

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into as of the ____ day of _____, 2026 by and among the following parties: Triangle Foundation, Inc., a Kentucky nonprofit corporation (“Foundation”); Friends Towards Freedom, Inc., a Kentucky nonprofit corporation (“FTFI,” formerly referred to as “Lexington Freedom Train Committee); and Lexington Fayette Urban County Government (“LFUCG”), collectively the “Parties.” For purposes of this document, references to FTFI shall include the Lexington Freedom Train Committee as if they are and have been one and the same.

RECITALS:

A. Lewis and Harriett Hayden (“Haydens”) were enslaved Lexingtonians who escaped to freedom along the “Underground Railroad” in 1844. They left the United States for Canada but soon returned to Boston where they have been recognized as leaders of the abolitionist movement, for example, by their home being placed on the listing of National Historic Sites by the U.S. Government.

B. FTFI raised sufficient funds to commission a statue (“Towards Freedom”) honoring the Haydens. The statue is erected on land owned by LFUCG at the corner of North Limestone and East Fourth Street in Lexington, Kentucky. Surrounding the statue, the Parties wish to build a small plaza or park, to be named Friends Towards Freedom Park (the “Plaza”).

C. LexArts, Inc. (“LexArts”) has served as fiscal sponsor for FTFI, holding donations that have funded its activities to date. LexArts holds title to the statue and holds funds for FTFI. LexArts will transfer ownership of the statue to Foundation no later than completion of the Plaza’s

construction, and it will transfer funds it holds for FTFI to Foundation at the time physical work begins on the Plaza's construction.

D. FTFI retained TSW Design Group ("TSW") to develop plans for the Plaza as its landscape architect and planner. The design is complete, except for changes that are approved by FTFI. Further, FTFI has been in discussions with LFUCG, Foundation, and Fayette County Public Schools ("FCPS") to build the Plaza and has raised sufficient funds to proceed with construction. FTFI has assured Foundation it will raise the funds needed to complete the Plaza's construction.

E. Foundation has agreed to engage a contractor to build the Plaza and enter into mutually suitable agreements with the contractor, LFUCG, and FTFI to assure the Plaza's future. LFUCG is working with FCPS to obtain the necessary remaining land at the statue's location.

NOW, THEREFORE, the Parties wish to enter into this Memorandum of Understanding ("MOU") to set forth their understandings relative to the terms and conditions necessary to move forward with construction of the Plaza. Those understandings and obligations are as follows:

1. FTFI will instruct TSW to transfer the Plaza's plans and any other documents or other materials to Foundation in order to facilitate the Plaza's build.
2. LFUCG, Foundation and FTFI will collaborate with FCPS for the transfer of a small (approximately 1,168 square feet), but necessary, portion of Lexington Middle School land around the statue to LFUCG for the new desired Plaza (land not previously sold to LFUCG upon the statue's initial installation).
3. Foundation will engage a general contractor for construction of the Plaza.
4. Foundation and FTFI will agree on a construction plan and budget, in consultation with TSW as deemed necessary. Upon agreement, the transfer of funds necessary to start and ultimately fund the Plaza's complete construction will be transferred from FTFI funds at LexArts to

Foundation and raise additional funds, if necessary, to complete the Plaza's construction. Foundation will advise and consult with FTFI if additional funds are required for construction beyond the customary contingency embedded in the construction contract. In order to mitigate construction delays, such funds shall be promptly transferred to Foundation.

5. During the course of construction, if situations are encountered that materially affect the plans for the Plaza as of the commencement of construction, Foundation and FTFI will timely meet and agree to a resolution in order to not slow the schedule of construction.

6. When construction of the Plaza has been completed, the Plaza's land and land improvements (which shall not include the statue) shall remain owned by LFUCG and the statue shall be owned by Foundation.

7. When construction of the Plaza has been completed, the Plaza's land and land improvements (which shall not include the statue) shall be leased from LFUCG to Foundation for \$1.00 per year.

