

COMMERCIAL MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS

(Leasehold Mortgage)

KNOW ALL MEN BY THESE PRESENTS: That **HOPE CENTER, INC.**, a Kentucky nonprofit corporation, with an address at 360 W. Loudon Avenue, Lexington, Fayette County, Kentucky 40508 ("Mortgagor"), in consideration of the extension of credit by **CENTRAL BANK & TRUST CO.**, a Kentucky banking corporation, with a mailing address at 300 West Vine Street, Lexington, Fayette County, Kentucky 40507, ("Mortgagee"), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, mortgage, sell, and convey to Mortgagee as of _____, 2023 (the "Effective Date") all of its leasehold estate in and to the real property located in Fayette County, Kentucky, and described on the attached Exhibit A, which is incorporated by reference as if fully set forth herein, including but not limited to all rights and benefits of whatsoever nature derived or to be derived by Mortgagor under the Lease, as defined below, including but not limited to the right to exercise renewal options, purchase options, the right of first refusal, the right to give consents (the "Leased Property") created by that certain Lease dated February 20, 1992, as amended from time to time between Mortgagor f/k/a Community Kitchen/Horizon Center, Inc. and 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, as successor-in-interest to Lexington-Fayette Urban County Government, with an address of 200 E. Main Street, Lexington, Kentucky 40507, which lease is evidenced by a Memorandum of Lease recorded in _____ Book _____, Page _____ in the Office of the Fayette County Clerk, Kentucky (collectively, the "Lease") and all rights of Mortgagor in and to said Lease, and all the estate, title and interest of Mortgagor, either in law or equity of, in and to the said Leased Property and all improvements and fixtures thereon, together with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof.

1. **Grant.** This conveyance is made to secure: (i) the payment of the promissory note of Mortgagor of even date herewith payable to the order of Mortgagee in the original principal amount of \$5,000,000.00 (the "Note"), which Note has a maturity date of _____, 2033, and all extensions, renewals, reamortizations, modifications, and amendments thereof and thereto; and (ii) all additional indebtedness as set forth more

fully in Section 8, hereof and all advances or expenses of any kind made by Mortgage pursuant to the provisions of this Mortgage; and (iii) all advances or expenses of any kind made by Mortgagee pursuant to the provisions of any document executed in connection with the Note(s), whether now existing or hereafter arising (the foregoing collectively referred to as the "Indebtedness"). All references to the Note(s) will mean the Note(s), and any amendments, modifications, or restatements thereof or thereto from time to time.

2. **Representations, Warranties, and Covenants of Mortgagor.**

- 2.1 **Good Title.** Mortgagor represents and warrants to Mortgagee: that Mortgagor is the true and lawful owner of a valid leasehold estate in the Leased Property and Mortgagor has full power to convey the same; that the leasehold title so conveyed is clear, free and unencumbered, subject only to the Lease and easements and restrictions of record, real estate taxes, and assessments not yet due and payable and that Mortgagor will defend such leasehold estate against any claim or claims of all persons.
- 2.2 **Payment of Indebtedness.** Mortgagor agrees to pay when due and payable the Indebtedness and all taxes, rates, charge and assessments that may now or hereafter be levied, charged or assessed against the Leased Property, or any part thereof.
- 2.3 **Insurance.** Mortgagor shall keep any and all improvements now existing or hereafter located on the Leased Property insured with responsible insurance companies against loss or damage by fire, windstorm and other hazards which are commonly insured against in an extended coverage endorsement in an amount equal to not less than 90% of the insurable value thereof on a replacement cost basis and also maintain public liability insurance with respect to the Leased Property in a reasonable amount, and pay promptly, when due, any and all premiums for such insurance. All certificates of insurance and renewals thereof shall be delivered to Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. In the event of loss, Mortgagor shall give immediate written notice sent postage prepaid by certified mail, return receipt requested, to Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is authorized and directed to make payment for such loss directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly. All or any part of the insurance proceeds may, at the option of Mortgagee, be applied by Mortgagee either to the reduction of the Indebtedness secured hereby, or the restoration of the Leased Property. In the event of foreclosure of this Mortgage, or other transfer of title to the Leased Property in extinguishment of the Indebtedness secured hereby, then all right, title and interest of Mortgagor in and to any insurance policies then in force and the proceeds thereof shall pass to the Mortgagee to the extent of the sums secured by this Mortgage immediately prior to any such transfer. Unless Mortgagor and

Mortgagee otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due or to become due under the Note(s).

