

OK AS TO FORM
A.M.H 01-05-2024

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT (this "Agreement") is made and entered into as of _____, which date is the last of Buyer and Seller to sign this Agreement (the "Effective Date") by and between **BERNIE LOGISTIC CORPORATION**, a Kentucky corporation ("Seller") and **JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit corporation ("Buyer").

WITNESSETH:

1. Sale and Purchase. Seller hereby agrees to sell and Buyer agrees to purchase, subject to the terms and conditions contained herein, approximately 1.5 acres of real property located at 4923 and/or 4925 Poplar Level Road, Louisville, Kentucky 40219, as depicted in the area with yellow boundary lines in the photograph/map attached hereto as Exhibit A, together with any improvements thereon and all appurtenances thereto (the "Property"). The Property is a portion of the real property shown in the Jefferson County PVA records as having parcel ID: 062401200000 and described therein as consisting of approximately 2.74 acres (the "Seller's Existing Property"). The Seller's Existing Property is to be subdivided pursuant to the Plat (as defined in Section 11 below) to create (i) a tract consisting of Seller's Existing Property other than the Property (the "Seller's Retained Property") and (ii) a tract consisting of the Property, which tract may be consolidated with Buyer's existing tract adjacent to the Property, having parcel ID: 085600040203, pursuant to the Plat. The Plat is to be obtained in accordance with Section 11 below. Following the sale of the Property to Buyer, Seller shall retain the Seller's Retained Property.

2. Purchase Price. The purchase price for the Property shall be Three Hundred Twenty Two Thousand Nine Hundred Ninety Three and No/100 Dollars (\$322,993.00) (the "Purchase Price"). Fifteen Thousand and No/100 Dollars (\$15,000.00) (the "Deposit") shall be paid by Buyer within three (3) business days after the Effective Date to the law offices of Kevin K. Distler, Esq. having an address of 10527 Timberwood Circle, Suite D, Louisville, Kentucky 40223 ("Deposit Escrow Agent"), to be held in a non-interest bearing, federally insured, attorney IOLTA escrow account, and to be applied to the Purchase Price at Closing or otherwise, subject to Section 15.B., refunded to Buyer pursuant to the terms and conditions of this Agreement. The balance of the Purchase Price shall be paid to Seller on the date of Closing in immediately available funds pursuant to wire transfer instructions furnished by Seller or by certified or cashier's check, subject to the prorations and adjustments provided herein.

3. Due Diligence Materials. To the extent not already provided by Seller, within five (5) business days after the Effective Date, Seller shall deliver to Buyer any and all due diligence materials that are in Seller's possession or control pertaining to the Property (and to any portion of the Property) (the "Seller's Due Diligence Materials") including without limitation surveys, title exams, title policies, permits and environmental and geotechnical reports.

4. Due Diligence Inspections. On or before the expiration of one hundred twenty (120) days after the Effective Date (subject to the last sentence of this Section 4, the "Due

Diligence Period”), Buyer may examine the Seller’s Due Diligence Materials, may examine title and obtain a commitment for an owner’s title insurance policy, and may perform any other examination or inspection of the Property that Buyer desires, including without limitation, obtaining surveys, obtaining an appraisal, examining matters of zoning, access and utility service, wetlands, and inspecting the physical and environmental condition of the Property, in order to determine the feasibility of the Property for Buyer’s intended use as determined by Buyer in Buyer’s sole discretion. With respect to due diligence activities by or on behalf of Buyer, Buyer and all agents acting on behalf of Buyer who access the Property shall maintain reasonable insurance; proof of which, upon request of Seller, shall be provided to Seller. Buyer agrees to reimburse Seller for any damage caused to the Property by such activities. Buyer shall have the right to end the Due Diligence Period early and proceed to Closing at any time upon Buyer’s written election to do so, subject to Seller’s consent, which shall not be unreasonably delayed or conditioned.

5. Conveyance of Title; Closing Documents. Subject to the terms and conditions set forth in this Agreement and the contemporaneous performance by the Buyer of its obligations set forth herein, at Closing, Seller shall (i) convey to Buyer, by special warranty deed (“Deed”) in the form (or substantially in the form) of Exhibit B attached to and made part of this Agreement, with the Plat attached as a part of the Deed, marketable fee simple title to the Property, free and clear of any and all liens and encumbrances, leases and rights of possession or occupancy, but subject to non-delinquent ad valorem property taxes, easements, rights-of-way, covenants, conditions, restrictions and stipulations of record; (ii) execute and deliver an owner’s affidavit in the form (or in substantially the form) of Exhibit C attached to and made part of this Agreement and a certificate of non-foreign status; (iii) deliver such other pay-off letters, releases or other instruments as may be reasonably required by the Title Company or Buyer; and (iv) execute and deliver such other documents typically delivered in Kentucky real estate transactions as Buyer may reasonably request and Seller may reasonably approve consistent with the provisions of this Agreement, such as substitute form 1099-s. Seller and Buyer shall each execute and deliver a settlement or closing statement.

