



EXCEPTIONAL DEVELOPMENT SITE - HEART OF LEXINGTON, KY
LEXINGTON, KY

Bids Due By:

Tuesday, May 5th at 4:00pm ET

Preview:

Tuesday, April 21st at 12:00pm ET &

Tuesday, April 28th at 12:00pm ET

Property Location:

**1800 Harrodsburg Road,
Lexington, Kentucky 40504**

Property #: TAA2605

Property is being Sold in Cooperation with Schrader Commercial Properties, LLC | James Schrader, President

Tranzon Asset Advisors, Edward D. Durnil
KY Auctioneer #259408/Broker #P187998
1108A North Dixie Avenue
Elizabethtown, Kentucky 42701

P: 270-769-0284
C: 888-791-7307 ext.808
ktoney@TRANZON.COM
C:888-791-7307 ext 809
jconlee@TRANZON.COM

www.schradercommercial.com

SCHRADER
COMMERCIAL PROPERTIES, LLC

TABLE OF CONTENTS

Click the links below to go directly to the corresponding page

- 1. Attention Prospective Bidders**
- 2. Property/Auction Overview**
- 3. Photographs**
- 4. Aerial Maps**
- 5. Assessor Information**
- 6. Deed**
- 7. Survey**
- 8. Floor Plans**
- 9. Title Commitment**
- 10. Flood Map**
- 11. Demographics & Traffic Counts**
- 12. Online Auction Terms & Conditions**
- 13. Purchase and Sale Contract**
- 14. Tranzon**

Available as Separate Download

- Phase 1 Environmental Site Assessment
- DEEM UST Closure Letter

ATTENTION PROSPECTIVE BIDDERS

ALL INFORMATION CONTAINED IN THIS AND OTHER ADVERTISEMENTS WAS OBTAINED FROM SOURCES BELIEVED TO BE ACCURATE. HOWEVER, NO WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, IS INTENDED OR MADE. ALL PURCHASERS MUST INDEPENDENTLY INVESTIGATE AND CONFIRM ANY INFORMATION OR ASSUMPTIONS ON WHICH ANY BID IS BASED. NEITHER AUCTION COMPANY NOR SELLERS SHALL BE LIABLE FOR ANY ERRORS OR THE CORRECTNESS OF INFORMATION.

PROPERTY SOLD "AS IS, WHERE IS, WITH ALL FAULTS." PROSPECTIVE BIDDERS SHOULD VERIFY ALL INFORMATION. THE PROPERTY IS OFFERED FOR SALE TO QUALIFIED PURCHASERS WITHOUT REGARD TO PROSPECTIVE PURCHASER'S RACE, COLOR, RELIGION, SEX, MARITAL STATUS OR NATIONAL ORIGIN. THE PROPERTY AND IMPROVEMENTS WILL BE SOLD "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING ANY REPRESENTATIONS REGARDING ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY.

THE REAL PROPERTY SHALL BE SOLD FREE AND CLEAR OF LIENS, BUT SUBJECT TO CONDITIONS, RESTRICTIONS, RIGHTS-OF-WAY, EASEMENTS, AND RESERVATIONS, IF ANY, OF RECORD; SUBJECT TO THE RIGHTS, IF ANY OF TENANTS-IN-POSSESSION, UNDER LAW. NEITHER THE AUCTION COMPANY NOR THE SELLERS MAKE OR HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY, CORRECTNESS, COMPLETENESS, CONTENT OR MEANING OF THE INFORMATION CONTAINED HEREIN. ALL PROSPECTIVE PURCHASERS RECOGNIZE AND AGREE THAT ANY INVESTIGATION, EXAMINATION, OR INSPECTION OF THE PROPERTY IS WITHIN THE CONTROL OF THE OWNER OR OTHER PARTIES IN POSSESSION AND THEIR AGENTS.

ANY DECISION TO PURCHASE OR NOT TO PURCHASE IS THE SOLE AND INDEPENDENT BUSINESS DECISION OF THE POTENTIAL PURCHASER. NO RECOURSE OR CAUSE OF ACTION WILL LIE AGAINST ANY OF THE ABOVE-MENTIONED PARTIES SHOULD PURCHASER BECOME DISSATISFIED WITH ITS DECISION, WHATEVER IT MAY BE, AT A LATER DATE.

TRANZON COMPANIES ARE MEMBER COMPANIES OF TRANZON, LLC AND ARE INDEPENDENTLY OWNED AND OPERATED.

Exceptional Development Site – Heart of Lexington, KY Lexington, KY

Property #: TAA2605

Bids Due By:

Tuesday, May 5th at 4:00pm ET

Inspection Date & Time: April 21st at 12:00pm ET & April 28th at 12:00pm ET

Property Location:

1800 Harrodsburg Road
Lexington, Kentucky 40504

Auction Location:

www.tranzon.com



- **Prime Infill Location** — Strategically positioned between Downtown Lexington and New Circle Road, in one of the city's most active redevelopment corridors.
- **Opportunity to Bid Your Price** — No fixed asking price; competitive bid process creates potential for favorable acquisition economics.
- **Perfect Location for Private School or Training Center** – Owner Users Take Note!
- **Revitalized Commercial & Healthcare District** — Surrounded by growing healthcare, investment and commercial investment, driving long-term value appreciation.
- **Excellent Access & Ingress/Egress** – Three street curb cuts – Harrodsburg Rd, Clays Mill Rd and McCubbing Dr provide tremendous access.
- **All Major Utilities In Place** — Electric, natural gas, sewer, telephone, and cable available onsite — reducing infrastructure costs and time to market.
- **Rezoning Upside** — Current R-1 zoning presents a clear path to seek rezoning for higher-density residential, mixed-use or healthcare-related uses.
- **Flexible Disposition or Hold Strategy** — Suitable for immediate redevelopment, land banking, or phased development plays.
- **40,518 SF Adaptive Reuse Candidate** — Single-story footprint offers flexibility for conversion to multifamily, medical office, community or mixed-use.
- **Multiple Roadway Access Points** — Superior site connectivity supports high-traffic uses and simplifies civil engineering for redevelopment.
- **Heart-of-Lexington Positioning** — Located in a high-visibility, high-demand urban corridor with strong demographics and built-in daytime population.
- **Healthcare District Momentum** — Situated between St. Joseph Health, Lexington Clinic & UK Healthcare campuses provide growth & creates natural demand drivers for medical office, assisted living, or wellness-oriented development.
- **Clean Slate, Big Canvas** — Decommissioned in 2025, the property is ready for a new chapter — with nearly 5 acres of urban land rarely available at this scale in Lexington.
- **Free & Clear Title** – Title Commitment – ALTA Survey – ESA Ph. I Available

Summary of Terms of Sale: All property sold in “as is, where-is” condition. Bidder shall tender an initial deposit of

Fifty Thousand Dollars US (\$50,000) prior to being fully approved to bid. A 6% buyer's premium will be added to the high bid to determine the total sale price. High bidder is required to execute a purchase agreement and remit to Tranzon by close of business the day of the auction. A deposit of 10% of the total sale price is due within 24 hours of being notified that you are the successful high bidder. The balance of the total sale price is due at closing within the timeframe specified in the purchase agreement. The seller will provide a Special Warranty Deed at closing. Please see the purchase agreement and terms and conditions in this package for all sale terms.



Kelly Toney
888-791-7307 ext. 808
ktoney@tranzon.com

Jordan Conlee
888-791-7307 ext. 809
jconlee@tranzon.com

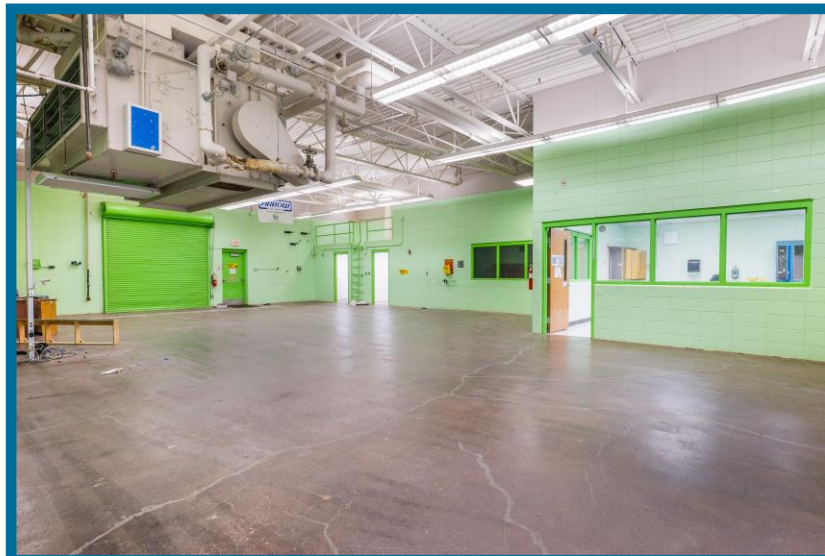
SCHRADER
COMMERCIAL PROPERTIES, LLC

Tranzon Asset Advisors
www.tranzon.com/TAA2605

Tranzon Asset Advisors, Edward D. Durnil, KY Auctioneer #259408/Broker #187998

Property is being Sold in Cooperation with Schrader Commercial Properties, LLC | James Schrader, President

The board of education reserves the right to reject any and all bids and final approval by the Kentucky Department of Education is required as a condition of sale.

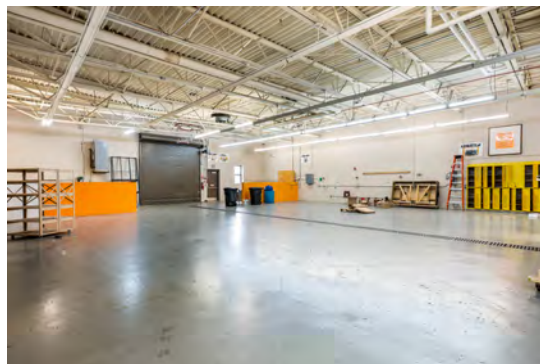


PHOTOS

Photo Gallery



Photo Gallery



AERIALS

Photo Gallery



Photo Gallery



Photo Gallery

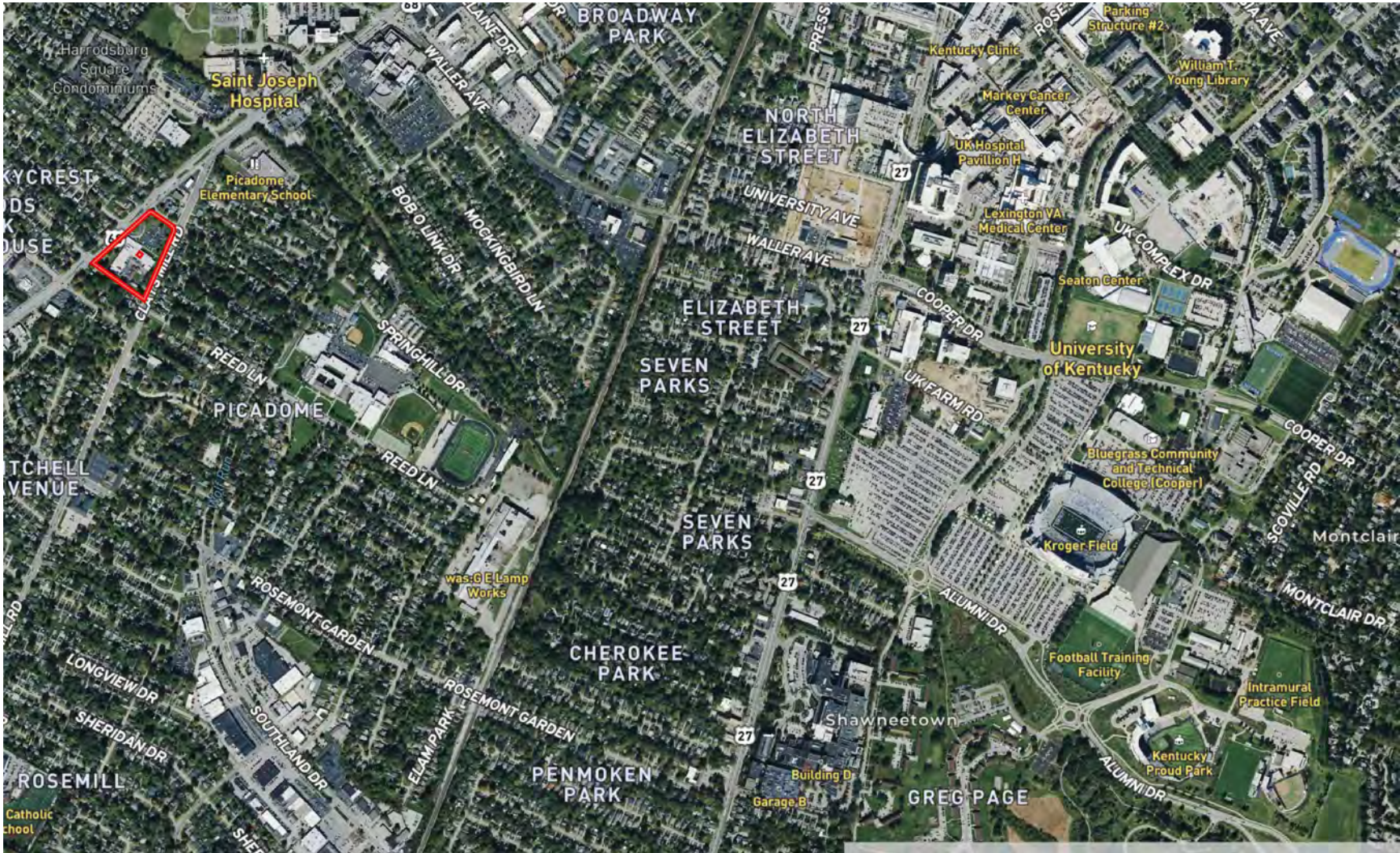


Photo Gallery

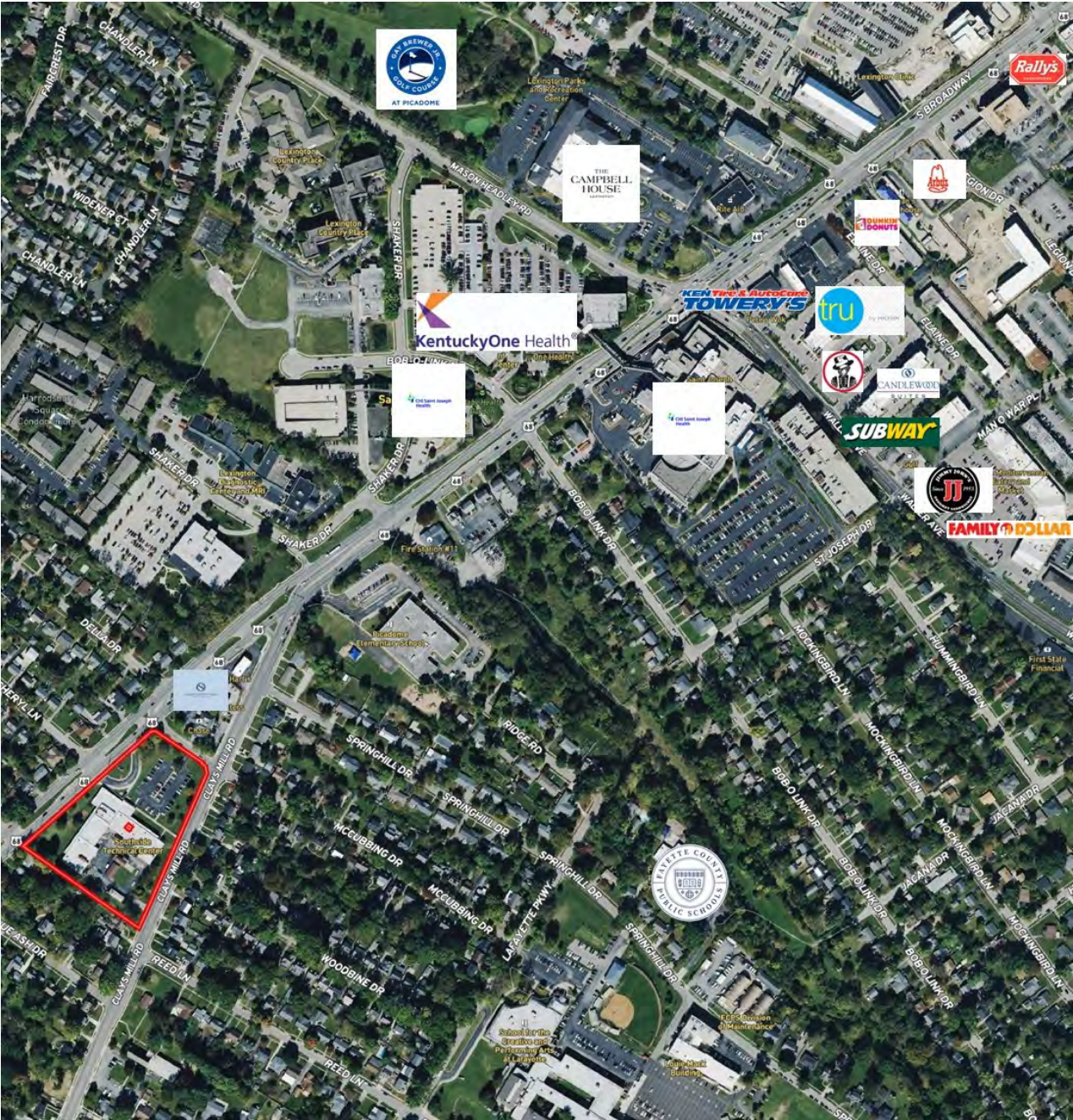


Photo Gallery

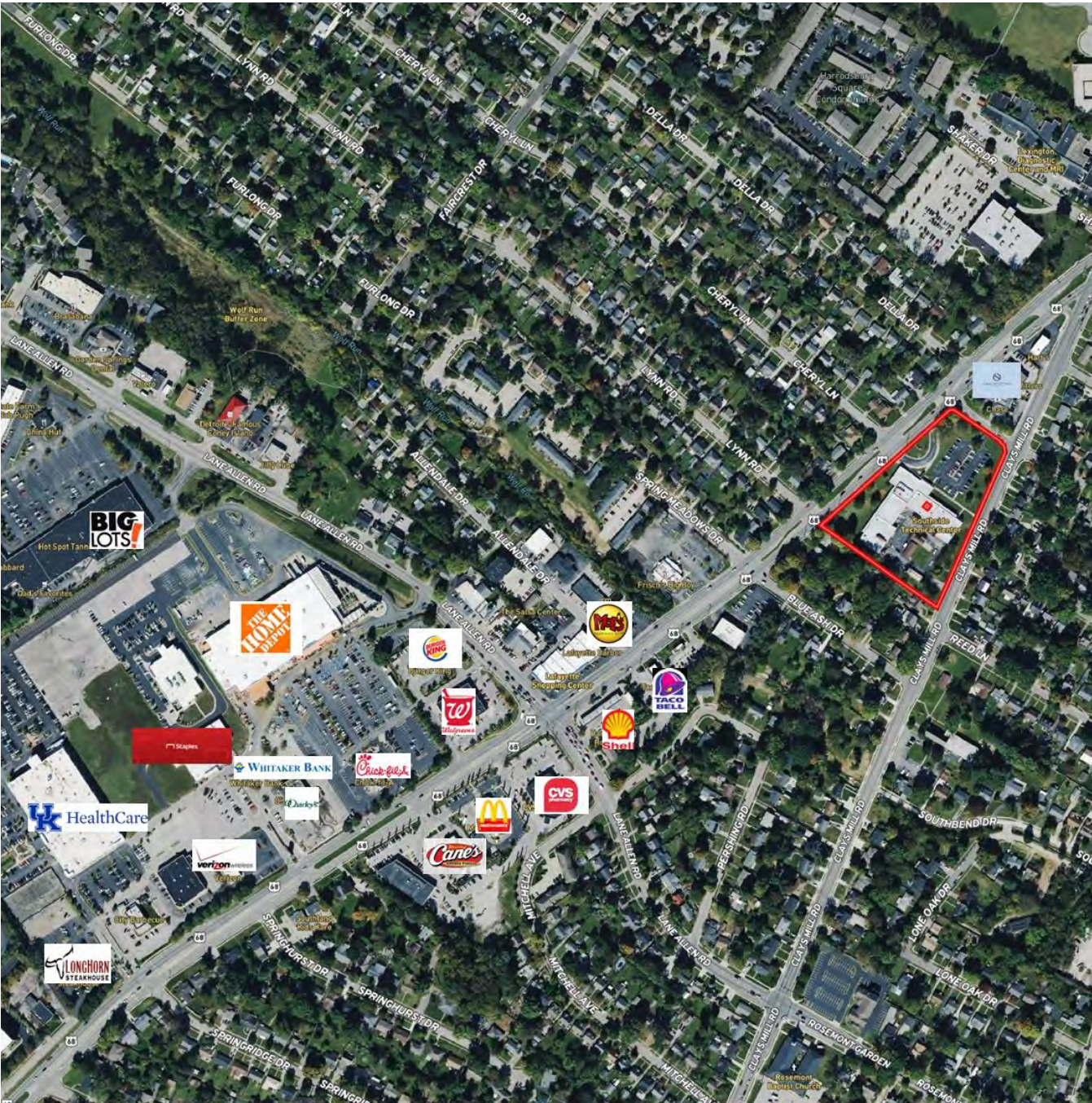
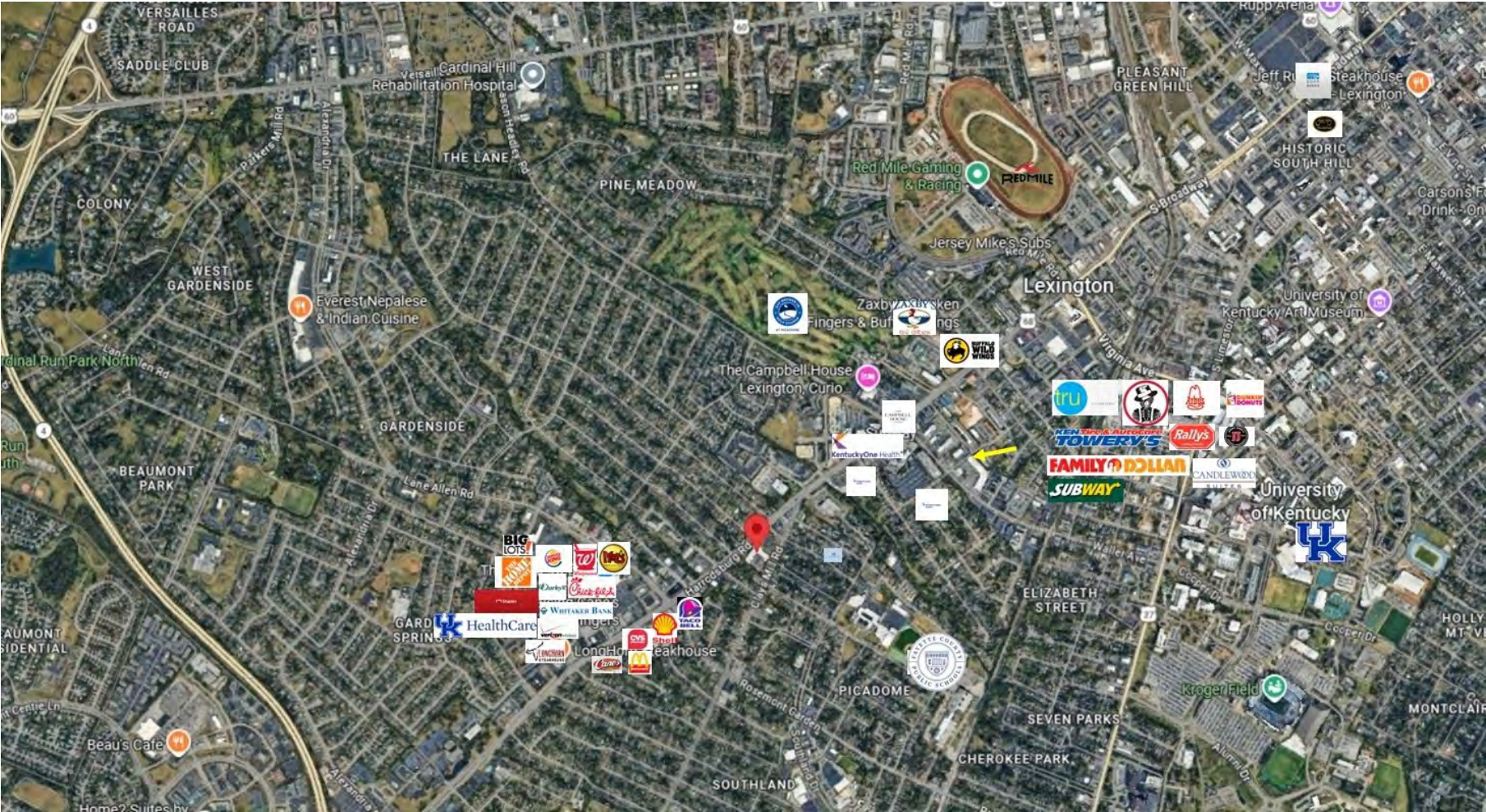


