



REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT (this “Agreement”) is made and entered into as of October __, 2025, which date is the last of JCPS and KFC to sign this Agreement (the “Effective Date”) by and between **KFC CORPORATION**, a Delaware corporation (“**KFC**”) and **BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY**, operating as Jefferson County Public Schools (“**JCPS**”). KFC and JCPS are hereinafter sometimes collectively referred to as the “parties” and separately referred to as a “party”.

RECITALS:

WHEREAS, KFC is the owner in fee simple of that certain real property in Louisville, Kentucky (i) having a street address of 1441 Gardiner Ln. and Parcel ID: 0608-0235-0000, (ii) having a street address of 1900 Gardiner Ln. and Parcel ID: 0608-0236-0000, (iii) having a street address of 1950 Colonel Sanders Ln. and Parcel ID: 086G-0064-0000 and (iv) having a street address of 1870 Allgeier Ct. and Parcel ID: 086F-0017-0000, as more specifically shown on **Exhibit A** attached hereto, together with any and all improvements thereon and appurtenances thereto (collectively, the “Property”);

WHEREAS, KFC desires to donate and convey the Property;

WHEREAS, JCPS is a political subdivision of the Commonwealth of Kentucky and desires to accept said donation of the Property as authorized under Kentucky law to be used to further its public purposes; and

WHEREAS, KFC and JCPS desire to enter into this Agreement to memorialize the terms and conditions regarding the Property donation and to confirm those terms and conditions relating to the Property donation in preparation for closing and transfer of title to the Property from KFC to JCPS.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency is hereby acknowledged, KFC and JCPS agree as follows.

WITNESETH:

1. **Incorporation of Recitals.** The representations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in herein.

2. **Donation and Acceptance.** KFC agrees to convey and transfer the Property to JCPS and JCPS agrees to accept the conveyance and transfer of the Property as a gift and/or donation from KFC subject to all of the terms, conditions and provisions provided for herein under this Agreement. The Property is to be donated by KFC to JCPS as a charitable gift and/or donation.

3. **Valuation of Donation.** KFC will have the Property appraised prior to the Closing (as defined below) to determine the donation value. KFC will provide a copy of the final appraisal

3. Valuation of Donation. KFC will have the Property appraised prior to the Closing (as defined below) to determine the donation value. KFC will provide a copy of the final appraisal to JCPS prior to the Closing. KFC will make preliminary appraisals available to JCPS upon request, subject to any valuations contained therein remaining confidential. The appraisal will be performed by a qualified appraiser. The Property will be appraised in as-is condition. KFC shall make the donation as-is and will not contribute any additional cash or services for the improvement of the Property.

4. Property Materials. To the extent not already provided by KFC and upon reasonable request from JCPS, KFC shall promptly (i.e. within five (5) business days) deliver to JCPS electronic copies of any materials that are in KFC's possession or control pertaining to the Property, including without limitation surveys, title exams, title policies, permits and environmental and geotechnical reports (the "KFC Property Materials").

5. Due Diligence Inspections. On or before November 15, 2025 (subject to the last sentence of this paragraph, the "Due Diligence Period"), JCPS may examine the KFC Property Materials, may examine title and obtain a commitment for an owner's title insurance policy, and may perform any other examination or inspection of the Property that JCPS desires, including without limitation, obtaining surveys, obtaining an appraisal, examining matters of zoning, access and utility service, wetlands, and inspecting the physical and environmental condition of the Property, in order to determine the feasibility of the Property for JCPS's intended use as determined by JCPS in JCPS's sole discretion. Subject to KFC's written consent, JCPS shall have the right to end the Due Diligence Period early and proceed to Closing at any time upon JCPS's written election to do so.

JCPS and JCPS's employees, agents, contractors, and representatives ("JCPS's Representatives") shall have the right, upon providing five (5) days' prior notice to KFC, to access the Property during normal business hours for JCPS's inspection activities, which inspections shall be conducted in such a manner as to minimize disruption of the facilities of KFC. JCPS will use best efforts to schedule times for site access and any related tours or inspections only on either Mondays or Fridays. JCPS will also attempt to consolidate requests for JCPS's Representatives to access the Property, when appropriate and applicable.