6. Casualty and Condemnation. If, prior to Closing, all or any part of the Property shall be damaged by fire or other casualty or condemned by governmental or other lawful authority, Buyer shall have the option of (i) completing the purchase, in which event all casualty proceeds or claims therefor initiated by Seller or by anyone on Seller’s behalf and all condemnation proceeds or claims therefor shall be assigned to Buyer, or (ii) terminating this Agreement, in which event the Deposit shall be returned to Buyer, and neither party shall have any rights against the other under this Agreement except to the extent expressly stated in this Agreement.

7. Closing Costs.

A. Notwithstanding anything to the contrary contained herein, Closing costs shall be paid as provided herein. Seller shall pay the (i) transfer tax due upon recording the Deed, (ii) cost of preparing and recording any releases of existing mortgages and other encumbrance documents, (iii) Seller’s attorney’s fees, and (iv) all other incidental expenses usually borne by sellers of property in Kentucky. Buyer shall pay the (i) Deed recording fee, (ii) title examination fee and title insurance premium, (iii) surveyor’s fee, (iv) costs of preparing and obtaining

approval of the Plat, (v) Buyer's attorney's fees and (vi) all other incidental expenses usually borne by purchasers of property in Kentucky.

B. Because the Property and the Seller's Retained Property will not be separate tax parcels in the year of Closing such that one property tax bill will be issued for both the Property and the Seller's Retained Property, ad valorem property taxes assessed against the Seller's Existing Property for the year of Closing shall be prorated between Seller and Buyer at Closing on a calendar year; and with the tax bill to be divided between Buyer and Seller based on comparative size of the Property and the Seller's Retained Property determined on an acreage basis. The portion of ad valorem property taxes which is Buyer's responsibility shall be credited to Seller on the settlement or closing statement at Closing. Seller shall be responsible for paying (and shall pay) the entire property tax bill for the year of Closing, which obligation shall survive the Closing. Buyer shall have no responsibility for such property tax bill. If the tax rate or assessment for taxes assessed against the Seller's Existing Property for the year of Closing which are due and payable in the year of Closing has not been determined as of the date of Closing, the rate or assessment shall be assumed to be the same as the most recent rate or assessment. The proration of taxes between Buyer and Seller at Closing shall be final. All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller (including, without limitation, any roll-back or deferred taxes) at or before Closing.

8. Seller's Representations and Warranties. Seller does affirmatively hereby represent and warrant to the Buyer that:

A. Seller has full power and authority to enter into this Agreement, to carry out Seller's obligations hereunder and to sell the Property.

B. The execution and delivery of this Agreement by Seller to Buyer and the carrying out of the provisions hereof by Seller have been duly authorized by all necessary action of Seller. This Agreement constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

C. Seller owns fee simple title to the Property and has complete and full authority to execute this Agreement.

D. Seller has not granted and/or entered into any contract, commitments or other agreements, including, without limitation, any right of first refusal or option to purchase, with or in favor of any third party with respect to the Property. There are no leases or other occupancy agreements or arrangements affecting Seller's interest in the Property.

E. Compliance with this Agreement and the consummation of the transactions contemplated hereby will not conflict with, nor will they result in a breach of or constitute a default under, any agreement, indenture or other undertaking to which Seller is a party or by which Seller is bound.

F. Seller is not obligated to obtain any consent or approval that is required by any governmental authority or any other third party in order to fully effect the Closing of the transaction contemplated by this Agreement, except for approval of the Plat.

G. Neither the Seller nor the Property is subject to any lawsuit, administrative action, arbitration or other proceeding pending, or to Seller's knowledge, threatened to be brought by any governmental agency or other persons against the Seller or the Property, or otherwise enjoining, restraining or restricting Seller with respect to the transfer of Seller's interest in the Property.

H. Seller has not received, with respect to or affecting the Property or any portion thereof, notice of any (i) pending or threatened condemnation, zoning or other governmental proceeding; (ii) violation of any applicable laws or ordinances; or (iii) claim by any third party, and to Seller's knowledge no such proceedings, violations or claims have been threatened or are pending.

