

DONATION AGREEMENT

1. PARTIES. THIS DONATION AGREEMENT (hereinafter this “Agreement”), made this ____ day of _____, 2023 (the “Effective Date”), among and between EIDP, INC. a Delaware corporation, (“EIDP”) including its successors and assigns and the City of Waynesboro, Virginia (“CITY”). EIDP and CITY are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

2. PRELIMINARY STATEMENTS. EIDP owns certain real property in Waynesboro, Virginia adjacent to former EIDP industrial operations, but where no industrial uses occurred, located on Delphine Ave. and identified as tax map parcel 56-2-A and containing approximately 1.423 acres and more particularly described on Exhibit A attached hereto (the “PROPERTY”). The Parties desire that the PROPERTY be donated to CITY on the terms and conditions provided for in this Agreement, as set forth herein.

3. CERTAIN DEFINED TERMS. As used in this Agreement, the following definitions shall apply:

“Closing Date” means the date EIDP transfers the PROPERTY to CITY as shown on the date of the recordation of the deed, but shall be no later than December 31, 2023.

“Environmental Laws” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq. (“CERCLA”), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq. (“RCRA”), the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Federal Water Pollution Prevention and Control Act, 33 U.S.C. Sections 1251 et seq., the Oil Pollution Act of 1990, Pub. L. 101-380, August 18, 1990; Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); Occupational Safety and Health Administration (“OSHA”) Regulations for Hazardous Waste Site Operations and Emergency Response Workers (29 C.F.R. 1910 & 1926); Solid Waste Disposal Act (42 U.S.C. 6901, et seq.), as said Laws have been supplemented or amended from time to time, the regulations now or hereafter promulgated pursuant to said Laws and any and all other federal, state, county and local law (including common law), statute, rule, treaty, code, standard, guideline, policy, regulation, ordinance, ruling, order, writ, injunction, or decree and other governmental requirements, any court judgments and administrative orders, all as currently in effect or subsequently enacted, promulgated, or adopted, which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation, or release or threatened release into the environment of Hazardous Substances.

“Hazardous Substances” means any petroleum and liquid hydrocarbon substance, product, matter, solid, liquid, gas, chemical, hazardous or toxic substance, waste, material, pollutant, contaminant, or agent as defined or used in any applicable Environmental Laws whose presence in the groundwater, surface waters, air, soil, or sediments gives rise to a statutory or common law right of action for property damage, negligence, health or safety hazard to persons, cleanup obligation or response action or otherwise, and shall include without limitation any substance which would be considered to be “Oil” and/or “Hazardous Materials” or “hazardous substances,” “pollutant” and “contaminants” (as these terms are defined pursuant to any applicable Environmental Laws).

Notwithstanding any exclusions or exemptions under any Environmental Laws, the term "Hazardous Substances" includes asbestos, NORM, petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel (or mixtures thereof), metals, or solvents.

"Law" or "Laws" means any and all federal, state county and local law (including common law), statute, rule, treaty, code, standard, guideline, policy, regulation, ordinance, ruling, order, writ, injunction, or decree and other governmental requirements (including without limitation those of Agencies and Environmental Laws), any court judgments, administrative orders, all as currently in effect or subsequently enacted, promulgated or adopted, which is applicable to EIDP, CITY, or to the PROPERTY.

"Transferor Parties" means EIDP and each of their respective affiliated companies, and their respective successors, assigns, legal representatives, devisees, officers, directors, shareholders, partners, employees, contractors, tenants, and agents.

"City Parties" means CITY, and any successor in interest to CITY of any portion of the PROPERTY or any interest therein, and the successors, assigns, legal representatives, devisees, officers, directors, shareholders, partners, employees, contractors, tenants, and agents of each of them.

4. DONATION BY EIDP. EIDP hereby agrees to donate, subject to all matters of record, to the CITY, and CITY agrees to accept under the provisions, terms and conditions herein expressed, all of those certain tracts, pieces or parcels of land, with the improvements thereon, situated, lying and being in the City of Waynesboro, Commonwealth of Virginia, and being more particularly bounded and described in Exhibit "A", which is attached hereto and made a part hereof.

5. TITLE ASSURANCE AND SURVEY. EIDP shall not be obligated to make or provide, nor to pay for, any survey, title search, certificate of title, title abstract, or commitment for title insurance, title policy covering the PROPERTY (collectively, "Title Evidence"), or to cure any title or survey exceptions. CITY may order such Title Evidence and surveys as it deems necessary or appropriate at its expense. CITY may terminate this Agreement within the first thirty (30) days from the Effective Date in the event that CITY finds a title exception or survey issue which it is unwilling to accept and which EIDP is unwilling or unable to cure. If CITY does not so terminate this Agreement, then title and surveys shall be deemed acceptable to CITY.

