

REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT (this “Agreement”) is made and entered into by and between **TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC.**, a Kentucky corporation (“TEMA”), and the **BOONE COUNTY (KENTUCKY) BOARD OF EDUCATION**, a Kentucky public school district established pursuant to the provisions of Chapter 160 of the Kentucky Revised Statutes, (“BCBE”), as of _____, 2017 (the “Effective Date”).

WITNESSETH:

WHEREAS, TEMA is the owner of the Property (as hereinafter defined);

WHEREAS, TEMA has agreed to donate the Property to BCBE to enable BCBE to establish a new High School Institute dedicated to the study of science, technology, engineering, arts, and mathematics (the “STEAM Academy”), that will be operated by BCBE, but be open to students from across the Southwestern Ohio, Southeastern Indiana and Northern Kentucky region (the “Region”);

WHEREAS, the STEAM Academy will represent a lasting legacy of the support that TEMA has provided to the Region, and will support the future workforce needs of businesses throughout the Region;

WHEREAS, BCBE has received tentative approval from the Kentucky Department of Education to accept the donation of the Property pursuant to that certain letter from the Kentucky Department of Education dated August 31, 2017 (the “Tentative Approval Letter”), and will obtain approval to establish the STEAM Academy as a fully accredited public high school pursuant to the applicable statutes and regulations governing public education in Kentucky;

WHEREAS, the Kentucky Education and Workforce Cabinet has awarded BCBE a grant to allow BCBE to adapt the Property for use as the STEAM Academy; and

WHEREAS, subject to the terms and conditions hereof, TEMA will convey the Property to BCBE, and BCBE will accept the Property from TEMA.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the parties hereto agree as follows:

1. Conveyance of Property. Subject to the conditions set forth in herein, TEMA agrees to donate and convey the Property to BCBE, subject to the “Permitted Exceptions” set forth on Exhibit B attached hereto. The property to be conveyed will include the following (collectively, the “Property”):

- i. The land described on Exhibit A attached hereto (the “Land”);
- ii. all of TEMA’s right, title, and interest in and to all buildings and improvements located on the Land and any and all fixtures attached thereto as of the date of Closing (as hereinafter defined) (collectively, the “Improvements”);

iii. all of TEMA's right, title in interest in and to the rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Land; and

iv. TEMA's right, title and interest in and to the personal property located on the Land as of the date of Closing, which shall include, without limitation, those items set forth on Exhibit C attached hereto (collectively, the "Personal Property").

2. TEMA's Satisfaction with the Progress of the STEAM Academy a Condition Precedent. TEMA's obligation to convey the Property shall be subject to TEMA's reasonable satisfaction with BCBE's plan to develop a fully accredited STEAM Academy for the benefit of students from the Region, including but not limited to TEMA's satisfaction with BCBE's receipt of all requisite approvals from the Kentucky Department of Education and any other necessary governmental entities to operate the STEAM Academy as a public High School Institute and to accept students from the entire Region. Prior to October 31, 2017 (the "Tentative Approval Letter Deadline"), BCBE shall submit the following items to the Kentucky Department of Education: (1) the attorney title letter referenced in the Tentative Approval Letter; (2) a commitment for title insurance as required by the Tentative Approval Letter; (3) the Plat prepared by a registered surveyor as required by the Tentative Approval Letter; (4) a letter from an applicable local government confirming road adequacy as required by the Tentative Approval Letter; and (5) a letter from an architect or engineer regarding any potential environmental or safety hazards in the vicinity of the Land as required by the Tentative Approval Letter, and shall submit the same to the Kentucky Department of Education for final approval.

3. Nature of Conveyance.

(a) BCBE acknowledges that BCBE has made or will make thorough inspections and investigations of the Property. BCBE has undertaken or will undertake all such investigations of the Property as BCBE deems necessary or appropriate under the circumstances as to the status of the Property and the existence or non-existence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the property, and based upon same, BCBE is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers. BCBE acknowledges and agrees that TEMA is transitioning its operations from the Land and Improvements from the Effective Date through the date of Closing, and that TEMA will be removing certain fixtures and personal property from the Effective Date through the date of Closing as TEMA elects in its sole and absolute discretion. TEMA will make reasonable efforts to repair any life-safety issues in connection with the removal of fixtures and personal property from the Land and Improvements, but BCBE hereby agrees that TEMA shall have no liability for a failure to do the same, and that the conveyance of the Property shall be in its as-is condition as of the date of Closing, as hereinafter provided.

