

VEHICLE DONATION AGREEMENT

Cover Page

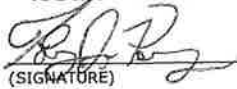
This Vehicle Donation Agreement (this "Agreement") is entered into by and between the Donor and Donee listed below on the Effective Date listed below. Donee acknowledges and agrees that it has read and understands the Vehicle Donation Agreement Terms and Conditions incorporated by reference herein ("Terms and Conditions") and, upon execution of this Agreement, is legally bound by such Terms and Conditions. This Agreement includes this Cover Page, the Terms and Conditions, and any schedules, exhibits, or other attachments attached hereto or incorporated herein by reference.

Parties	
Donor	Nissan North America, Inc.
Donee	Central Nine Career Center
Terms of Agreement	
Effective Date	2/18/2025
Salvage Goods	Vehicles listed in Exhibit A attached hereto
Disposition of Salvage Goods	Responsibility of the Donee
Donee Tax Responsibilities	Identified in Terms and Conditions
Addresses	
Donor Address	Nissan North America, Inc. One Nissan Way Franklin, TN 37067
Donor Notice Address	
	Nissan North America, Inc. P.O. Box 685001 Franklin, TN 37068-5001 Attn: Daniel Finchum
With copy to:	
	Nissan North America, Inc. P.O. Box 685001 Franklin, TN 37068-5001 Attn: Legal, Corporate and Transactions, A-5-C
Donee Address	1999 US Highway 31 South Greenwood, IN 46143
Donee Notice Address	1999 US Highway 31 South Greenwood, IN 46143

The parties hereby execute this Agreement, including this Cover Page, the Terms and Conditions, and the schedules, exhibits, or other attachments hereto, which is effective as of the Effective Date.

[Signature Page Follows]

Nissan North America, Inc.



(SIGNATURE)

TOBY PERRY

(PRINT NAME)

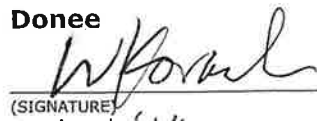
DIRECTOR, CUSTOMER RESOURCES

(PRINT TITLE)

2/18/25

(PRINT DATE)

Donee



(SIGNATURE)

William Kovach

(PRINT NAME)

Executive Director

(PRINT TITLE)

3/3/25

(PRINT DATE)

EXHIBIT A

Salvage Goods

Donee: Central Nine Career Center

Address: 1999 US Highway 31 South Greenwood, IN 46143

DESCRIPTION	MODEL/SERIAL NUMBER	ENGINE NUMBER	VALUE
2021 Nissan Murano	5N1AZ2DS4MC126430		\$0

TOTAL DONATION VALUE: \$ 0

VEHICLE DONATION AGREEMENT Training Use of Salvage Goods

Terms and Conditions

These Vehicle Donation Agreement Terms and Conditions (these "Terms and Conditions") form part of and are incorporated by reference into the Vehicle Donation Agreement attached hereto (the "Agreement") by and between the Donor and Donee set forth on the Agreement. For the avoidance of doubt, these Terms and Conditions shall apply to governmental entities to the extent not prohibited by laws applicable to such governmental entities.

WITNESSETH:

WHEREAS, Donor wishes to donate to Donee certain damaged automotive products to use for static training purposes and for no other use.

NOW THEREFORE, in consideration of the mutual premises herein set forth, the parties hereto agree as follows:

1. The Salvage Goods:

Donor hereby gives and transfers to Donee those certain Nissan brand vehicles described by chassis, model/serial numbers, and engine numbers on Exhibit A, attached to the Agreement Cover Page ("Salvage Goods") solely for use, in static form, for automotive or other technical training and no other use.

2. Condition of the Goods:

- (a) The Salvage Goods were subjected to damage during Donor's use or from transportation and have been stored in uncovered sites, in some instances, for lengthy periods of time.
- (b) Donee acknowledges that it is fully aware of the condition of such Salvage Goods. Donee further acknowledges that it is accepting the Salvage Goods for use in vocational or other technical training, and will put such goods to no other use. Donee expressly assumes all risks in connection with the possession and use of such Salvage Goods.