- 2.4 **No Waste; Repairs.** Mortgagor agrees to keep the Leased Property in good condition and repair and to comply with all laws, ordinances, and regulations of all public authorities relating to the Leased Property and to not suffer any waste to be committed thereon and to not remove, demolish or alter any buildings thereon or any other mortgaged property situated therein without the consent of Mortgagee.
- 2.5 **Protection of Mortgagee's Security.** If Mortgagor fails to perform Mortgagor's obligations under the Lease or this Mortgage, Mortgagee may perform the same including making repairs to the Leased Property, for its own protection, the costs and expenses thereof, with interest at the highest rate permitted by law, to be repaid by Mortgagor to Mortgagee on demand; and that if Mortgagor should be in default of such repayment, the amount of such advances, with interest, will become a lien upon the Leased Property, secured by this Mortgage.
- 2.6 **Transfer of Leased Property.** Mortgagor agrees not to further mortgage, sell or convey grant a deed of trust, pledge, grant a security interest in, contract to do any of the foregoing, execute a land contract or installment sales contract, enter into a lease with option to purchase or otherwise dispose of, further encumber or suffer the encumbrance of, whether by operation of law or otherwise, any or all of their interest in the Leased Property.
- 2.7 **Attorney's Fees.** In the event of any suit or legal proceeding wherein Mortgagee will be made a party thereto by reason of this Mortgage, all costs and expenses, and the reasonable fees and charges of all attorneys in such suit or proceeding, will be a further lien and charge upon the Leased Property and all such costs and expenses will become additional indebtedness secured hereby.
- 2.8 **Other Liens.** No other mortgage, lien or equity position, other than this Mortgage, whether superior or inferior to the lien of this Mortgage, shall be placed or allowed to exist on the Leased Property without the prior written approval of Mortgagee.
- 2.9 **Compliance with Lease.** Mortgagor shall (a) pay or cause to be paid all rents and additional sums payable under the Lease as and when the same shall become due and payable, (b) keep, observe and perform, or cause to be kept, observed and performed, all of the terms, covenants, and conditions of the Lease on the part of Mortgagor thereunder to be kept, observed, and performed, (c) do all things necessary to keep unimpaired Mortgagor's rights in and to the Lease, (d) not commit or permit to be committed or to incur any event of default under the

Lease, (e) not modify, amend, supplement, or terminate the Lease without first having obtained the prior written consent of Mortgagee, (f) not release the lessor under the Lease from any obligations, covenants, conditions, and agreements by the lessor thereunder, and (g) upon receiving any notice of default from the lessor under the Lease immediately notify Mortgagee of same and forward to Mortgagee a copy of any written notice of same.

2.10 Lease Terms. That Mortgagor will not amend, modify, release, surrender, or terminate the Lease, or waive any right or remedy of Mortgagor thereunder and, in the event of the bankruptcy of Lessor under the Lease, Mortgagor will not without Mortgagee's prior written consent, elect to treat the Lease as terminated under the Bankruptcy Code. Any such election made without Mortgagee's prior written consent will be void. Mortgagor will not subordinate or consent to the subordination of the Lease to any mortgage, lien, or encumbrance on the interest of the Lessor, without, in each such instance, the prior written consent of Mortgagee. Mortgagor will not permit the fee title to the real property covered by the Lease to merge with the Leased Property but will keep such estates separate and distinct notwithstanding the union of such estates in Lessor, Mortgagor or a third party, by purchase or otherwise, and in the case Mortgagor acquires the fee title or any other estate in the real property covered by the Lease, this Mortgage will attach to and be a lien upon such fee title or other estate so acquired without further assignment, mortgage or conveyance by Mortgagor. If the Lease is terminated due to the default of Mortgagor thereunder and if Mortgagee or its assignee acquires from Lessor a new lease of the Leased Property, Mortgagor will have no right, title or interest in or to such new lease or the leasehold estate created thereby.

