

LEASE

THIS LEASE (this "Lease") is made and entered into as of December ____, 2025, which date is the last of Landlord and Tenant to sign this Lease (the "Effective Date"), by and between **BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY**, operating as Jefferson County Public Schools, as landlord ("Landlord") and **YUM! BRANDS, INC.**, a North Carolina corporation, as tenant ("Tenant").

WITNESSETH:

Landlord, in consideration of the donation of the Leased Premises (as defined below) by Tenant's subsidiary, KFC Corporation, to Landlord as a charitable gift and/or donation and in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby demise and lease unto Tenant and Tenant does hereby take and lease from Landlord on the terms and conditions hereinafter set forth, the buildings and related improvements situated on tracts of land (i) having a street address of 1441 Gardiner Ln. and Parcel ID: 0608-0235-0000 consisting of approximately 9.8168 acres, (ii) having a street address of 1900 Gardiner Ln. and Parcel ID: 0608-0236-0000 consisting of approximately 1.8139 acres, (iii) having a street address of 1950 Colonel Sanders Ln. and Parcel ID: 086G-0064-0000 consisting of approximately 10.2399 acres and (iv) having a street address of 1870 Allgeier Ct. and Parcel ID: 086F-0017-0000 consisting of approximately 6.5945 acres (collectively, the "Leased Premises").

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. **LEASE TERM.** The term of this Lease (the "Lease Term") shall commence on the Effective Date and shall end on the later to occur of (i) the date that is six (6) months after the Effective Date and (ii) the date that Tenant or its applicable affiliate has begun occupying new space (the "Occupancy of New Space Date") not to exceed one (1) year, unless sooner terminated by Landlord after a default by Tenant or pursuant to Section 20 or Section 21 below (the "Lease Term"). For the purpose of clarity, in no event shall the Lease Term exceed one (1) year. Tenant shall notify Landlord of the Occupancy of New Space Date on or before the Occupancy of New Space Date. Tenant shall make good faith efforts to (i) notify Landlord of the Occupancy of New Space Date at least thirty (30) days before vacating the Leased Premises and (ii) provide updates to Landlord regarding the status of Tenant's efforts to occupy new space and the anticipated Occupancy of New Space Date upon Landlord's request.

2. **RENT.** There shall be no base rent in consideration of the donation of the Leased Premises to Landlord. All rental costs payable by Tenant (if any) shall be paid to Landlord at Landlord's address set forth herein, and shall be paid without previous demand therefore by Landlord. The parties acknowledge and agree that the fair market rental value of the Leased Premises as of the Effective Date is \$_____ per month, as determined by Valbridge Property Advisors pursuant to that certain Appraisal Report dated _____. This Lease will be provided without base rent considering the donation of the Property to Landlord.

3. **AS-IS.** Landlord and Tenant agree that Landlord is leasing the Leased Premises to Tenant "as is, where is, with all faults" and makes no warranties or representations whatsoever

as to the condition of the Leased Premises. Tenant agrees that Tenant has thoroughly inspected the Leased Premises for its use and that Tenant's occupancy of the Leased Premises on the Effective Date evidences Tenant's acceptance of the Leased Premises as being in a suitable and leasable condition in accordance with the terms of this Lease. Landlord is not required to perform any work, maintenance, repair, replacements or improvements on or to the Leased Premises.

4. USE. The Leased Premises shall be used and occupied exclusively for corporate office use in connection with Tenant's normal business operations as a restaurant company, and for no other purposes without Landlord's prior written consent. In no event shall Tenant make any use of the Leased Premises which is in violation of any applicable laws, rules, codes, ordinances and regulations, nor shall Tenant make any use of the Leased Premises which constitutes a nuisance, or which results in the cancellation of any insurance policy applicable to the Leased Premises.

5. TAXES AND ASSESSMENTS. Tenant shall pay any and all real estate taxes and real estate assessments levied by any governmental body against the Leased Premises during the Lease Term and applicable to the Lease Term. Tenant shall pay any and all taxes and assessments levied by any governmental body with respect to the Leased Premises and the Lease Term upon or on account of (a) Tenant's operations at the Leased Premises or conduct of business in or from the Leased Premises by or with the permission of Tenant and (b) Tenant's trade fixtures, furniture, equipment, machinery and other personal property in the Leased Premises.

