

CHARITABLE DONATION AGREEMENT

This CHARITABLE DONATION AGREEMENT ("Agreement") is entered into on this 1st day of September 2023 ("Effective Date"), by and between **Saint Elizabeth Medical Center, Inc. dba St. Elizabeth Healthcare**, a Kentucky nonprofit corporation located at 1 Medical Village Drive, Edgewood, KY 41017 ("St. Elizabeth Healthcare" or "Donor"), and **Dayton Independent Schools**, located at 200 Clay Street, Dayton, KY 41074 ("Donee"). Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties agree as follows:

RECITALS:

WHEREAS, St. Elizabeth Healthcare wishes to make a charitable gift to Dayton Independent Schools for the use, development and benefit of their Sports Medicine/Athletic Program (the "Program") as provided for herein; and

WHEREAS, Dayton Independent Schools desires to accept such charitable gift from St. Elizabeth Healthcare, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT:

1. Gift. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Donor shall provide, and Donee shall receive the charitable donation of One Hundred Fifty Thousand Dollars (\$150,000.00) to be used for the funding of Donee's Program which shall be paid out in accordance with the schedule below (hereinafter referred to as the "Gift").

2. Payment of the Gift. The Gift is an irrevocable pledge that will be paid to Donee over a period of Two (2) years. Payment in support of this pledge will begin upon the Effective Date with an initial payment of Seventy-Five Thousand Dollars (\$75,000.00) and will continue for another year thereafter on the anniversary date of the Effective Date in accordance with the following schedule:

<u>Amount of payment to be made by Donor</u>	<u>Year Due</u>
\$75,000	2023
\$75,000	2024

Donor may accelerate the payment of any or all of this pledge at any time in Donor's discretion so long as the cumulative total of all gift payments meets the foregoing schedule. Payments shall be paid by Donor to Dayton Independent Schools via check, electronic funds transfer, or other method acceptable to Donor and Donee.

3. Use of the Gift. The Gift shall be used to fund and support Dayton Independent School's Program on an annual basis during the pledge time-frame. The parties agree that the Gift is not to be used for construction or other similar or related capital improvements. Further, the Gift shall be used solely for charitable, scientific or educational purposes as described in Section

170(c)(2)(B) of the Internal Revenue Code. Donee understands that it may not use any Donor Gift funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. The Gift shall be specifically used for the Program and may not be expended for any other purposes. Donor and Donee acknowledge that Donee shall have sole and complete control over the manner in which the Gift is used by Donee for such purpose.

4. Nonprofit Status. Donee represents and warrants that it is a tax-exempt organization under Section 501(c)(3) of the United States Internal Revenue Code and Donee maintains its tax-exempt status in good standing.

5. Future Changed Circumstances. If, in the opinion of Donee, all or part of this Gift cannot at some time in the future be usefully or practically applied to the above purpose or if the purpose cannot be achieved because of a future change in law or unforeseeable circumstances, it may be used for any related purpose which in the opinion of Donee will most nearly accomplish Donor's wishes.

6. Recognition. Publicity in the form of a news announcement, both internal and external, can be made with the prior consent to such announcement by the parties.

7. Assignment. This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.

8. Governing Law and Venue. This Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to the principles of conflicts of law. Further, in the event of any claim or cause of action arising from this Agreement, the parties hereto consent to the jurisdiction of the federal and/or state courts of Kentucky.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and contains all of the agreements between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject hereof.

IN WITNESS WHEREOF, the parties hereto, have executed this Agreement as of the Effective Date first written above.

Dayton Independent Schools

Saint Elizabeth Medical Center, Inc.

By: _____

By: _____

Name: _____

Name: Lori Ritchey-Baldwin

Title: _____

Title: EVP & Chief Financial Officer