

GRANT AGREEMENT

THIS GRANT AGREEMENT (the “Grant Agreement”) dated as of February 20, 2026 (the “Effective Date”), is made and entered into by and between: (i) the **KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT**, a governmental agency of the Commonwealth of Kentucky, with an address of Mayo-Underwood Building, 500 Mero Street, 5th Floor, Frankfort, Kentucky 40601 (“Cabinet”), and (ii) the **COUNTY OF WOODFORD, KENTUCKY**, a political subdivision of the Commonwealth of Kentucky, with an address of 103 South Main Street, Room 200, Versailles, Kentucky 40383 (“Grantee”).

RECITALS

WHEREAS, it is the public policy of the Commonwealth of Kentucky to encourage, promote, and support economic development, new job formation, and the development and growth of industry and commerce, and to preserve existing jobs in Kentucky for the public purposes of providing employment opportunities for its citizens and residents, alleviating conditions of unemployment, stabilizing and promoting the economy of Kentucky, and creating new tax bases and sources of revenue for the Commonwealth of Kentucky;

WHEREAS, the Kentucky General Assembly enacted House Bill 723 of the 2024 Regular Session (the “Act”), under which it created the Government Resources Accelerating Needed Transformation Program, and codified as KRS 154.14-010 *et. seq.* (the “GRANT Program”) to provide matching support for eligible grant recipients seeking federal grant opportunities, as more particularly described in the Act;

WHEREAS, the Kentucky General Assembly appropriated \$200,000,000 of funds from the Budget Reserve Trust Fund to the Cabinet to support matching funds under the GRANT Program;

WHEREAS, the Grantee submitted an application (the “Grant Application”) to the Cabinet requesting the obligation of state match funds pursuant to the GRANT Program for its Emergency Watershed Protection Buyouts Project and its application to the United States Department of Agriculture’s Natural Resources Conversation Service (NRCS) Emergency Watershed Protection (EWP) Home Buyout Program and the federal grant sought is administered by one of the following entities: United States Department of Housing and Urban Development; Delta Regional Authority; or a federal agency that comprises the Interagency Working Group on Coal and Power Plant Communities and Economic Revitalization established by Presidential Executive Order 14008, issued on January 27, 2021, and is in conformity with the GRANT Program Project Report prepared by the Cabinet and incorporated herein as **Exhibit A** (the “Project” as further defined in Section 1.1 of this Grant Agreement);

WHEREAS, the Cabinet has conducted a preliminary review of the Grantee’s Grant Application and has determined that the Grantee is an Eligible Grant Recipient (as defined in KRS 154.14-010) and that the Project is an Eligible Project (as defined in KRS 154.14-010); and

WHEREAS, on February 20, 2026, the Cabinet approved the Grantee’s Grant Application with the concurrence of the Secretary and Deputy Secretary of the Cabinet; and

WHEREAS, the Project will provide substantial benefits to the public and it is appropriate for the Commonwealth of Kentucky to obligate state match funds for the Project in accordance with the requirements of the Act in an amount not to exceed Two Million Seven Hundred Sixty-One Thousand Seven Hundred Forty-Four and 00/100 Dollars (\$2,761,744.00), which is twenty-two and five tenths percent (22.5%) of the Total Project Costs (as defined below) and subject to the terms and conditions of this Grant Agreement; and

NOW THEREFORE, in order to induce the Cabinet to make a grant to the Grantee in the amount set forth in Section 3.1, below, and in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt, mutuality, and sufficiency of all of which is hereby acknowledged by the parties hereto, the Cabinet and the Grantee hereby agree as follows:

SECTION 1
DEFINITIONS

1.1 Definitions. For the purposes hereof, the following words and phrases shall have the meanings ascribed thereto:

(a) “Commonwealth” shall mean the Commonwealth of Kentucky and all governmental agencies, authorities, and political subdivisions thereof.

(b) “Disbursement” shall mean the distribution of proceeds of the Grant by Cabinet to the Grantee pursuant to Section 3 of this Grant Agreement.

(c) “Eligible Use” shall mean the expenditure of GRANT Program funds for approved Project costs that include, but are not limited to, costs that: (i) enhance economic vitality, including revitalization of structures with a public purpose or benefit, (ii) promote or develop an artistic or philanthropic purpose; (iii) improve traditional infrastructure, such as water and wastewater treatment facilities, transmission lines, transportation facilities and flood and wastewater management; (iv) create or enhance telecommunications infrastructure, including cellular towers, fiber optic expansion, and technology infrastructure; (v) promote agricultural activities and development; (vi) enhance development of previously mined areas or areas previously used by the coal industry and other industrial activities into uses that diversify the local economy; (vii) create or expand recreational facilities, such as walking, hiking, all-terrain vehicle, bike trails, picnic facilities, restrooms, boat docking and fishing piers, and athletic facilities; (viii) are for the acquisition of private property to promote local economic vitality, housing development and enhancement; (ix) preserve or enhance buildings that are of local historic or economic interest; (x) restore or create retail facilities, including related service, parking, and transportation facilities, to revitalize decaying downtown areas; (xi) construct or expand other facilities that promote or enhance economic development or tourism opportunities, thereby promoting the general welfare of local residents; (xii) provide facilities and activities for local residents that enhance quality of life, including but not limited to childcare access and public transportation, and (xiii) relate to any other use approved in writing by the Cabinet and related to the Project.

(d) “Event of Default” shall mean the happening of any one or more of the events or occurrences designated as “Events of Default” pursuant to Section 9 of this Grant Agreement.

(e) “Federal Application Award” shall mean the amount of funding approved by the United States Department of Agriculture for completion of the Project.

(f) “Grant” shall mean the grant of state match funds pursuant to the Act in the principal amount set forth in Section 3.1, hereof, and subject to the terms and conditions of this Grant Agreement.

(g) “Grant Agreement” shall mean this Grant Agreement by and between the Cabinet and the Grantee.

(h) “Grant Documents” shall collectively refer to this Grant Agreement and all other agreements, documents, exhibits, and instruments evidencing or pertaining to or executed in connection with the Grant, including but not limited to the Grant Application and related documents, the federal grant agreement, together with any and all agreements, documents, or instruments made in modification, amendment, renewal, extension, substitution, or replacement thereof.