6. UTILITIES. Tenant shall pay for all water, gas, electricity and sewer services furnished to the Leased Premises during the Lease Term. Tenant shall also pay for all telephone, internet, cable/satellite and other communication services furnished to the Leased Premises during the Lease Term. Tenant shall make all arrangements for and shall fully and promptly pay for installation of any such utility and communication services or equipment used by Tenant relating to such utility and communication services and all usage fees relating thereto, and Tenant shall indemnify, defend and hold harmless Landlord against any and all damages or liabilities in connection therewith.

7. REPAIR AND MAINTENANCE OF LEASED PREMISES.

A. Tenant, at Tenant's expense, shall keep and maintain the Leased Premises in neat, clean, good and orderly condition, including performing repairs and maintenance on and to the roof and building foundation and all floors, walls, windows, gutters, downspouts, walkways, yard areas, parking areas, mechanical systems, electrical wiring, hot water heaters, plumbing, sewage systems, telecommunications systems, heating systems, ventilation systems, air conditioning systems and alarm and security systems in or on the Leased Premises or that serve the Leased Premises, including without limitation, snow and ice removal. Any and all of such repairs and repairs work shall be performed in compliance with all applicable laws, rules, codes, ordinances and regulations, and in a good and workmanlike manner, with quality equal to or better than the quality of same as of the Effective Date. In the event Landlord determines, in Landlord's sole and reasonable discretion, that Tenant is not fulfilling Tenant's repairs and maintenance obligations under this Section 7, Landlord shall have the right to cause such

obligations to be fulfilled in any manner Landlord deems necessary or appropriate, in which case Tenant shall pay to Landlord upon demand by Landlord, as rental costs, the reasonable cost of same.

B. Tenant, at Tenant's expense, shall be responsible during the Leased Term for any janitorial and cleaning services and all trash removal.

C. Tenant, at Tenant's expense, shall be responsible during the Lease Term for supervising the Leased Premises and maintaining a reasonable security service in place for the Leased Premises including an alarm system.

D. Tenant shall not do or suffer anything to be done whereby the Leased Premises is encumbered by any mechanic's, materialmen's or other lien. Tenant shall, whenever and as often as any mechanic's or materialmen's lien is filed which purports to attach thereto and to be for labor performed or material furnished to Tenant, discharge the same of record within thirty (30) days after the date of filing, or contest the same in good faith and indemnify, defend and hold Landlord harmless against any loss, cost, damage or expense (including reasonable attorneys' fees) relating thereto.

E. Tenant shall promptly notify Landlord in writing (or, in the case of an emergency, by telephone) of any defect in the Leased Premises. Landlord shall have the right (but not the obligation) to instruct Tenant to comply with reasonable requirements that Landlord considers to be necessary or appropriate for remedying such defects, including without limitation requirements as to the manner in which and the times at which such work shall be done and the contractor or subcontractors to be selected to perform such work, and in each such instance Tenant shall comply with such requirements. Upon Landlord's request, Tenant shall promptly provide any documentation and information within Tenant's possession or control relating to such work including without limitation, plans, specifications, contracts and proof of payment by Tenant for all labor and materials. Any maintenance, repairs or replacements shall become a part of the realty and the property of Landlord and shall not be removed by Tenant.

8. Reserved.

9. LANDLORD'S INSURANCE. At Landlord's sole cost and in addition to the similar insurance obtained by Tenant pursuant to Section 10 below, Landlord may procure and keep in force insurance on buildings and other insurable structural improvements on the Leased Premises to the extent Landlord deems necessary or appropriate, in Landlord's sole discretion, insuring the same against loss or damage by fire and such other hazards, casualties and contingencies as are included under insurance policies written on a special form basis. Tenant covenants that Landlord shall not be liable for damage to or destruction of Tenant's property by fire or other casualty from any cause whatsoever except for damage or destruction caused by Landlord's gross negligence or willful misconduct. Landlord shall have the right to procure and keep in force any other type of insurance coverage relating to the Leased Premises including without limitation commercial general liability insurance, to the extent Landlord deems necessary or appropriate (if any), in Landlord's sole discretion.

10. TENANT'S INSURANCE. Tenant at all times during the Lease Term shall, at Tenant's sole cost and expense, procure or cause to be procured and keep in force and effect the following:

A. Commercial general liability insurance covering personal injury, death and property damage, with a minimum combined single limit of liability of not less than Two Million and No/100 Dollars (2,000,000.00) per occurrence and a general aggregate limit of not less than Three Million and No/100 Dollars (\$3,000,000.00).

