

DONATION AGREEMENT

THIS DONATION AGREEMENT (this “**Agreement**”) is made as of June 7, 2024 (the “**Effective Date**”) by and between **2028 WEST BROADWAY, LLC**, a Delaware limited liability company (“**Owner**”), and the **JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit corporation (“**JCPS**”).

RECITALS

WHEREAS, Owner is the owner of certain real property located at or about 18th and Broadway, Louisville, Kentucky, more particularly depicted on **Exhibit A** attached hereto, and all improvements thereon and appurtenances thereto.

WHEREAS, Owner has agreed to donate the Property to JCPS and JCPS desires to accept such donation of the Property (as hereafter defined) (the “**Donation**”) for the purposes of (i) the development of the Property with a middle-school (the “**Middle School**”) and (ii) the potential development of an administrative building at the Property (the “**Administration Building**”), all in accordance with and subject to the terms of this Agreement.

WHEREAS, if JCPS or the Board of Education of Jefferson County, Kentucky, a political subdivision of the Commonwealth of Kentucky, operating as Jefferson County Public Schools (the “**Board of Education**”) develops, or enters into an agreement with a developer for the development of, the Administration Building, JCPS or the Board of Education, as applicable, will enter into a lease or sublease (the “**Administration Building Lease**”) for a portion of the Administration Building to Owner’s affiliate, Molina Healthcare of Kentucky, Inc., a Kentucky corporation (“**Molina Kentucky**”), subject to all of the terms, conditions and approvals required for such lease as further described in this Agreement.

WHEREAS, Owner and the Board of Education have entered into that Access and Due Diligence Agreement (the “**Access Agreement**”) dated as of February 26, 2024 (the “**Access Agreement Effective Date**”) pursuant to which Owner granted the Board of Education certain rights to inspect the Property subject to the terms and conditions more particularly set forth therein.

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

1. **DONATION OF PROPERTY.** In accordance with, and subject to, the provisions of this Agreement, Owner agrees to donate, convey, assign and transfer the land located at or about 18th and Broadway, Louisville, Kentucky, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference and all improvements located on the land (collectively, the “**Real Property**”) to JCPS at Closing (as hereinafter defined), and JCPS agrees accept such donation and acquire from Owner the Real Property at Closing, together with all of Owner’s right, title and interest in and to the following (collectively, including the Real Property, the “**Property**”), subject to the Permitted Exceptions, for the purpose of constructing the Middle School and, subject to the Proposal Acceptance Condition (as hereafter defined), the Administration Building:

- (a) any personal property located on the Real Property as of the Effective Date, if any;
- (b) any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Real Property;
- (c) any strips or gores adjoining the Real Property;
- (d) all licenses, warranties, guaranties in favor of Owner, permits, certificates of occupancy, approvals, dedications, subdivision maps and entitlements issued, approved or granted by any governmental or regulatory authorities prior to the Closing in connection with the Real Property and any improvements located thereon, together with all renewals and modifications thereof (the “**Licenses and Permits**”), to the extent assignable and without the necessity of consent or assignable only with consent and such consent has been obtained.

For the purposes of this Agreement, “**Permitted Exceptions**” means (i) real estate taxes assessed or otherwise payable with respect to the Real Property in the year 2024, which taxes shall be adjusted between Owner and JCPS, and all real estate taxes due and payable thereafter (if any), which JCPS will assume at Closing and agree to pay, (ii) all applicable zoning and other land use ordinances, laws, regulations and binding variances, conditional use permits, permits, approvals, conditions and other elements affecting the Real Property, (iii) all covenants, conditions, restrictions, reservations, easements, encumbrances and declarations and other matters of record affecting the Real Property, (iv) all matters approved or deemed approved by JCPS pursuant to Section 3 below, (v) any state of facts which an accurate survey made of the Real Property as of the last date of the Investigation Period (as defined below) would show and (vi) any exceptions of record arising from the actions of JCPS or the JCPS Representatives (as hereafter defined). Notwithstanding anything in this Agreement to the contrary, JCPS shall not be obligated to object to any mortgage lien created by Owner that affects the Property (collectively, “**Mandatory Removal Liens**”) and the Mandatory Removal Liens shall not be Permitted Exceptions and Owner is obligated to obtain a release of any and all Mandatory Removal Liens at or prior to Closing.

2. **INVESTIGATION PERIOD.**

(a) Investigation Period. The period commencing on the Access Agreement Effective Date and ending on 11:59 P.M. on July 25, 2024 is referred to herein as the “**Investigation Period.**” Notwithstanding any provision contained herein, in addition to its right to terminate this Agreement as set forth in Section 3, if JCPS determines, in its sole discretion, that the Property is not satisfactory to JCPS for any reason or no reason, and JCPS provides written notice thereof to Owner on or before expiration of the Investigation Period, then JCPS shall have the option and right to terminate this Agreement. Upon such termination, neither party will have any further obligations or liability hereunder, except for those obligations expressly stated to survive such termination. JCPS shall have a one-time right to extend the Investigation Period until August 25, 2024 by providing Owner with written notice of its election to extend the Investigation Period on or before the expiration of the original Investigation Period. In addition, JCPS shall have the right to end the Investigation Period early and proceed to Closing (as hereafter defined) prior to the expiration of the Investigation Period or the Outside Closing Date (as hereafter

defined), as applicable, subject to (i) Owner's consent, which shall not be unreasonably delayed or conditioned and (ii) JCPS providing Owner twenty (20) business days' prior written notice.

(b) Diligence Materials. Prior to the Effective Date, Owner has made available to JCPS documents and information pertaining to the Property, either through an electronic data room or by providing JCPS and/or the Board of Education with hard copies of the same (collectively referred to as the "**Property Documents**"), including the Contracts (as defined below), the Licenses and Permits (in Owner's possession or control to Owner's knowledge), and the most recent survey, title policy, environment reports and geotechnical reports, in each case, to the extent in Owner's possession or control. JCPS acknowledges that, none of Owner or any Owner Representative (as defined below), nor any other party acting, or claiming to act, on behalf of Owner has made or makes any warranty or representation regarding the truth, accuracy or completeness of the Property Documents or the source(s) thereof. JCPS further acknowledges that some if not all of the Property Documents were prepared by third parties other than Owner. Owner expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in the Property Documents, or for omissions from the Property Documents, or in any other written or oral communications made available to JCPS pertaining to the transactions contemplated under this Agreement. "Owner's knowledge" shall refer only to the current, actual (as opposed to deemed, imputed or constructive) knowledge of Sal Gutierrez and, notwithstanding any fact or circumstance to the contrary, shall not be construed to refer to the knowledge of any other person or entity and such person shall have no personal liability hereunder.

(c) Reliance of JCPS Investigations. Subject to the representations and warranties made by Owner to JCPS in Section 4(a) of this Agreement, JCPS shall rely solely upon JCPS's own investigation with respect to the Property, including, without limitation, the Property's physical, environmental and economic condition, compliance or lack of compliance with any ordinance, order, law, permit or regulation or any other attribute or matter relating thereto. Owner has not undertaken any independent investigation as to the truth, accuracy or completeness of the Property Documents and are providing the Property Documents solely as an accommodation to JCPS, who shall independently verify the truth, accuracy and completeness of said information and/or items contained therein.

(d) JCPS Investigations. During the Investigation Period, Owner hereby grants to JCPS a license to enter upon the Property and make such reasonable, non-destructive investigations, studies and tests, including, without limitation, surveys and engineering studies (individually, a "**JCPS Investigation**" and collectively, the "**JCPS Investigations**"), as JCPS reasonably deems necessary or advisable; provided, however, that JCPS shall not be permitted to conduct physical or invasive testing (including, without limitation, any environmental testing other than a non-invasive Phase I study) without Owner's prior written consent, which consent may be withheld in Owner's sole and absolute discretion. JCPS shall conduct all JCPS Investigations strictly in accordance with the following procedures:

(1) Owner shall permit access to the Property by JCPS, the Board of Education and each of JCPS's and the Board of Education's respective representatives, including JCPS's and the Board of Education's engineers, contractors, environmental consultants, employees, agents, surveyors, architects, prospective developers, and prospective lenders

(collectively, “**JCPS Representatives**”), for the purpose of conducting the JCPS Investigations.

(2) All JCPS Investigations shall be conducted during the hours of 8:00 a.m. through 6:00 p.m., unless Owner otherwise approves in writing (which approval shall not be unreasonably withheld, conditioned or delayed). JCPS shall deliver to Owner a written request, email to be acceptable, to enter the Property at least one (1) full (i.e. at least 24 hours) business day prior to the intended date of entry for access. Each such request shall specify the intended date of entry and shall provide a reasonably detailed description of the proposed JCPS Investigations, including, without limitation, (1) a list of JCPS Representatives who will be performing the proposed JCPS Investigations; (2) a copy, if applicable, of the JCPS’s testing plan as described in Section 2(d)(3); (3) evidence of JCPS’s (to the extent JCPS does not self-insure in accordance with this Agreement) and JCPS Representative’s (who conduct JCPS Investigations) insurance coverages as required by this Agreement; and (4) such other information as Owner reasonably requires (provided that Owner shall notify JCPS if and when Owner requires such other information) in connection with such proposed JCPS Investigation. Neither JCPS nor any JCPS Representative shall enter the Property until Owner has given written approval (which approval shall not be unreasonably withheld, conditioned or delayed) of the request and, if applicable pursuant to Section 2(d)(3), any testing plan. If Owner does not respond to any JCPS request for approval within five (5) business days, JCPS may send a second request for Owner’s approval with the following language in the subject line: “URGENT: RESPONSE REQUIRED OR DEEMED CONSENT” along with a summary of the requested consent. If Owner does not respond within two (2) business days after the second request, Owner’s consent to the proposed JCPS Investigation (other than invasive, physical or other environmental testing or investigations) will be deemed approved; provided, however, that in no event shall Owner be deemed to have approved any invasive, physical or other environmental testing or investigations and any failure of Owner to respond to requests for such testing or investigations shall be deemed disapproval of the proposal.

(3) Before conducting any test or investigation involving physical examinations or disturbance or invasive testing of any portion of the Property, JCPS shall provide Owner with a reasonably detailed testing plan outlining the tests JCPS intends to perform. No such physical or invasive test or investigation shall be conducted without Owner’s prior written approval of the testing plan and the specific test or investigation, which approval may be granted or withheld in Owner’s sole and absolute discretion.

(4) Owner shall have the right, but not the obligation, to have Owner’s representatives, including, without limitation, and at Owner’s option, Owner’s engineers, contractors and environmental consultants (“**Owner Representatives**”), present during any JCPS Investigation.

(5) Neither JCPS nor any JCPS Representative shall cause or contribute to the damage to or destruction of any portion of the Property.

(6) Without the prior written consent of Owner, which shall not be unreasonably withheld, conditioned or delayed, neither JCPS nor any JCPS Representative

shall contact or communicate with any regulatory or governmental agency or any such agency's individual employees (other than employees of JCPS) regarding any confidential information hereunder; provided, however (and notwithstanding the foregoing), that (i) the foregoing shall not affect the rights of JCPS to contact governmental entities as contemplated under this Agreement and (ii) JCPS and any JCPS Representatives may review governmental records and make routine contact with governmental officials solely in connection with JCPS's customary due diligence activities pursuant to this Agreement such as confirmation of zoning, environmental compliance inquiries customary in Phase I environmental investigations (and such additional environmental investigations as Owner may approve in connection with Owner's approval of any additional invasive or physical testing) and review of land use and ordinance compliance.

(7) Neither JCPS nor any JCPS Representative shall cause, permit or suffer any lien or encumbrance to be asserted against the Property or Owner arising from the JCPS Investigations.

(8) JCPS shall comply with all federal, state and local laws, rules, regulations and ordinances that might in any way relate to the JCPS Investigations, and shall pay all costs and expenses associated therewith.

(9) Before and during the JCPS Investigations, JCPS shall cause the Board of Education to maintain and shall cause each JCPS Representative conducting any JCPS Investigation to maintain workers' compensation insurance in accordance with applicable law, and JCPS shall cause the Board of Education to maintain (subject to its right to self-insure below) and shall cause the applicable JCPS Representative conducting any JCPS Investigation to also maintain (1) commercial general liability insurance, on a per occurrence basis, with limits of at least Two Million Dollars (\$2,000,000.00) for bodily or personal injury or death (or, with respect to any JCPS Representative such lesser limit as may be reasonably acceptable to Owner) and (2) property damage insurance in the amount of at least One Million Dollars (\$1,000,000.00). In addition, JCPS shall cause the Board of Education to maintain contractual liability insurance, on a per occurrence basis, with respect to JCPS's obligations under Section 2(e). If JCPS does not obtain the coverage set forth above, the Board of Education agrees that the insurance obtained by the Board of Education shall provide coverage for any JCPS Investigations conducted by both JCPS and the Board of Education. JCPS shall deliver to Owner evidence of such workers' compensation insurance and a certificate evidencing the commercial general liability, property damage and contractual liability insurance before conducting any JCPS Investigation on the Property. Each such insurance policy shall be written by a reputable insurance company having a rating of at least "A-:VII" by Best's Rating Guide (or a comparable rating by a successor rating service). To the extent permitted by applicable law, such insurance policies shall name as additional insureds JCPS, Owner and Owner's officials, officers, agents, volunteers, employees, and affiliates. Such insurance shall be primary to any insurance maintained by Owner. Notwithstanding the foregoing, the Board of Education shall have the right to maintain the first Five Hundred Thousand Dollars (\$500,000.00) of each such coverage under the Board of Education's self-insurance program.

(10) JCPS shall, at its own cost and expense, immediately fill and compact any and all holes, and otherwise restore any damage to the Property, caused by the JCPS Investigations. Upon JCPS's completion of JCPS Investigations, JCPS shall be responsible for returning the Property to substantially the condition existing prior to JCPS's entry; provided, however (and notwithstanding the foregoing), JCPS shall not be responsible for (i) the mere discovery of any adverse condition or legal noncompliance on the Property (as opposed to causing or the disturbance or exacerbation of any such adverse conditions or legal noncompliance) by JCPS or any JCPS Representative during any JCPS Investigations or (ii) restoring any damage to the Property, or otherwise altering the Property, for matters not caused directly or indirectly by the JCPS Investigations, except as expressly set forth in this Section 2(d)(10).

