

INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT, ("Incentive Agreement") for a conditionally forgivable loan, dated as of ~~February 28~~ ^{April 25}, 2017 is made by and between: KVA

Lexington-Fayette Urban County Government,
an urban county government pursuant to KRS Chapter 67A
200 East Main Street
Lexington, Kentucky 40507 ("LFUCG")

and

Ashland, Inc. LLC
a Kentucky corporation limited liability company
3499 Blazer Parkway 50 E. Rivercenter Blvd, PO Box 391
Lexington, KY 40509 Covington, KY 41012-0391 KVA

("Company")

Recital

This Incentive Agreement provides for a forgivable loan in the amount of one hundred thousand dollars (\$100,000.00) from LFUCG to the Company pursuant to Ordinance No. 153-2013 and the LFUCG Jobs Fund Program. In order to induce LFUCG to enter into this Incentive Agreement, the Company is willing and desires to make the warranties, covenants, and agreements contained and set forth herein.

SECTION 1
Definitions

As used in this Agreement:

"Accountant" shall mean the certified public accountant or firm of certified public accountants acting as the Company's accountant.

An "Affiliate" of, or a Person "Affiliated" with, a specified Person, is a Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Person specified.

"Activation Date" shall mean the date upon which the Company has met the requirements of and executed the Activation Certificate, attached hereto as Exhibit A and incorporated herein by reference.

"Application" shall mean the Company's application for funding under LFUCG's Job Funding Program, which is attached hereto as Exhibit B and incorporated herein by reference.

"Compliance" shall mean the Company maintains the Jobs Requirement and Wage Requirement and otherwise complies with the provisions of this Agreement.

"Disbursement" shall mean the distribution of proceeds of the Incentive by LFUCG to Company;

"Employee" shall mean a Kentucky resident who maintains a permanent, Full-Time Job (as further defined herein at the Project Site), which shall be located in Fayette County, Kentucky, as opposed a part-time employee or independent contractor.

"Event of Default" shall mean the happening of any one or more of the events which constitute an event of default under Section 5 of this Incentive Agreement.

"Full Time Job" shall mean a job held by a person employed in the capacity provided in the Application (Exhibit B) for a minimum of thirty-five (35) hours per week and subject to the Kentucky Individual Income Tax imposed by KRS 141.020 and the local occupational license fee.

"Incentive" shall mean the Incentive in the principal amount set forth Section 2 of this Agreement.

"Incentive Documents" shall mean this Incentive Agreement, the Application and Exhibits to this Agreement, and all other instruments or agreements related thereto.

"Jobs Requirement" shall have the meaning set forth in Section 3.9 hereof;

"LFUCG" shall mean the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A.

"Note" shall mean the promissory note attached as Exhibit C to this Agreement, and shall include any renewal, replacement, extension, or notation thereof.

"Person" shall mean any person, firm, trust, corporation, partnership, limited liability company, business organization, or other entity.

"Project" shall mean the project consisting of the Company's equipping, and staffing of a facility within Fayette County, Kentucky.

"Project Site" shall mean the facility located at 3499 Blazer Parkway , Lexington, KY 40509, or such locations in Fayette County, Kentucky at which the Company maintains its primary business location together with all improvements and fixtures attached thereto.

"Repayment Penalty" shall mean the repayment required in under Section 3.9. of this Agreement.

"Request for Disbursement" shall mean a written request to the LFUCG for the making of a disbursement of the proceeds of the Incentive, in form, substance, and detail satisfactory to the LFUCG.

SECTION 2 The Incentive

LFUCG agrees to provide to the Company the Incentive funds in accordance with the terms and conditions of the Incentive Documents, as follows:

2.1 Amount. The principal amount of the Incentive shall be one hundred thousand dollars (**\$100,000.00**), as evidenced by the Note attached hereto as Exhibit C and incorporated herein by reference.

2.2 Interest. The Incentive is interest free, except as provided hereunder, and shall be fully forgiven five (5) years following the date of this Incentive Agreement if the Company fully complies with the terms and conditions contained herein. Should an Event of Default occur, as defined under the terms of this Agreement, interest in an amount of seven percent (7%) per annum may be assessed at the sole discretion of LFUCG.

2.3 Disbursement. Disbursements of the Incentive shall be made by the LFUCG to the Company in one (1) draw of one hundred thousand dollars (\$100,000.00) upon the receipt by LFUCG of a properly completed and executed Request for Disbursement, the two parts of which shall be completed in a form substantially similar to those attached as Exhibit A and Exhibit D hereto, not less than ten (10) days prior to the date requested for the disbursement, to which shall be attached a document verifying the hiring of the positions for which the disbursement is requested and of any other supporting documentation requested by the LFUCG. Provided, however, that no disbursement shall be made unless and until (i) both parties have executed this Incentive Agreement and all related documents and (ii) the Company shall be in full compliance with and shall have satisfied each of the conditions precedent set forth in Section 7 of this Agreement and in each of the other Incentive Documents, The Company may request the first disbursement after the execution of this Incentive Agreement and all Exhibits hereto.