B. Commercial auto liability insurance covering any owned, non-owned and hired vehicles to be used in and out of the facilities with a combined single limit for bodily injury and property damage of not less than One Million and No/100 Dollars (\$1,000,000.00).

C. Umbrella liability insurance in an amount not less than Ten Million Dollar and No/100 Dollars (\$10,000,000.00).

D. Workers' compensation insurance as statutorily required.

E. "All Risks" property insurance on the buildings, other insurable structural improvements, and contents of the Leased Premises in commercially reasonable amounts, insuring against loss or damage by fire and such other hazards, casualties and contingencies. Tenant shall include Landlord as additional loss payee under such policy.

Each such policy of insurance shall name Landlord therein as additional insured with a blanket additional insured endorsement and shall be issued by an insurer having AM Best's (or the equivalent of Best's) financial strength rating of "A" or better and a financial size category of "VII" or greater. Premiums for all policies of insurance herein referred to and all renewals thereof shall be paid by Tenant on or before the beginning date of the next annual policy or renewal period and if requested by Landlord a copy of the policy or policies shall be furnished to Landlord by Tenant promptly upon the issuance of each policy or renewal thereof. Failure to keep or maintain such insurance or failure to pay the premium when due as provided above, shall be an event of default under this Lease.

Tenant shall furnish Landlord with a certificate or certificates of insurance confirming the existence and continuity of all coverage described in this Section 10 upon request. All policies maintained by Tenant shall be in conformance with the requirements of this Lease and shall, to the extent feasible, contain an endorsement requiring at least thirty (30) days' advance written notice to Landlord of cancellation, material change or intent not to renew and written notice to Landlord for non-payment of a premium within thirty (30) days of the date such payment was due.

11. INDEMNITY. Tenant shall indemnify, defend and hold Landlord and Landlord's agents, heirs, personal representatives, successors and assigns harmless from any and all rights and claims for losses, damages, costs, expenses (including reasonable attorney's fees) and liabilities of any kind (including without limitation property loss, bodily injury and death) arising from or in connection with the Tenant's use, maintenance and/or repair of the Leased Premises (collectively, "Liabilities"), except to the extent such Liabilities result from Landlord's gross negligence or willful misconduct.

12. RELEASE AND WAIVER OF LIABILITY. Tenant hereby waives and forever releases and agrees to forego any and all rights and claims for Liabilities arising from or in connection with Tenant's use, maintenance and/or repair of the Leased Premises, except to the extent such Liabilities result from Landlord's gross negligence or willful misconduct. Tenant hereby expressly assumes the risk of any and all bodily injuries of any kind or nature whatsoever (including death resulting therefrom) in or about the Leased Premises and damage to and loss of the Leased Premises or Tenant's personal property (including loss of use thereof and any other indirect or consequential damages) arising from, related to or in connection with Tenant's use, maintenance and/or repair of the Leased Premises, except to the extent such Liabilities result from Landlord's gross negligence or willful misconduct.

13. ALTERATIONS AND IMPROVEMENTS. Tenant, at Tenant's expense, may make, or permit to be made, without Landlord's consent, alterations or improvements to the Leased Premises that are cosmetic in nature only and do not involve any structural changes in or to the Leased Premises. Tenant shall not make any alterations to the footprint of any buildings on the Leased Premises and Tenant shall not add, remove or alter any walls, columns or beams on the Leased Premises without Landlord's prior written consent. If Landlord allows Tenant to make any alterations or improvements, Tenant shall make the same in accordance with all applicable laws, rules, codes, ordinances and regulations, in a good and workmanlike manner and in quality equal to or better than the original construction of any buildings and shall comply with such requirements as Landlord reasonably considers necessary or appropriate (if any), including without limitation requirements as to the manner in which and the times at which such work shall be done and the contractor or subcontractors to be selected to perform such work. Upon completion of any such work, if requested by Landlord, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Tenant shall promptly pay all costs attributable to such alterations and improvements and shall indemnify, defend and hold Landlord harmless against any mechanics' liens or other liens, claims and violations filed or asserted as a result thereof and any costs or expenses incurred as a result thereof. Tenant shall promptly repair any damage to the Leased Premises caused by any such alterations or improvements. Any alterations or improvements to the Leased Premises shall become a part of the realty and the property of Landlord and shall not be removed by Tenant.