3. **Events of Default; Rights after Mortgagor's Default.** Upon the occurrence of any of the following (herein referred to as an "Event of Default"): (i) any Event of Default (as defined in any of the documents evidencing the Indebtedness), (ii) any default under any of such documents that do not have a defined set of "Events of Default", (iii) any representation or warranty made by Mortgagor to Mortgagee in this Mortgage is false or erroneous in any material respect, or (iv) the failure of Mortgagor to observe or perform any covenant or other agreement with Mortgagee under this Mortgage, Mortgagee may exercise any one or more of the rights and remedies granted pursuant to this Mortgage or given to a secured party under applicable law, as it may be amended from time to time, including but not limited to the right, in person, by agent or by a court-appointed receiver, at the option of Mortgagee, (a) to enter upon the Leased Property and to take over and assume the management, operation and maintenance of the Leased Property, (b) to expend such amounts as, in the sole discretion of Mortgagee, may be necessary in connection therewith, and (c) to effect new leases, to cancel or surrender existing Leases, as such term is defined below, to alter or amend the terms, covenants and conditions of existing Leases, to renew existing Leases, to make concessions to tenants or to otherwise

deal with the tenants and the Leased Property to the same extent as Mortgagor heretofore could do. In the event Mortgagee elects to seek the appointment of a receiver for the Leased Property upon the occurrence of an Event of Default hereunder, Mortgagor expressly consents to the appointment of such receiver, who will be entitled to a reasonable fee for so managing the Leased Property. Mortgagor releases any and all claims against Mortgagee arising out of such management, operation and maintenance of the Leased Property, whether such claims are made directly by Mortgagor, by anyone claiming under or through Mortgagor or by any other person or entity claiming an interest in the Leased Property. Mortgagor will indemnify and hold harmless Mortgagee, its officers, directors, employees, attorneys and agents, from and against any and all liability, loss, damage or expense (including attorneys' fees, costs and expenses) which it may or might incur under or by reason of this Mortgage or actions taken pursuant thereto, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Mortgagee directly or indirectly related to the Leased Property or arising out of the Leases. Should Mortgagee incur any such liability, loss, damage or expense, the amount thereof (including attorneys' fees) with interest thereon at the rate set forth in the Note(s), will be payable by Mortgagor immediately without demand, and will be secured hereby and by the Mortgage. Mortgagor will pay the reasonable attorneys' fees and expenses incurred by Mortgagee hereunder or in connection herewith, whether or not an Event of Default has occurred or been declared, to the extent such attorneys' fees and expenses are actually paid or agreed to be paid by Mortgagee. Mortgagee is authorized by Mortgagor to deduct such attorneys' fees and expenses from the Rents, as such term is defined below, collected hereunder by Mortgagee.

4. **Environmental Matters.** Mortgagor represents and warrants to Mortgagee that it has no actual knowledge (a) of the presence of any Hazardous Substances (as herein defined) on the Leased Property; (b) of any spills, releases, discharges, or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Leased Property; (c) of any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are occurring off the Leased Property as a result of any construction on or operation and use of the Leased Property, or (d) of any failure of the Mortgagor to comply with all applicable local, state and federal environmental laws, regulations, ordinances and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport or disposal of any Hazardous Substances. Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings, costs and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly from, or out of, or in any way connected with (a) the presence of any Hazardous Substances on the Leased Property; (b) any violation or alleged violation of any local, state or federal environmental law, regulation, ordinance or administrative or judicial order relating to Hazardous Substances on the Leased Property, whether attributable to events occurring before or after Mortgagor's acquisition of the Leased Property; or (c) any inaccuracy in the representations and warranties

contained in this section. Notwithstanding anything to the contrary herein, in the event that the Mortgagee, its successors or assigns, purchases the Leased Property through foreclosure on its liens securing the Indebtedness, or purchases the Leased Property at a trustee's, judicial or other sale, or is a mortgagee in possession, or otherwise comes into possession of the Leased Property by virtue of its mortgage lien, or the Leased Property is under the control of a receiver, then the indemnifications and representations made in this section shall survive any termination or expiration of this Mortgage, it being understood that the representations and warranties made in this section are independent of the Indebtedness secured by this Mortgage. As used in this section, "Hazardous Substances" shall mean: Any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic substance, or other similar term, by any federal, state or local environmental statute, regulation, order or ordinance presently in effect, including, without limitation, asbestos in friable form and petroleum products, as well as any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic substance, or other similar term, by any future amendment to any existing federal, state or local environmental statute, regulation, order or ordinance that may be enacted or promulgated in the future as such statutes, regulations, orders and/or ordinances may be amended from time to time.

