all structures, improvements and land on the real property owned by the School Board or by the JCSDFC.

1.12 “School Term” shall mean January 1st through June 30th for the spring semester of the School and July 1st through December 31st for the fall semester of the School

1.13 “YMCA Branch Executive” shall mean the Executive Director of the YMCA at Norton Commons.

1.14 “YMCA Programs” shall mean any special programs or events organized and/or sponsored by YMCA to be held on any part of the Shared Premises or the rest of the School Property.

1.15 “YMCA Property” shall mean and include all structures, improvements and land on the real property owned by the YMCA.

2. PURPOSE. School Board and YMCA are entering into this Agreement to promote physical activity and the integration of the School into the surrounding community. The parties acknowledge that having the Y connected to the School offers an opportunity (i) to keep children engaged in physical activity and other healthy and educational alternatives both before and after school and (ii) to promote a sense of community in the surrounding area. School Board and YMCA are committed to working together to share use of the Gym, the rest of the Shared Premises and potentially other areas within the YMCA Property and the School Building to achieve these benefits; provided, however, that School Board is entering into this Agreement on the condition

that the School will still be able to operate as a typical elementary school and be able to use its facilities without interference from YMCA or the members and visitors to the Y, including maintaining the opportunity to rent out space, excluding the Gym, to community groups.

3. LICENSE TO USE SHARED PREMISES.

3.1 License. School Board hereby grants to YMCA a license to occupy and use the Shared Premises, subject to all the terms and conditions herein contained.

3.2 Use. The Shared Premises may be occupied and used by YMCA for the YMCA Programs and incidental purposes as are reasonably related to the YMCA Programs. YMCA shall be solely and exclusively responsible for the cost of the YMCA Programs, for supervising participants in and attendees of the Programs, and for supervising and selecting staff who operate the YMCA Programs. Any use of the Shared Premises by the YMCA shall be consistent with the School's School Based Decision Making (SBDM) Council policies and School Board's policies regarding community use of school facilities.

3.3 Ownership. YMCA acknowledges and agrees that the real estate title to the School and some or all of the Shared Premises may be transferred by School Board to the JCSDFC for the purposes described in KRS 162.385, and that in such event the School and the Shared Premises will be occupied and operated by School Board in its capacity as the tenant of the JCSDFC. School Board represents that in such event School Board will have or obtain from the JCSDFC any necessary grant of authority or approvals that may be required for School Board to fulfill its obligations to YMCA under this Agreement.

4. TERM.

4.1 Initial Term. The initial term of this Agreement (hereinafter referred to as the "Initial Term") shall be a period of ten (10) years, commencing on _____, 20____, and ending on _____, 20____, unless earlier terminated as provided herein.

4.2 Renewal Terms. This Agreement may be automatically renewed for successive ten (10) year terms (each hereinafter referred to as a "Renewal Term"; the Initial Term and all Renewal Terms are hereinafter collectively referred to as the "Term"). Each Renewal Term shall automatically commence on the day after the termination of the preceding term and shall end ten years therefrom, unless either party hereto shall notify the other party in writing, at least one (1) year before the expiration of the preceding term that the party is not renewing the Agreement. In the event such notice is timely given as aforesaid by either party hereto to the other, there will be no automatic renewal of this Agreement for any Renewal Term, and the Agreement shall end and terminate on the last day of the preceding term.

5. DESIGN AND CONSTRUCTION OF THE SHARED PREMISES.

5.1 Design. School Board has retained Voelker Blackburn Niehoff Architects to design the Gym, Athletic Fields and Playground(s) in accordance with prototypical school designs previously used in Stopher and Farmer Elementary Schools. School Board agrees to incorporate features requested by YMCA which School Board, in its sole judgment, deems appropriate, and which are approved by School Board.

