

THIS DONATION AGREEMENT (the "Agreement") is entered into and effective as of this 21 day of December, 2017 (the "Effective Date") by and between TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC., a Kentucky corporation with its principal place of business located at 25 Atlantic Avenue, Erlanger, Kentucky 41018 ("TEMA"), and Boone County Schools [name of entity] a [state] [non-profit organization, corporation or organization] with offices located at 8330 US Highway 42 Florence Ky 41042 [principal address] ("Donee").

C. WHEREAS, TEMA desires to make a charitable donation to Donee to support Donee's OPERATIONS [operations, goals, purpose, etc.] and the parties now desire to enter into this Agreement to set forth the terms and conditions pursuant to which the donation will be made.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. DONATION. TEMA and hereby agrees to donate to Donee and Donee agrees to accept as a charitable donation from TEMA the assets more particularly identified on Attachment A (collectively the "Assets"). Donee acknowledges that it has full responsibility for transporting the Assets from TEMA's location to Donee's location. The Assets may contain motor vehicles in either a saleable or non-saleable condition (collectively, "Vehicles"). Donee acknowledges that if the Vehicles contain prototype, pre-production or production trial vehicles ("Non-saleable Vehicles"), these Non-saleable Vehicles will be donated in a disabled condition with the drivetrain and/or engine rendered inoperable. Any Non-saleable Vehicle may not be repaired to be operational or drivable on public roads. Component parts of any Vehicle may not be placed into any other vehicle.

2. NO WARRANTIES/RELEASE. DONEE ACCEPTS THE ASSETS AS IS AND WHERE IS, WITH NO WARRANTIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. DONEE HEREBY RELEASES AND DISCHARGES TEMA FROM ANY AND ALL LIABILITY, AND FROM ANY AND ALL DAMAGES AND CLAIMS ARISING FROM ANY ALLEGED DEFECTS, OF ANY NATURE, WHETHER KNOWN OR UNKNOWN, RELATING TO THE ASSETS.

3. INDEMNIFICATION. Donee agrees to defend, indemnify, and hold harmless TEMA and its officers from any and all claims, causes of action, liability, costs and expenses (including reasonable attorney's fees) arising from or related to Donee's use, misuse, or management of the Assets.

4. DISPOSAL OF ASSETS. Donee agrees that if TEMA designates the Assets as "Non-Disposable" Donee shall not dispose of the Assets without TEMA's written consent. Donee further agrees that if

requested by TEMA it shall provide TEMA with documentation supporting the disposal of the Assets. TEMA reserves the right to observe and inspect the disposal of the Assets and may delegate such observation and inspection rights to a contractor or subcontractor. Donee further agrees that the Assets will be disposed of in accordance with the Export Control laws.

For Vehicles, Donee agrees that it will not dispose of the Vehicles nor any component part of the Vehicles except after giving TEMA thirty (30) days prior written notice sent to the attention of Jana Martin Kemp —External Affairs or some other designated TEMA contact. The Vehicles may only be disposed of for no consideration to either a licensed scrap dealer or a TEMA approved automotive repair training institution. Donee must provide TEMA documentation within ten (10) days of transfer or disposal of vehicles

5. TRANSFER OF ASSETS. Donee agrees to obtain TEMA's prior written consent prior to the sale, transfer or export of the Assets.

6. TAXES. Donee agrees it shall be responsible for any tax incurred in relation to its receipt of the Donation. Donee hereby agrees to provide any written documentation that may be required in order for TEMA to take advantage of any charitable deduction (under any federal or state law) that may be available to TEMA due to the donation of the Assets.

7. ADVERTISING. Without TEMA's prior written consent, Donee shall not advertise, publish or otherwise make known that TEMA has made the donation of the Assets to Donee nor shall Donee use or permit use of the words "Toyota Motor Engineering & Manufacturing North America, Inc.", "Toyota", "TEMA", or any similar word or trademark of TEMA, its affiliates or its related companies in the description or marketing of services or goods by Donee, its affiliates or their respective directors, officers, shareholders, employees or agents.

8. COMPLIANCE WITH APPLICABLE LAW AND POLICIES. Donee agrees to comply with all applicable federal, state and local laws, statutes, executive orders, rules, regulations and ordinances in its use and disposal of the Assets provided for under this Agreement and the conduct of its business.

9. GOVERNING LAW. This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules and with jurisdiction over any action related to this Agreement limited to courts located in Kentucky. Donee hereby waives any objection to venue.

10. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement of the parties with respect to the subject matter hereof, and there are no other written or oral understandings or agreements among the parties.