2.4 Payments. The Company shall have the right at any time without penalty to prepay the Note in whole or in part. Any payments received shall be applied to any accrued but unpaid interest first, and any outstanding principal second.

2.5 Late Charges. If the Company fails to pay any installment of payment or interest due pursuant to this Incentive Agreement within fifteen (15) days after the date such payment first becomes due, the Company shall pay to LFUCG, in addition to the full amount due, a late charge equal to five percent (5%) of such payment.

SECTION 3
General Covenants

The Company agrees that, until the terms of this Agreement are fulfilled, it shall perform, observe, and comply with each of the following:

3.1 Mergers, Sales, Transfers, Redemptions, and Other Dispositions of Assets, or Dissolution. The Company shall provide prompt notice to LFUCG of any of the following actions:

- (a) Liquidate or dissolve or take any action with a view toward liquidation or dissolution;
- (b) Substantially cease its business operations at the Project Site; or
- (c) Enter into any agreement for the assumption of the Incentive by any other Person.
- (d) Undertake a change in majority ownership, management, or control.

3.2 Financial Statements and Business Records. The Company shall keep true and complete financial records prepared with generally accepted accounting principles consistently applied, and keep business records in accordance with good business practices in the industry. The Company makes certain of its financial records publically available through filings with the U.S. Securities and Exchange Commission, which such records shall also be available to the LFUCG. The Company shall submit a letter annually to LFUCG stating its average annual employment at the Project Site.

3.3 Designation of Agent. The Company shall at all times have a properly designated agent, who is a resident of or has offices in the Commonwealth of Kentucky, to accept service of process. The Company shall notify LFUCG of the name and address of such agent and of any change in the name or address of such agent.

3.4 Taxes and Other Obligations. The Company shall pay as they become due, all taxes, assessments, governmental charges, levies, and any other claims (for example, for labor, materials, or supplies) which, if unpaid, might give rise to a lien or charge upon the Project Site or any other of the Company's property, unless the Company is contesting the same in good faith and has posted a bond protecting the same in such form and amount and with such parties as may be approved by LFUCG.

3.5 Use of Incentive Proceeds. The proceeds of the Incentive shall be used exclusively for the purposes described in the Application.

3.6 Properties and Insurance. The Company shall maintain its real property, buildings, and other fixed assets located at the Project Site in good condition, subject only to normal wear and tear, and make all necessary and proper repairs, renewals, and

replacements, and shall comply with all material provisions of leases and other material agreements in order to prevent loss or forfeiture. All real property, personal property, or collateral located at the Project Site is and will remain insured against loss during the life of the Incentive. Failure to maintain insurance coverage as set forth herein shall constitute an Event of Default as set forth in Section 6 hereof.

3.7 Entity Existence. The Company shall preserve its entity existence as a validly organized business entity and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder.

3.8 Compliance with Law. The Company shall comply in all material respects with all valid and applicable statutes, rules, and regulations of the United States of America, of the States thereof and their counties, municipalities, and other subdivisions, and of any other jurisdiction applicable to it, and the provisions of licenses issued to it, except where non-compliance (a) would not have a material adverse effect on the Company's ability to meet its obligations hereunder, or (b) shall be currently contested in good faith by appropriate proceedings, timely instituted, which shall operate to stay any order with respect to noncompliance.

3.9 Jobs and Wage Requirements. The Company shall create at least four (4) new full time jobs, as defined Section One of this Agreement, which shall have a mean hourly wage of at least \$48.08, exclusive of all benefits and other forms of compensation, including without limitation bonuses and commissions, by no later than one year following the date of this Incentive Agreement, and further agrees to maintain said jobs for a period of five (5) years, as further provided in Exhibit B and certified in the Compliance Form, attached as Exhibit D, Schedule 1.

Should the Company fail to create at least four (4) full-time jobs within one year of the date of the Incentive Agreement, or fail to maintain such full-time jobs as required hereunder for a period of more than fifteen (15) consecutive business days following the requirement therefor, LFUCG may elect either of the following remedies, which shall be in addition to any other remedies or damages LFUCG may be entitled to under law or equity:

(a) Repayment Penalty. LFUCG may require the Company to pay a monthly repayment penalty, which shall be calculated individually for each job that has not been created or maintained, or which has failed to satisfy the wage requirement provided herein, as follows:

Step One:
$$\frac{\$48.08 - \text{Actual Average Hourly Wage}}{\$48.08} \times \frac{\text{Outstanding Principal}}{\text{Years Remaining}} = \text{Repayment Penalty}$$

Step Two:
$$\text{Repayment Penalty} / 12 = \text{Monthly Repayment Penalty}$$

Should LFUCG elect this remedy, the Company shall pay to LFUCG the monthly repayment penalty calculated hereunder no later than the last business day of any month in which the Company has, for at least one business day, failed to satisfy the Jobs or Wage Requirements established herein. All monthly repayment penalty payments shall be credited to the Company's account and such amounts deducted from the principal owed under this Incentive Agreement,

(b) Default. LFUCG may elect to treat the Company's failure to create or maintain full-time jobs as required hereunder for a period of more than fifteen (15) consecutive business days as an event of default, as defined in Section Five of this Agreement, entitling LFUCG to those remedies provided in Section Six of this Agreement.