5.2 Shared Construction Costs. The total cost for construction of the Gym shall be shared equally by School Board and YMCA; provided, however, that School Board shall only pay up to fifty percent (50%) of the total amount it would pay for construction of a prototypical school gymnasium. YMCA shall cover 100% of all costs above the construction cost of a prototypical school gymnasium, if any. YMCA's portion of the cost of construction shall include pro-rated design fees, testing and other soft costs allocable to YMCA's portion of the work, and appropriate contingencies, but shall not include any credits for retainage withheld by School Board from the construction contractor. YMCA shall not be billed any mark-ups or charges over actual cost. Volker Blackburn Niehoff has retained Robert Pass and Associates, a professional estimator, to estimate costs for the Project and allocate costs between School Board and YMCA. At the beginning of the Construction Phase, School Board will provide YMCA with the current projected cost for YMCA entered onto the BG-1 budget form, which will be submitted to School Board and KDE for approval. Thereafter, changes in the work allocable to YMCA shall be paid by YMCA, based on the allocation of costs provided by Robert Pass and Associates. In the event of a disagreement as to the allocation of costs, the disagreement shall be submitted to Robert Pass and Associates, whose opinion shall be final. At the conclusion of the Schematic Design Phase, the estimated portion of YMCA's construction cost is \$983,250.

5.3 Payments. Payments by the YMCA shall be made as follows:

- a. Design Fees – Design Fees will be pro-rated and billed once the School Board has accepted a bid for the construction contract, and the YMCA shall pay School Board within thirty (30) days of School Board's bill therefor.
- b. Construction payments – Construction work will be billed monthly against measured construction progress. School Board will make payment to construction contractor based on certification of the Architect and Robert Pass and Associates' allocation of payments due. Within 30 days from Architect's certification of payment due, YMCA will reimburse School Board for YMCA's percentage of the work, as allocated by Robert Pass and Associates.

5.4 Reimbursement of Undepreciated Construction Costs. If either (i) this Agreement is not renewed after the Initial Term because of notice of non-renewal by School Board under Section 4.2 above, or (ii) School Board terminates this Agreement within fifteen (15) years after the commencement date of the Initial Term for any reason other than a Default by YMCA as defined in Section 12.1 below, or (iii) YMCA obtains the right to terminate this Agreement in a suit at law or equity as described in Section 12.2 below, then School Board shall reimburse YMCA for YMCA's share of the undepreciated cost of constructing the Gym (as allocated between School Board and YMCA in accordance with Section 5.2 above) as of the date the expiration of the Initial Term or the effective date of termination, as applicable. The undepreciated cost shall be determined based on 15-year straight line depreciation (adjusted monthly) and a salvage value of zero dollars (\$0.00). If either (i) this Agreement is not renewed after the Initial Term because of notice of non-renewal by YMCA under Section 4.2 above, or (ii) YMCA purports to terminate this Agreement without having obtained the right to terminate this Agreement in a suit at law or equity as described in Section 12.2 below, or (iii) School Board terminates this Agreement by reason of a Default by YMCA as defined in Section 12.1 below, then School Board shall not be required to reimburse YMCA for any part of YMCA's construction costs.

6. CONSIDERATION.

6.1 *Sharing of Expenses.* The cost for operation of the Shared Premises, including utilities, custodial service, maintenance, lawn service and capital improvements, will be calculated and attributed to the parties in direct proportion to their respective use of same, based on number of hours used; provided, however, that YMCA shall always pay at least fifty percent (50%) and School Board shall never pay greater than fifty percent (50%) of the cost to operate the Gym. YMCA shall reimburse the School Board for YMCA's share of such operational costs within thirty (30) days of receipt of an invoice from the School Board for same. Utilities for the Gym will be separately metered from the utilities for the Y and the School Building.

6.2 *Promotion of Instructional Program of the School.* YMCA will use its best efforts to support the instructional and extracurricular programs at the School by providing additional opportunities to integrate the facilities at the Y with the School curriculum where possible. For example, use of the pool at the Y for a swimming program is one way the YMCA is expected to promote the instructional and extracurricular programs at the School.

6.3 *Promotion of YMCA Objectives of Youth Development, Healthy Living, and Social Responsibility.* School Board will use its best efforts to support the YMCA objectives of youth development, healthy living, and social responsibility by providing additional opportunities to integrate the School facilities with the YMCA Programs, where possible. For example, the School providing space for tutoring or training is one way the School Board is expected to promote the objectives of the YMCA.

7. TERMS OF USE. The following terms and conditions shall apply to YMCA's and School Board's use of the Shared Premises, Shared Parking Area, and the rest of the School Property:

7.1 *Athletic Fields.* No permanent structures may be erected on the Athletic Fields by YMCA without the express permission of School Board. YMCA and School Board shall each remove all unaffixed athletic equipment, trash or other items from the Athletic Fields after each use of the same.