(i) “Grantee’s Contribution” means the amount of the Grantee’s direct investment and contributions to the Project, excluding this Grant and the Federal Application Award, based upon the County Population Ranking pursuant to the Act. The amount of the required local match is the product of the following calculation for each participating county:

$$\frac{\text{Requested Program Funding}}{\text{Number of Participating Counties}} \times \text{Required Local Match \%}$$

(j) “KRS” means the Kentucky Revised Statutes as in effect on the date hereof.

(k) “Laws” shall include all applicable laws, statutes, court decisions, rules, orders, and regulations of the United States of America, the States thereof and of their respective counties, municipalities, and other subdivisions, and shall include without limitation the laws, statutes, court decisions, rules, orders, and regulations of the Commonwealth and/or any other applicable jurisdiction.

(l) “Open Records Act” means KRS 61.870 to 61.884, as may be amended by the Kentucky General Assembly.

(m) “Person” shall include an individual, firm, trust, estate, association, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof.

(n) “Project” shall mean an approved Eligible Project (as defined in KRS 154.14-010) that provides a substantial public benefit and which is more fully described in **Exhibit A** to this Grant Agreement.

(o) “Request for Disbursement” shall mean a written request to Cabinet by the Grantee for the making of a Disbursement, in form, substance, and detail satisfactory to Cabinet, substantially in the form attached hereto and made a part hereof as **Exhibit B**.

(p) “Total Project Costs” shall mean the total project expenditures as described in Exhibit A to this Grant Agreement and certified on Exhibit D.

(q) “Unmatured Default” shall mean the happening of any event or occurrence which would, together with the delivery of any required notice or the passage of any required period of time, constitute an Event of Default under this Grant Agreement or any of the other Grant Documents.

SECTION 2 TERM

2.1 Term of Agreement. The Term of this Grant Agreement shall begin on the Effective Date and shall continue until the earlier of: i) the date upon which the Agreement is terminated as the result of an Event of Default pursuant to Section 9, ii) the date upon which the Project is completed as certified in accordance with Section 7.9, or iii) the termination of the federal grant providing funding for the Project.

SECTION 3 THE GRANT

3.1 Agreement to Make Grant. Cabinet hereby agrees to make, and Grantee hereby agrees to accept, a grant in an amount equal to Two Million Seven Hundred Sixty-One Thousand Seven Hundred Forty-Four and 00/100 Dollars (\$2,761,744.00), which is equal to twenty-two and five tenths percent (22.5%) of the Total Project Costs, subject to and in accordance with the terms, covenants, and conditions set forth in this Grant Agreement (the “Grant”). The Grantee expressly agrees to comply with and to perform all of the terms, covenants, and conditions of this Grant Agreement and the other Grant Documents. The total amount of the Grant shall in no event exceed Two Million Seven Hundred Sixty-One Thousand Seven Hundred Forty-Four and 00/100 Dollars (\$2,761,744.00) or twenty-two and five tenths percent (22.5%) of the Total Project Costs, whichever is less (such amount, the “Maximum”).

3.2 Use of Proceeds. The proceeds of the Grant (the “Proceeds”) shall be disbursed to the Grantee to provide state match funds for approved Eligible Uses in connection with the development of the Project in accordance with the terms and conditions of this Grant Agreement, the other Grant Documents and the Federal Application Award. The Proceeds may only be used to support the approved Eligible Use costs of the Project and shall be used in compliance with applicable Law, including but not limited to statutory, regulatory and contractual requirements that may apply to the receipt and expenditure of the Commonwealth’s funds. Upon receipt of the notice of the Federal Application Award and confirmation that Grantee’s Contribution has been received and is available for the Project, the Cabinet shall provide Proceeds of up to the Maximum as a required match for the federal grant over the term of the Grant Agreement.

3.3 Disbursement. The Proceeds shall be paid by the Cabinet to the Grantee in one or more Disbursements upon completion of all of the following: (i) execution of this Grant Agreement by each of the parties hereto; (ii) the full performance by Grantee of each of the conditions precedent to the Grant set forth in Section 4 of this Grant Agreement and in each of the other Grant Documents; (iii) the Cabinet’s review and determination that the proposed expenditure

of Grant funds are qualifying Eligible Uses of the Proceeds for the Project; (iv) the Cabinet's receipt of a properly completed Notice of Federal Application Status, incorporated herein and attached hereto as **Exhibit C**, with accompanying documentation including a federal notice of award or equivalent documentation notifying Grantee of its successful Grant Application; and (v) the Cabinet's receipt of a properly completed and executed Request for Disbursement (**Exhibit B**), to which shall be attached any and all supporting documentation requested by Cabinet. The specific amount of any Disbursement shall not exceed the amount justified by the Request for Disbursement and by the documentation received by Cabinet, if requested, in support thereof. Payment of the Request for Disbursement by the Cabinet may be issued within thirty (30) days of receipt and verification of said request and any required supporting documentation.

3.4 Right to Withhold Funds. Cabinet may amend, reduce, or withhold funding of any Disbursement until such time as Cabinet shall be satisfied in its sole discretion that the requirements set forth in this Grant Agreement have been performed in full and that the Request for Disbursement and the documentation received by Cabinet in support thereof support the amount of the Disbursement requested. Cabinet may elect to amend, reduce, or withhold any Disbursement if Cabinet determines at any time in its sole discretion that the Grantee has failed to perform any condition precedent to the Disbursement under the terms and conditions of this Grant Agreement or the other Grant Documents or should any Event of Default or Unmatured Default have occurred and be continuing.

SECTION 4 CONDITIONS PRECEDENT TO THE MAKING OF THE GRANT

Cabinet's obligation to make the Grant and make any Disbursement hereunder shall be conditioned upon the prior fulfillment of the following conditions:

4.1 No Defaults. No Event of Default or Unmatured Default under this Grant Agreement or any of the other Grant Documents shall exist.

4.2 Compliance. Grantee shall have observed or complied with all provisions of this Grant Agreement. Grantee shall execute and fully perform each of the conditions precedent to the Grant set forth in this Grant Agreement and in each of the other Grant Documents.

