MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS
OF THE UNIVERSITY OF LOUISVILLE REAL ESTATE FOUNDATION, INC.

In Open Session

Members of the Board of Directors of the University of Louisville Real Estate Foundation, Inc. met at 9:04 a.m. on April 16, 2026, in the Foundation's Board Room in Cardinal Station, 215 Central Avenue. Members were present and absent as follows:

Present:	Ms. Mariah Gratz, Chair Mr. Scott Brinkman Mr. Charlie Dahlem Mr. Jake Smith
Absent:	Mr. Powell Spears
From the ULF Board:	Dr. Gerry Bradley Mr. Mark Nickel
From the Foundation:	Mr. Keith Sherman, Executive Director and COO Ms. Theresa Batliner, Chief Accounting Officer Mr. Jake Robertson, Manager of Accounting & Financial Reporting Ms. Julie Soule, Executive Assistant
From Legal Counsel:	Mr. Franklin Jelsma, Bricker Graydon Wyatt

I. Call to Order
Having determined a quorum present, Chair Gratz called the regular meeting to order at 9:04 a.m. No conflicts of interest or appearances of conflicts were identified.

II. Consent Agenda
Ms. Gratz read the Consent Agenda as follows: Approval of Minutes from the January 22, 206, meeting. Mr. Smith made a motion, which Mr. Dahlem seconded, to approve the Consent Agenda. The motion passed.

III. Action Item: Resolution Authorizing Filing of Forms 990 and 990-T
Ms. Gratz expressed her appreciation to everyone who attended the budget and tax workshops on April 3 and 7, 2026. She noted that no changes had been made since the sessions.

Upon a motion made by Mr. Brinkman and seconded by Mr. Smith, the Board approved the **attached** resolution, approving ULREF's Form 990 and Form 990-T, and recommending that the ULF Audit Committee recommend to the ULF Board that it authorize and direct the Executive Director, subject to the approval of legal counsel, to sign and file such forms on behalf of ULREF.

IV. Overview of the 2026-2027 Operating Budget

Ms. Batliner provided a high-level overview of the Administrative Services Agreement Fee Schedule and the operating budget for Fiscal Year 2026-2027.

The fee schedule for the Administrative Services Agreement between ULREF and ULF is approved annually by both foundations. Ms. Batliner noted there is no mark-up in fees, ULREF pays the actual operational costs incurred by ULF to operate the Real Estate Foundation. These expenses include a proportionate share of payroll and benefits for those team members who support the ULREF and operating costs such as repairs and maintenance. Upon a motion made by Mr. Smith and seconded by Mr. Brinkman, the Board approved the **attached** fee schedule for FY2026-2027.

The operating budget assumes no property will be sold or purchased and does not include expenditures for future development on existing property, such as the innovation park. Upon a motion made by Mr. Smith and seconded by Mr. Brinkman, the Board approved the **attached** resolution, approving the operating budget, and recommending that the ULF Finance Committee recommend to the ULF Board that it approve the operating budget.

V. Information Item: FY26 Third Quarter Financial Update

Ms. Batliner provided an overview of the **attached** financial presentation. She noted the balance sheet is solid with over $15 million in short-term investments and a year-over-year reduction in debt of $4.3 million. ULREF has received more than $10.7 million in TIF increment in Fiscal Year 2026. Of that total, the HSC TIF generated $9.75 million for tax year 2023, while the Belknap TIF contributed $412,000 for tax year 2022 and $550,000 for tax year 2023.

VI. Report of the Executive Director

Mr. Sherman presented an overview of the real estate portfolio, noting that performance is in line with expectations. Highlights include:

- *220 South Preston St. Garage:* The FY2027 operating budget includes approximately $300,000 for repairs and maintenance.
- *204 Easter Market St.*: The School of Nursing toured and may be interested in renting the former Thrive space adjacent to Optimal Aging. The space would allow them to enroll an additional 120 students.

  ShelbyHurst Campus: NTS will present proposed site designs for the academic core to the Board later this year. The proposed variance for an early learning campus on Whipps Mill Road, which sits in Metro, Bellmeade, and Lyndon jurisdictions, was ultimately denied by Lyndon. The developer revised their plans so that approximately 95% is now within Louisville Metro and 5% resides in Bellemeade.