3. Absence of any Warranty, Guaranty or Representation:

DONOR, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE

USE OR PERFORMANCE OF THE SALVAGE GOODS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DONEE ACCEPTS THE SALVAGE GOODS IN "AS IS" CONDITION, WITH ALL FAULTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF THE INDEMNIFIED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent permitted by applicable law, Donee hereby waives any and all claims and demands against the Indemnified Parties for damages, losses, injuries and expenses which Donee, its personnel, or any users may suffer or incur by reason of the use of the Salvage Goods and/or any and all parts, equipment and accessories used thereon. Donee, on behalf of itself, its affiliates, and their personnel, other users, agents and subcontractors, assumes full risk of bodily injury, death, or property damage which Donee, its affiliates, and their personnel, other users, agents, or subcontractors may suffer in connection with their use of the Salvage Goods.

4. Prohibition Against Use as Road Vehicles:

Donee represents and warrants that the Salvage Goods will be used for training purposes only and will never be used or driven on any highway, street, road, or other thoroughfare in the United States or abroad, and the Salvage Goods are donated to Donee in reliance upon the foregoing representation and warranty. Donee acknowledges that vehicle identity markings which are necessary for the lawful operation of the Salvage Goods on any highway, street, road, or other

thoroughfare in the United States or abroad have been removed, and Donee agrees that neither Donee nor anyone on its behalf shall replace or restore said identity markings on the Salvage Goods.

5. Proper Disposal; Prohibition Against Sale of Parts:

Donee agrees that it (i) will properly dispose of the Salvage Goods at the end of Donee's permitted use as described herein, and (ii) shall not remove and/or thereafter sell, loan, donate, or transfer any parts or portions from said Salvage Goods to any other person or entity for any purpose whatsoever; and (iii) shall not transfer ownership or possession of the Salvage Goods.

6. Terms of Delivery and Transfer of Ownership:

Ownership and possession shall pass from Donor to Donee as of the Effective Date of the Agreement; whereupon, Donee shall promptly provide to Donor a letter evidencing the donation of the Salvage Goods for tax purposes.

7. Donee Tax Related Responsibilities.

- i. Donee represents that it is an entity described in Section 170(c) of the Internal Revenue Code of 1986, as amended (the "Code").
- ii. Prior to the Effective Date of the Agreement, Donee shall provide to Donor a fully completed, signed and dated IRS Form W-9 indicating that it is an organization exempt from tax under Section 501(a) of the Code.
- iii. Within 30 days of the Effective Date of the Agreement, Donee shall provide to Donor a written acknowledgment of the Agreement and the donation contemplated thereby that meets the requirements of Section 170(f)(8) of the Code.
- iv. Within 30 days of the Effective Date of the Agreement, Donee shall complete and return to Donor Part V of IRS Form 8283 (if applicable) with respect to the Agreement

and the donation contemplated thereby.

8. Liability, Hold Harmless and Indemnification:

- (a) As of the Effective Date of the Agreement, all liabilities and responsibilities in connection with the Salvage Goods shall pass to Donee.
- (b) To the extent permitted by applicable law, Donee agrees to indemnify, defend and hold the Indemnified Parties (as defined above) free and harmless from and against any and all losses, claims, liabilities and/or expenses (including legal and other expenses reasonably incurred by the Indemnified Parties in connection with investigating or defending any such claim or liability, whether or not resulting in actual liability to the Indemnified Parties) based upon or resulting from the assertion of any claim or demand arising out of or resulting from the Salvage Goods or any use of the Salvage Goods in violation of this Agreement by Donee or any third party, and their respective successors, heirs, personal representatives, and assigns.

9. Miscellaneous:

The Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all previous negotiations, commitments and writings with respect thereto. No modification hereof will be binding unless in a writing and duly executed by each of the parties hereto. Donee shall not assign or transfer this Agreement without the prior written consent of Donor. If any of the provisions of this Agreement are held by a court of competent jurisdiction to be unenforceable or invalid, then such provisions will be ineffective to the extent of the court's ruling. All remaining portions of the Agreement will remain in full force and effect. This Agreement will be governed by the laws of the State of Delaware, without regard to conflict of law principles.