5. **Assignment of Leases.** Mortgagor hereby sells, assigns, transfers and sets over unto Mortgagee any subleases ("Subleases") for all or any part of the Leased Property, whether now existing or hereafter made, and all of the earnings, revenue, income, rents, issues and profits from the Leased Property, including, without limitation, the rents from the Subleases (the "Rents"). It is a condition of this Mortgage, however, that as long as Mortgagor is not in default in the payment of any Indebtedness or the performance of any obligation secured hereby, then Mortgagor shall have the right to collect all of the Rents from the Leased Property; **provided, however,** that upon the happening of any such default Mortgagee may, at its option, receive and collect the Rents as provided hereinafter and exercise such other rights as are granted hereinafter.

6. **Bankruptcy of Lessor.**

- 6.1 If, pursuant to the Bankruptcy Code, 11 U.S.C. § 101, et seq. (the "Bankruptcy Code"), Mortgagor seeks to offset against the rent reserved in the Lease the amount of any damages caused by the non-performance by the lessor under the Lease (the "Lessor") of any of Lessor's obligations under the Lease after the rejection by Lessor of the Lease under the Bankruptcy Code, Mortgagor will, prior to effecting such offset, notify Mortgagee of its intent so to do, setting forth the amounts proposed to be so offset and the basis therefor. Mortgagee will have the right to object to all or any part of such offset, and, in the event of such objection, Mortgagor will not effect any offset of the amounts so objected to by Mortgagee. If Mortgagee has failed to object as aforesaid within 10 days after notice from Mortgagor in accordance with the provisions hereof, Mortgagor may proceed to effect such offset in the amounts set forth in Mortgagor's notice.

Neither Mortgagee's failure to object as aforesaid nor any objection or other communication between Mortgagee and Mortgagor relating to such offset will constitute an approval of any such offset by Mortgagee. Mortgagor will indemnify and save Mortgagee harmless from and against any and all claims, demands, actions, suits, proceedings, damages, losses, costs and expenses of every nature whatsoever (including, without limitation, reasonable attorneys' fees) arising from or relating to any offset by Mortgagor against the Rents reserved in the Lease.

- 6.2** If any action, proceeding, motion or notice is commenced or filed in respect of Mortgagor or the leasehold estate in connection with any case under the Bankruptcy Code, Mortgagee will have the option, to the exclusion of Mortgagor, exercisable upon notice from Mortgagee to Mortgagor, to conduct and control any such litigation with counsel of Mortgagee's choice. Mortgagee may proceed in its own name or in the name of Mortgagor in connection with any such litigation, and Mortgagor agrees to execute any and all powers, authorizations, consents and other documents required by Mortgagee in connection therewith. Mortgagor will, upon demand, pay to Mortgagee all costs and expenses (including reasonable attorneys' fees) paid or incurred by Mortgagee in connection with the prosecution or conduct of any such proceedings. Any such costs or expenses not paid by Mortgagor as aforesaid will be secured by the lien of this Mortgage and will be added to the principal amount of the Indebtedness secured hereby. Mortgagor will not commence any action, suit, proceeding, or case, or file any application or make any motion, in respect of the Lease in any such case under the Bankruptcy Code without the prior written consent of Mortgagee.
- 6.3** Mortgagor will promptly, after obtaining knowledge thereof, notify Mortgagee of any filing by or against Lessor of a petition under the Bankruptcy Code. Such notice will set forth any information available to Mortgagor including, but not limited to, the date of such filing, the court in which such petition was filed, and the relief sought therein. Mortgagor promptly will deliver to Mortgagee following receipt copies of any and all notices, summonses, pleadings, applications, and other documents received by Mortgagor in connection with any such petition and any proceedings relating thereto.
- 6.4** Mortgagor hereby unconditionally assigns, transfers, and sets over to Mortgagee all of Mortgagor's claims and rights to the payment of damages arising from any rejection by Lessor of the Lease under the Bankruptcy Code. Mortgagee will have the right to proceed in its own name or in the name of Mortgagor in respect of any claim, suit, action or proceeding relating to the rejection of the Lease, including, without limitation, the right to file and prosecute, to the exclusion of Mortgagor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of Lessor under the Bankruptcy Code. This assignment constitutes a present, irrevocable and unconditional assignment