Bellmeade's zoning issues are decided by Metro. While Metro approved the last application, a re-application has been submitted based on the new drawing. The Foundation also will lease the entire parcel on Whipps Mill to the developer with the ability to reject future projects on it.

- *Innovation Park*: Site preparation is substantially complete, encompassing tree and sapling clearing, concrete and brick debris grinding, waste removal, and grading. Mr. Sherman, Dr. Jon Klein, Mr. Rick Graycarek, and Ms. Meg Campbell are collaborating with Wexford Science and Technology on a site design for the future innovation park. As federal funding is anticipated to cover construction of the first building, the University will be required to hold title to that parcel and the building. Infrastructure work is expected to commence in late 2026.
- *1819 South Brook Street*: The Foundation closed on the acquisition of real property adjacent to Belknap Campus. Discussions with the University regarding future development are ongoing.

VII. Executive Session to Discuss Potential Acquisition or Sale of Real Property Pursuant to KRS 61.810(1)(b) and (g)

Mr. Brinkman made a motion at 9:50 a.m., which Mr. Smith seconded, to go into an executive session to discuss the potential sale of real property and a specific business proposal pursuant to KRS 61.810(1)(b) and (g). The motion passed.

VIII. Reconvene Open Session

When the open session was reconvened at 10:18 a.m., Ms. Gratz reported that the potential sale of real property and a specific business proposal were discussed during the executive session.

Two actions were taken:

Upon a motion by Mr. Smith, seconded by Mr. Brinkman, the Board authorized the Executive Director to work with the Board Chair and Counsel to finalize and execute an exclusive negotiating agreement with Wexford related to the development of the Innovation Park.

Upon a motion by Mr. Brinkman, seconded by Mr. Smith, the Board approved the **attached** resolution, subject to the approval of ULF, authorizing and directing the Executive Director, on behalf of ULREF, to retain a broker and effectuate the sale of the Property located at 996 Breckinridge Lane.

IX. Adjournment

Having no further business, Mr. Brinkman made a motion to adjourn, which Mr. Smith seconded. The motion passed and the meeting adjourned at 10:21 a.m.

[redacted]

Charles J. Dahlem, Secretary
University of Louisville Real Estate Foundation, Inc.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE UNIVERSITY OF LOUISVILLE REAL ESTATE FOUNDATION, INC.

April 16, 2026

At a duly convened meeting of the Board of Directors (the "**Board**") of the University of Louisville Real Estate Foundation, Inc., a Kentucky non-profit corporation ("**ULREF**"), held on April 16, 2026, the Board adopted the following resolution:

Filing of Tax Forms

WHEREAS, Foundation staff worked with DMLO on the preparation of the Forms 990 and 990T.

WHEREAS, the tax forms were distributed to each Board member prior to the informational sessions on April 3 and 7, 2026, to allow for review and discussion of the drafts.

RESOLVED, the Board approves and recommends to the University of Louisville Foundation ("**ULF**") Audit, Compliance, & Risk Management Committee that it recommend the ULF Board of Directors authorize the Executive Director, subject to approval of legal counsel, to sign and file the following on behalf of ULREF: Form 990 and Form 990-T.

BOARD ACTION:
Passed X
Did Not Pass ________
Other

[redacted]

Charles J. Dahlem, Secretary
University of Louisville Real Estate Foundation, Inc.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE UNIVERSITY OF LOUISVILLE REAL ESTATE FOUNDATION, INC.

April 16, 2026

At a duly convened meeting of the Board of Directors (the "**Board**") of the University of Louisville Real Estate Foundation, Inc., a Kentucky non-profit corporation ("**ULREF**"), held on April 16, 2026, the Board adopted the following resolution:

Administrative Services Agreement Schedule A

WHEREAS, on April 28, 2022, the Board approved the Administrative Services Agreement between the University of Louisville Foundation, Inc. and the University of Louisville Real Estate Foundation, Inc. attached hereto as Exhibit B.

RESOLVED, the Board approves the services and initial fees for fiscal year 2027, conditioned upon approval of the same by the University of Louisville Foundation, as stated in Schedule A attached hereto as Exhibit A.

BOARD ACTION:
Passed X
Did Not Pass ____________
Other [redacted]

Charles J. Dahlem, Secretary
University of Louisville Real Estate Foundation, Inc.

