

Effective Date: November 7, 2022

## **RE: Intent to Purchase Commercial Property**

This Letter of Intent (the "LOI") is to outline the basic terms and conditions for a formal agreement under which ETJ Holdings Incorporated (the "Buyer") will purchase approximately five and fifty-eight hundredth (5.58) acres of real property located at 1526 McGrathiana Parkway, Lexington, Kentucky 40511 (the "Property"). The Property is depicted as Lot 21 on the Final Record Plat L-794 of the Coldstream Research Campus, which is attached as "Exhibit A".

1. On the terms and subject to the conditions set forth below, Buyer will acquire the subject Property for a purchase price of \$1,155,000.00 (the "Purchase Price").
2. The undersigned represents that the Property is owned by the Lexington-Fayette Urban County Government ("LFUCG") via Special Warranty Deed and it has the full right to enter into a contract of sale of the Property and to fully carry out the terms thereof subject to the terms of said deed and any restrictions or covenants therein.
3. Buyer and LFUCG agree and understand that this offer is an "All Cash" offer that is not contingent on a loan. Buyer shall pay a down payment of ten percent of the Purchase Price, or \$115,500.00, upon execution of a separate written agreement defined in Section 4 below which shall be nonrefundable should the Buyer default under said agreement. Buyer shall pay the balance of the Purchase Price by a cashier's check or wire transfer of funds at closing.
4. Buyer and LFUCG shall enter into a written definitive Purchase and Sale Agreement (the "Agreement") that is satisfactory to respective counsel regarding the development of the Property. Buyer has presented a concept for developing a medical park on the Property. The development may also include supportive uses permitted by the P-2 University Research Campus Zoning Ordinance. However, Buyer and LFUCG understand that the Agreement contemplated in this LOI will only address the development of a primary care office on the Property.
5. The Agreement will incorporate the substance of this LOI and contain such other customary and reasonable terms and provisions as we and our counsel shall agree to, including without limitation, evidence of good title to the Property by title insurance and acceptable survey as to the real estate involved in this transaction for the Buyer's intended use as a medical office and/or clinic (the "Intended Use"). The Agreement shall contain mutually agreeable covenants, opinions, and representations as to the condition of the soil and sub-surface of the Property satisfactory to the Buyer and sufficient for the Buyer's Intended Use, access to the Property, utility service sufficient for Buyer's Intended Use available at the boundaries of the Property, satisfactory environmental condition of the Property, satisfactory zoning of the Property for Buyer's Intended Use, there being no covenants or restrictions applicable to Property which would interfere with the Buyer's Intended Use and such other covenants and representations as may be agreed to by the parties.
6. The Agreement, among other things, shall provide the following:
  - a. Subject to applicable ordinances and approval processes, which approval shall not be unreasonably withheld, Buyer shall be granted the right to install a

monument sign for the primary care office and the right to affix signage to the building identifying the Property; and