14. WAIVER OF SUBROGATION. Landlord and Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard to the extent that such is covered by insurance on the Leased Premises, or covered by insurance in connection with property owned or activities conducted on the Leased Premises, regardless of the cause of the damage or loss. Tenant shall obtain a waiver of subrogation from its insurer.

15. TRADE FIXTURES AND OTHER PERSONAL PROPERTY. Some of the trade fixtures, furniture, equipment, machinery and other personal property of Tenant may remain at the Leased Premises provided that (and so long as) it is not encumbered by any liens or subject to any existing, pending or threatened third party claims. To the extent that Tenant does not want such personal property, Tenant shall be permitted to leave the personal property at the Leased Premises. Tenant shall use best efforts to identify and notify of what personal property it intends to leave on the Leased Premises at least thirty (30) days before vacating the Leased Premises,

and Tenant shall make good faith efforts to promptly provide updates to Landlord regarding the status of such identification and notification upon Landlord's request. The parties agree to execute a bill of sale or any other documents necessary to effectuate the donation of the personal property. Tenant, at Tenant's expense, shall be responsible for removing any personal property Tenant doesn't elect to leave at the Leased Premises. Tenant shall repair at its own expense any and all damage to the Leased Premises resulting from such removal. Except for the personal property identified by Tenant as intending to be left on the Leased Premises pursuant to this Section 15, any other personal property that Tenant does not remove from the Leased Premises within ten (10) days of the expiration date of the Lease Term or earlier termination date of this Lease shall become the property of the Landlord unless Landlord elects to require their removal, in which case Tenant shall promptly remove same at Tenant's expense, and if Tenant does not promptly remove same, Landlord shall have the right to do so and to charge Tenant for the cost of same, and in such event Tenant shall promptly pay or reimburse Landlord for such cost.

16. LIENS. Tenant shall keep the Leased Premises free and clear of all mechanics' and materialmen's liens and other liens on account of work done for or on behalf of Tenant or persons claiming under or on behalf of Tenant. Should any such lien be filed against the Leased Premises, Landlord may, without notice to Tenant, elect to obtain the release of each lien and any sums expended by Landlord shall be immediately repaid to Landlord by Tenant together with interest at the rate of twelve percent (12%) per annum. Should Tenant elect to dispute the amount required to release such lien or the quality of service provided by the person or entity who placed the lien, Landlord shall have the right to require Tenant to provide a bond or other security against such lien in form and content acceptable to Landlord.

17. SIGNAGE. Tenant's signage shall comply with all applicable laws, rules, codes, ordinances and regulations.

18. QUIET ENJOYMENT. Provided Tenant performs all of the terms, conditions, covenants and obligations applicable to Tenant set forth in this Lease, Tenant shall have the peaceful and quiet enjoyment of the Leased Premises.

19. RIGHT OF ENTRY. Landlord and Landlord's agents and contractors shall have access to the Leased Premises at reasonable hours upon prior notice for the purposes of inspecting the Leased Premises, making any repairs and maintenance to the Leased Premises that Landlord deems necessary or appropriate pursuant to Section 7. A. above, and showing the Leased Premises to prospective purchasers or replacement tenants provided, however, Landlord shall not knowingly allow or knowingly permit a competitor of Tenant on or about the Leased Premises pursuant to this Section 19.

20. FIRE OR OTHER CASUALTY. Should the Leased Premises or any part thereof be substantially damaged or destroyed by fire or other casualty, Tenant shall immediately notify Landlord in writing, and Landlord shall have the right to apply all or part of the insured proceeds received by Landlord under insurance policies in any manner that Landlord chooses. If Landlord elects not to repair, restore, or rebuild the Leased Premises so that after such repairing, restoration, or rebuilding the Leased Premises shall be substantially similar as prior to such damage or destruction, then (i) so long as such casualty or damage was not caused by the act, neglect, misuse, fault of, or omission of any duty by Tenant, or any of Tenant's agents,

contractors, permitted subtenants (if any), employees, licensees or invitees, Tenant may, at its option elect to terminate this Lease, upon giving thirty (30) days written notice to Landlord and (ii) Landlord may, at its option elect to terminate this Lease, upon giving thirty (30) days written notice to Tenant.