EXHIBIT A

SCHEDULE A

Services and Initial Fees

Effective July 1, 2026

The following Services are covered by this Agreement and the following fees will apply subject to adjustments in accordance with this Agreement. The Service Provider will charge ULREF for actual costs incurred. The initial fees represent the per unit cost of the Services. These amounts may not be exceeded without the mutual consent of the Parties.

Services	Effective July 1, 2026 Initial Fees / Unit	Description
Executive Services	$17,200/month	All executive and supervisory services necessary for the operation and administration of ULREF.
Accounting, Treasury, Tax, and other Finance Services	$27,500/month	Accounting, treasury, cash, receivables, purchasing and payables, and tax services contributed by internal accounting staff to record, pay, track, and report financial activity of ULREF.
Property Manager	$12,100/month	Maintenance and administration of real estate, buildings, and structures.
General & Administrative	$4,750/month	Costs of postage, copying, I/T, software, payroll administration, training, travel, bank fees and related account charges, credit card and processing fees, and other miscellaneous general & administrative expenses for shared services vendors.
Legal	Actual Out of Pocket	External counsel for general business matters
Other	Actual Out of Pocket	All services and related expenses provided by a shared Service Provider not otherwise described above. Examples may include, but not limited to: - External audit(s) - Landscaping - Janitorial - Architectural - Pest control - Appraisal services - Fire safety and security - Snow removal - Security - Dues/ memberships/ subscriptions - Maintenance supplies
Total Fees	**$61,550/month**	

Exhibit B

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (the "Agreement"), is made and entered into as of May 1, 2022 (the "Effective Date"), by and between the **UNIVERSITY OF LOUISVILLE REAL ESTATE FOUNDATION, INC.** ("ULREF"), and **UNIVERSITY OF LOUISVILLE FOUNDATION, INC.** ("Service Provider"; and with ULREF each a "Party" and collectively, the "Parties").

A. ULREF is organized and operated to receive, hold, invest, and administer property and to make expenditures to and for the benefit of the University of Louisville.

B. The Service Provider is organized and operated to receive, hold, invest, and administer property and to make expenditures to and for the benefit of the University of Louisville.

C. ULREF needs certain services which the Service Provider is able to provide.

D. ULREF and the Service Provider desire to enter into this Agreement in order to formalize and document their agreement concerning the Services (as that term is defined below).

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, ULREF and the Service Provider, intending to be legally bound, agree as follows:

1. Services**.** During the Term (as that term is defined in Section 4 below), the Service Provider will provide the services listed on Schedule A to ULREF (the "Services").

2. Monthly Service Fees**.** In exchange for each of the Services, each month during the Term, ULREF will pay to the Service Provider the Monthly Service Fee indicated next to each of the applicable Services on Schedule A. At the end of each month during the Term, the Service Provider will submit an invoice to ULREF in the amount of the total Monthly Service Fees incurred during such month. Such invoices will be due and payable within thirty (30) business days of receipt. Any invoice not paid within such 30 day period may be assessed finance charges equal to the lower of one and one-half percent (1.50%) per month or the maximum amount permitted by applicable law.

3. Increase of Monthly Service Fees during the Term. If, during the Term, the cost of providing any of the Services increases, the Service Provider may notify ULREF of such increase in cost and request an increase in the Monthly Service Fee applicable to such Service. Upon receipt of documentation establishing that the actual cost of providing the Service has increased directly proportionate to the amount of the requested increase in the Monthly Service Fee, ULREF shall have a period of sixty (60) days from ULREF's receipt of such document to either (i) reject the proposed Monthly Service Fee increase in which case the Service will be deleted from this Agreement and the Service Provider will no longer be obligated to provide such Service to ULREF or (ii) accept the increase in Monthly Service Fee; in either case this shall be accomplished by an amendment to this Agreement.

4. Term. The term of this Agreement (the "Term") shall begin on the Effective Date and continue through June 30, 2027. Either Party can terminate this Agreement upon thirty (30) days prior written notice to the other Party.