- b. Buyer shall adhere to the P-2 University Research Campus Zoning Ordinance covering minimum requirements for development, as well as the University of Kentucky Design Guidelines for site development at Coldstream Research Campus.
  - c. If, after completion of site analysis, Buyer determines that the site work or any other site feature required to construct the building for the Intended Use is so extensive as to require expenditures above the reasonably expected costs of such site work, Buyer may terminate the Agreement and all deposits shall be refunded.
7. Buyer shall have one hundred and twenty (120) calendar days from the date of execution of the Agreement to perform due diligence investigation on the Property. Buyer agrees to make reasonable good faith efforts to submit and receive any required governmental approvals for the construction of the Intended Use before the end of the 120-calendar day due diligence period. In all instances where LFUCG's approval is required, LFUCG shall not unreasonably withhold or delay such approval. To facilitate such closing, LFUCG shall deliver to Buyer within five (5) days of the parties' execution of the Agreement, copies of the following to the extent in LFUCG's possession: (i) Property title insurance policies, surveys, covenants, conditions and restrictions applicable to the Property, (ii) geological reports, borings reports and soil sample reports as to the Property, (iii) environmental reports concerning the Property, and (iv) any other studies, or agreements (other than matters of record) that are applicable to the Property.
  8. Buyer will commence its' due diligence investigation promptly and complete the same with all deliberate speed. Further, Buyer agrees that any instruments, documents, reports, agreements, studies and records that LFUCG makes available to Buyer for their review are confidential and private, and that Buyer will not disclose the same to any third party other than their counsel, accountants, and architectural consultants.
  9. The transaction shall close reasonably promptly after the execution of the Agreement and after Buyer has performed such inspections, reviewed such instruments, documents and records related to the Property, and obtained a commitment for title insurance as to any real estate as Buyer may deem reasonably necessary, but in no event later than March 11, 2023, unless all parties agree to a later date.
  10. From the date of execution of this LOI to the date of closing, LFUCG will continue to operate the Property in the usual and ordinary course, and will refrain from any significant changes unless it discussed same with Buyer first.
  11. Pending execution and delivery of the Agreement, LFUCG will not solicit proposals for the purchase of the subject Property from any other party and that it will, instead, negotiate in good faith with the Buyer for the purchase of same.
  12. Each party shall pay their own attorneys' fees and expenses related to this transaction.

Except for Paragraphs 7 through 12 above, which shall be binding on the parties, this LOI is not

binding upon the parties, but represents their current good faith intention to negotiate and execute a definitive written agreement for the purchase and sale of the Property under the terms and conditions stated herein. Since the proposal incorporates the execution and delivery of the Agreement satisfactory to our respective counsel as a condition to its enforceability, nothing in this LOI will preclude the insertion of other mutually satisfactory provisions in the Agreement.

If you agree in principle with this proposal, please sign the enclosed copy of this LOI and return to us by November 11, 2022. After receipt of the executed copy of this LOI, we will then instruct our counsel to prepare the Agreement for our mutual review. Notwithstanding anything to the contrary herein, either one of us may withdraw from this proposal at any time.