Photo Gallery



ASSESSOR INFORMATION

Summary

Parcel Number 96700304
Location Address 1800 HARRODSBURG RD
 LEXINGTON KY 40504
Tax District District 01
Tax Rate 1.2638
Acres 0
Legal Description
Property Class E - EXEMPT
PVA Neighborhood 088 - LAFAYETTE & CHATHAM VILLAGE
Land Use Code (750) IMPROVEMENT ONLY
USA/RSA Map 31
Map Block 036
Lot
Subdivision
Cabinet/Slide
ND-1 Zone
Overlay
PDR
Map Scale 200
Block
Council District 10
LFUCG Zoning R-1C - SINGLE FAMILY RESIDENTIAL
Deeded SqFt
Frontage / Out of 600 /



Owner

[FAYETTE COUNTY BOARD OF EDUCATION](#)
 1800 HARRODSBURG RD
 LEXINGTON KY 40504
January 1, 2026 Owner
 FAYETTE COUNTY BOARD OF EDUCATION

Commercial Improvement Information

Card	1	Year Built	1976
Building No	1	Above Grade Sqft	40,518
Structure Code/Desc	612-SCHOOL	Total Basement Sqft	
Units	0		

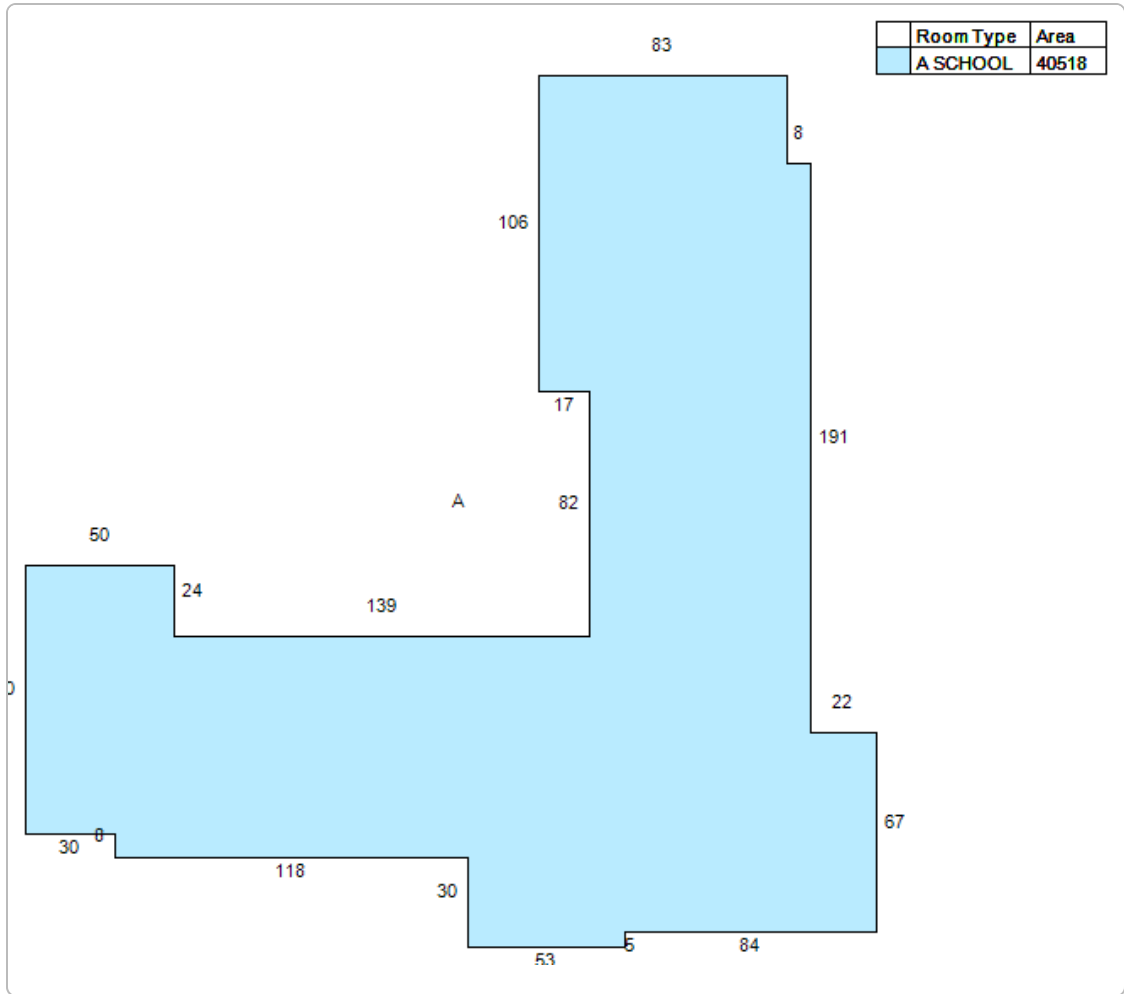
Sales

Sale Date	Sale Price	Deed Book	Deed Page	Sales Validity	Owner	Previous Owner	Recording
1/1/1901	\$0	0000	0000	UNKNOWN SALE DATE	FAYETTE COUNTY BOARD OF EDUCATION		0000 0000

Valuation

	2025	2024	2023	2022
Fair Cash Value	\$8,901,800	\$8,901,800	\$8,901,800	\$8,901,800
Agricultural Value Land	\$0	\$0	\$0	\$0
Agricultural Value Total	\$0	\$0	\$0	\$0
Exempt	\$8,901,800	\$8,901,800	\$8,901,800	\$8,901,800
Taxable Value	\$0	\$0	\$0	\$0

Sketches



Photos



No data available for the following modules: Assessment Notice, Residential Improvement Information, Accessory Information, Comparable Sales List, .

The Fayette County Property Valuation Administrator's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.
 | [User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 1/13/2026, 6:01:04 AM

Contact Us



Summary

Parcel Number 94025610
Location Address 1770 HARRODSBURG RD
 LEXINGTON KY 40504
Tax District District 01
Tax Rate 1.2638
Acres 4.912
Legal Description
Property Class E - EXEMPT
PVA Neighborhood 738 - SOUTHLAND
Land Use Code (456) C - PARKING GARAGE STRUCTURE OR LOTS
USA/RSA Map 31
Map Block 036
Lot
Subdivision
Cabinet/Slide
ND-1 Zone
Overlay
PDR
Map Scale 200
Block
Council District 10
LFUCG Zoning R-1C - SINGLE FAMILY RESIDENTIAL
Deeded SqFt 213967
Frontage / Out of 0/



91aa0c02-5b59-4d1e-aaad-68908c63e91f

Owner

[FAYETTE COUNTY BOARD OF EDUCATION](#)
 701 E MAIN ST
 LEXINGTON KY 40502 1601
January 1, 2026 Owner
 FAYETTE COUNTY BOARD OF EDUCATION

Commercial Improvement Information

Card	1	Year Built	1976
Building No	1	Above Grade Sqft	0
Structure Code/Desc	320-PARKING LOT	Total Basement Sqft	
Units	0		

Sales

Sale Date	Sale Price	Deed Book	Deed Page	Sales Validity	Owner	Previous Owner	Recording
11/10/2009	\$0	2913	590	TRANSFER-TAX NOT PAID	FAYETTE COUNTY BOARD OF EDUCATION	FAYETTE CO BD OF EDUC	2913 590
1/15/1979	\$0	1218	164	FORCED SALES/GOVT AGCY/NON-PROFIT	FAYETTE COUNTY BOARD OF EDUCATION	LEXINGTON FAYETTE URBAN CO GOVT	1218 164

Valuation

	2025	2024	2023	2022
Fair Cash Value	\$535,000	\$535,000	\$535,000	\$535,000
Agricultural Value Land	\$0	\$0	\$0	\$0
Agricultural Value Total	\$0	\$0	\$0	\$0
Exempt	\$535,000	\$535,000	\$535,000	\$535,000
Taxable Value	\$0	\$0	\$0	\$0

Photos



No data available for the following modules: Residential Improvement Information, Accessory Information, Comparable Sales List, , Sketches.

The Fayette County Property Valuation Administrator's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.
| [User Privacy Policy](#) | [GDPR Privacy Notice](#)
[Last Data Upload: 3/25/2026, 6:09:55 AM](#)

[Contact Us](#)

Developed by
 **SCHNEIDER**
GEO SPATIAL

DEED

THIS SPECIAL WARRANTY DEED, made and entered into this the 15th day of November, 2009, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government pursuant to KRS Chapter 67A and successor in interest to the COUNTY OF FAYETTE, KENTUCKY, which has a mailing address of 200 East Main Street, Lexington, Kentucky, 40507, party of the FIRST PART, and the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, which has a mailing address of 701 East Main Street, Lexington, Kentucky, 40502, party of the SECOND PART. To comply with the provisions of KRS 382.135, the in-care of tax mailing address for the current year is c/o Board of Education of Fayette County, Kentucky, 701 East Main Street, Lexington, Kentucky 40502.

W I T N E S S E T H :

WHEREAS, the party of the second part, pursuant to Chapter 162 of the Kentucky Revised Statutes, caused the following described school sites to be conveyed to the County of Fayette, Kentucky or the party of the first part for the purpose of the issuance of certain school building revenue bonds in connection with the construction of improvements to said school sites; and

WHEREAS, also in connection with the issuance of said school building revenue bonds, certain contracts of lease and rent were entered into by and between the party of the second part and the County of Fayette, Kentucky or the party of the first part; and

WHEREAS, the aforesaid school building revenue bonds have been fully and completely paid and the terms and conditions of the aforesaid contracts of lease and rent have been fulfilled, all of which is more particularly described as follows:

(1) The school site known as Linlee Elementary was conveyed in connection with the issuance of : (a) School Building Revenue Bonds dated April 1, 1963, with the final payment thereunder having been made on March 31, 1983, and the Contract of Lease and Rent therefore being dated April 9, 1963 and of record in Deed Book 766, Page 310, Fayette County Clerk's Office; and (b) School Building Revenue Bonds dated December 1, 1978, with the final payment thereunder having been made on November 30, 1996, and the Contract of Lease and Rent therefore being dated December 1, 1978 and of record in Deed Book 1217, Page 90, Fayette County Clerk's Office;

(2) The school site known as the School Bus Garage, of which the school site known as the Northside Vocational School is a part, was conveyed in connection with the issuance of: (a) School Building Revenue Bonds dated April 1, 1968, with the final payment thereunder having been made on March 31, 1993, and the Contract of Lease and Rent therefore being dated March 19, 1968 and of record in Deed Book 926, Page 508, but said school site having been withdrawn from said bond issue by Supplemental Contract of Lease and Rent dated September 1, 1968 and of record in Deed Book 942, Page 499 and Deed Book 946, Page 284, all of which is of record in the Fayette County Clerk's Office; (b) School Building Revenue Bonds dated November 1, 1968, with the

*Mail to: George Alkeri
Attorney
155 E. Main St, Suite 101
Lexington, Ky 40507*

final payment thereunder having been made on October 31, 1994, and the Contract of Lease and Rent therefore being dated November 1, 1968 and of record in Deed Book 948, Page 38, Fayette County Clerk's Office; and (c) School Building Revenue Bonds dated August 1, 1977, with the final payment thereunder having been made on July 31, 1996, and the Contract of Lease and Rent therefore being dated August 1, 1977 and of record in Deed Book 1178, Page 639, Fayette County Clerk's Office;

(3) The school site known as Garden Springs Elementary was conveyed in connection with the issuance of (a) School Building Revenue Bonds date April 1, 1964, with the final payment thereunder having been made on March 31, 1984 and the Contract of Lease and Rent therefore being dated April 1, 1964 and of record in Deed Book 793, Page 250, Fayette County Clerk's Office as amended by Supplemental Contract of Lease and Rent dated August 1, 1964 and of record in Deed Book 806, Page 503, Fayette County Clerk's Office; and (b) School Building Revenue Bonds dated March 1, 1975, with the final payment thereunder having been made on February 28, 1996, and the Contract of Lease and Rent therefore being dated February 3, 1975 and of record in Deed Book 1118, Page 699, Fayette County Clerk's Office; and

(4) The school site known as Southside Vocational School was conveyed in connection with the issuance of School Building Revenue Bonds dated February 1, 1979, with the final payment thereunder having been made on January 31, 1997, and the Contract of Lease and Rent therefore being dated February 1, 1979 and of record in Deed Book 1218, Page 167, Fayette County Clerk's Office; and

WHEREAS, it was a condition of the conveyances of the following described school sites and the aforesaid contracts of lease and rent that if the party of the second part paid the rentals in full the leased premises would become the property of the party of the second part, and the party of the first part would reconvey said school sites to the party of the second part, and said contracts of lease and rent further provided that the consideration for said conveyances should be the recital of the fulfillment of said contracts of lease and rent; and

WHEREAS, the governmental and corporate functions of the County of Fayette, Kentucky have been merged into the party of the first part.

NOW, THEREFORE, for and in consideration of the fulfillment of the terms and conditions of the aforesaid contracts of lease and rent and in further consideration that all of the aforesaid school building revenue bonds have been fully and completely paid, the receipt and sufficiency of all of which is hereby acknowledged, the party of the first part does hereby grant and convey unto the party of the second part, its successors and assigns forever, the following described property located in Lexington, Fayette County, Kentucky, to wit:

TRACT 1

LINLEE ELEMENTARY

All that tract or parcel of land situated at the southwest corner of the Georgetown Pike and Spurr Road, near Lexington, in Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

Beginning at a point in the center of the Georgetown Pike where it intersects the center of Spurr Road; thence along the center of Spurr Road for five calls, N 72° 30' W 687.8 feet, N 87° 48' W 75.6 feet, S 63° 53' W 63.4 feet, S 41° 16' W 88.6 feet and S 38° 00' W 91.2 feet to a spike, corner to Pemberton; thence with Pemberton for two calls, S 19° 58' E 65.9 feet to a post and S 22° 30' W 90.8 feet to a corner with Peek; thence with Peek for two calls S 69° 43' E 375 feet and S 22° 30' W 135.5 feet; thence again with Peek and continuing with Noe S 68° 47' E 800.47 feet to a spike in the center of the Georgetown Pike; thence along the center of the Georgetown Pike N 11° 26' W 660.5 feet to the beginning, and containing 11.057 acres.

Being part of the same property conveyed to the County of Fayette, Kentucky from the Board of Education of Fayette County, Kentucky by deed dated April 9, 1963 and of record in Deed Book 766, Page 306, Fayette County Clerk's Office.

TRACT 2

SCHOOL BUS GARAGE SITE

Situated in Fayette County, Kentucky:

Beginning in the center of the Liberty Pike at No. 1; thence with a new division line S 45 W 22.28 chains to a large hickory tree at No. 2 in line to Hostetter; thence N 48 ¼ W 23.24 chains to a post at No. 3; thence N 51 ¾ E 19.50 chains to center of Liberty Pike at No. 4; thence with center of same S 65 ½ E 7.72 chains to a point at No. 5; thence S 61 ½ E 5.30 chains to a point at No. 6; thence S 45 E 9.47 chains to the beginning, containing 48.80 acres, more or less.

Being part of the same property conveyed to the County of Fayette, Kentucky from the Board of Education of Fayette County, Kentucky by deed dated March 18, 1968 and of record in Deed Book 926, Page 365, Fayette County Clerk's Office.

THERE IS INCLUDED within the foregoing description that certain tract of

land containing 21.48 acres, more or less designated as the Northside Vocational School as setforth in that certain Contract of Lease and Rent by and between the Board of Education of Fayette County, Kentucky and the Lexington-Fayette Urban County Government dated August 1, 1977 and of record in Deed Book 1178, Page 639, Fayette County Clerk's Office, which tract of land is more particularly described as follows:

NORTHSIDE VOCATIONAL SCHOOL

A certain tract of land located in Fayette County, Kentucky and being more particularly described as follows:

Beginning at a point in the North right-of-way line for Wilderness Road, said point being 20 feet North of the centerline of said Wilderness Road and a property corner with Hobert & Ada Humphrey, said point also being approximately 1250 feet from the center line of Liberty Road along the East right-of-way line of Wilderness Road; thence with the existing property line N 51° 45' E 816.22 feet to a point; thence leaving the existing property line and on a new line S 44° 45' E, 677.20 feet to a point; thence on a new line N 45° 15' E 691.97 feet to a point in the existing property line, said point also being in the centerline of Liberty Road; thence with the centerline of said road S 61° 30' E 133.29 feet to a point; thence S 45° 00' E 15.00 feet to a point; thence leaving the centerline of said road and on a new line S 45° 15' W 729.83 feet to a point; thence on a new line S 44° 45' E 210.0 feet to a point; thence on a new line S 45° 15' W 742.33 feet to a point in the existing property line; thence with the existing property line N 48° 15' W 1124.4 feet to the point of beginning and containing 21.48 acres, more or less.

TRACT 3

GARDEN SPRINGS ELEMENTARY

All that tract or parcel of land situated on the north side of Garden Springs Drive between Dogwood Drive and Alexandria Drive in Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

Beginning at a point in the north right of way line of Garden Springs Drive, said point being 150.18 feet west of the west right of way line of Dogwood Drive; thence 150 feet west of and parallel to the west right of way line of Dogwood Drive N 09° 20' E 815.23 feet to a corner with Tract No. 1, a five-acre tract; thence with said Tract No. 1 N 68° 43' W 448 feet to a corner with Tract No. 3, a 5.593 acre tract; thence with said tract No. 3 S 09° 20' W 746.59 feet to the aforesaid north right of way line of Garden

Springs Drive; thence with the north right of way line of Garden Springs Drive for seven calls S 55 ° 17 ' E 204.02 feet, S 55 ° 44 ' E 30.30 feet, S 59 ° 13 ' E 47.53 feet, S 62 ° 16 ' E 47.15 feet, S 65 ° 36 ' E 47.07 feet, S 68 ° 54 ' E 47.50 feet and S 72 ° 10 ' E 46.15 feet to the beginning, and containing 8.0 acres, said parcel of land being designated as School Site and being Tract No. 2, Block Y. Unit I-H and Unit I-B as shown on revised plat thereof recorded in Plat Book 10, Page 60, in the Fayette County Clerk's Office.

Being part of the same property conveyed to the County of Fayette, Kentucky from the Board of Education of Fayette County, Kentucky by deed dated April 1, 1964 and of record in Deed Book 793, Page 63, Fayette County Clerk's Office.

TRACT 4

SOUTHSIDE VOCATIONAL SCHOOL SITE

Beginning at a point in the east right-of-way line for Harrodsburg Road, said point being an iron pin at the corner of a stone wall and also the southwest property corner; thence with the said right-of-way line N 46 ° 39 ' 24 " E 618.01 feet to a point in the centerline of McCubbing Drive; thence with the centerline of McCubbing Drive S 55 ° 58 ' 58 " E 259.27 feet to a point in the centerline of Clays Mill Road; thence with the centerline of said road S 23 ° 8 ' 41 " W 202.51 feet to a point; thence S 22 ° 15 ' 17 " W 411.62 feet to a point; thence leaving the Clays Mill Road and running with the south edge of a stone wall N 56 ° 6 ' 48 " W 516.62 feet to the point of beginning and containing 5.35 Acres. The above being a new description according to survey prepared by Dave B. Sawyer, Registered Land Surveyor of March 1978.