(11) For the purposes of this Agreement, the JCPS Investigations shall include all investigations and inspections conducted by JCPS and the JCPS Representatives prior to the date of this Agreement.

(e) To the extent permitted by applicable law, JCPS shall indemnify, defend and hold Owner's officials, officers, agents, volunteers, employees, and affiliates (collectively, the "**Owner Indemnified Parties**") harmless from any and all losses, costs, liens, claims, causes of action, liability, damages, expenses and liability (including, without limitation, court costs and reasonable attorneys' fees) (collectively, "**Claims**") directly or indirectly caused by (a) any JCPS Investigation conducted by JCPS and/or any JCPS Representative, (b) the exercise of JCPS's rights to conduct JCPS Investigations, or (c) any breach by JCPS and/or any JCPS Representative of the terms of this Section 2, except in each case to the extent (and only to the extent) (i) any such Claim is caused by the negligence, fault or willful misconduct of any Owner Indemnified Party or (ii) any such Claim is attributable to any pre-existing condition at the Property, except to the extent (and only to the extent) that JCPS's and/or JCPS's Representative's actions exacerbated any such pre-existing condition. Notwithstanding the foregoing, in no event shall the JCPS's indemnity obligations hereunder extend to any Claim by any Owner Indemnified Parties arising solely by reason of the mere discovery of any adverse condition or legal noncompliance on the Property (as opposed to causing or the disturbance or exacerbation of any such adverse conditions or legal noncompliance) by JCPS or any JCPS Representative during any JCPS Investigations. This indemnity provision shall survive termination or expiration of this Agreement for a period of one (1) year.

(f) Termination of Access Agreement. Upon the full execution of this Agreement by Owner and JCPS, the Access Agreement shall be terminated and the parties shall have no further rights or obligations under the Access Agreement, except for those obligations that expressly survive the expiration or termination of the Access Agreement.

(g) Contracts. Owner has provided JCPS the contracts that, to Owner's knowledge, are currently in effect for services being provided to the Property, which contracts are more particularly identified on Schedule 2(g) (the "**Contracts**"). On or before June 25, 2024, JCPS shall provide Owner written notice as to whether JCPS desires for Owner to (i) assign any or all of the Contracts to JCPS at Closing or (ii) terminate any or all of the Contracts. If JCPS does not designate any Contracts for assignment on or before June 25, 2024, JCPS shall be deemed to have elected to have all of the Contracts terminated. To the extent JCPS has provided Owner

written notice on or before June 25, 2024 that JCPS desires for Owner to assign any or all of the Contracts to JCPS at Closing, Owner shall take such steps as are necessary to assign (and shall assign) such Contracts to JCPS at Closing. To the extent JCPS has provided Owner written notice on or before June 25, 2024 that JCPS desires for Owner to terminate any or all of the Contracts (and/or to the extent JCPS is deemed to have elected to have such Contracts terminated), subject to JCPS's payment of any applicable termination fees as set forth below, Owner shall take such steps as are necessary to terminate (and shall terminate) such Contracts at or before the Closing. To the extent that JCPS does not terminate this Agreement during the Investigation Period, JCPS elects to terminate any or all of the Contracts, and any such Contracts are only terminable at Closing by payment of a termination fee or other termination charge, JCPS shall pay such termination fee or other termination charges thereunder.

3. **TITLE AND SURVEY.**

(a) **Title and Survey Review.** No later than fifteen (15) business days following the Effective Date, JCPS shall obtain from Wyatt, Tarrant & Combs, LLP ("**Escrow Agent**") as title agent to Commonwealth Land Title Insurance Company ("**Title Company**"), a title commitment for the Real Property (the "**Title Commitment**"), and copies of the title documents described in the Title Commitment. If Escrow Agent has not delivered the Title Commitment within such fifteen (15) day period, JCPS will be deemed to have received the Title Commitment and copies of the documents in the Title Commitment as of such date. JCPS shall have until 6:00 p.m. Central Time on June 25, 2024 (the "**Title Review Period**"), to notify Owner of any objections (the "**Title Objections**") with respect to the Title Commitment and any survey obtained by JCPS based on JCPS's review thereof. If JCPS does not notify Owner of any Title Objections during the Title Review Period, excluding Mandatory Removal Liens, such failure shall be conclusively deemed to be full and complete approval of the Title Commitment, the exception documents referenced in the Title Commitment, any survey provided to or obtained by JCPS, and any matter disclosed therein. If JCPS notifies Owner of Title Objections prior to the end of the Title Review Period, Owner shall have five (5) business days after receipt thereof to notify JCPS that Owner, at Owner's sole cost and expense, (a) will cause, or (b) elects not to cause, any or all Title Objections disclosed therein to be removed, otherwise cured by Owner, and/or insured over by the Title Company. Subject to the Mandatory Removal Liens, Owner shall have no obligation to cure any Title Objections. Owner's failure to notify JCPS within such five (5) business day period as to any Title Objection shall be deemed an election by Owner not to remove or have the Title Company insure over such Title Objection. If Owner notifies JCPS of Owner's election to, or if Owner is deemed to have elected to neither remove, cure nor have the Title Company insure over any or all of the Title Objections, JCPS shall have until the expiration of the Investigation Period to (i) terminate this Agreement or (ii) waive such Title Objections and proceed to Closing regardless of such Title Objections (subject to the Mandatory Removal Liens). If JCPS does not give such notice within such period, JCPS shall be deemed to have elected to waive such Title Objections (subject to the Mandatory Removal Liens). If Owner notifies JCPS that it will cure (whether by removal, insurance or otherwise) any or all of the Title Objections, but Owner fails to cure such Title Objections prior to Closing, then JCPS shall have the right to terminate the Agreement on or prior to the Closing Date.

(b) **Additional Title Objections.** If after expiration of the Investigation Period, and prior to the Closing Date, the Title Commitment should be revised to include any lien,

encumbrance or other exception arising after the Investigation Period and such encumbrance could have a material and adverse impact on JCPS's development of the Property for the Middle School and/or Administration Building, Owner shall have the opportunity, but not an obligation, to remove or cure such lien, encumbrance or exception within five (5) business days after receiving actual notice of same, and the Closing Date shall be extended if necessary. If Owner is unable or unwilling to remove or cure such lien, encumbrance or exception within such five (5) business day period, Owner shall so notify JCPS in writing. JCPS shall elect within five (5) business days after receipt of Owner's notice to either (i) terminate this Agreement by written notice to Owner, or (ii) waive the encumbrance (which shall thereupon become a Permitted Exception) and proceed to Closing. If JCPS makes no election, JCPS shall be deemed to have elected to waive such encumbrance. Notwithstanding the foregoing, if the encumbrance was created or caused by Owner, any affiliates of Owner or any Owner Representative, and JCPS requests that Owner remove or caused to be removed such encumbrance within the five (5) business day period set forth above, Owner shall be obligated to remove or caused to be removed such encumbrance within the five (5) business days period and Closing shall be extended, if necessary.

4. **REPRESENTATIONS AND WARRANTIES.**

(a) **Representations and Warranties of Owner.** Owner represents and warrants to JCPS the following as of the Effective Date, which representations and warranties shall be remade as of the Closing:

(1) **Status.** Owner is a limited liability company duly organized and validly existing under the laws of the State of Delaware, and duly qualified to transact business in the State of Kentucky.

(2) **Authority.** The execution and delivery of this Agreement and the performance of Owner's obligations hereunder have been or will be duly authorized by all necessary action on the part of Owner prior to the date such obligations accrue, and this Agreement constitutes the legal, valid and binding obligation of Owner, subject to equitable principles and principles governing creditors' rights generally.

(3) **Non-Contravention.** The execution and delivery of this Agreement by Owner and the performance by Owner of Owner's obligations under this Agreement will not violate any judgment, order, injunction, decree, regulation or ruling of any court or governmental authority or conflict with, result in a breach of, or constitute a default under the organizational documents of Owner, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which any Owner is a party or by which such Owner is bound.

(4) **Non-Foreign Entity.** Owner is not a "foreign person" or "foreign corporation" as those terms are defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(b) Representations and Warranties of JCPS. JCPS represents and warrants to Owner the following as of the Effective Date, which representations and warranties shall be remade as of the Closing:

(1) Status. JCPS is a non-profit corporation and political subdivision of the State of Kentucky validly existing under the laws of the State of Kentucky.

(2) Authority. The execution and delivery of this Agreement and, upon JCPS obtaining the Approvals (as defined below), the performance of JCPS's obligations hereunder have been or will be duly authorized by all necessary action on the part of JCPS prior to the date such obligations accrue and this Agreement shall constitute the legal, valid and binding obligation of JCPS, subject to equitable principles and principles governing creditors' rights generally.

(3) Non-Contravention. The execution and delivery of this Agreement by JCPS and, upon JCPS obtaining the Approvals (as defined below), the consummation by JCPS of the transactions contemplated hereby will not violate any judgment, order, injunction, decree, regulation or ruling of any court or authority or conflict with, result in a breach of, or constitute a default under the organizational documents of JCPS, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which JCPS is a party or by which it is bound.

(4) Consents for Execution and Delivery. No consent, waiver, approval or authorization is required for the execution and delivery of this Agreement by JCPS.

5. CONVEYANCE AS-IS. JCPS ACKNOWLEDGES AND AGREES THAT JCPS IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES AND THAT PRIOR TO CLOSING (SUBJECT TO JCPS'S RIGHTS TO TERMINATE THIS AGREEMENT PRIOR TO CLOSING AS EXPRESSLY SET FORTH IN THIS AGREEMENT) JCPS SHALL HAVE INSPECTED THE PROPERTY TO ITS SATISFACTION PRIOR TO CLOSING AND IS QUALIFIED TO MAKE SUCH INSPECTION. JCPS ACKNOWLEDGES THAT IT IS RELYING ON JCPS'S (OR JCPS'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND, SUBJECT TO OWNER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 4(a) OF THIS AGREEMENT, NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY OWNER OR ANY OF OWNER'S REPRESENTATIVES. JCPS ACKNOWLEDGES THAT JCPS SHALL HAVE (OR JCPS'S REPRESENTATIVES SHALL HAVE), PRIOR TO THE CLOSING DATE, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY JCPS IN ORDER TO ENABLE JCPS TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, ALL IMPROVEMENTS LOCATED ON THE PROPERTY AND THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND JCPS ACKNOWLEDGES THAT JCPS IS RELYING UPON ITS OWN (OR JCPS'S REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. AS A MATERIAL PART OF THE TRANSACTION, JCPS HEREBY AGREES (SUBJECT TO JCPS'S RIGHTS TO TERMINATE THIS AGREEMENT PRIOR TO CLOSING AS EXPRESSLY SET FORTH IN

THIS AGREEMENT) TO ACCEPT THE PROPERTY AS OF THE DATE OF CLOSING IN ITS "AS-IS, WHERE IS" CONDITION, WITH ALL FAULTS, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THOSE REPRESENTATIONS AND WARRANTIES AS EXPRESSLY SET FORTH IN SECTION 4(a) OF THIS AGREEMENT.

WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY TO JCPS, EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES MADE BY OWNER IN SECTION 4(a) OF THIS AGREEMENT, THE CONVEYANCE OF THE PROPERTY IS WITHOUT ANY WARRANTY, AND OWNER AND OWNER'S OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, ATTORNEYS, CONTRACTORS, REPRESENTATIVES AND AFFILIATES (COLLECTIVELY, "**OWNER'S RELATED PARTIES**") HAVE MADE NO, AND EXPRESSLY AND SPECIFICALLY DISCLAIM, AND JCPS ACCEPTS THAT OWNER AND OWNER'S RELATED PARTIES HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW (EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES MADE BY OWNER IN SECTION 4(a) OF THIS AGREEMENT), OF OR RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, OF OR RELATING TO: (I) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF, OR TAXES PAYABLE WITH RESPECT TO, THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC PURPOSE OR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE CONSTRUCTION; (II) THE NATURE, MANNER, CONSTRUCTION, OR CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, ON THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT; (III) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE PROPERTY; (IV) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, OR THE COMPLIANCE OF THE PROPERTY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS OR LAWS PERTAINING TO HEALTH OR THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT AND THE CLEAN WATER ACT, EACH AS MAY BE AMENDED FROM TIME TO TIME, AND INCLUDING ANY AND ALL REGULATIONS, RULES OR POLICIES PROMULGATED THEREUNDER ("**ENVIRONMENTAL LAWS**"); (V) THE QUALITY OF ANY IMPROVEMENTS LOCATED IN THE PROPERTY; OR (VI) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON OR UNDER THE PROPERTY.

SUBJECT TO THOSE REPRESENTATIONS AND WARRANTIES MADE BY OWNER IN SECTION 4(a) OF THIS AGREEMENT, JCPS HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES AND COSTS, INCLUDING ANY STRICT LIABILITY WITH RESPECT TO THE CONDITION OF THE PROPERTY, INCLUDING COMPLIANCE WITH ALL ENVIRONMENTAL LAWS (AND AGREES THAT OWNER

SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE PROPERTY OR THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION THEREOF. IN CONSUMMATING THE PURCHASE OF THE PROPERTY, JCPS IS NOT RELYING ON ANY REPRESENTATIONS OR STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE BY OWNER OR OWNER'S RELATED PARTIES (EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 4(a) OF THIS AGREEMENT), AND IS RELYING SOLELY UPON JCPS'S OR ITS REPRESENTATIVES' OWN PHYSICAL INSPECTION OF THE PROPERTY. JCPS ACKNOWLEDGES THAT MOLINA SHALL NOT BE RESPONSIBLE FOR THE CORRECTION OF ANY CONDITION OF THE PROPERTY WHICH JCPS DISCOVERS OR DESIRES TO CORRECT OR IMPROVE PRIOR TO OR AFTER THE DATE HEREOF OR ANY COSTS OR EXPENSES RELATED THERETO. SUBJECT TO OWNER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 4(a) OF THIS AGREEMENT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, JCPS EXPRESSLY WAIVES ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW (INCLUDING, BUT NOT LIMITED TO COMMON LAW, WHETHER SOUNDING IN CONTRACT OR TORT, AND ANY AND ALL ENVIRONMENTAL LAWS) THAT JCPS MIGHT OTHERWISE HAVE AGAINST OWNER RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY. THE REPRESENTATIONS, WARRANTIES AND OTHER PROVISIONS SET FORTH IN THIS SECTION SHALL SURVIVE CLOSING.