21. EMINENT DOMAIN. If the Leased Premises, or any part thereof, are taken by virtue of eminent domain, if the taking is such as to, in a practical manner, render the Leased Premises unusable for the purposes of Tenant's use as described in Section 4, this Lease shall cease and terminate. No part of any award granted in connection with such taking shall belong to Tenant unless specifically designated for Tenant's leasehold interest herein.

22. DEFAULT. The occurrence of any one of the following shall constitute a default by Tenant.

A. Failure to pay any monetary obligation when due, and such failure shall continue for a period of ten (10) days after Landlord has given Tenant notice thereof;

B. Abandonment or vacation of the Leased Premises (it being agreed that absence from the Leased Premises for fourteen (14) consecutive days or the removal of substantially all of Tenant's property will create a conclusive presumption of abandonment);

C. Declaration of Tenant as insolvent or bankrupt, or an assignment made by Tenant for the benefit of its creditors or the appointment of a receiver, guardian, or trustee for Tenant's property; or

D. Failure to perform any other provision of this Lease if the failure to perform is not cured within twenty (20) days after notice thereof has been given to Tenant.

23. LANDLORD'S REMEDIES. Landlord shall have the following remedies if Tenant commits a default or breach which remedies are not exclusive but rather they are cumulative in addition to any remedies now or later allowed by law:

A. Declare any and all rental costs immediately due and payable and collect the present value of same by distress or otherwise;

B. Terminate this Lease and require Tenant to vacate the Leased Premises; and

C. Landlord may "lock out" Tenant, or may enter the Leased Premises and evict and expel Tenant therefrom without prejudice to other remedies and without being deemed guilty in any manner of trespass; and Tenant's right (if any) to receive notice to quit possession and every other formality is hereby expressly waived by Tenant in case of such default or breach of this Lease.

If Tenant fails to vacate the Leased Premises as herein provided, Landlord shall have the right to remove any and all trade fixtures, furniture, equipment, machinery and other personal property of Tenant from the Leased Premises and place the same either in storage provided by Landlord or provided by a storage company having facilities in the Commonwealth of Kentucky.

Upon placing such personal property in storage, Landlord shall have a lien on such property for the cost of removing such personal property from the Leased Premises to a place of storage, and the cost of storage. The lien upon such property may be satisfied by the sale of it by Landlord in the same manner and according to the requirements of the Uniform Commercial Code as then existing in the Commonwealth of Kentucky. Upon the sale of such property, the proceeds shall be applied to the expenses incurred in making such sale, the payment of any amounts due to Landlord under this Lease and/or to expenses incurred for the removal from the Leased Premises and storage. If there shall be any balance, it shall be paid to Tenant.

All rights and remedies of Landlord are cumulative, and the exercise of any one shall not be an election excluding Landlord at any other time from exercising a different or inconsistent remedy. No waiver by Landlord of any term, condition, covenant or obligation shall be deemed to imply or constitute a further waiver of the same at a later date.

24. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Lease nor sublet the Leased Premises or any part thereof without the prior written consent of Landlord. In the event any assignment of this Lease or subletting of the Leased Premises or any part thereof is made by Tenant whether or not the same is consented to by Landlord, Tenant shall remain responsible and liable to Landlord for payment of any and all rental costs and for the faithful performance of all of the terms, conditions, covenants and obligations of this Lease. Upon the occurrence a default, if all or any part of the Leased Premises are then assigned or sublet, Landlord, in addition to any other remedies provided by this Lease or by law, may, at its option, collect directly from the assignee or subtenant any and all rental costs becoming due to Landlord by reason of the assignment or subletting. Any collection by Landlord from the assignee or subtenant shall not be construed to constitute a novation or release of Tenant from the further performance of its obligations under this Lease. Landlord shall have the right to make Landlord's consent to any subletting and assignment subject to certain conditions including (i) Landlord's receipt of a copy of the agreement memorializing such transaction on a form acceptable to and approved by Landlord, (ii) Tenant is not in default under this Lease and (iii) such subtenant or assignee assumes in writing (acceptable to and approved by Landlord) the duties and obligations of Tenant under this Lease, and Landlord shall be permitted to enforce the provisions of this Lease against the Tenant hereunder and such subtenant or assignee.

25. 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 Landlord or Tenant 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 Landlord:

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

If to Tenant: 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

26. WAIVER & MODIFICATION. The failure of either party to insist in any instance on strict performance of any term, condition, covenant or obligation set forth in this Lease shall not be construed as a waiver of such term, condition, covenant or obligation. No modifications of any provision set forth in this Lease shall be valid unless in writing and signed by the parties hereto.