Except for the gross negligence or willful misconduct of KFC, JCPS assumes all risks associated with any entries to or inspections of the Property by JCPS Representatives under this Agreement. KFC shall have the right to have a representative of KFC present at all inspections. JCPS shall immediately cause the removal of any liens filed against the Property by reason of such examination or inspection. JCPS shall repair any damage to the Property resulting from access to and inspections of the Property by JCPS or JCPS's Representatives. JCPS's obligation to repair any damage to the Property resulting from JCPS's access to or inspection of the Property shall survive any termination of this Agreement. If as a result of such review, examination and investigation, JCPS determines that the Property is unsuitable for JCPS's intended use for any reason or for no reason, as determined by JCPS in JCPS's sole discretion, JCPS shall so notify KFC in writing no later than the last day of the Due Diligence Period of JCPS's election to terminate the Agreement, in which event this Agreement shall automatically be terminated, and neither party shall have any further responsibility hereunder except to the extent expressly stated in this Agreement.

6. Casualty and Condemnation. If, prior to Closing, all or any part of the Property (excluding any immaterial portion that does not affect the value of the Property) shall be damaged by fire or other casualty or condemned by governmental or other lawful authority, any casualty or condemnation proceeds or claims therefor shall remain to the benefit of KFC and JCPS shall have the option of (i) proceeding with the acquisition of the Property (with no casualty or condemnation proceeds), or (ii) terminating this Agreement, and neither party shall have any rights against the other under this Agreement except to the extent expressly stated in this Agreement.

7. Conveyance of Title; Closing Documents. Subject to the terms and conditions set forth in this Agreement and the contemporaneous performance by JCPS of its obligations set forth herein, at Closing, KFC shall (i) convey to JCPS, by special warranty deed (the "Deed") marketable fee simple title to the Property, free and clear of any and all liens, leases, memorandums of leases and rights of possession or occupancy, but subject to non-delinquent ad valorem property taxes (which shall be pro-rated by KFC and JCPS at the Closing (as defined below) on a calendar year basis in accordance with Kentucky custom) and otherwise subject to easements, rights-of-way, covenants, conditions, restrictions and stipulations of record; (ii) execute and deliver an owner's affidavit and a certificate of non-foreign status that is reasonably acceptable to JCPS and permits the removal of the standard exceptions from an owner's title insurance policy; (iii) deliver such other releases or other instruments as may be reasonably required by the Title Company (as defined below) or JCPS to effectuate the transaction contemplated by this Agreement; and (iv) execute and deliver such other documents typically delivered in Kentucky real estate transactions as JCPS may reasonably request and KFC may reasonably approve consistent with the provisions of this Agreement, such as an IRS Form 1099-s. KFC and JCPS shall each execute and deliver a settlement or closing statement, if required or deemed advisable by either party. Notwithstanding the foregoing, to the extent permitted by applicable law, the Deed will also be subject to a restrictive covenant whereby the primary use of the Property for a period of three (3) years following Closing will be limited to educational or other administrative purposes by a non-profit; provided, however, that such use restriction will not apply to KFC or its affiliates during their occupancy of the Property following Closing pursuant to Section 35 below.

8. Closing Costs. Notwithstanding anything to the contrary contained herein, Closing costs shall be paid as provided herein. KFC shall pay the transfer tax, if any, due upon recording the Deed, KFC's attorney's fees, and the cost of preparing and recording any releases of existing liens, leases, memorandums of leases and other similar encumbrances. All other Closing costs shall be paid by JCPS.

9. KFC's Representations and Warranties. KFC does affirmatively hereby represent and warrant to JCPS that:

A. KFC is duly organized, validly existing and in good standing under the laws of the state of Delaware and has full power and authority to enter into this Agreement, to carry out KFC's obligations hereunder and to sell the Property.

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

C. KFC owns fee simple title to the Property.

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

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

F. KFC is not obligated to obtain any consent or approval that is required by any governmental authority or any other third party in order to fully effect the closing of the transaction contemplated by this Agreement.

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

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

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

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

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

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

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

10. JCPS’s Representations and Warranties. JCPS does affirmatively hereby represent and warrant to KFC that:

A. JCPS is a body politic and corporate created pursuant to Section 160.160 (1) of the Kentucky Revised Statutes and, upon JCPS obtaining the consents and approvals described in Section 15C., JCPS shall have full power and authority to carry out its obligations hereunder.

B. Upon JCPS obtaining the consents and approvals described in Section 15C., the execution and delivery of this Agreement by JCPS to KFC and the carrying out of the provisions hereof by JCPS shall be duly authorized by all necessary action of JCPS, and this Agreement shall constitute the valid and binding obligation of JCPS, enforceable against JCPS in accordance with its terms.