As evidence of its compliance with this Agreement, the Company agrees to provide, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG, and except as otherwise required by law and specifically excluding any personally-identifiable information), a list of the new full time positions employed at the Project Site (Exhibit D, Schedule 1) and a report of each such employee's hourly salary, exclusive of all benefits and other forms of compensation, including without limitation bonuses and commissions, upon request, and shall submit such documentation to LFUCG with or without request one year after executing the activation certificate attached hereto, and annually thereafter.

3.10 Shut Down Repayment. Should the Company close, shut down, or for any reason permanently cease operation of the Project prior to the Termination Date, the entire amount of the Incentive received by the Company hereunder, less any other repayments received by LFUCG pursuant to the terms of this Agreement, shall be due and payable to the LFUCG immediately.

3.11 Indemnification. The Company shall indemnify, defend, and save harmless the LFUCG and its boards, directors, officers, agents, and employees (the "Indemnitees") from all loss, liability, or expense (including the fees and expenses of in-house or outside counsel) directly arising out of or in connection with the Company's execution and performance of this Agreement except to the extent that such loss, liability, or expense is due to the gross negligence or willful misconduct of the Indemnitee. The Company acknowledges and agrees that this indemnity provision shall survive the termination of this agreement.

SECTION 4 Representations and Warranties

The Company hereby represents and warrants to LFUCG as follows (which warranties and representations shall be deemed to survive the execution of this Incentive Agreement):

4.1 Existence. The Company is duly organized under the laws of the State of Delaware, qualified to do business in Kentucky and in all other states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on Company's ability to meet its obligations hereunder. The Company shall preserve its entity existence and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder. The Company shall preserve its entity existence and shall be and remain qualified to do business in Fayette County, Kentucky.

4.2 Right to Act. The Company has the legal power, capacity, and right to execute and deliver all of the Incentive Documents to which it is a party, and to observe and perform all of the provisions of the Incentive Documents to which it is a party. Neither the Company's execution or delivery of the Incentive Documents, nor the performance or observance by the Company of the provisions of the Incentive Documents violates or any law applicable to it or otherwise constitute a default or a violation under, or result in the imposition of any lien under, or conflict with, or result in any breach of any of the provisions of, any existing contract or other obligation binding upon it or its property, with or without the passage of time or the giving of notice or both. The officer executing and delivering the Incentive Documents to which Company is a party on behalf of the Company has been duly authorized to do so, and the Incentive Documents to which it is a party referred to herein are legal, valid, and binding obligations of the Company enforceable in accordance with their respective terms, except to the extent enforceability thereof may be limited under applicable bankruptcy, moratorium, insolvency, or similar laws or by equitable principles.

4.3 Litigation and Taxes. No litigation or proceeding involving the Company is pending or overtly threatened in writing in any court or administrative agency, which would be reasonably likely to have a material adverse impact on the Company's financial condition or otherwise impair its ability to honor the commitments made herein (in each case after giving effect to applicable insurance coverage). The Company is not in default in the payment of any tax, nor is any assessment threatened in respect thereof (other than the assessment of ad valorem property taxes not yet due and payable), and has timely filed all federal, state, and local tax returns and has paid all taxes required to be paid therewith, except for matters being contested in good faith by appropriate proceedings, timely instituted.

4.4 Financial Statements. The Company's financial statements, heretofore furnished to LFUCG and/or its Economic Development Board, are true and complete in all material respects, have been prepared on the modified cash basis of accounting, omit no material contingent liabilities of any kind that are not disclosed or otherwise reflected therein, and fairly present its financial condition as of their dates and the results of the Company's operations for the respective fiscal period then ending. Since the date of their preparation, there has been no material adverse change in the Company's financial condition, properties, or businesses.

4.5 Default. No Event of Default, as defined under this Incentive Agreement, exists at the time of execution of this Agreement, nor shall any such default begin to exist immediately after the execution and delivery hereof.

4.6 Last Dollar In. Consistent with the representations in the Application, the Company does represent and certify that the financial incentives being provided by the LFUCG are necessary for the expansion to occur and are the last funds received from a public or private entity for the creation of the jobs provided in Section 3.9, above.