Being the same property conveyed to the Lexington-Fayette Urban County Government from the Board of Education of Fayette County, Kentucky by deed dated January 15, 1979 and of record in Deed Book 1218, Page 164, Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above described property, together with all the appurtenances and privileges thereunto belonging, unto the party of the second part, its successors and assigns forever in fee simple.

The party of the first part does hereby release and relinquish unto the party of the second part, its successors and assigns forever, all of its right, title and interest in and to the above described property and does WARRANT SPECIALLY its title to same.

There is excepted from the foregoing warranty and covenants of title and this conveyance is hereby made subject to any restrictive covenants, easements and

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: DOUG BRADLEY

200911230091

November 23, 2009 9:58:36 AM

Fees	\$32.00	Tax	\$0.00
------	---------	-----	--------

Total Paid	\$32.00
------------	---------

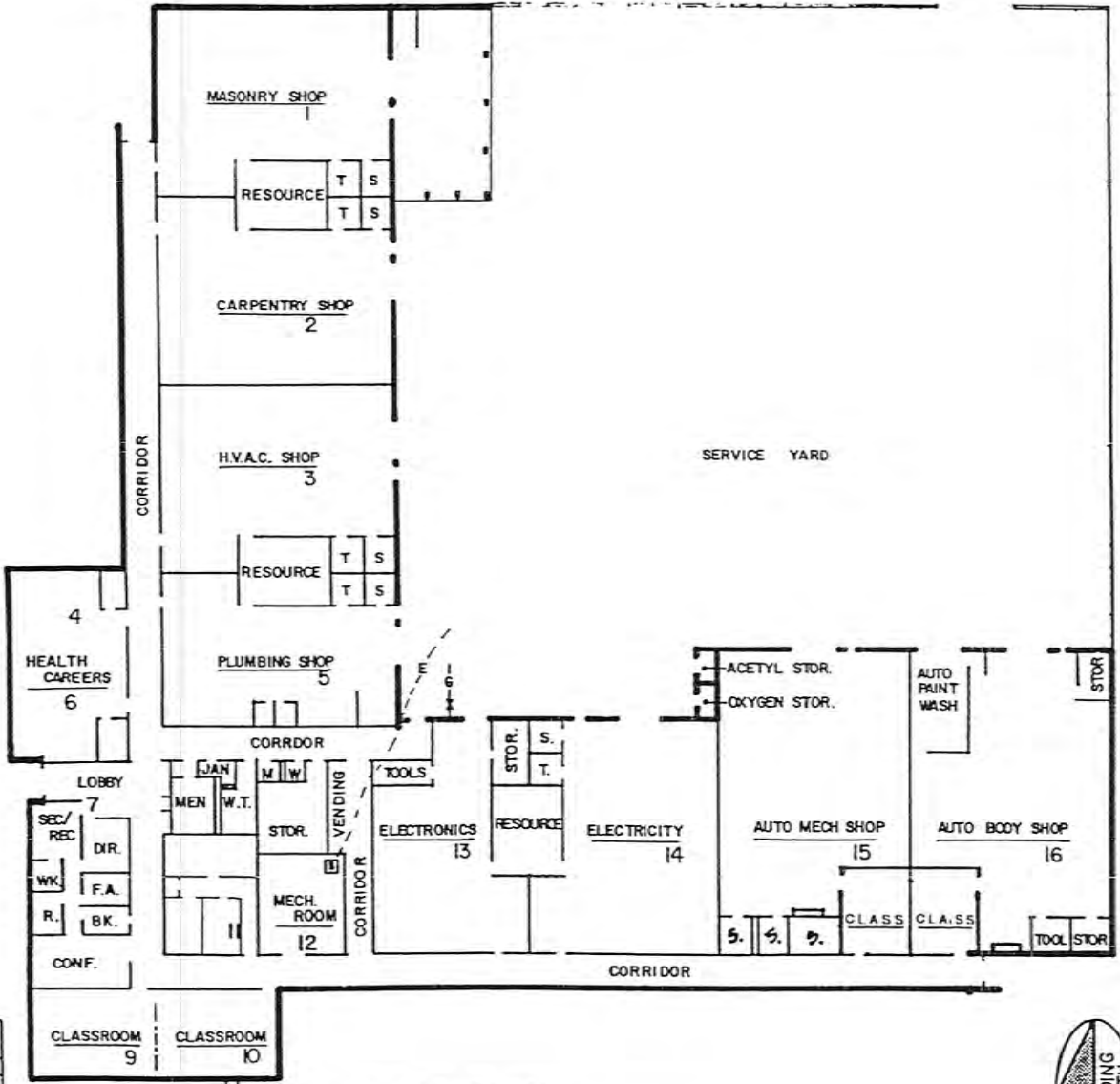
THIS IS THE LAST PAGE OF THE DOCUMENT

9 Pages

590 - 598

SURVEY

FLOOR PLANS



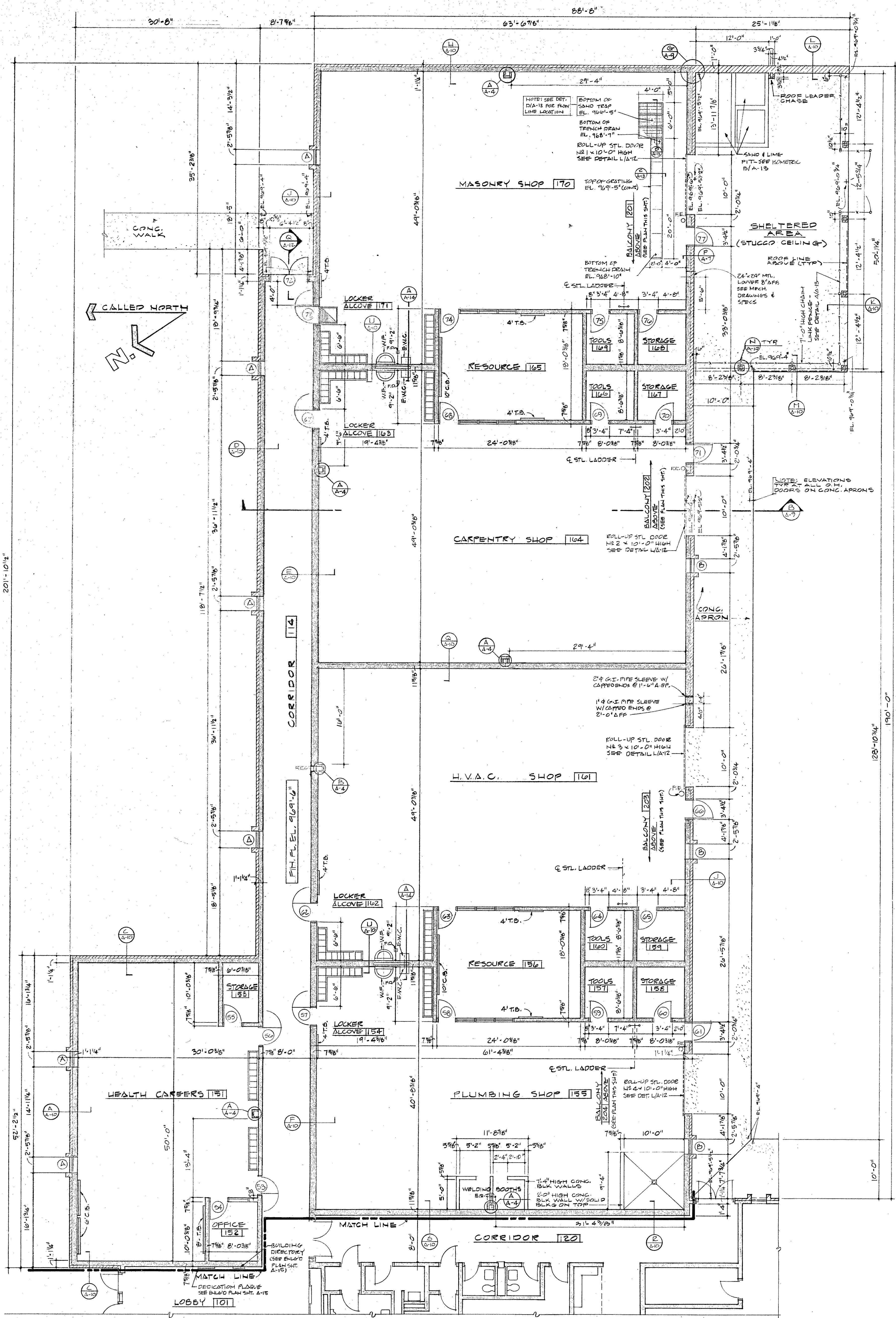
FLOOR PLAN



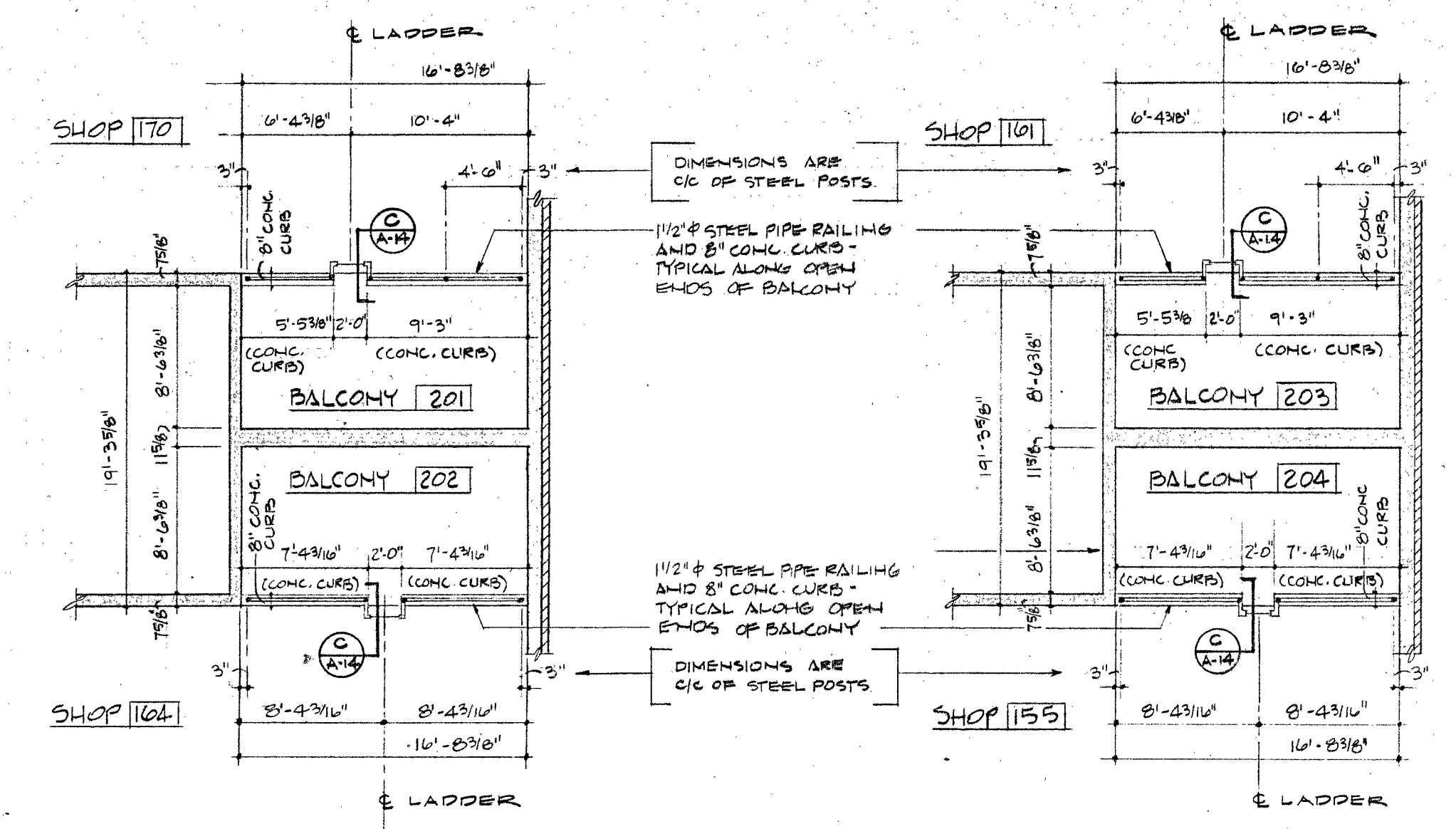
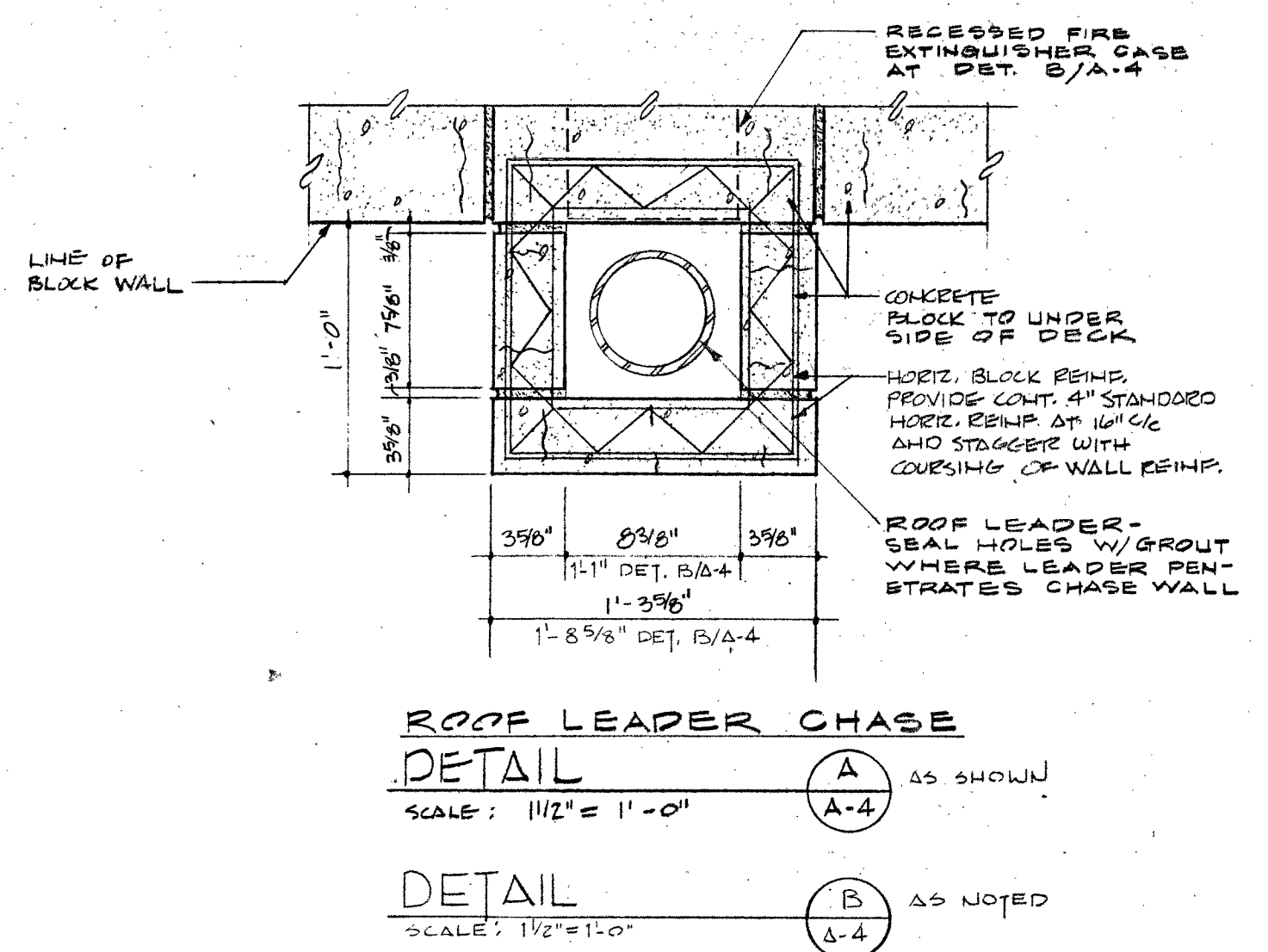
SOUTHSIDE CENTER for APPLIED TECH.
 1784 HARRODSBURG RD, LEXINGTON KENTUCKY, 40504
 FLOOR SPACE — 37,885 Sq.Ft.
 ACRES — 6.33
 CONSTRUCTED — 1979
 ARCHITECT — LEON E. BROWNING A.I.A.

ORIGINAL DATA	
1987	
REVISIONS	
DATE	BY
10-14-91	JBM
12-16-91	JBM

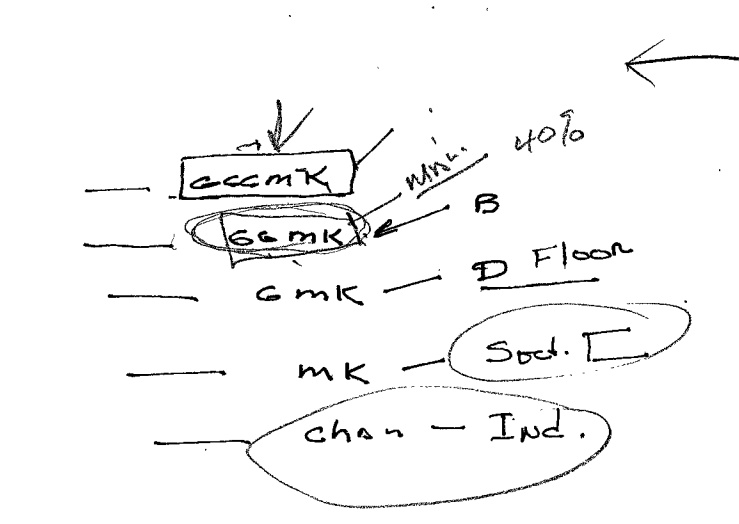
FAYETTE COUNTY SCHOOLS MAINTENANCE DEPT.		
701 EAST MAIN ST. LEXINGTON, KY. 40502		
SCALE: N.T.S.	APPROVED BY:	DRAWN BY
DATE: 11-6-87		Joseph McNeely
SOUTHSIDE CENTER		
FLOOR PLAN		DRAWING NUMBER
		53



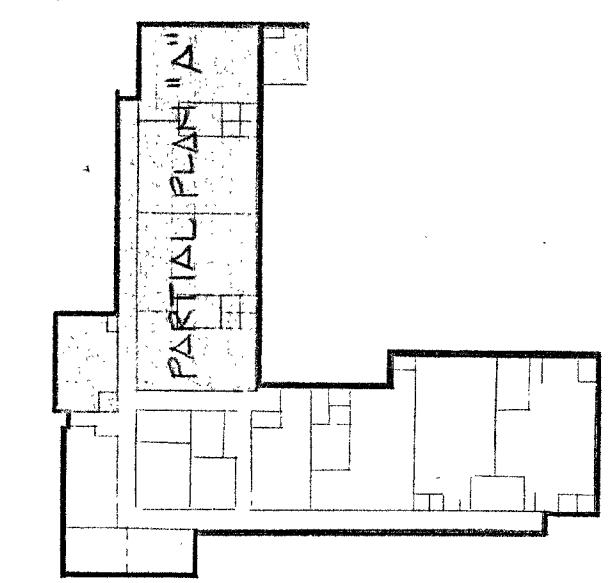
PARTIAL FLOOR PLAN - "A"
SCALE: 1/8" = 1'-0"



FLOOR PLANS - BALCONY AREAS AS NOTED
SCALE: 1/8" = 1'-0"



GENERAL NOTES:
1. REFER TO ROOF PLAN, SHT. A-7, FOR MASONRY WALL HTS.



