

**ASSIGNMENT AND ASSUMPTION OF
SALE AND PURCHASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF SALE AND PURCHASE AGREEMENT (this "Assignment") is made and dated DECEMBER 6, 2023, by and between **BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY**, operating as Jefferson County Public Schools ("Assignor") and **JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit corporation ("Assignee").

WHEREAS, Assignor, as purchaser and **MARLENE ELIZABETH FENTON, TRUSTEE OF THE DAVID LEE FENTON & MARLENE ELIZABETH FENTON REVOCABLE TRUST AGREEMENT DATED APRIL 18, 2013** ("Seller"), as seller, have entered into that certain Sale and Purchase Agreement dated effective September 27, 2023 (the "Agreement") for the purchase and sale of the Property (as defined in the Agreement) located at 4911 Poplar Level Road, Louisville, Kentucky 40202; and

WHEREAS, Assignor desires to assign all of its rights, titles, interests, liabilities and obligations as the purchaser under the Agreement to Assignee, and Assignee desires to assume all of Assignor's rights, titles, interests, liabilities and obligations as the purchaser under the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and conveys to Assignee, all of Assignor's rights, titles, interests, liabilities and obligations under the Agreement, and Assignee hereby accepts this Assignment and assumes the rights, titles, interests, liabilities and obligations of Assignor under the Agreement.

This Assignment may be executed in counterparts each of which shall be deemed to be an original but all of which together shall constitute but one Assignment. Emailed PDF copies of the executed signature pages of this Agreement shall be effective and binding upon the parties as if such signatures were original signatures.

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IN TESTIMONY WHEREOF, the parties have executed this Assignment effective as of the date first set forth above.

ASSIGNOR:

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

By: _____

Name: Dr. Martin A. Pollio, Ed.D.

Title: Superintendent

ASSIGNEE:

**JEFFERSON COUNTY SCHOOL
DISTRICT FINANCE CORPORATION,** a
Kentucky non-profit corporation

By: _____

Name: Dr. Martin A. Pollio, Ed.D.

Title: President

Seller joins in this Assignment for the sole purpose of consenting (and Seller hereby does consent) to the assignment and assumption of the Agreement described in this Assignment.

SELLER:

**MARLENE ELIZABETH FENTON, TRUSTEE
OF THE DAVID LEE FENTON & MARLENE
ELIZABETH FENTON REVOCABLE TRUST
UNDER AGREEMENT DATED APRIL 18, 2013**

By: 
Marlene Elizabeth Fenton, Trustee