5. Financial Information and Reporting. ULREF shall provide to Service Provider during the Term of this Agreement the following financial information: (i) as soon as it is available after the end of each fiscal year of ULREF beginning with its fiscal year ending June 30, 2021, ULREF's audited financial statements; and (ii) as soon as it is available after the end of the fiscal year of ULREF beginning with its fiscal year ending June 30, 2021, ULREF's Form 990, Return of Organization Exempt from Income Tax; and (iii) as soon as it is available beginning with its fiscal year ending June 30, 2021, an operating budget for ULREF for the immediately succeeding fiscal year. ULREF shall also provide to Service Provider's Board of Directors, a quarterly report, presented by the chairperson of ULREF or his or her designee, on the financial performance of ULREF during the immediately preceding quarter, such quarterly report to include an update on the financial performance of ULREF, any development projects underway or study, and the amount of Tax Increment Financing revenue received year-to-date and during the immediately preceding quarter. ULREF shall also provide to Service Provider, with reasonable promptness, such other financial data and information with respect to ULREF as from time to time may reasonably be requested, including without limitation, any such data or information which may be requested by any governmental or public body or agency having jurisdiction over Service Provider.

6. Performance. The failure of either Party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of the right to insist upon strict performance of any other provision or the obligation to perform such provision strictly thereafter.

7. Indemnification. The Service Provider agrees, to the extent permitted by law, to indemnify, defend, and hold harmless ULREF, its members, affiliates, officers, managers, employees, agents and clients from and against any and all damages, claims, suits, losses, penalties, judgments, costs, fines, liabilities or expenses of whatever nature that ULREF may incur or suffer relating in any way to (i) to any breach or failure of the Service Provider to perform any of its representations and warranties contained in this Agreement; or (ii) any actual or alleged personal injury, death, economic loss or property damage, whatsoever related to this Agreement caused by the negligence or willful misconduct of Service Provider. The Parties agree to the allocation of liability risk set forth in this Section.

8. Representations and Warranties. The Service Provider represents as follows: (i) it shall use established, sound and professional knowledge, skill, judgment, principles and practices in accordance with the highest professional and industry standards in its provision of the Services under this Agreement; (ii) all work product shall conform to its specifications, requirements and descriptions in Schedule A; (iii) the Service Provider shall comply with all applicable laws, ordinances, codes and regulations in performing the Services under this Agreement; and (iv) it has the right to enter into and provide the Services required by this Agreement. ULREF is entitled to inspect and review all Services provided pursuant to this Agreement for conformity with the Service Provider's obligations under this Agreement.

9. Relationship of Parties. ULREF and the Service Provider understand and agree that, with respect to and for the purposes of this Agreement, ULREF and the Service Provider are not

partners or joint venturers and nothing in this Agreement shall be construed so as to make them partners or joint venturers or impose any liability as such on either of them. The relationship between ULREF and the Service Provider with respect to and for the purposes of this Agreement shall be that of independent contractors. All employees furnished by the Service Provider are and shall be considered employees of the Service Provider. The Service Provider is solely responsible for the compensation of such employees, including without limitation salary, benefits, and insurance coverage, including but not limited to workers' compensation insurance and other liability insurance. No employee of the Service Provider shall receive any salary or other compensation or benefits from ULREF. The Service Provider shall pay all personnel, administrative, facilities and other costs and expenses necessary or required to provide the Services required to be rendered by it under this Agreement.

10. Notices. All notices and other communications under this Agreement shall be in writing and shall be delivered by hand or mailed by registered or certified mail (return receipt requested) or transmitted by facsimile to the Parties at the following addresses (or at such other addresses for a Party as shall be specified by like notice) and shall be deemed given on the date on which such notice is received:

If to ULREF:

University of Louisville Real Estate Foundation, Inc.
215 Central Avenue, Suite 212
Louisville, Kentucky 40208
Attention: Jake Robertson
Email: jake.robertson@louisville.edu

If to the Service Provider:

University of Louisville Foundation, Inc.
215 Central Avenue, Suite 212
Louisville, Kentucky 40208
Attention: Keith Sherman
Email: keith.sherman@louisville.edu

11. Amendments. No amendments, waivers or modifications of this Agreement shall be made or deemed to have been made unless in writing executed by the Party to be bound thereby.

