

AMENDED AND RESTATED MANAGEMENT CONTRACT

This Amended and Restated Management Contract (“Contract”) is made and entered into as of the ___ day of _____, 2022, by and between Lexington-Fayette Urban County Government (hereinafter the “Urban County Government”), and Lexington Center Corporation, a Kentucky 501(c)(3) non-profit corporation and an agency and instrumentality of Urban County Government (hereinafter “LCC”).

RECITALS

WHEREAS, the LCC is the owner of certain real property and improvements thereon located in Fayette County, Kentucky, on which property LCC operates and manages certain facilities, including, without limitation, Rupp Arena and Central Bank Center (collectively, the “Facilities”); and

WHEREAS, the Urban County Government, from time to time since 1975, has authorized the issuance of bonds in order to finance LCC’s construction and operation of the Facilities (“Previous Bond Transactions”); and

WHEREAS, part of the terms and conditions of the Previous Bond Transactions included the Urban County Government’s leasing of a portion of LCC’s real property and Facilities and obligating itself to pay rentals to LCC for said leased property and Facilities (“Lease”); and

WHEREAS, simultaneously with the leasing of a portion of the real property and Facilities to the Urban County Government, the Urban County Government has previously entered into one or more Management Contracts pursuant to which LCC is granted full possession and control of the real property and Facilities leased by LCC to the Urban County Government and covenants to operate and manage the real property and Facilities according to acceptable public standards all applicable laws, and terms and conditions of the Management Contract; and

WHEREAS, the current Management Contract entered into between the Urban County Government and LCC was dated June 15, 1993 (the “Prior Contract”); and

WHEREAS, the last lease entered into by and between LCC and the Urban County Government was also dated June 15, 1993 (the “Prior Lease”); and

WHEREAS, the Previous Bond Transactions underlying the Prior Contract and the Prior Lease have been refinanced and superseded by the following bond transactions:

1. \$110,855,000 Kentucky Bond Development Corporation Convention Facilities Revenue Bonds, Series 2018 (Lexington Center Corporation Project) dated October 16, 2018 (the “Series 2018 Revenue Bonds”); and

2. \$83,605,000 Kentucky Bond Development Corporation Transient Room Tax Revenue Bonds, Series 2018A (Lexington Center Corporation Project) dated October 16, 2018 (the “Series 2018A Senior Transient Room Tax Bonds”); and

3. \$13,460,000 Kentucky Bond Development Corporation Transient Room Tax Revenue Bonds, Subordinate Series 2018B (Lexington Center Corporation Project) dated October 16, 2018 (the “Series 2018B Subordinate Transient Room Tax Bonds”); and

4. \$31,865,000 Lexington-Fayette Urban County Government Public Facilities Corporation Taxable Project Refunding Bonds, Series 2020 (Lexington-Fayette Urban County Government General Obligation) (the “Series 2020 Bonds”) (the bonds identified in Numbers 1, 2, 3 and 4 above shall be collectively referred to herein as the “Current Bonds”); and

WHEREAS, in connection with the Current Bonds, LCC entered into a Lease with the Urban County Government dated October 1, 2018 and recorded in Deed Book 3622, Page 443, in the Fayette County Clerk’s Office, as supplemented by a First Supplemental Lease dated August

1, 2020 and recorded in Deed Book 3806, Page 421, in the Fayette County Clerk's Office (collectively the "Lease"); and

WHEREAS, the Lease leased unto the Urban County Government the Leased Premises described on Exhibit A to the Lease, also attached hereto as *Exhibit A* (the "Leased Premises"); and

WHEREAS, the Urban County Government then entered into a Ground Lease Agreement dated August 1, 2020 and recorded at Deed Book 3806, Page 437, in the Fayette County Clerk's Office ("Ground Lease") with Lexington Fayette Urban County Government Public Facilities Corporation (the "Public Facilities Corporation"), pursuant to which the Urban County Government leased the Leased Premises to the Public Facilities Corporation; and

WHEREAS, the Public Facilities Corporation then leased and subleased its interest in the Leased Premises to the Urban County Government pursuant to a Lease Agreement dated August 1, 2020 and recorded at Deed Book 3806, Page 446, in the Fayette County Clerk's Office; and

WHEREAS, in order to provide for the ongoing operation and management of the Facilities located on the Leased Premises, the Parties hereto have agreed to amend and restate the terms and conditions of the Prior Contract in its entirety.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Urban County Government and LCC do hereby agree that the terms and conditions of the Prior Contract are hereby amended and restated, in their entirety, to read as follows:

1. The term of this Agreement shall be coterminous with the term of the Lease and shall automatically renew from year-to-year in like manner as the Lease.