SECTION 5 Events of Default

Each of the following shall constitute an Event of Default under this Incentive Agreement:

5.1 Payments. The failure of the Company to comply with the provisions of Section 3.9, above, or to make payments of principal or interest as provided under this Incentive Agreement when same shall be due and payable and the continuation of such failure for thirty (30) days after such payment first becomes due.

5.2 Covenants and Agreement. If the Company violates, fails, or omits to perform or observe any non-monetary covenant, agreement, condition, or other provision contained or referred to in, or any non-monetary default occurs under, the Incentive Documents to which it is a party, and such failure or omission shall not have been fully corrected within thirty (30) days (or such shorter grace period as may be provided) after LFUCG has given written notice thereof to the Company. Notice is considered given upon receipt.

5.3 Accuracy of Statements. If any representation, warranty, or other statement of fact contained herein, or in any of the other Incentive Documents to which Company is a party or in any writing, certificate, report, or statement at any time furnished to LFUCG pursuant to or in connection with this Incentive Agreement, or otherwise, shall be materially false or misleading in any respect or shall omit a material fact, whether or not made with knowledge of same.

5.4 Adverse Financial Change. If there should be any material adverse change in the financial condition of the Company detrimental to the Company, as determined in LFUCG's reasonable discretion, from its financial condition as shown on any financial statement supplied to LFUCG as referred to in Sections 3.2 or 4.4 of this Incentive Agreement, and such adverse change is not fully corrected to LFUCG's satisfaction within thirty (30) days after written notice with respect thereto is provided to the Company from LFUCG.

5.5 Dissolution or Termination of Existence. If the Company or any person, firm, or corporation controlling the Company takes any action that is intended to result in the Company's termination, dissolution, or liquidation.

5.6 Solvency.

(a) If the Company shall (i) be adjudicated bankrupt, (ii) admit in writing its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a petition, or admit (by answer, default or otherwise) the material allegations of any petition filed against it, in bankruptcy under the federal bankruptcy laws (as in effect on the date this Incentive Agreement, or as they may be amended from time to time), or under any other law for the relief of debtors, or for the discharge, arrangement or compromise of their debts.

(b) If a petition shall have been filed against the Company in proceedings under the federal bankruptcy laws (in effect on the day of this Incentive Agreement, or as they may be amended from time to time) or under any other laws for the relief of debtors, or for the discharge, arrangement, or compromise of their debts, or any order shall be entered by any court of competent jurisdiction appointing a receiver, trustee, or liquidator of all or any material part of the Company's assets, and such petition or order is not dismissed or stayed within thirty (30) consecutive days after entry thereof.

5.7 Other Defaults. If any event would give another Person or entity the right to accelerate payments of material indebtedness for borrowed money or to proceed against the Project Site.

5.8 Incentive Documents. If, for any reason, any of the Incentive Documents to which Company is a party shall cease to be in full force and effect, or shall be declared null and void, or shall be contested by the Company as to the validity or enforceability thereof.

SECTION 6
Remedies Upon Default

Notwithstanding any contrary provisions or inference herein or elsewhere:

6.1 Acceleration; Assessment of Interest Rate. If any Event of Default shall occur under this Agreement, LFUCG shall have the right, in its sole discretion, to declare the full principal of the loan immediately due and payable, along with interest as provided in Section 2.2 of this Agreement.

6.2 Exercise of Remedies. The rights and remedies of LFUCG under the Incentive Documents shall be deemed to be cumulative and shall be in addition to all those rights and remedies afforded to LFUCG at law or in equity. Any exercise of any rights or remedies shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

SECTION 7
Conditions Precedent

LFUCG's obligation to make the Incentive shall be conditioned upon the fulfillment of the following conditions prior to the making of such Incentive:

7.1 Representations, Warranties, and Covenants. Each and every representation, warranty, and covenant made by or on behalf of the Company in its Application to LFUCG or relating to any of the Incentive Documents to which it is a party or instruments or transactions contemplated thereby shall be true, complete, and correct on and as of the date the Incentive is made and shall be so evidenced by a certificate executed by the Company's duly authorized officer, to be dated and delivered to LFUCG as of the closing date of this Incentive.

7.2 No Defaults. There shall exist no Event of Default and no event which, with the giving of any notice or the passage of any period of time, constitutes an Event of Default.

7.3 Compliance. The Company shall have observed or complied with all provisions of this Incentive Agreement.

7.4 Incentive Documents. The LFUCG and the Company shall have observed or complied with all provisions of this Agreement, as the same apply to each.

7.5 Insurance Policy. The Company shall have submitted to LFUCG a copy of an applicable certificate, in customary form, with respect to the current insurance coverage on the Project Site.