7.2 *Gym.* No permanent structures may be erected in the Gym by YMCA without express permission of School Board. YMCA may not use any of the following without the express permission of the Principal: (i) the athletic equipment owned by the School and located in the School's storage area or (ii) the audio/visual equipment on the stage area of the Gym. After each use of the Gym, YMCA shall remove all athletic equipment, trash or other items from the Gym that were brought there by YMCA or any of its employees, members or visitors. YMCA may not store any item in the School's storage area or in the Gym; provided, however, that YMCA may use any separate storage area constructed for the YMCA and incorporated into the design of the Gym pursuant to Section 5 hereof. YMCA may not use or store any item in the office for the School's physical education teacher that is located in the Gym. Prior to use of the Gym by YMCA, School Board shall remove all of School Board's unaffixed athletic equipment, trash, and other items from the Gym.

7.3 *Playground(s).* No permanent structures may be erected on the Playground by YMCA without the express permission of School Board. YMCA and School Board shall each

remove all unaffixed athletic equipment, trash or other items from the Playground(s) after each use of the same.

7.4 Shared Parking Area. YMCA shall pay for all costs associated with the maintenance and operation of the Shared Parking Area, including snow removal, patching, and sealing. Use of the Shared Parking Area by the parties, their employees and any visitors to the Y and the School shall be on a first-come first-served basis. No signage shall be erected designating any spots in the Shared Parking Area for Y use or School use only.

7.5 School Parking Lot. The School Parking Lot shall be for the exclusive use of the School Board for its employees and visitors, and School Board may erect signage stating the same. YMCA may request to use the School Parking Lot in connection with its use of the Athletic Fields, but permission to use the School Parking Lot will be in the sole discretion of the Principal.

7.6 Other Areas and Facilities Within the Y and the School Building. Although School Board has priority for use of the Shared Premises, in the event that a conflict arises as to use of any part of the Shared Premises, the parties may work together to find other space on the YMCA Property or the School Property that would be appropriate for the anticipated use. Additionally, the parties shall work together to use other spaces on the YMCA Property and the School Property, where appropriate and consistent with the School's SBDM Council policies and School Board's policies regarding community use of school facilities, to help promote the purpose of this Agreement as set forth in Section 2 above.

8. SCHEDULING PRIORITIES FOR USE OF SHARED PREMISES, AND USE OF OTHER AREAS ON SCHOOL PROPERTY AND YMCA PROPERTY. Scheduling of events on the Shared Premises shall be based upon the following priorities:

8.1 School Board. School Board shall have first priority of use of the Shared Premises (A) during School Hours and (B) after School Hours (i) for field days and carnivals, (ii) home games, meets or practice sessions for public school athletic teams, bands, or similar groups, (iii) other school-related functions after School Hours, and (iv) any other school or non-school events (including, but not limited to, rental of the Shared Premises or any part thereof to community or other groups for a fee), excluding the Gym, which do not conflict with events previously scheduled and approved by the Principal for the Shared Premises by YMCA, as provided in Sections 8.2 and 9(a) below.

8.2 YMCA. YMCA shall have first priority for use of the Shared Premises other than at the times and for the uses specified in Section 8.1 (A) and (B) (i) through (iv) above, according to a written schedule approved by YMCA Branch Executive and the Principal. Principal and YMCA Branch Executive will have primary accountability in determining use of the Shared Premises to meet the objectives of this Agreement and compliance with SBDM Council policies and School Board's policies regarding community use of school facilities. Schedules shall be reviewed and approved by the Principal and YMCA Branch Executive (thirty) 30 days in advance of each School Term and honored for that period of time unless Principal and YMCA Branch Executive agree otherwise in advance. Any requested modifications to the approved schedule by either party during the School Term shall be submitted to the other party (Principal or YMCA Branch Executive) at least thirty (30) days in advance of the date on which the use of the Shared

Premises is requested. The Principal's or YMCA Branch Executive's approval of the written schedule and any modifications thereto shall not be unreasonably withheld provided the requested use of the Shared Premises does not conflict with the School Board's use as set forth in Section 8.1 above.