**ETJ Holdings Incorporated (BUYER)**

**LFUCG**

\_\_\_\_\_  
Colton Jayne  
Secretary  
Date: \_\_\_\_\_

\_\_\_\_\_  
Kevin Atkins  
Chief Development Officer  
Date: \_\_\_\_\_

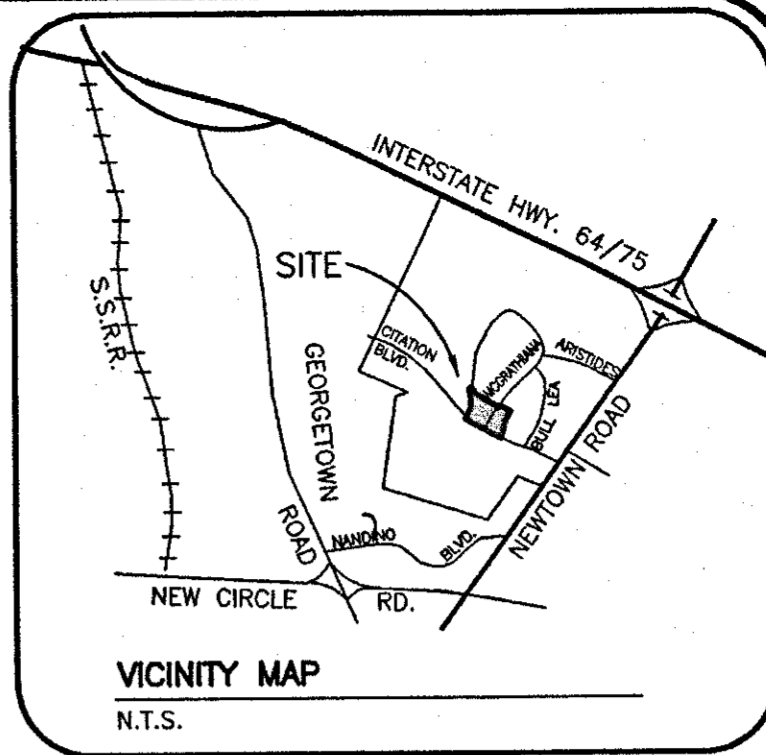
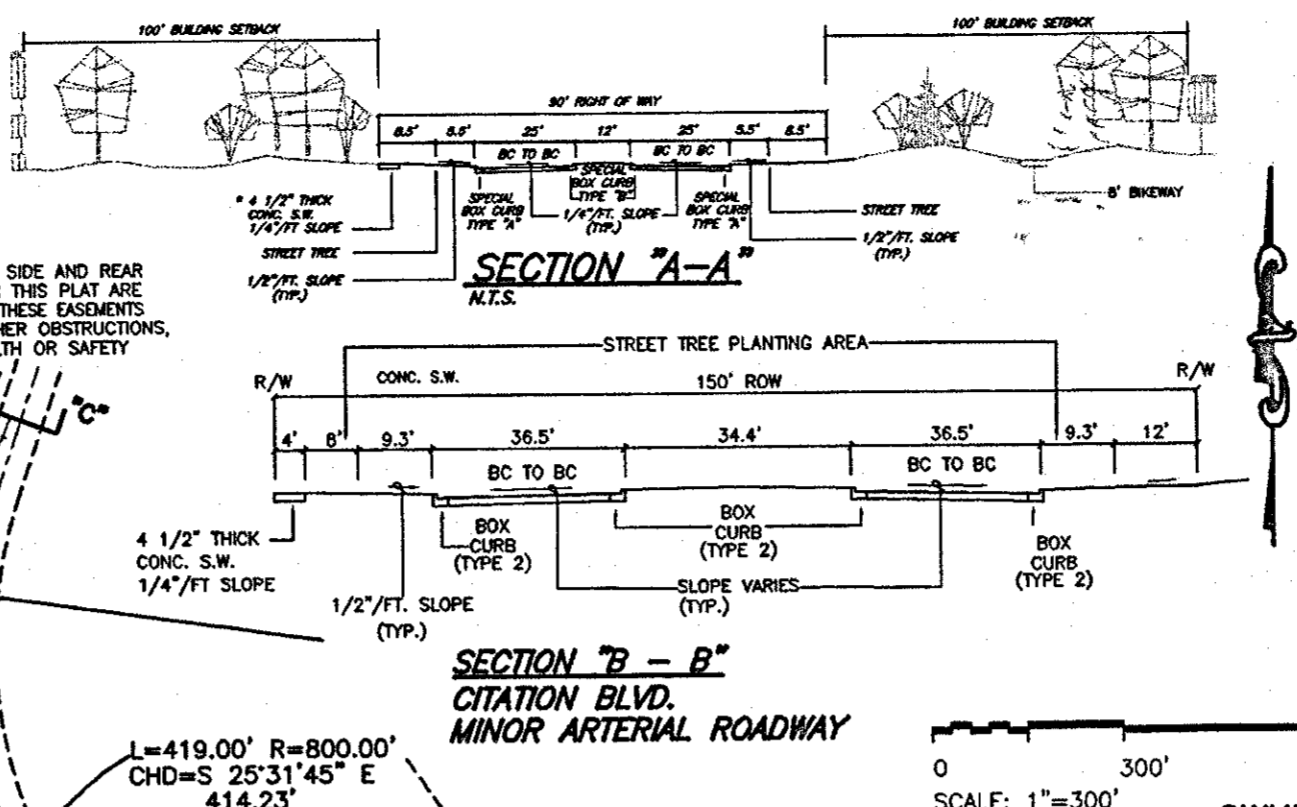
2002-265

GENERAL NOTES:

SEWER MANHOLES SHALL NOT BE COVERED BY GRADING, SOODING OR ANY OTHER CONSTRUCTION OPERATION. ALL AREAS THAT HAVE BEEN DISTURBED BY GRADING SHALL HAVE TEMPORARY VEGETATIVE COVER PROVIDED...

GENERAL NOTES: (CONT.)