6. CONTAMINATION ACKNOWLEDGEMENT. CITY acknowledges that the PROPERTY is adjacent to property used for industrial purposes and that Hazardous Substances may have spilled, leaked, seeped, or entered onto, into or under the ground or groundwater and may still be present on, in or under the PROPERTY or under other real property in the vicinity of the PROPERTY. CITY acknowledges that it has been given the ability to perform its own due diligence with respect to the presence or absence of contamination at the Property.

7. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.
Notwithstanding anything contained herein to the contrary, City acknowledges and agrees that

EIDP has not made and is not now making, and disclaims, any warranties, representations, or guarantees of any kind or character, express or implied, oral or written, past, present or future, with respect to the PROPERTY, including, but not limited to, any warranties, representations, or guaranties as to:

- (a) matters of title,
- (b) environmental matters relating to the PROPERTY or any portion thereof,
- (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and earthquake faults and the resulting damage of past and/or future earthquakes,
- (d) whether, and to the extent to which the PROPERTY or any portion thereof are affected by any stream (surface or underground), body of water, wetland resource area, flood prone area, flood plain, floodway or special flood hazard, drainage,
- (e) soil conditions including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring,
- (f) zoning to which the PROPERTY or any portion thereof may be subject,
- (g) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric,
- (h) usages of adjoining real property,
- (i) access to the PROPERTY or any portion thereof,
- (j) the value, compliance of any improvements with the plans and specifications, therefor, if any, the size, location, age, use, design, quality, description, suitability, structural integrity, operation, or physical condition of the PROPERTY or any portion thereof,
- (k) the presence of Hazardous Substances in or on, under or migrating to or from the PROPERTY,
- (l) the condition or use of the PROPERTY or compliance of the PROPERTY with any or all past, present or future federal, state or local ordinances, rules, regulations or Laws, building, fire or zoning ordinances, codes or other similar Laws,
- (m) the existence or non-existence of underground storage tanks,
- (n) any other matter affecting the stability or integrity of the PROPERTY,

- (o) the potential for further development of the PROPERTY,
- (p) the existence or status of vested land use, zoning, environmental or building entitlements, permits, approvals, or licenses affecting the PROPERTY,
- (q) the merchantability of the PROPERTY or fitness of the PROPERTY for any particular purpose (CITY affirming that it has not relied on EIDP's skill or judgment to select or furnish the property for any particular purpose, and that EIDP makes no warranty that the PROPERTY is fit for any particular purpose), or

8. DONATION IS "AS IS". CITY has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of EIDP or any of their respective agents and acknowledges that no such representations have been made. CITY represents that it is knowledgeable, experienced and sophisticated with respect to real estate acquisitions and that it is relying solely on its own expertise and that of CITY'S consultants concerning the PROPERTY. As of the date of Closing, CITY shall have made such inspections and investigations of the PROPERTY as CITY deemed necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. EIDP shall have no responsibility for the fact that, and CITY acknowledges the risk that, adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by any documents reviewed by CITY or CITY'S inspections and investigations. CITY acknowledges and agrees that upon Closing, CITY shall accept the PROPERTY "AS IS, WHERE IS" with all faults. CITY further acknowledges and agrees that there are no oral agreements, warranties, or representations, collateral to or affecting the PROPERTY by EIDP, any agents of EIDP, or any third party. The terms and conditions of this section shall expressly survive the Closing and shall not merge with the provisions of any closing documents. EIDP shall not be liable or bound in any manner by any oral or written statements, representations, or information pertaining to the PROPERTY furnished by any real estate broker, agent, employee, servant, or other person. CITY has fully reviewed the disclaimers and waivers set forth in this Agreement with its counsel and understands the significance and effect thereof. CITY acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement and that EIDP would not have agreed to transfer its interest in the PROPERTY to CITY without the disclaimers and other agreements set forth in this Agreement.