I. Seller has not received any written notice from any governmental authority relating to any violation or alleged violation of any governmental codes, ordinances, laws, rules, regulations or private restrictions affecting the Property, including any violation of applicable zoning ordinances or any Environmental Laws (as hereinafter defined) which has not been cured. To Seller's knowledge, no violation of any Environmental Laws exist with respect to the Property. "Environmental Laws" means all laws or regulations which relate to the manufacture, processing, distribution, use or storage of Hazardous Materials (as hereinafter defined). "Hazardous Materials" shall mean:

(i) Those substances included within the definitions of "hazardous substance", "hazardous materials", "toxic substances", or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L 99-499 100 Stat. 1613), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), and the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), and in the regulations promulgated pursuant to said laws, all as amended;

(ii) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(iii) Any material waste or substance which is (A) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251 et seq. (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §1317) or (B) radioactive materials; and

(iv) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in the Hazardous Waste Management Act of 1978.

9. Buyer's Representations and Warranties. Buyer does affirmatively hereby represent and warrant to the Seller that:

A. Upon Buyer obtaining the consents and approvals described in Section 14D., Buyer shall have full power and authority to carry out its obligations hereunder; and

B. Upon Buyer obtaining the consents and approvals described in Section 14D., the execution and delivery of this Agreement by Buyer to Seller and the carrying out of the provisions hereof by Buyer shall be duly authorized by all necessary action of Buyer, and this Agreement shall constitute the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

10. Objections to Seller's Title to the Property; Title Commitment. During the Due Diligence Period, Buyer shall obtain, at Buyer's sole expense, (a) a title insurance commitment (the "Title Commitment") issued by a title insurance company selected by Buyer (the "Title Company") with respect to the Property, together with true, accurate and complete copies of all instruments and other matters of record or otherwise affecting title to the Property, and (b) if desired or required by Buyer, an ALTA/NSPS survey of the Property, prepared by a surveyor, selected by Buyer, duly registered in the Commonwealth of Kentucky (the "Survey"). Buyer shall, no later than twenty (20) days before the last day of the Due Diligence Period, notify Seller in writing of Buyer's objections, if any, to any exceptions or other information contained or disclosed in the Title Commitment and/or the Survey and/or of record affecting the Property. Seller shall have ten (10) days following receipt of such notification within which to address (without obligation) such objections. If Seller chooses not to address such objections or fails or is unable to address such objections to the satisfaction of Buyer and the Title Company, so that such exceptions and other information objected to by Buyer shall be either removed from the title policy and/or the Survey, insured over at standard rates or otherwise addressed to Buyer's satisfaction, then Buyer may: (a) terminate this Agreement by giving written notice to Seller not later than the last day of the Due Diligence Period, in which case the Deposit shall be refunded to Buyer, this Agreement shall be null and void and, except as otherwise provided herein including, without limitation, the obligations set forth in Section 4 with respect to any damages caused by Buyer's due diligence activities, neither Buyer nor Seller shall have any further liability to or recourse against the other party under this Agreement or in connection with the transactions contemplated hereunder; or (b) waive such previous objections to the status of title, whereupon (subject to satisfaction or waiver of the conditions set forth in Section 14 hereof) the transactions contemplated by this Agreement shall be consummated as scheduled and Buyer shall take title to the Property subject to the exceptions and other information previously objected to by Buyer other than (i) any mortgages, leases, memorandums of leases or other monetary liens created by, through or under Seller on the Property, all of which must be discharged and released of record at Seller's expense prior to or at the Closing and (ii) any exceptions to title to which Buyer objected as provided above and Seller addressed (as provided above) by agreeing to release or cause the release of same prior to or at the Closing, all of which must be discharged and released of record at Seller's expense prior to or at the Closing. Failure of Buyer to provide notice of termination on or before the last day of the Due Diligence Period shall be deemed an election to waive the objections. Any exceptions listed in the Title Commitment not objected to by Buyer or otherwise waived by Buyer, as provided above other than (i) any mortgages, leases, memorandums of leases or other monetary liens created by, through or under Seller on the Property, all of which must be discharged and released of record at Seller's expense prior to or at the Closing, (ii) ad valorem property taxes and assessments, if any, due and payable in any year prior to the year of Closing, which must be paid in full by Seller prior to or at the Closing, and (iii) any exceptions to title to which Buyer objected as provided above and Seller addressed (as provided above) by agreeing to release or cause the release of same prior to or at the Closing, all of which must be discharged and released of record at Seller's expense prior to or at the Closing,

shall be deemed to be permitted title exceptions. Buyer may elect, in its sole discretion, to update the Title Commitment from time to time until the Closing (each, an "Update"). To the extent one or more of the Updates shows matter(s) not disclosed in the initial Title Commitment or a prior Update, then Buyer shall have the opportunity to object to such newly disclosed matters within five (5) business days following receipt of such Update. In the event of such an objection, the newly disclosed matter shall be treated as a Buyer's objection and the procedures set forth above for a title objection shall then be applicable (including Buyer's right to terminate this Agreement and receive a refund of the Deposit).

