

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement ("Agreement") is entered into by and between the COMMONWEALTH OF KENTUCKY, for the use and benefit of the UNIVERSITY OF KENTUCKY, acting by and through the Board of Trustees of the University of Kentucky ("Landlord" or "University") with a mailing address of 1500 Bull Lea Road, Suite 100, Lexington, Kentucky 40511 and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government pursuant to KRS 67A ("Tenant" or "LFUCG"), with a mailing address of 200 East Main Street, Lexington, Kentucky 40509.

WHEREAS, the parties entered into a Ground Lease dated July 1, 2007, which was amended by that certain First Amendment to Ground Lease dated August 20, 2008, copies of which are attached hereto as Exhibits "A" and "B" respectively, and incorporated herein by reference (collectively referred to hereinafter as the "Lease"), under which Landlord leased to Tenant certain real property located at Coldstream Research Campus; and

WHEREAS, LFUCG no longer desires to use the Premises included in the Lease and Landlord is willing to take the Premises back in order to further market them for productive use; and

WHEREAS, LFUCG made a lump sum payment of \$815,850.00 to Landlord for use of the Premises under the Lease, and the parties acknowledge that the Premises may be of more value at this time.

NOW, THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Termination.** The parties agree that in lieu of the original expiration date in the Lease, the Lease shall terminate on March 1, 2014 ("Termination Date"). Prior to the Termination Date, LFUCG shall quit the Premises and surrender and return the Premises to Landlord, "as is".

2. **Fee.** In consideration for the remaining value of the Premises to LFUCG under the Lease and its future marketability, LFUCG and University agree that University shall pay to LFUCG a fee of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00). This payment shall be made to LFUCG within five (5) business days of the Termination Date.

3. **Mutual Release.** Upon the parties satisfying their respective obligations set forth in this Agreement, Landlord releases, discharges and waives any claims known or unknown, against Tenant, its successor, assigns, officers or directors, arising out of or in any way connected with the Lease through the date hereof, and Tenant releases, discharges and waives any claims, known or unknown, against the Landlord, its successors, assigns, officers or directors, arising out of or in anyway connected with the Lease through the date hereof.

4. **Binding upon Successors and Assigns.** This Agreement shall be for the benefit of and be binding upon, the parties hereto and their respective successors and assigns.

5. **Final Agreement.** This Agreement shall constitute the final agreement and understanding of the parties on the subject matter hereof. This Agreement may be modified only by a further writing signed by the parties.

6. **Kentucky Law; Illegality.** This Agreement shall be governed by the laws of the Commonwealth of Kentucky. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

7. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the 28th day of February, 2014.

LANDLORD:

COMMONWEALTH OF KENTUCKY,
UNIVERSITY OF KENTUCKY

By: Eli I. Capilouto
Eli I. Capilouto

Title: President

TENANT:

EXAMINED FOR FORM & LEGALITY
OFFICE OF LEGAL COUNSEL
UNIVERSITY OF KENTUCKY
BY: [Signature]
ATTORNEY AT LAW

TENANT:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

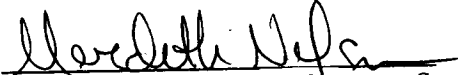
By: _____

Jim Gray

Title: Mayor

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ATTEST:


Clerk of the Urban County Council
Meredith Nelson