8.3. YMCA and School Board Use of Areas other than Shared Premises. Pursuant to Section 7.6 hereof, in the event a conflict arises as to use of any part of the Shared Premises, the parties agree to work together to find other space on the YMCA Property or the School Property that would be appropriate for the anticipated use. Additionally, the parties shall work together to use other spaces on the YMCA Property and the School Property, where appropriate and consistent with the School's SBDM council policies, to help promote the purpose of this Agreement as set forth in Section 2 above.

9. OPERATING AND PROGRAM REQUIREMENTS.

Throughout the Term, YMCA and School Board agree to provide consideration to the other as follows:

(a) Not make any use of the Shared Premises in such manner or such times as would interfere in any way with the other's scheduled activities.

(b) Make any and all repairs deemed reasonably necessary by the Principal or YMCA Branch Executive resulting solely from use by any person or entity employed by the other party, or by a person who participates in or attends a Program on the Shared Premises conducted by the other party, normal wear and tear excepted.

(c) Prohibit and prevent participants, guests, and sublicensees from entering the other's premises beyond the Shared Premises without the express permission of the Principal and the YMCA Branch Executive.

(d) Use its best efforts to prevent its representatives, participants, and any of its guests or invitees from performing any disorderly conduct, violating School Board or YMCA policies and rules, committing or maintaining any nuisance on the Shared Premises, or using the Shared Premises in any way so as to interfere with the operation of the School or the YMCA or the exercise by other licensees of privileges which the School Board and YMCA may give them in the Shared Premises.

(e) In its use of the Shared Premises, at its sole expense, comply with all present and future valid and applicable laws, ordinances, and regulations of the Federal Government and its agencies, the Commonwealth of Kentucky, Jefferson County, and any municipality wherein the programs operate, School Board and agencies of any of the foregoing. YMCA and School Board shall not allow the Shared Premises to be used for any illegal, unsafe, or immoral purpose.

(f) Each party shall be solely and exclusively responsible for the cost of its programs, supervising participants in and attendees of its programs, and for selecting and supervising staff who operate its programs.

10. INDEMNIFICATION AND LIABILITY INSURANCE REQUIRED.

10.1. YMCA. YMCA shall indemnify and hold harmless School Board from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, costs and expenses (including, without limitations, attorney's and paralegals' fees incurred whether or not suit be brought, in litigation, mediation, arbitration and bankruptcy proceeding, and any appeal therefrom, and in any post-judgment proceeding) of any kind and nature arising or growing out of or in any way connected with the use, occupancy and construction on the Shared Premises or any other portion of the School Property by YMCA or its officers, agents, servants, employees, participants, guests, or invitees; or arising out of or in any way connected with the operation or conduct of any Program upon or about the Shared Premises or any other portion of the School Property, or arising out of or in any way connected with any act, intentional or otherwise, or omission of YMCA, or its officers, servants, employees, participants, guests or invitees.

In addition, YMCA shall maintain, throughout the Term hereof, in full force and effect liability insurance written by one or more good and solvent insurance companies reasonably acceptable to School Board which company or companies shall be licensed to do business in the Commonwealth of Kentucky. Such insurance shall insure both School Board and YMCA against liability for injury to or death of persons or loss of damage to property occurring on or about the Shared Premises or any other portion of the School Property. YMCA shall also require any other group, organization or entity which uses the Shared Premises or any other portion of the School Property with the approval or consent of YMCA to purchase and maintain similar insurance coverage. Any such policy shall name the School Board as an additional insured, and specify that it cannot be modified or canceled without at least thirty (30) days prior written notice to School Board.

10.2. School Board. To the extent permitted by law, School Board shall indemnify and hold harmless YMCA from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, costs and expenses (including, without limitations, attorney's and paralegals' fees incurred whether or not suit be brought, in litigation, mediation, arbitration and bankruptcy proceeding, and any appeal therefrom, and in any post-judgment proceeding) of any kind and nature arising or growing out of or in any way connected with the use, occupancy and construction on the Shared Premises or any portion of the YMCA Property by School Board or its officers, agents, servants, employees, participants, guests, or invitees; or arising out of or in any way connected with the operation or conduct of any Program upon or about the Shared Premises or any portion of the YMCA Property, or arising out of or in any way connected with any act, intentional or otherwise, or omission of School Board, or its officers, servants, employees, participants, guests or invitees.