7.6 Employment Waiver and Authorization. The Company hereby authorizes LFUCG to request that the Office of Employment and Training within the Department for Workforce Investment ("OET") furnish to LFUCG, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG, and except as otherwise required by law and specifically excluding any personally-identifiable information), all information in the possession of OET concerning the number of people employed by the Company at the Project Site, and the number of hours worked by those employees. This authorization shall terminate upon the earlier of satisfactory completion of the Jobs Requirement or upon termination of this Incentive Agreement. The Company hereby releases OET from any and all responsibility for disclosing to LFUCG the information requested in connection with this Incentive Agreement.

7.7 LFUCG Approval. The LFUCG shall have supplied copies of any resolutions or ordinances authorizing the LFUCG's participation in the Incentive and execution of the Incentive Documents.

7.8 Corporate Existence and Authorization. The Company shall provide, at the request of the LFUCG, an original Certificate of Good Standing or equivalent from the Delaware Secretary of State's Office and copies of its Articles of Incorporation, and any amendments thereto. The company shall also provide at the request of the LFUCG a Certificate of Authority from the Kentucky Secretary of State's Office.

7.9 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this 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 LFUCG or the Company of any of their respective rights and duties under this Agreement or the other Incentive Documents, except the Company is expressly permitted by LFUCG to assign this Incentive Agreement and the Incentive to Valvoline LLC or its subsidiaries or affiliates without prior written consent from LFUCG.

SECTION 8 Interpretation

8.1 No Waivers; Multiple Exercise of Rights. No course of dealing in respect of, nor any omission or delay in the exercise of, any right, power, remedy, or privilege by LFUCG shall operate as a waiver thereof, nor shall any right, power, remedy, or privilege of LFUCG be exclusive of any other right, power, remedy, or privilege referred to herein or in any related document now or hereafter available at law, in equity, in bankruptcy, by statute, or otherwise. Each such right, power, remedy, or privilege may be exercised by LFUCG, and as often and in such order as LFUCG may deem expedient.

8.2 Time of the Essence. Time shall be of the essence in the performance of all the Company's obligations under the Incentive Documents and the other instruments related hereto.

8.3 Binding Effect. The provisions of this Incentive Agreement shall bind and benefit the Company and LFUCG and their respective successors and assigns, including each subsequent holder, if any; provided, however, that this paragraph shall not be construed to permit the assignment by the Company of its rights and obligations under this Incentive Agreement without LFUCG's prior written consent.

8.4 Headings. The headings used in this Incentive Agreement are for convenience of reference only, and shall not be considered in the interpretation or construction of this Incentive Agreement.

8.5 Governing Law. The Incentive Documents and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

8.6 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Incentive Agreement may only be brought in or entered by, as the case may be, (a) the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky, and the parties hereby submit to the jurisdiction of such court 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

addresses as designated from time to time. Any registered mail notice shall be deemed effective as of three (3) business days after the mailing date of said notice.

SECTION 10
Survival of Covenants, Agreements,
Warranties, and Representations

All covenants, agreements, warranties, and representations made by the Company herein shall survive the making of the Incentive and the execution and delivery of the Incentive Documents.

SECTION 11
Fees and Expenses;
Costs of Enforcement

If any Event of Default shall occur under the Incentive Documents, the Company shall pay to LFUCG, to the extent allowable by applicable law, such amounts as shall be sufficient to reimburse LFUCG fully for all of its costs and expenses incurred in enforcing its rights and remedies under the Incentive Documents, including without limitation LFUCG's reasonable legal fees and court costs. Such amounts shall be deemed evidenced by and secured by all the Incentive Documents.

SECTION 12
Miscellaneous Provisions

12.1 Term of Incentive Agreement. The term of this Incentive Agreement shall commence on the date hereof and continue until the Incentive and all accrued but unpaid interest thereon shall have been paid, or forgiven, in full and the Company shall have paid or performed all its other obligations hereunder. 12.2 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Incentive Agreement are incorporated into this Incentive Agreement as if set out in full in the first place that reference is made thereto.

12.3 Multiple Counterparts. This Incentive Agreement may be signed by each party upon a separate copy, and in such case one counterpart of this Incentive Agreement shall consist of a sufficient number of such copies to reflect the signature of each party.

12.4 Waivers by the Company. The Company hereby waives, to the extent permitted by applicable law, (a) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with; and, (b) any requirement of diligence or promptness on the part of LFUCG in enforcement of its rights under the provisions of the Incentive Documents.

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government and the Company have executed this Incentive Agreement as of the day, month and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____

Printed Name: Jim Gray

Title: Mayor

ATTEST:

Council Clerk

COMPANY:

Ashland, Inc. L.L.C.

By: _____

Printed Name: Craig A. Kunkemiller

Title: Director, Real Estate Facilities

STATE OF OHIO
COMMONWEALTH OF KENTUCKY)
COUNTY OF FRANKLIN)

The foregoing Certificate was sworn to, subscribed and acknowledged before me on this
4th day of MAY, 2017, by Craig A. Kunkemiller of Ashland L.L.C.
for and on behalf of said company, which is registered to do business in Kentucky.