LEON E. BROWNING - ARCHITECT
REGISTERED ARCHITECT
NO. 720
COMMONWEALTH OF KENTUCKY

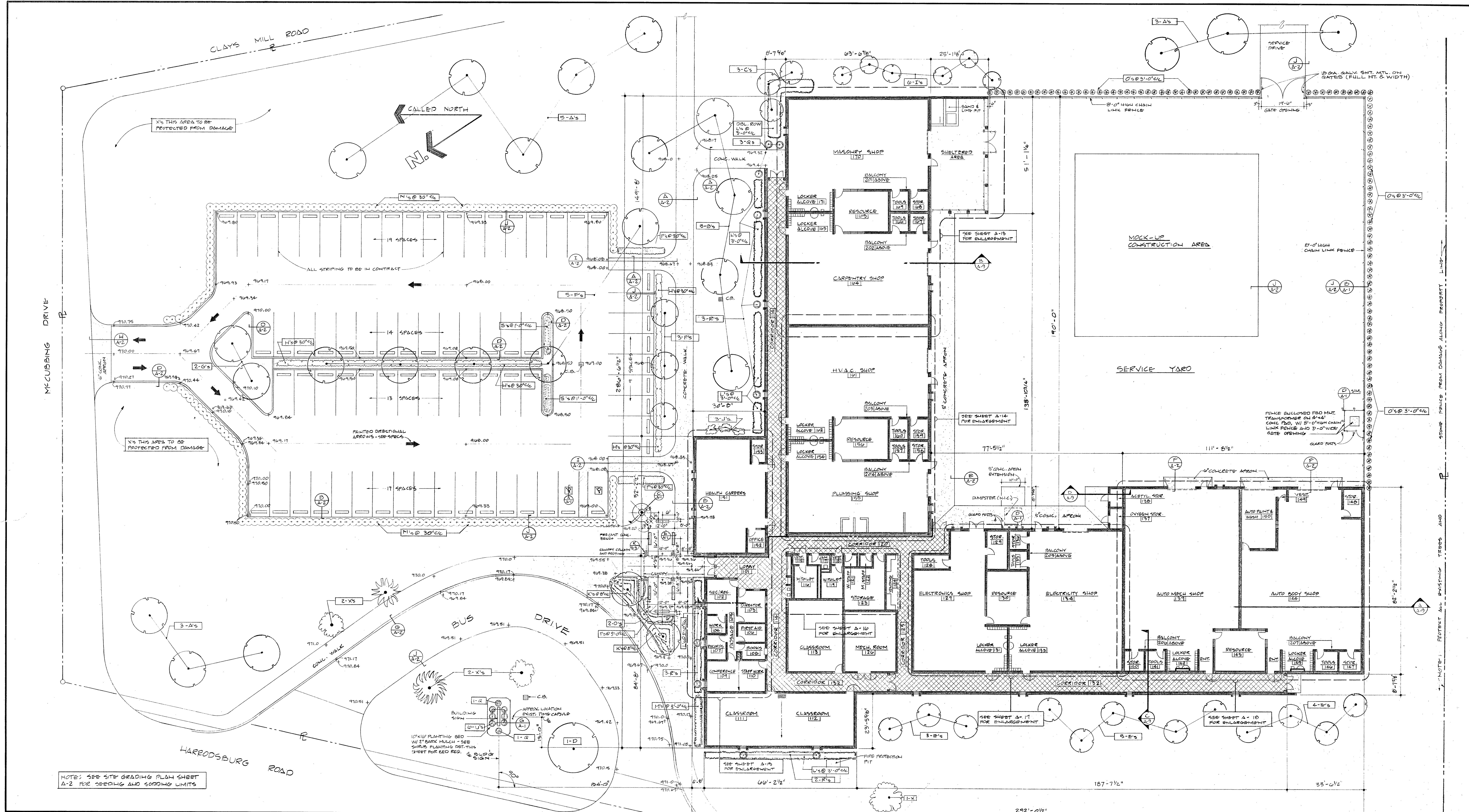
MEMBER OF AMERICAN INSTITUTE OF ARCHITECTS
LEXINGTON, KENTUCKY

DATE: JULY 14, 1978
DRAWN BY: SEK
CHECKED BY: [blank]
REV: [blank]

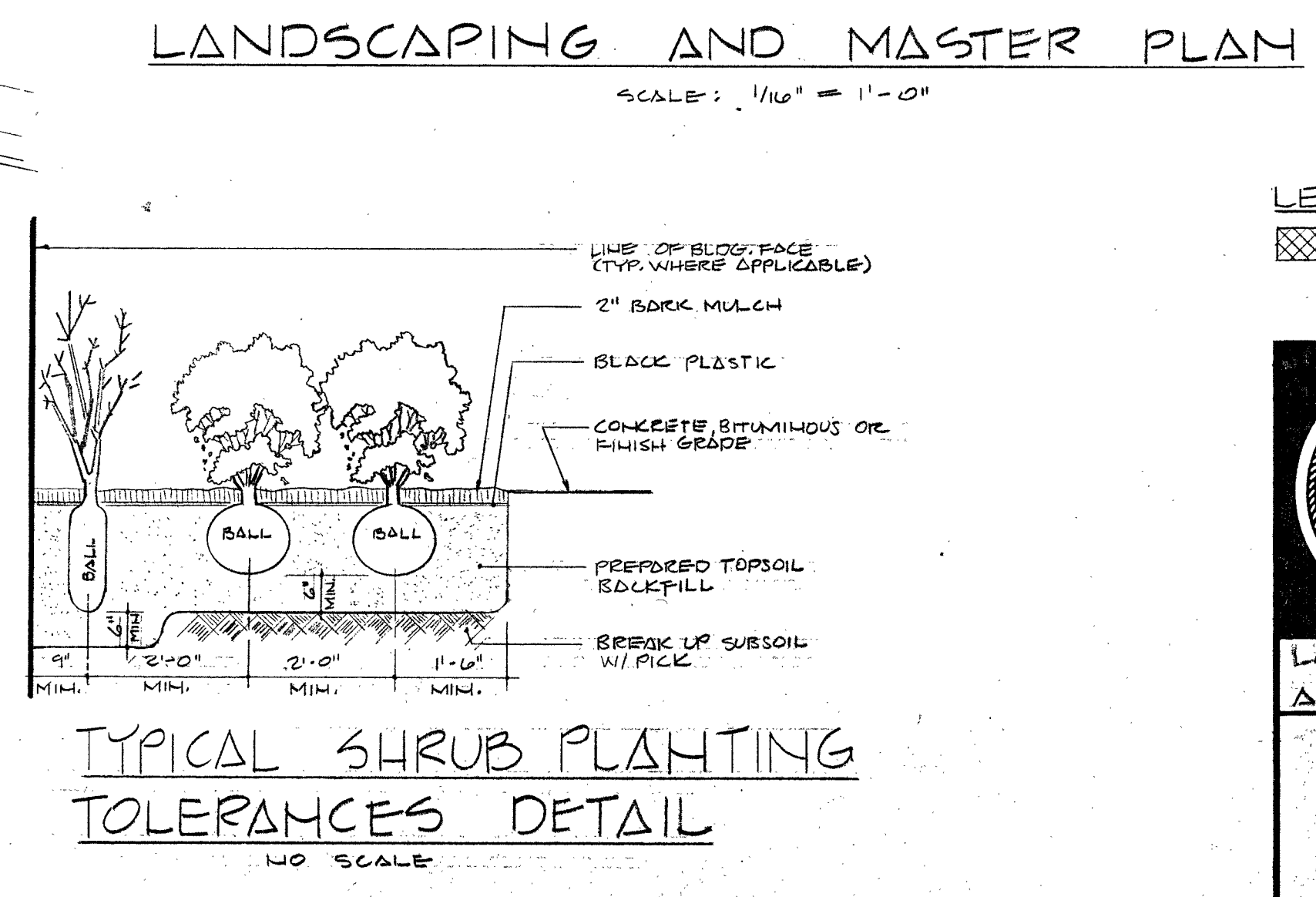
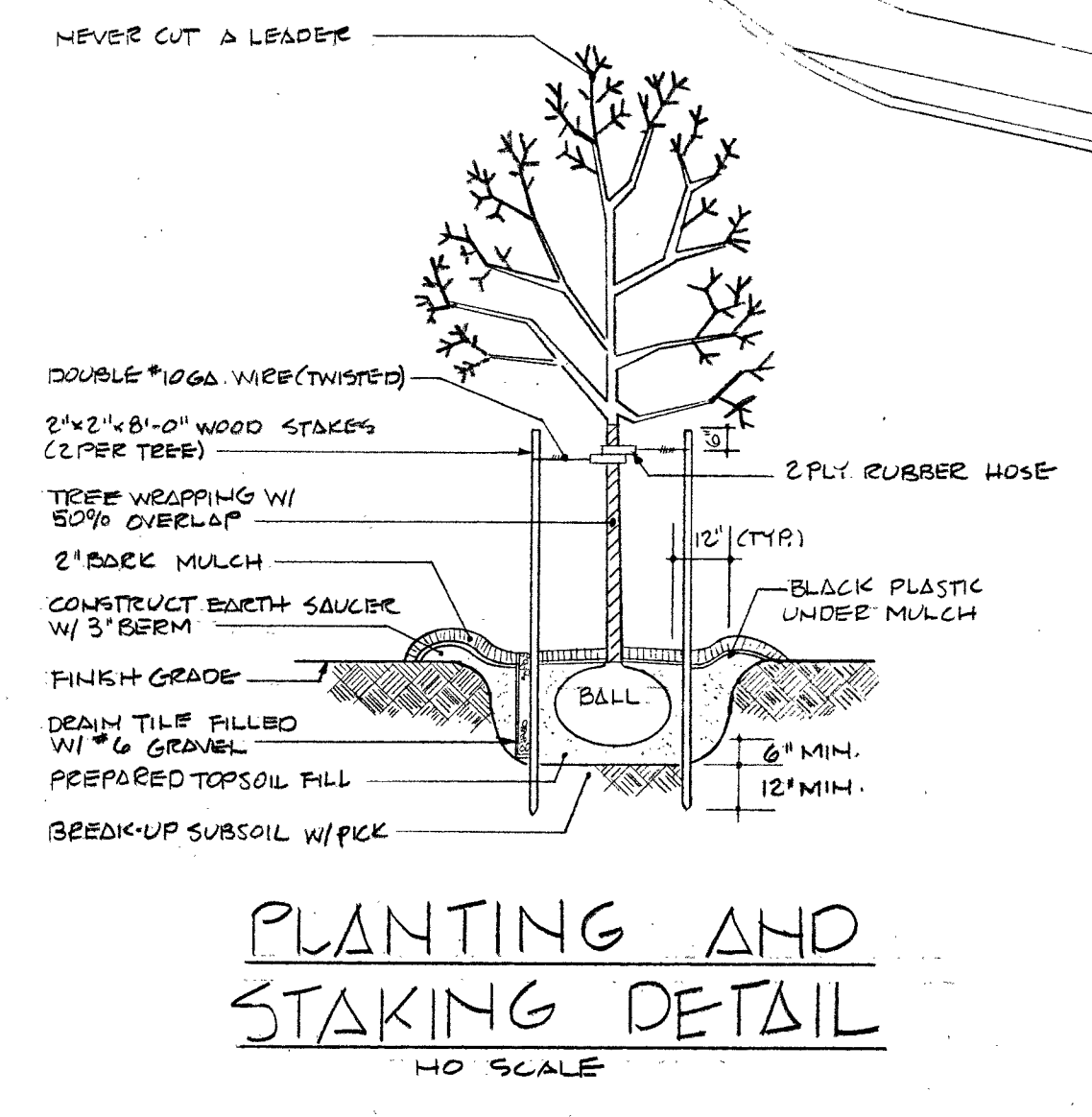
PARTIAL FLOOR PLAN "A"

SOUTHSIDE VOCATIONAL EDUCATION CENTER
FAYETTE COUNTY BOARD OF EDUCATION
KENTUCKY

A-4
OF 18 SHEETS



MARK	BOTANICAL NAME	COMMON NAME	SIZE/CAL.	PLANT SPREAD	QUANTITY	REMARKS
A	ACER SACCHARUM	SUGAR MAPLE	2 1/2" CAL. (BB)		11	
B	ACER RUBRUM	RED SUNSET MAPLE	2 1/2" CAL. (BB)		5	
C	CORNUS FLORIDA	WHITE DOGWOOD (CHECKED PRINCESS)	6" T. (BB)		3	
D	GLEDITSIA TRIACANTHOS	MORNING LOCUST	2 1/2" CAL. (BB)		3	
E	MALUS SORBEPTI	SORBEPTS CRAB	1 3/4" CAL. (BB)		12	
F	PRUNUS CERASIFERA	PURPLE PLUM (THUNDERCLOUD)	1 3/4" CAL. (BB)		8	
G	ZELKOVA SEEROTA	ZELKOVA (VILLAGE GEM)	2 1/2" CAL. (BB)		2	
H	BARBERRY MENTORENSIS	MENTORS BARBERY	2 1/2" S. (BB)	2'-6" oc.	83	
I	COTYLIUS COOSTYRIA	COPPER SMOKE TREE	3'-4" (BB)		8	
J	EUDONYMUS ALATUS COMPACTA	WINGED EUDONYMUS	3'-3 1/2" (BB)	6'-0" oc.	3	
K	EUDONYMUS FORTUNI COLORATUS	WINTER CREPPER	2 1/2" POT	8" oc.	700	
L	JUNIPER HORIZONTALIS	ANDREA JUNIPER (YOUNGSTOWN)	3 GAL. CAN	3'-0" oc.	101	SEE PLANTING SCHEDULE AND TOLERANCES FOR PLANTING
M	ILEX BURFORDI	BURFORDI HOLLY	4 GAL. CAN	3'-0" oc.	5	
N	TAXUS MEDIA HICKSI	HICKS YEW	2 1/2" S. (BB)	3'-0" oc.	191	
O	JUNIPER VIRGINIANA KETLEEFII	KETLEEFII JUNIPER	5'-6" (BB)	3'-0" oc.	109	
P	TAXUS DELAHOIENSIS	GENESE TAXUS	1 1/2" S. (BB)	2'-0" oc.	20	
Q	TAXUS WARDI	WARD'S TAXUS	1 1/2" S. (BB)	2'-0" oc.	5	
R	TAXUS HATFIELD	HATFIELD'S TAXUS	2 1/2" S. (BB)		8	
S	WEDEGA HELIX	ENGLISH IVY	2 1/2" POT	8" oc.	320	
T	JUNIPERUS PRITZELIANA	PRITZER'S JUNIPER	2 1/2" S. (BB)	3'-0" oc.	11	
U	TAXUS HORIZONTALIS WILTONI	BLUE RIG JUNIPER	3 GAL. CAN	3'-0" oc.	6	
X	EXISTING TREE(S) TO REMAIN					



LANDSCAPING AND MASTER PLAN

SCALE: 1/8" = 1'-0"

LEGEND
 [Symbol] INDICATES LOBBY AND CORRIDOR AREAS - THIS SHEET ONLY

LEON E. BROWNING - ARCHITECT
 MEMBER OF AMERICAN INSTITUTE OF ARCHITECTS KENTUCKY
 DATE: JULY 14, 1976
 DRAWN BY: JES
 CHECKED BY: [Signature]

SOUTHSIDE VOCATIONAL EDUCATION CENTER
 FAYETTE COUNTY BOARD OF EDUCATION KENTUCKY
A-3
 OF 18 SHEETS

TITLE COMMITMENT



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

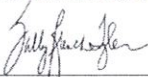
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Kentucky Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Sally R. Tyler, President

By: 
Lisa W. Corneli, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.





COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements; and
 - f. Schedule B, Part II - Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Agility Closing & Title Services, Inc.
Issuing Office: 1717 Dixie Highway, Suite 500, Fort Wright, KY 41011
Issuing Office's ALTA® Registry ID: 1141613
Loan ID No.:
Commitment No.: 26-0350
Issuing Office File No.: 26-0350
Property Address: 1800 Harrodsburg Road a/k/a 1770 Harrodsburg Road, Lexington, KY 40503

SCHEDULE A

1. Commitment Date: March 4, 2026 at 12:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/2021)
Proposed Insured: To Be Determined
Proposed Amount of Insurance: To Be Determined
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Board of Education of Fayette County, Kentucky by virtue of a deed dated November 10, 2009 and recorded November 10, 2009 at Book 2913, Page 590 of the Fayette County, Kentucky real estate records.
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Date: March 20, 2026
Agility Closing & Title Services, Inc.

Jeffrey S. Sherry, Title Counsel
Authorized Countersignature

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.





SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Pay all taxes and/or assessments, levied and assessed against the Land, which are due and payable.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
6. Kentucky state law, effective June 27, 2025, prohibits ownership of agricultural land by certain foreign parties. This law can be found at KRS Chapter 247. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.

If a foreign agent or foreign business or other prohibited person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.

7. Payment of all real property taxes, charges, special assessments, penalties and interest; and any subdivision, condominium or planned unit development homeowners' association assessments or dues (general or special) that are levied and assessed against the subject property, and that are now due and payable or delinquent.
8. Instruments satisfactory to the Company, creating the estate or interest in the land and/or the mortgage to be insured must be executed, delivered and recorded.
9. In the event any seller or owner, if applicable, is an entity other than an individual person, satisfactory evidence must be provided showing the legal existence of said entity, and the Company must be provided with proper authorizations for the person executing the required documents on behalf of said entity, including authorizations for the loan and execution and delivery of the note and mortgage.
10. In the event any purchaser or borrower, if applicable, is an entity other than an individual person, satisfactory evidence must be provided showing the legal existence of said entity, and the Company must be provided with proper authorizations for the person executing the required documents on behalf of said entity, including authorizations for the loan and execution and delivery of the note and mortgage.
11. Provide satisfactory evidence to the Company that no improvements, repairs or alterations have been made to the subject property; or that any such items have been completed; that the contractors, sub-contractors, labor and materialmen are all paid; and that they have released all liens or notices of intent to perfect a lien for labor or material.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B

(Continued)

12. The company may make additional requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of this transaction.
13. This transaction may be subject to the FinCEN Residential Real Estate Reporting Rule ("RRE Rule") issued pursuant to the Bank Secrecy Act, effective December 1, 2025. Information necessary to comply with the RRE Rule must be obtained and provided to the Reporting Person, as defined in the RRE Rule, prior to closing.

SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession in the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Record.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by accurate and complete land survey of the Land and not shown by the Public Records.
5. Any mineral or mineral rights leased, granted or retained by current or prior owners.
6. Taxes and assessments for the year 2026 and subsequent years, not yet due and payable.
7. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.

NOTE: Upon receipt of a satisfactory Affidavit of Title this exception will be amended or eliminated in accordance with the facts disclosed thereby.
8. Any inaccuracy in the specific quantity of acreage contained on any survey, if any, or contained within the legal description of the real property covered by this Commitment.
9. Title to that portion of the property within the bounds of any roads or highways.
10. All real property taxes and assessments; and any subdivision, condominium or planned unit development homeowners' association assessments or dues (general or special) that may constitute a lien against the real property, that are not yet due and payable.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B

(Continued)

11. The dower, curtesy, homestead, community property or other statutory marital rights, if any, of the spouse of any individual insured under the Owner's Policy.
12. Only the value of the land is insured, as well as any permanent improvements having been constructed on site, located on the subject property. Manufactured Homes as defined by state law, that may be located on the subject property, shall not be insured as an improvement to the insured property, even though said Manufactured Homes are structurally affixed permanently to the insured land, unless said Manufactured Homes are legally affixed to the satisfaction of the Company, in accordance with state law.
13. Any exception to a covenant set forth herein specifically omits and portion of the covenants, conditions, or restrictions based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Sec. 3604, unless and only to the extent that the covenant (A) is not in violation of state or federal law; (B) is exempt under 42 U.S.C. SEc. 3607; or (C) relates to a handicap, but does not discriminate against handicapped people.
14. Rights or claims of parties in possession, other than the owner, and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

NOTE: Upon receipt of a satisfactory plat of survey, Survey Affidavit and Affidavit of Title, this exception will be amended or eliminated in accordance with the facts disclosed thereby.

15. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
16. Any claim that the Title to the estate insured herein is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. Section 499a, et seq.) or the Poultry and Stockyards Act (7 U.S.C. Section 181 et seq.) or under similar state laws.
17. FOR INFORMATION ONLY: Fayette County, Kentucky tax information is as follows:

Tax Period: 2025
Face Amount: TAX EXEMPT
Discounted Amount: TAX EXEMPT
Homestead Exemption: No
Tax Status: TAX EXEMPT
18. Easement for drainage by instrument recorded in Book 3528, Page 534.
19. FOR INFORMATION ONLY: Being the same property conveyed from Lexington-Fayette Urban County Government to Board of Education of Fayette County, Kentucky by virtue of a deed dated November 10, 2009 and recorded November 10, 2009 at Book 2913, Page 590 of the Fayette County, Kentucky real estate records.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





File No.: 26-0350

The Land referred to herein below is situated in the County of Fayette, State of Kentucky and is described as follows:

Beginning at a point in the east right-of-way line for Harrodsburg Road, said point being an iron pin at the corner of a stone wall and also the southwest property corner; thence with the said right-of-way line N 46° 39' 24" E, 618.01 feet to a point in the centerline of McCubbing Drive; thence with the centerline of McCubbing Drive S 55° 58' 58" E 259.27 feet to a point in the centerline of Clays Mill Road; thence with the centerline of said road S 23° 8' 41" W, 202.51 feet to a point; thence S 22° 15' 17" W, 411.62 feet to a point; thence leaving the Clays Mill Road and running with the south edge of a stone wall N 56° 6' 48" W, 516.62 feet to a point of beginning and containing 5.35 acres. The above being a new description according to survey prepared by Dave B. Sawyer, Registered Land Surveyor of March 1978.

THERE IS EXCEPTED from the above described property those certain tracts of land conveyed to the Lexington-Fayette Urban County Government from the Board of Education of Fayette County, Kentucky by deed dated September 26, 2017 and of record in Deed Book 3528, Page 534, Fayette County Clerk's Office, which tracts of land are more particularly described as follows:

Parcel No. 144A

Beginning at a point 34.17 feet left of Clays Mill Road at Station 208+91.48; thence North 09 Degrees 48 Minutes 09 Seconds West for a distance of 25.73 feet, to a point 49.00 feet left of Clays Mill Road at Station 209+12.50; thence North 54 Degrees 09 Minutes 25 Seconds West a distance of 17.05 feet, to a point 65.76 feet left of Clays Mill Road at Station 209+15.59; thence North 35 Degrees 38 Minutes 18 Seconds East a distance of 2.83 feet, to a point 65.26 feet left of Clays Mill Road at Station 209+18.37; thence South 54 Degrees 21 Minutes 42 Seconds East a distance of 31.08 feet, to a point 34.67 feet left of Clays Mill Road at Station 209+12.85; thence South 24 Degrees 03 Minutes 02 Seconds West a distance of 21.38 feet, to a point 34.17 feet left of Clays Mill Road at Station 208+91.48 and the POINT OF BEGINNING.

The above described parcel contains 0.005 acres (222 sq. ft.) in fee simple.

The above described property is shown on the Public Acquisition Minor Plat of L.F.U.C.G. Clays Mill Road Improvements of record in Plat Cabinet R, Slide 714, Fayette County Clerk's Office and to which plat reference is hereby made.

AND

Parcel No. 144A-Part B (Existing Prescriptive Right-of-way)

Beginning at a point 32.00 feet left of Clays Mill Road Station 203+13.91; thence North 24 Degrees 24 Minutes 01 Seconds East a distance of 85.90 feet to a point 32 feet left of Clays Mill Road at Station 204+00.20; thence North 23 Degrees 42 Minutes 02 Seconds East a distance of 399.80 feet; thence North 24 Degrees 03 Minutes 02 Seconds East a distance of 92.45 feet to a point 34.17 feet left of Clays Mill Road at Station 208+91.48; thence North 24 Degrees 03 Minutes 02 Seconds East a distance of 21.38 feet to a point 34.67 feet left of Clays Mill Road at Station 209+12.85; thence North 54 Degrees 21 Minutes 42 Seconds West a distance of 31.08 feet to a point 65.26 feet left of Clays Mill Road at Station 209+18.37; thence North 35 Degrees 38 Minutes 18 Seconds East a distance of 15.00 feet to a point 62.59 feet left of Clays Mill Road at Station 209+33.13 thence South 54 Degrees 21 Minutes 42 Seconds East a distance of 61.47 feet to a point 2.10 feet left of Clays Mill Road at Station 209+22.21; thence South 24 Degrees 45 Minutes 57 Seconds West a distance of 202.51 feet to a point 2.24 feet left of Clays Mill Road at Station 207+19.74; thence South 23 Degrees 52 Minutes 33 Seconds West a distance of 411.62 feet to a point 2.38 feet left of Clays Mill Road at Station 203+08.09; thence North 54 Degrees 29 Minutes 32 Seconds West a distance of 30.19 feet to a point 32.00 feet left of Clays Mill Road at Station 203+13.91 and the POINT OF BEGINNING.