11. Minor Subdivision Plat. Prior to the expiration of the Due Diligence Period, Seller and Buyer, shall make commercially reasonable efforts and work together in good faith to obtain a final, unappealable minor subdivision plat acceptable to Seller and Buyer, and approved by the Louisville Metro Planning Commission, effecting the subdivision of the Seller's Existing Property into separate parcels of real estate such that (i) the Property and (ii) the Seller's Retained Property constitute separate legal parcels and comply with all applicable laws, statutes, regulations, ordinances and codes (the "Plat"). The Property may be consolidated with Buyer's existing tract adjacent to the Property, having parcel ID: 085600040203, pursuant to the Plat. Seller hereby agrees to promptly sign documents and take actions that are reasonably deemed necessary or appropriate by Buyer or Buyer's surveyor in order to obtain the Plat including without limitation signing the application for the Plat; provided, however, Buyer shall pay the cost of preparing the Plat and filing fees incurred in connection with obtaining approval of the Plat.

12. Seller's Covenants. From and after the Effective Date through Closing, Seller shall:

A. Not enter into any contract with respect to the Property that will survive the Closing, without Buyer's prior written consent;

B. Promptly advise Buyer in writing of any material changes in circumstances which would render the representations and warranties made by Seller herein false or misleading; and

C. Not apply for or consent to any change or modification with respect to the zoning of the Property without Buyer's prior written consent, nor allow any liens or encumbrances to be placed on the Property which would survive Closing except as may be expressly permitted by the terms of this Agreement or otherwise agreed to in writing by Buyer.

13. Seller's Conditions Precedent. Seller's obligation to perform its obligations under this Agreement shall be subject to the following conditions precedent:

A. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all respects at and as of the Closing; and

B. Buyer shall have performed in all material respects all obligations, covenants, and other duties required to be performed by Buyer under this Agreement at or prior to the Closing.

14. Buyer's Conditions Precedent. Buyer's obligation to perform its obligations under this Agreement shall be subject to the following conditions precedent:

A. Buyer shall have not terminated this Agreement pursuant to its right to do so under Section 4, Section 6, Section 10, Section 15 and Section 17 of this Agreement;

B. The representations and warranties of Seller contained in this Agreement shall be true and correct in all respects at and as of the Closing;

C. Seller shall have performed in all material respects all obligations, covenants, and other duties required to be performed by Seller under this Agreement at or prior to the Closing; and

D. Buyer shall have obtained final approval of this Agreement and to enter into this Agreement from the required amount of the board members of Buyer and any and all final necessary consents and approvals from the chief state school officer pursuant to 702 KAR 4:050 and, from the Kentucky Department of Education, and as otherwise required under applicable laws, rules and regulations, for the purchase of the Property by Buyer.

E. Seller shall have obtained all necessary final, non-appealable governmental approvals of the Plat.

15. Default.

A. Default by Seller. If the purchase and sale of the Property is not consummated because of Seller's failure or refusal to perform Seller's obligations hereunder, or in the event any representation or warranty of Seller set forth in herein is false at the Effective Date or if any change to such representation or warranty (not caused by Buyer) is not cured by Seller within ten (10) days of such change to Buyer's satisfaction, then Buyer shall have the right, as Buyer's sole remedy, to elect to either to: (i) terminate this Agreement by giving Seller written notice of such election, in which case (A) the Deposit shall be refunded to Buyer, and thereafter neither party shall have any further rights or obligations hereunder, except for those that are set forth in this clause (i) and except those that expressly survive termination, and (B) Seller shall pay to Buyer \$15,000 as liquidated damages; or (ii) enforce specific performance of this Agreement. Subject to Section 16, the remedies set forth in clauses (i) and (ii) are Buyer's sole and exclusive remedies with respect to Seller's default, and Buyer waives any and all other remedies as may be available at law or in equity in connection with such Seller's default.

B. Default by Buyer. If the purchase and sale of the Property is not consummated because of Buyer's failure or refusal to perform its obligations hereunder, or in the event any representation or warranty of Buyer set forth herein is false at the Effective Date or if any change to such representation or warranty is the result of Buyer's fault and not cured by Buyer within ten (10) days of such change to Seller's satisfaction, then Seller shall have the right, as Seller's sole remedy, to terminate this Agreement and receive the Deposit as liquidated damages, and Seller waives any and all other remedies as may be available at law or in equity in connection with such Buyer's default.

Unless otherwise stated to the contrary elsewhere herein, no default by either party shall result in a termination or limitation of any rights of such party hereunder unless and until the other party shall have notified the defaulting party in writing of said default and the defaulting party shall have failed to cure said default within ten (10) days after the receipt of said notice. For the purpose of clarity, the foregoing sentence shall not affect or pertain to any of Buyer's termination rights under Section 4, Section 6, Section 10, Section 15 and Section 17.