11. WAIVER. The failure of any party to insist upon strict performance of any of the terms, conditions and provisions of this Agreement shall not be deemed a waiver of future compliance therewith by the party by which the same is required to be performed hereunder and shall in no way prejudice the remaining provisions of this Agreement. All remedies reserved to TEMA shall be cumulative and in addition to any other or future remedies provided by law or equity.

12. SEVERABILITY. If any provision of this Agreement, or the application of any such provision to any person or in any circumstance is held invalid, the application of such provision to any other person or in any other circumstance, and the remainder of this Agreement, shall not be affected thereby and shall remain in full effect.

13. **ALTERNATIVE DISPUTE RESOLUTION.** Subject to either party's right to seek injunctive relief, in the event of a dispute of any kind arising out of or in any way related to this Agreement or a Statement of Work, the parties shall endeavor in good faith to settle the dispute through negotiation. If the dispute cannot be resolved through negotiation, or another mutually agreeable dispute resolution mechanism, either of the parties has the right to request non-binding mediation. If mediation fails to resolve the dispute, the parties agree to submit the matter in dispute to binding arbitration. Written notice of the intent to submit a matter to arbitration shall be given by the party requesting the same. The arbitration proceedings shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration, then in effect, or, if the parties so agree, the relevant rules of another arbitration entity or organization. In any case, regardless of any rules of the selected arbitration organization to the contrary, only one (1) arbitrator shall be used to decide the outcome of the arbitration. Such arbitration shall be held in Covington, Kentucky, or if the parties agree upon another location, that other location. The prevailing party shall be entitled to an award of reasonable attorneys' fees. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§1 et seq., and judgment upon the arbitrator's award may be entered in any court having jurisdiction over such matter. Each party agrees that any applicable limitations period, whether arising from contract, statute, or otherwise, will be tolled and suspended beginning when a party provides written notice to the other party, as provided for in this Agreement, of a dispute to be resolved under this section or when the parties begin negotiations under this section, whichever is earlier. Tolling and suspension of the limitations period will continue until: (i) the parties resolve the dispute as evidenced by a written settlement agreement or (ii) forty-five (45) calendar days after a binding arbitration decision is rendered, whichever is earlier. Notwithstanding the foregoing, in the absence of a written notice from one party to the other to submit the dispute to either non-binding mediation or binding arbitration (an "ADR Notice"), then either party may provide the other party with written notice that it desires the running of the limitations period to recommence. Such limitations period shall recommence forty-five (45) days thereafter, unless within such forty-five (45) day period the receiving party delivers an ADR Notice to the other party, in which event the limitations period shall be tolled and suspended as set forth above.

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

TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA, INC.

DONEE

By: DAVE FEISHER

By: _____

Print Name: DAVE FEISHER

Print Name: _____

Title: SR Project Mgr / Social Investment

Title: _____

EXHIBIT A

Item(s):
Model:
Color:
VIN # / Identification #:
Non-Disposable Yes ___ NO ___

Boone County

PPI Cart & display SN# LP514393770
PPI Cart & display SN# LP514383753
PPI Cart & display SN# LP514373734, Tag #T0074067, Capital Tag #NQCHW03618
PPI Cart & display SN# LP514413809, Tag#T0074065, Capital Tag #NQCHW03435
PPI Cart & display SN# LP514393763
PPI Cart & display SN# LP514393775
PPI Cart & display SN# LP514183740
PPI Cart & display SN# LP514373698, Tag#T0074066, Capital Tag #NQCHW03617
Panasonic White Print Board SN# 68246HC2241, NQEQT00027
Panasonic White Print Board SN# A000A029
Panasonic White Print Board SN# 100771
Panasonic White Print Board SN# 30777L80820
Panasonic White Print Board SN# 71077HD1698
Panasonic Electronic White \ Display board KX-B520, SN#MB100771
Electrograph 42" TV & cart SN# L42VOKA640124
Sharp Aquos 52" TV SN# 704882492
NEC TV display & cart SN# OX004828NA
Electrograph 42" TV & cart SN# L421VOKA640172
NEC TV display & cart SN# 11006585NA
Pioneer 50" TV & cart SN#FCSS104579UJ, NQCHW02458
Panasonic 50" TV and stand SN# YD4560482
Sharp 70" LCD monitor SN# 24007406
HP deskjet 4500mfp, SN# DK7BEP901H, NQCHW02730
Smart projectors & white boards x3 and 3- 42" NEC TV display - RDEC Room
Sharp 80" TV display SN# LC-80LE650U - RM L210 - 2nd floor
Steelcase projector and whiteboard - Room L211
Canon SX50 projector - ceiling mounted SN# 17550
Steelcase projector and whiteboard - Room L270
Liebert Nfinity Battery backup unit.