The above described parcel contains 0.43 acres (18,869 sq. ft.) in fee simple.

EXHIBIT A

(Continued)

The above described property is shown on the Public Acquisition Minor Plat of L.F.U.C.G. Clays Mill Road Improvements of record in Plat Cabinet R, Slide 714, Fayette County Clerk's Office and to which plat reference is hereby made.

FLOOD MAP

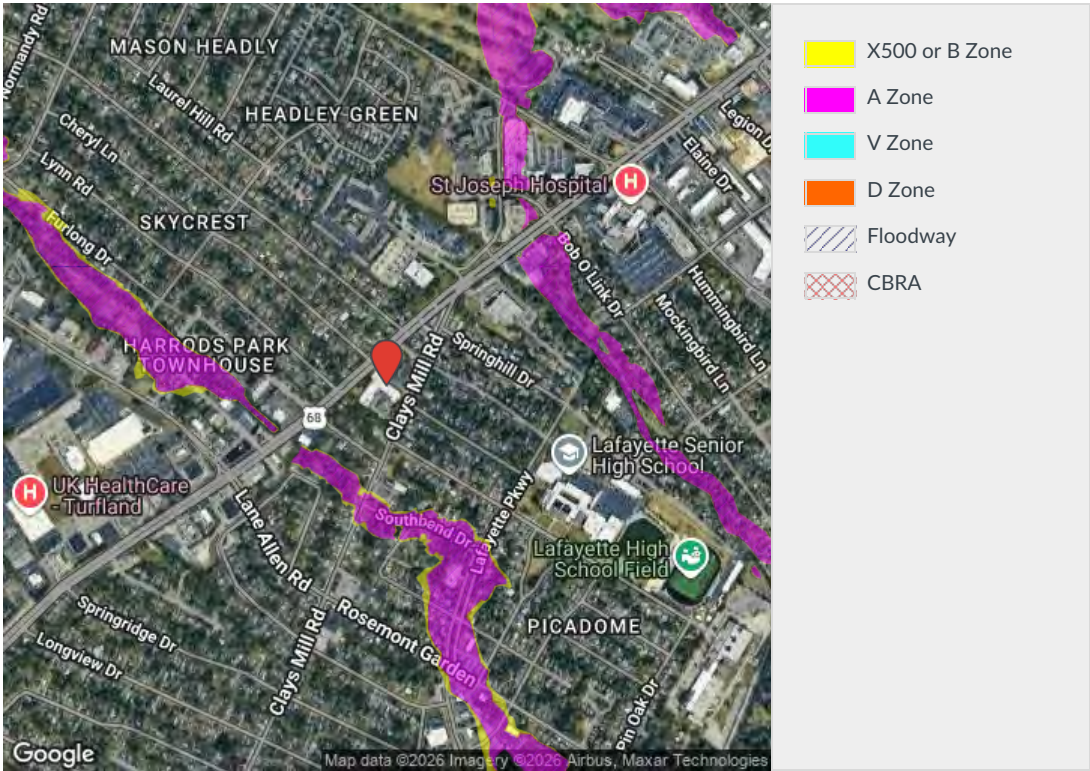
1800 HARRODSBURG RD LEXINGTON, KY 40504-3604

LOCATION ACCURACY: Excellent

Flood Zone Determination Report

Flood Zone Determination: **OUT**

COMMUNITY	210067	PANEL	0119E
PANEL DATE	March 03, 2014	MAP NUMBER	2100670119E



DEMOGRAPHICS

Executive Summary

1800 Harrodsburg Rd, Lexington, Kentucky, 40504



Rings: 1, 3, 5 mile radii

Population	1 mile	3 miles	5 miles
2010 Population	14,145	101,362	223,626
2020 Population	14,159	104,935	239,207
2025 Population	14,323	103,563	240,019
2030 Population	14,408	103,678	241,639
2010-2020 Annual Rate	0.01%	0.35%	0.68%
2020-2025 Annual Rate	0.22%	-0.25%	0.06%
2025-2030 Annual Rate	0.12%	0.02%	0.13%

Age	1 mile	3 miles	5 miles
2025 Median Age	33.5	33.4	35.4
U.S. median age is 39.1			

Race and Ethnicity	1 mile	3 miles	5 miles
White Alone	79.8%	70.3%	66.3%
Black Alone	6.1%	10.8%	15.8%
American Indian Alone	0.3%	0.4%	0.4%
Asian Alone	4.0%	5.3%	4.4%
Pacific Islander Alone	0.1%	0.1%	0.0%
Some Other Race Alone	3.1%	6.3%	5.8%
Two or More Races	6.7%	6.9%	7.4%
Hispanic Origin	6.9%	10.6%	9.9%
Diversity Index	43.7	58.1	60.9

Households	1 mile	3 miles	5 miles
2010 Total Households	6,729	42,653	94,418
2020 Total Households	6,867	43,765	101,250
2025 Total Households	6,976	44,415	103,514
2030 Total Households	7,056	44,825	105,034
2010-2020 Annual Rate	0.20%	0.26%	0.70%
2020-2025 Annual Rate	0.30%	0.28%	0.42%
2025-2030 Annual Rate	0.23%	0.18%	0.29%
2025 Average Household Size	2.03	2.14	2.22
Wealth Index	62	82	76

Source: Esri forecasts for 2025 and 2030. U.S. Census 2010 and 2020 Census data converted by Esri into 2020 geography.

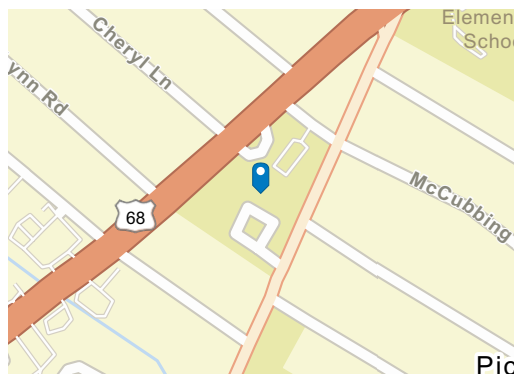
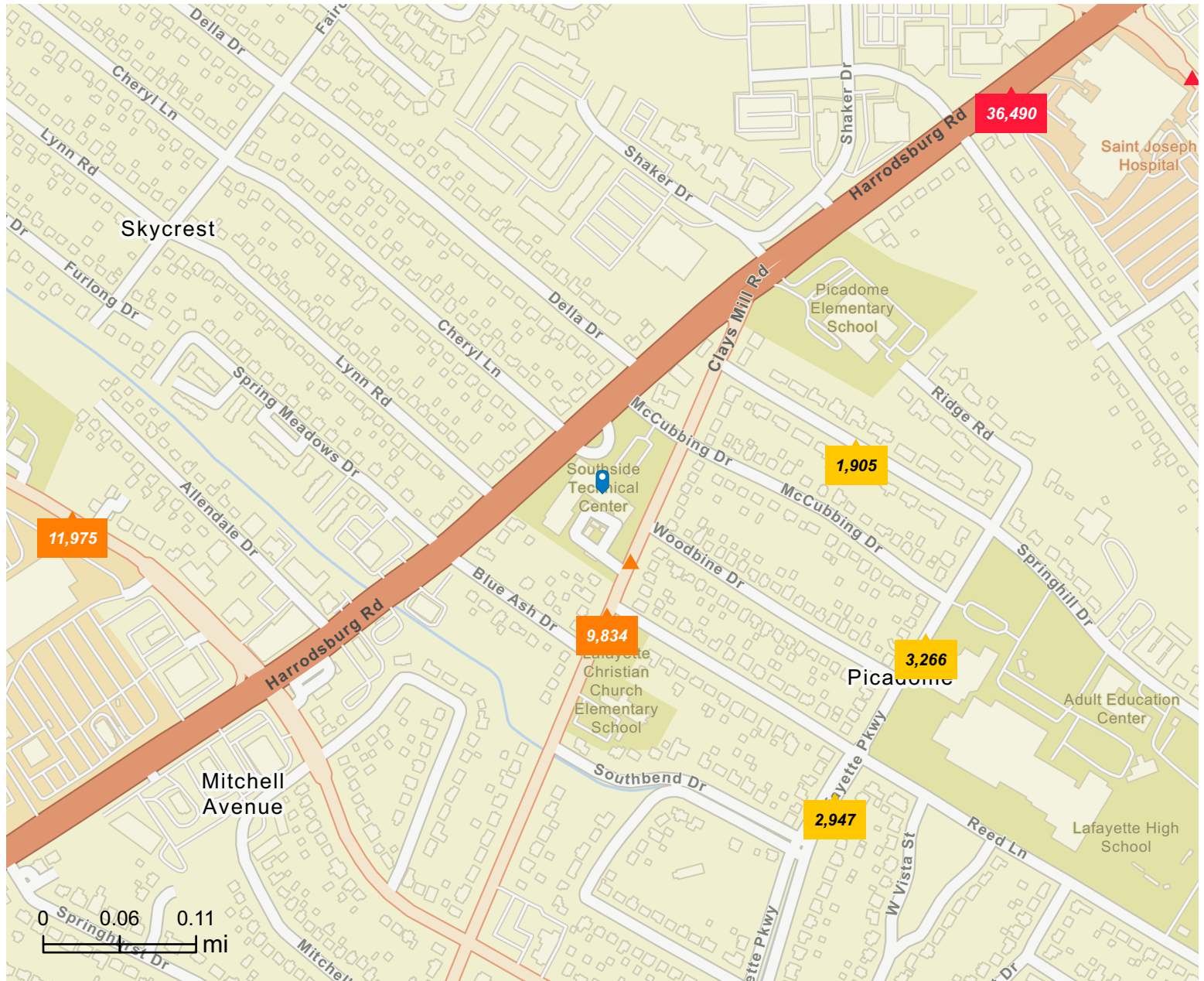
Mortgage Income	1 mile	3 miles	5 miles
2025 Percent of Income for Mortgage	32.7%	37.8%	30.6%
Median Household Income			
2025 Median Household Income	\$54,828	\$58,279	\$63,720
2030 Median Household Income	\$61,013	\$65,527	\$71,623
2025-2030 Annual Rate	2.16%	2.37%	2.37%
Average Household Income			
2025 Average Household Income	\$81,150	\$98,088	\$96,640
2030 Average Household Income	\$90,991	\$109,862	\$107,476
Per Capita Income			
2025 Per Capita Income	\$39,183	\$42,384	\$41,845
2030 Per Capita Income	\$44,179	\$47,832	\$46,895
2025-2030 Annual Rate	2.43%	2.45%	2.30%
Income Equality			
2025 Gini Index	52.5	54.8	50.5
Socioeconomic Status			
2025 Socioeconomic Status Index	53.3	49.9	49.2
Housing Unit Summary			
Housing Affordability Index	70	61	75
2010 Total Housing Units	7,376	47,475	103,912
2010 Owner Occupied Hus (%)	50.8%	49.2%	52.8%
2010 Renter Occupied Hus (%)	49.3%	50.8%	47.2%
2010 Vacant Housing Units (%)	8.8%	10.2%	9.1%
2020 Housing Units	7,454	48,645	110,308
2020 Owner Occupied HUs (%)	46.2%	46.9%	49.2%
2020 Renter Occupied HUs (%)	53.8%	53.1%	50.8%
Vacant Housing Units	7.9%	10.0%	8.3%
2025 Housing Units	7,573	49,312	112,842
Owner Occupied Housing Units	48.5%	48.9%	51.4%
Renter Occupied Housing Units	51.5%	51.1%	48.6%
Vacant Housing Units	7.9%	9.9%	8.3%
2030 Total Housing Units	7,663	49,786	114,447
2030 Owner Occupied Housing Units	3,498	22,305	54,868
2030 Renter Occupied Housing Units	3,558	22,521	50,166
2030 Vacant Housing Units	607	4,961	9,413

TRAFFIC COUNTS

Traffic Count Map - Close Up

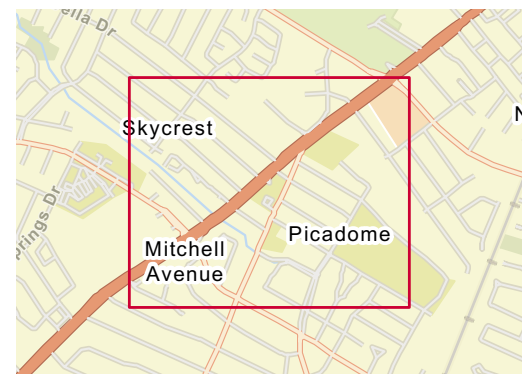
1800 Harrodsburg Rd, Lexington, Kentucky, 40504

Rings: 1, 3, 5 mile radii



Average Daily Traffic Volume

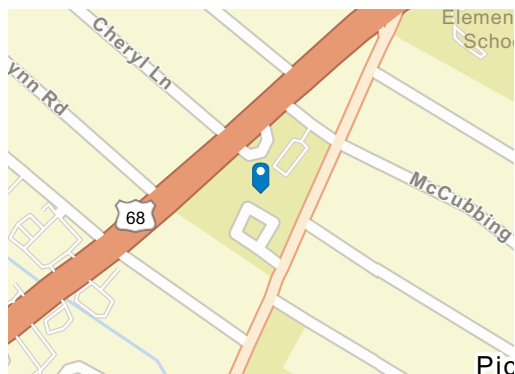
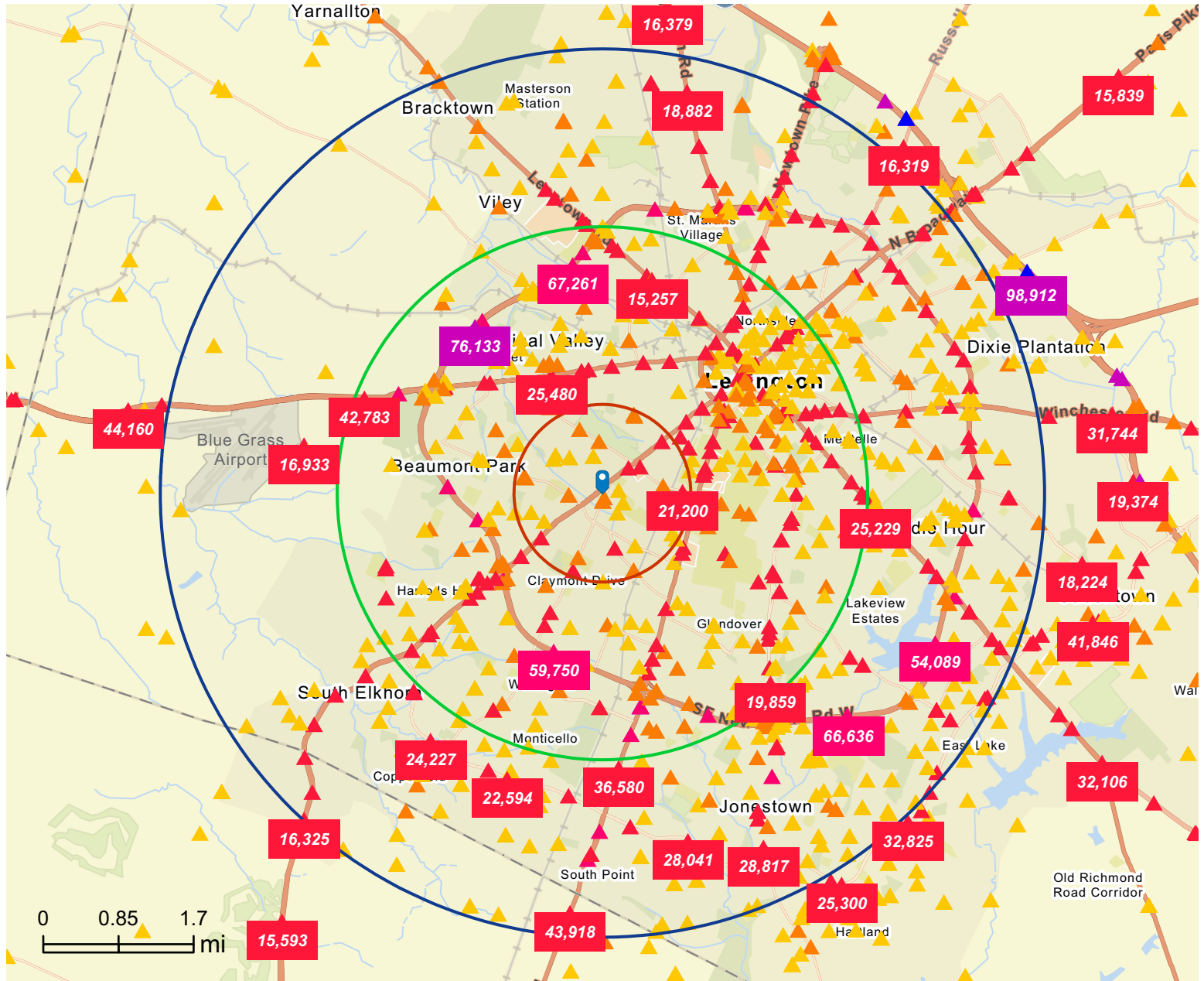
- ▲ Up to 8,000 vehicles per day
- ▲ 8,001 - 15,000
- ▲ 15,001 - 50,000
- ▲ 50,001 - 70,000
- ▲ 70,001 - 100,000
- ▲ More than 100,000 per day



Traffic Count Map

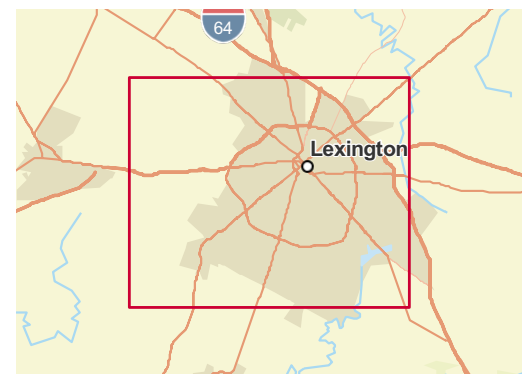
1800 Harrodsburg Rd, Lexington, Kentucky, 40504

Rings: 1, 3, 5 mile radii



Average Daily Traffic Volume

- ▲ Up to 8,000 vehicles per day
- ▲ 8,001 - 15,000
- ▲ 15,001 - 50,000
- ▲ 50,001 - 70,000
- ▲ 70,001 - 100,000
- ▲ More than 100,000 per day



 **Source:** Traffic Counts (2025)

TERMS AND CONDITIONS OF SALE

Bid Process & Instructions

1. ANY AND ALL OFFERS MUST BE SUBMITTED USING THE INITIAL BID AND BINDING PURCHASE AGREEMENT (the “APA”) INCLUDED IN THIS PACKAGE AND SHALL BE SUBJECT TO THE TERMS DEFINED IN THE APA AND HIGHLIGHTED BELOW:
2. OFFERS AND REQUIRED BID DEPOSITS MUST BE RECEIVED NO LATER THAN **4:00 PM EDT, TUESDAY, MAY 5, 2026;**
3. BIDS MUST BE ACCOMPANIED BY AN INITIAL DEPOSIT IN THE AMOUNT OF \$50,000 PAYABLE TO TRANZON ASSET ADVISORS ESCROW ACCOUNT ALONG WITH PROOF OF FINANCIAL ABILITY TO CLOSE (acceptable forms of financial ability are – 1. Irrevocable bank letter of credit; 2. Copy of current bank/money market or similar account showing adequate funds to close the transaction at the submitted bid price or higher; 3. Final, unconditional and irrevocable letter of approved loan in the name of the buyer from a recognized lender. Note that all forms of proof of financial ability will be investigated by the auction firm and should include direct contact information from the issuing institution. (Note: Initial deposits are preferred to be provided by wire transfer so long as the wire is received no later than the date and time stated above – Please email or call Tranzon to request wire instructions);
4. Note that there is a line item for the 6% Buyer’s Premium which must be included to calculate the Total Sale Price.
5. Execute the completed APA and submit via email to jconlee@tranzon.com, ktoney@tranzon.com and tgreenwell@tranzon.com;
6. Bids Are Irrevocable. By submitting a bid, the Bidder is making an irrevocable offer to purchase the asset described below. The Bidder acknowledges and agrees that by submission of its bid, it is accepting the terms and conditions set forth in these Instructions. Upon submission of a bid, the offers contained therein are irrevocable;
7. The three highest sealed bids and any other sealed bid within twenty-five percent (25%) of the highest sealed bid, will be designated as Qualified Bidders who may be invited to a second round of live, online bidding or a call for best and final bids, at the sole discretion of Tranzon and Seller, to be conducted on May 7, 2026, with online bidding opening at 12:00 PM EDT and concluding at 1:00 PM EDT
8. Closing shall occur within thirty-five (35) calendar days of receipt of final Kentucky Department of Education approval (subject to regulations promulgated in 702 KAR 4:090).
9. The Fayette County Board of Education and/or the Kentucky Board of Education retain the right to accept or reject any or all bids received and final approval is conditioned upon approval of the winning bid and back up bid by both entities.



Terms and Conditions of the Auction Sale

(the "Terms")

Property Address: 1800 Harrodsburg Road, Lexington, KY 40503 (TAA2605)

NOTE: THESE TERMS AND CONDITIONS OF THE AUCTION SALE ARE BINDING ON ALL PARTIES WHO WISH TO REGISTER AND BID ON THE PROPERTY. THESE ARE LEGALLY BINDING AND MAY NOT BE ALTERED OR CHANGED BY THE BIDDER.

The board of education reserves the right to reject any and all bids and final approval by the Kentucky Department of Education is required as a condition of sale.