4.3 Representations and Warranties. The representations and warranties of Grantee set forth in the Grant Application dated February 1, 2026, and this Grant Agreement shall be true and correct on and as of the effective date of the Grant Agreement and the date of any Disbursement.

4.4 Request for Disbursement. Grantee shall have provided to Cabinet a Request for Disbursement (**Exhibit B**) along with all required supporting documentation pursuant to Section 3.3.

4.5 Permits and Licenses. If and when required by the Cabinet, the Grantee shall provide evidence satisfactory to the Cabinet that all permits, licenses, certifications, authorizations, and zoning requirements have been obtained from the proper governmental authorities, including state and local authorities, necessary for the completion of the Project.

4.6 Progress Reports. Grantee shall have provided to the Cabinet the progress reports required by Sections 7.8 and 7.9 of this Grant Agreement.

4.7 Evidence of Grantee's Contribution. If requested by the Cabinet, the Grantee shall provide evidence that all required funds are available for spending.

4.8 Evidence of Grantee's Tax Exempt Status. If Grantee is a 501(c)(3) corporation, Grantee has provided the Cabinet with its determination letter from the Internal Revenue Service of its status as a 501(c)(3) corporation and has certified that such 501(c)(3) designation is still valid.

4.9 Evidence of Match Requirement. Grantee has provided evidence satisfactory to the Cabinet that a match is required for Grantee to be awarded the federal grant.

4.10 Evidence of Federal Grant Administration. Grantee shall, with its Grant Application, provide evidence satisfactory to the Cabinet that the federal grant sought by Grantee is identified or administered by one of the following entities: United States Department of Housing and Urban Development; Delta Regional Authority; or a federal agency that comprises the Interagency Working Group on Coal and Power Plant Communities and Economic Revitalization established by Presidential Executive Order 14008, issued on January 27, 2021.

SECTION 5 INSURANCE

5.1 Insurance. During the term of this Grant Agreement, and during any extensions or renewals thereof, the Grantee shall carry and maintain casualty insurance, general public liability insurance, worker's compensation insurance, and any other insurance upon the Project, with financially sound and reputable insurance companies authorized to do business in the Commonwealth in such form and in such amounts as are customarily carried by prudent businesses similarly situated, and shall pay all premiums relating thereto on or before the due date thereof, all in accordance with the terms and conditions of this Grant Agreement.

5.2 Notice of Casualty. The Grantee shall promptly notify Cabinet of any material damage and/or destruction of the Project site that would preclude the Grantee from fulfilling its obligations under this Grant Agreement.

SECTION 6 REPRESENTATIONS AND WARRANTIES

The Grantee hereby represents and warrants to the Cabinet as follows, as of the Effective Date and as of the date of the Disbursement:

6.1 Existence. The Grantee is the governing body of a political subdivision organized and existing under the Constitution and laws of the Commonwealth.

6.2 Power; Authority; Enforceability. The Grantee has the requisite power, capacity, and authority to execute and deliver this Grant Agreement and the other Grant Documents, to consummate the transactions contemplated by this Grant Agreement and the other Grant

Documents, and to observe and to perform this Grant Agreement and the other Grant Documents in accordance with their respective terms and conditions. The officers executing and delivering this Grant Agreement and the other Grant Documents on behalf of the Grantee have been and are duly authorized to enter into this Grant Agreement and the other Grant Documents on behalf of the Grantee. This Grant Agreement constitutes, and each other Grant Document when delivered hereunder will constitute, a legal, valid, and binding obligation of the Grantee, enforceable against the Grantee in accordance with its terms.

6.3 Government Requirements. The real property on which the Project will be located, if applicable, is in conformity with all required zoning and other governmental requirements or has received variances allowing such lack of conformity. The Project has been approved by all necessary governmental authorities, including state and local authorities, and the Grantee has obtained all necessary permits, licenses, certifications, and authorizations necessary for completion of the Project.

6.4 No Contravention. The execution and delivery of this Grant Agreement and the other Grant Documents, and the performance or observance by the Grantee of the terms and conditions thereof, do not and will not (i) violate or conflict with any existing provisions of the Grantee's resolutions or ordinances, its organizing documents and any amendments thereto, or other agreements of organization, (ii) violate or conflict with any applicable Laws, or (iii) result in any breach of, or constitute a default under, any material contract, agreement, lease, bank loan, or credit agreement to which the Grantee is a party or by which it is bound.

6.5 Litigation. To the best of the Grantee's knowledge, no litigation or proceeding involving the Grantee is pending or is threatened in any court or administrative agency that, if determined adversely to the Grantee, could have a materially adverse impact on its ability to perform any of its obligations under this Grant Agreement or under any of the other Grant Documents.

6.6 No Defaults. To the best of the Grantee's knowledge, Grantee is not in default under any material contract, agreement, lease, bank loan, or credit agreement by which it is bound, and no event has occurred which after the giving of notice or the passage of time, or both, would constitute a default under any such contract, agreement, lease, bank loan, or credit agreement, which could have a materially adverse impact on its ability to perform any obligations under this Grant Agreement or under any of the other Grant Documents. To the best of the Grantee's knowledge, no Unmatured Default or Event of Default exists on the date hereof, nor shall any such Unmatured Default or Event of Default begin to exist immediately after the execution and delivery of this Grant Agreement or the other Grant Documents.

6.7 Disclosure. To the best of the Grantee's knowledge, neither this Grant Agreement nor any of the other Grant Documents contain any false or misleading statements of or omissions of any material fact. There is no fact known to the Grantee that materially and adversely affects, or in the future could materially and adversely affect, the business, operations, affairs, or condition, financial or otherwise, of the Grantee that has not been disclosed in writing to Cabinet.

6.8 Availability of Records. The Grantee shall make its books and records, relating to its representations, warranties, and covenants in this Grant Agreement and the other Grant

Documents, available for all tax periods subject to the terms of this Grant Agreement. Cabinet may examine and audit such books and records as are reasonably sufficient to verify the accuracy of information provided by the Grantee to the Cabinet in fulfillment of the parties' obligations under this Grant Agreement.

