

TOLLING AGREEMENT

This Tolling Agreement is made on and effective as of September 10, 2026 (“Effective Date”), by and among (1) **BOONE COUNTY, KENTUCKY, BOONE COUNTY FISCAL COURT, AND BOONE COUNTY BOARD OF EDUCATION** (“Boone County”) and (2) **GE ENGINE SERVICES DISTRIBUTION, LLC** (“GE”). Boone County and GE are collectively referred to as the “Parties.”

WHEREAS, on January 28, 2022, GE filed a Petition of Appeal to the Kentucky Board of Tax Appeals (“KBTA”) regarding Boone County’s Final Determination and assessment of additional Occupational License Tax (“OLT”) for tax periods 2015 through 2020 (“KBTA Matter”).

WHEREAS, on March 4, 2022, Boone County filed a Complaint for the Unpaid Taxes Owed for tax years 2015 through 2020 in the Boone County Circuit Court, Case Number 22-CI-00341 (“Boone Circuit Matter”).

WHEREAS, as of the current date the KBTA Matter continues and remains pending, as does the Boone Circuit Matter albeit being held in abeyance by the Court pending a final and unappealable decision in the KBTA Matter.

NOW THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. As used in this Agreement, the following terms shall have the following meanings:
 - a. “Claims” shall mean any and all legal and/or equitable claims and/or causes of action, if any, known or unknown, that Boone County may have against GE and that GE may have against Boone County.

- b. "Tolling Period" shall mean the period from and including the Effective Date of this Agreement until and including the Expiration Date (as defined below) of this Agreement.
- c. "Expiration Date" shall mean the earlier of (i) 30 days after a final and unappealable decision has been rendered in the KBTA Matter, or (ii) 30 day period after the date that written notice of termination of this Agreement has been served by any Party on the other Party in accordance with Paragraph 9 of this Agreement.
- d. "Timing Defenses" shall mean any defense or affirmative defense to Claims that the Parties may have to the extent based upon (i) any applicable statute of limitations or statute of repose, (ii) laches, and/or (iii) any failure of the Claimant to institute or commence litigation or other legal proceedings within some specific period, before a specified date, or before the happening of a specific event.

2. Boone County and GE agree that Boone County will forbear to commence litigation or other legal proceedings against GE while this Agreement remains in effect. That forbearance shall continue until the earlier of (a) a final decision has been made by the Kentucky Board of Tax Appeals and GE has not commenced an Appeal to a reviewing court, and ultimately to additional reviewing Courts before a final and unappealable order or decision is issued, (b) 30 days after the date of notice by any Party to the other Party that it is terminating this Agreement, and (c) the next day after the Expiration Date that is not a Saturday, Sunday, or legal holiday.

3. Boone County and GE agree that the Timing Defenses and the calculation or measurement of the Timing Defenses applicable to the Claims shall be tolled during the Tolling Period.

4. Boone County and GE agree that GE by executing and entering into this Agreement, is not waiving or otherwise impairing GE's right and ability to raise any Timing Defenses available to them for the periods prior to the Effective Date or after the Expiration Date.

5. The provisions of this Agreement comprise all of the terms, conditions, agreements, and representations of the Parties respecting the tolling of the Timing Defenses. This Agreement may not be altered or amended except by written agreement executed by both Boone County and GE.

6. The Parties acknowledge that they have, separately and through their respective counsel, participated in the preparation of this Agreement, and it is understood that no provision hereof shall be construed against any party hereto by reason of any party having drafted or prepared this Agreement.

7. This Agreement may be executed in one or more original or facsimile counterparts, each of which shall be deemed an original, but which together will constitute one and the same instrument.

8. This Agreement shall terminate on the Expiration Date as provided in Paragraph 2 above, unless (a) it is extended in writing signed by all Parties or (b) it is terminated earlier through the process described in Paragraph 9 below.

9. Any Party may terminate this Agreement, effective 30 days after the date of serving a written notice of termination, by serving notice of termination by letter to the other Party. Such notice letter shall be served by electronic mail and promptly followed by delivery of an original of

the notice letter by United States certified mail, return receipt requested, to the following persons at the following addresses and e-mail addresses:

If to Boone County: c/o Joy L. Hall, Esq.
Bricker Graydon Wyatt, LLP
909 Wright's Summit Parkway, Suite 300
Ft. Wright, KY 41011
joyhall@bricker.com

If to GE: c/o Mark F. Sommer, Esq.
FBT Gibbons LLP
400 W. Market Street, Suite 3200
Louisville, KY 40202
msommer@fbtgibbons.com

For purposes of this Paragraph, the "date of serving a written notice of termination" shall be the date on which the email message referred to above was sent to the person and address listed herein.

10. After the Expiration Date of this Agreement, Boone County shall have the right to file and pursue all Claims and to seek any and all legal remedies against GE that may be available to Boone County, and GE shall be entitled to assert any Timing Defenses or other defenses subject to the terms of this Agreement.

11. Nothing in this Agreement shall be construed as an admission or denial of any of the Parties as to the merits of any of Boone County's Claims against GE, GE's claims against Boone County, or the merits of GE's defenses to any of Boone County's Claims or Boone County defenses to GE's claims.

12. Each of the Parties represents and warrants that by signing this Agreement it has authority to sign on behalf of each such individual or entity for which they have acted as a signatory.

13. Each of the Parties hereby acknowledges their consent to the terms of this Agreement by executing this Agreement as reflected below:

BOONE COUNTY, KENTUCKY

By: _____

Title: _____

GE ENGINE SERVICES DISTRIBUTION, LLC

By: _____

Title: _____

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