C. Following the Closing and upon KFC and its affiliates vacating the Property, JCPS intends to occupy and use the Property as its primary central administrative office space.

11. Title Commitment; Survey. If JCPS desires title insurance or a survey of the Property, JCPS shall obtain, at JCPS’s sole expense, (a) a title insurance commitment (the “Title Commitment”) issued by Commonwealth Land Title Insurance Company (or its title agent) (“Title Company”) with respect to the Property, together with true, accurate and complete copies of all instruments and other matters of record affecting title to the Property, and (b) an ALTA/NSPS survey of the Property, prepared by a surveyor selected by JCPS (the “Survey”). KFC will reasonably cooperate with requests made by JCPS with regards to title objections, to the extent such objections relate to general, standard title exceptions typically removed through reasonable cooperation. If JCPS objects to any title matter, JCPS shall notify KFC in writing of such title objection on or prior to the expiration of the Due Diligence Period. KFC shall have ten (10) business days after receipt of JCPS’s title objections to notify JCPS whether KFC elects, in KFC’s sole discretion, to cure any of JCPS’s noticed title objections. JCPS shall have five (5) business days after receipt of KFC’s election to cure, not to cure or otherwise address any title objections made by JCPS, if any, to consider such election and during such period JCPS shall have the right to terminate this Agreement. If KFC elects to cure or otherwise address at or before the Closing any title objections made by JCPS and KFC does not do so, JCPS shall have the right to terminate this Agreement. JCPS may elect to update the Title Commitment from time to time until the Closing (each, an “Update”). To the extent one or more of the Updates shows matter(s) not disclosed in the initial Title Commitment or a prior Update, then JCPS shall have the opportunity to object to such newly disclosed matters within five (5) business days following receipt of such

Update. In the event of such an objection, the newly disclosed matter shall be treated as a JCPS's objection and the procedures set forth above for a title objection shall then be applicable (including JCPS's right to terminate this Agreement).

12. Costs and Expenses. As an inducement for KFC entering into this Agreement, and if, absent a default by KFC or JCPS's termination of this Agreement pursuant to its right to do under Section 6, Section 11 and Section 35 of this Agreement, JCPS terminates this Agreement after the expiration of the Due Diligence Period, to the extent permitted by applicable law KFC shall be entitled to recover from JCPS and JCPS agrees to pay to KFC an amount equal to KFC's actual out-of-pocket costs resulting from its efforts to consummate the donation of the Property to JCPS, such amount not to exceed Fifty Thousand and 0/100 Dollars (\$50,000.00).

13. KFC's Covenants. From and after the Effective Date through Closing, KFC shall:

A. Not enter into any contract with respect to the Property that will survive the Closing, without JCPS's prior written consent, which shall not be unreasonably withheld or delayed;

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

C. Not apply for or consent to any change or modification with respect to the zoning of the Property without JCPS's prior written consent, nor allow any liens or encumbrances to be placed on the Property which would survive Closing unless agreed to in writing by JCPS.

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

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

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

C. KFC shall have entered into either (i) a new lease for operations in Louisville, Kentucky and begun occupying the new space or (ii) the Lease (as defined in Section 35 below) at Closing.

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

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

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

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

D. JCPS shall have not terminated this Agreement pursuant to its right to do so under Section 5, Section 6, Section 11, Section 35 and Section 37 of this Agreement.

16. Attorney's Fees; Default Notices. In the event either party hereto employs an attorney because of the other party's default, to the extent permitted by applicable law, the defaulting party shall pay the non-defaulting party's reasonable attorney's fees incurred in the enforcement of this Agreement if such non-defaulting party (or its successors in interest) is the prevailing party relating to such default in the enforcement action. No default by either party shall result in a termination or limitation of any rights of such party hereunder unless and until the other party shall have notified the defaulting party in writing of said default and the defaulting party shall have failed to cure said default within ten (10) days after the receipt of said notice. For clarity, the foregoing sentence shall not affect or pertain to any of JCPS's termination rights under Section 5, Section 6, Section 11, Section 35 and Section 37 of this Agreement

17. Brokerage Fees. KFC hereby represents and warrants to JCPS that KFC has not dealt with any broker, consultant, finder or like agent who might be entitled to any compensation in connection with the sale of the Property to JCPS except for CBRE, Inc. JCPS hereby represents and warrants to KFC that JCPS has not dealt with any broker, consultant, finder or like agent who might be entitled to any compensation in connection with the purchase of the Property from KFC.