1. Modified Sealed Bid Sale. All Property is being offered through a sale process referred to herein as a modified sealed bid offering ("MSBO"), wherein interested parties ("Recipient", "Buyer", "Bidder") are being asked to submit offers to the Sales Agent ("Sales Agent", "Auctioneer") for the right, title and interest in certain real property (the "Asset") for consideration by the Seller (the "Seller").
2. Bids: The Seller reserves the right to accept or reject bids, evaluate offers compared to other offers received and designate the highest three bids, and any bid within twenty-five percent (25%) of the highest bid, as qualified bidders (the "Qualified Bidders"). Qualified Bidders may be invited to a second round of live, online bidding between Qualified Bidders only, or a request to Qualified Bidders for best and final bids (the "Auction") at the sole discretion of the Sales Agent and Seller. The MSBO and any subsequent Auction shall be referred to as the Bid Process as is further defined herein, and all bids submitted to Sales Agent are subject to the terms and conditions specified below.
3. Bid Deadline. All bids must be submitted to Sales Agent on or before 4:00 PM EDT, Tuesday, May 5, 2026 (the "Bid Deadline"). Bids received after the Bid Deadline may be considered Non-Conforming at the sole discretion of the Sales Agent and the Seller, as determined in Sales Agent and Seller's sole discretion. This posted deadline does not in any way limit the Sales Agent and Seller's right to extend the deadline, cancel the offering or sell the property without notice prior to the bid due date.
4. The second highest bidder at the auction will be deemed as the "Backup Bidder" for the sale and said bid will be considered non-revocable. The Backup Bidder will be required to execute a "Backup Contract" at the completion of the online auction and upon receipt of the Backup Contract. Backup Bidder agrees to keep their Initial Deposit in escrow until the winning bidder closes or the Backup Bidder closes, whichever happens first. If the second highest bidder refuses to sign the Backup Contract, the Seller may elect to select another Backup Bidder who shall sign the Backup Contract and post the \$50,000 deposit. If the closing on the winning bid by the winning bidder fails to occur, the Backup Bidder shall become the winning bidder and will be required to post the balance of the deposit (10% of the total sale price) and shall close within fifteen (15) calendar days of being notified that it is the new winning bidder or within fifteen (15) calendar days of approval by the Kentucky Department of Education, whichever is longer. The Backup Bidder's deposit shall be returned to it within two (2) business days of the successful closing of the winning bidder. If Backup Bidder fails to timely close on its Backup Bid under the sale terms and conditions it shall forfeit its Total Deposit.
5. Buyer's Premium: A Six Percent (6%) buyer's premium will be added to the high bid price to determine the Total Sale Price. Payment of the Buyer's Premium is a condition of closing.
6. Required Bid Information. All bids submitted to Sales Agent must include the following:
 - i. Fully executed Initial Bid and Binding Purchase Agreement (the "APA");
 - ii. Receipt of a \$50,000 initial deposit (the "Initial Deposit") in the form and amount as defined below;
 - iii. Proof of financial capacity to close in a form deemed acceptable to the Sales Agent and Seller
7. Deposits. All bids must be accompanied by an Initial Deposit of \$50,000. Deposits must be submitted to the Sales Agent in the form of a wire transfer or certified check. After the conclusion of the Sealed Bid or Auction, as applicable, the winning bidder is required to make an additional deposit (the "Additional Deposit") to the Sales Agent in an amount totaling 10% of the total purchase price (the "Total Deposit")



- within 24 hours following the Auction. The Initial Deposit is credited to the Additional Deposit. The winning bidder's Total Deposit will be credited towards the final purchase price. If the winning bidder does not close, it forfeits its Total Deposit, and the Seller will close with the Backup Bidder. The Initial Deposit of the back-up bidder will be held in escrow until the winning bidder successfully closes and then returned. Initial Deposits of all bidders not selected as Qualified Bidders and those Qualified Bidders who are not selected as the winning or back-up bidder will be returned within two (2) business days after notification.
8. Due Diligence. All prospective Bidders are responsible for performing their own due diligence prior to submitting their bid. For additional information, interested Bidders may contact Kelly Toney at ktoney@tranzon.com or Jordan Conlee at jconlee@tranzon.com.
 9. Notice. Bidders may be advised by notice(s) of additions, deletions or alterations in any document forming a part of the MSBO any time prior to the Bid Deadline. Such revised documents will be available to prospective Bidders.
 10. Submission of Bid. Except as otherwise permitted by this MSBO, all bids submitted must be unconditional and without alteration to the APA. Any bid conditioned upon any change in any of the documents provided in the Sealed Bid Package, either by way of addition or deletion, may be summarily rejected by Sales Agent and Seller, in their sole discretion. All bidders must complete, execute and return to Sales Agent the APA, executed by the Bidder together with the required Initial Deposit before any bids are considered.
 11. Bids Are Irrevocable. By submitting a bid, the Bidder is making an irrevocable offer to purchase the Asset bid upon. The Bidder acknowledges and agrees that by submission of its bid, it is accepting the terms and conditions set forth in these instructions. Upon submission of a bid, the offers contained therein are irrevocable.
 12. Notification. Sales Agent and Seller will review all bids received by the Bid Deadline. Qualified Bidders will be notified within twenty-four (24) hours of the Sealed Bid Deadline. If Sales Agent and Seller determine that no Auction will be held, the Sales Agent and Seller will determine the highest and winning bidder.
 13. Qualified Bidders. Those parties deemed as Qualified Bidders and invited to the Auction shall include the three (3) highest bids and/or any other bidder whose total bid is within twenty-five percent (25%) of the highest bid received. Only Qualified Bidders are eligible to participate in the Auction.
 14. Auction. If a second round Auction is held, it will take place on Thursday, May 7, 2026, with online bidding opening at 12:00 PM EDT and concluding at 1:00 PM EDT. Only Qualified Bidders and advisors will be allowed to participate in the Auction. The highest bid, as determined by Sales Agent and Seller, will be the lead bid at the Auction. The Auction will open at the highest sealed bid amount. Qualified Bidders will be allowed to overbid in minimum bid increments as determined by Sales Agent at the time of the Auction. Sales Agent shall moderate the auction process on its proprietary online bidding platform on www.tranzon.com. The Auction will conclude once the highest bid and next highest bid have been awarded. Immediately following the Auction, the Sales Agent will submit an Addendum to the APA for the Buyer to immediately execute reflecting the highest total contract price.
 15. Closing and Final Payment. Closing shall occur within thirty-five (35) calendar days of receipt of final Kentucky Department of Education approval (subject to regulations promulgated in 702 KAR 4:090). UNDER NO CIRCUMSTANCES SHALL THE CLOSE OF ESCROW OCCUR LATER THAN JUNE 30, 2026, REGARDLESS OF WHEN APPROVAL IS OBTAINED. The seller will tender a deed granting to the buyer an unencumbered marketable title to the Property to be conveyed by Special Warranty Deed. The seller shall pay for deed preparation, pre-auction title search, their prorated share of survey and environmental site assessment costs, if applicable, and their own attorney fees. The buyer shall be responsible for all other costs of closing and transfer. All deposits of tenants shall be transferred or credited to the buyer at closing, if applicable. All leases due and payable shall be prorated to the date of closing, as is standard and common practice to the area in which the property is located. The buyer acknowledges that this sale is not contingent upon post sale inspections or financing approval.
 16. Auction Bid Default: In the event a winning bidder fails to acknowledge and sign the tendered Purchase Agreement and/or fails to submit the required earnest money deposit as provided in these Terms shall be in default and its \$50,000.00 Initial Bid Deposit is forfeited not as a penalty, and there may be further remedies



for the benefit of the seller as a result of default. The Seller and auction firm reserve the right to pursue the defaulted bidder through all legal means necessary.

17. Financing. All transactions must be made in U.S. cash funds. The Sale is not contingent upon the Buyer securing or obtaining financing.
18. Absence of Warranties. The Bidder understands and agrees: (1) that any description of the Asset given or furnished by Sales Agent and Seller is solely for identification, and does not create any warranty expressed or implied, (2) that the bidder or agent on bidder's behalf has inspected or has had the opportunity to inspect, the Asset upon which bidder will be bidding, (3) that the Asset is purchased and accepted by bidder "AS IS", "WHERE IS" and "WITH ALL FAULTS". SALES AGENT AND SELLER MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, USABILITY, SALABILITY, YEAR, PERFORMANCE, OR OTHER SPECIFICATIONS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. Indemnification. Bidder shall indemnify, hold harmless and defend Seller, Sales Agent, and any professionals employed or otherwise retained by the Seller or the Sales Agent from and against any and all losses, damages, liabilities and claims, including attorney fees, costs and expenses arising out of or based upon or resulting from, (1) any act or omission relating to or affecting the Asset bid on or purchased by Bidder, (2) the claim of any third party claiming or challenging title to any Asset purchased by Bidder or claiming infringement of any proprietary interest, (3) the claim of any person resulting from offering for sale or selling the Asset purchased by Bidder.
20. Rights Reserved. If any provision of these Terms and Conditions shall be held invalid, illegal, unenforceable or inoperative, the balance of Terms of Sale shall remain in full force and affect as if such provisions had not been included. The Bid Process and Terms with any amendments or modifications expressly made by Sales Agent constitute all the terms and conditions with respect to the sale of the Asset; however, Sales Agent reserves the right to modify the Bid Process and Terms, as may be necessary and shall notify Bidder accordingly.
21. The venue and jurisdiction for any dispute in this matter shall be governed in all respects by the laws of the Commonwealth of Kentucky and the courts residing in Fayette County, Kentucky.
22. Agency Disclosure: Tranzon Asset Advisors and Schrader Commercial Properties and all regional affiliate offices represent the SELLER in ALL transactions.
23. Disclaimer: All information contained herein is believed to be correct. The information is being furnished to bidders for the bidder's convenience, and it is the responsibility of the bidder to determine that information contained herein is accurate, complete and meets all requirements the bidder, in their sole judgement, requires. Any reliance on the contents shall be solely at the recipient's risk. Each bidder must conduct and rely solely upon their individual investigation and inspection. The property is being sold "AS IS, WHERE IS" with all faults and without warranty as to the condition, use, size, merchantability or other conditions. Bidders are advised to thoroughly review all the information, conduct your analysis and due diligence and seek appropriate assistance prior to bidding or do not bid.
24. Binding Terms and Technological Issues: These terms and conditions are binding on all registered bidders, all sales are final and bidders assume all risk for technical issues, including but not limited to loss of internet connection, slow connection, time out of the bidding platform or all other technological matters related to bidding on the property through electronic means.

THIS IS NOT A SOLICITATION OR OFFERING TO RESIDENTS OF ANY STATE OR COUNTRY WHERE THIS OFFERING IS PROHIBITED BY LAW.

This auction is conducted by Tranzon Asset Advisors, in cooperation with its affiliate offices in other locations and is solely acting as marketing agent. Tranzon Asset Advisors is solely responsible for the terms and conditions of this auction and the manner in which it is conducted. Tranzon Asset Advisors is a member company of Tranzon, L.L.C., is independently owned and operated, and uses the Tranzon name by license from Tranzon L.L.C., which is not conducting, licensed or otherwise involved in this auction.



ONLINE TIMED AUCTION | FREQUENTLY ASKED QUESTIONS

When should I register for an online auction?

We recommend that you register as soon as possible. This allows you to become familiar with the online process and makes things easier when the auction opens.

Am I obligated to bid once I register?

No. You must register to be able to bid, but registration does not in any way obligate you to bid.

What is a bidding deposit? How is it different from an earnest money deposit?

Auction participants make a financial commitment to perform in order to be approved to bid, sometimes in the form of a credit card hold (see below) and sometimes in the form of certified or wired funds (also known as a bidding deposit) which are refunded after the close of the auction if you are not the winning bidder. Deposit terms and amounts for each auction can vary and are found in the Terms and Conditions.

The earnest money deposit is due upon notification that you are the winning bidder. This deposit acts as a payment toward the total purchase price and security against default. The amount of the deposit can be a percentage of your purchase price or a set amount. If certified or wired funds were required to bid, they will go toward any earnest money deposit amount due.

If you ask for my credit card information during the registration process, do you actually charge my card?

Your card will not be charged at the time of registration. However, a temporary hold may be placed on your card in lieu of a bidding deposit. The hold amount varies for different auctions (read the specific Terms and Conditions on the tranzon.com listing page or in the auction's Property Information Package). If you are not the successful bidder, any hold will be removed after the auction, generally within 24 hours. If you are the high bidder, the hold will remain in place until your obligations under the Terms and Conditions are met. Credit card holds are only processed as a penalty in the event that the high bidder defaults on his or her obligations under the Terms and Conditions.

Is the credit card hold a part of my earnest money deposit if I am the high bidder?

No. If a hold was placed on your credit card, you will need to comply separately with any earnest money deposit requirements. Once receipt of your earnest money deposit is confirmed, the hold on your card will be released. You will want to consult the Terms and Conditions for the auction to make sure you understand these requirements.

How do I register for an online auction?

You can register for an online auction through www.tranzon.com. Simply click "Online Auctions" in the BUY menu. Find the auction you are interested in and click the button that says "Login & Register to Bid." Then follow the instructions to register. You will be notified when your registration has been approved. After you have received approval notification, you can return to the auction at any time when bidding is open, log in, and bid.

When will the auction start? When will bidding end?

Bidding on any Tranzon online auction will begin and end at the times clearly shown on the listing page on tranzon.com and in the Property Information Package for the particular auction – or as extended (see "What is the auto-extend feature?" for more information). Please be careful to note that all times are expressed in Eastern Time (ET), so be sure to convert to local time for auctions outside of the Eastern time zone of the United States.

How should I prepare to participate in an online auction?

Here's a checklist you'll want to make sure to cover before you bid:

- Download and thoroughly read the Property Information Package (PIP), found in the "Documents" list on the property listing page, to make sure you understand what you're bidding on and the terms of the sale.
- Carefully read and accept the auction's Terms and Conditions.
- You're strongly encouraged to attend one of the available property previews or speak to the listed auction contact about scheduling a preview. Auction properties are sold without contingency, so you should see the property for yourself before bidding to ensure that it meets your needs as-is.
- Log into tranzon.com and register on the property listing page for your auction. You will be asked to certify that you have read and accepted the Terms and Conditions for the auction.

Should I wait until the last minute to bid?

You can certainly bid whenever you choose during the time that bidding is open. We recommend, however, that you not wait until the last minute to bid, in order to make sure that you do not miss an opportunity to bid because of technical or other issues that might arise. There is no particular advantage to waiting until the very last moment, as most Tranzon auctions feature an anti-sniping extension called auto-extend (see below) that limits a bidder's ability to become the winning bidder simply by submitting a bid at the very last moment.

What is the auto-extend feature?

If someone bids within the last few minutes of the auction, the timer for the auction will automatically extend. These "auto-extend" time periods can differ for particular auctions, so be sure to check the auto-extend times for your particular auction, which will be clearly noted in the Terms and Conditions. The extension process will continue until no further bids are placed before the closing time, as extended.

For example, an auction has a 2-minute auto-extend provision, and bidding is scheduled to close at 11:00 AM. A bid is placed at 10:59 AM (within 2 minutes of the scheduled closing time). This triggers an automatic two-minute reset of the countdown clock, adjusting the auction's end time to 11:01AM. The time will continue to extend in this way until no bids are placed for at least 2 minutes.

What is the Maximum Bid feature?

The Maximum Bid, or "Max Bid," feature allows you to put into the system your highest bid. The system will then bid on your behalf in the next increment up to but not exceeding that number. If no one bids against you, the system will not further raise your bid. Max Bidding is kind of a "set it and forget it" bid, but you will want to stay tuned to see if other bidders have exceeded your maximum. You can raise your Max Bid at any time prior to the close of bidding.

What happens if two people enter the same Maximum Bid?

If two bidders enter the same number as a Max Bid, the bidder who entered the Max Bid first will be considered the current high bidder at the full Max Bid amount (tie goes to the runner, in this case to the Max Bidder who was first-in-time to enter the Max Bid at that amount). For this reason, if you plan to enter a Max Bid, we recommend you enter it as soon as possible once the bidding starts.

After I have entered a Maximum Bid, what happens when someone enters a manual bid that is less than my Maximum Bid, or at the same level as my Maximum Bid?

After you have entered a Max Bid, if another bidder enters a specific (manual) bid at an amount less than your Max Bid, your bid will be advanced to the next increment higher than the other bidder's manual bid, subject always to not exceeding your Max Bid amount. If the other bidder enters a manual bid in the same amount as your previously-registered Max Bid, your Max Bid will match the manual bid and your Max Bid will be considered the high bid at that amount (again, tie goes to the runner, in this case the Max Bidder who had previously entered a Max Bid at that amount instead of the bidder who entered a manual bid at the same amount later).

I was the high bidder. What happens next?

An agent from our office will either call or email you soon after the bidding closes, typically within 24 hours.

- If the auction did not have a reserve and did not require seller confirmation, our agent will provide you with instructions for submitting your earnest money deposit, scheduling the closing, and other post-auction details.
- If the auction was subject to a reserve or required seller confirmation, our agent will advise whether your high bid has been accepted. If your high bid is accepted, we will provide you with instructions for submitting your earnest money deposit, scheduling of the closing and other post-auction details. If your high bid is not accepted, we will advise you as to next steps. In most cases where the high bid is not accepted by the seller, post-auction offers will be considered and should be submitted through the Tranzon agent.

What if I have other questions?

Call or e-mail the contact listed on the auction's property listing page or contact the Tranzon main office at 866-872-6966 (toll-free). Our auction professionals are always happy to help with any questions you might have.

Terms and Conditions for Timed Online Auctions

The following Terms and Conditions apply to all online auctions conducted by Tranzon member companies. The auction company or companies conducting this auction is or are referred to as “we” or “our” or “Auctioneer” in the following Terms and Conditions, and references to the Auctioneer include all of the Auctioneer’s employees, officers, directors, principals, employees, agents and other representatives. The Auctioneer is a member company in Tranzon, LLC. All Tranzon member companies are independently owned and operated.

The Auctioneer is conducting this auction as an online auction only. Bidders are referred to as “you” or “your” or “Bidder(s)” in the following Terms and Conditions. You are required to acknowledge that you have read and understand these Terms and Conditions before you will be allowed to register for and bid at this auction. In addition, the Auctioneer may add additional terms and conditions (the “Additional Terms and Conditions”) for this auction, and you will be required to acknowledge that you have read and understand any such Additional Terms and Conditions. Such Additional Terms and Conditions may include notification that there is a published or unpublished reserve, or that the results of the bidding at this auction are subject to Seller confirmation. In the event of any conflict between these Terms and Conditions and any such Additional Terms and Conditions provided by the Auctioneer, the Additional Terms and Conditions shall apply and shall supersede any conflicting provisions in these Terms and Conditions.

Agent for Seller: The Auctioneer does not own the property being sold in this auction. The Auctioneer is representing the Seller exclusively in this auction transaction.

Due Diligence: It is your responsibility to obtain and read the Property Information Package relating to the property being sold at this auction, as well as any and all other information made available on the Tranzon website relating to this auction and the property being sold at this auction. You acknowledge and represent that you have done so. Notwithstanding the foregoing, you also acknowledge and agree that the sale pursuant to this auction is being made on an “as-is, where-is” basis, with no representations or warranties of any kind, expressed or implied, by the Seller and/or the Auctioneer. You further acknowledge that any information contained in the Property Information Package or otherwise obtained through the Tranzon website or directly or indirectly from the Auctioneer and/or the Seller is being presented to the best of the Auctioneer’s and the Seller’s actual knowledge without independent verification. Therefore, it is your sole and exclusive responsibility to inspect the property; review the documents relating to the property; assess the accuracy and completeness of the information contained in the Property Information Package and any such other documents; and independently verify and confirm any estimates, projections, or assumptions relating thereto, none of which may be considered to be guaranties. In connection therewith, you have the sole and exclusive responsibility to select and consult with any and all professional advisors of your choosing in determining whether to bid at this auction. You acknowledge that you have relied exclusively on your own investigation and determinations and the advice or your own professional advisors, and expressly represent that you have not relied upon any information provided by the Seller or the Auctioneer in any way, whether through the Property Information Package or other documents, through the Auctioneer’s website, or by any oral, written or electronic communications with the Auctioneer or the Seller, or otherwise.

No Conditions or Contingencies: Without limiting the generality of the foregoing, you acknowledge and agree (i) that the completion of the sale following the conclusion of the auction is not contingent upon any inspection or verification of any such information, and the Closing Date or Closing Time (as defined below) will not be extended in order to permit any such inspection or review; (ii) that neither the Seller nor the Auctioneer nor any broker participating in the transaction to which this auction relates shall have any liability for any relief, including damages of any kind, rescission or reformation of the Purchase Contract (as defined below) or adjustment to the terms of the Purchase Contract based upon any failure of the property to conform to any description contained in the Property Information Package, or to any standard or any expectation that you may have in connection with the property; and (iii) that the completion of the sale is not subject to any financing or other contingency of any sort. **You represent and warrant that by registering to bid and bidding during this auction, you have conducted all necessary investigations, and have determined to place a bid relying solely on your own independent investigation or verification of material facts concerning the sale and the suitability of the property for your intended use if you are the successful bidder.**

Registration and Verification: In order to bid at this auction, you will be required to register at the Tranzon website, www.tranzon.com (the “Tranzon website”). All Bidders seeking to register for this auction must be eighteen (18) years of age or older, must be eligible to bid in the Auctioneer’s sole discretion based on the Auctioneer’s past experience with the registering bidder or otherwise, and may be subject to verification through credit card information in the registration process. You may be asked to provide credit card information for this purpose, and we will use a third-party service or other process to verify that your credit card is valid and has available credit.

When your registration to bid on this auction has been approved, you will receive an email notification that you have been approved for bidding. In addition, bidding rights are not absolute, and all registrations, even if successfully verified by credit card as described above, are subject to manual verification at any time, and from time to time, by the Auctioneer. We may suspend or terminate your registration for this auction at any time, and for any and all reasons or for no reason, in our sole discretion. We will notify you by email if your approval to bid at this auction has been terminated or suspended.

Bidding Time: This auction is a timed auction event. Bidding is scheduled to begin and close at the times set forth on the Tranzon website. All time references on the bidding site for Tranzon online auctions are **expressed in Eastern Time**, and you should therefore be mindful of the need to convert to local time when bidding on auctions of properties located in other time zones. It is your responsibility to check the Tranzon website carefully so that you are aware of the scheduled closing time.