In addition, School Board shall maintain, throughout the Term hereof, liability coverage under either School Board's current self-insurance program, or insurance written by one or more good and solvent insurance companies reasonably acceptable to YMCA, for the purpose of insuring both School Board and YMCA against liability for injury to or death of persons or loss of damage to property occurring on or about the Shared Premises or any portion of the YMCA Property. School Board shall also require any other group, organization or entity which uses the Shared Premises or any portion of the YMCA Property with the approval or consent of School Board to purchase and maintain adequate insurance coverage. Any insurance policy purchased by School Board to provide coverage for purposes of this paragraph shall name YMCA as an

additional insured, and specify that it cannot be modified or canceled without at least thirty (30) days prior written notice to YMCA.

11. TERMINATION. Prior to or at the conclusion of YMCA's occupancy under the terms of this Agreement, YMCA shall remove from the Shared Premises all of the personal property and fixtures placed on the Shared Premises by YMCA, and return the Shared Premises to the condition in which they existed prior to removal at the sole cost and expense of YMCA.

12. DEFAULT.

12.1 YMCA Default. In the event that a "Default" (as hereinafter defined) shall occur, then School Board shall have the right immediately to terminate this Agreement. Additionally, School Board may enforce the provisions of this Agreement and may enforce and protect the rights of School Board hereunder by a suit or suits at law, including, but not limited to, the recovery of any damages incurred by School Board in connection with such default or by a suit or suits in equity, including without limitation, a suit for the specific performance of any covenant or agreement contained herein. "Default" is defined as the failure by YMCA to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by YMCA, after the expiration of thirty (30) days after receipt by YMCA of written notice thereof from School Board, except that YMCA's failure to make payment as required herein shall not be subject to any notice requirements.

12.2 School Board Default. School Board shall be in default if School Board fails to perform any of the terms or provisions of this Agreement and School Board fails to cure such default within thirty (30) days after receipt of written notice from YMCA stating the nature and extent of the default, or, if such default cannot reasonably be cured within such thirty (30) day period, then School Board fails to perform the same within such additional time as may be reasonably necessary to cure such default or during such additional time School Board fails to diligently and continuously pursue such cure. Upon any default of School Board, YMCA may enforce the provisions of this Agreement and may enforce and protect the rights of YMCA hereunder by a suit or suits at law, including, but not limited to, the recovery of any damages incurred by YMCA in connection with such default or by a suit or suits in equity, including without limitation, a suit for the specific performance of any covenant or agreement contained herein. YMCA may also seek in any such proceeding, a termination of this Agreement.

13. MISCELLANEOUS.

13.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13.2 Survival of Covenants. The terms, conditions, representations, warranties and covenants contained in Sections 6.1 and 10 hereof shall survive the termination of this Agreement.

13.3 Construction, Authority. This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky. This Agreement was drafted by counsel for the YMCA as a matter of convenience only and shall not be construed for or against either party on that account. Each party represents to the other that it has the authority to execute this Agreement without the joinder of any other person or entity.

13.4 Notices. All notices, requests, consents, demands and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of personal delivery or (b) on the date of deposit in the United States Mail, postage prepaid, by registered mail, return receipt requested, or (c) on the date of transmission by telephonic facsimile transmission, or (d) on the date of delivery to an nationally recognized overnight courier service, in each case, addressed to the address indicated in the caption of this Agreement or to such other address as the party to whom such notice is given may have heretofore designated by notice to the other party.

13.5 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters to which it pertains, and it may be amended only by written agreement signed by School Board and YMCA.

13.6 No Assignment. This Agreement and the rights hereunder may not be assigned by either party.

13.7 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

13.8 Headings. The headings of paragraphs used herein are for convenience only and do not constitute matters to be construed in interpreting this Agreement.

13.9 Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

**BOARD OF EDUCATION OF JEFFERSON
COUNTY, KENTUCKY**, operating as the
Jefferson County Public Schools

By: _____

Name: _____

Title: _____

Date: _____

(“School Board”)

**THE YOUNG MEN’S CHRISTIAN ASSOCIATION
OF GREATER LOUISVILLE**, a Kentucky non-
profit corporation

By: _____

Name: _____

Title: _____

Date: _____

(“YMCA”)

EXHIBIT A



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