12. Confidentiality. As a condition to the provision of the Services, each Party agrees to treat any confidential information (i.e., information identified as such and if provided in writing marked as confidential) relating to the other in accordance with the provisions of this Section. Each Party agrees that the confidential information relating to the other will be used solely for the purpose of providing the Services and not for any other business purpose, and that such confidential information will be kept strictly confidential during and after the Term for a period of two (2) years. Each Party agrees to give access to the confidential information of the other Party only to those of its representatives who need to have access to such confidential information in order to provide the Services. Notwithstanding the foregoing, nothing in this Agreement shall prevent either Party from making a disclosure to the extent that such disclosure has been consented

to in writing by the other Party or is required by law, regulation, supervisory authority or other applicable judicial or governmental order. The term "confidential information", when used with respect to a Party, refers to any information concerning that Party, its affiliates and/or subsidiaries, including without limitation their businesses and future prospects, whether prepared by them or their representatives or otherwise, that is furnished or disclosed or learned in connection with this Agreement, whether furnished or disclosed or learned before or after the date of this Agreement, together with any analyses, compilations, studies or other documents prepared by the other Party or any of its representatives that contain or otherwise reflect such information; *provided that*, the term "confidential information" does not include information (i) about a Party that was or becomes generally available to the public other than as a result of a disclosure by the other Party or its representatives or (ii) that was or becomes available on a non-confidential basis from a source other than one of the Parties or its representatives, provided that such source was not known to be bound by any agreement to keep such information confidential, and was not otherwise prohibited from transmitting the information by a contractual, legal or fiduciary obligation.

13. Force Majeure. Neither Party shall be in default of this Agreement or liable to the other Party for any delay or default in performance where occasioned by any cause of any kind or extent beyond its control, including but not limited to, armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; action of any civil or military authorities (including priorities and allocations); fires; floods; and accidents. The dates on which the obligations of a Party are to be fulfilled shall be extended for a period equal to the time lost by reason of any delay arising directly or indirectly from:

A. Any of the foregoing causes, or

B. Inability of that Party, as a result of causes beyond its reasonable control, to obtain instruction or information from the other Party in time to perform its obligations by such dates.

14. Severability. If any provision in this Agreement or the application of such provision to any person or circumstance shall be invalid, illegal or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, illegal or unenforceable shall not be affected thereby.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute this Agreement.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without giving effect to its conflict of law rules.

17. Specific Performance. Each Party acknowledges that the rights and obligations granted under this Agreement are of a special character which gives them a peculiar and unique value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Without limiting either Party's right to pursue all other legal and equitable remedies available to it, each of the Parties agrees that the other Party shall be entitled to injunctive and other equitable

relief (including specific performance) to prevent any violation or continuing violation of this Agreement without the need to introduce evidence of the inadequacy of money damages to remedy such violation.

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RESOLUTION OF THE BOARD OF DIRECTORS OF THE UNIVERSITY OF LOUISVILLE REAL ESTATE FOUNDATION, INC.

April 16, 2026

At a duly convened meeting of the Board of Directors (the "**Board**") of the University of Louisville Real Estate Foundation, Inc., a Kentucky non-profit corporation ("**ULREF**"), held on April 16, 2026, the Board adopted the following resolution:

Operating Budget for 2026-2027

RESOLVED, the Board approves and recommends to the University of Louisville Foundation, Inc. ("ULF") Finance Committee that it recommend the ULF Board of Directors approve the ULREF operating budget for Fiscal Year 2026-2027 as presented. (Summary attached)

BOARD ACTION:
Passed X
Did Not Pass ________
Other

[redacted]
Charles J. Dahlem, Secretary
University of Louisville Real Estate Foundation, Inc.

UNIVERSITY OF LOUISVILLE
REAL ESTATE
FOUNDATION

Budget Proposal

Key Budget Assumptions

- Rental Revenues
  - Includes $2.3M free rent to UofL.
  - No significant new leases or existing leases ending
- Housing Revenues
  - Student cost-per-semester rate to increase by 3%
- TIF Revenues
  - TIF revenues expected to decline due to reduction in the State withholding tax rate.
- Expenses
  - Expenses expected to increase from prior year due to inflation, repairs and maintenance, depreciation and amortization and support payments to UofL.

Revenues Budget

(in thousands)

- **<u>Rental revenues</u>**
  - Includes $2.3M free rent to UofL.
- **<u>Dorms' revenue</u>**
  - Expected to increase student cost-per-semester rate by 3%
- **<u>Other revenue</u>**
  - South Preston garage (near I-65 downtown) and other miscellaneous income from NTS managed properties
  - Campus Two and Three equity value adjustments
  - Dorms miscellaneous revenue
- **<u>Tax increment financing revenues</u>**
  - Tax increment expected to decrease from recent years due to cuts to State withholding tax rate.