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

If to KFC:

KFC Corporation
c/o Yum! Brands, Inc.
1441 Gardiner Lane
Louisville, KY 40213
Attn: Carson Stewart, Chief Legal Officer, Yum! Corporate
Email: Carson.Stewart@yum.com

With a copy to:
Frost Brown Todd LLP
400 West Market, Suite 3200
Louisville, KY 40202

Attn: Tanner Nichols
Email: tnichols@fbtlaw.com

If to JCPS: Jefferson County Public Schools
CB Young Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209
Attn: Ryan Kidd, Coordinator Capital Projects
Email: ryan.kidd@jefferson.kyschools.us

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

19. Closing. The closing of the transaction contemplated by this Agreement shall occur on or before thirty (30) days after the end of the Due Diligence Period (the “Closing”) at the office of the JCPS’s counsel, or such other place, manner (including a remote escrow closing whereby signatures would be exchanged and closing funds would be transferred without the parties physically meeting) and time mutually agreed upon by the parties.

20. Utilities. If the Closing occurs without the Lease (as defined in Section 35 below), KFC shall make commercially reasonable efforts in good faith to cause all utility meters (if any) to be read as of the day of Closing and transfer or cancel, in JCPS’s discretion, service (if any) as of that date, in which event KFC shall be responsible for all charges to the date the meters (if any) are read, and JCPS shall obtain service and be responsible for all charges (if any) thereafter. In such event, to the extent meters (if any) are not read on that date, or to the extent utility charges are otherwise not ascertainable on the date of Closing, JCPS and KFC shall make such post-closing adjustments as are necessary to cause KFC to pay all charges through and including the day of Closing and to cause JCPS to pay all charges on thereafter.

21. Cooperation. Each party agrees to reasonably cooperate with the other in taking such steps as are necessary to document the transaction and to complete all forms and filings with the Internal Revenue Service and state and local governments.

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

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

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

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

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

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

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

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

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

31. Governing Law: Waiver of Jury Trial. This Agreement shall be construed in accordance with the laws of the state in which the Property is located. **Each party hereby waives, to the extent permitted by applicable law, its rights to a Jury trial of any such suit, action or proceeding arising from or in connection with this Agreement and the transactions contemplated hereunder.** In addition, each party hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof in the state or county in which the Property is located, and hereby further irrevocably waives, to the extent permitted by applicable law, any claim that any suit, action or proceeding brought in any such court has been brought in an inconvenient forum, except that either party may seek temporary injunctive relief in any venue of its choosing.

32. Survival of Representations and Warranties. All representations and warranties of KFC and JCPS contained in this Agreement shall survive Closing for a period of six (6) months from the date of Closing. Any terms and covenants contained in this Agreement pertaining to actions to be performed after the Closing shall survive the Closing.

33. As Is, Where Is. JCPS acknowledges that except as otherwise expressly set forth in this Agreement, neither KFC nor any agent, attorney, employee, or representative of KFC has made any representation whatsoever regarding the subject matter of this conveyance, or any part thereof, including (without limiting the generality of the foregoing) representations as to the physical nature or condition or suitability of the Property transferred to JCPS hereunder; and that subject to KFC's representations and warranties expressly made in this Agreement and in closing documents for the Closing, in executing, delivering, and/or performing its duties and obligations under this Agreement, does not rely upon any statement and/or information to whomsoever made or given, directly or indirectly, verbally or in writing, by any individual, firm, or corporation. JCPS

agrees, subject to KFC's representations and warranties expressly made in this Agreement and in closing documents for the Closing, to take the Property to be transferred to JCPS hereunder "AS IS," as of the date hereof and as of the date of closing.

34. Public Announcements. Each party agrees to reasonably cooperate and coordinate regarding the issuance of any press release or other public announcement with respect to the transactions contemplated hereby.