As used herein, "**Hazardous Materials**" includes: (a) oil, petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other materials, contaminants or pollutants, the presence of which causes the Property to be in violation of any Governmental Requirements, (including without limitation, any Environmental Laws), or are defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "contaminants", "pollutants", or words of similar import under any applicable Governmental Requirements, including, but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; (ii) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; (iii) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; and (iv) regulations adopted and publications promulgated pursuant to the aforesaid laws; (b) asbestos in any form which is friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls; (c) underground storage tanks; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Requirements. As used herein, "**Governmental Requirements**" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the city or any other political subdivision in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over the Property.

6. **CLOSING.**

(a) Closing Date. Subject to the satisfaction of the condition set forth in this Agreement, including the delivery of all documents required to be delivered pursuant to the terms

of this Section 6 the closing date of the Transaction contemplated by this Agreement (the “**Closing Date**”) shall be a date that is within thirty (30) days after the end of the Investigation Period (the “**Outside Closing Date**”) or (ii) ten (10) business days after JCPS obtains all Approvals (as defined below). At the closing of the conveyance and donation of the Property (the “**Closing**”), Owner and JCPS shall deliver all documents set forth in this Section 6 with the Escrow Agent as necessary to comply with the parties’ respective obligations hereunder on or before the Closing Date. The parties shall deposit all funds required hereunder with the Escrow Agent on or before the Closing Date.

If JCPS and the Board of Education are unable to obtain all necessary approvals on or before the Outside Closing Date, this Agreement shall terminate and the parties shall have no further obligations under this Agreement except for those obligations that expressly survive the termination of this Agreement. JCPS will provide prompt notice to Owner upon receipt by JCPS or the Board of Education of any approvals or disapprovals related to the Donation and related transactions contemplated hereunder, including all Approvals identified above. If at any time after the Investigation Period JCPS receives notice that the transaction contemplated under this Agreement has been affirmatively disapproved, JCPS will provide notice to Owner and such notice shall serve to terminate this Agreement and the parties shall have no further obligations under this Agreement except for those obligations that expressly survive the termination of this Agreement.

(b) Owner’s Closing Deliverables. At Closing, Owner shall fund any amounts required to be paid by Owner pursuant to the terms of this Agreement, if any, and Owner shall execute and deliver to JCPS the following:

(1) A counterpart of the gift deed for the Real Property in the form attached hereto as Exhibit B (the “**Deed**”) duly executed and acknowledged by Owner;

(2) A counterpart of the bill of sale and assignment and assumption agreement, in the form attached hereto as Exhibit C (the “**Assignment Agreement**”), executed by Owner, pursuant to which Owner shall assign to JCPS, and JCPS shall assume, all of Owner’s right, title and interest in, to and under the Licenses and Permits and any Contracts to be assigned under Section 2(g).

(3) A counterpart of the memorandum of this Agreement in the form attached hereto as Exhibit D (the “**Memorandum of Agreement**”) referencing certain provisions of this Agreement as more particularly set forth therein duly executed and acknowledged by Owner.

(4) A duly executed certificate in the form attached hereto as Exhibit E from the entity required to deliver same to the effect that Owner is not a “foreign person”, as required by Section 1445 of the Internal Revenue Code.

(5) An owner’s affidavit in the form attached hereto as Exhibit G, with modifications reasonably acceptable to Owner and the Title Company in order for the Title Company to issue a policy of title insurance for the Real Property, subject to the Permitted Exceptions.

(6) A closing settlement statement, signed by Owner.

(7) All documents evidencing the authority of Owner to consummate the transaction contemplated herein.

(8) Possession of the Property subject to the Permitted Exceptions.

(9) If applicable, a Form 1099-S.

(10) Subject to approval of the Louisville and Jefferson County Metropolitan Sewer District, a public body corporate (“MSD”), an assignment (the “**Assignment of Lateral Extension Agreement**”) of the Lateral Extension of Boundaries Agreement, dated as of March 21, 2018 and recorded in the office of the County Clerk of Jefferson County, Kentucky in Deed Book 11444, Page 113 duly executed and acknowledged by Owner.

(11) Termination(s) of Contracts to the extent required by Section 2(g).

(c) Conditions to Owner’s Obligation to Close. Notwithstanding anything to the contrary herein, Owner’s obligations under this Agreement including, without limitation, Owner’s obligation to convey title to the Property is expressly conditioned upon the following:

(1) The performance and observance, in all material respects, by JCPS of all covenants and agreements of this Agreement to be performed and observed by JCPS prior to or on the Closing Date.

(2) The truth in all material respects, of the representations and warranties of JCPS set forth in this Agreement, as of the Closing Date, as though made on and as of the Closing Date.

(d) JCPS’s Closing Deliverables. At Closing, JCPS shall pay any amounts required to be paid by JCPS pursuant to the terms of this Agreement and JCPS shall execute and deliver to Owner the following:

(1) A counterpart of the Deed duly executed and acknowledged by JCPS;

(2) A counterpart of the Assignment Agreement executed by JCPS, pursuant to which Owner shall assign to JCPS, and JCPS shall assume, all of Owner’s right, title and interest in, to and under the Licenses and Permits and any Contracts to be assigned under Section 2(g).

(3) A counterpart of the Memorandum of Agreement referencing certain provisions of this Agreement as more particularly set forth therein duly executed and acknowledged by JCPS and the Board of Education.

(4) A closing settlement statement, signed by JCPS.

(5) All documents evidencing the authority of JCPS to consummate the transaction contemplated herein.

(6) Subject to approval of MSD, an Assignment of Lateral Extension Agreement duly executed and acknowledged by JCPS and MSD.

(7) Payment of any termination fees required by the Contracts that are terminated pursuant to the terms of Section 2(g).

(e) Conditions to JCPS's Obligation to Close. Notwithstanding anything to the contrary herein, JCPS's obligations under this Agreement including, without limitation, JCPS's obligation to accept title to the Property is expressly conditioned upon the following:

(1) The performance and observance, in all material respects, by Owner of all covenants and agreements of this Agreement to be performed and observed by Owner prior to or on the Closing Date.

(2) The truth in all material respects, of the representations and warranties of Owner set forth in this Agreement, as of the Closing Date, as though made on and as of the Closing Date.

(3) JCPS shall have obtained the Approvals (as defined below).

(f) Closing Costs. JCPS will pay (i) all costs of title examination, surveys and due diligence costs incurred by JCPS, (ii) all costs incurred by JCPS in obtaining the approvals JCPS is required to obtain hereunder, (iii) all title premiums related to any Title Policy obtained by JCPS and any endorsements and deletions, (iv) all premiums and other costs for any mortgagee policy of title insurance, including but not limited to any endorsements or deletions, (v) JCPS's attorney's fees, (iv) all escrow and closing fees, if any, (vi) recording fees except for recording fees that are Owner's responsibility in this Section 6(f) below and (vii) any transfer taxes and mortgage recording taxes. Owner will pay Owner's attorney's fees, the cost of preparing and recording any releases of Mandatory Removal Liens and all other costs incurred by Owner in connection with Owner's performance of its obligations under this Agreement.

7. PRORATIONS.

(a) Real estate taxes, general, special and/or betterment assessments and personal property taxes have been prorated for those taxes which are due and payable during the calendar year or other fiscal tax year in which the Closing Date occurs. The parties acknowledge and agree that as of the Closing Date the actual tax bills for the tax year or years in question may not be available and the amount of taxes to be prorated as aforesaid cannot be ascertained, and, therefore, rates, millages and assessed valuation of the previous year, with known changes, have been used for purposes of the prorations described in the immediately preceding sentence; and after the Closing when the actual amount of taxes for the year in question shall be determinable, such taxes will be re-prorated between the parties to reflect the actual amount of such taxes if the actual amount is different. Further, the parties acknowledge and agree that if the Real Property is not separately assessed at Closing, taxes shall be prorated, until separately assessed, as follows: Owner's and JCPS's proportionate share of the taxes assessed upon land will be allocated on the basis of the acreage of land within the larger tax parcel.

(b) All prorations and payments made under the foregoing provisions shall be made on the basis of a written statement or statements delivered by the Title Company to Owner and JCPS and approved by the parties. In the event any prorations, apportionments or computation shall prove to be incorrect for any reason, then either party shall be entitled to an adjustment to correct the same, provided that it makes written demand on the one from who it is entitled to such adjustment within ninety (90) days after the erroneous payment or computation was made.

8. **DONATION CONDITIONS AND COVENANTS**. As a condition to Owner's donation of the Property to JCPS, JCPS and the Board of Education each agree to the conditions and covenants set forth below, as applicable to JCPS and the Board of Education respectively, all of which shall survive Closing and will be reflected in the Memorandum of Agreement (as hereafter defined):

(a) **Construction of Middle School**. As a condition to the Donation, subject to obtaining the necessary Approvals, JCPS agrees to construct the Middle School at the Property following the Closing. Such construction and the planning and financing thereof are subject to all applicable laws and regulations in connection with the construction of school facilities in effect as of the Effective Date or which may become effective prior to the completion of the Middle School, including but not limited to KRS 162.060, KRS 157.420, KRS 157.440, 702 KAR 4:170 and 702 KAR 4:180. Owner acknowledges that JCPS may issue lease revenue bonds pursuant to KRS 162.385 for the purpose of financing the construction of the Middle School and thereupon lease the Middle School to the Board of Education pursuant to the certain Basic Lease dated as of August 1, 1989 between JCPS, as landlord, and the Board of Education, as tenant, as amended and supplemented from time to time.

(b) **Solicitation of Proposals for Administration Building**. As a condition to the Donation, JCPS or the Board of Education, as applicable, will conduct a request for proposals for the construction of the Administration Building at the Property. Such construction and the planning and financing thereof are subject to all applicable laws and regulations regarding the construction of school facilities in effect as of the Effective Date or which may become effective prior to the completion of the Administration Building, including but not limited to KRS 162.060, KRS 157.420, KRS 157.440, 702 KAR 4:170 and 702 KAR 4:180. The size and design of the Administration Building shall be to address the school district's long-term facility needs as determined through facility planning under applicable law. Owner acknowledges that JCPS may issue lease revenue bonds pursuant to KRS 162.385 for the purpose of financing the construction of the Administration Building and thereupon lease the Administration Building to the Board of Education pursuant to the certain Basic Lease dated as of August 1, 1989 between JCPS, as landlord, and the Board of Education, as tenant, as amended and supplemented from time to time. JCPS or the Board of Education shall initiate the request for proposals no later than two (2) years after the Closing Date. Included within the request for proposals will be sufficient additional space to allow for JCPS, the Board of Education or a developer of the Administration Building to lease to Molina Kentucky approximately 15,000 square feet (the "**Premises**") to be located in one or more areas within the Administration Building as agreed to by Molina Kentucky and JCPS or the Board of Education, as applicable. JCPS or the Board of Education, as applicable, shall consider, for up to one year after the deadline set by such entity for responses to the request for proposals, each proposal received in a commercially reasonable manner, but JCPS or the Board of Education, as applicable, shall have the right to decline any (and each and every) proposal if such party deems,

in its sole discretion, that such proposal is unacceptable (the “**Proposal Acceptance Condition**”). Subject to the Proposal Acceptance Condition, the Premises will be delivered to Molina Kentucky in “turnkey condition” subject to plans and specifications approved by Molina Kentucky and to the extent permitted by applicable law otherwise consistent with similarly situated properties operated by Molina and its affiliates.

(c) Conveyance to Competitors. To the extent permitted by applicable law, JCPS agrees that neither JCPS nor any successor-in-interest will convey or lease the Property (or any portion thereof) to any Competitor of Molina Kentucky. For the purposes of this covenant, “**Competitor**” means any person or entity that engages in the operation of a managed health care or health insurance business.

(d) Administration Building Lease. Upon (and only upon) satisfaction of the Proposal Acceptance Condition, Owner and either, JCPS, the Board of Education or a developer shall enter into the Administration Building Lease. The Administration Building Lease must comply with applicable laws and regulations regarding the leasing of school facilities in effect as of the Effective Date or which may become effective prior to the date of the Administrative Building Lease, including but not limited to 702 KAR 4:090 and 702 KAR 3:340. The Administration Building Lease shall be a build-to-suit lease agreement on a commercially reasonable form agreed to by Owner and JCPS or the Board of Education, as applicable, and shall contain the terms set forth on Exhibit F attached hereto. To the extent that any additional approvals from the chief state school officer or the Kentucky Department of Education are required by applicable law after the Effective Date, the chief state school officer and/or the Kentucky Department of Education, as applicable, shall be required to approve the Administrative Building Lease and the fair market rent. The Administration Building Lease shall account for whether JCPS or the Board of Education, as applicable, (i) retains title to or leases the Real Property where the Administration Building is to be located and enters into a contract with a developer to construct the Administration Building, (ii) retains title to or leases the Real Property where the Administration Building is to be located and enters into, or causes the Board of Education to enter into, a ground lease with a developer that requires the developer to construct the Administration Building as a requirement of the ground lease, or (iii) conveys a developer title to or subleases to a developer the portion of the Real Property where the Administration Building is to be located subject to the developer constructing the Administration Building. Subject to the Proposal Acceptance Condition, either JCPS, the Board of Education or the developer will lease or sublease the Premises to Molina Kentucky. Molina Kentucky will have reasonable approval rights over the plans for the Premises. Subject to the Proposal Acceptance Condition, the Administration Building Lease will include customary rights (provided such rights are reasonably acceptable to JCPS or the Board of Education, as applicable) for Molina Kentucky and its invitees. Subject to the Proposal Acceptance Condition, in the event the property is leased by JCPS or the Board of Education to a developer or the developer leases the property to JCPS or the Board of Education, or the property is subject to any financing, JCPS or the Board of Education will provide or require the developer and lender to provide customary nondisturbance and related documents.