of the foregoing claims, rights and remedies, and will continue in effect until all of the Indebtedness and obligations secured by this Mortgage will have been satisfied and discharged in full. Any amounts received by Mortgagee as damages arising out of the rejection of the Lease as aforesaid will be applied first to all costs and expenses of Mortgagee (including, without limitation, reasonable attorneys' fees) incurred in connection with the exercise of any of its rights or remedies under this Section and then in accordance with the other provisions of this Mortgage.

7. General.

- 7.1 Survival.** The terms, covenants, and conditions of this Mortgage will remain in full force and effect as long as all or any part of the Indebtedness remains unpaid.
- 7.2 Benefit and Binding Effect.** This Mortgage will be binding upon and inure to the benefit of Mortgagor and Mortgagee and their respective heirs, administrators, successors and assigns; provided, however, that Mortgagor may not assign, delegate, or transfer its obligations under this Mortgage in whole or in part without the prior written consent of Mortgagee, and Mortgagee at any time may assign or transfer this Mortgage in whole or in part. Any purported assignment, delegation, or transfer in violation of this Section is void.
- 7.3 Definitions.** "Mortgagor" will mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the Leased Property. "Tenant" will include its successors and assigns.
- 7.4 Waiver of Homestead.** Mortgagor hereby waives all rights of homestead exemption in the Leased Property.
- 7.5 Governing Law.** This Mortgage has been delivered and accepted at and will be deemed to have been made at Lexington, Kentucky and will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the Commonwealth of Kentucky, excluding its conflict of laws rules, and will include all matters arising out of or relating to this Mortgage, including without limitation claims as to its validity, interpretation, construction, performance, and all claims sounding in tort, and will include all matters arising out of or relating to this Mortgage, including without limitation claims as to its validity, interpretation, construction, performance, and all claims sounding in tort.
- 7.6 Jurisdiction.** *Mortgagor hereby irrevocably agrees and submits to the exclusive jurisdiction of any state or federal court located within Fayette County, Kentucky, or, at the option of Mortgagee in its sole discretion, of any state or federal court(s) located within any other county, state or jurisdiction in which Mortgagee at any time or from time to time chooses in its sole discretion to*

bring an action or otherwise exercise a right or remedy, and Mortgagor waives any objection based on forum non conveniens and any objection to venue of any such action or proceeding.

- 7.7 **Waiver of Jury Trial.** *The parties hereto each waive any right to trial by jury in any action or proceeding relating to this Mortgage, or any actual or proposed transaction or other matter contemplated in or relating to any of the foregoing.*

Mortgagor acknowledges that Mortgagor has read and understood all the provisions of this Mortgage, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