Deborah L. Matthaes
Notary Public
My commission expires: _____



DEBORAH L. MATTHAES
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES AUG. 13, 2018

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter the "MOA") is made and entered into as of the 25th day of April, 2017, by and between **ASHLAND LLC**, as successor in interest to Ashland, Inc., a Kentucky limited liability company with offices located at 50 E. Rivercenter Boulevard, PO Box 391, Covington, KY 41012-0391 (hereinafter the "Company") and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Lexington").

WITNESSETH:

WHEREAS, the Company or its successors or assigns wishes to expand its operations in Fayette County by constructing a new building to house its Valvoline Division at 3499 Blazer Parkway, which building shall be at least 162,4000 square feet in size ("the Project"); and

WHEREAS, Lexington recognizes that the Project and the additional jobs created as a result of the Project will be of significant economic benefit to Fayette County; and

WHEREAS, the Kentucky Cabinet for Economic Development has approved Lexington utilizing \$450,000 in funding that it has made available for economically beneficial projects in Fayette County to offset costs related to the Project; and

WHEREAS, the Company is agreeable to accepting this funding with the understandings that its use is limited to offsetting costs directly related to the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. The above recitals are incorporated herein as if fully stated.
2. Lexington will provide the Company with an amount not to exceed four hundred fifty thousand dollars (\$450,000.00) to offset costs directly related to the Project.
3. The funds will be distributed on a reimbursable basis upon the Company providing Lexington with a satisfactory written invoice(s) containing costs directly related to the Project.

4. Lexington will use its best efforts to distribute the funding to the Company on any satisfactory invoice received within thirty (30) days.

5. This MOA shall remain in effect until the Company has fully complied with the requirements of this MOA and the Project is completed, unless terminated by Lexington in writing for nonperformance at an earlier time.

6. In addition to successfully building the Project, the funding provided herein is contingent upon the Company and/or its affiliates, successors, or assigns maintaining at least 616 full-time jobs at the Project site in Fayette County between July 1, 2017, and July 1, 2022. The company agrees that the failure to do so for more than thirty (30) consecutive business days will result in a requirement that the Company reimburse Lexington in accordance with the compliance formula provided below. All payments required hereunder will be remitted to LFUCG within thirty (30) days of the day on which the Company, its successors or assigns, incurred the duty to reimburse LFUCG under this clause.

Compliance Formula

(576 minus Actual Jobs) x \$450,000

576 Jobs Years Remaining

7. The Company shall keep and make available to Lexington any records related to this MOA such as are reasonably necessary to support its performance of this MOA. Books of accounts shall be kept by the Company and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Company related to this MOA and shall be made available to Lexington upon request.

8. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

9. The Company shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment through a positive,

continuing program of equal employment, and shall cause any agency receiving funds provided pursuant to this MOA to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

10. Neither party may assign any of its rights and duties under this MOA without the prior written consent of the other party, except the Company may assign its rights and duties under this MOA to Valvoline LLC or any of its successors or affiliates.

11. This MOA does not create a contractual relationship with or right of action in favor of a third party against either the Company or Lexington.

12. If any term or provision of this MOA shall be found to be illegal or unenforceable, this MOA shall remain in full force and such term or provision shall be deemed stricken.

13. This MOA shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in Fayette County, Kentucky.

14. By mutual agreement, the parties to this MOA may, from time to time, make written changes to any provision hereof. The Company acknowledges that Lexington may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

15. This MOA shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This MOA shall replace any previous agreement between the parties on the same subject matter.

16. The waiver by either party of any breach of any provision of this MOA shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision of this MOA.

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver and perform this Memorandum of Agreement, and have executed it as of the date first herein written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: *Jim Gray*
JIM GRAY, MAYOR

ATTEST:
[Signature]
URBAN COUNTY COUNCIL CLERK

ASHLAND LLC, as successor in interest to
Ashland, Inc.

BY: *[Signature]*
Kraig A. Kunkemuller ITS Director, Real Estate & Facilities

STATE OF OHIO)
COMMONWEALTH OF KENTUCKY)
COUNTY OF FRANKLIN)
FAYETTE)

The foregoing Memorandum of Agreement was subscribed, sworn to and acknowledged before
me by *Kraig A. Kunkemuller*, as *Director, Real Estate & Facilities* of Ashland LLC, on this the *4th* day of
May, 2017.