6.9 Financial Statements. Each of the financial statements heretofore provided by the Grantee to the Cabinet (i) is accurate and complete as of the date submitted and as of the date hereof; (ii) has been prepared in accordance with generally accepted accounting principles or such other accounting practices as provided by law; (iii) omits no material contingent liability of any kind that is not disclosed or otherwise reflected therein; (iv) fairly presents the financial condition of the Grantee as of the date thereof; and (v) fairly presents the results of operations of the Grantee for the respective fiscal period then ending. Since the date of the preparation of the financial statements heretofore provided by the Grantee to the Cabinet, there has occurred no materially adverse change in the financial condition, property, or business of the Grantee.

SECTION 7 COVENANTS

To induce the Cabinet to enter into this Grant Agreement and to make the Grant, the Grantee hereby covenants and agrees with the Cabinet during the term as follows:

7.1 Annual Progress Report. The Grantee shall submit an annual, calendar year-end, Affidavit of Project Costs and Progress Report that substantially conforms to **Exhibit D** to this Agreement. The required report shall be submitted to the Cabinet within thirty (30) days of the previous year-end for each calendar year during the Term of this Agreement.

7.2 No Transfer of Project. The Grantee shall not sell, lease, sub-lease, convey, mortgage, encumber, or dispose of all or any portion of the Project in any manner, nor shall the Grantee move the Project, or any assets associated with the Project, outside of the Commonwealth, except as specifically permitted herein, without the express, written consent of the Cabinet, provided however, that the Grantee may, if applicable, (i) dispose of inventory and other assets in the ordinary course of the Grantee's business and (ii) incur statutory liens and other encumbrances that arise in the ordinary course of business (including, without limitation, in connection with third party financing), so long as they do not materially impair the Grantee's ownership or use of its property and assets associated with the Project.

7.3 Compliance with Laws. The Grantee shall comply promptly with all Laws relating to the use and operation of the Project, except in such instances in which such requirement of Law is being contested in good faith by appropriate proceedings diligently conducted.

7.4 Designation of Agent. If applicable, the Grantee shall have at all times a properly designated agent to accept service of process who shall be a resident of or have offices in the Commonwealth.

7.5 Taxes and Other Obligations. The Grantee shall pay on or before the date due, as applicable, all taxes, assessments, charges, liens, encumbrances, levies, and claims of every character that have been levied or assessed or that may hereafter be levied or assessed against it, except those (i) which are being contested in good faith by appropriate proceedings diligently

conducted and, if applicable, for which adequate reserves have been provided on the books of the Grantee in accordance with GAAP or (ii) with respect to which the failure to make such filing or payment could not individually or in the aggregate reasonably be expected to have a materially adverse impact on the Grantee's ability to perform any of its obligations under this Grant Agreement or under any of the other Grant Documents.

7.6 Further Assurances. The Grantee shall, at any time upon request by Cabinet make, execute, and deliver or cause to be made, executed, and delivered to Cabinet any and all other further instruments, certificates, and other documents as may, in the reasonable opinion of Cabinet, be necessary or desirable in order to effect, complete, perfect, or otherwise to continue and preserve the obligations of the Grantee under this Grant Agreement and the other Grant Documents.

7.7 Right to Inspect. At such reasonable times during normal business hours and as often as may be reasonably desired, upon at least forty-eight (48) hours advance notice of a request for such access to the Grantee, Cabinet shall have the right to inspect any and all records relating to the Project and to inspect the Project premises in order to determine compliance with the terms of the Grant Agreement as well as to monitor progress of the Project. Cabinet agrees that any such records, if designated as confidential by the Grantee, and if applicable to the Grantee, shall be treated as confidential records that are exempt from public disclosure pursuant to Kentucky's Open Records Act and will not disclose such records unless directed to do so by a court of competent jurisdiction. Nothing in this paragraph shall be construed to prevent the Cabinet from disclosing such documentation to governmental authorities responsible for the oversight of the Cabinet's programs, such as the Auditor of Public Accounts. The Grantee further acknowledges that the Cabinet must publicly disclose information pertaining to the Grantee's compliance with the terms of this Grant Agreement and a disbursement pursuant to this Grant Agreement.

7.8 Federal Award Reporting. The Grantee shall submit a completed Notice of Federal Application Status (**Exhibit C**) to the Cabinet upon receipt by the Grantee of the decision approving its federal grant application submission.

7.9 Progress Reporting. The Grantee shall submit a completed Affidavit of Project Costs and Progress Report (**Exhibit D**) to the Cabinet with every Request for Disbursement, and **annually within thirty (30) days after the end of each calendar year** (as required by Section 7.1) until completion of the Project, at which time a final report certifying completion of the Project shall be submitted. The affidavit shall describe the activities and total project expenditures as of the date submitted, and the percentage of completion, as well as any indication of problems or time delays. Each report shall provide certification that all funds have been spent in accordance with the terms of this Grant Agreement. If requested by the Cabinet, each affidavit shall be accompanied by applicable supporting documentation and records (i.e., proof of payment, invoices, receipts, etc.).

7.10 Maintenance of Project. The Grantee shall maintain the Project in good condition, order, and repair (ordinary wear and tear excepted), and shall make all repairs thereto as are necessary or appropriate. The Grantee shall use commercially reasonable efforts to prevent any action or conduct that would reasonably be expected to increase the risk of fire or other hazards to the Project.

7.11 Notices. The Grantee shall promptly give notice to the Cabinet of (i) the occurrence of any Event of Default, (ii) any litigation, investigation or proceeding that may exist at any time that, if not cured or if adversely determined, as the case may be, reasonably be expected to have a materially adverse impact on the Project or on Grantee's ability to perform any obligations under this Grant Agreement or under any of the other Grant Documents, and (iii) any cessation, delay or alteration of the Project.

SECTION 8 WAIVERS; INDEMNIFICATION

8.1 Waivers by Grantee. The Grantee hereby waives, to the extent permitted by applicable Laws, all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with this Grant Agreement and the Grant Documents.

