

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (the "Memorandum"), is executed as of the 8th day of ~~April~~, 2016:

June
LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT PUBLIC FACILITIES CORPORATION,
a Kentucky non-profit corporation
200 E. Main Street – Finance Department
Lexington, KY 40507

"Landlord"

and

HISTORIC COURTHOUSE, LLLP
a Kentucky limited liability limited partnership
200 E. Main Street
Lexington, KY 40507

"Tenant"

WITNESSETH:

In consideration of the premises, the mutual covenants and agreements set forth in a certain Lease Agreement (the "Lease") dated ~~April 8~~ *June 8* 2016, by and between Landlord and Tenant, Landlord has leased to Tenant, and Tenant has leased from Landlord, the real estate located in Lexington, Fayette County, Kentucky, as described in Exhibit A attached hereto and made a part hereof (such real estate is hereinafter referred to as the "Leased Premises"), for a lease term (the "Term") ending on December 31, 2091 (the "Expiration Date").

This Memorandum is executed for the purpose of giving notice of the existence of the Lease and the terms thereof. Reference is made to the Lease for the full description of the rights and duties of Landlord and Tenant, and this Memorandum shall in no way affect the terms and conditions of the Lease or the interpretation of rights and duties of Landlord and Tenant thereunder except as expressly set forth herein.

[Signatures on following page]

Mail to: L.F.U.C.G.
Dept. of Law
200 E. Main St.
Lex., KY 40507

(DSB)

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease Agreement with Option to Purchase to be executed on this 8th day of ~~April~~ June, 2016.

LANDLORD:

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT PUBLIC FACILITIES
CORPORATION,
a Kentucky non-profit corporation

By: _____

Title: _____

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

I, the undersigned, certify that the foregoing Memorandum of Lease Agreement was produced before me in my said County and State and duly acknowledged and sworn to me by Jim Gray, as Mayor of the Lexington-Fayette Urban County Government Public Facilities Corporation, a Kentucky non-profit corporation, on behalf of the corporation, on this 8th day of ~~April~~ June, 2016.

Joe J. [Signature] #547793
Notary Public, State at Large

My Commission expires: 28-DEC-16

[Signatures on following page]

TENANT:

HISTORIC COURTHOUSE, LLLP,
a Kentucky limited liability limited partnership

By: HISTORIC COURTHOUSE GP, INC.,
a Kentucky corporation

By: Sarah Hamilton

Title: President

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

I, the undersigned, certify that the foregoing Memorandum of Lease Agreement was produced before me in my said County and State and duly acknowledged and sworn to me by Sarah Hamilton, President of Historic Courthouse GP, Inc., a Kentucky corporation, the general partner of Historic Courthouse, LLLP, a Kentucky limited liability limited partnership, on this 8th day of April, 2016.

[Signature] #547793
Notary Public, State-at-Large

My Commission expires: 28-Dec-2016

~~THIS INSTRUMENT PREPARED BY:~~

~~David J. Barberie for and on
behalf of Robert B. Vice~~

~~Robert B. Vice, Esq.
Reed Weitkamp Schell & Vice PLLC
500 West Jefferson Street, Suite 2400
Louisville, Kentucky 40202
(502) 589-1000~~

THIS INSTRUMENT PREPARED BY:

[Signature]

David J. Barberie
Managing Attorney
Lexington-Fayette Urban
County Government
200 E. Main Street, 11th Floor
Lexington, Kentucky 40507

EXHIBIT "A"

All that tract or parcel of land situated on West Main Street and bounded by North Upper Street, West Short Street and Cheapside Park, in Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to wit:

Beginning at a point in the rear sidewalk lines at Main and North Upper Street, said point being 14.5 feet north of the curb line of Main Street and 12.3 feet west of the curb line of North Upper Street; thence along the north sidewalk line of West Main Street, N 45 deg. 00 min. W 181 feet to the east sidewalk line of Cheapside Park; thence along the east sidewalk line of Cheapside Park, N 44 deg. 34 min. E 214.61 feet to the south sidewalk line of West Short Street; thence along the south sidewalk line of West Short Street, S 44 deg. 56 min. E 183.5 feet to the west sidewalk line of North Upper Street; thence along the west sidewalk line of North Upper Street, S 45 deg. 14 min. W 214.4 feet to the beginning, and being a portion of the property of Fayette County surrounding and including the Court House Building; and,

Being the same property conveyed to Lexington-Fayette Urban County Government Public Facilities Corporation, a Kentucky non-profit corporation and an agency and instrumentality of the Lexington-Fayette Urban County Government, by Quitclaim deed dated December 7, 1982, of record in Deed Book 1305, Page 215, in the Fayette County Clerk's Office.

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: MELISSA STELTER ,dc

201606160164

June 16, 2016

11:41:45 AM

Fees	\$20.00	Tax	\$.00
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Total Paid	\$20.00
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5 Pages

224 - 228