BIKEWAYS SHALL BE CONSTRUCTED AND STREET TREES PLANTED PRIOR TO ISSUANCE OF OCCUPANCY PERMITS. THE SCENIC EASEMENTS SHOWN HEREON SHALL BE FOR LANDSCAPING & LIMITED PASSIVE RECREATION...



PAVING SPECIFICATIONS:

ALL STREETS: 10" D.G.A. 4" BITUMINOUS

WATER & GAS SERVICE MAINS:

TO BE INSTALLED IN UTILITY STRIPS WITHIN STREET RIGHTS-OF-WAY, UNLESS OTHERWISE NOTED.

SITE STATISTICS:

TOTAL ACREAGE: 42.77 AC. LOTS: 5 ZONE: P-2 AC. IN STREET R.O.W.: 1.97 ACRES LENGTH OF STREET CONSTRUCTION: 953.92 LF

STREET TREE SCHEDULE:

ARTERIAL SCREENING REQUIREMENTS FOR McGRATHIANA PARKWAY ARE MET BY EXISTING TREES, A PLANTING PLAN BY SARGISS & HAMMOND IS ON FILE WITH LFUGS DIVISION OF BUILDING INSPECTION...

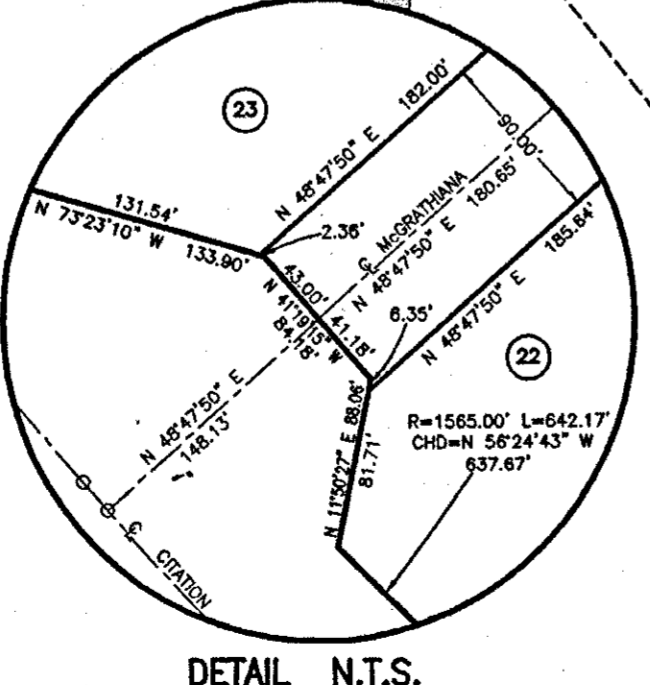
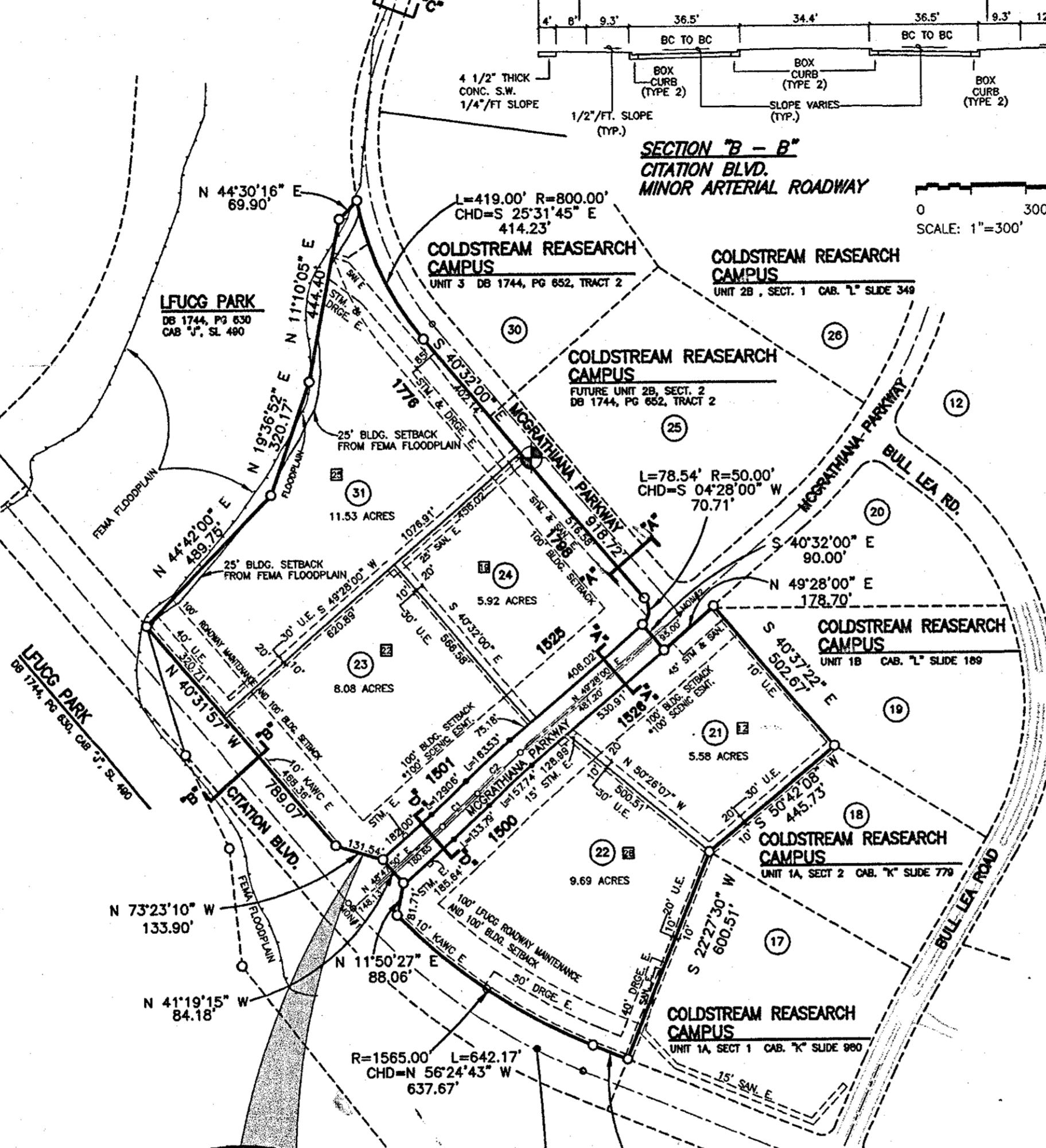
- 1. THE STREET TREES REQUIRED HEREIN SHALL BE MAINTAINED BY THE PROPERTY OWNER. THE OWNER OF THE PROPERTY SHALL KEEP THEM IN PROPER, NEAT AND ORDERLY APPEARANCE... 2. NO TREE MAY BE REMOVED WITHOUT THE APPROVAL OF THE URBAN FORESTER...