(e) Proposal Acceptance Condition. For clarity, all terms and conditions pertaining to the Administration Building and the Administration Building Lease shall be subject to the fulfillment of the Proposal Acceptance Condition. If the Proposal Acceptance Condition is not fulfilled to JCPS’s and/or the Board of Education’s satisfaction, in its sole discretion, (i) JCPS

or the Board of Education, as applicable, shall not be required to construct nor have any Administration Building on the Property nor the Administration Building Lease and (ii) upon the written request of JCPS and the Board of Education, Owner, JCPS and the Board of Education shall promptly execute and deliver to JCPS and the Board of Education a recordable release of the Memorandum of Agreement in a form and with content reasonably acceptable to Owner, JCPS and the Board of Education.

(f) P3 Legislation. JCPS, the Board of Education and Molina Kentucky acknowledge and agree that the terms and conditions set forth in this Agreement pertaining to any public-private partnership in connection with the Administration Building may be subject to 200 KAR 5:355 entitled "Public-private partnership delivery method" and related regulations and statutes, and that any agreement entered into by JCPS or the Board of Education related to the Administration Building may be subject to, and shall comply with, applicable law regardless of whether or not such applicable law requires certain terms and conditions to be different than terms and conditions set forth in this Agreement. Each of JCPS and the Board of Education acknowledges that, to each party's knowledge, there is no ongoing public-private partnership created solely by (i) Owner's donation of the Property to JCPS and (ii) JCPS or Board of Education leasing any portion of the Administration Building to Molina Kentucky.

9. **GOVERNMENTAL APPROVALS**. JCPS, the Board of Education and Owner acknowledge and agree that the terms and conditions set forth in this Agreement are subject to 702 KAR 4:050 entitled "Building sites; inspection, approval" and related regulations and statutes, and that any agreement entered into by the parties shall be subject to, and shall comply with, applicable law regardless of whether or not such applicable law requires certain terms and conditions to be different than terms and conditions set forth in this Agreement and the plan agreed among the parties hereto regarding the process for obtaining approvals for this transaction. The transactions contemplated herein are subject to final approval from the board members of JCPS, the Board of Education and any and all final necessary approvals from the chief state school officer and the Kentucky Department of Education, and as otherwise required under laws, rules and regulations applicable to JCPS and/or the Property (collectively, the "**Approvals**"). For clarity, if JCPS and the Board of Education are unable to obtain any of the aforementioned Approvals prior to the expiration of the Investigation Period, JCPS shall have the right to terminate this Agreement.

10. **DEFAULT AND REMEDIES**.

(a) Owner Default. In the event the Closing of the transaction provided for herein does not occur as herein provided by reason of any default of Owner, JCPS may, as JCPS's sole and exclusive remedy, either: (a) terminate this Agreement upon notice to Owner and to recover JCPS's third party actual out-of-pocket documented damages, costs and expenses (including reasonable attorneys' fees) such damages, costs and expenses not to exceed \$250,000 in the aggregate, and upon such termination no parties to this Agreement will have any further rights or obligations under this Agreement, subject to terms and conditions that expressly survive the termination of this Agreement; or (b) pursue specific performance of this Agreement, so long as any action or proceeding commenced by JCPS against Owner shall be filed and served within ninety (90) days after the date of such default. Nothing contained in this Section 10(a) herein will limit JCPS's remedies at law, in equity or as herein provided in the event of a breach by Owner of any of the obligations that survive the termination of this Agreement.

(b) JCPS Default. In the event the Closing of the transaction provided for herein does not occur as herein provided by reason of any default of JCPS or the Board of Education, Owner shall have the right to terminate this Agreement upon notice to JCPS and, to the extent permitted by applicable law, recover from JCPS Owner's direct damages, including third-party actual out-of-pocket documented costs and expenses (including reasonable attorneys' fees), such damages, costs and expenses not to exceed \$250,000 in the aggregate. Upon Owner's termination of this Agreement no parties will have any further rights or obligations under this Agreement except with respect to those obligations that expressly survive the termination of this Agreement. Notwithstanding the foregoing, nothing contained in this Section 10(b) herein will limit Owner's remedies at law, in equity or as herein provided in the event of a breach by JCPS or the Board of Education of any of the obligations that survive the termination of this Agreement.

(c) Incidental, Special, Exemplary, Consequential and Punitive Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF OWNER, JCPS AND THE BOARD OF EDUCATION HEREBY WAIVE ANY RIGHT TO SUE THE OTHER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR MATTERS ARISING UNDER THIS AGREEMENT. THIS SUBSECTION SHALL SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT.

11. NO ASSIGNMENT. JCPS shall not have the right to assign this Agreement or its rights under this Agreement to any party except the Board of Education without obtaining the prior written consent of Owner, which consent may be withheld in Owner's sole and absolute discretion. The Board of Education shall not have the right to assign any of its rights under this Agreement without obtaining the prior written consent of Owner, which consent may be withheld in Owner's sole and absolute discretion. This Agreement shall extend to and be binding upon, subject to the provisions of this Agreement, the permitted assigns and successors of the parties hereto.

12. BROKERS. Each party represents and warrants to the other that it dealt with no broker in connection with this transaction, and to the extent permitted by applicable law each party agrees to defend, indemnify and hold the other harmless from and against any and all loss, liability and expense, including reasonable attorney's fees, that the indemnitee may incur arising by reason of the above representation by the indemnitor being false.

13. NOTICES. Any notice concerning termination of, or default under, this Agreement shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein. All other notices may also be delivered by e-mail, sent to the intended addressee at the email address set forth below, or to such other email address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given when received; provided, however, that the party attempting to establish that such notice was received by the intended recipient shall bear the burden of proof concerning such receipt. Unless

Education arising from or relating to this Agreement, to the extent permitted by applicable law, the prevailing party, in addition to and not in limitation of any other rights and remedies, shall be entitled to receive immediate payment of its reasonable attorneys' fees, expenses and court costs from the other party.

15. **CONFIDENTIALITY.**

(a) Use of Property Documents. Each of JCPS and the Board of Education acknowledges and agrees that, unless and until the Closing occurs, each such party shall use the Property Documents for the purpose of evaluating, negotiating and consummating the Donation and transactions contemplated hereunder and, subject to the exceptions set forth in this Section 15, not disclose any of the Property Documents in any manner whatsoever; provided, however, that any of such information may be disclosed to JCPS's Disclosure Parties for the purpose of helping JCPS and the Board of Education evaluate, negotiate and consummate the Donation and related transactions. For the purposes hereof, "**Disclosure Parties**" shall mean each party's directors, officers, employees, agents, partners, advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors), insurers or financing sources of either party.

(b) Non-Disclosure of Discussions. Subject to exceptions set forth in Section 2(d)(6) and this Section 15 and as otherwise expressly set forth in this Agreement, Owner, JCPS and the Board of Education each agrees that, without the prior written consent of the other parties, such party will not disclose to any other party (i) that the Property Documents have been exchanged between the parties, (ii) that discussions or negotiations are taking place, or have taken place, concerning the Donation and related transactions (including the existence of this Agreement), or the contents of any such discussions or negotiations, regardless of whether or not such discussions or negotiations, or the contents thereof, constitute Property Documents, or (iii) any of the terms, conditions or other facts with respect thereto (including the status thereof).

(c) Kentucky Open Records Act. Owner acknowledges that JCPS and the Board of Education are each characterized as a Public Agency as defined in KRS 61.870(1). Records in the possession of JCPS or the Board of Education or retained by either party are subject to the Kentucky Open Records Act at KRS 61.870 to KRS 61.884. If either JCPS or the Board of Education receives a Kentucky Open Records Act request which seeks information related to this Agreement, the Donation or the transaction proposed herein, JCPS or the Board of Education, as applicable, hereby covenants and agrees that it will make a reasonable effort to assert applicable exemptions under KRS 61.878. JCPS and the Board of Education each further covenants and agrees that it will promptly notify Owner of the request so that Owner or Molina may then immediately assert and claim (or elect not to assert or claim) its rights to exclude such information from disclosure. If the requesting party objects to the assertion of the exemption and proceeds to challenge JCPS of the same according to KRS 61.880 (1) and (2), JCPS and the Board of Education each covenants and agrees that it will inform Owner of the challenge, and notwithstanding anything in this Agreement to the contrary, in such event, if JCPS or the Board of Education, as applicable, in good faith believes that the requested information may be subject to disclosure under applicable law, such party shall have the right to disclose such information notwithstanding any claim or assertion by Owner or Molina (or any affiliate) to exclude such information from disclosure. Owner agrees that neither JCPS nor the Board of Education shall be required to defend

any of such exceptions, provided that both JCPS and the Board of Education agree that each such party will use reasonable efforts to assert applicable exemptions.

(d) Kentucky Open Meetings Act. Owner acknowledges that JCPS and the Board of Education are as a Public Agency as defined in KRS 61.805(2). Discussions and meetings between the Parties may be subject to the Kentucky Meetings Act at KRS 61.800 to KRS 61.850. JCPS and the Board of Education each hereby covenants and agrees that it will assert the applicable exemptions as permitted by state statute and defined in KRS 61.810, including without limitation KRS 61.810(1)(b). JCPS and the Board of Education will conduct all discussions and meetings in a closed session pursuant to KRS 61.815. In the event that a third-party objects to the assertion of an exemption and proceeds to challenge the same, each of JCPS and the Board of Education covenants and agrees that it will inform Owner of the challenge. In the event of a challenge, Owner or Molina may elect to defend the exemption in any and all administrative and judicial proceedings. Owner agrees that neither JCPS nor the Board of Education shall be required to defend any of such exceptions, provided that each such party agrees it will use reasonable efforts to assert applicable exemptions.

(e) Communications with Kentucky Department of Education. Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, both JCPS and the Board of Education shall have the ongoing right to communicate with the Kentucky Department of Education, the Kentucky Finance and Administration Cabinet and related governmental and regulatory authorities about this Agreement, the Donation, the Property Documents and the transactions described in this Agreement unilaterally; provided, however, that, to the extent permitted by applicable law, JCPS and the Board of Education each agrees to (i) coordinate with Molina and Owner from time to time with respect to the plan for obtaining approval of the transactions set forth in this Agreement and to include Molina and Owner, from time to time, in some (but not all) meetings and discussions with the Kentucky Department of Education and related governmental and regulatory authorities regarding the approval and implementation of the transactions set forth in this Agreement, and (ii) provide updates to Molina and Owner regarding the transactions set forth in this Agreement in a commercially reasonable manner.

(f) Legally Required Disclosure. If Owner, JCPS or the Board of Education or any such party's Disclosure Parties are requested or required (by oral questions, interrogatories, other requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Property Documents or any of the information or other matters disclosure of which is prohibited under this Agreement, such party shall, to the extent not prohibited by law, provide the other party with prompt notice of any such request or requirement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the providing party, the receiving party or any of its Disclosure Parties reasonably believes that they are nonetheless legally compelled to disclose Property Documents or any of the facts the disclosure of which is prohibited under this Agreement, the receiving party or its Disclosure Parties may, without liability hereunder, disclose to such requiring person only that portion of such Property Documents or any such information or other matters which the receiving party or its Disclosure Parties in reasonably believes, under prior written advice from counsel, is legally required to be disclosed.

(g) Maintaining Privileges. If the Property Documents include materials or information subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, each party understands and agrees that the sharing of such materials is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Property Documents provided by a party that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges and this Section 15.

(h) Compliance with Securities Laws. JCPS and the Board of Education each agrees not to intentionally use any Property Documents of the Owner, Molina or Molina Kentucky in violation of applicable securities laws.

(i) Survival. If the Closing does not occur, the terms of this Section 15 shall survive for one (1) year following the termination of this Agreement.

16. **PUBLICITY.** Owner or Owner's affiliate will provide JCPS and the Board of Education with a proposed plan regarding publicity related to the transaction contemplated under this Agreement. JCPS and the Board of Education each agrees to reasonably cooperate with Owner and Owner's affiliates in the implementation of any such proposed plan, subject to applicable law and provided such plan is reasonably acceptable to JCPS. In any event, each of JCPS and the Board of Education agrees to include Molina Healthcare, Inc., a Delaware corporation ("**Molina**") and Molina Kentucky in at least one joint press release and at least one joint press conference in connection with the closing of the transaction and the opening of the Middle School and (if applicable) Administration Building and in at least one groundbreaking or similar ceremony for the Middle School or (if applicable) Administration Building.

17. **NON-DISPARAGEMENT.** Neither Owner, Owner's affiliates, JCPS nor the Board of Education shall intentionally talk about or otherwise publicly communicate to any third parties in a disparaging or defamatory manner regarding the other parties or otherwise make or authorize to be made any written or oral statement that intentionally disparages or defames the reputation of such other party; provided, however, that such restriction shall not prohibit (i) truthful statements compelled by legal process, as part of a response to a request for information from any governmental authority or as testimony in any legal or regulatory process or proceeding, (ii) any statements in connection with any legal dispute, (iii) filing any necessary documents in accordance with applicable law or applicable stock exchange requirements or (iv) factual statements regarding the transaction in connection with any public earnings call or otherwise, so long as such statements are not intended by such party to defame, disparage, or slander any other party. The provisions of this Section 17 shall survive the Closing for a period of one (1) year.

18. **CONDEMNATION.** In the event of condemnation or sale in lieu of condemnation of all or any Significant Portion of the Real Property or if Owner shall receive an official notice from any governmental authority having eminent domain power over the Real Property of its intention to take, by eminent domain proceeding, all or any Significant Portion of the Real Property prior to the Closing, JCPS will have the option, by providing Owner written notice within ten (10) days after receipt of Owner's notice of such condemnation or sale, of terminating JCPS's

obligations under this Agreement or electing to have this Agreement remain in full force and effect. In the event JCPS does not terminate this Agreement pursuant to the preceding sentence, Owner will assign to JCPS any and all claims for the proceeds of such condemnation or sale to the extent the same are applicable to the Real Property and JCPS will take title to the Real Property with the assignment of such proceeds and subject to such condemnation. Should JCPS elect to terminate JCPS's obligations under this Agreement under the provisions of this Section, neither Owner nor JCPS will have any further obligation under this Agreement except for those obligations which expressly survive the termination of this Agreement. "**Significant Portion**" means a condemnation involving ten percent (10%) or more of the Real Property.