	Proposed FYE 27 Budget	FYE 26 Forecast	FYE 26 Budget
Rental revenues	$ 11,057	$ 10,604	$ 8,882
Dorm rental revenue	11,190	10,864	10,781
Tax incremental financing revenues	8,500	11,406	8,000
Golf course revenue	4,227	4,482	4,142
Other revenues	1,288	1,180	983
Investment returns, net	420	607	500
Total revenues	**$ 36,682**	**$ 39,143**	**$ 33,288**

Expense Budget
(in thousands)

- **Support payments to UofL**
  - McConnell Center - $3.5M
  - Free rent - $2.3M
- **Salaries**
  - Dorms and golf course, increase due to rising labor and benefits cost
- **Interest expense**
  - 220 S. Preston Garage
  - Dorms
- **UofL-managed expenses**
  - Proposed budget includes the following expenses managed by UofL
    - Dorms - $11.4 million (includes $2.2 million in depreciation and amortization)
    - Golf Course - $4.5 million (includes $234,000 in depreciation)

	Proposed FY27 Budget	FY26 Forecast	FY26 Budget
Support payments to UofL	$ 5,838	$ 3,841	$ 679
Contributions to/from ULF	2,500	1,800	-
Repairs and maintenance	4,653	4,859	3,985
Employee salaries and benefits	3,909	3,272	3,402
General, administrative, and other	2,695	2,262	2,806
Utilities	2,421	2,309	2,596
Property manager fees	896	508	511
ULF services agreement	739	717	717
Professional services	851	862	1,574
Insurance premiums	331	300	417
Dorm ground lease expense	1,604	-	1,473
Interest expense	1,516	1,685	1,748
Depreciation and amortization	13,497	13,476	10,236
Total expenses	**$ 41,450**	**$ 35,891**	**$ 30,144**

Fiscal Year 2027
Capital Expenditures

Property	Amount		Description
Cardinal Station	$	210,000	Replace HVAC Units, Concrete Repairs
President's Home/Carriage House		125,000	Exterior Renovation
Lee/Floyd Street Property		110,000	Metal Roof Replacement (Hive Building)
North Quad		75,000	New Roof
Brook Street Warehouse		75,000	Interior Demolition
ULF Administration		10,000	New computers
Total capital expenditures	**$**	**595,000**	

UNIVERSITY OF LOUISVILLE
REAL ESTATE FOUNDATION

FINANCE UPDATE AS OF MARCH 31, 2026

EXECUTIVE SUMMARY
THROUGH MARCH 31, 2026

Financial Results:

- ULREF’s balance sheet is solid with nearly $15 million in short-term investments and a year-over-year reduction in debt of $4.3 million.

TIF:

- ULREF has received more than $10.7 million in TIF revenue in FY26. Of that total, the HSC TIF generated $9.75 million for tax year 2023, while the Belknap TIF contributed $412,000 for tax year 2022 and $550,000 for tax year 2023.

ULREF Consolidated Income Statements

- Gift revenue includes a $1.5 million Louisville Metro grant for a project at the New Vision of Health Campus; an offsetting contribution expense is recorded as the project benefits the University.
- ULREF has received more than $10.7 million in TIF revenue in FY26. Of that total, the HSC TIF generated $9.75 million for tax year 2023, while the Belknap TIF contributed $412,000 for tax year 2022 and $550,000 for tax year 2023.
- Rental revenues are tracking ahead of budget and prior year primarily due to the Jefferson County Sheriff's lease at 515 Building (effective July 1, 2025) and the increased value of free rent properties following the reorganization.

	For the Nine Months Ended March 31,				
	2026	**2025**	**Variance**	**Budget**	**Variance**
			(in thousands)		
Revenues					
Investment returns, net	$ 316	$ 338	$ (22)	$ 182	$ 134
Gifts	1,500	-	1,500	–	1,500
Tax incremental financing revenues	10,708	8,376	2,332	6,000	4,708
Rental revenues	7,910	6,564	1,346	6,633	1,277
Other revenues	719	686	33	675	44
Total revenues, excl. dorms & golf	**$ 21,153**	**$ 15,964**	**$ 5,189**	**$ 13,490**	**$ 7,663**

ULREF Consolidated Income Statements (cont'd)

- Support payments to UofL include the following:
  - Free and discounted rent - $1.675 million
  - Louisville Metro grant (NVHC) - $1.5 million
  - McConnell Archives project - $225,000
- Professional services tracking below budget due to timing of certain projects.
- Depreciation and amortization tracking ahead of budget due to increased property values established through ULF-ULREF reorg.

