

Equipment Donation Agreement (Agreement)

This Agreement, effective upon full execution by the Parties, is by and between Midea America Corp., a Florida corporation with offices located at 300 Kimball Drive, Parsippany, New Jersey (Midea), and Oldham County School District, a public school district of the Commonwealth of Kentucky, with its principal place of business at 6165 W. Hwy 146, Crestwood, Kentucky 40014 (OCSD), individually, Party, and collectively, Parties.

Midea wishes to support OCS's educational mission by donating certain HVAC equipment for instructional use, and OCS wishes to accept Midea's donation.

In consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Equipment -

a. Purpose and Equipment Description. Midea agrees to donate the HVAC equipment identified in Exhibit A (Equipment) to OCSD *for laboratory use only* in the Arvin Education Center construction program (Donation). OCSD agrees to use the Equipment for the sole purpose of educating its students.

b. As-Is Condition. The Equipment is donated on an "as is" and "where is" basis, with no warranties, express or implied, regarding its condition, merchantability, or fitness for a particular purpose.

c. Title. Title to the Equipment will transfer from Midea to OCSD upon delivery, and OCSD will be responsible for all installation, maintenance, and future costs related to the Equipment.

d. Use of Equipment. OCSD agrees to use the Equipment *solely in a laboratory setting for instructional and educational purposes*.

2. Indemnification – OCSD agrees to indemnify and hold harmless Midea from any claims or liabilities, including all attorneys' fees and other costs, arising from or related in any way to the transportation, receipt, installation, operation, handling, use or misuse or maintenance of the Equipment, any breach of this Agreement by OCSD, or any damage or injury relating to the Equipment.

3. General – (a) Force Majeure: Neither Party will be liable to the other for failure to perform any of its respective obligations under this Agreement if such failure is caused by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, governmental interference, civil commotion, riot, war, terrorism, strikes, labor disturbance, or any other cause beyond its reasonable control; (b) Dispute Resolution & Applicable Law: Should a dispute arise between the Parties, each agrees to participate in the good faith negotiation of a mutually agreeable resolution prior to the initiation of litigation. This Agreement and any related dispute will be governed by and interpreted in accordance with the laws of the state of New York, without reference to conflict of laws principles, and the Parties consent to the exclusive jurisdiction of the state and federal courts of New York; (c) Severability: If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. Any invalid or unenforceable provision will be replaced by a provision that best meets the purpose of the replaced provision; (d) Entire Agreement/Amendment/Waiver: This Agreement sets forth the entire and sole understanding between the Parties with respect to the Work. No amendment, addition to or waiver of the provisions of this Agreement will be binding upon the Parties unless approved in writing by authorized representatives of both Parties and with express reference to this Agreement; (e) Counterparts: This Agreement may be executed in one or more counterparts, which together constitute one Agreement; (f) Headings: Headings and captions used to introduce sections of this Agreement are for convenience only and have no legal significance.

Midea America Corp.

Signature

Adam Schultz

Name

MARC Director

Title

Date

Oldham County School District

Signature

Name

Title

Date

Exhibit A: Donated Equipment

Item #	Quantity	Description
1	1	3 Ton Outdoor unit, Model Number US1-KFR105W/BP3N10-030-W
2	1	3 Ton Indoor Air Handler, Model Number US1-KFR105V/BP3N10X-D