(b) **TEMA AND BCBE AGREE THAT THE PROPERTY WILL BE CONVEYED "AS IS, WHERE IS" AND "WITH ALL FAULTS" AND THAT SUCH CONVEYANCE WILL BE WITHOUT REPRESENTATION OR WARRANTY BY TEMA OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND TEMA**

HEREBY DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATIONS OR WARRANTIES AND BUYER HEREBY WAIVES AND RELEASES TEMA FROM ANY AND ALL OBLIGATION OR LIABILITY THEREFOR.

(c) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. BCBE specifically confirms and acknowledges that in entering into this Agreement, BCBE has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by TEMA or any agent, employee, or other representative of TEMA, or any broker or any other person representing (or purporting to represent) TEMA, which are not expressly set forth in this Agreement. TEMA shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers' statements, or other information pertaining to the Property furnished by TEMA, any broker, any agent, employee, or other actual (or purported) representative of TEMA, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

(d) TEMA makes no warranty with respect to the presence of any hazardous or toxic substances, contaminants, or pollutants in, on, above, beneath, or discharged from or to the Property (or any adjoining or neighboring property), or any water on or under the Property. The Closing (as hereinafter defined) hereunder shall be deemed to constitute an express waiver of BCBE's right to recover from TEMA, and BCBE forever releases, covenants not to sue, and discharges TEMA from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Property.

(e) The provisions of this Section 3 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

4. Roadway Dedication and Lot Adjustments. BCBE acknowledges and agrees that TEMA: (a) may dedicate all or a portion of the roadway located on the Land commonly known as Atlantic Avenue to Boone County, Kentucky at any time after the Effective Date (the "Roadway Dedication"); and (b) may adjust the lot line of the Property (the "Boundary Adjustment"), each as approximately shown on Exhibit E attached hereto and made part hereof. BCBE hereby agrees to cooperate with TEMA as TEMA reasonably requests in connection with the Roadway Dedication and the Boundary Adjustment.

5. Closing. Subject to the conditions precedent set forth in Section 2 above, the closing of the transaction contemplated herein (the "Closing") will be at a location agreed to by the parties on December 21, 2017, or such date that is within five (5) days after TEMA gives notice that all conditions precedents have been satisfied and it is prepared for Closing, provided that Closing must occur prior to December 29, 2017 (the "Outside Closing Date"). At Closing, TEMA shall execute and/or deliver to BCBE the following:

(a) A Special Warranty Deed to the Property, proper for recording, conveying fee simple and insurable title in the Property (the “Deed”);

(b) A Certification of Nonforeign Status pursuant to Section 1445(b)(2) of the Internal Revenue Code and an IRS Form 1099S;

(c) A quitclaim bill of sale conveying TEMA’s right, title and interest in and to the Personal Property.

(d) Such other documents or instruments as may be reasonably required by BCBE, required by other provisions of this Agreement, or reasonably necessary to effectuate Closing, including, but not limited to, a closing statement. All of the documents and instruments to be delivered by TEMA shall be in the form and substance reasonably satisfactory to counsel for BCBE.

At Closing, BCBE shall execute such documents or instruments as may be reasonably required by TEMA, required by other provisions of this Agreement, or reasonably necessary to effectuate Closing, including, but not limited to, a closing statement. All of the documents and instruments to be delivered by BCBE shall be in the form and substance reasonably satisfactory to counsel for TEMA.

6. Real Estate Taxes and Assessments; Closing Costs. Real estate taxes, conservancy taxes and special assessments shall be prorated to the Closing based on the last available tax bills, as applicable, which will be a final settlement of the taxes and assessments. TEMA shall be responsible for the cost to release any mortgages placed on the Property by TEMA, and the cost of any transfer taxes in connection with Closing (if any). BCBE shall be solely responsible for any recording costs, the costs of any owner’s title insurance policy and any endorsements thereto. Any escrow fees and all other Closing costs shall be split evenly between BCBE and TEMA.

7. Possession. Exclusive possession of the Property shall be given to BCBE at Closing, free and clear of a claim or the right of any person to assert any right, title or interest in, or right to possession, use or enjoyment of the Property or any part thereof.

8. Continuing Covenants. BCBE hereby agrees to comply with the following continuing covenants, which shall survive the Closing and the delivery of the Deed:

(a) While BCBE shall oversee the ownership, governance, operational control, funding, and facilities management of the STEAM Academy, BCBE agrees that the STEAM Academy will be operated in accordance with the vision attached in Exhibit D to ensure that the STEAM Academy is accessible to students from across the Region, and to provide opportunities for input from business as to the curriculum so as to ensure the training provided at the STEAM Academy is able to evolve to meet with advances in the sciences of learning and the future workforce needs of the Region.

