

**ASSIGNMENT OF LEASE AGREEMENT**

Between

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

And

**ASTANA IRB HOLDINGS LLC**

**UP TO \$39,000,000**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, KENTUCKY,  
INDUSTRIAL BUILDING REVENUE BONDS, SERIES 2022A  
(SPEIGLE HEIGHTS REDEVELOPMENT PROJECT – ASTANA)**

Dated as of

\_\_\_\_\_, 2022

## ASSIGNMENT OF LEASE AGREEMENT

Dated as of \_\_\_\_\_, 2022

In order to secure payment of up to \$39,000,000 aggregate maximum principal amount of Lexington-Fayette Urban County Government, Kentucky, Industrial Building Revenue Bonds, Series 2022A (Speigle Heights Redevelopment Project – Astana) (the “*Astana Bonds*”) issued by the Lexington-Fayette Urban County Government (the “*Issuer*”) to Astana IRB Holdings LLC, as the original purchaser thereof (the “*Purchaser*”), pursuant to a Bond Purchase Agreement dated as of \_\_\_\_\_, 2022, among the Issuer, the Purchaser, Astana IRB Holdings LLC, as the servicing agent thereunder, and Astana LLC (the “*Company*”), the Issuer hereby assigns all of the Issuer’s right, title, and interest in and to the Lease Agreement related thereto dated \_\_\_\_\_, 2022, by and between the Issuer and the Company recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_ in the office of the County Clerk of the County of Fayette, Kentucky (the “*Lease Agreement*”), to the Purchaser. Such assignment shall include, but not be limited to, the Pledged Receipts (as defined in the Lease Agreement), but shall exclude the Issuer’s right to receive expense, reimbursement, indemnity, and other payments from the Company and the Issuer’s other rights, protections, and remedies provided by Sections 3.03(a) and (f), 4.02(b), 6.08(b), 6.16, 7.02, 8.04, 9.04 and 9.05 of the Lease Agreement.

This Assignment of Lease Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

[Signature Page To Follow]

**SIGNATURE PAGE TO SERIES 2022A ASSIGNMENT OF LEASE AGREEMENT**

**IN WITNESS WHEREOF**, the Issuer has caused this Assignment of Lease Agreement to be executed in its name and on its behalf, all as of the date first stated above.

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

By: \_\_\_\_\_  
Linda Gorton  
Mayor

Attest:

\_\_\_\_\_  
Abigail Allan  
Urban County Council Clerk

Accepted as of the date first stated above:

**ASTANA IRB HOLDINGS LLC**, as Purchaser under  
the Bond Purchase Agreement

By: \_\_\_\_\_  
Nicholas T. Feldman  
Manager

**COMMONWEALTH OF KENTUCKY** )  
 ) Sct.  
**COUNTY OF FAYETTE** )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_, 2022, by Linda Gorton and Abigail Allan, as the respective Mayor and Urban County Council Clerk of the Lexington-Fayette Urban County Government, for and on behalf of said Government.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**COMMONWEALTH OF KENTUCKY** )  
 ) Sct.  
**COUNTY OF FAYETTE** )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_, 2022, by Nicholas T. Feldman, as Manager of Astana IRB Holdings LLC, for and on behalf of said limited liability company.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

This instrument prepared by:

**STOLL KEENON OGDEN PLLC**  
500 West Jefferson Street  
Suite 2000  
Louisville, Kentucky 40202  
Phone: (502) 560-5208  
timothy.eifler@skofirm.com

By: \_\_\_\_\_  
Timothy J. Eifler