27. SUCCESSORS AND ASSIGNS. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and the successors and permitted assigns of the parties hereto.

28. GENDER, NUMBER. As used herein the masculine shall include the feminine, and vice versa, and the singular shall include the plural, and vice versa, whenever such meanings would be appropriate.

29. CAPTIONS. The captions appearing at the beginning of each of the Sections of this Lease are for references only and are not to be considered a part of this Lease.

30. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and such remaining term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

31. END OF LEASE TERM AND ATTORNEY'S FEES. Upon the expiration of the Lease Term or earlier termination of this Lease, Tenant shall quit and surrender to Landlord the

Leased Premises in broom clean, good order and condition without the need for any repairs or replacements, ordinary wear and tear excepted, in full compliance with all applicable laws, rules, codes, ordinances and regulations. In the event the Leased Premises is not left in such order and condition, Landlord shall have the right to cause the Leased Premises to be in such order and condition and to make repairs or replacements deemed needed in Landlord's reasonable discretion and to charge Tenant for the cost of same by delivering written evidence of such cost to Tenant, and in such event Tenant shall promptly pay or reimburse Landlord for such cost. If any rental costs or other sums owing under this Lease are collected by or through an attorney-at-law, Tenant agrees to pay Landlord's reasonable attorney's fees.

32. NO BROKERS. Tenant warrants and represents that Tenant has had no dealings with any broker or agent in connection with this Lease and Tenant covenants to pay, defend, hold harmless, and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent acting for or on behalf of Tenant with respect to this Lease or the negotiation thereof. Landlord warrants and represents that Landlord has had no dealings with any broker or agent in connection with this Lease and to the extent permitted by applicable law, Landlord covenants to pay, defend, hold harmless, and indemnify Tenant from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent acting for or on behalf of Landlord with respect to this Lease or the negotiation thereof.

33. COMPLIANCE WITH LAWS AND REGULATIONS. Tenant shall at all times during the Lease Term, at Tenant's expense, obey and comply with all laws, rules, codes, ordinances and regulations applicable to the Leased Premises and Tenant's use thereof, including those pertaining to environmental matters, or regulating, prohibiting or otherwise having to do with asbestos and all other toxic, radioactive, or hazardous wastes or materials including, but not limited to the Federal Clean Air Act, the Federal Water Pollution Control Act, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as from time to time amended (all in this Section collectively called "Laws"). Tenant shall indemnify, defend and hold Landlord free and harmless from any penalty, fine, claim, demand, liability, cost, or charge whatsoever which Landlord shall incur, or which Landlord may or would otherwise incur, by reason of Tenant's failure to comply with this Section, including, but not limited to: (i) the cost of bringing the Leased Premises into compliance with all Laws; (ii) the cost of all appropriate tests and examinations of the Leased Premises to confirm that the Leased Premises have been brought into compliance with all Laws; and (iii) the reasonable fees and expenses of Landlord's attorneys, engineers and consultants incurred by Landlord in enforcing and confirming compliance with this Section.

34. LANDLORD'S EXCULPATION; SURVIVAL. Any liability of Landlord (and its members, directors, employees, agents or affiliates) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under this Lease or arising out of the relationship between Landlord and Tenant shall be limited solely to Tenant's actual direct, but not consequential, special or punitive damages therefor and shall be recoverable only from Landlord's equity interest in the Leased Premises, and in no event shall any personal liability be asserted against Landlord, its members, directors, employees, agents or affiliates in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord. Tenant's obligations and covenants under this Lease shall survive the expiration of the

Lease Term or earlier termination of this Lease except as otherwise expressly set forth in this Lease to the contrary.

35. GOVERNING LAW. This Lease shall be governed by and construed under the laws of the Commonwealth of Kentucky and Tenant agrees that any dispute arising out of this Lease shall be litigated only in the courts of the Commonwealth of Kentucky.

36. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties hereto may rely on signature by facsimile, emailed PDFs or other electronic signature to the same extent as if they were original signatures.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

LANDLORD:

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

By: _____
Dr. Brian Yearwood, Superintendent

Date: _____

TENANT:

YUM! BRANDS, INC.,
a North Carolina corporation

By: _____
Carson T. Stewart, Chief Legal Officer,
Yum! Corporate Attorney-in-fact

Date: _____

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