16. Attorney's Fees. In the event either party hereto employs an attorney because of the other party's default, to the extent permitted by applicable law, the defaulting party shall pay the non-defaulting party's reasonable attorney's fees incurred in the enforcement of this Agreement if such non-defaulting party (or its successors in interest) is the prevailing party relating to such default in the enforcement action.

17. Termination Right. If the conditions under Section 14D. and Section 14E. are not satisfied on or before the last day of the Due Diligence Period, Buyer shall have the right to terminate this Agreement by notice to Seller on or before the last day of the Due Diligence Period, in which event Buyer shall receive a refund of the Deposit and thereafter neither party shall have any rights against the other under this Agreement except to the extent expressly stated in this Agreement; provided, however, if desired by Buyer and Seller, Buyer and Seller may enter into an amendment to this Agreement extending the Due Diligence Period.

18. Brokerage Fees. Seller hereby represents and warrants to Buyer that Seller has not dealt with any broker, consultant, finder or like agent who might be entitled to any compensation in connection with the sale of the Property to Buyer except for Gant Hill & Associates serving exclusively as Seller's broker ("Seller's Broker"). Buyer hereby represents and warrants to Seller that Buyer has not dealt with any broker, consultant, finder or like agent who might be entitled to any compensation in connection with the purchase of the Property from Seller except for Duncan Commercial Real Estate serving exclusively as Buyer's broker ("Buyer's Broker"). Seller's Broker shall be paid a commission fee by Seller pursuant to a separate agreement between Seller and Seller's Broker. Buyer's Broker shall be paid a commission fee by Seller pursuant to a separate agreement between Seller and Buyer's Broker and/or between Seller's Broker and Buyer's Broker. Seller agrees to hold Buyer harmless and indemnify Buyer from and against any and all costs, expenses (including reasonable attorneys' fees) and liability for any compensation, commissions, or charges claimed by (i) Seller's Broker, (ii) Buyer's Broker and/or (iii) any other broker hired or engaged by Seller.

19. Notices. All notices and other communications required or permitted to be given hereunder shall be deemed given if delivered in writing by email, by hand delivery (with confirmation that such email was sent), or by a nationally recognized overnight courier service, to the address hereinafter set forth for the recipient of such notices or to such other address as shall be designated by either Buyer or Seller or Deposit Escrow Agent in accordance with this Section, and shall be deemed given the date such notice was given as to email and hand delivery, and one (1) business day after having been deposited with a nationally recognized overnight courier service.

If to Seller: Bernie Logistic Corporation
4923 Poplar Level Road
Louisville, Kentucky 40219
Attn: Bernabe Perez
Email: bernabeperezperez@yahoo.es

With a copy to: Distler Law Office, PLLC
10527 Timberwood Circle, Suite D
Louisville, Kentucky 40223
Attn: Kevin K. Distler
Email: kdistler@kevindistleresq.com

If to Buyer: JCPS
CB Young Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209
Attn: Amanda Satterly, Coordinator of Fiscal
Operations
Email: amanda.satterly@jefferson.kyschools.us

with a copy to: Wyatt, Tarrant & Combs, LLP
400 W. Market St., Suite 2000
Louisville, Kentucky 40202
Attention: Ben Straus
Email: bstraus@wyattfirm.com

If to Deposit Escrow

Agent: Distler Law Office, PLLC
10527 Timberwood Circle, Suite D
Louisville, Kentucky 40223
Email: kdistler@kevindistleresq.com

20. Closing. The closing shall take place within thirty (30) days after the end of the Due Diligence Period (the "Closing") at the offices of Buyer's counsel in Louisville, Kentucky or such other place, manner (including a remote escrow closing whereby signatures would be exchanged and closing funds would be transferred without the parties physically meeting) and time mutually agreed upon by the parties.

21. Utilities. Seller shall make commercially reasonable efforts in good faith to cause all utility meters (if any) to be read as of the day of Closing and cancel service (if any) as of that date, in which event Seller shall be responsible for all charges to the date the meters (if any) are read, and Buyer shall obtain service and be responsible for all charges thereafter. To the extent meters (if any) are not read on that date, or to the extent utility charges (if any) are otherwise not ascertainable on the date of Closing, Buyer and Seller shall make such post-closing adjustments as are necessary to cause Seller to pay all charges through and including the day of Closing and to cause Buyer to pay all charges on thereafter.

22. Entirety of Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all oral and written understandings of the parties with respect thereto.

23. Severability. If any clause or provision of this Agreement is held to be invalid or unenforceable by a court of law, then the remainder of this Agreement shall be, to the maximum extent permitted by law, unaffected and in full force and effect.