19. **MISCELLANEOUS.**

(a) **Intentionally Omitted.**

(b) **No Partnership.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any other association between Owner and JCPS or Owner and the Board of Education.

(c) **No Waiver.** No waiver of any default by any party hereto shall be implied from any omission by any other party hereto to take any action with respect to such default, if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. A waiver of any default in the performance of any provision contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other provision contained herein.

(d) **Binding Effect.** The benefits of this Agreement and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

(e) **Business Days.** As used in this Agreement, the term "**business day**" means any day, other than a Saturday or Sunday or federal holiday. If any notice or action required or permitted by this Agreement falls on a date which is not a business day, then such date shall be extended to the next business day.

(f) **Entire Agreement; Termination of NDA and LOI.** This Agreement and the documents to be delivered in accordance with this Agreement constitute the entire agreement between Owner and JCPS concerning the transactions described herein, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound. For clarity, Owner, JCPS and the Board of Education acknowledge and agree that those certain (i) Access Agreement, (ii) Nondisclosure Agreement dated August 11, 2022 by and between Molina and Board of Education, as amended collectively, "**NDA**") and (ii) Letter of Intent dated December 4, 2023 by and between Owner and Board of Education (and joined by Molina for the purpose described therein) ("**LOI**") are each hereby terminated and of no further force and effect.

(g) Survival. The representations, warranties and other provisions of this Agreement of this shall not survive delivery of the Deed except as otherwise expressly provided herein.

(h) Time is of the Essence. Time is of the essence with respect to this Agreement.

(i) Rule of Construction. JCPS, the Board of Education and Owner acknowledge that each party has reviewed this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

(j) Multiple Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

(k) Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

(l) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

(m) No Consequential or Punitive Damages. In no event shall either Owner or JCPS be responsible or liable for any consequential or punitive damages resulting from a breach of this Agreement.

(n) Electronic Signatures. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For these purposes, "electronic signature" shall mean electronically scanned and transmitted versions (e.g., via pdf file) of an original signature, signatures electronically inserted and verified by software such as Adobe Sign, or faxed versions of an original signature.

(o) No Recordation. This Agreement shall not be recorded or filed in the public records of any jurisdiction by either party and any attempt to do so may be treated by the other party as a breach of this Agreement.

(p) Flood Zone. JCPS is advised to verify by survey and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of a casualty.

(q) Further Documents and Acts. Each of the parties hereto agrees to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. This Section 19 (q) shall survive Closing.

(r) WAIVER OF JURY TRIAL. THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREE THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

(s) Molina Affiliates. The parties acknowledge that Owner is affiliated with Molina Kentucky and Molina.

(t) Appraisal; Tax Matters. During the Investigation Period, JCPS will obtain, at JCPS's cost and expense, an appraisal of the Property, from an appraiser mutually agreed upon by Owner and JCPS in their reasonable discretion, for the purpose of confirming the estimated fair market cash value of the property to be reflected on the Deed. JCPS will reasonably cooperate and work with Owner in connection with the filing of any tax documentation required by Owner and/or applicable law.

(u) State Specific Provisions. Kentucky transfer tax does not apply to a transfer of title in the event of a deed of gift or deed with nominal consideration to an instrumentality of the Commonwealth of Kentucky.

20. ESCROW AGENT. The Escrow Agent (as defined above) shall act as the escrow agent to hold and disburse or distribute any funds or documents in connection with the Closing in strict accordance with the terms of this Agreement, or pursuant to the terms of a separate mutually agreed escrow agreement, which if executed, shall control over this Section. Upon confirmation from Owner and Owner's representatives at Closing, and in accordance with any separate instructions provided by Owner and JCPS, Escrow Agent is authorized and directed to disburse funds in accordance with the closing statement. Escrow Agent shall have the right to rely upon the genuineness of all certificates, notices and instruments delivered to it pursuant hereto, and all the signatures thereto or to any other writing received by Escrow Agent purporting to be signed by any party hereto, and upon the truth of the contents thereof. Escrow Agent, by signing the joinder to this Agreement at the end hereof, signifies its agreement to hold any funds and other documents delivered to Escrow Agent by the parties in accordance with the terms of this Agreement and any separate instructions provided by Owner or JCPS. Owner and JCPS each hereby agree that a fully executed copy of this Agreement shall constitute escrow instructions to Escrow Agent, together with any additional instructions consistent with the terms of this Agreement that Escrow Agent may reasonably request. Owner and JCPS hereby agree to promptly execute and deliver any such instructions as may be reasonably requested by Escrow Agent. In the event of any conflict or inconsistency between such additional escrow instructions requested by Escrow Agent and the provisions of this Agreement, the provisions of this Agreement shall govern.

In accordance with Section 6(f), JCPS will be responsible for the payment of any costs and expenses actually paid by Escrow Agent (including, but not limited to, its reasonable attorneys'

fees) resulting from, or in any manner relating to, the performance of its obligations as holder and distributor of the any funds and documents in connection with the Closing. Owner and to the extent permitted by applicable law JCPS, jointly and severally, agree to, and do hereby, indemnify and hold harmless Escrow Agent from and against any liability or cause of action based upon any claim relating to its duties as holder and distributor of such funds and/or its role as the escrow agent, except any claim based upon Escrow Agent's gross negligence or willful misconduct. Any such funds may be held in a non-interest bearing account, co-mingled with Escrow Agent's other escrow account funds. In the event any dispute should arise with regard to any such funds or documents and/or its role as escrow agent, Escrow Agent shall be entitled to deposit same with a court of competent jurisdiction in Jefferson County, Kentucky, and thereafter be relieved of all obligations as holder and distributor of such funds and documents and its role as escrow agent under this Agreement. Owner's and JCPS's indemnity and hold harmless obligations in this Section 20 shall survive the termination of this Agreement and/or the Closing. Escrow Agent shall execute this Agreement for the purpose of agreeing to comply with the terms hereof applicable to it as Escrow Agent.

21. **EXCULPATION OF ESCROW AGENT AND ROLE OF ESCROW AGENT.**

Escrow Agent shall not be liable for any act or omission whatsoever by it in connection with its role as escrow agent except to the extent the same constitutes gross negligence or willful misconduct. Escrow Agent shall have no duties as escrow agent under this Agreement except those which are expressly set forth herein. Escrow Agent shall not be bound by or charged with notice of any transfer or assignment, in whole or in part, made by a party to this Agreement or its successors or assigns, unless or until written notice thereof is delivered to and acknowledged by Escrow Agent. The terms of this Section 21 shall survive the termination of this Agreement and/or the Closing.

22. **RESIGNATION OF ESCROW HOLDER.** Escrow Agent may resign its role as escrow agent under this Agreement by giving five (5) days prior written notice to Owner and JCPS and upon delivery of any funds and documents held in escrow to a successor ("**Successor**") which shall be designated by joint written instructions from Owner and JCPS to the Escrow Agent on or before the expiration of such five (5) days notice or, if no Successor has been designated by joint written instructions from Owner and JCPS within such time period, by delivery of any such funds and documents to a commercial bank reasonably acceptable to JCPS and Owner for such purpose, and pursuant to a replacement escrow agreement or similar documentation customarily used by (and providing for fees for such services customarily charged by) such commercial bank for such purpose. Upon the delivery of such funds and documents to a Successor, Escrow Agent shall be fully released and discharged from any further obligations as escrow agent under this Agreement. The terms of this Section 22 shall survive the termination of this Agreement and/or the Closing.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Owner and JCPS have executed this Agreement as of the day and year first above written.

OWNER:

2028 WEST BROADWAY, LLC,
a Delaware limited liability company

By: _____


Name: Salvador Gutierrez

Title: Vice President, Facilities

[Remainder of page intentionally left blank. Additional signature pages follow.]

JCPS:

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

By: 
Name: Dr. Martin A. Pollio
Title: President

[Remainder of page intentionally left blank. Additional signature pages follow.]

Molina joins in this Agreement for the sole purpose of acknowledging and agreeing that the NDA, LOI and Access Agreement (each as defined above) are each hereby terminated and are of no further force and effect.

MOLINA HEATHCARE, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

[Remainder of page intentionally left blank. Additional signature pages follow.]

Molina Kentucky joins in this Agreement for the sole purpose of, subject to the terms and conditions of Section 8 of this Agreement, agreeing to fulfill the obligations applicable to Molina Kentucky set forth in Section 8 of this Agreement.

MOLINA HEATHCARE OF KENTUCKY, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

[Remainder of page intentionally left blank. Additional signature pages follow.]

The Board of Education joins in this Agreement for the sole purposes of (i) acknowledging and agreeing that the NDA, LOI and Access Agreement (each as defined above) are each hereby terminated and are of no further force and effect, (ii) subject to terms and conditions of Section 8 of this Agreement, agreeing to fulfill or cause the Finance Corporation to fulfill, the obligations applicable to the Board of Education and/or the Finance Corporation in Section 8, and (iii) agreeing to be bound by the terms of Sections 2, 8, 9, 10(c), 11, 14, 15, 16, 17 and 19, to the extent set forth in those Sections of this Agreement.

**BOARD OF EDUCATION OF JEFFERSON
COUNTY, KENTUCKY**, a political subdivision of the
Commonwealth of Kentucky, operating as Jefferson County Public Schools

By: 

Name: Dr. Martin A. Pollio

Title: Superintendent

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

JOINDER BY ESCROW AGENT

Escrow Agent hereby joins in this Agreement as Escrow Agent for the sole purpose of agreeing to comply with the terms hereof applicable to it as Escrow Agent.

ESCROW AGENT:

WYATT, TARRANT & COMBS, LLP,
a Kentucky limited liability partnership,
as title agent to Commonwealth Land Title Insurance Company

By: _____

Name: _____

Title: _____

Date of Execution: _____

Attachments:

Exhibit A - Description of Land

Exhibit B - Form of Deed

Exhibit C - Form of Assignment Agreement

Exhibit D - Form of Memorandum of Agreement

Exhibit E - Certificate of Non-Foreign Status

Exhibit F - Material Terms for Administration Building Lease

Exhibit G - Form of Owner's Affidavit

Schedule 2(g) – Contracts

EXHIBIT A

DESCRIPTION OF LAND

PARCEL 1:

Being Tract 2 as shown on Minor Subdivision Plat of record in Plat and Subdivision Book 56, Page 71, in the Office of the Clerk of Jefferson County, Kentucky.

PARCEL 2:

Being Tract 3 and Tract 4 as shown on Minor Subdivision Plat of record in Plat and Subdivision Book 57, Page 87, in the Office of the Clerk of Jefferson County, Kentucky.

PARCEL 3:

Being Tracts 1 and 2 as shown on Minor Subdivision Plat of record in Plat and Subdivision Book 57, Page 87, in the Office of the Clerk of Jefferson County, Kentucky.

Together with those beneficial easements for utility, sewer, drainage and access granted in Deed Book 11222, Page 469, and also reflected in the Minor Subdivision Plat of record in Plat and Subdivision Book 57, Page 87, both in the Office of the County Clerk of Jefferson County, Kentucky.

All of the above-described tracts being a portion of that property conveyed to 2028 West Broadway, LLC, a Delaware limited liability company, by Deed dated November 3, 2022, of record in Deed Book 12491, Page 749, in the Office of the Clerk of Jefferson County, Kentucky.

EXHIBIT B

FORM OF DEED

DEED

THIS DEED is made and entered into as of _____, 2024, by and between: **2028 WEST BROADWAY, LLC**, a Delaware limited liability company, having a mailing address of c/o Molina Healthcare, Inc., 200 Oceangate, Suite 100, Long Beach CA 90802, Attn: Augusto Lima (“**Grantor**”), and **JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit corporation, having a mailing address of 3001 Crittenden Drive, Louisville, KY 40209, which is also the “in-care-of address” to which the property tax bill for 2024 may be sent (“**Grantee**”).

WITNESSETH:

That as a donation and for nominal consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby convey unto Grantee, in fee simple, certain real property, together with all improvements located thereon and all appurtenances thereunto belonging, situated in Jefferson County, Kentucky, and being more fully described in **Exhibit A**, attached hereto and made a part hereof (the “**Property**”).

**THE WITHIN CONVEYANCE IS A GIFT TO AN INSTRUMENTALITY OF THE
COMMONWEALTH OF KENTUCKY AND IS THEREFORE EXEMPT FROM
TRANSFER TAX PURSUANT TO KRS 142.050(7)(b).**

This conveyance is made subject to: (i) real estate taxes assessed or otherwise payable with respect to the Property in the year 2024, which taxes have been adjusted between Grantor and Grantee, and all real estate taxes due and payable thereafter (if any), which Grantee hereby assumes and agrees to pay, (ii) all applicable zoning and other land use ordinances, laws, regulations and binding variances, conditional use permits, permits, approvals, conditions and other elements affecting the Property, (iii) all covenants, conditions, restrictions, reservations, easements, encumbrances and declarations and other matters of record affecting the Property, (iv) any state of facts which an accurate survey made of the Property would show and (v) any exceptions of record arising from the actions of Grantee.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR:

2028 WEST BROADWAY, LLC,
a Delaware limited liability company

[EXHIBIT ONLY – DO NOT SIGN]

By: _____

Print: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____, the _____ of **2028 WEST BROADWAY, LLC**, a Delaware limited liability company, on behalf of the limited liability company, Grantor herein.

[SEAL]

NOTARY PUBLIC
My Commission Expires:
Notary ID. No.: _____

CONSIDERATION CERTIFICATE

We, the undersigned, do hereby certify, pursuant to KRS Chapter 382, that there was nominal consideration in connection with this deed and the estimated fair market cash value of the Property is set forth below. We further certify our understanding that falsification of the stated consideration of the Property is a Class D Felony, subject to one to five years imprisonment and fines up to \$10,000.00.