SURVEY NOTES:

THIS PLAT IS BASED ON A PHYSICAL SURVEY OF THE COLDSTREAM FARM PROPERTIES AS RECORDED IN DB 614, P 320, DB 626, P 422, DB 649, P 52 & DB 648, PG 552. THE SURVEY WAS PERFORMED FEBRUARY 11-21, 1991 BY METHOD OF RANDOM TRAVERSE WITH AN UNADJUSTED ERROR OF CLOSURE OF 1" IN 58,245'...

Table with 3 columns: MON., DESCRIPTION, COORDINATES. Lists monument #1 and #2 with their respective descriptions and coordinates.

BENCHMARK INFORMATION CHISELED SQUARE ON SOUTHEAST CORNER OF CURB INLET LOT 24 ELEV. = 929.99



SCALE: 1"=300'

OWNER'S CERTIFICATION:

I (WE) DO HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF RECORD OF THE PROPERTY PLATTED HEREON WHICH IS RECORDED IN DEED BOOK VOLUME (OR PLAT CABINET) PAGE (OR SLIDE) IN THE FAYETTE COUNTY CLERK'S OFFICE...

URBAN-COUNTY COMMISSION'S CERTIFICATION:

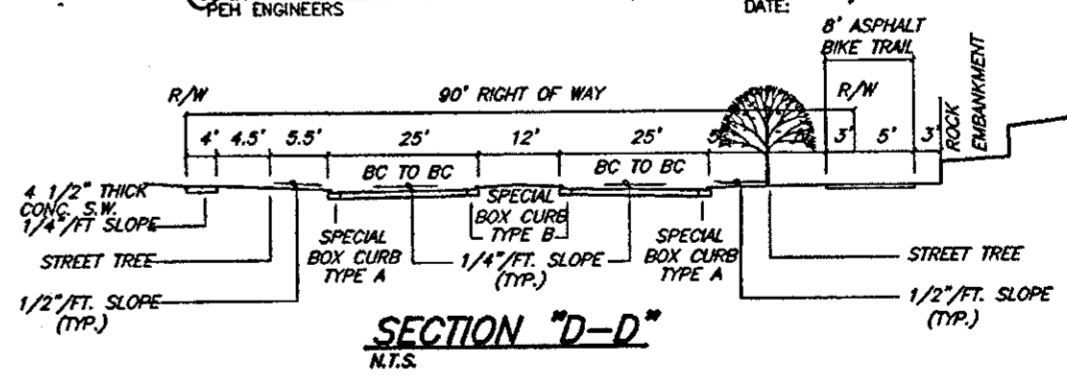
I DO HEREBY CERTIFY THAT THIS RECORD PLAT WAS APPROVED BY THE URBAN-COUNTY PLANNING COMMISSION AT ITS MEETING ON 10/23/2002 AND IS NOW ELIGIBLE FOR RECORDING.

URBAN-COUNTY ENGINEER'S CERTIFICATION:

I DO HEREBY CERTIFY THAT ALL PUBLIC IMPROVEMENTS HAVE BEEN INSPECTED AND FOUND TO BE INSTALLED, AND "AS-BUILT" CONSTRUCTION DRAWINGS RECEIVED, AND ALL ARE IN CONFORMANCE WITH THE REQUIREMENTS OF THE PLANNING COMMISSION AND ITS SUBDIVISION REGULATIONS.

ENGINEER'S & LAND SURVEYOR'S CERTIFICATION:

I DO HEREBY CERTIFY THAT THIS RECORD PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION, THAT ALL WORK PERFORMED BY ME OR UNDER MY DIRECTION, INCLUDING ENGINEERING DESIGN, WAS DONE IN ACCORDANCE WITH THE PROVISIONS OF THE LAND SUBDIVISION REGULATIONS AND THE REQUIREMENTS OF THE PLANNING COMMISSION...



\* FLOOD PROTECTION ELEVATION:

THE FLOOD PROTECTION ELEVATIONS AND FLOODPLAIN ARE ESTABLISHED AT THE DIRECTION OF THE LEXINGTON / FAYETTE URBAN COUNTY GOVERNMENT BASED ON ITS STANDARDS AND AS A PREREQUISITE TO APPROVAL FOR RECORDING...

CURVE TABLE with columns: CURVE, LENGTH, RADIUS, TANGENT, CHORD, BEARING, DELTA. Lists curves C1 and C2.

ORDERED TO RECORD PAID \$25.50 INC. TAX AT 2:27 PM 23rd DAY OF OCT 2002 DONALD W. BLEVINS FAYETTE COUNTY CLERK BY Doug Brodridge 200210230322

CAB. "L" SLIDE 794 FINAL RECORD PLAT OF COLDSTREAM RESEARCH CAMPUS UNIT 4 AUGUST 2002 LEXINGTON, FAYETTE COUNTY, KENTUCKY

STATE OF KENTUCKY PROFESSIONAL ENGINEER seal for Darrella Edwards, 19172.

STATE OF KENTUCKY PROFESSIONAL LAND SURVEYOR seal for James M. Chambliss, 3185.

PEH ENGINEERS logo and contact information: 1525 BULL LEA ROAD, SUITE 100, LEXINGTON, KENTUCKY (859) 225-8500.

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