(b) BCBE shall establish and/or recognize one or more advisory bodies relating to the operation of the STEAM Academy to provide opportunities for input from the business community as to the curriculum and other matters related to the STEAM Academy so as to ensure

that the training provided at the STEAM Academy is able to evolve to meet the with advances in the sciences of learning and the future workforce needs of the Region.

(c) BCBE shall continue to use all reasonable efforts to accept students throughout the Region, including the State of Ohio, and shall work to obtain funding from the State of Ohio to enable residents of Ohio to attend the STEAM Academy, and the Advisory Board shall assist BCBE with such efforts.

9. Failure to Close. If the conditions precedent to this transaction have not been satisfied prior to the Outside Closing Date, then this Agreement shall terminate, each party shall be responsible for its respective expenses incurred to such date, and neither party shall have any further obligations or liability hereunder. BCBE hereby expressly waives the remedy of specific performance in connection with this Agreement.

10. Hold Harmless. To the extent permitted by law, BCBE agrees to hold TEMA and its disclosed or undisclosed, direct and indirect shareholders, officers, directors, trustees, partners, principals, members, employees, agents, affiliates, representatives, consultants, accountants, contractors and attorneys or other advisors, and any successors or assigns of the foregoing (the "TEMA Parties"), harmless from and against any and all losses, costs, damages, liens, claims, liabilities or expenses (including, but not limited to, reasonable attorneys' fees, court costs and disbursements) incurred by any TEMA Parties arising from or by reason of BCBE or BCBE's agents, employees, consultants, inspectors, appraisers, engineers and contractors (the "BCBE Representatives"), access to, use of, or inspection of, the Property, or any tests, inspections, due diligence or any other activity conducted by or on behalf of BCBE, both prior to and after Closing. BCBE shall additionally hold TEMA and the TEMA Parties harmless to the extent permitted by law from any and all losses, costs, damages, liens, claims, liabilities or expenses (including, but not limited to, reasonable attorneys' fees, court costs and disbursements) after Closing in connection with this Agreement or BCBE's or any other party's use of the Property after Closing. The provisions of this Section 10 shall survive the Closing or any termination of this Agreement.

11. Notices. All notices and communications regarding this Agreement shall be made in writing and delivered personally, sent by overnight courier service, or deposited in the U.S. mail, registered or certified mail, postage prepaid, addressed as follows:

BCBE: Boone County Board of Education
8330 U.S 42
Florence, Kentucky 41042
Attention: Randy Poe
Email: randy.poe@boone.kyschools.us

With a copy to:

Gerald F. Dusing
Adams, Stepner, Woltermann & Dusing
40 West Pike Street
Covington, Kentucky 41012
Email: gdusing@aswdlaw.com

TEMA: Toyota Motor Engineering & Manufacturing North America, Inc.
c/o Toyota Motor North America, Inc.
6565 Headquarters Drive, E3-3B,
Plano, Texas 75024
Attention: Clint McMorris
Email: clint.mcmorris@Toyota.com

With a copy to:

Scott A. Young
Managing Counsel
Toyota Motor North America, Inc.
6565 Headquarters Drive, W1-5B
Plano, Texas 75024
Email: scott.a.young@Toyota.com

With a further copy to:

Keating Muething & Klekamp PLL
One East Fourth Street, Suite 1400
Cincinnati, Ohio 45202
Attn: James E. Parsons, Esq.
Telephone: (513) 579-6400
Email: jparsons@kmlaw.com

Notices shall be deemed duly given when delivered personally, on the next business day following deposit if sent by overnight delivery, and on the second business day after deposit if mailed by registered or certified mail, postage prepaid. Rejection or other refusal to accept or the inability to deliver at the address so designated when no notice of a new address has been given shall be deemed to be receipt of the notice.

12. General Provisions. This Agreement shall be subject to the following provisions:

- (a) Time shall be of the essence for all terms of this Agreement.
- (b) Kentucky law shall be applicable to the construction and enforcement of the terms of this Agreement.

(c) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

(d) This Agreement constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this Agreement shall be made in writing and signed by both parties.

(e) In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

[Remainder of page intentionally left blank; signature page follows.]

This Agreement has been executed by the undersigned as of the Effective Date.