Estimated Fair Market Cash Value: \$ _____

GRANTOR:

2028 WEST BROADWAY, LLC,
a Delaware limited liability company

[EXHIBIT ONLY – DO NOT SIGN]

By: _____

Print: _____

Title: _____

Mailing Address:

c/o Molina Healthcare, Inc.
200 Oceangate, Suite 100
Long Beach CA 90802
Attn: Augusto Lima

STATE OF _____

COUNTY OF _____

The foregoing Consideration Certificate was acknowledged and sworn to before me this _____ day of _____, 2024 by _____, the _____ of **2028 WEST BROADWAY, LLC**, a Delaware limited liability company, on behalf of the limited liability company, Grantor herein.

[SEAL]

NOTARY PUBLIC
My Commission Expires:
Notary ID. No.: _____

GRANTEE:

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

[EXHIBIT ONLY – DO NOT SIGN]

By: _____
Dr. Martin A. Pollio, President

Mailing Address:

3001 Crittenden Drive
Louisville, KY 40209

STATE OF _____
COUNTY OF _____

The foregoing Consideration Certificate was acknowledged and sworn to before me this
____ day of _____, 2024 by Dr. Martin A. Pollio, the President of **JEFFERSON
COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit
corporation, on behalf of the non-profit corporation, Grantee herein.

[SEAL]

NOTARY PUBLIC
My Commission Expires:
Notary ID. No.: _____

THIS INSTRUMENT WAS PREPARED BY:

[EXHIBIT ONLY – DO NOT SIGN]

[Signature]

Print Name _____

Address _____

City, State, Zip _____

Contact Number _____

EXHIBIT A

Legal Description

PARCEL 1:

Being Tract 2 as shown on Minor Subdivision Plat of record in Plat and Subdivision Book 56, Page 71, in the Office of the Clerk of Jefferson County, Kentucky.

PARCEL 2:

Being Tract 3 and Tract 4 as shown on Minor Subdivision Plat of record in Plat and Subdivision Book 57, Page 87, in the Office of the Clerk of Jefferson County, Kentucky.

PARCEL 3:

Being Tracts 1 and 2 as shown on Minor Subdivision Plat of record in Plat and Subdivision Book 57, Page 87, in the Office of the Clerk of Jefferson County, Kentucky.

Together with those beneficial easements for utility, sewer, drainage and access granted in Deed Book 11222, Page 469, and also reflected in the Minor Subdivision Plat of record in Plat and Subdivision Book 57, Page 87, both in the Office of the County Clerk of Jefferson County, Kentucky.

All of the above-described tracts being a portion of that property conveyed to 2028 West Broadway, LLC, a Delaware limited liability company, by Deed dated November 3, 2022, of record in Deed Book 12491, Page 749, in the Office of the Clerk of Jefferson County, Kentucky.

EXHIBIT C

FORM OF ASSIGNMENT AGREEMENT ASSIGNMENT OF CONTRACTS, LICENSES, PERMITS AND PLANS AND BILL OF SALE

This instrument is effective as of the ____ day of _____, 2024 (the “Effective Date”) pursuant to that certain Donation Agreement (“Agreement”) dated _____, 2024, by and between **2028 WEST BROADWAY, LLC**, a Delaware limited liability company (“Assignor”), and **JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit corporation (“Assignee”), covering the real property described in Exhibit A attached hereto (“Real Property”).

1. Sale of Personalty. For good and valuable consideration, and subject to the terms of the Agreement, Assignor hereby sells, transfers, sets over and conveys to Assignee, and Assignee hereby accepts, all of the following (collectively, the “Personalty”):

(a) Personal Property. All of Assignor’s right, title and interest, if any, in and to all personal property located on the Real Property; and

(b) Licenses, Permits and Plans. All licenses, warranties, guaranties in favor of Assignor, permits, certificates of occupancy, approvals, dedications, subdivision maps and entitlements issued, approved or granted by any governmental or regulatory authorities prior to the Effective Date in connection with the Real Property and any improvements located thereon, together with all renewals and modifications thereof (the “Licenses, Permits and Plans”), to the extent assignable and without the necessity of consent or assignable only with consent and such consent has been obtained.

2. [SUBJECT TO ASSIGNEE TAKING ASSIGNMENT OF CONTRACTS PURSUANT TO SECTION 2(g): Assignment of Contracts. For good and valuable consideration, Assignor hereby assigns, transfers, sets over and conveys to Assignee, and Assignee hereby accepts, all of the Assignor’s right, title and interest in and to the contracts listed in Exhibit B attached hereto (“Contracts”).

3. Assumption. Assignee hereby accepts and assumes the liability and obligations of Assignor under the Licenses, Permits and Plans [SUBJECT TO ASSIGNEE TAKING ASSIGNMENT OF CONTRACTS PURSUANT TO SECTION 2(g) and the Contracts.]]

4. Agreement Applies. The disclaimers and limitations provided in the Agreement with respect to the personal property, Licenses, Permits and Plans [SUBJECT TO ASSIGNEE TAKING ASSIGNMENT OF CONTRACTS PURSUANT TO SECTION 2(g):, and the Contracts] (including, without limitation, the limitations of liability provided in the Agreement), are hereby incorporated herein by this reference as if herein set out in full and shall inure to the benefit of and shall be binding upon Assignee and Assignor and their respective successors and assigns. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

5. Disclaimer. As set forth in the Agreement, which provisions are hereby incorporated by this reference as if herein set out in full, the Personalty is [SUBJECT TO ASSIGNEE TAKING ASSIGNMENT OF CONTRACTS PURSUANT TO SECTION 2(g): and the Contracts are] conveyed by Assignor and accepted by Assignee, SUBJECT TO THOSE REPRESENTATIONS AND WARRANTIES MADE BY ASSIGNOR IN SECTION 4(a) OF THE AGREEMENT, AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE EXPRESSLY TO NEGATE AND EXCLUDE ALL WARRANTIES (EXCEPT THOSE REPRESENTATIONS AND WARRANTIES MADE IN SECTION 4(a) OF THE AGREEMENT), INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE REAL PROPERTY CONVEYED HEREUNDER, AND ALL OTHER REPRESENTATIONS AND WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE OF THE STATE WHERE THE REAL PROPERTY IS LOCATED.

6. Limitation of Liability. Notice is hereby given that all persons dealing with Assignor shall look to the assets of Assignor for the enforcement of any claim against Assignor. None of the trustees, officers, directors, employees, members, owners, partners or shareholders of Assignor shall have any personal liability for any of the liability or obligations of Assignor. Notice is hereby given that all persons dealing with Assignee shall look to the assets of Assignee for the enforcement of any claim against Assignee. None of the trustees, officers, directors, employees, members, owners, partners or shareholders of Assignee shall have any personal liability for any of the liability or obligations of Assignee.

7. Multiple Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the dates set forth below, to be effective as of the Effective Date.

ASSIGNOR:

2028 WEST BROADWAY, LLC,
a Delaware limited liability company

By: ***[EXHIBIT ONLY – DO NOT SIGN]***

Name: _____

Title: _____

Date: _____, 2024

ASSIGNEE:

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

By: ***[EXHIBIT ONLY – DO NOT SIGN]***

Name: _____

Title: _____

Date: _____, 2024

EXHIBIT A

REAL PROPERTY

PARCEL 1:

Being Tract 2 as shown on Minor Subdivision Plat of record in Plat and Subdivision Book 56, Page 71, in the Office of the Clerk of Jefferson County, Kentucky.

PARCEL 2:

Being Tract 3 and Tract 4 as shown on Minor Subdivision Plat of record in Plat and Subdivision Book 57, Page 87, in the Office of the Clerk of Jefferson County, Kentucky.

PARCEL 3:

Being Tracts 1 and 2 as shown on Minor Subdivision Plat of record in Plat and Subdivision Book 57, Page 87, in the Office of the Clerk of Jefferson County, Kentucky.

Together with those beneficial easements for utility, sewer, drainage and access granted in Deed Book 11222, Page 469, and also reflected in the Minor Subdivision Plat of record in Plat and Subdivision Book 57, Page 87, both in the Office of the County Clerk of Jefferson County, Kentucky.

All of the above-described tracts being a portion of that property conveyed to 2028 West Broadway, LLC, a Delaware limited liability company, by Deed dated November 3, 2022, of record in Deed Book 12491, Page 749, in the Office of the Clerk of Jefferson County, Kentucky.

EXHIBIT B

CONTRACTS

[SUBJECT TO JCPS'S ELECTION TO HAVE SUCH CONTRACTS ASSIGNED]

1. Security Services Agreement by and between Conner Stone Consulting Limited Liability Company and University Health Care Inc. dba Passport Health Plan, dated as of August 26, 2019.
2. General Contract for Services by and between University Health Care Inc. dba Passport Health Plan and ACT'S 2 & 38 LAWNCARE LLC, dated as of April 12, 2018.

EXHIBIT D

FORM OF MEMORANDUM OF AGREEMENT

MEMORANDUM OF DONATION AGREEMENT

THE STATE OF KENTUCKY §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF JEFFERSON §

This MEMORANDUM OF DONATION AGREEMENT (this “Memorandum”), dated as of _____, 2024 (the “Effective Date”), is entered into by and between **2028 WEST BROADWAY, LLC**, a Delaware limited liability company, having an address set forth below (“Owner”) and **JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit corporation, having an address set forth below (“JCPS”).

Owner and JCPS hereby acknowledge the following:

1. Donation Agreement. Owner and JCPS have entered into a certain Donation Agreement, dated _____, 2024 (the “Donation Agreement”), pursuant to which Owner has donated to JCPS property, which includes the real property located in Jefferson County, Kentucky more particularly described on Exhibit A attached hereto and incorporated herein for all purposes, and all improvements thereon. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Donation Agreement.

2. Donation Conditions and Covenants. As a condition to Owner’s donation of the Property to JCPS, JCPS and the Board of Education each agree to the conditions and covenants set forth below, as applicable to JCPS and the Board of Education, respectively:

(a) Construction of Middle School. Subject to obtaining the necessary Approvals, JCPS agrees to construct the Middle School at the Property following the Closing. Such construction and the planning and financing thereof are subject to all applicable laws and regulations in connection with the construction of school facilities, now in effect as of the Effective Date or which may become effective prior to the completion of the Middle School, including but not limited to KRS 162.060, KRS 157.420, KRS 57.440, 702 KAR 4:170 and 702 KAR 4:180. Owner acknowledges that JCPS may issue lease revenue bonds pursuant to KRS 162.385 for the purpose of financing the construction of the Middle School and thereupon lease the Middle School to the Board of Education pursuant to the certain Basic Lease dated as of August 1, 1989 between JCPS, as landlord, and the Board of Education, as tenant, as amended and supplemented from time to time.

(b) Solicitation of Proposals for Administration Building. JCPS or the Board of Education, as applicable, will conduct a request for proposals for the construction of the Administration Building at the Property. Such construction and the planning and financing

thereof are subject to all applicable laws and regulations regarding the construction of school facilities, in effect as of the Effective Date or which may become effective prior to the completion of the Administration Building Lease, including but not limited to KRS 162.060, 157.420, 157.440, 702 KAR 4:170 and 702 KAR 4:180. The size and design of the Administration Building shall be to address the school district's long-term facility needs as determined through facility planning under applicable law. Owner acknowledges that JCPS may issue lease revenue bonds pursuant to KRS 162.385 for the purpose of financing the construction of the Administration Building and thereupon lease the Administration Building to the Board of Education pursuant to the certain Basic Lease dated as of August 1, 1989 between JCPS, as landlord, and the Board of Education, as tenant, as amended and supplemented from time to time. JCPS or the Board of Education shall initiate the request for proposals no later than two (2) years after the Closing Date. Included within the request for proposals will be sufficient additional space to allow for JCPS, the Board of Education or a developer of the Administration Building to lease to Molina Kentucky approximately 15,000 square feet (the "Premises") to be located in one or more areas within the Administration Building as agreed to by Molina Kentucky and JCPS or the Board of Education, as applicable. JCPS or the Board of Education, as applicable, shall consider, for up to one year after the deadline set by such entity for responses to the request for proposals, each proposal received in a commercially reasonable manner, but JCPS or the Board of Education, as applicable, shall have the right to decline any (and each and every) proposal if such party deems, in its sole discretion, that such proposal is unacceptable (the "Proposal Acceptance Condition"). Subject to the Proposal Acceptance Condition, the Premises will be delivered to Molina Kentucky in "turnkey condition" subject to plans and specifications approved by Molina Kentucky and to the extent permitted by applicable law otherwise consistent with similarly situated properties operated by Molina and its affiliates.

(c) Conveyance to Competitors. To the extent permitted by applicable law, JCPS agrees that neither JCPS nor any successor-in-interest will convey or lease the Property (or any portion thereof) to any Competitor of Molina Kentucky. For the purposes of this covenant, "Competitor" means any person or entity that engages in the operation of a managed health care or health insurance business.

(d) Administration Building Lease. Upon (and only upon) satisfaction of the Proposal Acceptance Condition, Owner and either JCPS, the Board of Education or a developer shall enter into the Administration Building Lease. The Administration Building Lease must comply with applicable laws and regulations regarding the leasing of school facilities in effect as of the Effective Date or which may become effective prior to the date of the Administrative Building Lease, including but not limited to 702 KAR 4:090 and 702 KAR 3:340. The Administration Building Lease shall be a build-to-suit lease agreement on a commercially reasonable form agreed to by Owner and JCPS or the Board of Education, as applicable, and shall contain the terms set forth on Exhibit F to the Donation Agreement. To the extent that any additional approvals from the chief state school officer or the Kentucky Department of Education are required by applicable law after the Effective Date, the chief state school officer and/or the Kentucky Department of Education, as applicable, shall be required to approve the Administration Building Lease and the fair market rent. The Administration Building Lease shall account for whether JCPS or the

Board of Education, as applicable, (i) retains title to or leases the Real Property where the Administration Building is to be located and enters into a contract with a developer to construct the Administration Building, (ii) retains title to or leases the Real Property where the Administration Building is to be located and enters into, or causes the Board of Education to enter into, a ground lease with a developer that requires the developer to construct the Administration Building as a requirement of the ground lease, or (iii) conveys a developer title to or leases to a developer the portion of the Real Property where the Administration Building is to be located subject to the developer constructing the Administration Building. Subject to the Proposal Acceptance Condition, either JCPS, the Board of Education or the developer will lease or sublease the Premises to Molina Kentucky. Molina Kentucky will have reasonable approval rights over the plans for the Premises. Subject to the Proposal Acceptance Condition, the Administration Building Lease will include customary rights (provided such rights are reasonably acceptable to JCPS or the Board of Education, as applicable) for Molina Kentucky and its invitees. Subject to the Proposal Acceptance Condition, in the event the property is leased by JCPS or the Board of Education to a developer or the developer leases the property to JCPS or the Board of Education, or the property is subject to any financing, JCPS or the Board of Education will provide or require the developer and lender to provide customary nondisturbance and related documents.