9. CITY'S RELEASE. Except as otherwise provided herein, from and after the Closing Date, except with respect to (i) breach of EIDP'S obligations under this Agreement or (ii) fraud of EIDP, CITY, its representatives, successors, shareholders, partners, members, managers, directors, agents, and assigns (collectively, the "City Releasors") do hereby release, acquit and forever discharge the Transferor Parties of and from any and all claims, demands, damages, suits, actions, causes of action, expenses, compensation, damages, medical expenses, costs, fees, commissions, interest, defenses, attorneys' fees, professional fees, expert fees, litigation costs, lost profits, lost income, business loss, reputation loss, incidental damage, consequential damage, obligations, duties, personal injuries, agreements, punitive or exemplary damages, statutory damages, harm, or losses of any kind, at common law or by constitution, statute, treaty, executive order, rule, charter, regulation, public policy, ordinance, or other Law, whether federal, national, state, or local, whether known or unknown, asserted or unasserted, foreseen or unforeseen,

foreseeable or unforeseeable, which any releasor had, now has, or may hereafter accrue against any of the Transferor Parties, based upon, or by reason of any matter, cause or thing whatsoever, to the extent caused by Hazardous Substances located within the Property as of the Closing Date (the "Released City Claims"). With respect to the Released City Claims, without in any way limiting the foregoing, the City Releasors hereby waive any and all rights and benefits that they now have, or in the future may have conferred upon them by virtue of any statute or common law principle which provides that a release does not extend to claims that a party does not know or suspect to exist at the time of such release, which if known, would have materially affected such release. In this connection, the City Releasors hereby acknowledge that factual matters now unknown to them may have given or may hereafter give rise to claims, demands, damage, suits, actions, causes of action, expenses, and the like that are presently unknown, unanticipated and unsuspected, and the City Releasors further agree that this release has been negotiated and agreed upon in light of that awareness, and it nevertheless hereby intends to release the transferor parties from the Released City Claims.

10. CITY COVENANT NOT TO SUE. From and after the Closing Date, except with respect to (i) breach of EIDP'S obligations under this Agreement and/or (ii) fraud of EIDP, CITY covenants not to bring any claim against any of the Transferor Parties, and not to join any of the Transferor Parties in any such claims brought by others against the CITY, to the extent arising out of or related to any conditions at the PROPERTY as of the Closing. This covenant shall survive Closing.

11. ACTIONS TO BE TAKEN AT CLOSING.

(a) EIDP's Deliveries. EIDP shall deliver to CITY: (i) a properly executed and acknowledged Quitclaim Deed which transfers all right, title and interest, if any, of EIDP to the PROPERTY to CITY, which Deed shall be subject, however, to all matters of record, and any state of facts that is apparent or that an accurate survey or inspection of the PROPERTY would disclose; (ii) possession of the PROPERTY; and (iii) such other documents, instruments, certifications and confirmations as may be reasonably required to fully effect and consummate the transaction contemplated hereby, including but not limited to certification regarding EIDP's authority to enter into the transactions contemplated herein.

(b) CITY's Deliveries. CITY shall deliver to EIDP: such other documents, instruments, certifications and confirmations as may be reasonably required to fully effect and consummate the transaction contemplated hereby, including but not limited to certification regarding the CITY's authority to enter into the transaction contemplated herein.

(c) Fees and other Costs. CITY shall pay all recordation fees and transfer taxes, if any, any title insurance premiums and any other closing costs, it being expressly agreed that EIDP shall not be responsible for the payment of any closing costs.

(d) Pro-rations. General and special real estate and other *ad valorem* taxes and assessments and other state or city taxes, fees, charges and assessments affecting the PROPERTY shall be pro-rated as of the Closing Date and EIDP shall pay the pro-rated taxes by the tax due date.

(e) Settlement Statement. EIDP and CITY shall enter into an agreed settlement statement, which shows closing costs and pro-rated items, and certificates complying with the provisions of state, county and local law applicable to the determination of transfer taxes, if any.

12. DEFAULT. Time shall be of the essence as to CITY's obligations hereunder and, should CITY fail to complete the Closing in accordance with the terms and within the time stipulated, then EIDP shall have the right and option to declare this Agreement to be null and void and of no further force and effect.

13. BROKERS. Each Party hereby warrants and represents to the other that no brokers', agents', finders' fees, commissions, or other similar fees are due or arising in connection with the entering into of this Agreement, the transfer of the PROPERTY, or the consummation of transactions contemplated herein, and each Party, to the extent it is legal to do so, agrees to indemnify and hold the other harmless from and against all liability, loss, cost, damage, or expense (including, but not limited to, attorneys' fees and costs of litigation) which the other Party shall suffer or incur because of any claim by a broker, agent, or finder claiming by, through, or under such indemnifying party, whether or not such claim is meritorious, for any compensation with respect to the entering into of this Agreement, the transfer of the PROPERTY or the consummation of the transactions contemplated herein. The foregoing indemnity shall survive the Closing.