Financial information related to the Dorm LLCs and golf course for FY26 is presented through February.

	For the Nine Months Ended March 31,				
	2026	2025	Variance	Budget	Variance
			(in thousands)		
Expenses					
Support payments to UofL	$ 3,397	$ 1,062	$ 2,335	$ 509	$ 2,888
Contributions to University of Louisville Foundation	1,800	-	1,800	-	1,800
Repairs and maintenance	1,409	1,502	(93)	1,333	76
Property manager fees	731	667	64	694	37
Utilities	909	932	(23)	1,086	(177)
Interest expense	73	126	(53)	150	(77)
Employee salaries and benefits	538	522	16	538	-
Professional services	86	330	(244)	590	(504)
Insurance premiums	179	209	(30)	218	(39)
General, administrative, and other	776	545	231	442	334
Depreciation and amortization	8,260	8,386	(126)	5,672	2,588
Total operating expenses, excl. dorms & golf	**18,158**	**14,281**	**3,877**	**11,232**	**6,926**
Other income (expenses)					
Dorm-related revenues	7,963	8,166	(203)	8,313	(350)
Dorm-related expenses	(6,228)	(7,000)	772	(8,313)	2,085
Total dorm-related income (expenses)	**1,735**	**1,166**	**569**	**–**	**1,735**
Other income (expenses)					
Golf-related revenues	2,856	2,665	191	3,147	(291)
Golf-related expenses	(2,328)	(2,511)	183	(3,002)	674
Total golf-related income (expenses)	**528**	**154**	**374**	**145**	**383**
Consolidated net income (loss)	**$ 5,258**	**$ 3,003**	**$ 2,255**	**$ 2,403**	**$ 2,855**

ULREF Consolidated Statements of Position

- TIF proceeds held in money market account currently earning 3.6%.

Financial information related to the Dorm LLCs and golf course for FY26 is presented through February.

	March	
	2026	**2025**
	(in thousands)	
Assets		
Cash	$ 11,412	$ 7,332
Accounts receivable, net	2,290	1,324
Prepaids and other assets	7,953	8,787
Short-term investments	14,917	14,102
Investments in joint ventures	7,956	8,646
Intangibles, net	145,324	153,990
Real estate and other capital assets, net	227,223	225,828
Total assets	**$ 417,075**	**$ 420,009**

ULREF Consolidated Statements of Position (cont'd)

- ULREF prepaid $1.5 million on the 220 S. Preston loan in FY26.

Financial information related to the Dorm LLCs and golf course for FY26 is presented through February.

	March			
	2026		2025	
	(in thousands)			
Liabilities and net assets				
Liabilities:				
Accounts payable	$	1,354	$	1,552
Other liabilities		5,130		3,277
Due to University of Louisville Foundation		27,146		30,733
Debt		34,778		39,061
Total liabilities		68,408		74,623
Net assets		348,667		345,386
Total liabilities and net assets	**$**	**417,075**	**$**	**420,009**

Investment Properties Performance: Internal Rate of Return

($'s,000's)

- Properties held primarily for financial return
- Purpose:
  - Generate income (rent, lease payments)
  - Capital appreciation
  - Provide a hedge against inflation and diversify the portfolio
- ULF/ULREF is a 51% partner in the joint ventures that own:
  - 600 N. Hurstbourne Pkwy
  - 700 N. Hurstbourne Pkwy
  - 500 N. Hurstbourne Pkwy

Address	Total Investment (in thousands)	Internal Rate of Return	Major Tenants
300 E. Market Street	7,914	N/A	Atria Senior Living
220 S. Preston Street	15,423	-5.0%	Parking garage
996 Breckenridge Lane	7,250	4.5%	PGA SuperStore
515 W. Market Street	10,502	-7.8%	Jefferson Co. Sheriff
600 N. Hurstbourne Pkwy	8,795	10.0%	Churchill Downs
700 N Hurstbourne Pkwy	3,757	16.4%	Steel Technologies
500 N. Hurstbourne Pkwy	5,311	9.7%	Ventas

- 300 E. Market: Estimated sales proceeds do not cover the remaining debt obligations associated with the building.