35. Lease Back. If KFC has not yet entered into a new lease for operations in Louisville, Kentucky and begun occupying such new space, and if JCPS has not terminated (and does not terminate) this Agreement and desires to proceed with the Closing, subject to the terms and conditions herein, JCPS will accommodate an extended transition period for KFC to exit the premises by leasing back the Property to KFC or its applicable affiliate at Closing for a period of six (6) months, or such longer time until KFC or its applicable affiliate has begun occupying its new space not to exceed one (1) year (the "Lease"). The final form of the Lease (if any) shall be negotiated by the parties during the Due Diligence Period in a commercially reasonable manner but, to the extent permitted by applicable law, will be provided without base rent considering the donation of the Property to JCPS. The Lease (if any) 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 effective date thereof, including but not limited to 702 KAR 4:090 and 702 KAR 3:340. The Lease (if any) and any rent (or lack of rent) therein shall be subject to any approvals required by applicable law including without limitation approval of the chief state school officer and the Kentucky Department of Education. JCPS shall make good faith efforts to obtain such approvals; provided, however, if despite such good faith efforts JCPS does not receive such approvals, JCPS shall have the right to terminate this Agreement. KFC as the tenant would be responsible for all expenses for the Property during its occupancy including without limitation real estate taxes (if any), insurance, utilities, maintenance and repairs.

36. Donation of Personal Property. During the turnover of possession of the Property following either (i) the Closing, or (ii) the expiration of the Lease and KFC occupying the new space for operations in Louisville, Kentucky, some of the fixtures, furniture, equipment, machinery, and other personal property located in or on the Property may remain at the Property provided that (and so long as) it is not encumbered by any liens or subject to any existing, pending or threatened third party claims (the "Personal Property"). To the extent that KFC does not want such Personal Property, KFC shall be permitted to leave the Personal Property at the Property, and the Personal Property will be included in the donation to JCPS. KFC shall use best efforts to identify and notify JCPS of what Personal Property it intends to leave on the Property at least thirty (30) days before vacating the Property, and KFC shall make good faith efforts to promptly provide updates to JCPS regarding the status of such identification and notification upon JCPS's request. The parties agree to execute a bill of sale or any other documents necessary to effectuate the donation of the Personal Property.

37. KDE Approval. JCPS shall make good faith efforts to obtain the consents and approvals described in Section 15C.; provided, however, if despite such good faith efforts JCPS does not receive such consents and approvals, JCPS shall have the right to terminate this Agreement.

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

KFC:

KFC CORPORATION, a Delaware corporation

By: CT Stewart

Name: Carson T. Stewart

Title: Chief Legal Officer, Yum! Corporate
Attorney-in-fact

Date Signed: 10/1/25

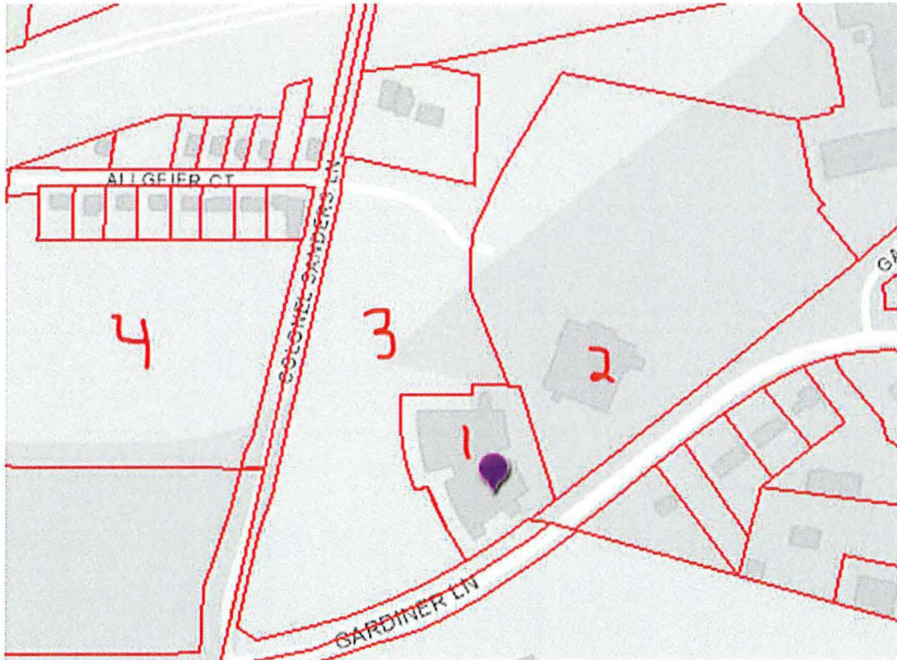
JCPS:

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

By: _____
Dr. Brian Yearwood, Superintendent

Date Signed: _____

EXHIBIT A



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