8.2 Waiver and Remedies. The rights, powers, and remedies granted to Cabinet pursuant to this Grant Agreement shall be in addition to all rights, powers, and remedies given to or now or hereafter existing in Cabinet by virtue of this Grant Agreement and the other Grant Documents or pursuant to any Laws. Each and every right, power, and remedy, whether specifically granted herein or otherwise existing, may be exercised from time to time and so often and in such order as may be deemed expedient by Cabinet, and the exercise, or the beginning of the exercise, of any such right, power, or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power, or remedy. Any forbearance or failure or delay by Cabinet in exercising any right, power, or remedy hereunder shall not be deemed to be a waiver of such right, power, or remedy, and any single or partial exercise of any right, power, or remedy shall not preclude the further exercise thereof. Any consent by Cabinet or any waiver of an Event of Default under this Grant Agreement shall not constitute a consent to or waiver of any right, remedy, or power of Cabinet upon a subsequent Event of Default.

8.3 Indemnification. The Grantee, to the extent permitted by Law, releases the Cabinet from, holds the Cabinet harmless against, agrees that Cabinet shall not be liable for, and fully indemnifies the Cabinet against, any and all losses, liabilities, claims, actions, proceedings, costs and expenses imposed upon, incurred by, asserted against or with respect to Cabinet on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the construction, maintenance, operation and use of the Project or the existence of this Grant Agreement; (ii) any loss or damage alleged by any third-party related to the Project; (iii) any inaccuracy in or breach of any of the representations or warranties of the Grantee contained in this Grant Agreement; (iv) any breach or default on the part of the Grantee in the performance or non-performance of any covenant arising from any act or failure to act by the Grantee or its respective agents, contractors, servants, employees, licensees, successors or assigns or the occurrence of any Event of Default; and (v) any action taken or omitted to be taken by Cabinet in accordance with the terms of this Grant Agreement (excepting acts of willful misconduct, gross negligence, or criminal activity). The indemnification set forth above and all references to Cabinet in this Section are intended to and shall include all officials, directors, officers, employees, agents, and representatives of Cabinet. The Grantee acknowledges that the foregoing indemnities shall survive the termination of this Grant Agreement.

SECTION 9
DEFAULT

9.1 Events of Default of Grantee. Each of the following events or occurrences shall constitute an “Event of Default” of the Grantee under this Grant Agreement:

(a) Failure to Begin the Project. The Grantee’s failure to begin work on the Project or its failure to make good faith efforts toward completion of the Project once begun, is an Event of Default that shall result in the termination of this Agreement and result in the Grantee’s immediate forfeit the entire amount of the Grant and Grantee shall be liable to the Cabinet for the full repayment of the Proceeds disbursed; or

(b) Failure to Submit Annual Project Report. The Grantee’s failure to submit the annual Affidavit of Project Costs and Project Report in substantially the form provided by **Exhibit D** to this Agreement shall be an Event of Default that may be subject to the remedies provided in Section 9.2; or

(c) Failure to Comply With the Terms of the Federal Grant Program. If Grantee fails to observe, perform, or comply with the material terms, obligations, covenants, agreements, conditions, or other provisions of its agreement under the United States Department of Agriculture’s Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Home Buyout Program, including providing the required exhibits and reporting; or

(d) Bankruptcy. If Grantee (i) admits in writing its inability to pay its debts generally as they become due, (ii) has an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect, and any such order for relief entered against it has not been rescinded within forty-five (45) days after it has been so entered, (iii) commences a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for sixty (60) days, (iv) makes an assignment for the benefit of creditors, or (v) has a receiver or trustee appointed for it or for the whole or any substantial part of its property; or

(e) Covenants, Warranties, and Representations. If any warranty or representation made by the Grantee in this Grant Agreement or in any of the other Grant Documents shall at any time be false or misleading in any material respect, or if the Grantee shall materially fail to keep, observe, or perform any of the material obligations, terms, covenants, representations, or warranties set forth in this Grant Agreement or in any of the other Grant Documents within thirty (30) days after written notice from the Cabinet to the Grantee of the occurrence of such failure (or such longer period of time as may be reasonably required), provided that the Grantee commences to cure the Event of Default within such thirty (30) day period and diligently pursues such cure; or

(f) Obligations to the Cabinet. If the Grantee shall fail to observe, perform, or comply with the material terms, obligations, covenants, agreements, conditions, or other provisions of this Grant Agreement or any of the other Grant Documents, or of any other agreement, document, or instrument that the Grantee has entered into with the Cabinet; or

(g) Grantee Status: If Grantee loses its designation as a 501(c)(3) or it is otherwise revoked; or

(h) Notice of Non-Award: If Grantee's federal grant application is not awarded.

9.2 Remedies of Cabinet upon Events of Default. Notwithstanding anything to the contrary set forth herein, upon the occurrence of an Event of Default under Section 9.1 (b) through (f), the Grantee will have fifteen (15) business days to evaluate and respond in writing to such information and an additional thirty (30) calendar days to develop a plan to resolve the Event of Default in a manner acceptable to Cabinet. Should such plan be deemed inadequate to cure the Event of Default in a manner that is acceptable to Cabinet, the Cabinet in its reasonable discretion and upon notice to the Grantee, may at any time exercise any one or more of the following rights and remedies:

(a) Terminate the Grant and this Grant Agreement, after which the Cabinet shall be under no obligation to advance any undisbursed monies from the Grant to the Grantee; and

(b) Declare the entire disbursed principal balance of the Grant to be immediately due and payable in full from the Grantee without any presentment, or demand, all of which are hereby waived by the Grantee; and

(c) Commence an appropriate legal or equitable action to enforce the Grantee's performance of the material terms, covenants, and conditions of this Grant Agreement and the other Grant Documents; and

(d) Commence appropriate legal or equitable action to enforce the rights and remedies of the Cabinet, pursuant to the terms, covenants, and conditions of this Grant Agreement and the other Grant Documents; and

(e) Exercise any other rights or remedies that may be available to the Cabinet pursuant to this Grant Agreement, the other Grant Documents, or under applicable Laws.