Investment Properties Performance: Cash on Cash Return

($'s,000's)

- 220 S. Preston made a $1.5 million accelerated principal payment in September 2025.

Address	Annualized Cash Flows (Deficit) *in thousands*	Investment *in thousands*	Annualized Return (Loss) %	Major Tenants
300 E. Market Street	(34)	7,914	-0.4%	Atria Senior Living
220 S. Preston Street	(1,457)	15,423	-9.4%	Parking garage
996 Breckenridge Lane	479	7,250	6.6%	PGA SuperStore
515 W. Market Street	60	10,502	0.6%	Jefferson Co. Sheriff
600 N. Hurstbourne Pkwy	372	8,795	4.2%	Churchill Downs
700 N Hurstbourne Pkwy	214	3,757	5.7%	Steel Technologies
500 N. Hurstbourne Pkwy	209	5,311	3.9%	Ventas

Debt

Loan	Terms	Maturity Date	Outstanding Principal March 31, 2026 *(in thousands)*
Dorm, LLCs - Northwestern Mutual Loan $42 million	• Fixed 4.77% rate • 20-year amortization • Monthly principal and interest payments	December 2038	$ 31,120
220 S. Preston - Permanent Financing $9.3 million	• Daily SOFR plus an unadjusted spread of 125 basis points plus a SOFR adjustment of 10 basis points - 5.03% • Quarterly principal payments of $116,754, with a final installment due on June 1, 2029	June 2029	$ 1,188
CCG-Louisville - Intercompany Loan- $4 million	• Fixed 2.0% interest rate • Promissory note between CCG-Louisville and ULF. • Annual payments funded by ULAA	July 2042	$ 2,718

Does not include $248 in debt issuance costs, which is netted against debt on the balance sheet.

Schedule of Cumulative Remaining Payments	
(in thousands)	
Year ending June 30,	
2026	563
2027	2,452
2028	2,545
2029	2,312
2030	2,277
Thereafter	24,877
	$ 35,026

Debt without Payment Schedule	
Outstanding Principal at March 31, 2026	
(in thousands)	
ULDC LOC	$ 9,843

Appendix

Historical TIF Increment Receipts

- ULREF has received the following increment payments in FY26:
  - 2023 HSC – State - $9,745
  - 2023 Belknap – State - $550
  - 2022 Belknap – Metro - $412
- Louisville Metro is still working on calculations for the following:
  - 2022 HSC
  - 2023 HSC
  - 2023 Belknap

Tax Year	Health Science Campus TIF		Belknap Campus TIF		Total
	State	Metro	State	Metro	
	(in thousands)				
2011	4,632	775	-	-	5,407
2012	4,544	1,443	-	-	5,987
2013	3,819	1,083	-	-	4,902
2014	2,087	1,722	4	36	3,849
2015	2,648	1,653	182	86	4,569
2016	5,191	2,281	-	376	7,848
2017	6,794	2,298	-	360	9,452
2018	7,198	1,911	-	355	9,464
2019	6,837	1,788	-	433	9,058
2020	8,680	1,557	-	441	10,678
2021	8,580	2,166	-	391	11,137
2022	8,376		-	412	8,788
2023	9,745		550		10,295
Total	**79,131**	**18,677**	**736**	**2,890**	**101,434**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE UNIVERSITY OF LOUISVILLE REAL ESTATE FOUNDATION, INC.

April 16, 2026

At a duly convened meeting of the Board of Directors (the "**Board**") of the University of Louisville Real Estate Foundation, Inc., a Kentucky non-profit corporation ("**Foundation**"), held on April 16, 2026, the Board adopted the following resolutions:

<u>Sale of Real Property at 996 Breckinridge Lane</u>

WHEREAS, the University of Louisville Foundation, Inc. ("**ULF**") is the sole member of University of Louisville Real Estate Foundation, Inc., a Kentucky nonprofit corporation ("**ULREF**");

WHEREAS, ULREF is the owner of certain real property located at 996 Breckinridge Lane (the "Property");

RESOLVED, subject to the approval of ULF, the Board hereby authorizes and directs the Executive Director, on behalf of ULREF, to retain a broker and to effectuate the sale of the Property.

BOARD ACTION:
Passed X
Did Not Pass ________
Other ______________

[redacted]
University of Louisville Foundation, Inc.