8. Upon completion of the Plaza, Foundation will receive confirmation in writing from LFUCG (or its Division of Parks and Recreation) that it is LFUCG's responsibility to provide the customary maintenance of the Plaza's grounds that is appropriate to the season of the year. As with other Foundation Parks and Plazas within Lexington, Foundation will engage LFUCG or other service providers to perform additional maintenance on the Plaza as may be necessary to meet a standard consistent with that of other Lexington parks and plazas with which Foundation is involved. In addition, Foundation will maintain the Plaza's statue and include the Plaza within the Foundation's umbrella insurance coverage. A \$20,000 maintenance fee was paid by FTFI to LFUCG in connection with the placement of the statue in 2025. FTFI and Foundation will work together to see that these funds are transferred to Foundation to be used for the statue's

maintenance. If they are not transferred, FTFI will guarantee that the same \$20,000 is provided to Foundation for its use in maintaining the statue. No other maintenance funds will be required of FTFI by Foundation or LFUCG.

9. The Plaza is intended to be a permanent improvement to Lexington in its current location. However, in the event that future conditions create the potential need for LFUCG to make material changes to the Plaza, or, especially, to consider relocation of its statue, LFUCG and Foundation will agree to notify FTFI or its successor(s) to mutually determine a resolution to the situation within sixty days of first notice. Such resolution is to be pursued consistent with the spirit of the original founding of FTFI's predecessor Committee, the funding of the statue and the Plaza, and its historical significance and specific location in Lexington, Kentucky.

10. After completion of the Plaza's construction, Foundation will have the right to withdraw from its involvement with the Plaza upon sixty days' notice. If it withdraws, it must promptly transfer ownership of the statue to FTFI and remit to FTFI any unspent balance of funds held for maintenance on the statue or other unspent funds, if any, it holds for purposes directly relating to the Plaza. Foundation has no intention to withdraw from its involvement with the Plaza, but reasons such as the following examples may cause it to withdraw: (1) the expectation that the Plaza will exist for an indefinitely long period, perhaps longer than Foundation may wish to continue to exist; (2) the unlikely event that the maintenance of the Plaza or statue (or both) becomes much more expensive than expected and becomes a drain on Foundation's financial resources; and (3) continuing its involvement becomes untenable due to governmental interference or civil unrest.

11. LFUCG and Foundation will agree that use of the Plaza shall be forever free and open to the public with reasonable restrictions as to times and periods of operation.

12. The Parties agree and understand that FTFI exists independently from Foundation. Upon completion of the Plaza build, FTFI will pursue its mission of educating students, citizens, and visitors about the history of the Underground Railroad, the Haydens' roles, and those roles of Lexingtonians during their period of history. Neither Foundation nor LFUCG are expected to fund FTFI's educational activities in the future.

13. This MOU does not represent or constitute an agreement, understanding, commitment, or obligation with respect to any terms, nor does it create a commitment or obligation on the part of any party to establish a binding agreement. There is no agreement arrangement, understanding, commitment, or obligation between the Parties regarding any transaction until or unless a binding agreement(s) has been fully signed to that effect. Agreements anticipated to be created are:

- a. An agreement stipulating the relationship and expectations between FTFI and Foundation,
- b. A construction agreement between Foundation and its Plaza build contractor,
- c. A management agreement between Foundation and LFUCG/Parks and Recreation,
- d. An agreement amongst FTFI, LexArts, and Foundation stipulating the obligations of all parties until FTFI becomes an independent 501(c)3 entity, and
- e. Such other agreements or amongst these or other parties as are necessary to timely build Friends Towards Freedom Plaza.

F. **Governing Law** – This MOU shall be governed and interpreted and construed, covenanted, enforced and performed in accordance with the laws of the State of Kentucky, without regard to conflicts of law principles.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the Parties have caused this MOU to be fully signed by their
duly authorized representatives.

Triangle Foundation, Inc.:

By/its duly authorized representative

Friends Towards Freedom, Inc.:

By/Mark S. Watkins, President

Lexington Fayette Urban County Government:

By/ Mayor Linda Gorton