Upon the occurrence of an Event of a Default under Sections 9.1(a), 9.1(g) or 9.1(h), there shall be no cure period and the Cabinet shall terminate this Agreement, after which the Cabinet shall be under no obligation to advance any undisbursed Proceeds to Grantee, and the Cabinet may exercise any additional rights and remedies pursuant to subsections (a) through (e) of this Section.

Notwithstanding the foregoing, in no event shall the Cabinet exercise any remedy specified herein or otherwise against the Grantee if the Grantee has not had an Event of Default arise as defined under Section 9.1.

9.3 Ineligible Use of Grant Funds. Notwithstanding Section 9.2, in the event that Grant funds are used for any purpose other than an Eligible Use, the Grantee shall forfeit the entire amount of the Grant awarded pursuant to this Grant Agreement and shall be immediately liable to the Cabinet for the full repayment of the amount of Proceeds disbursed.

SECTION 10
MISCELLANEOUS

10.1 Expenses. The Grantee shall promptly agree to pay and/or reimburse the Cabinet for any and all expenses, costs, and charges of any kind incurred by or billed to the Cabinet in connection with (i) the preparation of any and all amendments, modifications, and supplements to the original Grant Documents which are necessitated by that party, or (ii) the preservation, perfection, and enforcement of the Cabinet's rights and remedies under this Grant Agreement and/or the other Grant Documents in the event of an Event of Default.

10.2 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Grant Agreement are hereby incorporated into and made a part of this Grant Agreement as if set out at length herein.

10.3 Multiple Counterparts. This Grant Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all taken together shall constitute a single contract. Facsimile or electronically scanned signatures are deemed to be originals.

10.4 Headings. The section headings set forth in this Grant Agreement are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Grant Agreement.

10.5 Partial Invalidity. If any term or provision of this Grant Agreement or the application thereof to any Person or circumstances shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Grant Agreement shall not be affected thereby, and each of the remaining provisions of this Grant Agreement shall be valid and enforceable to the fullest extent permitted by applicable Law.

10.6 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Grant Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by the Grantee of any of its respective rights and duties under this Grant Agreement or the other Grant Documents.

10.7 No Partnership - Status of Relationship. The Cabinet, Grantee, and any party respectively associated therewith, shall in no event be construed as or become in any way or for any purpose partners, associates, or joint venturers in the conduct of their respective businesses or otherwise. No contractor, licensee, agent, servant, employee, invitee, or customer of Grantee shall be, or shall be deemed to be, a contractor, licensee, agent, servant, employee, invitee, or customer of the Cabinet.

10.8 Rights of Third Persons. In no event shall this Grant Agreement be construed to make the Cabinet or any agent of the Cabinet liable to any general contractors, subcontractors, laborers, materialmen, craftsmen, or other Persons for labor, materials, or services delivered to the Project or goods specially fabricated for incorporation therein, or for debts or claims accruing or arising to any such Persons against the Grantee. The Grantee expressly agrees that there is no relation of any type whatsoever, contractual or otherwise, either express or implied, between Cabinet and any general contractor, materialman, subcontractor, craftsman, laborer, or any other Person or entity supplying any labor, materials, or services to the Project or specially fabricating

goods to be incorporated therein. No Persons are intended to be third-party beneficiaries of the Grant Documents or to have any claim or claims in or to any undisbursed proceeds of the Grant pursuant to the Grant Documents.

10.9 Modification. This Grant Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements between them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

10.10 Time of Essence. Time is of the essence in the performance of each of the terms and conditions of this Grant Agreement.

10.11 No Assignment. The Grantee shall not assign its rights under this Grant Agreement to any Person without the prior express written consent of Cabinet. This section shall not be deemed to prohibit an assignment by operation of law.

10.12 Notices. All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing and shall be deemed sufficiently given for all purposes if sent by U.S. mail, postage prepaid, or by electronic mail to the intended recipient at (a) the address set forth in the preamble to this Agreement; or (b) such other address or electronic mail address which any party hereto may specify by written notice to the other party in accordance with this paragraph.

If to Cabinet:

Kentucky Cabinet for Economic Development
Mayo-Underwood Building
500 Mero Street, 5th Floor
Frankfort, Kentucky 40601
Attn: Commissioner, Department for Financial
Services

If to Grantee:

County of Woodford, Kentucky
103 South Main Street, Room 200
Versailles, Kentucky 40383
Attn: James Kay, Judge/Executive

Unless otherwise specifically provided in this Grant Agreement, notice hereunder shall be deemed to have been given upon its being deposited in the U.S. Mail or commercial courier, postage or delivery charge prepaid, and addressed as provided above. The parties hereto may change their respective address and contact person as provided above by giving notice of the change to the other parties hereto as provided in this paragraph.

10.13 Governing Law. This Grant Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

10.14 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Grant Agreement may only be brought in or entered by, as the case may be, (i) the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky; or (ii) the United States District Court for the Eastern District of Kentucky, Frankfort Division, and the parties hereby submit to the jurisdiction of such courts for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Grant Agreement brought in the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky, or the United States District Court for the Eastern District of Kentucky, Frankfort Division, and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

10.15 Cabinet Liability. All covenants, agreements, and obligations of the Cabinet contained in this Grant Agreement shall be effective to the extent authorized and permitted by applicable Law. No such covenant shall be deemed to be a covenant of any present or future director, officer, agent, or employee of the Cabinet, in other than her/his official capacity, and neither the directors of the Cabinet nor any officer executing this Grant Agreement nor any officer, employee, or agent of the Cabinet, shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the covenants of the Cabinet contained in this Grant Agreement.

10.16 Grantee Authorization of Release of Information. Grantee agrees that any information reported by the Grantee to the Cabinet in any exhibit to this Grant Agreement may be disclosed in any public forum, report, or documentation deemed beneficial to public interest, with the exception of personal information contained in the supporting documentation and any other information exempt from disclosure under the Kentucky Open Records Act. Cabinet agrees that it shall not publicly disclose personal and/or confidential information contained in the documents that are not subject to disclosure pursuant to the Open Records Act unless directed to do so by the order of a court of competent jurisdiction or as otherwise required by law. Notwithstanding the foregoing and for the avoidance of doubt, in accordance with KRS 61.878(1)(c)(1), Cabinet and Grantee acknowledge that, if applicable, certain information disclosed hereunder may be designated as confidential or proprietary by the Grantee, and in such case such information shall only be subject to the open disclosure referred to above upon court order.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Grant Agreement as of the day, month, and year set forth below beside their respective signatures, effective as of the date first written above.

KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT,
a Kentucky governmental agency

By: _____

Date: _____

Printed Name: _____

Title: _____

COUNTY OF WOODFORD, KENTUCKY,
a political subdivision of the Commonwealth

By: _____

Date: _____

Printed Name: _____

Title: _____

LIST OF EXHIBITS

- Exhibit A: Project Description
- Exhibit B: Request For Disbursement
- Exhibit C: Notice of Federal Application Status
- Exhibit D: Affidavit of Project Costs and Progress Report

FORM NO. 120511

EXHIBIT A
GRANT PROGRAM PROJECT REPORT

**CABINET FOR ECONOMIC DEVELOPMENT
GOVERNMENT RESOURCES ACCELERATING NEEDED TRANSFORMATION
(GRANT) PROGRAM PROJECT REPORT**

Application Date: February 1, 2026
Applicant: Woodford County Fiscal Court
Organization Type: County

Federal Application Information:

Application Sponsor: U.S. Department of Agriculture
Application Program: NRCS EWP Home Buyout
ALN: 10.923
Application Deadline: August 26, 2025
Match Funding Required by Federal Program: Yes

Federal Funds Being Requested: \$8,699,493
Expected Award Decision Date: September 24, 2025
% Required: 25%
\$ Required: \$2,899,831

Project Information

Project Title: Emergency Watershed Protection Buyouts
Location (city): Versailles
Regional Project? No
Impact County? No
Estimated Begin Date: March 1, 2026

Participating counties: Woodford
FI Number: 120511
Location (county): Woodford
Estimated End Date: September 30, 2027

Project Description: Woodford County Fiscal Court is requesting GRANT program funds to support its local cost share of the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) recovery Buyout Program, made available in response to the Federal Emergency Management Agency (FEMA) Major Disaster Declaration DR-4864 for April 2025 Flooding. The EWP Recovery Buyout Option offers an exit to property owners on a voluntary basis whose homes were severely damaged or destroyed by recent floods. The cost of rebuilding and the significant risk of future repeated flooding make restoring the dwellings impractical.

Eligible Uses to occur at the Project:

- Enhance economic vitality, including revitalization of structures with a public purpose or benefit
- Improve traditional infrastructure
- Create or expand recreational facilities
- Acquire private property that promotes local economic vitality and housing development/enhancement
- Provide facilities and activities for local residents that enhance quality of life.

Anticipated Project Costs

	Total Project Costs
Land acquisition	\$12,295,283
TOTAL	\$12,295,283

Anticipated Project Funding

	Amount	% of Total
GRANT Program Funding Requested	\$2,761,744	22.5%
Federal Grant	\$8,699,493	70.8%
Local Match Required	\$138,087	1.1%
NRCS Technical Assistance	\$695,959	5.7%
TOTAL	\$12,295,283	100.00%

Local Match Required 5%
 Local Match Required is reported as: Committed

Other Terms:

In accordance with the agreement, a disbursement request for funding may be submitted after the federal grant has been awarded and supporting documentation has been provided to the Cabinet. Regular progress reports on the project will also be required to be submitted during the term of the agreement.

Application Score 63

APPROVED GRANT PROGRAM FUNDING AMOUNT: \$2,761,744
 % of Total Project Cost: 22.5%

Approval Date: February 20, 2026

Approval:

The Secretary of the Cabinet for Economic Development approves GRANT Program funding subject to the terms set forth in this report and the grant agreement.

Program Manager:

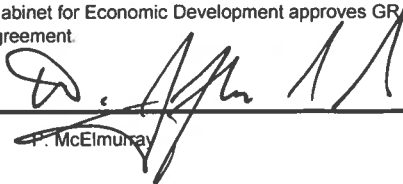

 P. McElmurray

EXHIBIT B

**KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT
GRANT PROGRAM REQUEST FOR DISBURSEMENT**

Project Name: Emergency Watershed Protection Buyouts Project

To:
Cabinet for Economic Development
Mayo-Underwood Building
500 Mero Street, 5th Floor
Frankfort, Kentucky 40601
Attn: Department for Financial Services
ced.grant2024@ky.gov

From:
County of Woodford, Kentucky
103 South Main Street, Room 200
Versailles, Kentucky 40383

Date of Request: _____

Amount Requested: _____ Federal Tax No.: _____

A. Status of Grant Proceeds:

Original Grant Amount	\$2,761,744.00
Grant Disbursements to Date	\$
Amount of Current Request	\$
New Grant Account Balance	\$

B. Payment Instructions for Grantee: Vendor Self Service # _____

Kentucky Vendor Self Service: Welcome to Kentucky's Vendor Self Service via the provided link: <https://vss.ky.gov/vssprod-ext/Advantage4>

All approved disbursements will be processed and paid based on the applicant's information within Vendor Self Service (VSS). Please verify this information is correct and make any necessary updates prior to submission.

Certification: The Grantee hereby represents, warrants and certifies to the Cabinet that (i) this request is made in accordance with the terms and conditions of that certain Grant Agreement dated as of February 20, 2026 (the “Grant Agreement”), (ii) the Person executing this instrument on behalf of the Grantee is duly authorized to execute and deliver this request, (iii) each of the representations, warranties and covenants of the Grantee in the Grant Agreement has occurred and is continuing, and (iv) to the best of the Grantee’s knowledge, no contractors or subcontractors have filed or have threatened to file liens or have the right to assert a lien of any type with respect to the Project. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed thereto in the Grant Agreement.

The Grantee has attached to this Request for Disbursement, if requested by the Cabinet, all supporting documentation for the amount of the Disbursement requested. Additionally, Progress Reports and, if requested, proof of expenditures and Grantee’s Contribution availability of funds (matching funding) are attached.