My commission expires: *Aug. 13, 2018*

Deborah L. Matthaes
NOTARY PUBLIC, STATE AT LARGE, KY



DEBORAH L. MATTHAES
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES AUG. 13, 2018

0049846

PROMISSORY NOTE

Borrower: Ashland LLC, of 50 E. Rivercenter Blvd., PO Box 391,
Covington, KY 41012-0391 (the "Borrower")
LFUCG: Lexington-Fayette Urban County Government of 200 E. Main
St, Lexington, KY, 40507 (the "LFUCG")
Principal Amount: \$100,000.00 USD

1. FOR VALUE RECEIVED, the Borrower promises to repay to the LFUCG the principal advanced to Borrower pursuant to the terms of the Incentive Agreement entered into by the parties on _____, 2017, (the "Incentive Agreement"), up to the maximum sum of \$100,000.00 USD.
2. The Incentive is interest free and forgivable pursuant to Section 6.2 of the Incentive Agreement in the event the Company is fully compliant with the terms and conditions contained therein. Should the company fail to satisfy the terms and conditions contained herein, interest will be assessed at a rate of ONE AND SEVENTY-FOUR HUNDREDTHS (1.74%) of the outstanding principal per annum. However, should an Event of Default occur under the terms of this Agreement, additional interest in an amount of seven percentage points (7%) per annum may be assessed at the sole discretion of LFUCG.
3. If the Borrower remains in compliance for the entire term of the Incentive Agreement, the entire remaining principal amount shall be forgiven at the end of year 5.
4. At any time while not in default under this Note or the Incentive Agreement, the Borrower may pay the outstanding balance then owing under this Note, together with accrued interest thereon, to the LFUCG without further bonus or penalty.
5. All costs, expenses, and expenditures, including and without limitation the complete legal costs incurred by the LFUCG in enforcing this Note or the Incentive Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear interest of 1.74 percent per annum from the date of demand until paid.
6. If any term, covenant, condition, or provision of this Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision

Activation Certificate

The undersigned, Kraig Kunkemiller, in his/her capacity as Director, Real Estate Facilities of Ashland LLC, a Kentucky limited liability company which is registered to do business in Kentucky (the "Company") hereby certifies that:

1. The Project Site, as defined in that certain Incentive Agreement dated _____ by and between the Company and Lexington-Fayette Urban County Government (the "LFUCG"), which, among other actions, helped facilitate the expansion of the Project Site through an incentive from the LFUCG in the amount of one hundred thousand dollars and no cents (\$100,000.00) is and shall continue to be occupied by the Company.
2. The Company hereby requests a disbursement of one hundred thousand dollars and no cents) (\$100,000.00) for operating expenses listed in the application.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as Director, Real Estate Facilities of Ashland LLC, a Kentucky limited liability company Corporation which is registered to do business in Kentucky on this 5th day of May, 2012.

Ashland LLC

By: [Signature]
Printed Name: Kraig Kunkemiller
Title: Director, Real Estate Facilities

STATE OF OHIO)

COUNTY OF FRANKLIN)

) SS

The foregoing Certificate was sworn to, subscribed and acknowledged before me on this 5th day of May, 2012, by Kraig Kunkemiller of Ashland LLC for and on behalf of/said company, which is registered to do business in Kentucky.

Martina M. Cornett
Notary Public

My commission expires: 12/22/2021



ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of the ^{4th} day of May, 2017 ("Effective Date"), by and among, Lexington-Fayette Urban County Government, a Kentucky urban county government having a principal address at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 ("LFUCG"), Ashland LLC, a Kentucky limited liability company having offices located at 50 E. Rivercenter Boulevard, PO Box 391, Covington, KY 41012-0391, as successor in interest to Ashland, Inc., ("Ashland"), Valvoline LLC, a Delaware limited liability company having offices at 100 Valvoline Way, Lexington, KY 40509 ("Valvoline"), State Property and Building Commission, a governmental agency of the Commonwealth of Kentucky having an address at Capitol Annex Building, Room 383, Frankfort, Kentucky 40601 ("SPBC"), and The Cabinet for Economic Development, a governmental agency of the Commonwealth of Kentucky having an address at Old Capitol Annex, 300 West Broadway, Frankfort, Kentucky 40601 ("Cabinet," and collectively with LFUCG, Ashland, Valvoline and SPBC, "Parties").

RECITALS

WHEREAS, Ashland, as successor in interest to Ashland Inc., SPBC, Cabinet and LFUCG entered into that certain Grant Agreement dated June 30, 2016 ("Grant Agreement");

WHEREAS, the SPBC, Cabinet and LFUCG desire for Ashland to assign its right, title, interest, burdens, obligations and liabilities under the Grant Agreement to Valvoline and Valvoline desires to assume the same from Ashland; and

WHEREAS, Ashland represents that it is not in default of, nor has it breached, the Grant Agreement.