Extended Bidding Time: The Auction is scheduled to begin on the “Starting Date and Time” and tentatively end on the “Scheduled Ending Date and Time” that are listed on the property page of Tranzon’s website; however, for a bid received just before the Scheduled Ending Date and Time, an automatic extension feature in the online-bidding platform will extend the Scheduled Ending Date and Time and keep the Auction open for an additional period of time beyond the time that the last bid was received, and this process will repeat every time a subsequent bid is received. Subsequent and additional extensions shall be applied to any and all bids placed during any such extension period until an extension period has expired without additional bids being placed, at which time the bidding time, as extended, shall be closed. The number of minutes of Extended Bidding Time may vary in the sole discretion of the Auctioneer. For example, if the extension period specified by the auctioneer is 4 minutes, and the scheduled ending time is 2 PM but a bid is placed at 1:59 PM, the auction closing time would be extended by 4 minutes and the auction would close at 2:03 PM. Because of the possibility of extended bidding time, Bidders should continue to participate in the auction until receiving notification that the auction has closed and, in the case of a presumed High Bidder, until receiving a notification of the amount of the high bid as of the time of closing of the auction.

Bidder Responsibility: Bidders must take care in entering bids, and each Bidder will be responsible for all bids placed under the Bidder’s approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered Bidder and may not be modified, retracted or rescinded in whole or in part.

Bid Increments: Once bidding has commenced, any advances on a bid must be made in increments at least as great as those which we, in our sole discretion, have determined. We may, in our sole discretion, change or modify the required bid increments from time to time, or at multiple times, during the auction.

Maximum Bid Amount: We also provide opportunities for a bidder to submit a maximum bid amount (often called a “Max Bid”) and to direct that our website bid on such bidder’s behalf in scheduled increments until the maximum amount identified by the bidder has been reached. In the event that you later enter a

max bid with the same maximum bid amount as was previously authorized by another bidder's max bid, or enter a specific bid in the same amount as was previously authorized by another bidder's max bid, the other bidder's max bid as previously entered before your bid will be deemed to be the prevailing bid at that amount, and you will be deemed to be outbid. In the event that there should be any dispute among competitive bidders with regard to the identity or amount of the high bid, the Auctioneer may reopen bidding on the property and may, in conjunction with such reopening of the bidding, designate one of the bidders as the "High Bidder" in the Auctioneer's sole discretion. All decisions by the Auctioneer shall be final.

Technical Problems: We have made reasonable efforts to provide for online bidding for this auction. You recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the Tranzon website, our online bidding program and process, your or our internet service and access, and your connection to this auction's bidding program and process. You further acknowledge that these and other technical problems may develop at any time and with or without notice. You acknowledge and agree that neither we nor the Seller is in any way responsible for any such technical problems, and that you have no absolute or other right to be able to bid on this auction in the event of any such technical problems. Notwithstanding the foregoing, you further acknowledge and agree that, in the event of any such technical problems, we reserve the right to postpone or cancel the auction and/or extend the bidding time for this auction and/or relist the property for auction at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final.

Terms Specific to This Auction or Property: As noted above, the Auctioneer may provide Additional Terms and Conditions that are specific to this auction or the property or properties being sold at this auction. Without limiting the generality of the foregoing, such Additional Terms and Conditions may, but shall not necessarily be required to, relate to the following provisions, among others: extended bidding time; and bid increments.

Bidding Authorization: A bid deposit in an amount set forth on the Tranzon website or as communicated by the Auctioneer in the Additional Terms and Conditions may be required in order to bid. Any such deposit will be required in actual funds, which the Auctioneer may hold until the completion of bidding and for a reasonable period of time to allow for the return of any such funds after the conclusion of the auction. Alternatively, in some instances a credit card preauthorization may be accepted for bidding authorization, not as a deposit. Please see specific requirements associated with the property for which you are registering to bid, as set forth on the Tranzon website or in the Additional Terms and Conditions.

Earnest Money Deposit: If you are the successful bidder, you may then be required to tender a deposit or an additional deposit in the form of a cashier's check or wire transfer, within 24 hours or such other time as may be specified by the Auctioneer following the close of the auction, to be held by the Auctioneer or a designated escrow agent, all as set forth on the Tranzon website or in the Additional Terms and Conditions.

Purchase Contract: If you are the successful bidder, you will be required to sign a purchase and sale agreement or similar agreement or document, however captioned or titled (the "Purchase Contract") and other necessary documents in the form designated by, and within the time periods established by, the Auctioneer, generally 24 hours. The terms of the Purchase Contract are expressly not negotiable and the Purchase Contract must be signed in the name of the high bidder and, except as may specifically be permitted by the terms of the Purchase Contract or expressly agreed upon in writing by the Seller or Auctioneer in their sole discretion, may not be assigned to any other person or party. The Purchase Contract and such other documents will set forth the specific terms and conditions of the sale, including the time by which the high bidder's purchase of the property must be completed. Copies of some or all of these documents are available on the Tranzon website or may be obtained from the Auctioneer, and it is your responsibility to obtain, read, and understand the provisions of any such documents before bidding at this auction. The Seller's obligations to the successful bidder are exclusively as set forth in the Purchase Contract.

Buyer's Premium: A buyer's premium ("Buyer's Premium") in a percentage specified by the Auctioneer as noted on the Tranzon website for each specific property auction or in the Additional Terms and Conditions may be added to the successful bidder's highest bid price. Any such Buyer's Premium shall become part of the total purchase price in the Purchase Contract, and must be paid by the successful bidder.

Closing: All sales must close within a period of time (the "Closing Time") or on a date certain (the "Closing Date") set forth in the Purchase Contract, unless extended by the Seller in writing. Unless otherwise provided in the Purchase Contract or other documents pertaining to this particular auction, any extensions shall be requested in writing not later than five (5) days before expiration of the Closing Time or the scheduled Closing Date, as the case may be, and any such requests may or may not be considered by the Seller and granted by the Seller in the Seller's sole discretion. In preparation for the closing, the balance of the purchase price and any and all other funds necessary to complete the purchase must be provided by the successful bidder to the Seller or its closing agent(s), in immediately available funds or by wire transfer as directed by the Seller's closing agent(s), not later than forty-eight (48) hours before the scheduled closing or at such other time as may be expressly designated by the Seller's closing agent(s).

High Bidder's Default: Successful Bidders who fail to close in a timely manner for any reason shall be required to release their deposit(s) to Seller as partial and nonexclusive liquidated damages and not as a penalty, and the Seller retains the unilateral right to cancel any escrow and retain the successful bidder's deposit in the event the successful bidder fails to complete the purchase as required by the terms of the Purchase Contract. In addition, in the event the successful bidder fails to submit the executed Purchase Contract and any required earnest money deposit as required by these Terms and Conditions and any Additional Terms and Conditions, the successful bidder agrees to pay to the Auctioneer a fee in the amount of Ten Thousand Dollars (\$10,000.00) or such other amount as may be specified in any Additional Terms and Conditions, which amount may be paid by retention of the high bidder's deposit check or the credit card submitted for bidding authorization, in the sole discretion of the Auctioneer, as a penalty for non-performance. A successful bidder who fails to submit an executed Purchase Contract, fails to make any required earnest money deposit, or fails to close in a timely manner may also be prohibited from bidding on future auctions conducted by the Auctioneer or the Auctioneer's affiliates, in the discretion of the Auctioneer and any such affiliate or affiliates. These remedies are in addition to any other remedies, including specific performance, and/or additional money damages that the Seller and/or the Auctioneer may have in equity or at law. The Auctioneer and the Seller also reserve the right immediately to put the property up for sale again.

General Terms and Conditions: You acknowledge and understand that the Auctioneer reserves the right, for any reason or for no reason in the Auctioneer's sole discretion, (i) to determine who has access to and who may bid at this auction, (ii) to postpone or cancel the auction, (iii) to withdraw the property or any one or more properties from the auction, (iv) to change any terms of the auction or particular conditions of sale upon announcement prior to or during the course of the auction, (v) to bid on behalf of the Seller up to the amount of any reserve price, where permitted by law, (vi) to reject any and all bids, and (vii) to select the winning bid. You further acknowledge that neither the Seller nor the Auctioneer nor any broker involved in this auction is making any representation or warranty as to the manner in which the sale process will be managed, and that, except as may otherwise be provided by law, any acceptance of a winning bid prior to the execution of a binding Purchase Contract may be rescinded by the Seller in the Seller's sole discretion and for any reason whatsoever including the receipt of a subsequent bid, and that the Seller's obligation to sell any property or properties in this auction shall not be binding until such final Purchase Contract is signed and delivered by the Seller and the winning bidder. The Auctioneer may sell the property or any one or more properties subject to this auction in advance of the auction, in the Auctioneer's sole discretion. The sole and exclusive venue for any disputes regarding or relating in any way to this auction or the transactions made in conjunction with this auction shall be in the state courts of general jurisdiction located in the jurisdiction where the property that is subject to this auction is located, or if more than one such jurisdiction is related to such property or properties, in any one of such jurisdictions as the Auctioneer may select, or, at the election of the Seller in its sole discretion in any jurisdiction where the Seller maintains a principal or other place of business, and you irrevocably submit to the jurisdiction of such courts.

***SAMPLE OF PURCHASE AND SALE
AGREEMENT***

INITIAL BID AND BINDING PURCHASE AGREEMENT

dated as of May [], 2026

among

[_____],
as Buyer, and/or assigns

and

BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY as Seller

NOTICE TO BUYER: This Contract and all obligations of the Seller are subject to Kentucky Revised Statutes and specifically 702 KAR 4:090 governing the sale of real property by governmental entities, specifically the Fayette County Public Schools. This Contract is subject to approval by both the Board of Education of Fayette County, Kentucky and the Kentucky Department of Education. Only upon approval by both agencies and acknowledgment in writing is the Contract approved and accepted. The Buyer understands this requirement, accepts the terms of sale and agrees that its offer is valid, irrevocable and available for Seller acceptance, that it shall not withdraw, alter or remand the offer during the period of acceptance.

Buyer Initials: _____



Agent of the Seller: Durnil Realtors/Auctioneers, Inc. d/b/a Tranzon Asset Advisors and Schrader Commercial Properties, LLC (the "Agent")

All notices to be sent to 1108-A North Dixie Highway, Elizabethtown, KY 42701, Phone: (270) 769-0284;
Attn: Edward D. Durnil, President; Email: edurnil@tranzon.com

IMPORTANT NOTE TO BIDDERS: Please read all directions below prior to filling out this irrevocable bid form and contract to purchase. Should you have any questions please contact the Agent. This is a legally binding Contract to purchase Property, if any party does not understand any portion of this Contract, please contact competent legal counsel.

This Initial Bid and Binding Purchase Agreement (this “**Contract**”) dated as of May ____, 2026, is by and between [_____] a [_____] (the “**Buyer**”), and Board of Education of Fayette County, Kentucky, (the “**Seller**”).

WHEREAS, Tranzon Asset Advisors and Schrader Commercial Properties, LLC (“**Agent**”) has been engaged by Seller to market and sell certain Property (defined below) on behalf of Seller; and

WHEREAS, the Buyer has been provided with the Property Information Package and the contents of a data room, and has independently evaluated the Property and elects to submit this Initial Bid for all of the Property;

NOW, THEREFORE, in reliance upon and in consideration of the representations, warranties and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Qualification of Bidder: Persons or entities wishing to participate in and qualify for the auction event (each, a “**Bidder**”) are required to submit several items to the Agent, on or before the bid due date enumerated below. These items **MUST BE DELIVERED TO AGENT** via email (with initial deposit funds wired to the designated escrow account) or delivered via one of the following manners: a) in-person, b) through a recognized express shipping company such as FedEx or UPS, or USPS-Express Mail on or before 4:00pm EDT, Tuesday May 5, 2026. Required initial deposits may either be wired to the escrow account of Tranzon Asset Advisors or a certified check sent with the bid form; any bid form that does not include the initial deposit and other qualifying requirements will be deemed a non-conforming bid and rejected.

1. The Bidder or its representative agent shall fill-out, initial each page and sign this initial bid form (the “**Initial Bid**”) with a bid price, buyer’s premium and total contract sales price. The Bidder agrees that by signing this bid form they are thereafter bound to the terms of the sale as specified in this Contract and shall not withdraw or revoke this or subsequent bids.
2. On or before 4:00 p.m. EDT Tuesday, May 5, 2026, the Bidder submits this Initial Bid for the Property (defined below) along with a certified check or wire transfer, payable to Tranzon Asset Advisors for fifty thousand dollars & 00/100 US (\$50,000.00) (the “**Initial Deposit**”). The total deposit due from the winning bidder is ten percent (10%) of the total purchase price, less credit for the Initial Deposit. Any additional deposit(s) must be made within one (1) business day of notification of Seller’s acceptance of the bid, via wire transfer to the escrow account of Tranzon Asset Advisors.
3. Seller reserves the right to cancel the offering, alter the terms of and/or accept or reject any and all bids and return the Initial Deposit to any or all bidders or to sell the Property prior to the bid offering date without prior notice.
4. Bidders may be asked to provide a non-contingent letter from their respective financial institution guaranteeing appropriate financing is secured to close the transaction or proof

of available cash funds (for example: current money market account statement, bank or insurance company issued letter of credit, notarized statement on bank letterhead affirming available cash funds, savings or checking account statement or any combination of the above noted items) upon submission of this Initial Bid.

5. SEND THIS INITIAL BID, PROVIDE THE INITIAL DEPOSIT (CERTIFIED FUNDS ONLY, OR WIRE TRANSFER) AND ALL DOCUMENTS TO THE SELLER'S AGENT ON OR BEFORE TUESDAY, MAY 5, 2026, AT OR BEFORE 4:00 PM EDT IN ORDER TO BE CONSIDERED FOR AND POTENTIALLY BE PERMITTED TO PARTICIPATE IN ANY SECOND/BEST AND FINAL ROUND OF BIDDING. ONLY SELECT AND QUALIFIED BIDDERS WILL BE PERMITTED TO PARTICIPATE IN FUTURE ROUNDS OF BIDDING. PROPERTY IS SUBJECT TO SALE PRIOR TO BID DUE DATE WITHOUT NOTICE.

Only qualified bidders will be permitted to participate in future rounds of bidding. An online, in person, or telephonic auction (the "*Auction*") may be conducted at the sole option of the Seller. Seller may forego an Auction and convert any future round of bidding to a call for Best & Final Bids, at the sole option of the Seller. The parties submitting sealed bids in the three (3) highest dollar amounts and/or those parties whose total bid is within twenty-five percent (25%) of the highest bid received shall be qualified to participate in the Auction for the Property, or to submit a Best & Final Bid. All other Initial Bids shall be rejected, and the parties shall be deemed unqualified to bid in the Auction for the Property and the deposits received shall be returned to each party within two business days of the conclusion of the Auction. Seller may elect to accept the highest Initial Bid without penalty or further comments in its sole discretion.

Irrevocable Bid and Offer to Purchase the Property
(the "Contract"):

1: Through Tranzon Asset Advisors and Schrader Commercial Properties, LLC, as Agent of the Seller, I/We agree to purchase the following described Property located in Fayette County, Kentucky:

Property Address: 1800 Harrodsburg Road, Lexington, KY 40503
 Fayette County Assessor's Parcel ID No.: 96700304 and 94025610
 Legal Description: See attached Exhibit A
 Deed Book: 2913 and Page No.: 590
 Collectively, (the "Property")

I/we, _____, (Buyer name), hereby offer for the Property, as specifically enumerated below, the total bid amount indicated below. Enclosed herewith is the initial deposit of \$50,000.00 (the "**Initial Deposit**"), which the Buyer agrees will be increased via wire transfer to the Agent's client escrow account to a total of ten percent (10%) of Total Sale Price (the "**Total Deposit**") within one (1) business day of the Seller's identification of a winning bid or bids. It is understood that all Property will be sold without warranty of any kind and is offered in its "as is" and "where is" condition, except as expressly stipulated in this Contract. All monetary amounts are to be paid in United States Dollars.

The undersigned Buyer, through the Agent, hereby submits an irrevocable bid to the Seller, Board of Education of Fayette County, Kentucky (the "Seller"), for the following described real property along with all right, title and interests in the improvements, attachments, and appurtenances; subject to normal and standard title exceptions such that any nationally recognized title company would insure and of record in Fayette County, Commonwealth of Kentucky.

_____ (the "Buyer"), offers for the Property the following amount in United States funds

High Bid Price:	\$ _____	
+ 6% Buyer's Premium:	\$ _____	(the "Premium")
= Total Sale Price:	\$ _____	(the "Total Sale Price")

Enclosed herewith is the initial deposit in the amount of Fifty Thousand Dollars & 00/100 (\$50,000.00) (the "Initial Deposit"), which the Buyer agrees will be increased via wire transfer to the Agent's client escrow account to a total of ten percent (10%) of the final Total Sale Price (the "Total Deposit") within one (1) business day of the Seller's identification of a winning bid or bids.

The balance of the Purchase Price shall be paid by the Buyer in the following manner: Buyer shall tender to George F. Allgeier, Attorney at Law (the "Designated Closing Agent") the balance of the Purchase Price in cash, or equivalent, at or prior to closing. Seller will tender to Buyer a deed granting to the Buyer an unencumbered marketable title to the Property to be conveyed by **Special Warranty Deed**, free and clear of all liens and encumbrances, with the usual covenants such as any title company will insure, subject to easements of record, current or prior homeowner or

condominium association covenants, conditions and/or restrictions, future assessments, taxes, and restrictive covenants of record as to the use and improvement of the Property. If Seller is unable to furnish marketable title, as described herein, on the date set for closing, the Buyer agrees that the Seller shall be granted a period of ninety (90) additional days from the contractual closing deadline listed in Section 6 of this Contract to cure any defects. If Seller fails to deliver unencumbered marketable title, as provided herein within the ninety (90) day timeframe outlined above, Buyer, as its sole remedy, may terminate this Contract and the Deposit shall be returned to Buyer. The sale is subject to applicable zoning or use regulations imposed by any local or state authority, but approval for use, development or subdivision is not a condition or contingency of closing.

2. Title Insurance: At close of escrow or contract settlement the Buyer may elect to purchase, at sole expense of the Buyer, title insurance covering the title and transfer of the Property.

3. Payment of Real Estate Taxes, Leases, Owner Association Fees or Dues: The Seller is a recognized Kentucky governmental agency and is exempt from payment of real estate ad valorem taxes and assessments. There will be no proration of taxes for the closing. The Buyer is responsible for all future tax year assessments and payments.

4. Inspection by Buyer; Condition of Property and Release of Liability: The Buyer acknowledges and agrees that the Property is being conveyed by Seller in "AS IS and WHERE IS" condition, that Buyer is fully familiar with the condition of the Property, and the Buyer is buying the Property based solely on Buyer's knowledge and research of the Property and not in reliance on any representation made by Seller, Agent, or employee of the Seller. The Seller will not be providing any Property disclosures to the Buyer. Seller expressly disclaims any representations or warranties of any kind regarding the Property except as expressly set forth herein, including, without limitation, any representations or warranties regarding the physical condition, conformity of zoning or allowable uses, permitting or certificate of occupancy and/or any environmental compliance of the Property. Buyer releases, fully and unconditionally, the Seller and Agent from any and all liability relating to any defect or deficiency affecting said real estate; this and all other releases in this Contract shall survive the closing of this transaction, indefinitely. Further defined for the benefit of the Buyer; the Seller and Agent make no warranty to the environmental condition of said Property, and by signing this Contract, the Buyer fully and unconditionally releases the Seller, Agent, their employees, associates, and internal independent contractors from any and all liability regarding environmental condition.

The Property is being sold to Buyer subject to the current recorded legal description. Should the Buyer elect to have a survey conducted prior to or after close of escrow which reveals a discrepancy between the information provided by the Seller or its Agent, there will be no price or terms adjustments by the Seller. The Buyer is accepting the Property in its "AS IS and WHERE IS" condition, which is directly applicable to a survey, subdivision of the whole Property or boundary measurement of the Property including any improvements thereon.

The materials, data or other information provided to Buyer with respect to the Property, including, without limitation, any information supplied by the Agent is provided only for Buyer's convenience in making its own examination and determination with respect to the Property and, in so doing, the Buyer has relied exclusively on its own independent investigation and evaluation

of every aspect of the Property prior to making an offer or bid, and not on any material or information supplied by Seller or its Agent. Buyer expressly disclaims any intent to rely on any such materials or information provided to it by Seller or Agent in connection with its inspection and review of the Property and agrees that it shall rely solely on its own independently developed or verified information.

5. Agency Representation: All parties acknowledge that Tranzon Asset Advisors and Schrader Commercial Properties solely represent the interests of the Seller in this transaction and are acting as Agents of the Seller. Nothing contained within this Contract, oral statements, sale memoranda, advertising, or information packages will be construed to interpret the status of the Agents as engaging in any type of agency other than as Agents of the Seller. Any other licensee that may represent the winning bidder(s), as acknowledged by the Agents through a valid and accepted Auction Broker Registration Agreement, and as such is participating in the transaction, shall solely be responsible for providing all legally necessary agency disclosures along with all auction and Property information to their client(s) with exact copy to Tranzon Asset Advisors.

6. Time is of the Essence in this Contract. Notice is hereby granted that the timelines noted in this Contract must be strictly adhered to in order to avoid a default. In the event the Buyer fails to perform according to the terms of this Contract, the Deposit will be considered forfeited as liquidated damages, not as a penalty, without delay or need for further agreement or release and applied against Seller's damages without affecting any of the Seller's further remedies it may have at law or in equity. The Designated Escrow Agent enters this Contract for the sole purpose of acknowledging its obligation of collecting and holding the Deposit and will abide by the terms and conditions of this Contract should a default or dispute arise in regard to this Contract.

BUYER ACKNOWLEDGES THAT THIS CONTRACT IS FOR A CASH PURCHASE AND IS NOT CONTINGENT UPON FINANCING, CONDITION OR OTHER APPROVALS; THE BUYER WILL FORFEIT ITS DEPOSIT UPON DEFAULT OF THIS CONTRACT, AND MAY INCUR OTHER SANCTIONS ALLOWED BY LAW OR IN EQUITY.