THE GRANTEE ACKNOWLEDGES THAT THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN AND IN THE GRANT AGREEMENT ARE MATERIAL INDUCEMENTS UPON WHICH CABINET WILL RELY IN MAKING THE DISBURSEMENT OF GRANT PROCEEDS REQUESTED HEREIN. GRANTEE ACKNOWLEDGES THAT BUT FOR THE TRUTH OF THE REPRESENTATIONS AND WARRANTIES MADE HEREIN AND IN THE GRANT AGREEMENT, CABINET WOULD NOT MAKE THE DISBURSEMENT OF THE GRANT PROCEEDS REQUESTED HEREIN. GRANTEE ACKNOWLEDGES AND AGREES THAT CABINET IS REASONABLY ENTITLED TO RELY UPON THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN AND IN THE GRANT AGREEMENT.

IN WITNESS WHEREOF, the undersigned Grantee, by its duly authorized representative, has executed this Request for Disbursement as of the date written above.

COUNTY OF WOODFORD, KENTUCKY,

a political subdivision of the Commonwealth of Kentucky

By: _____

Title: _____

FOR CABINET USE ONLY

Original Grant Amount	\$2,761,744.00
Grant Disbursements to Date	\$
Amount Verified of Current Request	\$
Remaining Grant Account Balance	\$

Account Number	
Approved By	
Approval Date	
Comments	



EXHIBIT C

**EMERGENCY WATERSHED PROTECTION BUYOUTS
GRANT PROGRAM PROJECT**

NOTICE OF FEDERAL APPLICATION STATUS

The undersigned, _____, after having first being duly sworn, deposes and states as follows:

As _____ (Title) of the County of Woodford, Kentucky, I am authorized to submit this Notice of Federal Application Status to the Kentucky Cabinet for Economic Development (“Cabinet”) on behalf of the County of Woodford, Kentucky (the “Grantee,” as defined in the Agreement) with respect to the GRANT Program Agreement by and between the Cabinet and the Grantee (“Agreement”) dated February 20, 2026. All capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Agreement.

Pursuant to Section 7.8 of the Agreement, the County of Woodford, Kentucky, is required to notify the Cabinet of the results of the application for federal grant resources and provide a copy of the notice.

Was the Federal Application approved? ___ YES ___ NO

If yes, please provide details of the Federal Application award:

Date of Federal Application Award Notice:	
Amount of Federal Application Award:	
Maturity Date of Federal Application Award (last day funds are required to be used):	
% of Federal Application Award Required for Matching:	%
\$ of Federal Application Award Required for Matching:	\$

If no, the Agreement will automatically terminate per Section 9.2 of the Agreement.

REQUIRED ATTACHMENT: *Attach a copy of the federal notice.*

COUNTY OF WOODFORD, KENTUCKY,
a political subdivision of the Commonwealth of
Kentucky

By: _____

Title: _____

Please submit this report to the following address:

Cabinet for Economic Development
Mayo-Underwood Building
500 Mero Street, 5th Floor
Frankfort, Kentucky 40601

EXHIBIT D

**EMERGENCY WATERSHED PROTECTION BUYOUTS
GRANT PROGRAM PROJECT**

AFFIDAVIT OF PROJECT COSTS AND PROGRESS REPORT

The undersigned, _____, after having first being duly sworn, deposes and states as follows:

As _____ (Title) of the County of Woodford, Kentucky, I am authorized to submit this Affidavit to the Kentucky Cabinet for Economic Development (“Cabinet”) on behalf of the County of Woodford, Kentucky (the “Grantee,” as defined in the Agreement) with respect to the GRANT Program Agreement by and between the Cabinet and the Grantee (“Agreement”) dated February 20, 2026. All capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Agreement.

Pursuant to the Agreement, the Grantee shall submit this Affidavit of Project Costs for the Emergency Watershed Protection Buyouts GRANT Program Project with each Request for Disbursement throughout the Term of the Agreement until the earlier of (i) the Grantee has received Grant due under Section 3.1 of the Agreement, or (ii) completion of the Project.

As of _____, 20__, the County of Woodford, Kentucky, is reporting the following:

The amount of Project costs as of the last report submission, for the current period and cumulative for the Project are as follows:

	A Total Project Costs as of Last Report Dated <hr style="width: 50%; margin: 0 auto;"/> 20__ <i>(will be \$0 for 1st report)</i>	B Project Costs During Current Period (since Last Report)	= A + B Total Cumulative Project Costs
Administration Costs & Planning	\$	\$	\$
Land acquisition	\$	\$	\$
Building acquisition	\$	\$	\$
Site preparation	\$	\$	\$
Infrastructure extension / improvements	\$	\$	\$
Building construction / renovation	\$	\$	\$

Road improvements	\$	\$	\$
Equipment	\$	\$	\$
Other – Provide attachment description and breakdown of costs	\$	\$	\$
TOTAL	\$	\$	\$

GRANT Program Award % of Total Project Costs	____%	____%	____%
TOTAL ELIGIBLE GRANT PROGRAM FUNDS <i>{Multiply TOTAL x %}</i>	\$	\$	\$

Grantee shall maintain detailed records of all investment costs as outlined in Section __

Has the \$____ GRANT Program award been reached?
 ___ YES ___ NO If yes, it was achieved on: _____, 20__

Has the Project been completed and all investment costs incurred?
 ___ YES ___ NO If yes, it was completed on: _____, 20__

If yes, the total amount of federal funding assistance expended on the Project:
 \$ _____

Have there been any changes or modifications to the Project as described in the Agreement?
 ___ YES ___ NO If yes, please attach an explanation of the changes and impact on the federal award.

Please Note: Failure to build out the project as described in the application and reflected in the Agreement may result in a default.

The amounts reported in this affidavit are true and accurate to the best of my knowledge. Evidence of the amounts reported is kept by the Grantee and is available for review by a representative of the Cabinet at any time pursuant to the Agreement.

COUNTY OF WOODFORD, KENTUCKY,
a political subdivision of the Commonwealth of Kentucky

[Signature of Individual]

[Printed Name]

[Date]

Please submit this report to the following address:

Cabinet for Economic Development
Mayo-Underwood Building
500 Mero Street, 5th Floor
Frankfort, Kentucky 40601