

**CERTIFICATE OF LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**

THIS CERTIFICATE is made this ____ day of _____, 2013, by the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky ("LFUCG"), whose mailing address is 200 East Main Street, Lexington, Kentucky 40507.

WHEREAS, LFUCG and First Security National Bank and Trust Company of Lexington entered into that certain Landscape Easement dated December 14, 1990 of record in Deed Book 1571, Page 593, Fayette County Clerk's office (the "Landscape Easement"), said Landscape Easement being located adjacent to 201 East Main Street, Lexington, Kentucky (the "Benefitted Property").

WHEREAS, Section 2 of the Landscape Easement requires the consent of LFUCG prior to the transfer, sale, exchange or encumbrance of the Landscaped Easement.

WHEREAS, the current owners of the Benefitted Property and the easement rights under the Landscape Easement are Main Street, EH, LLC, Main Street 1, LLC, Main Street 2, LLC, Main Street 3, LLC, Main Street, 4, LLC, Main Street 5, LLC, Main Street 6, LLC, Main Street 7, LLC, Main Street 8, LLC, Main Street 9, LLC, Main Street 10, LLC, Main Street 11, LLC, Main Street 12, LLC, Main Street 13, LLC, Main Street 14, LLC, Main Street 15, LLC, Main Street 16, LLC, Main Street 17, LLC, Main Street 18, LLC, Main Street 19, LLC, Main Street 20, LLC, Main Street 21, LLC, Main Street 22, LLC, Main Street 23, LLC, Main Street 24, LLC, Main Street 25, LLC, Main Street 26, LLC, Main Street 27, LLC, Main Street 28, LLC, Main Street 29, LLC, Main Street 30, LLC, Main Street 31, LLC and Main Street 32, LLC (the "Sellers").

WHEREAS, Sellers have agreed to sell the Benefitted Property and transfer the Landscape Easement to In Rel Properties, Inc., a Florida corporation (the "Buyer").

WHEREAS, Buyer will assume the continued maintenance of the Landscaped Easement under the terms thereof if the LFUCG consents to the transfer of the Landscaped Easement to Buyer.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LFUCG hereby (i) consents to the conveyance by Seller to Buyer of Seller's interest in the Landscape Easement, (ii) consents to Buyer encumbering its interest in the Landscape Easement to its acquisition or subsequent mortgage lender and (iii) certifies that there are no existing violations of the terms and conditions of the Landscape Easement.

