

DONATION AGREEMENT

Subaru of Indiana Automotive, Inc. (hereinafter "SIA" or "Donor") hereby agrees to donate the item(s) set forth on Exhibit A (the "Donated Item(s)") to the **Central Nine Career Center** (the "Donee"). This donation is made with the express understanding that Donee hereby agrees to the following terms and conditions:

1. The sole consideration to benefit Donor as a result of the donation(s) contemplated by the Agreement shall be the convenience of having the Donated Item(s) removed from SIA's premises. No monetary compensation shall be due to SIA under the terms of this Agreement.

2. The Donee is a public school corporation defined in Indiana Code as a political subdivision of the State of Indiana. The Donated Item(s) shall be used only for non-profit purposes, and shall not be sold, loaned, or transferred in any manner by Donee without the express written consent of Donor.

3. Effective upon removal of the Donated Item(s) from SIA's premises, Donor hereby transfers, assigns and conveys to Donee all of Donor's right, title and interest in and to the Donated Item(s).

4. Donated Item(s) cannot be sold or transferred by Donee. At the end of the useful life of the Donated Item(s), Donee will scrap and crush the Donated Item(s), disposing of it/them in such a manner as to ensure that it/they will not be used for on or off-highway use.

5. The Donated Item(s) is/are accepted by Donee "AS IS" and "WHERE IS". **DONOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR OTHERWISE, ON THE DONATED ITEM(S).**

6. Donee expressly releases Donor, and its subsidiaries, parent companies, affiliated companies, successors, assigns, officers, directors, employees and agents from any and all liability associated with the Donated Item(s), including, but not limited to, transportation of the Donated Item(s). **UNDER NO CIRCUMSTANCES WILL DONOR BE LIABLE TO DONEE OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DONATED ITEM(S).**

7. Donee shall indemnify and hold harmless Donor, and its subsidiaries, parent companies, affiliated companies, successors, assigns, officers, directors, employees and agents from and against any and all claims, demands, obligations, causes of action and lawsuits, and all damages, liabilities, fines, judgments, costs (including settlement costs) and expenses associated therewith (including reasonable attorney's fees and disbursements) arising in any manner out of or in connection with the Donated Item(s) (including, but not limited to, use, possession and transport of Donated Item(s)) or Donor's enforcement of the provisions of this Agreement.

8. Donee shall obtain all licenses, permits and approvals required by all government entities, as applicable, and shall comply with all applicable federal, state, and local laws, regulations, statutes, and ordinances, now or hereafter enacted.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

10. The Parties agree that this Agreement may be executed and delivered by electronic signatures and that the signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Subaru of Indiana Automotive, Inc.

Signature: ROBERT SCOTT BRAND
A4069BCA299446F...

Print: ROBERT SCOTT BRAND

Title: EVP

Date: 6/17/2022

Central Nine Career Center

Signature: N Kovach
4311ED05B7814E9...

Print: William Kovach

Title: Executive Director

Date: 6/17/2022

EXHIBIT A

ITEMS TO BE DONATED:

16 OUTBACK LTD
VIN 4S4BSBNC9G3308130
SILVER, ICE METALLIC

17 OUTBACK LTD
VIN 4S4BSANC8H3200013
WHITE, CRYSTAL PEARL

15 OUTBACK LTD
VIN 4S4BSBNC1F3200213
BLUE, LAPIS PEARL

705-449-1111