(e) Proposal Acceptance Condition. For clarity, all terms and conditions pertaining to the Administration Building and the Administration Building Lease shall be subject to the fulfillment of the Proposal Acceptance Condition. If the Proposal Acceptance Condition is not fulfilled to JCPS's and/or the Board of Education's satisfaction, in its sole discretion, (i) JCPS or the Board of Education, as applicable, shall not be required to construct nor have any Administration Building on the Property nor the Administration Building Lease and (ii) upon the written request of JCPS and the Board of Education, Owner, JCPS and the Board of Education shall promptly execute and deliver to JCPS and the Board of Education a recordable release of this Memorandum of Agreement in a form and with content reasonably acceptable to Owner, JCPS and the Board of Education.

(f) P3 Legislation. JCPS, the Board of Education and Molina Kentucky acknowledge and agree that the terms and conditions set forth in the Donation Agreement pertaining to any public-private partnership in connection with the Administration Building may be subject to 200 KAR 5:355 entitled "Public-private partnership delivery method" and related regulations and statutes, and that any agreement entered into by JCPS or the Board of Education related to the Administration Building may be subject to, and shall comply with, applicable law regardless of whether or not such applicable law requires certain terms and conditions to be different than terms and conditions set forth in the Donation Agreement. Each of JCPS and the Board of Education acknowledges that, to each party's knowledge, there is no ongoing public-private partnership created solely by (i) Owner's donation of the Property to JCPS and (ii) JCPS or Board of Education leasing any portion of the Administration Building to Molina Kentucky.

3. Notices. Any notice or demands made pursuant to this Memorandum shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to

the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Memorandum shall be as follows:

Owner: 2028 West Broadway, LLC
c/o Molina Healthcare, Inc.
200 Oceangate, Suite 100
Long Beach CA 90802
Attn: Jeff Barlow, Chief Legal Officer;
Augusto Lima, Deputy General Counsel

with a copy to:

Winston & Strawn LLP
800 Capitol Street, Suite 2400
Houston, Texas 77002
Attn: Jeffrey M. Smith

JCPS: Jefferson County School District Finance Corporation
VanHoose Education Center
3332 Newburg Road
Louisville, KY 40218
Attn: Dr. Martin Pollio, President
Attn: Kevin Brown, General Counsel

with a copy to:

Wyatt, Tarrant & Combs, LLP
400 W. Market St., Suite 2800
Louisville, Kentucky 40202
Attn: R. Benjamin Straus
Attn: Michael Vincenti

4. Conflicts. This Memorandum is intended for recording purposes only to provide notice of certain terms and conditions contained in the Donation Agreement and is not to be construed as a complete summary of the terms and conditions thereof. This Memorandum is subject to the Donation Agreement and any amendments, modifications, alterations, renewals, and extensions of the Donation Agreement. The terms and provisions of the Donation Agreement are incorporated in this Memorandum by reference. In the event of any conflict between this Memorandum and the Donation Agreement, the provisions of the Donation Agreement shall control.

5. Counterparts. To facilitate execution, this Memorandum may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the dates set forth below, to be effective as of the Effective Date.

OWNER:

2028 WEST BROADWAY, LLC,
a Delaware limited liability company

By: **[EXHIBIT ONLY – DO NOT SIGN]**

Name: Salvador Gutierrez

Title: Vice President, Facilities

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Salvador Gutierrez, as Vice President, Facilities of **2028 WEST BROADWAY, LLC**, a Delaware limited liability company, on behalf of the limited liability company.

NOTARY PUBLIC
My Commission

Expires: _____

Notary ID: _____

[AFFIX NOTARY SEAL]

[Signatures continue on next page]

JCPS:

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

By: ***[EXHIBIT ONLY – DO NOT SIGN]***
Name: Dr. Martin A. Pollio.
Title: President

STATE OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Dr. Martin A. Pollio, as President of **JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit corporation, on behalf of said non-profit corporation.

NOTARY PUBLIC
My Commission

Expires: _____

Notary ID: _____

[AFFIX NOTARY SEAL]

[Signatures continue on next page]

Molina Kentucky joins in this Memorandum for the sole purpose of, subject to the terms and conditions of Section 2 of this Memorandum and Section 8 of the Donation Agreement, agreeing to fulfill the obligations applicable to Molina Kentucky set forth in Section 2 of this Memorandum and Section 8 of the Donation Agreement.

MOLINA HEATHCARE OF KENTUCKY, INC.,
a Delaware corporation

By: **[EXHIBIT ONLY – DO NOT SIGN]**

Name: _____

Title: _____

Mailing Address:

c/o Molina Healthcare, Inc.
200 Oceangate, Suite 100
Long Beach CA 90802
Attn: Augusto Lima

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____, the _____ of **MOLINA HEATHCARE OF KENTUCKY, INC.**, a Delaware corporation, on behalf of said corporation.

NOTARY PUBLIC
My Commission

Expires: _____

Notary ID: _____

[AFFIX NOTARY SEAL]

[Signatures continue on next page]

The Board of Education joins in this Memorandum for the sole purposes of subject to the terms and conditions of Section 2 of this Memorandum and Section 8 of the Donation Agreement, agreeing to fulfill or cause the Finance Corporation to fulfill, the obligations applicable to the Board of Education and/or the Finance Corporation in Section 2 of this Memorandum and Section 8 of the Donation Agreement.

BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY,
a political subdivision of the Commonwealth of Kentucky, operating as Jefferson County Public Schools

By: **[EXHIBIT ONLY – DO NOT SIGN]**
Name: Dr. Martin A. Pollio
Title: Superintendent

Mailing Address:

[VanHoose Education Center
3332 Newburg Road
Louisville, KY 40218]

STATE OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Dr. Martin A. Pollio, the Superintendent of **BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY**, a political subdivision of the Commonwealth of Kentucky, operating as Jefferson County Public Schools, on behalf of the Board.

NOTARY PUBLIC
My Commission

Expires: _____

Notary ID: _____

[AFFIX NOTARY SEAL]

[End of signatures]

THIS INSTRUMENT WAS PREPARED BY:

[Signature]

/EXHIBIT ONLY – DO NOT SIGN/

Madison Bennett
Winston & Strawn LLP
800 Capitol St., Suite 2400
Houston, Texas 77002
Contact Number: 713-651-2600

EXHIBIT A

PROPERTY

PARCEL 1:

Being Tract 2 as shown on Minor Subdivision Plat of record in Plat and Subdivision Book 56, Page 71, in the Office of the Clerk of Jefferson County, Kentucky.

PARCEL 2:

Being Tract 3 and Tract 4 as shown on Minor Subdivision Plat of record in Plat and Subdivision Book 57, Page 87, in the Office of the Clerk of Jefferson County, Kentucky.

PARCEL 3:

Being Tracts 1 and 2 as shown on Minor Subdivision Plat of record in Plat and Subdivision Book 57, Page 87, in the Office of the Clerk of Jefferson County, Kentucky.

Together with those beneficial easements for utility, sewer, drainage and access granted in Deed Book 11222, Page 469, and also reflected in the Minor Subdivision Plat of record in Plat and Subdivision Book 57, Page 87, both in the Office of the County Clerk of Jefferson County, Kentucky.

All of the above-described tracts being a portion of that property conveyed to 2028 West Broadway, LLC, a Delaware limited liability company, by Deed dated November 3, 2022, of record in Deed Book 12491, Page 749, in the Office of the Clerk of Jefferson County, Kentucky.

2028 WEST BROADWAY, LLC,
a Delaware limited liability company

[EXHIBIT ONLY – DO NOT SIGN]

By: _____

Name: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 202__.

Notary Public: _____

(SEAL)

My Commission Expires: _____

EXHIBIT F

MATERIAL TERMS FOR ADMINISTRATION BUILDING LEASE

The Administration Building Lease shall be a build-to-suit lease containing customary rights (provided such rights are reasonably acceptable to JCPS) for Molina Kentucky and its invitees. All of the following terms are subject to the Proposal Acceptance Condition and the Approvals.

Premises:	Approximately 15,000 square feet to be located in one or more areas within the Administration Building as agreed to by Molina Kentucky and JCPS.
Permitted Use:	The Premises may include both administrative offices and a first-floor member engagement area.
Initial Term:	The initial lease term of the Administration Building Lease shall be five (5) years after the commencement date of such lease.
Extension Terms:	Molina Kentucky shall have the option to extend the term of the Administration Building Lease for two, two-year extensions. Rent for each extension term shall be determined in accordance with the "Rent Determination Process" set forth in this <u>Exhibit F</u> .
Rent:	Annual base rent under the Administration Building Lease will be a market rental rate determined pursuant to the "Rent Determination Process" set forth in this <u>Exhibit F</u> , subject to applicable law. To the extent permitted by applicable law, annual base rent will be gross of Premises related expenses, including without limitation real estate taxes, premiums for landlord's insurance, and utilities, all of which shall be JCPS's sole obligation, without reimbursement from Molina Kentucky, but excluding premiums for Molina Kentucky's personal property insurance, worker's compensation insurance, employer's liability insurance and such other insurance as Molina Kentucky may elect to obtain, which shall be Molina Kentucky's sole obligation without reimbursement from JCPS.
Delivery Condition:	The Premises will be delivered to Molina Kentucky in "turnkey condition" subject to plans and specifications approved by Molina Kentucky and otherwise consistent with similarly situated properties operated by Molina Kentucky and its affiliates. Molina Kentucky will have reasonable approval rights over the plans for the Premises.
Parking Rights:	The rights granted to Molina Kentucky shall include parking rights in a parking garage to be constructed by JCPS's developer, which parking rights shall be commercially reasonable for the space and use and in any event as is required by applicable law. To the extent permitted by applicable law, there will be no separate charge for parking; provided

	that parking rights shall be considered in determining the annual base rent under the Administration Building Lease.
Signage:	Molina Kentucky and its affiliates shall have reasonable signage rights on the exterior and interior of the Administration Building and will have the right to have a monument or similar signage at locations on the Property all in a style, manner and size all reasonably acceptable to JCPS.
Termination Right (Molina):	Molina Kentucky shall have the right to terminate the Administration Building Lease on twelve (12) months' prior written notice to JCPS or the developer (as applicable).
Termination Right (JCPS):	In addition to any other legal right or remedy available under the Administration Building Lease for breach thereof, termination of the Administration Building Lease for convenience (or as required by applicable law) may be made by JCPS, only if (i) JCPS gives at least twelve (12) months' written notice to Molina Kentucky and (ii) to the extent permitted by applicable law, JCPS compensates Molina Kentucky for Molina Kentucky's reasonable undepreciated investments in connection with the Administration Building Lease and the Premises at the time of termination, including but not limited to, tenant build-out performed at Molina Kentucky's expense (if any) and reasonable, documented relocation and other expenses incurred by Molina Kentucky in reliance upon the Administration Building Lease through the date of termination. Molina Kentucky shall submit reasonable, detailed written evidence of such investments and expenses and the reimbursement (to the extent permitted by applicable law) due from JCPS prior to the termination date. The termination right granted to JCPS herein shall accrue only to the extent that JCPS is the landlord or sublandlord under the Administration Building Lease and shall not accrue to any third-party developer. If applicable law requires a longer time notice period, JCPS shall be required to provide the maximum amount of notice permitted by applicable law.
Assignment and Subletting:	Molina Kentucky shall have the right, without JCPS's consent, to assign the Administration Building Lease (i) to an entity with which Molina Kentucky may merge or consolidate, (ii) in connection with the sale of all or a substantial portion of Molina Kentucky's assets, and (iii) to any affiliate, parent or subsidiary of Molina Kentucky; provided that (and so long as) with respect to each scenario described in the foregoing clauses (i), (ii) and (iii), (a) such assignee shall only use the Premises and any part thereof for the permitted use described in the Administration Building Lease or such other use as may be approved by JCPS (such approval or non-approval to be in JCPS's sole but reasonable discretion), (b) Molina Kentucky shall provide to JCPS written notice at least ten (10) days after the effective date of the proposed assignment, (c) in connection with any asset transfer or transfer to an affiliate, parent or subsidiary, Molina Kentucky shall provide to JCPS a copy of the agreement memorializing such assignment whereby such assignee assumes the covenants, obligations

	<p>and liabilities of Molina Kentucky under the Administration Building Lease from and after the date of the assignment; provided, however, such assignment shall not release or relieve Molina Kentucky from any covenants, obligations or liabilities under the Administration Building Lease arising prior to the date of the assignment unless such obligations were expressly assumed by the assignee, and (d) Molina Kentucky is not in default under the Administration Building Lease beyond applicable notice and cure periods.</p> <p>No pledge, sale or other transfer of any direct or indirect interest in Owner, Molina Kentucky, or Molina (including but not limited to any sale of all or substantially all of the assets or equity of any direct or indirect equity owner of Owner, Molina Kentucky, or Molina), regardless of the number of tiers of ownership, and whether or not effecting a change of control of Owner, Molina Kentucky, or Molina, shall require the consent of JCPS. Molina Kentucky shall also have the right to sublease any portion of the Premises subject to JCPS's consent, not to be unreasonably withheld, conditioned or delayed; provided, however, that (i) such sublessee shall only use the Premises and any part thereof for the permitted use described in the Administration Building Lease or such other use as may be approved by JCPS (such approval or non-approval to be in JCPS's sole but reasonable discretion), (ii) Molina Kentucky provides JCPS a copy of the sublease memorializing such transaction, (iii) Molina Kentucky is not in default under the Administration Building Lease beyond applicable notice and cure periods, (iv) such consent shall in no way release Molina Kentucky or any person or entity claiming by, through or under Molina Kentucky including the subtenant, from any of its covenants, obligations, or liabilities under the Administration Building Lease, and (v) JCPS shall have no obligation or liability under such sublease (collectively "Sublease Conditions"). Subleases to affiliates of Molina Kentucky will not require the consent of JCPS; provided, however, such subleases shall be subject to Sublease Conditions.</p>
<p>Operating Lease Qualification:</p>	<p>JCPS and Molina Kentucky agree to reasonably cooperate with each other in connection with Molina Kentucky seeking to obtain assurance by its accountants that the Administration Building Lease will qualify as an operating lease under GAAP pursuant to the FASB standards in effect prior to the issuance by FASB on February 25, 2016 of Accounting Standards Update No. 2016-02 (including without limitation with respect to structuring renewal options).</p>

Rent Determination Process

For a period of sixty (60) days following Molina Kentucky's receipt of written notice from JCPS that the Proposal Acceptance Condition has been satisfied (such 60-day period being herein called the "**Negotiation Period**"), Molina Kentucky and JCPS shall use commercially reasonable efforts to agree upon the fair market annual rent (the "**Fair Market Rent**") for the Premises, with the Fair Market Rent being determined as if the Premises were improved by plans and specifications approved by Molina Kentucky and taking into account any landlord obligations and any restrictions on use set forth in the Administration Building Lease or otherwise affecting the Premises. If Molina Kentucky and JCPS have not reached agreement upon the Fair Market Rent for the Premises (which agreement shall be deemed to have been made only if set forth in a writing signed by Molina Kentucky and JCPS) prior to the expiration of the Negotiation Period, then on or prior to the expiration of the Negotiation Period either party may elect in a writing delivered to the other party to implement the procedures set forth in the following paragraphs.