AGREEMENTS:

In consideration of the above recitals and of the mutual agreements and covenants contained in this Agreement, the parties to this Agreement, intending to be bound legally, agree as follows:


1. Assignment. Ashland hereby assigns, transfers, conveys and delivers (the "Assignment") to Valvoline all right, title and interest of Ashland to and under the Grant Agreement, and all burdens, obligations and liabilities of Ashland in connection with the Grant Agreement as of the Effective Date of the Assignment.
2. Assumption. Valvoline hereby accepts the Assignment and assumes and agrees to be bound by all of the burdens, obligations and liabilities set forth in the Grant Agreement as of the Effective Date of the Assignment.
3. Effective Date. This Agreement and all rights and obligations of the parties hereto shall be effective on the Effective Date.


4. **Counterparts.** This Agreement may be signed in the three or more counterparts with the same effect as if the signature on each counterpart were upon the same instrument.
5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
6. **Defined Terms.** Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Grant Agreement.

IN WITNESS WHEREOF, the parties hereto hereby execute and deliver this Agreement, effective as of the Effective Date.

Ashland LLC

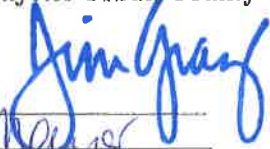
Valvoline LLC

By: 
 Title: Director Reg/Equip & Facilities

By: 
 Title: General Counsel

Lexington-Fayette Urban County Government

Cabinet for Economic Development

By: 
 Title: Mayor

By: _____
 Title: _____

State Property and Buildings Commission

By: _____

Title: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of the 4th day of May, 2017 ("Effective Date"), by and among, Lexington-Fayette Urban County Government, a Kentucky urban county government having a principal address at 200 E. Main Street, Lexington, KY 40507 ("LFUCG"), Ashland LLC, a Kentucky limited liability company having offices located at 50 E. Rivercenter Boulevard, PO Box 391, Covington, KY 41012-0391, as successor in interest to Ashland, Inc., ("Ashland") and Valvoline LLC, a Delaware limited liability company having offices at 100 Valvoline Way, Lexington, KY 40509 ("Valvoline").

RECITALS

WHEREAS, Ashland, as successor in interest to Ashland Inc., and LFUCG entered into that certain Incentive Agreement of even date herewith, that certain Promissory Note of even date herewith, and that certain Memorandum of Agreement of even date herewith, as may be amended from time to time (collectively, "Incentive Documents");

WHEREAS, LFUCG and Ashland desire for Ashland to assign its right, title, interest, burdens, obligations and liabilities under the Incentive Documents to Valvoline and Valvoline desires to assume the same from Ashland; and

WHEREAS, Ashland represents that it is not in default of, nor has it breached, the Incentive Documents.

AGREEMENTS:


In consideration of the above recitals and of the mutual agreements and covenants contained in this Agreement, the parties to this Agreement, intending to be bound legally, agree as follows:

1. **Assignment.** Ashland hereby assigns, transfers, conveys and delivers (the "Assignment") to Valvoline all right, title and interest of Ashland to and under the Incentive Documents, and all burdens, obligations and liabilities of Ashland in connection with the Incentive Documents as of the Effective Date of the Assignment.
2. **Assumption.** Valvoline hereby accepts the Assignment and assumes and agrees to be bound by all of the burdens, obligations and liabilities set forth in the Incentive Documents as of the Effective Date of the Assignment.
3. **Effective Date.** This Agreement and all rights and obligations of the parties hereto shall be effective on the Effective Date.
4. **Counterparts.** This Agreement may be signed in the three or more counterparts with the same effect as if the signature on each counterpart were upon the same instrument.


5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
6. **Defined Terms.** Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Incentive Documents.

IN WITNESS WHEREOF, the parties hereto hereby execute and deliver this Agreement, effective as of the Effective Date.

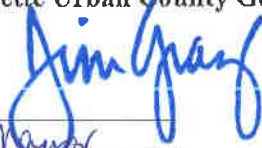
Ashland LLC

By: 
Title: Director, Real Estate Services

Valvoline LLC

By: 
Title: General Counsel

Lexington-Fayette Urban County Government

By: 
Title: Mayor

Sharon A Jones

From: Wesley Holbrook
Sent: Tuesday, July 23, 2019 10:06 AM
To: Abigail Allan; Sharon A Jones
Cc: David Barberie
Subject: Documents Need Jim Gray Stamped
Attachments: Valvoline/LFUCG Note, Activation Certificate, Assignments; Incentive Documents.msg

Good morning,

We have had a long a drawn out issue with then Ashland, now Valvoline, where they failed to provide us hard copies of their original signed documents after their items were approved during the Gray Administration and only sent electronic copies (attached in emails from them). I followed up with Dave Barberie to determine how to proceed. He informed me they have essentially been in effect and should be stamped with the "Jim Gray" stamp to finalize the execution. I proceeded to drop the ball for a period of several months and just found my note about this. Can you please stamp and file these as appropriate? Let me know if there is anything else you need from me.

Wes

Wesley Holbrook
Administrative Officer, Sr.
Department of Finance

859.258.3300 office
lexingtonky.gov