2. That LCC shall have full possession and control of the Leased Premises and Facilities as the agency and instrumentality of the Urban County Government;

3. That LCC shall operate and manage the Leased Premises and Facilities according to acceptable public standards, in accordance with all applicable laws and in such a manner as to promote and preserve the public enjoyment, safety, health, convenience and general welfare of the inhabitants of Fayette County and the Commonwealth of Kentucky;

4. That LCC shall have the authority to enter into, in its own name or by and through OVG Facilities, LLC, the management company, all its contractual, lease or rental agreements for the Leased Premises and Facilities, or any part thereof, with any and all persons, firms, corporations or governmental entities for such periods and upon such terms and conditions it may deem proper and appropriate and not in conflict with the terms of this Agreement;

5. That LCC shall promptly and properly perform all other obligations and responsibilities of the Urban County Government under the terms of the Lease relating to insurance, maintenance, and operation of the Leased Premises and Facilities;

6. That LCC shall receive and be the owner of, all funds arising out of the use and operation of the Leased Premises and Facilities (“Funds”) and shall annually cause to be prepared and delivered to the Urban County Government an audited statement of said financial operations;

7. That the Urban County Government shall, at its own expense, be permitted, at reasonable times and places, to audit the internal affairs of LCC as the Urban County Government deems necessary;

8. That after properly applying the Funds pursuant to the terms of the Current Bonds and Lease, LCC may set up and retain reasonable reserves for its efficient operation, depreciation, replacement of equipment, and repairs, and retain any surplus thereafter remaining.

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IN WITNESS WHEREOF, the parties have hereunto set their hands, by and through their respective duly authorized officers, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

By: _____
LINDA GORTON, MAYOR

LEXINGTON CENTER CORPORATION

By: _____
WILLIAM B. OWEN, PRESIDENT

EXHIBIT A

Leased Premises

The facilities and improvements comprising the Leased Premises are located on the following described property sites:

1. All of the real property conveyed to Lexington Center Corporation by the Commonwealth of Kentucky pursuant to Deed of Conveyance dated August 9, 2018, and recorded at Deed Book 3605, Page 376, in the Fayette County Clerk's Office. (Being the same property previously leased to Lexington Center Corporation by the Commonwealth of Kentucky pursuant to Lease dated October 1, 1992, a Memorandum of which was recorded at Deed Book 1684, Page 195, in the Fayette County Clerk's Office.)
2. Being all of Parcel 4B, Disposal Block 7, of Lexington Center Corporation Property of record in Plat Cabinet B, Slide 378, in the Office of Fayette County Clerk, to which plat reference is hereby made for more particular description of said property.

Being a part of the same property conveyed to Lexington Center Corporation by deeds dated June 4, 1974, of record in Deed Book 1105, pages 513 and 522, in the Fayette County Clerk's office.

That portion of the following property that lies between the east right-of-way of what is commonly referred to as the "Jefferson Street Viaduct" and the western boundary of the Parcel described in No. 2 above:

The real estate conveyed to Lexington Center Corporation pursuant to that Quitclaim Deed dated August 23, 1989, between CSX Transportation, Inc., and Lexington Center Corporation, which Deed was recorded in Deed Book 1527, Page 450, in the Fayette County Clerk's Office.

4. That portion of the following property that lies between the east right-of-way of what is commonly referred to as the "Jefferson Street Viaduct" and the western boundary of the Parcel described in No. 2 above:

The real estate conveyed unto Lexington Center Corporation pursuant to Deed of Conveyance from the Commonwealth of Kentucky to Lexington Center Corporation dated April 5, 1982, and recorded in Deed Book 1296, Page 691, in the Fayette County Clerk's Office.