7. Closing, Closing Costs, Possession and Force Majeure: The following shall apply to the settlement/closing of escrow of this Contract:

a.) Closing Date: Closing shall occur within thirty-five (35) calendar days of receipt of final Kentucky Department of Education approval (subject to regulations promulgated in 702 KAR 4:090). Under no condition shall the close of escrow occur later than June 30, 2026.

b.) Seller Closing Costs: The Seller will be responsible for payment for deed preparation costs, pre-auction title search, and its own attorney fees, if any.

c.) Buyer Closing Costs: The Buyer shall pay all other costs of closing and transfer.

d.) Land Survey Costs: The Seller has employed the services of a licensed Kentucky land surveyor, and a land survey has conducted for the benefit of this transaction/sale. The Buyer and Seller agree to equally divide the costs related to the survey completion, any approvals by governmental agencies for the survey and/or recording of the survey/plat with the county's clerk/recorder office. The total cost for this survey work is Three Thousand Five Hundred Dollars US (\$3,500.00) and each party shall be charged One Thousand Seven Hundred Fifty Dollars US (\$1,750.00) at closing. A true and correct copy of the survey has been provided to the Buyer for its records and use.

e.) Environmental Site Assessment Costs: The Seller has employed the services of a professional environmental engineering firm in order to conduct a Phase I Environmental Site Assessment of the Property. This report has been provided to the Buyer for its records and use. The Buyer and Seller agree to equally divide the costs related to the environmental site assessment, the total cost of this report is Two Thousand Seven Hundred Seventy-Five Dollars US (\$2,775.00) and each party shall be charged One Thousand Three Hundred Eighty-Seven Dollars and Fifty Cents US (\$1,387.50) at closing.

f.) Possession: Possession is automatically transferred from the Seller to the Buyer upon full payment of the purchase price and closing fees to the closing agent, recording of the transfer instrument and notice by the closing officer that escrow is terminated.

g.) **FORCE MAJEURE:** If an event constituting "Force Majeure" causes services essential for closing to be unavailable, closing date shall be extended as provided below:

Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is disrupted, delayed, caused, or prevented by Force Majeure. "Force Majeure" means hurricanes, epidemic and/or pandemics, floods, extreme weather, earthquakes, fire, or other acts of God, declaration of a public emergency causing unusual transportation and communication interruptions or delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods will be extended a reasonable time (to be interpreted as fifteen (15) calendar days) after the Force Majeure no longer prevents performance under this Contract.

NOTICE TO BUYER: Buyer hereby acknowledges and agrees that in the event the Buyer chooses to utilize the services of a title agency or attorney other than the Designated Closing Agent for the purpose of conducting the closing and providing title insurance, the Buyer is fully responsible for all costs incurred by the Designated Closing Agent that are not listed as a cost to the Seller, as enumerated in Section 6 of this Agreement. These expenses and fees shall be listed as a Buyer cost on the closing settlement statement, and all costs incurred by the Designated Closing Agent shall be paid by Buyer, at closing.

8. Initial and Total Non-Refundable Deposit; Backup-up Bid Obligations: Buyer has tendered to the Designated Escrow Agent certified funds or cash in the amount of Fifty Thousand Dollars US (\$50,000.00) as an Initial Deposit in order to be qualified to participate in the auction sale. The Buyer hereby agrees that upon acceptance of this Contract to increase its Total Deposit to \$_____ (the "Deposit") as evidence of earnest money binding this Contract, credit of \$50,000.00 granted towards the Deposit. The Deposit must be equal to ten percent (10%) of the Total Sale Price. The Deposit is non-refundable and will be forfeited, not as a penalty, upon default of the Buyer to the Seller. The Deposit will be held in the client trust account of the Designated Escrow Agent. All deposits are to be deposited in a financial institution with FDIC insured accounts and Buyer acknowledges that the escrow account does not bear any interest and no interest will be paid to the Buyer on the Deposit.

The bidder who is designated as the back-up bidder (the "Back-Up Bidder") at the conclusion of any auction or competitive bid process agrees and acknowledges that its final bid and this Contract

will remain enforceable by Seller until such time as the Closing with Buyer is completed, and that the Initial Deposit of the Back-Up Bidder shall be retained, in escrow, by Agent until Closing is with the winning bidder has been completed, after which it will be returned to the Back-Up Bidder within 48 hours. In the event the winning Buyer fails to close, Back-Up Bidder agrees to comply with the terms of this Contract and close the transaction within thirty (30) days' of notification of the winning bidder's default by the Seller.

9. Seller Default: In the event that the Seller defaults hereunder, Buyer shall solely be entitled to a return of the Deposit. The Buyer shall not be entitled to seek damages, penalty, or specific performance from the Seller.

10. Effective Date: The effective date of this Contract is agreed to be the date on which the last of the parties accepts and enters into this Contract.

11. Electronic Transmission: Any copy of this Contract, either by facsimile or duplicated via electronic means and delivered to either party, shall have the same force and effect of the original document.

12. Counterparts: This Contract may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute the same instrument.

13. Confidentiality: Except as otherwise explicitly provided in this Agreement, the information obtained by Buyer, or its officers, employees, agents or representatives, during the period from the submission of this Contract through the earlier of the closing or the termination of this Agreement, in connection with the negotiation, execution and performance of this Contract, the consummation of the transactions contemplated hereby, or otherwise, shall be held in confidence by Buyer and Seller, and the Parties shall cause their affiliates and their respective directors, officers, employees, consultants, counsel, accountants, and other agents to hold such information in confidence.

14. Assignment of Contract: This Contract is assignable by the Buyer with written notice to the Seller, its counsel, and Agent. The assignee and assignor shall be fully bound to the terms contained herein until escrow is closed.

15. Irrevocable Offer: This Contract and all obligations of the Seller are subject to Kentucky Revised Statutes and specifically 702 KAR 4:090 governing the sale of real property by governmental entities, specifically the Fayette County Public Schools. This Contract is subject to approval by both the Board of Education of Fayette County, Kentucky and the Kentucky Department of Education. Only upon approval by both agencies and acknowledgment in writing is the Contract approved and accepted. The Buyer understands this requirement, accepts the terms of sale and agrees that its offer is valid, irrevocable and available for Seller acceptance, that it shall not withdraw, alter or remand the offer during the period of acceptance.

16. Risk of Loss: All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed. Buyer is cautioned and requested to obtain hazard insurance to protect its equitable interest in the

improvements on the Property by placing a binder of insurance on the Property upon the acknowledgement of this Contract. Should Buyer undertake to bind this Property a copy of the certificate of insurance (or similar instrument) shall be provided to the Agent without undue delay.

17. Fair Housing and Non-Discrimination: All parties acknowledge that this sale and transaction have been conducted without regard to race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, military status, disability, or ancestry.

18. Venue and Procedure for Dispute Settlement: The sole venue and exclusive jurisdiction for settlement of any and all disputes shall be the courts in Fayette County, Kentucky. The Buyer and Seller agree to waive their right to a trial by a jury of their peers and agree to submit to a bench trial (before a judge only) to settle any and all disputes. This Agreement will be interpreted by the laws of the Commonwealth of Kentucky. The Buyer and Seller further agree that the prevailing party in any legal action shall have the right to be reimbursed for all costs, fees, and expenses, including, but not limited to, reasonable legal fees for enforcement or defense of its rights under this Contract. The Buyer and Seller further indemnify and release the Agent of the Seller from any and all liability related to this transaction that is the subject of this Contract.

19. Prohibition to Recordation of Contract: The parties agree they will not present this Contract for filing to any recorder or county clerk's office, and further, all parties are prohibited and disabled from any recordation.

20. Entire Agreement: This Contract and the related documents contained as Exhibits and Schedules hereto or expressly contemplated hereby contain the entire understanding of the parties relating to the subject matter hereof and supersede all prior written or oral and all contemporaneous oral agreements and understandings relating to the subject matter hereof. The Exhibits and Schedules to this Contract are hereby incorporated by reference into and made a part of this Contract for all purposes.

21. Survival of Contract: This Contract, amendments, attachments, and codicils shall be binding on all parties, their heirs, administrators, assigns and trustees that may be assigned by previous agreement, corporate resolution and/or the binding will or estate instructions as applicable.

22. Severability: Should any provision of this Contract be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall nonetheless remain in full force and effect.

23. Commission Payment: The Agents of the Seller are entitled to payment of the Buyer's Premium per the approved RFP contract acknowledged by the Board of Education of Fayette County Kentucky on January 21, 2026. Payment of the Premium is a condition of closing. Agents shall direct payment of a referral fee, agreed upon by the brokers, to any broker who has registered their client as a bidder and that bidder closes on the transaction. The Seller holds no responsibility for payment of any commissions other than the Premium.

24. Notice:

Seller:

Fayette County Board of Education
450 Park Place
Lexington, KY 40511
ATTN: Myron Thompson
Phone: (859) 422-4100
Email: myron.thompson@fayette.kyschools.us
AND

Seller Counsel:

George F. Allgeier
Attorney at Law
155 E. Main St., Suite 101
Lexington, KY 40507
ATTN: George F. Allgeier
Phone: (859) 539-2578
Email: gfallgeier1@gmail.com
AND

Agent of the Seller:

Durnil Realtors/Auctioneers, Inc. d/b/a Tranzon Asset Advisors
1108-A North Dixie Highway
Elizabethtown, KY 42701
ATTN: Edward D. Durnil
Phone: (270) 769-0284
Email: edurnil@tranzon.com
AND

Agent of the Seller:

Schrader Commercial Properties, LLC
444 E. Main St., Suite 110
Lexington, KY 40507
ATTN: James M. Schrader
Phone: (859) 321-5660
Email: jschrader@schradercommercial.com
AND

Buyer:

ATTN: _____
Phone: _____
Email: _____

SIGNATURE PAGES FOLLOW

The undersigned Buyer and Seller agree they have read the entire contents of this Contract; they agree that all terms of this transaction are contained in this Contract and acknowledge receipt of a copy of it. This offer will remain valid, irrevocable, and available for the Seller's acceptance. This is a legally binding Contract; if you do not understand this Contract, consult qualified legal counsel.

Submission and Acknowledgement of the Contract by the Buyer

*Buyer's Signature: X _____ Date: _____ Time: _____

Buyer's Printed Name: _____ Title: _____

Company Name: _____

*Type of Ownership: (please check only one)

- _____ CORPORATION organized under the laws of the State of _____
- _____ GENERAL PARTNERSHIP organized under the laws of the State of _____
- _____ LIMITED PARTNERSHIP organized under the laws of the State of _____
- _____ LIMITED LIABILITY COMPANY organized under the laws of the State of _____
- _____ INDIVIDUAL(s) resident of the State(s) of _____
- _____ OTHER (indicate type of entity and state of organization: _____)

Acceptance of the Contract by the Seller

The undersigned Seller agrees to accept the Buyer's offer for the Property, if this sale is conditioned upon final approval of a court of adequate jurisdiction, then the Seller's acceptance is not final until an order of the court approves the sale.

SELLER: BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY

BY: _____ Date: _____ Time: _____

Name: _____ Title: _____

APPROVED BY: KENTUCKY BOARD OF EDUCATION

BY: _____ Date: _____ Time: _____

Name: _____ Title: _____

Acceptance of Deposit by Escrow Agent

The Designated Escrow Agent agrees that by accepting the Buyer's non-refundable Deposit per the terms of this Contract that it agrees it will abide by all the terms and conditions affecting the Deposit and disposition of same including default by either Buyer or Seller.

BY: _____ Date: _____ Time: _____

Name: Edward D. Durnil Title: Broker

DESIGNATED ESCROW AGENT

Tranzon Asset Advisors
1108-A North Dixie Avenue
Elizabethtown, KY 42701
ATTN: Edward D. Durnil
Phone: 270.769.0284
Email: edurnil@tranzon.com

DESIGNATED CLOSING AGENT

George F. Allgeier
Attorney at Law
155 E. Main St., Suite 101
Lexington, KY 40507
ATTN: George F. Allgeier
Phone: (859) 539-2578
Email: gfallgeier1@gmail.com

"Tranzon Asset Advisors is a member company of Tranzon, LLC and independently owned and operated.
Tranzon Asset Advisors is solely responsible for the conduct and operations of this sale."

© Copyright 2026 – Tranzon Asset Advisors – All rights reserved.

ADDENDUM "A" TO INITIAL BID FOR PROPERTY
BINDING PURCHASE AND SALE CONTRACT

The Buyer hereby submits an irrevocable amended bid to the Seller through the Agent in the following amounts:

I/We acknowledge that our initial bid has been irrevocably increased to:

High Bid Price:	\$ _____	
+ 6% Buyer's Premium:	\$ _____	(the "Premium")
= Total Sale Price:	\$ _____	(the "Total Sale Price")
Initial Deposit (credit toward Total Deposit):	\$50,000.00	(the "Initial Deposit")
+ Additional Deposit:	\$ _____	
= Total Deposit (10% of Total Sale Price):	\$ _____	(the "Deposit")

Acceptance of the Addendum A by the Buyer

Buyer's Signature: _____ Date: _____ Time: _____

Buyer's Printed Name: _____ Title: _____

Acceptance of the Addendum A by the Seller

Seller's Signature: _____ Date: _____ Time: _____

Seller's Printed Name: _____ Title: _____

EXHIBIT A
LEGAL DESCRIPTION

SAMPLE



File No.: 26-0350

The Land referred to herein below is situated in the County of Fayette, State of Kentucky and is described as follows:

Beginning at a point in the east right-of-way line for Harrodsburg Road, said point being an iron pin at the corner of a stone wall and also the southwest property corner; thence with the said right-of-way line N 46° 39' 24" E, 618.01 feet to a point in the centerline of McCubbing Drive; thence with the centerline of McCubbing Drive S 55° 58' 58" E 259.27 feet to a point in the centerline of Clays Mill Road; thence with the centerline of said road S 23° 8' 41" W, 202.51 feet to a point; thence S 22° 15' 17" W, 411.62 feet to a point; thence leaving the Clays Mill Road and running with the south edge of a stone wall N 56° 6' 48" W, 516.62 feet to a point of beginning and containing 5.35 acres. The above being a new description according to survey prepared by Dave B. Sawyer, Registered Land Surveyor of March 1978.

THERE IS EXCEPTED from the above described property those certain tracts of land conveyed to the Lexington-Fayette Urban County Government from the Board of Education of Fayette County, Kentucky by deed dated September 26, 2017 and of record in Deed Book 3528, Page 534, Fayette County Clerk's Office, which tracts of land are more particularly described as follows:

Parcel No. 144A

Beginning at a point 34.17 feet left of Clays Mill Road at Station 208+91.48; thence North 09 Degrees 48 Minutes 09 Seconds West for a distance of 25.73 feet, to a point 49.00 feet left of Clays Mill Road at Station 209+12.50; thence North 54 Degrees 09 Minutes 25 Seconds West a distance of 17.05 feet, to a point 65.76 feet left of Clays Mill Road at Station 209+15.59; thence North 35 Degrees 38 Minutes 18 Seconds East a distance of 2.83 feet, to a point 65.26 feet left of Clays Mill Road at Station 209+18.37; thence South 54 Degrees 21 Minutes 42 Seconds East a distance of 31.08 feet, to a point 34.67 feet left of Clays Mill Road at Station 209+12.85; thence South 24 Degrees 03 Minutes 02 Seconds West a distance of 21.38 feet, to a point 34.17 feet left of Clays Mill Road at Station 208+91.48 and the POINT OF BEGINNING.

The above described parcel contains 0.005 acres (222 sq. ft.) in fee simple.

The above described property is shown on the Public Acquisition Minor Plat of L.F.U.C.G. Clays Mill Road Improvements of record in Plat Cabinet R, Slide 714, Fayette County Clerk's Office and to which plat reference is hereby made.

AND

Parcel No. 144A-Part B (Existing Prescriptive Right-of-way)

Beginning at a point 32.00 feet left of Clays Mill Road Station 203+13.91; thence North 24 Degrees 24 Minutes 01 Seconds East a distance of 85.90 feet to a point 32 feet left of Clays Mill Road at Station 204+00.20; thence North 23 Degrees 42 Minutes 02 Seconds East a distance of 399.80 feet; thence North 24 Degrees 03 Minutes 02 Seconds East a distance of 92.45 feet to a point 34.17 feet left of Clays Mill Road at Station 208+91.48; thence North 24 Degrees 03 Minutes 02 Seconds East a distance of 21.38 feet to a point 34.67 feet left of Clays Mill Road at Station 209+12.85; thence North 54 Degrees 21 Minutes 42 Seconds West a distance of 31.08 feet to a point 65.26 feet left of Clays Mill Road at Station 209+18.37; thence North 35 Degrees 38 Minutes 18 Seconds East a distance of 15.00 feet to a point 62.59 feet left of Clays Mill Road at Station 209+33.13 thence South 54 Degrees 21 Minutes 42 Seconds East a distance of 61.47 feet to a point 2.10 feet left of Clays Mill Road at Station 209+22.21; thence South 24 Degrees 45 Minutes 57 Seconds West a distance of 202.51 feet to a point 2.24 feet left of Clays Mill Road at Station 207+19.74; thence South 23 Degrees 52 Minutes 33 Seconds West a distance of 411.62 feet to a point 2.38 feet left of Clays Mill Road at Station 203+08.09; thence North 54 Degrees 29 Minutes 32 Seconds West a distance of 30.19 feet to a point 32.00 feet left of Clays Mill Road at Station 203+13.91 and the POINT OF BEGINNING.

The above described parcel contains 0.43 acres (18,869 sq. ft.) in fee simple.

EXHIBIT A

(Continued)

The above described property is shown on the Public Acquisition Minor Plat of L.F.U.C.G. Clays Mill Road Improvements of record in Plat Cabinet R, Slide 714, Fayette County Clerk's Office and to which plat reference is hereby made.

ABOUT TRANZON

tranzon[®]

A BETTER WAY TO REAL ESTATE



**SELL YOUR
COMMERCIAL
PROPERTY**

WHY SELL WITH TRANZON?

Simply put, we are dedicated to helping you sell your real estate in the shortest possible time, at the highest possible price.

The traditional way of selling leaves you at the mercy of buyers' schedules and demands. But selling property doesn't have to be a frustrating, drawn-out process. When you partner with Tranzon, the process is as simple as **GOING ONCE, GOING TWICE, SOLD!**

You set the date and terms of your sale.

We attract interested buyers.

Your real estate sells for a fair market price.

Providing an uncompromising level of service and integrity to:

- Financial institutions
- Bankruptcy practitioners
- Private individuals
- Trusts and guardians
- Estates
- Corporations

BEGIN WITH A PROFESSIONAL CONSULTATION

Your local Tranzon advisor understands the commercial real estate market in your area. We are there to answer your questions at every step and provide you with expert advice. We'll discuss your circumstances and goals, then we'll use our in-depth knowledge of market conditions to determine your ideal auction strategy.

GOING ONCE,

TRANZON'S MARKET-MAKING SYSTEM™

Tranzon's Market-Making System™ is our proven methodology for the accelerated sale of real estate. It's not a one-size-fits-all approach, but rather a strategic process that includes the development of a multifaceted marketing plan, which we execute in the weeks leading up to your auction. With a massive database of potential buyers and inventive techniques for reaching new people, we get your listing in front of eager buyers across the country and create the competitive conditions needed to yield the highest bidding prices.



GOING TWICE,



CLEARLY-DEFINED TIMELINE

Count on 4-6 weeks to auction, with closing approximately 30 days after the sale.



SOLD AS-IS

All pre-work and property vetting happens upfront and is disclosed before bidding begins.



BUYERS COMPETE

Pre-qualified buyers drive up the price; demand determines fair market value.

THE AUCTION ADVANTAGE

Auctions have long been a go-to sales method for commercial property owners wanting to optimize their return on a timeline they can control. Auctioning offers several benefits over traditional real estate selling methods, including simplicity, control, and competition.

Sell your property with Tranzon's fast, straightforward auctions tailored to your situation:

- Online only
- Live on-site
- Simultaneous live & online
- Sealed bid

We can help you choose the best option for your listing!

SOLD!

A BETTER WAY TO REAL ESTATE

Tranzon is dedicated to providing you with a better way to real estate. The Tranzon team includes some of the most highly experienced real estate, marketing, and auction professionals in the country. Our nationwide network combines the benefits of local market knowledge with the resources of a national organization to ensure the success of your sale.

With our custom, hands-on approach to property auctions, you get the Tranzon Advantage.



RELY ON EXPERTS YOU CAN TRUST

Nationwide company with over 300 years of collective experience

Auction advisors guide you through the process and answer any questions

Personalized customer service from local offices across the country

Tens of thousands of successful auctions



TO HELP BUYERS FIND YOUR PROPERTY

Professional evaluation leads to a custom sales strategy

Aggressive marketing plan specific to your asset/audience

Advanced online tools and proprietary technology

Target potential buyers on a national scale



AND SELL IT QUICKLY

Structure the auction to meet your goals

Bidders are pre-qualified and prepared to buy

Transparent competition drives a fair market price

Real estate is sold as-is, without negotiations or slowdowns

HAVE A PROPERTY TO SELL?

**REQUEST A FREE PROPERTY EVALUATION
TODAY AT TRANZON.COM.**

tranzon[®]
A BETTER WAY TO REAL ESTATE

9Xk UFX'8i fbJ'

HfUbnCb '5ggYh5Xj]gcfg'

edurnil@tranzon.com

270-769-0284



A Legacy of Excellence...Tranzon Asset Advisors

Serving Trustees - Creditors - Debtors and Institutional Clients for over 35 Years
The Tranzon Marketing System® Provides a Process Focused System that Maximizes Return



SOLUTIONS FOR BANKRUPTCY FORECLOSURE WORKOUT

- Strategic Marketing
- Prompt Turnaround
- Transparent Process
- Full Accounting
- Innovative Marketing
- Broad Asset & Market Knowledge

Nationwide Offices

Asset Specialists

Single Point of Contact

National Buyer Database

Tranzon's Clients



► The Tranzon Market Making System Assures the Broadest Marketing Exposure

- National Reach with Local Market Insights
- Online Auctions - Negotiated Sales - Live Auctions - Evaluations - Asset Analysis
- Leading Edge Technology Coupled with over 250 Years Combined Experience across the Nation and Overseas

HAVE A PROPERTY TO SELL?

**REQUEST A FREE PROPERTY EVALUATION
TODAY AT TRANZON.COM.**



Ed Durnil
Tranzon Asset Advisors
M: 502.741.1331
O: 270.769.0284