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

25. Time of Essence. Time is expressly declared to be of the essence of this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or federal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or federal holiday.

26. Risk of Loss. Risk of loss with respect to the Property shall be borne by Seller until the closing and delivery of the Deed.

27. Headings. The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

28. Modifications. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by both Seller and Buyer.

29. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and permitted assigns.

30. Assignment. Seller shall not assign this Agreement without the prior written consent of Buyer, which may be given or withheld in Buyer's sole discretion. Buyer shall not assign this Agreement without the prior written consent of Seller, which may be given or withheld in Seller's sole discretion.

31. Survival of Representations and Warranties. All representations and warranties of Seller and Buyer contained in this Agreement shall survive Closing for a period of one (1) year from the date of Closing. The terms and covenants contained in this Agreement pertaining to actions to be performed after the Closing shall survive the Closing.

32. Section 1031 Exchange. Seller may seek a "like kind exchange" within the meaning of Section 1031 of the Internal Revenue Code, as amended, in connection with this transaction. Buyer agrees that Seller may effect such exchange through an assignment to one or more qualified intermediaries and to, at Seller's sole cost and expense, reasonably cooperate with Seller in consummating the sale of the Property as part of such exchange, provided that: (a) such

exchange shall not impose upon Buyer any additional liability or financial obligation, (b) the Closing shall not be delayed by reason of such exchange, nor shall the consummation or accomplishment of the exchange be a condition precedent or condition subsequent to Seller's obligations under this Agreement and (c) all of Seller's obligations, liabilities, representations and warranties under this Agreement shall remain those of Seller.

<the remainder of this page is intentionally left blank; signature page follows>

IN TESTIMONY WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:

BERNIE LOGISTIC CORPORATION,
a Kentucky corporation

By: Bernabe Perez-Perez Bernie Logistics Corp.

Name: Bernabe Perez

Title President

Date Signed: 12/18/2023, 12:00:28 PM EST

BUYER:

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

By: _____
Dr. Martin A. Pollio, President

Date Signed: _____

Escrow Agent joins in this Agreement for the sole purpose of agreeing (and hereby does agree) to serve as the escrow agent for the Deposit and to hold and disburse the Deposit in accordance with the terms and conditions of this Agreement.

DEPOSIT ESCROW AGENT:

Deposit Escrow Agent joins in this Agreement for the sole purpose of agreeing (and hereby does agree) to serve as the escrow agent for the Deposit and to disburse the Deposit in accordance with the terms and conditions of this Agreement.

Distler Law Office, PLLC,
a Kentucky professional limited liability company

Kevin K. Distler

Kevin K. Distler

Date Signed: 12/18/2023, 02:11:27 PM EST

Attachments:

Exhibit A - Photograph/map depicting the area of the Property

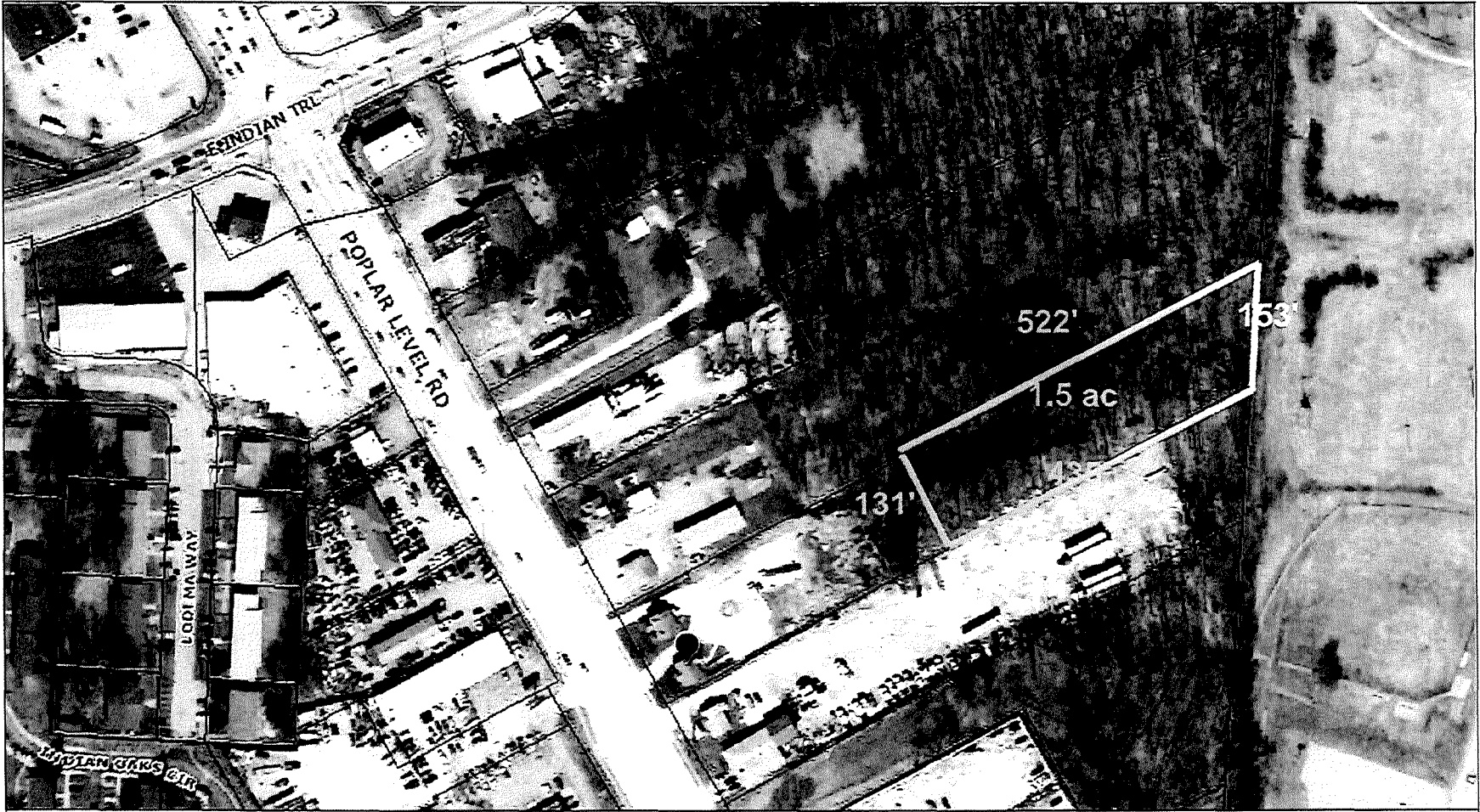
Exhibit B - Deed

Exhibit C - Owner's Affidavit

EXHIBIT A

Photograph/map depicting the area of the Property

[attached hereto]



4925 Poplar Level Ex. A



0 100 200ft

9/21/2023, 9:02:03 AM



Louisville Metro, MSD, LWC & PVA © 2023

This map is not a legal document and should only be used for general reference and identification.

EXHIBIT B

Form of Special Warranty Deed

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made and entered into as of _____, by and between **BERNIE LOGISTIC CORPORATION**, a Kentucky corporation, having a mailing address of _____, Louisville, Kentucky _____ ("Grantor") and **JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit corporation ("Grantee"), having a mailing address of 3001 Crittenden Drive, Louisville, Kentucky 40209.

WITNESSETH:

For and in consideration of Three Hundred Twenty Two Thousand Nine Hundred Ninety Three and No/100 Dollars (\$322,993.00), the receipt and sufficiency of which are hereby acknowledged, Grantor grants and conveys to Grantee, with covenant of SPECIAL WARRANTY, in fee simple, the real property located in Jefferson County, Kentucky, which is legally described on Exhibit A attached hereto and made a part hereof, together with all improvements thereon and appurtenances thereto (the "Property").

Grantor covenants that Grantor has not done or suffered to be done anything whereby the Property is or may be encumbered, and that, with respect to the foregoing covenants and warranty, Grantor will forever warrant and defend the Property unto Grantee and Grantee's successors and assigns, against the claims and demands of Grantor, and all persons claiming by, through or under Grantor but no further; **PROVIDED, HOWEVER**, there is excepted from the foregoing covenants and warranty [i] any easements, rights-of-way, restrictions, covenants and stipulations of record affecting the Property; [ii] real estate taxes assessed or otherwise payable with respect to the Property in the year 202__, which taxes have been adjusted between Grantor and Grantee, which Grantor hereby assumes and agrees to pay, and all real estate taxes due and payable thereafter (if any), which Grantee hereby assumes and agrees to pay; and [iii] applicable zoning and other land use laws, regulations and binding elements affecting the Property.

For purposes of KRS 382.135, Grantor and Grantee, by execution of this Deed, certify that the consideration reflected in this Deed is the full consideration paid for the Property.

The in-care-of address to which the property tax bill for the year in which the Property is transferred may be sent is 3001 Crittenden Drive, Louisville, Kentucky 40209.

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

IN TESTIMONY WHEREOF, witness the signatures of Grantor and Grantee (on separate signature pages attached) effective as of the date first above written.