TEMA:

**TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH
AMERICA, INC.**, a Kentucky corporation

By: _____

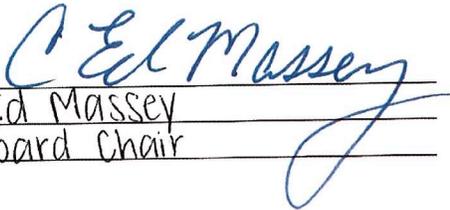
Name: _____

Title: _____

[Signature Page(s) to Real Estate Donation Agreement]

BCBE:

**BOONE COUNTY (KENTUCKY)
BOARD OF EDUCATION**

By: 
Name: Ed Massey
Title: Board Chair

[Signature Page(s) to Real Estate Donation Agreement]

EXHIBIT A
The Property

Being all of Lots 6, 7 and 8 of Circleport III Business Park, as shown on the Plat recorded in Plat Book 43B of the Boone County Clerk's records at Burlington, Kentucky, and Original Plat 1461 of the Kenton County Clerk's records at Covington, Kentucky.

Permanent Parcel Nos. 071.00-11-006.00/Group No. 4167 (Lot 6 Boone County)
071.00-11-007.00/Group No. 4167 (Lot 7 Boone County) &
Group No. 8104 (Lot 8 Boone County)

Being a portion of the property conveyed to Toyota Motor Manufacturing North America, Inc., a Kentucky corporation, by Deed recorded in Deed Book 625, Page 317, Boone County, Kentucky Clerk's Records and Deed Book 1199, Page 306, Kenton County, Kentucky Clerk's Records.

EXHIBIT B
Permitted Exceptions

1. All presently existing and future real estate taxes, assessments, utilities, water and sewer charges that are not due and payable as of the date Closing;
2. All legal highways, easements, conditions, agreements restrictive covenants of record;
3. Any state of facts that an accurate survey of the Property would disclose;
4. The Roadway Dedication; and
5. Rights of any party in and to the cemetery located on Lot 8, as depicted on Plat recorded in Plat Book 43B and set forth in Deed Book 38, Page 149, of the Boone County, Kentucky Records, including, without limitation, any obligations imposed by any statutory dedication, the obligations of the owners for care of the plots, easements for visitation and the rights to have the bodies remain interred therein.

EXHIBIT C
NON-EXCLUSIVE LIST OF PERSONAL PROPERTY

The Personal Property may include, *inter alia*, one (1) or more of the following:

Café

- Grill, oven, fryer, dishwasher, freezer
- Cashier station, counter

IT Equipment

- PBX
- PIP cart, TV, projection screen

Lab Equipment

- Air compressor
- Cooling water tower system, DI water system
- Humidifier system
- AED

Office and Shop Furniture

- Bookshelf, storage cabinet, filing cabinet, table, chair easel, white board
- Modular cubicle

Shop Equipment

- Car lift
- Chemical lab furniture and equipment
- Box crusher, paint shaker
- Milling machine, band saw, hood

EXHIBIT D

Vision for the Operation of the STEAM Academy

- Full-time program for high school students from Northern Kentucky/Cincinnati region
- Student accessibility – admission not based on GPA
- Diversity – engage disadvantaged minority youth
- Project-based learning environment
- Build partnerships with regional post-secondary institutions to offer dual-credit courses
- Mentor for every student; and work with students and parents
- Engage business community through career coaching and development, lectures and bring practical challenges to students for problem-solving projects
- Become a regional/national hub/model for STEAM teacher training
- Do not duplicate, but enhance, existing educational programs
- Network with other STEM/STEAM schools
- Create academy/culture rooted in student empowerment and the foundation of the Toyota Cultural Framework, which is:
 - challenge the status quo,
 - think innovatively,
 - make timely decisions,
 - grow our people’s capabilities, and
 - collaborate across boundaries.

The Programmatic Approach to the Operation of the STEAM Academy will emphasize and support the following:

- An equitable and open admissions process for learners with a passion for STEAM education
- A “train the trainer” STEAM facilitator training component
- Engage a business sector driven innovative space
- Provide extended after-hours and multi-generational use opportunity
- Multiple education delivery methods; e.g., virtual learning, SME, Q&A, hands

on/project based, go-and see, etc.

- Strong, engaged partners with industry, education and business mentors
- Interactive problem solving
- Curriculum projects driven by regional and national needs for industry skills
- Active, nimble, and flexible curriculum in content, delivery, and schedule
- Real world project based learning/problem solving
- Business internships, apprenticeships and co-ops
- Evaluations based on 21st century and beyond employee competencies: communication, critical thinking, creativity, collaborative problem-solving, subject matter proficiency

EXHIBIT E
Roadway Dedication and Boundary Adjustment