14. NOTICES. All notices provided for herein shall be in writing and delivered personally, mailed by registered or certified mail return receipt requested, or sent by a nationally recognized courier service, addressed to the Parties as follows:

EIDP: EIDP, Inc
c/o Corteva, Inc.
Corporate Real Estate
7000 N.W. 62nd Avenue
Johnston, IA 50131
Attn: Global Real Estate Manager

CITY: CITY OF WAYNESBORO, VIRGINIA
503 West Main Street
Suite 210
Waynesboro, Virginia 22980
Attn: City Manager

With a copy to: Melisa G. Michelsen
Litten & Sipe, LLP
410 Neff Ave.
Harrisonburg, VA 22801

If personally delivered, a notice shall be deemed to have been received upon delivery evidenced by a signed receipt. If mailed to the address herein provided, a notice shall be deemed to have been received three (3) Business Days after the mailing thereof, provided that a notice shall not be

effective if mailed during any period of mail service disruption. If sent by courier to the address herein provided, a notice shall be deemed to have been received on the first (1st) business day following the day it was delivered. A Party shall be entitled to change its address for notices hereunder by providing the other Party with not less than ten (10) days' prior written notice of such address change.

15. RECORDATION. This Agreement shall not be recorded without the prior written consent of EIDP, and any such recordation on the part of CITY shall, at the election of EIDP, nullify and void this Agreement.

16. ENTIRE AGREEMENT; AMENDMENTS AND WAIVERS. This Agreement and its exhibits constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as set forth specifically herein or contemplated hereby. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all Parties. The failure or delay of a Party to exercise any right or remedy shall not be deemed to constitute a waiver of the ability to exercise such right or remedy in the future. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement (regardless of the similarity of such other provision), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

17. SURVIVAL. Notwithstanding any earlier termination or cancellation of this Agreement or delivery of the deeds, the indemnities, liability, obligations and covenants of EIDP or CITY set forth in any provisions of this Agreement expressly stating that they survive Closing, shall survive Closing according to the terms of this Agreement and shall not merge into the deeds executed in connection with the Closing. Otherwise, no obligation of EIDP set forth in this Agreement shall survive the Closing and all such obligations of EIDP shall be merged into the deed delivered to CITY at Closing.

18. CAPTIONS. The captions of this Agreement are inserted only for the purpose of convenient references and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

19. SUCCESSION. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their successors and permitted assigns.

20. CONSTRUCTION. The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. The Parties have equal bargaining power, and intend the plain meaning of the provisions herein. In the event of an ambiguity in, or dispute regarding, the interpretation of same, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes the uncertainty to exist or against the draftsman. The Parties also acknowledge and agree that any requirement that certain provisions in a contract

be conspicuously marked or highlighted are satisfied by this Agreement or, if not so satisfied, the Parties expressly waive any such requirement.

21. INTERPRETATION. Unless the context otherwise requires, (i) all references made in this Agreement to a Section or an Exhibit are to a Section or an Exhibit of or to this Agreement, (ii) "or" is disjunctive but not necessarily exclusive, (iii) "will" shall be deemed to have the same meaning as the word "shall," (iv) words in the singular include the plural and vice versa, (v) the words "hereof," "herein" and "hereunder" refer to this Agreement as a whole and not to any specific Section or paragraph, and (vi) all references to times of the day shall be deemed to refer to Central time.

22. DATES AND TIME PERIODS. The term "business day" used in this Agreement means any day that is not a Saturday, Sunday or other day on which Federal banks are required or authorized by Law to be closed in the City of Waynesboro. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or Federal bank holiday, such date shall be extended to the next succeeding business day.

23. ATTORNEY'S FEES. Each Party shall pay the fees and expenses for its respective counsel in connection with the transaction contemplated herein. However, if a Party shall be required to employ an attorney to enforce or defend the rights of such Party hereunder, the prevailing Party shall be entitled to recover reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have caused this Donation Agreement to be executed by their duly authorized representatives, the day and year first above written.

: EIDP, INC.

By: _____
Name:
Title: Global Real Estate Manager

CITY OF WAYNESBORO, VIRGINIA

By _____
Michael G. Hamp, II, City Manager

Attest:

Julia Bortle, Clerk of Council

COMMONWEALTH OF VIRGINIA,
CITY OF WAYNESBORO, to-wit:

The foregoing instrument was acknowledged before me this the ____ day of _____, 2023, by Michael G. Hamp, II, City Manager, of the City of Waynesboro, Virginia, and likewise attested by Julia Bortle, Clerk of the City Council, on behalf of said City.

My commission expires _____

Notary registration no. _____

Notary Public

Approved as to form by the City Attorney:

Melisa G. Michelsen

EXHIBIT "A"

LEGAL DESCRIPTION
OF THE PROPERTY