GRANTOR:

BERNIE LOGISTIC CORPORATION,
a Kentucky corporation

[EXHIBIT ONLY – DO NOT SIGN]

By: _____

Name: Bernabe Perez

Title: _____

Date Signed: _____

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was subscribed, sworn to and acknowledged before me on _____, 202__ by Bernabe Perez as _____ of Bernie Logistic Corporation, a Kentucky corporation, on behalf of the corporation.

My Commission expires: _____.

Notary Public
Notary ID No.: _____

[AFFIX NOTARIAL SEAL]

GRANTEE:

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

[EXHIBIT ONLY – DO NOT SIGN]

By: _____
Dr. Martin A. Pollio, President

COMMONWEALTH OF KENTUCKY)
)
): SS
COUNTY OF JEFFERSON)

The foregoing instrument was subscribed, sworn to and acknowledged before me on _____, 202__ by Dr. Martin A. Pollio, as President of Jefferson County School District Finance Corporation, on behalf of the non-profit corporation.

My commission expires: _____.

Notary Public
Notary ID: _____

[AFFIX NOTARIAL SEAL]

THIS INSTRUMENT PREPARED BY:

[EXHIBIT ONLY – DO NOT SIGN]

R. Benjamin Straus
WYATT, TARRANT & COMBS, LLP
400 West Market Street
Suite 2000
Louisville, KY 40202
502.589.5235

EXHIBIT A - Legal Description

EXHIBIT A

Legal Description

[To be provided herein]

Being a portion of the same property conveyed to Grantor by Deed dated October 19, 2021, of record in Deed Book 12175, Page 906, in the Office of the Clerk of Jefferson County, Kentucky.

EXHIBIT C

Form of Owner's Affidavit

OWNER'S AFFIDAVIT

COMMONWEALTH OF KENTUCKY)
)SS:
COUNTY OF JEFFERSON)

BERNIE LOGISTIC CORPORATION, a Kentucky corporation ("Owner"), hereby certifies and states to **JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit corporation ("Buyer"), **COMMONWEALTH LAND TITLE INSURANCE COMPANY** ("Title Insurer") and **WYATT, TARRANT & COMBS, LLP** ("Agent"), that Owner is the owner of certain real property, and the improvements located thereon and appurtenances thereto, located in Jefferson County, Kentucky, being more particularly described on Exhibit A attached hereto and made a part hereof ("Real Estate"), and that with respect to the Real Estate, and to the best of Owner's knowledge and belief, Owner does hereby certify and state that:

1. All persons, firms and corporations which have furnished services, labor and/or materials within six (6) months before the date hereof, in connection with the construction and/or repair of the Real Estate and/or any improvements located thereon have been paid in full.
2. Owner has not received written notice of the intention to assert a lien on the Real Estate or any portion thereof by any person, firm or corporation which has heretofore furnished services, labor and/or materials in connection with the construction and/or repair of the Real Estate and/or any improvements located thereon.
3. No loans or liens (including Federal or State liens and judgment liens) of any kind exist which affect the Real Estate.
4. There are no mortgages of record which affect the Real Estate.
5. There are no leases in effect with respect to all or any portion of the Real Estate and/or improvements located thereon, and no party other than Owner has any rights with respect to the Real Estate, except for any rights under recorded easements or similar recorded instruments.
6. Owner has not granted any outstanding options or rights to purchase the Real Estate, except pursuant to Owner's Sale and Purchase Agreement with Buyer.
7. Owner has not granted any unrecorded licenses or unrecorded easements to any appurtenant landowners to use or occupy any portion of the Real Estate.

8. Owner has not received oral or written notice of the imposition of, or the intent to impose, any assessments against the Real Estate or any portion thereof, to secure the payment of public improvements to the Real Estate and/or adjoining public roads.
9. Owner has not received oral or written notice of any pending or threatened condemnation of the Real Estate or any portion thereof and/or any pending or threatened exercise of the power of eminent domain by any governmental authority having jurisdiction over the Real Estate or any portion thereof.
10. Owner has not allowed and knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the Real Estate.
11. Owner agrees to indemnify and does hereby indemnify and hold harmless Buyer, Title Insurer and Agent of and from any and all loss, cost, damage and expense of every kind, including reasonable attorney's fees, which Buyer, Title Insurer and/or Agent shall or may suffer or incur or become liable for, directly or indirectly as a result of any misrepresentation made hereby.

Scanned and emailed copies of the executed signature page of this Owner's Affidavit shall be effective and binding upon Seller as if such signature is an original signature.

Dated as of _____, 202__.

<the remainder of this page is intentionally left blank; signature page attached>

EXHIBIT A

Legal Description

[To be provided herein]

Being a portion of the same property conveyed to Grantor by Deed dated October 19, 2021, of record in Deed Book 12175, Page 906, in the Office of the Clerk of Jefferson County, Kentucky.

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