With respect to the determination of the Fair Market Rent, if, after the Negotiation Period, the parties are unable to agree upon the Fair Market Rent, then each party shall engage an independent MAI Appraiser (defined below) which MAI Appraisers shall promptly prepare a determination of the Fair Market Rent and give notice thereof to each other and to Molina Kentucky and JCPS. Such two MAI Appraisers shall have ten (10) business days after the receipt of notice of each other's determination to confer with each other and to attempt to reach agreement as to the determination of Fair Market Rent. If such two MAI Appraisers shall concur as to the determination of the Fair Market Rent, such concurrence shall be final and binding upon Molina Kentucky and JCPS. If such two MAI Appraisers shall fail to concur, then such two MAI Appraisers, within the next ten (10) days, shall designate a third MAI Appraiser, which third MAI Appraiser shall, within ten (10) days of designation, choose one of the determinations (and no other) of the two MAI Appraisers originally selected by the parties and the choice by the third MAI Appraiser shall be binding upon Molina Kentucky and JCPS. In making such determination, each appraiser shall consider the other provisions hereof, rentals received in the general market area in which the Properties are located for similar buildings of comparable characteristics, including, but not limited to, comparable lease terms, age, condition and classification. Each party shall bear the costs and expenses incurred with the MAI Appraiser chosen by such party and any related appraisals. The cost of the third MAI Appraiser and any related appraisals shall be split equally between the parties. The determination of the appraiser as to the Fair Market Rent shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. "**MAI Appraisers**" shall mean nationally recognized firms or individuals, each of whom shall have not less than five (5) years' experience in appraising commercial real estate in Jefferson County, Kentucky.

If the initial appraisers are not able to agree upon the selection of a third MAI Appraiser timely, Molina Kentucky and JCPS shall make the appropriate filing requesting the appointment of an independent arbitrator by the United States District Court for the Western District of Kentucky, subject to the rules of such courts regarding recusal of judges. If such court does not appoint the third MAI Appraiser within thirty (30) days, then the parties shall request that such independent MAI Appraiser be appointed within fifteen (15) days by the American Arbitration Association in accordance with its rules of commercial arbitration, but subject to the requirements herein for the

appointment of arbitrators. In the event of the failure, refusal or inability of any selected MAI Appraiser to act, a new MAI Appraiser shall be appointed in his or her stead by whichever party had selected such appraiser who fails, refuses or is unable to act.

For the purposes of the "Rent Determination Process" set forth in this Exhibit F, all references to JCPS shall be references to the Board of Education or a third party developer if that party is the "landlord" or "sublandlord" under the Administration Building Lease.

EXHIBIT G

FORM OF OWNER'S AFFIDAVIT

OWNER'S AFFIDAVIT

Commitment No. [_____]

SUBJECT PROPERTY: The land more particularly described on **Exhibit "A"** attached hereto and made a part hereof and incorporated herein for all purposes.

STATE OF [_____]

COUNTY OF [_____]

Before me, the undersigned authority, on this date personally appeared [_____], solely in [his/her] capacity as [_____] of [_____], a [_____] ("Grantor"), and not in [his/her] individual capacity, personally known to me to be the person whose name is subscribed hereto and upon his oath deposed and represented to [TITLE COMPANY], that to [his/her] current actual knowledge there are:

1. No unpaid debts incurred by or on behalf of Grantor for any personal property or fixtures that are located on the Subject Property described above, and there are no security interests on such Subject Property secured by financing statements, security agreements or otherwise except those set forth in the title commitment issued in conjunction with this transaction and the following:

Secured Party	Approximate Amount
[None]	[None]

2. No loans secured by lien or liens (including Federal or State Liens and Judgment Liens) of any kind on the Subject Property except those set forth in the title commitment issued in conjunction with this transaction and the following:

[None]

3. All labor and material used in the construction of improvements by Grantor on the above-described property during Grantor's ownership of the Subject Property that are due and payable have been paid for or satisfied. There are no unpaid amounts that are due and payable for labor or material supplied to the Subject Property and no claims against the improvements located on the Subject Property related to labor or materials provided to the Subject Property at the direction of Grantor, except as described below:

4. There are no parties in possession of the Subject Property or leases affecting the Subject Property.

5. All representations and statements made herein (i) are limited to and based upon the undersigned's current actual knowledge, (ii) are limited to Grantor's period of ownership, and (iii) are qualified as to any matters reflected herein or in any title commitment or title policy issued by [_____]. The undersigned executes this affidavit solely in their capacity as [_____] of Grantor and shall have no personal liability whatsoever under this affidavit.

[Signature Page to Follow]

EXHIBIT A

Legal Description

EXHIBIT B

Leases

[None]

SCHEDULE 2(g)

Contracts

1. Security Services Agreement by and between Conner Stone Consulting Limited Liability Company and University Health Care Inc. dba Passport Health Plan, dated as of August 26, 2019.
2. General Contract for Services by and between University Health Care Inc. dba Passport Health Plan and ACT'S 2 & 38 LAWNCARE LLC, dated as of April 12, 2018.

Owner also discloses that prior owners may have entered into certain services agreements, maintenance contracts, construction contracts, development contracts, architectural contracts, equipment leasing agreements, warranties, guarantees, bonds (including, without limitation, bonds in favor of any governmental or regulatory authority), or other contracts for the provision of labor, services, materials or supplies relating to the Property (the "**Prior Owner Contracts**"). Owner specifically excluded all Prior Owner Contracts from the conveyance from the prior owner into Owner. Owner did not have the Prior Owner Contracts assigned to Owner, Owner has not confirmed whether the Prior Owner Contracts are currently in effect or if any obligations survive under the Prior Owner Contracts.

IN WITNESS WHEREOF, Owner and JCPS have executed this Agreement as of the day and year first above written.

OWNER:

2028 WEST BROADWAY, LLC,
a Delaware limited liability company

By: _____

Name: Salvador Gutierrez

Title: Vice President, Facilities

[Remainder of page intentionally left blank. Additional signature pages follow.]

IN WITNESS WHEREOF, Owner and JCPS have executed this Agreement as of the day and year first above written.

OWNER:

2028 WEST BROADWAY, LLC,
a Delaware limited liability company

By: _____

Name: Salvador Gutierrez

Title: Vice President, Facilities

[Remainder of page intentionally left blank. Additional signature pages follow.]

IN WITNESS WHEREOF, Owner and JCPS have executed this Agreement as of the day and year first above written.

OWNER:

2028 WEST BROADWAY, LLC,
a Delaware limited liability company

By: _____

Name: Salvador Gutierrez

Title: Vice President, Facilities

[Remainder of page intentionally left blank. Additional signature pages follow.]

Molina joins in this Agreement for the sole purpose of acknowledging and agreeing that the NDA, LOI and Access Agreement (each as defined above) are each hereby terminated and are of no further force and effect.

MOLINA HEATHCARE, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

[Remainder of page intentionally left blank. Additional signature pages follow.]

Molina joins in this Agreement for the sole purpose of acknowledging and agreeing that the NDA, LOI and Access Agreement (each as defined above) are each hereby terminated and are of no further force and effect.

MOLINA HEATHCARE, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

[Remainder of page intentionally left blank. Additional signature pages follow.]

Molina joins in this Agreement for the sole purpose of acknowledging and agreeing that the NDA, LOI and Access Agreement (each as defined above) are each hereby terminated and are of no further force and effect.

MOLINA HEATHCARE, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

[Remainder of page intentionally left blank. Additional signature pages follow.]

Molina Kentucky joins in this Agreement for the sole purpose of, subject to the terms and conditions of Section 8 of this Agreement, agreeing to fulfill the obligations applicable to Molina Kentucky set forth in Section 8 of this Agreement.

MOLINA HEATHCARE OF KENTUCKY, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

[Remainder of page intentionally left blank. Additional signature pages follow.]

Molina Kentucky joins in this Agreement for the sole purpose of, subject to the terms and conditions of Section 8 of this Agreement, agreeing to fulfill the obligations applicable to Molina Kentucky set forth in Section 8 of this Agreement.

MOLINA HEATHCARE OF KENTUCKY, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

[Remainder of page intentionally left blank. Additional signature pages follow.]

Molina Kentucky joins in this Agreement for the sole purpose of, subject to the terms and conditions of Section 8 of this Agreement, agreeing to fulfill the obligations applicable to Molina Kentucky set forth in Section 8 of this Agreement.

MOLINA HEATHCARE OF KENTUCKY, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

[Remainder of page intentionally left blank. Additional signature pages follow.]

JCPS:

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

By: _____
Name: Dr. Martin A. Pollio
Title: President

[Remainder of page intentionally left blank. Additional signature pages follow.]

JCPS:

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

By: _____

Name: Dr. Martin A. Pollio

Title: President

[Remainder of page intentionally left blank. Additional signature pages follow.]

JCPS:

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

By: _____
Name: Dr. Martin A. Pollio
Title: President

[Remainder of page intentionally left blank. Additional signature pages follow.]

The Board of Education joins in this Agreement for the sole purposes of (i) acknowledging and agreeing that the NDA, LOI and Access Agreement (each as defined above) are each hereby terminated and are of no further force and effect, (ii) subject to terms and conditions of Section 8 of this Agreement, agreeing to fulfill or cause the Finance Corporation to fulfill, the obligations applicable to the Board of Education and/or the Finance Corporation in Section 8, and (iii) agreeing to be bound by the terms of Sections 2, 8, 9, 10(c), 11, 14, 15, 16, 17 and 19, to the extent set forth in those Sections of this Agreement.

**BOARD OF EDUCATION OF JEFFERSON
COUNTY, KENTUCKY**, a political subdivision of the
Commonwealth of Kentucky, operating as Jefferson County Public Schools

By: _____

Name: Dr. Martin A. Pollio

Title: Superintendent

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

The Board of Education joins in this Agreement for the sole purposes of (i) acknowledging and agreeing that the NDA, LOI and Access Agreement (each as defined above) are each hereby terminated and are of no further force and effect, (ii) subject to terms and conditions of Section 8 of this Agreement, agreeing to fulfill or cause the Finance Corporation to fulfill, the obligations applicable to the Board of Education and/or the Finance Corporation in Section 8, and (iii) agreeing to be bound by the terms of Sections 2, 8, 9, 10(c), 11, 14, 15, 16, 17 and 19, to the extent set forth in those Sections of this Agreement.

**BOARD OF EDUCATION OF JEFFERSON
COUNTY, KENTUCKY**, a political subdivision of the
Commonwealth of Kentucky, operating as Jefferson County Public Schools

By: _____
Name: Dr. Martin A. Pollio
Title: Superintendent

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

The Board of Education joins in this Agreement for the sole purposes of (i) acknowledging and agreeing that the NDA, LOI and Access Agreement (each as defined above) are each hereby terminated and are of no further force and effect, (ii) subject to terms and conditions of Section 8 of this Agreement, agreeing to fulfill or cause the Finance Corporation to fulfill, the obligations applicable to the Board of Education and/or the Finance Corporation in Section 8, and (iii) agreeing to be bound by the terms of Sections 2, 8, 9, 10(c), 11, 14, 15, 16, 17 and 19, to the extent set forth in those Sections of this Agreement.

**BOARD OF EDUCATION OF JEFFERSON
COUNTY, KENTUCKY**, a political subdivision of the
Commonwealth of Kentucky, operating as Jefferson County Public Schools

By: _____
Name: Dr. Martin A. Pollio
Title: Superintendent

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

JOINDER BY ESCROW AGENT

Escrow Agent hereby joins in this Agreement as Escrow Agent for the sole purpose of agreeing to comply with the terms hereof applicable to it as Escrow Agent.

ESCROW AGENT:

WYATT, TARRANT & COMBS, LLP,
a Kentucky limited liability partnership,
as title agent to Commonwealth Land Title Insurance Company

By: _____

Name: _____

Title: _____

Date of Execution: _____

Attachments:

Exhibit A - Description of Land

Exhibit B - Form of Deed

Exhibit C - Form of Assignment Agreement

Exhibit D - Form of Memorandum of Agreement

Exhibit E - Certificate of Non-Foreign Status

Exhibit F - Material Terms for Administration Building Lease

Exhibit G - Form of Owner's Affidavit

Schedule 2(g) – Contracts

JOINDER BY ESCROW AGENT

Escrow Agent hereby joins in this Agreement as Escrow Agent for the sole purpose of agreeing to comply with the terms hereof applicable to it as Escrow Agent.

ESCROW AGENT:

WYATT, TARRANT & COMBS, LLP,
a Kentucky limited liability partnership,
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