8. **Additional Indebtedness.** This Mortgage shall secure any additional Indebtedness, not to exceed the amount of Six Million One Hundred Twenty-Five Thousand and 00/100 Dollars (\$6,125,000.00), in addition to and over and above the original principal amount of the Note, which Mortgagor, or any one of them, may owe to Mortgagee, whether direct, indirect, existing, future, contingent or otherwise and whether arising under this Mortgage or otherwise. Notwithstanding any of the foregoing to the contrary, to the extent that any improvements on the Property were located in a zone requiring that Mortgagor provide evidence of flood insurance at the time of the extension of the original Indebtedness, or, at the time of the extension of any additional indebtedness are located in a zone requiring Mortgagor to provide evidence of flood insurance, then this Mortgage will secure only the amount of the Indebtedness (not including any additional Indebtedness pursuant to this Section), unless Mortgagee concludes that Mortgagor had no obligation to procure additional flood insurance.
9. **Line of Credit or Revolving Credit Plan.** The parties hereto intend that this Mortgage secure a line of credit or revolving credit plan, within the meaning of KRS 382.385. The maximum principal amount of credit which may be extended under the line of credit or the maximum credit limit of the revolving credit plan which, in each case, may be outstanding at any time or times, and which is secured by this Mortgage, is a sum equal to the face amount of the Revolving Note.
10. **Construction Loan.** This Mortgage is made for the purpose of erecting, improving or adding to a building on the Leased Property, all as prescribed by KRS 376.050(1). It is further agreed that, in the event that the construction located on the Leased Property should cease or progress of the construction be so slow that for all intents and purposes the construction may be said to have ceased, the determination of whether or not construction has ceased being entirely with Mortgagee, then Mortgagee may, at its option, as an alternative remedy, enter into and upon the Leased Property and complete the construction, as Mortgagor gives Mortgagee full power and authority to make such entry, and to enter into such contracts or arrangements as may be necessary to complete the construction. The moneys expended by Mortgagee in connection with such completion of construction shall be (a) added to the principal of the Note, (b) secured by this

Mortgage, and (c) payable by Mortgagor on demand, with interest thereon at the rate specified in the Note, with every interest, right, lien and security held by Mortgagee continued in full force and effect.

[Signatures on the Following Pages]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the Effective Date, including Exhibit A attached hereto and incorporated herein by reference.

MORTGAGOR:

HOPE CENTER, INC.

By: _____

Name: Rufus Friday

Title: Executive Director

STATE OF _____

COUNTY OF _____

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Rufus Friday, known to me or proven by satisfactory evidence to be the Executive Director of Hope Center, Inc., a Kentucky nonprofit corporation, who executed and acknowledged the foregoing instrument as his/her free act and deed and the free act and deed of such corporation.

IN WITNESS WHEREOF, I have set my hand and seal this ___ day of _____, 2023.

SEAL

NOTARY PUBLIC, State-at-Large

My commission expires: _____

Notary ID: _____

ACKNOWLEDGMENT OF LESSOR

Effective as of _____, 2023, the undersigned hereby (i) acknowledges notification of the foregoing Mortgage and a receipt of a copy of the foregoing Mortgage; (ii) acknowledges that said Mortgage is in a form satisfactory to it; (iii) consents to the Mortgage; (iv) agrees to give Mortgagee written notice of any default by Mortgagor under the Lease and an opportunity to cure any such default at Mortgagee's option; (v) represents that said Mortgage will be honored by it (provided, however, that the undersigned has no general obligation for the payment of any obligations of Mortgagor to Mortgagee); (vi) represents that it has received no notice of and has no knowledge of, any other assignment or mortgage of any or all of the Leased Property; and (vii) agrees that, notwithstanding any provision to the contrary in the Lease, that upon the occurrence of an Event of Default (as defined in the Mortgage), Mortgagee may at its option cure any defaults under the Lease, and assume the Lease, and become the lessee thereunder or, at the election of Mortgagee, and with the consent of the undersigned or its successors or assigns, which consent will not be unreasonably withheld, Mortgagee may assign its rights hereunder and cause another to become the lessee under the Lease and assume all obligations thereunder.

[Signature on the Following Page]

IN WITNESS WHEREOF, Lessor has executed this Mortgage as of the Effective Date, including Exhibit A attached hereto and incorporated herein by reference.

LESSOR:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT PUBLIC
FACILITIES CORPORATION**

By: _____
Name: Linda Gorton
Title: President

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Linda Gorton, known to me or proven by satisfactory evidence to be the President of the 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, an urban county government of the Commonwealth of Kentucky, who executed and acknowledged the foregoing instrument as her free act and deed and the free act and deed of such corporation.

IN WITNESS WHEREOF, I have set my hand and seal this ___ day of _____,
2023.

SEAL

NOTARY PUBLIC, State-at-Large
My commission expires: _____
Notary ID: _____

This instrument was prepared by:

Jana E. Syrcle, Esq.
Frost Brown Todd LLP
2800 Lexington Financial Center
Lexington, Kentucky 40507
(859) 231-0000

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY