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*Recd
1-18-83
Roberts/Callahan
Attorneys*

THIS LEASE, made and entered into as of the 30th day of December, 1982, by and among [i] the State Property and Buildings Commission of the Commonwealth of Kentucky ("Owner"); [ii] the Finance and Administration Cabinet of the Commonwealth of Kentucky ("Finance"); [iii] the Capital Plaza Authority, a public corporation and governmental agency of the Commonwealth of Kentucky ("CPA"); [iv] the Commerce Cabinet of the Commonwealth of Kentucky ("Commerce"); and [v] Wilkinson Hotels, Ltd., a Kentucky limited partnership ("Wilkinson").

W I T N E S S E T H:

WHEREAS, Owner has entered into a lease ("Master Lease") dated as of July 1, 1967 demising to Finance approximately 25 acres commonly known as Capital Plaza, Frankfort, Kentucky ("Capital Plaza"); and

WHEREAS, Finance has entered into a sublease ("Sublease") dated as of the 1st day of July, 1967, demising to CPA a portion of the Capital Plaza property; and

WHEREAS, CPA has entered into or will enter into a sub-sublease ("Sub-Sublease") demising to Commerce a portion of the property which CPA had subleased from Finance; and

WHEREAS, the aforesaid governmental authorities, agencies and departments desire to further demise certain property to Wilkinson for the construction and operation of a hotel thereon;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

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DEFINITIONS

For the purposes of this Lease, the following terms shall have the following meanings (other terms are defined in the body of this Lease):

A. "Air Lot" means the air space above the Ground Lot demised to Wilkinson Hotel Enterprises, Inc. ("WHE") pursuant to a separate agreement for future construction of condominiums, together with all easements affecting or inuring to the benefit of such air space and appurtenances, whether created herein or in another instrument.

B. "Building" means the improvements to be constructed on the Land described in Exhibit A including the Hotel Building, the Conference Center and, if constructed, the Condominium Building all as shown in the Plans and Specifications, and all replacements or substitutions therefor and alterations thereto.

C. "Building," "Condominium Building," "Conference Center," and "Hotel Building," shall have the meanings given them in this Section, but following completion of construction of the Building, if there is any deviation from the respective Plans and Specifications, the location of the same in the Building as actually constructed shall govern and all of the above terms shall be interpreted accordingly.

D. "Commencement Date" means the Commencement Date as defined in Section 3.2 hereof.

E. "Condominium Building" means the improvements which may be constructed in the Air Lot by WHE.

F. "Conference Center" means that portion of the Building (including meeting rooms, lobby and pool) to be constructed by Commerce financed primarily through a \$3,000,000 bond issue as shown on the Conference Center Plans and Specifications.

G. "Conference Center Plans and Specifications" means the plans and specifications for construction of the Conference Center, being those particular sheets, listed on Exhibit B attached hereto and made a part hereof, which pertain to the Conference Center, and as are incorporated as part of the "contract documents" in that certain Stipulated Sum Agreement dated December __, 1982, for construction of the Building between Wilkinson and Jones, Vance & Steineman Construction Company; as the same may be modified with the mutual consent of Tenant and Finance as agent for the Landlord.

H. "Easements" means the easements shown on Exhibit C attached hereto and made a part hereof, on which certain (but not all) of the easements granted to Wilkinson through the Landlord's Property are shown.

I. "Gross Revenue" shall have the meaning set forth on Exhibit G attached hereto and made a part hereof.

J. "Ground Lot" shall mean that portion of the Land lying beneath the Air Lot and in which the Hotel Building is located.

K. "Hotel Building" means the improvements to be constructed by Wilkinson on the Ground Lot pursuant to Hotel Plans and Specifications.

L. "Hotel Plans and Specifications" means the plans and specifications for construction of the Hotel Building, being those

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particular Sheets of the Final Construction Drawings for Capital Plaza Hotel listed on Exhibit D attached hereto and made a part hereof, which pertain to the Hotel Building, and as are incorporated as part of the "contract documents" in the aforesaid Stipulated Sum Agreement; as the same may be modified with the mutual consent of Tenant and Finance as agent for the Landlord.

H. "Land" means that certain parcel of real property consisting of approximately _____ acres located in Capital Plaza, City of Frankfort, Franklin County, Kentucky, and more particularly described on Exhibit A attached hereto and made a part hereof on which the Building is to be constructed.

N. "Landlord" as used in this document means Owner, Finance, CFA and Commerce individually and collectively together with their respective successors and assigns.

O. "Landlord's Property" shall mean the Conference Center, Parking Garage and all areas of Capital Plaza except for the Hotel Building.

P. "Leasehold Mortgagee" means the holder of any mortgage or indenture which is a lien or charge against Wilkinson's leasehold estate.

Q. "Net Cash Flow" shall mean the net income (as determined in accordance with generally accepted accounting principles consistently applied) of the Hotel Building plus depreciation and amortization but less the following (if not previously subtracted in arriving at net income):

[i] reserves for capital replacements not to exceed 2% of Gross Revenue;

[ii] for each of the first twenty (20) years following the Commencement Date, the sum of \$840,000;

[iii] \$100,000 annual fee for guarantees to secure the \$7,000,000 bond issue;

[iv] for each of the first ten (10) years following the Commencement Date, the sum of \$60,000;

[v] a preferred return on \$1,100,000 in equity of 6% or \$66,000; and

[vi] (if applicable) the actual cost to Tenant in fulfilling Landlord's obligations to repair and/or maintain Landlord's Property or to furnish utilities to Tenant.

R. "Parking Garage" means the parking facility, generally described on Exhibit C attached hereto and made a part hereof, to be situated on the tract of real estate also described on Exhibit E attached hereto and made a part hereof, which is adjacent to the Land.

S. "Parking Spaces" means 150 designated and reserved parking spaces located adjacent to the Hotel Building in the Parking Garage as shown on Exhibit C attached hereto and made a part hereof.

T. "Premises" means the Ground Lot and the Hotel Building located therein as shown on the drawing attached as Exhibit E.

U. "Tenant" means Wilkinson and its successors and assigns.

V. "Unavoidable Delay" means delay due to strikes, lockouts, acts of God, inability to obtain labor, materials or energy, governmental restrictions, enemy action, civil commotion, riot, fire, unavoidable casualty or similar causes, provided such similar causes are beyond the control of the party claiming Unavoidable Delay and provided the other party hereto is given written notice within thirty (30) days of the

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commencement and termination of any such Unavoidable Delay by the party claiming the Unavoidable Delay.

ARTICLE 1

PREMISES AND TERMS

1.1 Landlord, for and in consideration of the rents, covenants and agreements hereinafter reserved, mentioned and contained on the part of Tenant to be paid, kept and performed, has demise and leased, and by these presents does hereby demise and lease, unto Tenant, and Tenant does hereby take and hire, upon and subject to the conditions hereinafter expressed, the Premises and the Parking Spaces. After construction of the Building has been substantially completed, the boundaries of the Conference Center, Hotel Building and Air Lot shall be finally determined by an "as-built" survey to be prepared by a registered engineer or surveyor, at the joint expense of Tenant and Landlord. The subdivision plat creating the Conference Center, Hotel Building and Air Lot shall also be appropriately modified to reflect such "as-built" survey and recorded in the Office of the Clerk of Franklin County, Kentucky. Landlord and Tenant shall, to the extent necessary, execute a modification of this Lease to set forth the actual boundaries in accordance with such survey and shall record the same in the Office of the Clerk of Franklin County, Kentucky. In the event of any discrepancy or conflict between the exhibits attached hereto and such "as-built" survey, the survey shall govern and prevail.

SUBJECT, HOWEVER, to the following:

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A. Restrictions and regulations of the applicable Planning and Zoning Commission, now in effect or hereafter adopted;

B. All present and future laws, ordinances, resolutions, regulations, and orders of all municipal, state, federal or other governmental bodies, boards, agencies or other authorities now or hereafter having jurisdiction of the Premises and the use and improvement thereof;

C. All ad valorem property taxes not yet due and payable;

D. All easements, restrictions, stipulations and covenants now of record affecting the Premises; and

E. The terms and provisions of the Master lease, Sublease and Sub-Sublease; provided, however, that so long as Tenant is not in default hereunder, its rights of use and enjoyment shall not be affected or terminated in any manner.

TO HAVE AND TO HOLD the Premises and Parking Spaces, together with the rights and easements granted in Article II hereof, unto Tenant, for the term hereinafter specified.

ARTICLE 2

EASEMENTS

2.1 Landlord hereby grants the following easements and rights to Tenant:

A. The right of ingress, egress and passageway in, over, through and across [i] Landlord's Property at the entranceways and access corridors as are shown on Exhibit C and otherwise as shall be necessary or desirable for entrance, exit and passageway to and from the

Premises, and (ii) the sidewalks and walkways located in, on or adjacent to the Premises, subject to the remaining provisions of this Lease;

B. The right of support and the right of user in respect of, and to maintain within, through, under and over Landlord's Property, the columns and other supports, footings and foundations which are necessary for the support of the Building, as shown on Exhibit C.

C. Easements in, through, over, under and across Landlord's Property, for the purpose of installation, maintenance and use, and replacement when and if necessary, of all the plumbing, electrical, telephone, water, heating, ventilating, air conditioning and cooling, gas, steam, communication, mail, radio, television, exhaust, refuse, scaffolding and other piping, lines, ducts, shafts, equipment and systems intended to serve or benefit the Hotel Building, as are shown on the Hotel Building Plans and Specifications, and easements for the use of all other facilities of whatsoever nature as shown on Exhibit C located within Landlord's Property.

D. The right of entry upon and for ingress and egress through Landlord's Property to and from the Hotel Building with men, materials and equipment reasonably necessary in construction the Hotel Building and/or any of the items referred to in Section 2.1(E) hereof and/or in the performance of any repairs, replacements, reconstruction or maintenance with respect to any of the same;

E. The right to maintain, paint, decorate, operate, inspect, test, repair, replace, improve, wash and/or clean (all such maintenance and other actions referred to in this sentence being hereinafter referred to collectively as "Maintenance") any area, facility, equipment,

line, system and the like, which is located within Landlord's Property, but which serves or benefits or is designed to serve or benefit the Hotel Building or the Maintenance responsibility for which is to be borne by Tenant or which is otherwise required or permitted hereunder to be performed by the Tenant;

F. The right of entry upon and for ingress and egress through Landlord's Property, with men, materials and equipment, to the extent reasonably necessary in the performance of the Maintenance of any area, facility, system, line or equipment, which serves or benefits or is intended to serve or benefit the Hotel Building or the Maintenance responsibility for which is to be borne by the Tenant or which is otherwise required or permitted hereunder to be performed by the Tenant;

G. The right of ingress and egress through Landlord's Property, to and from the Hotel Building, through the elevators serving the Building or otherwise, to the extent necessitated by an emergency involving danger to life, limb or property.

H. The right of ingress, egress and future construction of a boat dock and/or related facilities on the Landlord's property across Wilkinson Boulevard and bounding the flood wall on the Kentucky River with an approximate length, width and location as shown on Exhibit F attached hereto and made a part hereof; provided however, in the event the Landlord wishes to develop this property prior to Tenant's development it may grant to Tenant another comparable access location.

I. The right to obtain from Landlord all of the water (both hot water at not less than 270 degrees and chilled water), g's, electricity, steam, and other utilities requested by Tenant in such amounts

and at such times as are necessary or desirable in the operation of the Building at a cost to Tenant not to exceed Landlord's cost thereof plus a nominal amount as a capital reserve for Landlord's replacement of the boilers and chillers.

2.2. All of the foregoing easements and rights granted to Tenant above in Section 2.1 hereof and elsewhere in this Lease shall be deemed to be easements appurtenant to the leasehold estate created by this Lease and shall be deemed a part of the Premises and shall run with the land and shall be binding upon Landlord and shall inure to the benefit of the Tenant, and their respective successors and assigns, so long as this Lease shall be in effect; provided, however, that the exercise of such easement rights shall be subject to such reasonable restrictions and regulations as may be imposed by Landlord.

2.3 Notwithstanding anything to the contrary contained herein, Landlord hereby reserves unto itself the following easements and rights:

A. Subject to any applicable limitations contained in this Lease, nonexclusive easements in, through, over and across the Hotel Building for installation, maintenance and use of all plumbing, electrical, telephone, water, heating, ventilating, air conditioning and cooling, gas, steam, communication, mail, radio, television, exhaust, refuse, scaffolding and other piping lines, ducts, shafts, equipment, elevators and systems located within the Hotel Building intended to serve or benefit the Conference Center as are shown on the Conference Center Plans and Specifications and for the use of all other facilities of whatsoever nature in the Hotel Building as shown on Exhibit C and which are intended to serve or benefit the Conference Center;

B. Of support in and to all structural members, footings and foundations shown on the Conference Center Plans and Specifications located within the Hotel Building with respect to which Tenant is granted an easement pursuant hereto and which are necessary for the support of the Conference Center or of any facility with respect to which the Landlord has been granted or has reserved an easement under any provision hereof;

C. The right to maintain, paint, decorate, operate, inspect (including, but not limited to, inspection for the purpose of meter reading), test, repair, replace, improve, wash and/or clean (all such maintenance and other actions referred to in this sentence being hereinafter referred to collectively as "Maintenance"), any area, facility, equipment, line, system and the like, located within the Hotel Building or which serves or benefits or is designed to serve or benefit the Landlord's Property or the Maintenance responsibility for which is to be borne by Landlord or which is otherwise required or permitted hereunder to be performed by the Landlord;

D. The right of entry upon or ingress and egress through the Hotel Building to the extent reasonably necessary in the performance of the Maintenance of any facility, system, line or equipment, whether located within the Hotel Building or elsewhere, which serves or benefits or is intended to serve or benefit Landlord's Property or the Maintenance responsibility for which is to be borne by the Landlord or which is otherwise required or permitted to be performed by the Landlord; but subject to reasonable restrictions imposed by the Tenant which are usual and customary in the operation of a first class hotel.

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2.4 Landlord hereby grants to Tenant easements for encroachments into Landlord's Property by the Hotel Building, and the pillars, footings, fittings, columns, foundations, girders, beams, walls, supports, elevator, elevator shafts, pits, stairs, stairwells, ramps, mechanical equipment spaces, blower stacks and flues, ducts, pipes, conduits, wires, cables, utility systems, sewer pipes, drains and drain pipes, equipment, systems and other apparatus of the Hotel Building, necessary or convenient to the support, existence, maintenance, operation or safety of the Hotel Building. Such right of encroachment shall exist whether any such encroachment shall occur as a result of the settling or shifting of the Hotel Building and/or Landlord's Property or error in construction of either, or unintentional deviation from the Plans and Specifications in the construction of the Hotel Building and/or the Conference Center; provided, however, that no permitted encroachment shall ever unreasonably interfere with the use of Landlord's Property.

2.5 Landlord hereby reserves unto itself easements for reasonable encroachments into the Hotel Building by the Conference Center and the pillars, footings, fittings, columns, foundations, girders, beams, walls, supports, elevator shafts, pits, stairs, stairwells, ramps, mechanical equipment spaces, blower stacks and flues, ducts, pipes, conduits, wire, cables, utility systems, sewer pipes, drains and drain pipes, equipment, systems and other apparatus of the Conference Center, necessary or convenient to the support, existence, maintenance or safety of the Conference Center. Such right of encroachment shall exist whether any such encroachment shall occur as a result of the shifting or settling of the Conference Center or error in construction of either or

unintentional deviation from the Plans and Specifications in the construction of the Conference Center; provided, however, that no permitted encroachment shall ever unreasonably interfere with the use of the Hotel Building as a first class hotel.

2.6 After construction of the Building has been substantially completed, the location of all of the foregoing easements granted and/or reserved in this Article 2 shall be finally determined on the "as-built" survey described in Section 1.1 hereof. In the event of any discrepancy or conflict between the location of such easements as shown on Exhibit C and on such survey, the survey shall govern and prevail.

2.7 In the event the Tenant enters upon Landlord's Property for the purpose of performing any Maintenance, the Tenant, at its sole cost, shall repair all damage as a result of such Maintenance performed by Tenant and shall restore Landlord's Property to as near its condition prior to the performance of such Maintenance as practical. In the event the Landlord enters upon the Hotel Building for the purpose of performing any Maintenance, the Landlord, at its sole cost, shall repair all damage to the Hotel Building as a result of such Maintenance performed by Landlord and shall restore the Hotel Building to as near its condition prior to the performance of such Maintenance as practical.

ARTICLE 3

RENT, TERM AND ANNUAL STATEMENT

3.1 As Annual rent, Tenant agrees to pay to Commerce as agent for the Landlord the sum of One Dollar (\$1.00) plus:

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[a] for each of the first five (5) years following the Commencement Date, seventy percent (70%) of Net Cash Flow;

[b] for the sixth (6th) through twentieth (20th) years following the Commencement Date, fifty percent (50%) of Net Cash Flow; and

[c] for each of the remaining seventy-nine (79) years of the Lease term, one percent (1%) of Gross Revenue.

The annual rental shall be paid on or before the 15th day of April each year. Tenant at its option and at any time during the term of the State's \$3,000,000 bond issue may deposit with Commerce the remaining principal and interest due under the bond issue in which event the annual rent shall be only \$1.00 per year until the twenty-first lease year. If the Hotel Building is not open to the public on or before Feb. 1, 1984 through no fault of Landlord, then the annual rent for the twenty-first (21st) year following the Commencement Date shall be calculated under subparagraph (b) above instead of subparagraph (c).

3.2 The initial term of this Lease shall commence on the date of this Lease and shall be for a period of ninety-nine (99) years from and after the "Commencement Date." As used herein, the term "Commencement Date" means the first to occur of (i) January 1 of the year immediately following the calendar year in which construction of the Hotel Building is completed and a certificate(s) of occupancy is issued by all applicable governmental authorities certifying that the Hotel Building may be occupied by tenants or residents thereof as a hotel, or (ii) January 1, 1984. Upon the determination of the actual Commencement Date, the Landlord and Tenant shall execute and acknowledge a Memorandum specifying such actual Commencement Date and shall cause such Memorandum to be recorded in the Office of the Clerk of Franklin County, Kentucky.

3.3 At the termination of this Lease pursuant to either Section 3.2 or any other Section hereof, the Tenant shall immediately and peacefully surrender possession of the Premises to Landlord, with all of the Tenant's personal property removed therefrom, and, if Tenant fails to do so, Tenant shall be deemed to be occupying the Premises without the consent of Landlord.

3.4 With each payment of annual rent, Tenant shall furnish Landlord with an audited statement prepared by a certified public accountant detailing the net income of the Hotel Building and the computation of Net Cash Flow for the preceding twelve month period.

ARTICLE 4

PAYMENT OF TAXES, ASSESSMENTS, ETC.

4.1 Tenant agrees to pay, or cause to be paid (except as hereinafter provided in this Article), before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof (but not necessarily before the same may be paid with a discount), all real estate taxes, assessments, similar taxes, and other governmental levies and charges, general and special, ordinary and extraordinary, foreseen as well as unforeseen, of any kind and nature whatsoever, which are assessed, levied, confirmed, imposed or become a lien upon the leasehold estate in the Hotel Building, or any part thereof, to the extent they become payable in respect thereto during the term of this Lease (all of which are hereinafter referred to as "Ground Lot Imposition(s)"). If, by law, any Ground Lot Imposition is payable, or may at the option of the taxpayer be paid, in installments (whether or not interest shall

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accrue on the unpaid balance of such Ground Lot Imposition), Tenant may pay the same (and any accrued interest on the unpaid balance thereof) in installments as the same respectively become due, provided it pays the same before any fine, penalty, or cost may be added thereto for the nonpayment of any such installment and interest. Any Ground Lot Imposition due and payable in the calendar year during which the term of this Lease shall commence or end (even if such Ground Lot Imposition shall not be due until after the date of termination of this Lease) shall be apportioned between the parties hereto, on a fiscal year basis in accordance with local practice in Frankfort, Franklin County, Kentucky.

4.2 Nothing contained in this Lease shall require Tenant to pay any capital levy, gross receipts, franchise, estate, inheritance, succession, gift or transfer tax assessed against Landlord, or any income, profits or excess profits tax, capital stock or corporate tax or any other tax, assessment, charge or levy upon the income or property of Landlord.

4.3 Tenant agrees, upon written request of Landlord, to furnish to Landlord for its inspection, within sixty (60) days after the date when any Ground Lot Imposition is required to be paid pursuant to any provision of this Article, official receipts of the appropriate taxing authority, or other proof satisfactory to Landlord, evidencing the payment thereof.

4.4 A. Tenant shall have the right to contest the amount or validity, in whole or in part, of any Ground Lot Imposition by appropriate proceedings, and to postpone the payment of the same, provided that there is no imminent threat of sale of any part of the leasehold

estate in the Ground Lot as a result thereof, but in all events, Tenant shall pay such Ground Lot Impositions at least sixty (60) days prior to the date any part of the leasehold estate in the Ground Lot would be subject to sale as a result of failure to pay the same.

B. If, but only if, a separate assessment for the Air Lot and Condominium Building from the Ground Lot and Hotel Building cannot be obtained after construction of the Condominium Building, then WHE shall bear fifteen percent (15%) and Tenant shall bear eighty-five percent (85%) of such assessments and the resulting taxes on the entire Building (excluding the Conference Center), and in that event only, if Tenant desires to contest the amount or validity, in whole or in part, of any Ground Lot Imposition (which for this purpose includes the Tenant's share of all taxes and assessments on the Building excluding the Conference Center) and to defer or postpone payment of same in accordance with the foregoing, Tenant shall deposit with Landlord a sum of money or a surety company bond or other security reasonably satisfactory to Landlord of a value equal to the amount so contested and unpaid, together with all interest and penalties in connection therewith and all charges that may or might be assessed against or become a charge on the Premises and the Condominium Building or any part of either thereof, in said proceedings. Upon the termination of such proceedings, Tenant shall furnish to Landlord proof of the amount of any such Ground Lot Imposition as finally determined in such proceedings and the amount of any costs, fees, interest, penalties, or other liabilities in connection therewith. Tenant shall then pay the amount of any such Ground Lot Imposition, as finally determined in such proceedings, the payment of

which shall have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties or other liabilities in connection therewith, and Landlord shall within ten (10) days of such payment by Tenant, return to Tenant all sums and other security deposited by Tenant with Landlord pursuant to this Section 4.4B. If at any time during the continuance of such proceedings, Landlord shall reasonably deem the deposit made with it pursuant to this Section 4.4B. insufficient, Tenant shall, upon demand, deposit with Landlord such additional amount as Landlord may reasonably request, and upon failure of Tenant so to do, the amount theretofore deposited may be applied by Landlord to or against the payment, removal and discharge of such Ground Lot Imposition and the interest and penalties in connection therewith and any costs, fees or other liabilities accruing in any such proceedings, and the balance thereof, if any, shall be returned to Tenant. If the amount so deposited with Landlord shall be insufficient for this purpose, Tenant shall forthwith pay such additional sums to the appropriate taxing authority as may be necessary to pay the same in full. If Tenant fails to prosecute any such contest with due diligence, or fails to maintain said deposit as above provided, Landlord may use such sums so deposited with it by Tenant to pay such Ground Lot Imposition and associated costs and expenses.

C. Landlord shall not be required to join in any proceedings to contest the amount or validity of any Ground Lot Imposition, except that if any law, rule or regulation now or hereafter in effect shall require that such proceedings be brought by and/or in the name of Landlord (with or without Tenant), Landlord agrees to join in any such

proceedings, or permit the same to be brought in its name; and Tenant covenants to indemnify and save harmless Landlord from all costs or expenses in such proceedings brought by Tenant, and Landlord agrees that it will cooperate with Tenant in any such proceeding. If proceedings to contest any Ground Lot Imposition are filed in the name of Landlord, pursuant to the foregoing agreement, Tenant shall so advise Landlord in writing not less than ten (10) days before filing such proceedings, giving full details as to the tribunal in which said proceedings are being filed, the Ground Lot Imposition contested, and the amount thereof, and such additional data as Landlord may request to enable it to understand the pertinent facts and evaluate them. Tenant shall be entitled to any refund of any Ground Lot Imposition and penalties or interest thereon, which shall have been paid by Tenant, even if such refund is made after termination of this Lease.

ARTICLE 5

PLANS AND SPECIFICATIONS AND CONSTRUCTION OF THE BUILDING

5.1 Tenant agrees that it will, at its sole cost and expense, construct the Hotel Building on the Ground Lot in accordance with the Hotel Plans and Specifications. Tenant agrees it will make no material changes to the Hotel Plans and Specifications without first obtaining the prior written approval of Finance as agent for the Landlord, which shall not be unreasonably withheld. Landlord agrees that it will construct the Conference Center in accordance with the Conference Center Plans and Specifications. Landlord agrees it will make no material changes to the Conference Center Plans and Specifications without first

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obtaining Tenant's consent thereto, which shall not be unreasonably withheld.

5.2 Tenant agrees that it shall commence construction of the Hotel Building on or before July 1, 1983, and that it shall thereafter proceed continuously and with due diligence with the construction of the Hotel Building and will substantially complete the construction of the Hotel Building in accordance with the Hotel Plans and Specifications by no later than July 1, 1984.

5.3 Landlord agrees that it will commence construction of the Conference Center on or before July 1, 1983, and shall thereafter proceed continuously and with due diligence with the construction of the Conference Center and will complete construction of the Conference Center in accordance with the Conference Center Plans and Specifications by no later than July 1, 1984.

5.4 Landlord shall diligently pursue completion of the interior finish of the Conference Center and shall have the public lobby area fully completed in accordance with the Conference Center Plans and Specifications and open to the public by no later than July 1, 1984. Similarly, upon completion of the shell of the Hotel Building, Tenant shall promptly and diligently pursue completion of the interior finish of the Hotel Building and shall complete the work to such extent that the Hotel Building shall be ready for occupancy by no later than July 1, 1984.

ARTICLE 6

INSURANCE

6.1 Each of Landlord and Tenant shall separately insure Landlord's Property and the Hotel Building respectively, against loss or damage by fire, lightning, wind storm, earthquake, hail, explosion, riot, damage from aircraft, smoke damage and such other risks, casualties and hazards as may from time to time be carried by prudent owners of similar properties in Franklin County, Kentucky, including those covered by an extended coverage endorsement, in an amount at least equal to the full replacement value thereof, and in any event, sufficient to prevent the application of any co-insurance provision.

6.2 The Tenant shall maintain comprehensive public liability insurance against claims for personal injury, death or property damage occurring on, in or about the Hotel Building, or in the elevators, escalators or stairwells therein and on, in or about the adjoining streets, sidewalks and passageways, together with, during the construction of the Hotel Building builder's all-risk insurance. All of such liability insurance shall be maintained with protection limits of not less than a combined single limit for liability, bodily injury and property damage of Twenty-five Million Dollars (\$25,000,000). Each such policy shall provide that the acts of any insured party shall not invalidate the policy against any other party or adversely affect the rights of any other party under such policy. Each such policy shall contain a waiver of subrogation clause with respect to any act or negligence of Landlord, Tenant and their respective invitees, employees, sublessees, guests, customers and the like. Each such policy of liability insurance shall

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name the Landlord as an insured, and Tenant shall deliver an original of such policy or a certificate thereof to Landlord, and shall also deliver to the other proof of renewal (or replacement) of each such policy at least thirty (30) days prior to its respective expiration date.

ARTICLE 7

REPAIRS AND MAINTENANCE

7.1 From and after the completion of the construction of the Hotel Building, Tenant shall have the full and sole responsibility for the condition, operation, repair, maintenance and management of the Hotel Building and all the systems, lines and equipment serving only the Hotel Building, except as otherwise specifically provided in this Lease. Tenant agrees throughout the term of the Lease, at Tenant's sole cost and expense, to keep the Hotel Building and the utility lines, elevator shafts and pits, stairs, stairwells, ramps, mechanical and electrical spaces, boiler stacks and flues, ducts, pipes, conduits, wires, cables, plumbing pipes and lines, heating and air conditioning units, equipment and systems and all other improvements and equipment used or intended to be used only in connection with the Hotel Building in good repair, order and condition, and promptly at Tenant's own cost and expense to make any necessary repairs and replacements to the Hotel Building or any of the foregoing. Tenant shall keep and maintain all portions of the Hotel Building in a clean and orderly condition, free of accumulation of dirt and rubbish.

7.2 Landlord shall have full and sole responsibility for the condition, operation, repair, maintenance and management of Landlord's

Property and, except as otherwise specifically provided in this Lease, the supporting footings, pillars, girders, beams, ramps, walls, columns, fitting, supports and foundations for [and the roof(s) of] Landlord's Property and the drains, utility lines, elevator shafts and pits, stairs, stairwells, ramps, driveways, mechanical equipment spaces, boiler stacks and flues, ducts, pipes, conduits, wires, cables, plumbing pipes and lines, heating and air conditioning units, equipment, and systems, and all other improvements and equipment used or intended to be used in connection with Landlord's Property, and Landlord, at its sole expense, shall keep all of the same in good repair, order and condition, and shall make any necessary repairs and replacements to the same. Landlord agrees to keep Landlord's Property in good condition and repair and in a neat, attractive "first class" condition. Landlord hereby covenants and agrees that: [i] Landlord shall make all necessary or desirable repairs to Landlord's Property which are its responsibility hereunder (interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen) and that all such repairs shall be made promptly and in a good and workmanlike manner in compliance with all applicable laws and building codes; [ii] Landlord's Property shall be kept and maintained in a good and neat, clean, drivable, walkable and operable condition and, in connection therewith, but without limitation, Landlord shall perform all resurfacing, painting, striping and landscaping as may reasonably be required from time to time; [iii] it will maintain the Parking Spaces in as good or better condition as the rest of the Parking Garage; and

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(iv) without limiting the foregoing, it will in good faith seek to expend its existing maintenance operations and budget for Capital Plaza.

7.3 Each of Landlord and Tenant agrees to perform those functions, the responsibility for which hereunder is to be borne by such party, and to pay all of the costs required to be paid by such party hereunder.

7.4 All repairs and maintenance to be performed by Landlord and Tenant hereunder shall be performed in a manner equivalent to the standards from time to time maintained in similar properties in the Frankfort-Franklin County, Kentucky area.

7.5 In the event Landlord fails to perform promptly and adequately any repairs, replacements or maintenance for which Landlord has the obligation under this Lease so to perform, and if such repairs, replacements or maintenance are reasonably necessary to the beneficial use of Landlord's Property or the Hotel Building, Tenant may, but shall not be required to, perform such repairs, replacement or maintenance and, to the extent the cost of such work was to be borne by Landlord under this Lease, Landlord shall, within fifteen (15) days after receipt of a bill therefor from Tenant, pay to Tenant the costs thereof, or Tenant, at its option at any time, may deduct the amount of such bill from the Net Cash Flow. Similarly, in the event Tenant fails to perform promptly and adequately any repairs, replacements or maintenance for which Tenant has the obligation under this Lease so to perform, and if such repairs, replacements or maintenance are reasonably necessary to the beneficial use of the Hotel Building, Landlord may, but shall not be required to, perform such repairs, replacement or maintenance and, to the extent the cost of such work was to be borne by Tenant under this Lease, Tenant

shall, within fifteen (15) days after receipt of a bill therefor from Landlord, pay to Landlord the cost thereof.

7.6 Each party shall use all reasonable efforts to interfere as little as possible with the use, occupation and enjoyment of the portion of the Building occupied by the other, and, if practical, the party performing any maintenance, repair and/or replacement hereunder shall confine such maintenance, repair and/or replacement to the area of the particular facility in which such maintenance, repair and/or replacement is being carried out.

ARTICLE 8

DAMAGE OR DESTRUCTION

8.1 In the event of damage to or destruction of the Hotel Building or any part thereof [i] to an extent which is fifty percent (50%) or more of the cost of replacement of the Hotel Building, even though covered by the casualty insurance referred to in Section 6.1 hereof, or [ii] by a casualty which occurs after the twentieth (20th) anniversary of the Commencement Date of this Lease and if restoration of the Hotel Building to as near its condition prior to such casualty as is practical cannot, in the good faith judgment of Tenant, be accomplished within six (6) months after commencement of such restoration, then and in any such event, Tenant, at its sole option, may elect either to repair or rebuild the Hotel Building or to terminate this Lease by giving notice of such election in writing to Landlord, within ninety (90) days after the event causing the damage or destruction. In the event that Tenant fails to give written notice to Landlord of such election within such ninety (90)

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day period, it will be conclusively presumed for the purposes of this Section 8.1 that Tenant has elected to repair or rebuild the Hotel Building. In the event of damage to or destruction of the Hotel Building under the circumstances specified in the first sentence of Section 8.1 hereof and if the Tenant does not elect to terminate this Lease or in the event of damage to or destruction of the Hotel Building or any part thereof under circumstances other than those specified in the first sentence of Section 8.1 hereof, the Tenant shall be obligated to rebuild or repair the Hotel Building in a good and workmanlike manner so as to restore it to as near its condition prior to the casualty as practical. In the event of any such damage to or destruction of the Hotel Building and if the Tenant elects or is required by the terms of this Lease to repair or rebuild the Hotel Building, and if the damage or destruction was also to or of the Conference Center, Landlord shall be deemed to have consented and agreed to repair or rebuild the Conference Center at Landlord's sole expense. In the event Landlord or Tenant elects or is required pursuant to the terms of this Lease to repair or rebuild the Hotel Building and/or Conference Center, as the case may be, the Landlord and Tenant shall each separately pursue such repair or rebuilding diligently and in a good and workmanlike manner and so as to restore the Hotel Building and/or Conference Center, as the case may be, to as near its condition prior to the casualty as is practical, but the parties shall cooperate with each other with respect to all such repairs and rebuilding.

8.2 In the event of damage to or destruction of the Conference Center (whether or not the Hotel Building is also damaged or destroyed)

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[i] to an extent which is fifty percent (50%) or more of the cost of replacement of the Conference Center, or [ii] the repair or replacement of which, in Landlord's good faith estimate, will cost more than Five Hundred Thousand Dollars (\$500,000) in excess of the Landlord's good faith estimate of applicable insurance recovery by Landlord as a result of such damage or destruction, then and in any such events, Landlord may elect either to repair or rebuild the Conference Center or to terminate this Lease by giving notice of such election in writing to Tenant within ninety (90) days after the event causing such damage or destruction. In the event that Landlord fails to give such written notice to Tenant of such election within such ninety (90) day period, it will be conclusively presumed for the purposes of this Section 8.2 that Landlord has elected to repair or rebuild the Conference Center, the Landlord shall pursue such repair or rebuilding diligently and in a good and workmanlike manner and so as to restore the Conference Center to as near its condition prior to the casualty as is practical. In the event the Conference Center is damaged by any peril under circumstances in which the Landlord does not have the right to terminate this Lease as provided in the first sentence of Section 8.2 or pursuant to Section 8.1 hereof, Landlord shall promptly and diligently pursue the repair and rebuilding of same.

8.3 In the event that this lease is terminated pursuant to the above Sections 8.1 or 8.2, then this Lease shall be deemed terminated on the date of the notice of termination given by Landlord or Tenant pursuant to Sections 8.1 or 8.2 hereof, as the case may be, but all rights of Landlord or Tenant under this Lease accruing prior to such date (and

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specifically including those in favor of Tenant as provided in Section 8.4 hereof) shall survive the termination of this Lease.

8.4 Further, if this Lease is terminated by reason of the Landlord's (as opposed to the Tenant's) exercise of its right to terminate this Lease pursuant to the provisions of this Article VIII hereof relating to damage to or destruction of the Conference Center, the Landlord shall pay the Tenant or its designee, within thirty (30) days after the date of termination of this Lease, (i) an amount equal to the fair market value of the unexpired leasehold estate minus (ii) the gross amount of the insurance proceeds recoverable by the Tenant and its successors and assigns in the aggregate (and including, for this purpose, all insurance proceeds [other than those payable for the damage to or destruction of personal property located in and improvements to the Hotel Building, including but not limited to, furniture, personal belongings, curtains, drapes, wallpaper and floor coverings] payable to Tenant or its successors or assigns under all other policies of fire, casualty and extended coverage insurance maintained by Tenant or its successors or assigns), as a result of such damage or demolition (any excess of (ii) over (i) shall be the sole property of the Tenant). Landlord hereby acknowledges that Tenant or its successors or assigns may not be entitled to recover any insurance proceeds whatsoever if the Conference Center is damaged and this Lease is terminated by Landlord as provided in Section 8.1 hereof in circumstances where the Hotel Building has not been damaged or destroyed, and Landlord agrees that the Tenant's inability to obtain any such insurance recovery shall not constitute a defense, offset or reduction, either in whole nor in part, to the

Landlord's obligations under this Section 8.4. Notwithstanding the foregoing, the Landlord shall not be obligated to pay the Tenant any amount if the Tenant, as opposed to the Landlord, exercises its right to termination or taking shall be determined in accordance with the provisions of Section 9.4 hereof.

9.2 If less than the entire Ground Lot and Hotel Building thereon shall be taken as the result of the exercise of the power of condemnation or eminent domain, Tenant shall have the option to terminate this Lease by written notice to Landlord given within ninety (90) days of the vesting of title to any portion of the Ground Lot and/or Hotel Building in the condemning or taking authority or to repair or rebuild the portion of the Hotel Building not taken. In the event that the Tenant fails to give such written notice to Landlord of such election within such ninety (90) day period, it will be conclusively deemed for purposes of this Section 9.2 that Tenant has elected to repair or rebuild the Hotel Building. In the event Tenant elects to rebuild or repair the Hotel Building following any such partial taking, or if the taking is of a portion of the Ground Lot and Hotel Building such that the income producing capacity of the Hotel Building has not been reduced by more than ten percent (10%) from the income producing capacity thereof as determined immediately prior to such taking, then Tenant shall be obligated to commence promptly and to pursue diligently the restoration, repair and replacement of the Hotel Building, at Tenant's sole expense, to as near its condition prior to such taking as is practical. If Tenant elects not to terminate this Lease and Tenant repairs, restores and replaces the Hotel Building following such a partial taking, then,

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Landlord, at its sole expense, shall commence and shall pursue diligently the restoration, repair and replacement of the Conference Center to as near its condition prior to such taking as is practical.

9.3 In the event of a condemnation of the Conference Center (whether or not the Hotel Building and/or Ground Lot is also condemned), the Landlord may elect either to repair or rebuild the portion of the Conference Center not condemned or to terminate this Lease by giving notice of such election in writing to Tenant within ninety (90) days of the vesting of title to any portion of the Conference Center. If Landlord elects to repair the Conference Center but such restoration would, nevertheless, reduce by more than ten (10%) the income producing capacity of the Hotel Building, then Tenant shall have the option of terminating this Lease upon notice to Landlord delivered not more than 180 days following the vesting of title to any portion of the Conference Center.

9.4 If all or any portion of the Ground Lot and/or the Hotel Building, or any part thereof, shall be taken by the exercise of the power of condemnation or eminent domain, or the Ground Lot and/or the Hotel Building, or any part thereof, shall be damaged or if the value thereof shall be reduced by any act of any public or quasi-public authority or corporation, the total award in any such proceeding for any such taking, condemnation, damage or reduction in value shall be apportioned among Landlord and Tenant as follows: [i] to the Landlord in the ratio which the damage to, and loss of value of, the Conference Center and the reversion in the Hotel Building shall bear to the damage to, and loss of value of, the Ground Lot and Building as a whole, and [ii] to

the Tenant in the ratio which the damage to, and loss of value of, its leasehold interest in the Ground Lot and Hotel Building shall bear to the damage to, and loss of value of, the Ground Lot and Building as a whole, as mutually determined by the Landlord and Tenant or if they are unable to agree on the same, then the apportionment of such award shall be determined by the court having jurisdiction over such taking or other court having jurisdiction over the parties. Notwithstanding anything to the contrary contained in this Lease, all condemnation and other awards for interruption of Tenant's business and other damage thereto and for Tenant's relocation expenses, as a result of such condemnation or taking, shall belong solely to Tenant and shall not be apportioned as above provided.

9.5 If this Lease is terminated by reason of the Landlord's (as opposed to the Tenant's) exercise of its right to terminate this Lease pursuant to the provisions of Section 9.3 hereof, the Landlord shall pay the Tenant, within thirty (30) days after the date of such termination, [i] the fair market value of the unexpired leasehold estate minus [ii] the gross amount of the condemnation award actually paid to the Tenant in the aggregate, as a result of such condemnation or taking (any excess of [ii] over [i] shall be the sole property of the Tenant). Notwithstanding the foregoing, the Landlord shall not be obligated to pay the Tenant any amount if the Tenant (as opposed to the Landlord) exercises its right to terminate this Lease as provided in this Article 9 during the twenty years first following the Commencement Date as a result of any such taking or condemnation. Landlord hereby acknowledges that Tenant or its successors or assigns may not be awarded any sum in

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such condemnation or similar proceedings by the court if no material portion of the Hotel Building is taken or condemned, and Landlord agrees that the Tenant's inability to obtain any such award shall not constitute a defense or offset to the Landlord's obligations under this Section 9.5.

ARTICLE 10

MORTGAGE

10.1 Tenant may, from time to time, and at any time, without the need for further consent of Landlord, mortgage this Lease or its leasehold interest hereunder or assign this Lease by way of mortgage to any Leasehold Mortgagee, provided that Tenant shall, upon the execution of any such leasehold mortgage, provide a copy thereof to Landlord. The Leasehold Mortgagee may enforce such mortgage and acquire title to the Premises or any part thereof in any lawful way and, pending foreclosure of any such leasehold mortgage, the Leasehold Mortgagee may take possession of the Premises if so entitled as between it and Tenant and upon foreclosure thereof or deed or assignment in lieu thereof may, without the need for further consent of Landlord, sell and assign the leasehold interest in the Premises and this Lease by assignment or otherwise to anyone, but such assignee shall be bound to observe and perform all covenants of Tenant herein contained and any such assignee may further mortgage this Lease or its leasehold interest hereunder or assign this Lease by way of mortgage provided that any such assignee shall deliver to Landlord a copy of any such mortgage, and any such assignee (and any succeeding assignee) may otherwise make an unconditional, absolute

assignment(s) of this Lease without the need for further consent of Landlord. The Leasehold Mortgagee shall be liable to perform the obligations herein imposed on Tenant only during the period such Leasehold Mortgagee has actual possession or ownership of the Premises.

10.2 Until any leasehold mortgage of which Landlord has been notified as provided in Section 10.1 hereof is terminated and released of record, all notices required or permitted to be given to Tenant hereunder by Landlord shall also be given to the Leasehold Mortgagee (except for normal course of business [non-default] notices), and no notice (except those referred to in the parenthetical clause in this sentence) to Tenant shall be deemed given unless and until Landlord has sent a copy of such notice to such Leasehold Mortgagee by registered or certified mail. The Landlord shall not and may not terminate this Lease by reason of any default or failure on the part of Tenant to observe or perform any or all of the terms, provisions, covenants or conditions herein contained.

10.3 Notwithstanding the fact that Landlord has no right to terminate this Lease (other than as provided in Articles 8 and 9 hereof) and that Tenant has no right to surrender this Lease, in the event of any termination of this Lease prior to its stated expiration date by Tenant or Landlord or otherwise (except as provided in Articles 8 and 9 hereof), Landlord agrees that it will give the Leasehold Mortgagee notice of such termination and will enter into a new lease of the Premises with the Leasehold Mortgagee, or its nominee, transferee, successor or assign, for the remainder of the term of this Lease, effective as of the date of such termination, all upon the terms and conditions contained

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herein, provided such Leasehold Mortgagee makes a written request of Landlord for such new Lease within sixty (60) days after the Leasehold Mortgagee's actual receipt of written notice of such termination from Landlord. It is expressly agreed that any termination of this Lease by Landlord pursuant to Article 8 or Article 9 hereof shall not be a termination prior to the stated expiration date within the meaning of this Section 10.3 and in the event of such a termination under the provisions of Article 8 or Article 9 hereof, the Leasehold Mortgagee shall have no right to obtain a new lease from Landlord as provided in this Section 10.3.

10.4 In the event Landlord has received written notice of the name of the Leasehold Mortgagee from Tenant or such Leasehold Mortgagee and until such leasehold mortgage is satisfied and released of record, this Lease shall not be modified or surrendered to Landlord or cancelled by Tenant, nor shall Landlord accept a surrender of this Lease by Tenant, nor shall Landlord and Tenant modify, amend, supplement or otherwise change this Lease, without the prior written consent of such Leasehold Mortgagee in each instance referred to in this sentence. Each Leasehold Mortgagee shall be deemed a third party beneficiary of this Section 10.4 and each other provision of this Article 10. The Tenant hereby informs Landlord that First National Bank of Louisville, First National Tower, Louisville, Kentucky 40202, shall be deemed a Leasehold Mortgagee, as that term is used in this Article 10.

10.5 Landlord hereby covenants and agrees that any future mortgage of or lien on its fee interest in the Land, Ground Lot and/or Hotel Building shall be subordinate and inferior to the Tenant's interest in

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this Lease (and the Premises) and all rights and interests derived therefrom (including but not limited to the leasehold mortgage on Tenant's interest to any Leasehold Mortgagee).

ARTICLE 11

HORIZONTAL PROPERTY REGIME

11.1 Landlord and Tenant hereby acknowledge that WHE intends to and may subject the Air Lot to a horizontal property regime pursuant to Sections 391.805 through 391.910 of the Kentucky Revised Statutes, as hereafter amended or supplemented. The recording by WHE its successors or assigns in the Office of the Clerk of Franklin County, Kentucky of a "Master Lease" or other similar document necessary or appropriate to create such horizontal property regime shall be conclusive evidence of the creation of a horizontal property regime with respect to the Air Lot, without any necessity for Landlord or Tenant to join therein. Following the creation of such horizontal property regime, WHE may mortgage its leasehold interest therein and also sell units in the Condominium Building to others who may mortgage their interests therein, without the need for any consent from Landlord or Tenant.

11.2 In the event the Condominium Building is constructed, Tenant and Landlord agree to execute such documents as may be necessary to provide the Condominium Building with the customary easements for ingress, egress and support as may be requested by WHE.

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ARTICLE 12

OPERATION

12.1 Landlord and Tenant shall each comply with all laws, codes, rules, orders, ordinances, regulations and requirements now or hereafter enacted or promulgated by the United States of America, the Commonwealth of Kentucky, Franklin County, City of Frankfort and any other sovereign, municipality or other governmental agency or body now or hereafter having jurisdiction over either the Premises or Landlord's Property and/or any agency thereof relating to the ownership, maintenance and/or use of the aforesaid, as the case may be, if noncompliance with any such law, code, rule, order, ordinance, regulations and/or requirement would subject the other party to a fine or other liability or criminal prosecution, or would jeopardize the full force or effect of any certificate of occupancy issued for the property owned by such other party, or would result in the imposition of a lien against the property owned by such other party.

12.2 Landlord and Tenant hereby agree that each of them shall, within thirty (30) days after written request from the other, cause to be removed of record, by bonding or otherwise, any mechanics', materialmen's or other liens with respect to the Hotel Building or Conference Center, caused by it or from whose actions such liens arise, if such liens affect the property of the other party; provided, however, if Landlord or Tenant, as the case may be, is actively contesting any such lien then, Landlord or Tenant, as the case may be, need not immediately discharge such lien but shall deposit a sufficient sum in escrow to

provide (or otherwise shall provide) adequate protection to, and for the property of, the other party against the enforcement of any such lien.

12.3 If either Landlord or Tenant shall be in default under either of the foregoing Sections 12.1 or 12.2 for a period of fifteen (15) days after written notice of default has been given by the party hereto (including its successor) adversely affected by such default (or if such default cannot be cured within such a period of fifteen (15) days, and the party receiving notice of such default shall fail, within such fifteen (15) day period, to commence the curing of such default or shall thereafter fail to complete the curing of same within a reasonable period of time under the circumstances), then the party giving such notice may (i) take appropriate steps to cure such default and all costs and expenses paid or incurred by such party in the exercise of such rights shall be due and owing by the defaulting party to the other party and shall be paid within ten (10) days after written demand made to the defaulting party.

ARTICLE 13

FORCE MAJEURE

Neither Landlord nor Tenant shall be deemed to be in default in the performance of any obligation on such party's part to be performed under this Lease, other than an obligation requiring the payment of a sum of money, if and so long as the nonperformance of such obligation shall be directly caused by Unavoidable Delay; provided, however, that within thirty (30) days after the giving of written notice by one party upon the nonperforming party with respect to the nonperformance of

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any such obligation, the nonperforming party shall notify the other party in writing of the existence and nature of any such Unavoidable Delay and the steps, if any, which the nonperforming party shall have taken or plans to take to eliminate such Unavoidable Delay. Thereafter, the nonperforming party shall, from time to time, on written request of the other party, keep the other party fully informed, in writing, of further developments concerning such Unavoidable Delay and the effort being made by the nonperforming party to perform such obligation as to which it is in default. Provided, however, this Section 13.1 shall not be applicable to the Landlord's obligations under Sections 5.3 and 5.4 hereof to commence and complete construction of the Conference Center as therein provided.

ARTICLE 14

ARBITRATION

Any dispute or controversy between the parties hereto which by the terms of this lease is to be decided by arbitration, shall be arbitrated according to the rules of the American Arbitration Association then in effect in Franklin County, Kentucky, and judgment on any such arbitration award shall be binding on the parties hereto and may be entered in any court of competent jurisdiction.

The cost of such arbitration shall be borne by the unsuccessful party or, if neither party is successful, as the arbitrator may deem appropriate under the circumstances.

ARTICLE 15

NOTICES

15.1 All notices, elections, requests, demands and other communications hereunder shall be in writing and, except as otherwise provided herein, shall be deemed given at the time delivered or deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, addressed to the parties at the following addresses, or to such other person or place of which either party hereto shall have given such written notice to the other:

If to Landlord: Secretary of Commerce
Capital Plaza
Frankfort, Kentucky 40601

With a Copy To: Secretary of Finance and
Administration Cabinet
Capitol Annex Building
Frankfort, Kentucky 40601

If to Tenant: Wilkinson Hotels, Ltd.,
928 Nandino Boulevard
Lexington, Kentucky 40576
Attn: Wallace Wilkinson

If to Leasehold
Mortgagee: First National Bank of Louisville
First National Tower
Louisville, Kentucky 40202
Attn: Mr. Max White

ARTICLE 16

QUIET ENJOYMENT

16.1 Landlord covenants and agrees that Tenant shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this lease without hindrance or molestation of anyone claiming by, through or

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under Landlord, notwithstanding the termination or expiration of the Sub-sublease, Sublease or Master Lease.

ARTICLE 17

ASSIGNMENT

17.1 No consent of Landlord shall be needed to the assignment or mortgaging of this Lease by Tenant to a Leasehold Mortgagee or the further outright (whether or not as security) assignment of the Lease by any such Leasehold Mortgagee to anyone.

17.2 At any time tenants shall have the right to assign this lease and all of its rights and obligations hereunder to anyone, with the prior written consent of the Landlord, which consent shall not be unreasonably withheld; provided however that the annual rent due hereunder shall be the same that would have been due and payable by tenant but for the assignment, or actual debt service on the KEBD bonds, whichever the assignee so elects. Such an election shall bind the assignee for the duration of this lease.

17.3 Notwithstanding anything to the contrary contained herein, from and after the expiration of twenty years from the Commencement Date, and without the need for further consent by Landlord, the Tenant (or its successors and assigns) shall have the absolute right to assign freely (both conditionally and unconditionally and either for security or absolutely) this Lease and all of its rights and interests hereunder, in whole or in part and successively from time to time.

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17.4 Upon any permitted assignment by Tenant (or its successors or assigns) for which Landlord is provided notice of the identity of the assignee, Tenant (and its prior successors and assigns) shall be released from any and all liability hereunder and Landlord shall look solely to such assignee for the fulfillment of all of Tenant's rights, obligations, liabilities and duties hereunder.

ARTICLE 18

OPERATOR OF CONFERENCE CENTER

Landlord covenants that for so long as Tenant is not in default hereunder, the Conference Center shall be operated by an experienced operator of national reputation who shall be subject to Tenant's approval which shall not be unreasonably withheld.

ARTICLE 19

MISCELLANEOUS

19.1 The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way effect the terms and conditions of this Lease. Wherever used herein, unless the context clearly indicates otherwise, the plural shall include the singular and vice versa, and each gender shall include all other genders.

19.2 No agreement hereafter made shall be effective to change, modify, discharge, terminate or effect abandonment of this Lease in whole or in part unless such agreement is in writing and signed by the parties hereto or their respective successors and assigns, as the case may be, and any Leasehold Mortgage.

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19.3 This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

ARTICLE 20

NON-MERGER

There shall be no merger of this Lease or the leasehold estate hereby created with the fee of the Land by reason of the fact that this Lease or the leasehold estate hereby created or any interest in either thereof, may be held directly or indirectly by or for the account of any person owning the fee of the Land or any portion or portions thereof, and no such merger shall occur unless and until all persons at the time having any interest in the fee of the Land and all persons at the time having any interest in this Lease and the leasehold estate hereby created, including any Leasehold Mortgagee, shall join in the execution of a written instrument effecting such merger.

ARTICLE 21

COVENANTS BIND AND BENEFIT

It is further covenanted and agreed by and between the parties hereto that the covenants and agreements herein contained shall, subject to the express provisions of Lease, bind and inure to the benefit of the successors and assigns of the respective parties hereto and the rights and easements granted and reserved herein shall be deemed to run with the land so long as this Lease is in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day, month and year first above written.

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COMMONWEALTH OF KENTUCKY

STATE PROPERTY & BUILDINGS COMMISSION

By John Y. Brown, Jr.
Governor
COMMERCE CABINET

By John Y. Brown, Jr.
Its Chairman
FINANCE AND ADMINISTRATION CABINET

By W. Bruce Lunsford
Its Secretary
CAPITAL PLAZA AUTHORITY

By Robert L. Warren
Its Secretary
WILKINSON HOTELS, LTD.

By Robert L. Warren
Its Chairman

By Wilkinson Hotel Enterprises,
Inc., its General Partner

By Walter A. Mackey, Pres.
Its

THIS INSTRUMENT WAS PREPARED BY:

Michael E. Vincenti
Michael E. Vincenti
WYATT, TARRANT & COMBS
Citizens Plaza
Louisville, Kentucky 40202
(502) 589-5235

STATE OF KENTUCKY }
COUNTY OF FRANKLIN }
STATE AT LARGE }

The foregoing instrument was acknowledged before me on December 27,
1982, by John Y. Brown, Jr., Governor, as Governor, Commonwealth of Kentucky and
as Chairman, State Property and Buildings Commission; by W. Bruce Lunsford, as
Secretary, Commerce Cabinet; and Robert L. Warren as Chairman, Capital Plaza
Authority and as Secretary, Finance and Administration Cabinet.

Mavis Juston Alagia
NOTARY PUBLIC
State at Large

My Commission Expires:

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June 30, 1988

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STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 30th day of December, 1982 by Wallace G. Wilkinson, as President of Wilkinson Hotel Enterprises, Inc. on behalf of said corporation and as general partner of Wilkinson Hotels, Ltd., a Kentucky limited partnership on behalf of said partnership.

My commission expires: August 20, 1983

Michael B. Vincent
NOTARY PUBLIC

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CAPITOL PLAZA HOTEL PERIMETER

All that real property in the City of Frankfort, County of Franklin, Commonwealth of Kentucky, located on the south side of Wilkinson Blvd. between Mero Street and Clinton Street, more particularly described as follows:

Beginning at a point 18.9 feet from the south right of way line of Wilkinson Blvd. and 11.0 feet from the east right of way line of Clinton Street; thence N 27° 34' 30" E 35.0 feet; thence N 62° 25' 30" W 1.5 feet; thence N 27° 34' 30" E 72.5 feet; thence N 62° 25' 30" W 30.0 feet; thence N 27° 34' 30" E 33.0 feet; thence S 62° 25' 30" E 30.0 feet; thence N 27° 34' 30" E 70.0 feet; thence N 17° 25' 30" W 15.5 feet; thence N 27° 34' 30" E 116.0 feet; thence S 62° 25' 30" E 4.0 feet; thence N 27° 34' 30" E 21.0 feet; thence S 62° 25' 30" E 14.0 feet; thence S 27° 34' 30" W 21.0 feet; thence S 62° 25' 30" E 33.0 feet; thence N 27° 34' 30" E 48.0 feet; thence S 62° 25' 30" E 44.0 feet; thence S 27° 34' 30" W 88.0 feet; thence S 62° 25' 30" E 30.0 feet; thence N 27° 34' 30" E 58.0 feet; thence S 62° 25' 30" E 32.0 feet; thence S 27° 34' 30" W 112.0 feet; thence S 62° 25' 30" E 28.0 feet; thence S 27° 34' 30" W 176.0 feet; thence N 62° 25' 30" W 60.0 feet; thence N 27° 34' 30" E 10.0 feet; thence N 62° 25' 30" W 30.0 feet; thence N 27° 34' 30" E 8.0 feet; thence N 62° 25' 30" W 20.0 feet; thence S 27° 34' 30" W 52.0 feet; thence N 62° 25' 30" W 1.5 feet; thence S 27° 34' 30" W 35.0 feet; thence N 62° 25' 30" W 60.5 feet to the point of Beginning and containing 52084 square feet.

EXHIBIT A

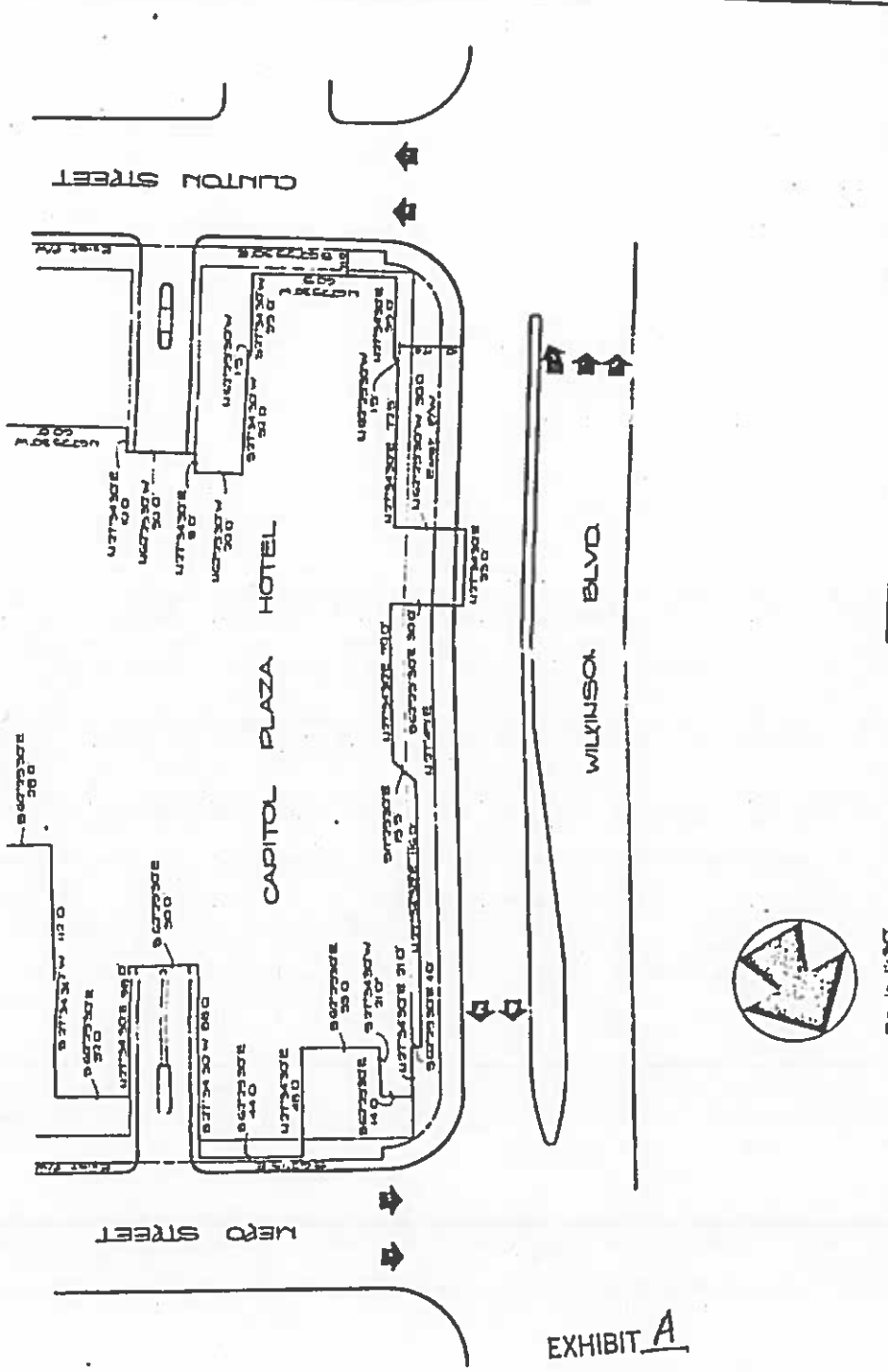


EXHIBIT A

Leasehold Survey
CAPITOL PLAZA HOTEL
 Frankfort, Kentucky
 Wilkinson Hotels, Ltd.
 LEGGIGO & ASSOCIATES
 CIVIL ENGINEERS



The data and details shown on this plan for the proposed construction were obtained from the architect and dimensions indicated on plan for the proposed construction are based on the architect's plan. The location of all existing features were established by actual field measurements.

Scale 1"=50'



LIST OF PLANS AND SPECIFICATIONS
(All Dated December 1, 1982)

<u>Drawing</u>	<u>Title</u>	<u>Prepared By</u>
C1	Site Survey	Johnson, Romanowitz Architects
C2	Site Plan	Johnson, Romanowitz Architects
C3	Parking Level Plan	Johnson, Romanowitz Architects
C4	Mezzanine Level Plan	Johnson, Romanowitz Architects
C5	Plaza Level Plan	Johnson, Romanowitz Architects
C6	Typical Upper Level Floor Plan	Johnson, Romanowitz Architects
C7	2nd Floor Plan	Johnson, Romanowitz Architects
C8	3rd thru 7th Floor Plan and 8th Floor Plan	Johnson, Romanowitz Architects
C9	Roof Plan	Johnson, Romanowitz Architects
C10	Elevations	Johnson, Romanowitz Architects
C11	Building Section	Johnson, Romanowitz Architects
C12	Building Section	Johnson, Romanowitz Architects
C13	Building Section	Johnson, Romanowitz Architects
C14	Building Section	Johnson, Romanowitz Architects
C15	Enlarged North Core	Johnson, Romanowitz Architects
C16	Enlarged South Core	Johnson, Romanowitz Architects

EXHIBIT B

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C17	North Stairwell Section	Johnson, Romanowitz Architects
C18	South Stairwell Section	Johnson, Romanowitz Architects
C19	Elevator Section	Johnson, Romanowitz Architects
C20	Enlarged Guest Rooms	Johnson, Romanowitz Architects
C21	Enlarged Suite Plans	Johnson, Romanowitz Architects
C22	Structural General Notes	Intertech, Inc.
C23	Structural Typical Details	Intertech, Inc.
C24	Structural Foundation Plan	Intertech, Inc.
C25	Structural Partial Basement	Intertech, Inc.
C26	Structural Ground Level	Intertech, Inc.
C27	Structural Second Level Framing Plan	Intertech, Inc.
C28	Structural Third Through Eighth Floor Plan	Intertech, Inc.
C29	Structural Ninth Floor Plan	Intertech, Inc.
C30	Structural Tenth Floor Plan	Intertech, Inc.
C31	Structural Roof Plan	Intertech, Inc.
C32	Structural Penthouse Floor & Roof Framing Plan	Intertech, Inc.
C33	Structural Foundation Sections & Details	Intertech, Inc.

EXHIBIT B

558

EXHIBIT G

CAPITAL PLAZA/WILKINSON HOTELS, LTD. LEASE

"Gross Revenue" means all income and sales of every kind resulting from the operation of the Hotel and all of its facilities (except applicable sales and use tax collections) including, without limitation, all income received from convention persons occupying space at and/or rendering services to the Hotel patrons and guests.

STATE OF KENTUCKY)
COUNTY OF FRANKLIN) SCT.
I, DONALD C. HULETTE CLERK OF SAID
COUNTY COURT, HEREBY CERTIFY
THAT THE FOREGOING INSTRUMENT
HAS BEEN DULY RECORDED *deed*
BOOK *317* PAGE *491* IN MY
SAID OFFICE *12/31/82*
DONALD C. HULETTE, CLERK
BY *D. O'Brien* DE

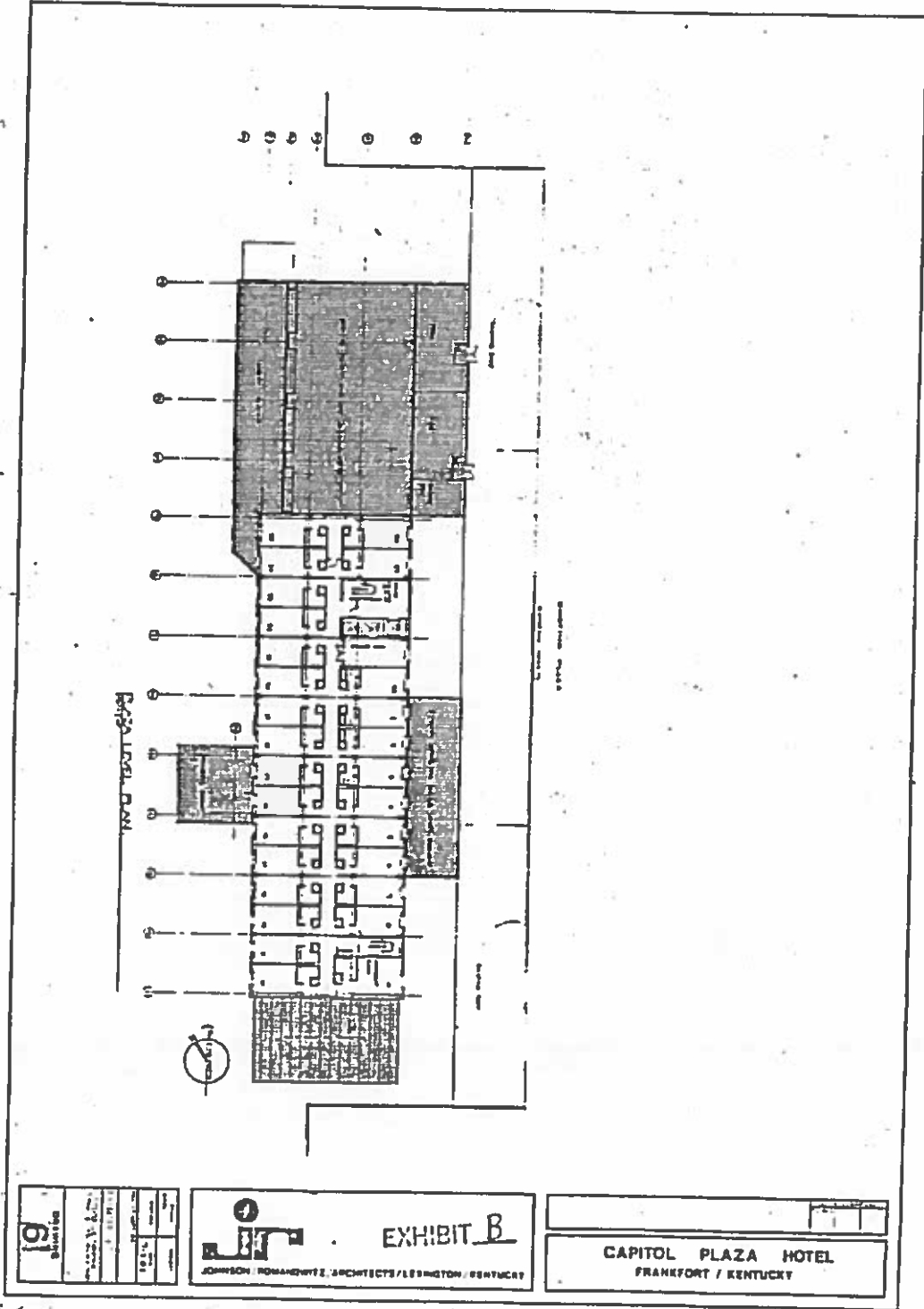
EXHIBIT G

539

C34	Structural Sections & Details	Intertech, Inc.
C35	Structural Sections & Details	Intertech, Inc.
C36	Structural Slab Reinf. Column Schedule Details	Intertech, Inc.
C37	Structural Shear Wall Details	Intertech, Inc.

EXHIBIT B

5142



543

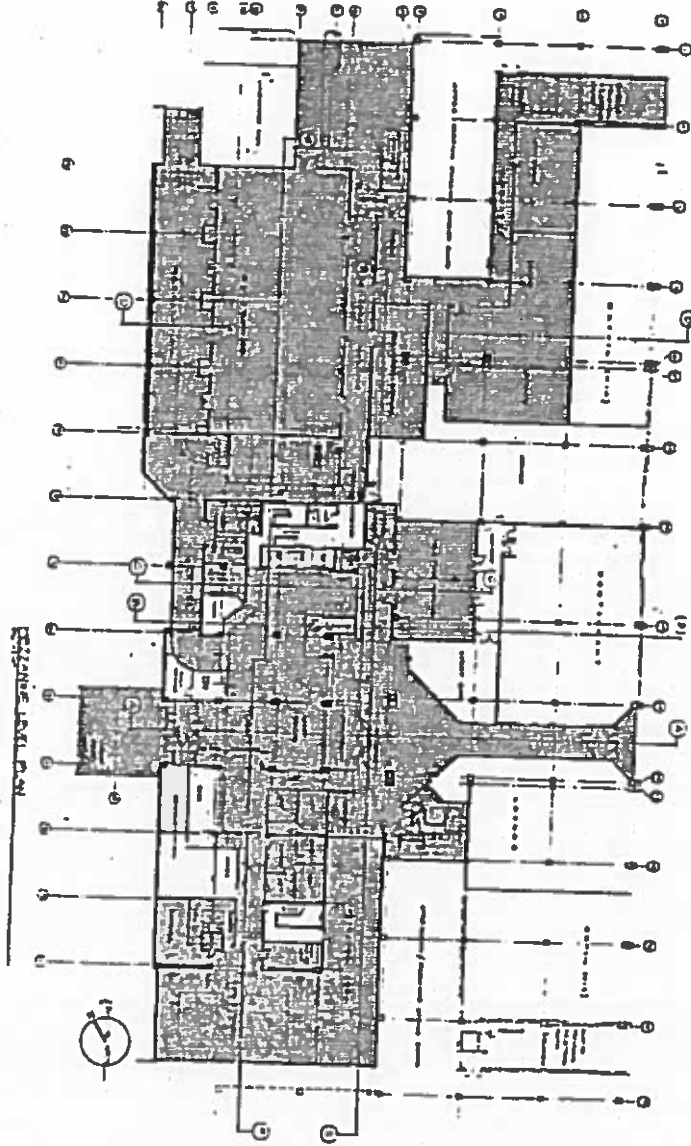


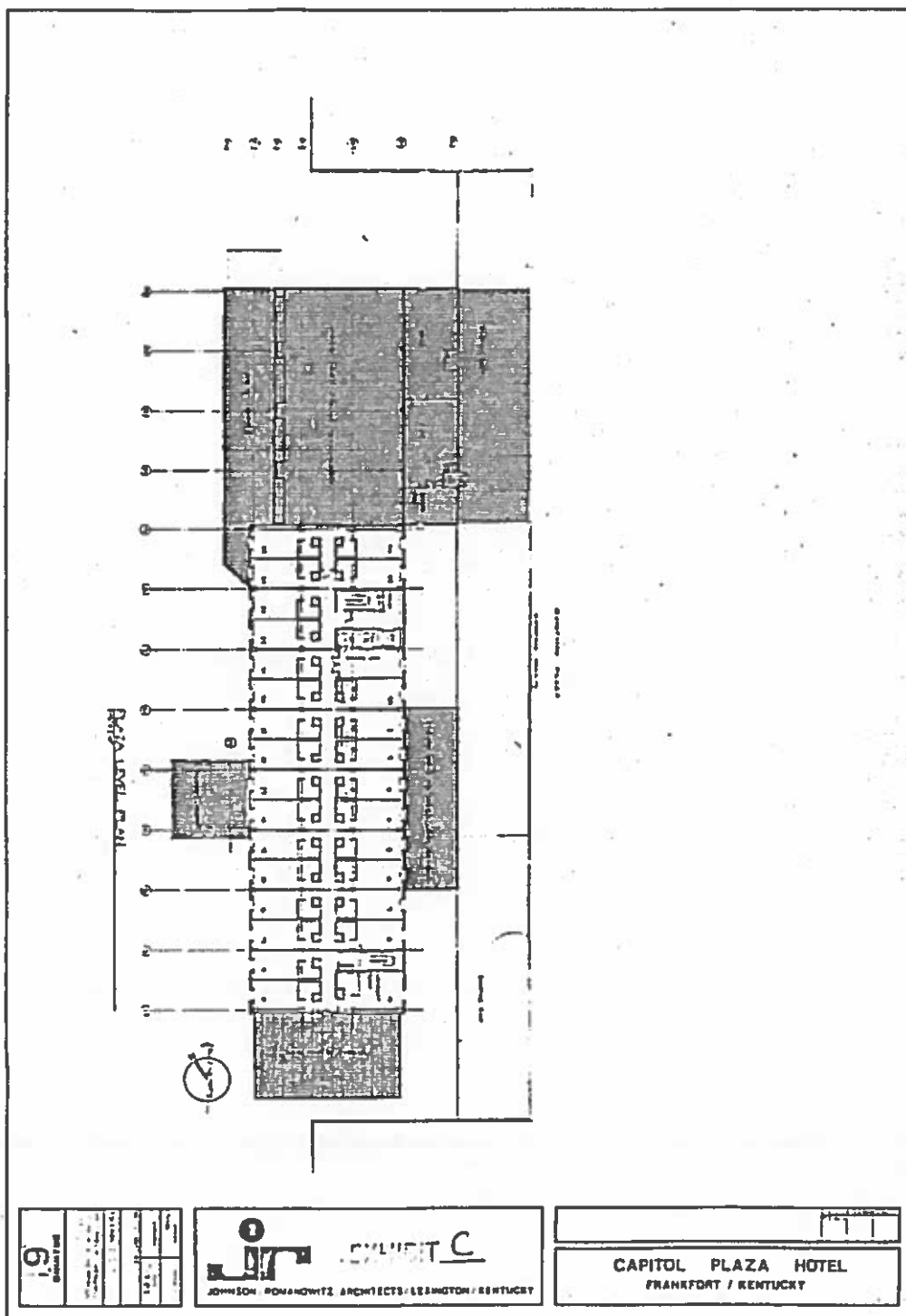
EXHIBIT C

5	DATE	12/1/54
	BY	J. H. H. / J. H. H.
NO.	1	
PROJECT	CAPITOL PLAZA HOTEL	
ARCHITECT	JOHNSON BOMANNOWITZ ARCHITECTS - LEXINGTON, KENTUCKY	

 **EXHIBIT C**
JOHNSON BOMANNOWITZ ARCHITECTS - LEXINGTON, KENTUCKY

CAPITOL PLAZA HOTEL
FRANKFORT / KENTUCKY

544



19
DATE
BY
SCALE
1:1

JOHNSON RONKOWITZ ARCHITECTS **LEESINGTON, KENTUCKY**

CAPITOL PLAZA HOTEL
FRANKFORT / KENTUCKY

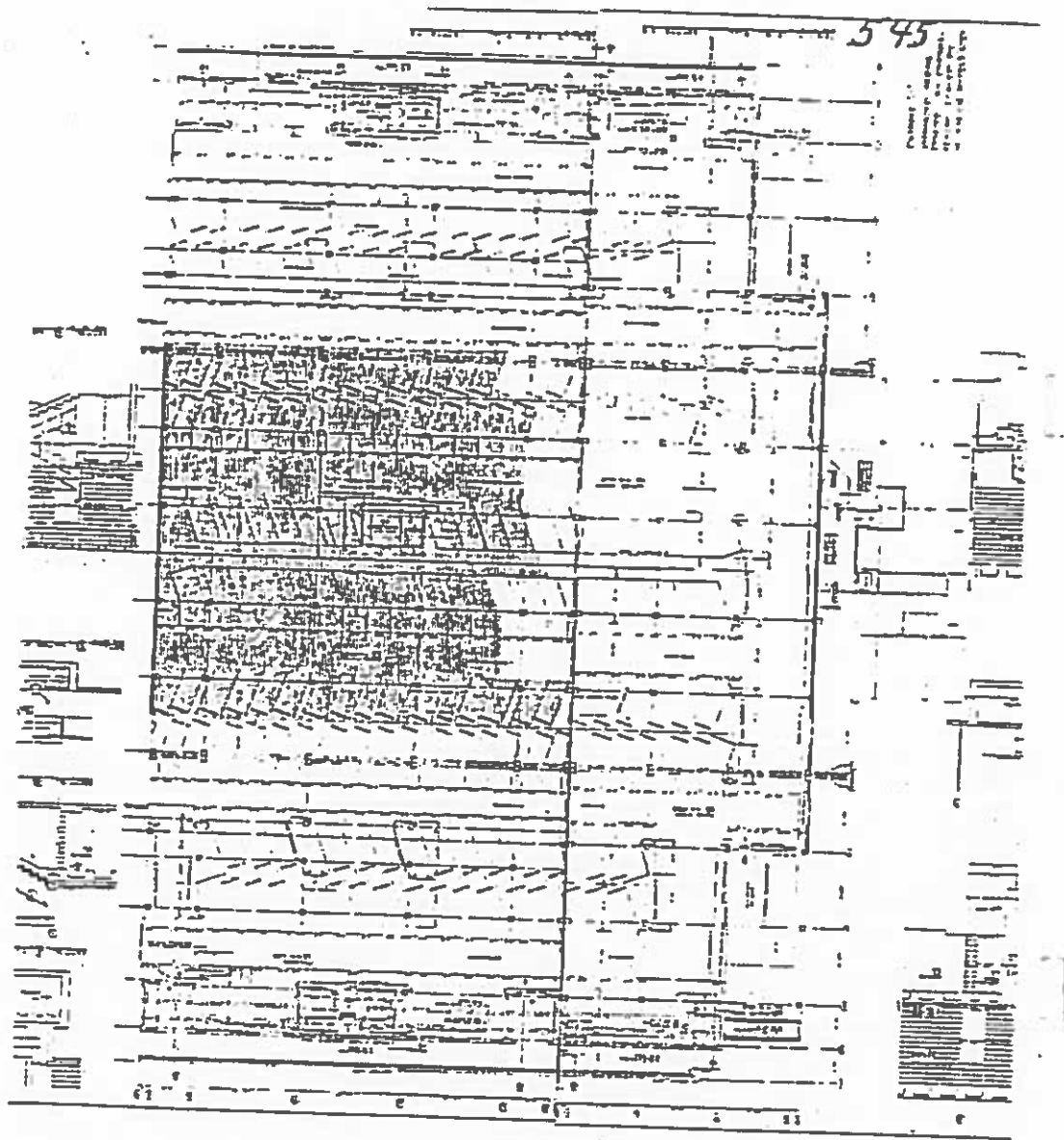
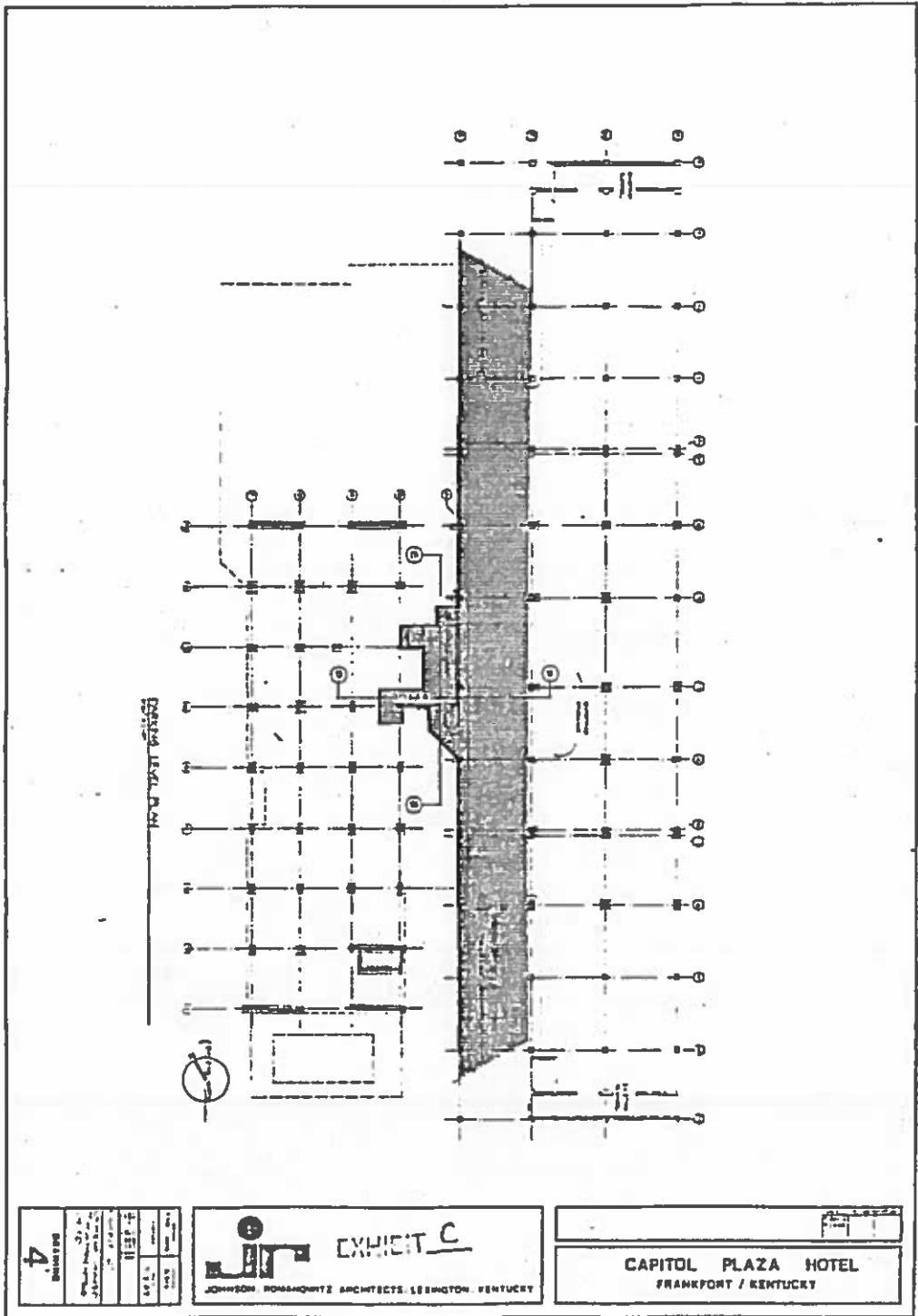


EXHIBIT C

546



547

LIST OF PLANS AND SPECIFICATIONS
(All Dated December 1, 1982)

<u>Drawing</u>	<u>Title</u>	<u>Prepared By</u>
C1	Site Survey	Johnson, Romanowitz Architects
C2	Site Plan	Johnson, Romanowitz Architects
C3	Parking Level Plan	Johnson, Romanowitz Architects
C4	Mezzanine Level Plan	Johnson, Romanowitz Architects
C5	Plaza Level Plan	Johnson, Romanowitz Architects
C6	Typical Upper Level Floor Plan	Johnson, Romanowitz Architects
C7	2nd Floor Plan	Johnson, Romanowitz Architects
C8	3rd thru 7th Floor Plan and 8th Floor Plan	Johnson, Romanowitz Architects
C9	Roof Plan	Johnson, Romanowitz Architects
C10	Elevations	Johnson, Romanowitz Architects
C11	Building Section	Johnson, Romanowitz Architects
C12	Building Section	Johnson, Romanowitz Architects
C13	Building Section	Johnson, Romanowitz Architects
C14	Building Section	Johnson, Romanowitz Architects
C15	Enlarged North Core	Johnson, Romanowitz Architects
C16	Enlarged South Core	Johnson, Romanowitz Architects

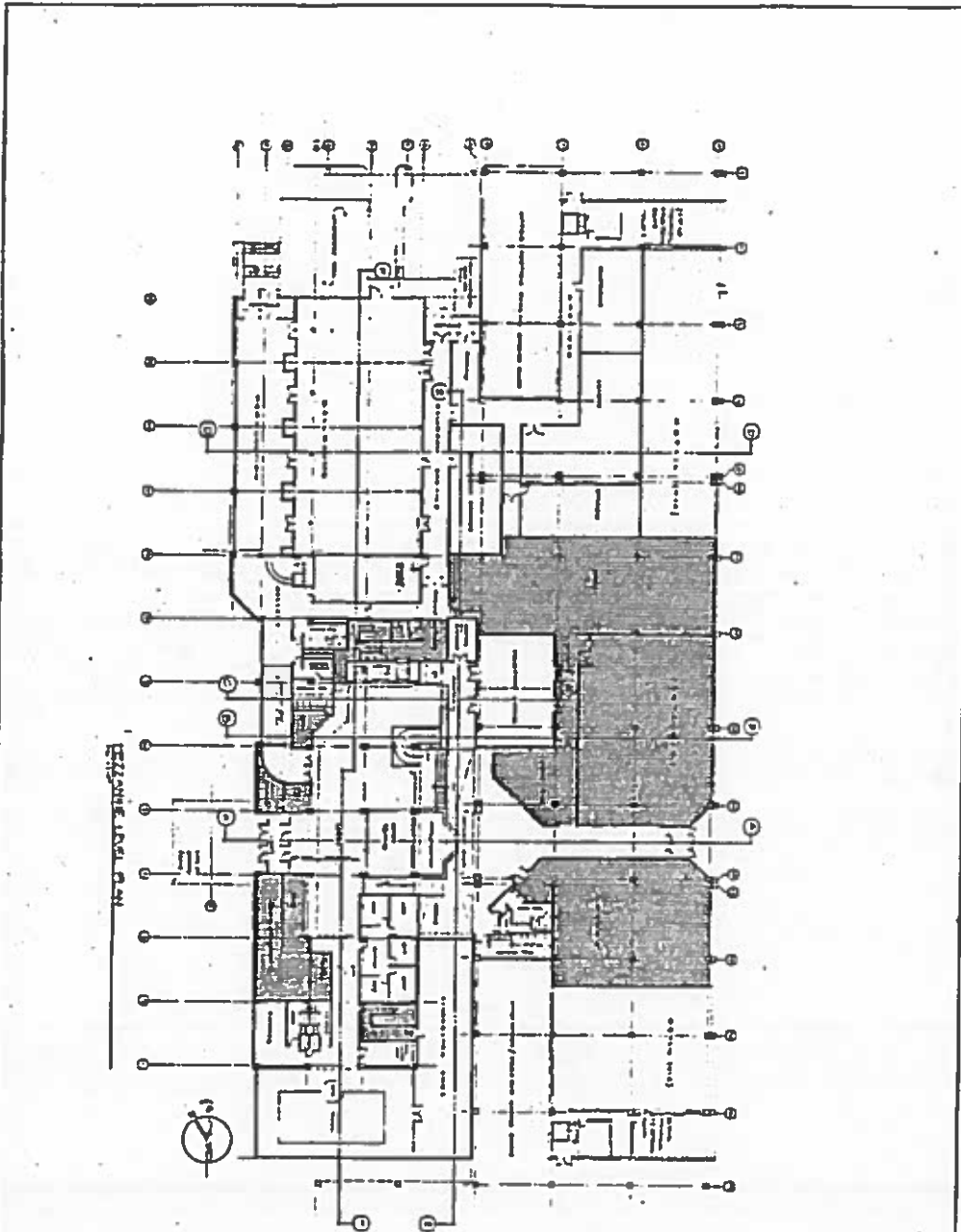
EXHIBIT D

548


C17	North Stairwell Section	Johnson, Romanowitz Architects
C18	South Stairwell Section	Johnson, Romanowitz Architects
C19	Elevator Section	Johnson, Romanowitz Architects
C20	Enlarged Guest Rooms	Johnson, Romanowitz Architects
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C30	Structural Tenth Floor Plan	Intertech, Inc.
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C32	Structural Penthouse Floor & Roof Framing Plan	Intertech, Inc.
C33	Structural Foundation Sections & Details	Intertech, Inc.

EXHIBIT D

552

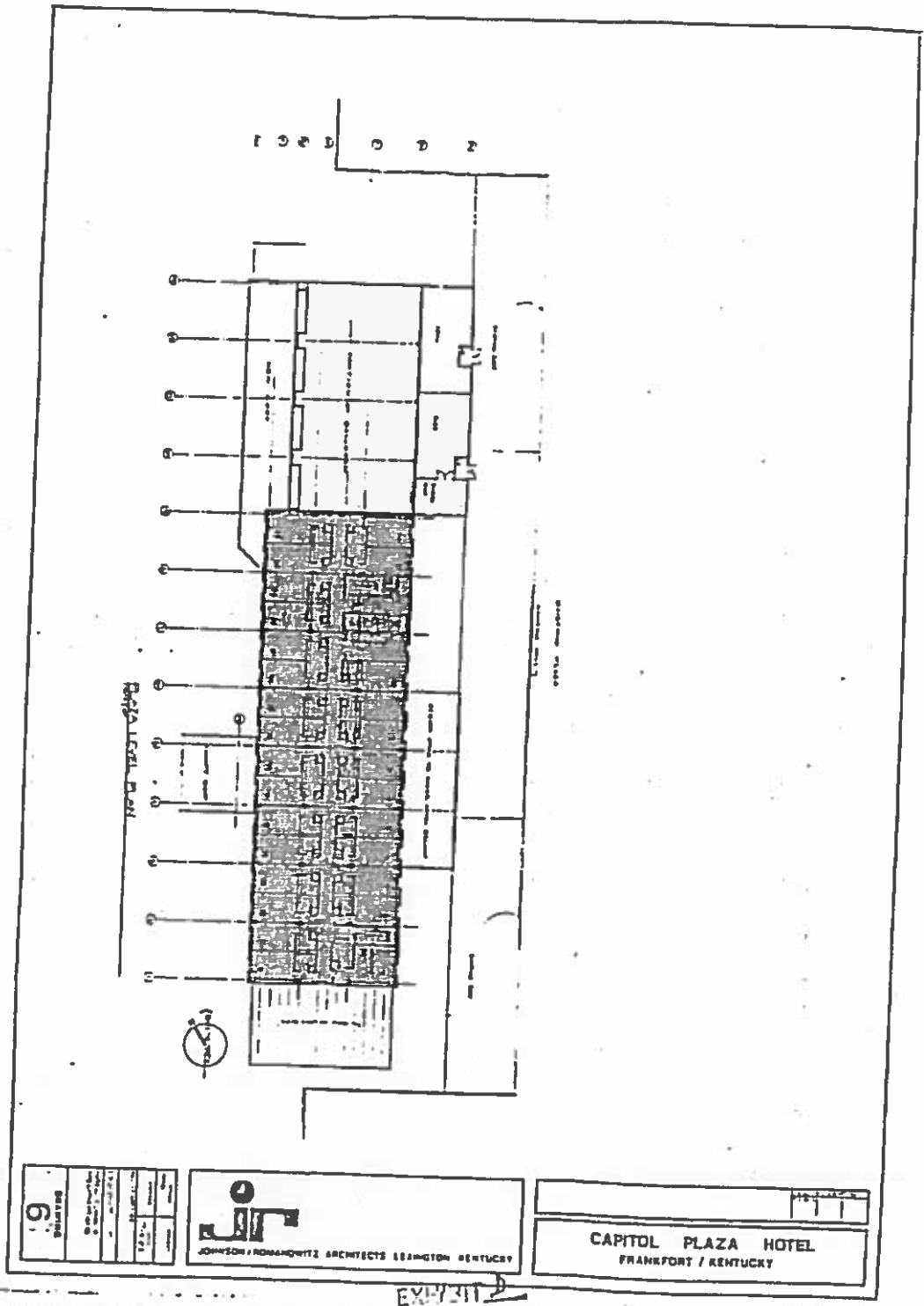


5
DATE
BY
SCALE
PROJECT
NO.


JOHNSON / ROMANIWICZ ARCHITECTS, LEHINGTON, KENTUCKY

CAPITOL PLAZA HOTEL
FRANKFORT / KENTUCKY

EXHIBIT 1



6.	DRIVING
DATE	11-1-81
BY	J. H. JOHNSON
CHECKED BY	J. H. JOHNSON
SCALE	AS SHOWN

JH
JOHNSON / ROMANOWITZ ARCHITECTS LEANINGTON KENTUCKY

CAPITOL PLAZA HOTEL
FRANKFORT / KENTUCKY

EXHIBIT 2

554

ALL RIGHTS FOR THE CAPITOL
PLAZA HOTEL
(Lounge)

All that real property in the City of Frankfort, County of Franklin, Commonwealth of Kentucky, directly above the Parking Garage located on the south side of Wilkinson Blvd. between Hero Street and Clinton Street more particularly described as follows:

All that real property which lies above a horizontal plane beginning at elevation 502.0 feet (the "Lower Plane") and which lies below another horizontal plane beginning at elevation 512.0 feet (the "Upper Plane") all of which is situated directly above and is bounded by the following described parcel of land:

beginning at a point 131.95 feet from the south right of way line of Wilkinson Blvd. and 90.0 feet from the east right of way line of Clinton Street; thence N 27° 34' 30" E 22.0 feet; thence S 62° 25' 30" W 8.0 feet; thence N 17° 25' 30" W 10.0 feet; thence N 72° 34' 30" E 14.1 feet; thence S 62° 25' 30" E 58.0 feet; thence S 17° 25' 30" E 9.9 feet; thence S 27° 34' 30" W 41.5 feet; thence N 62° 25' 30" W 60.0 feet; thence N 27° 34' 30" E 10.0 feet to the point of Beginning and containing 3064 square feet.

EXHIBIT D

555

AIR RIGHTS FOR THE CAPITOL
PLAZA HOTEL
(Kitchen, Restaurant, Lobby Bar)

All that real property in the City of Frankfort, County of Franklin, Commonwealth of Kentucky, directly above the Parking Garage located on the south side of Wilkinson Blvd. between Mero Street and Clinton Street more particularly described as follows:

All that real property which lies above a horizontal plane beginning at elevation 502.0 feet (the "Lower Plane") and which lies below another horizontal plane beginning at elevation 512.0 feet (the "Upper Plane") all of which is situated directly above and is bounded by the following described parcel of land:

Beginning at a point 101.95 feet from the south right of way line of Wilkinson Blvd. and 216.0 feet from the east right of way line of Clinton Street; thence N 27° 34' 30" E 30.0 feet; thence S 62° 25' 30" E 8.0 feet; thence N 27° 34' 30" E 19.0 feet; thence S 62° 25' 30" E 6.5 feet; thence S 27° 34' 30" W 11.0 feet; thence S 62° 25' 30" E 74.0 feet; thence S 27° 34' 30" W 105.5 feet; thence S 72° 34' 30" W 9.9 feet; thence N 62° 25' 30" W 58.0 feet; thence N 17° 25' 30" W 24.7 feet; thence S 27° 34' 30" E 11.5 feet; thence S 62° 25' 30" E 23.0 feet; thence N 27° 34' 30" E 45.0 feet; thence N 62° 25' 30" W 29.0 feet to the point of Beginning and containing 8105 square feet.

EXHIBIT D

556

AIR RIGHTS FOR THE CAPITOL
PLAZA HOTEL TOWER

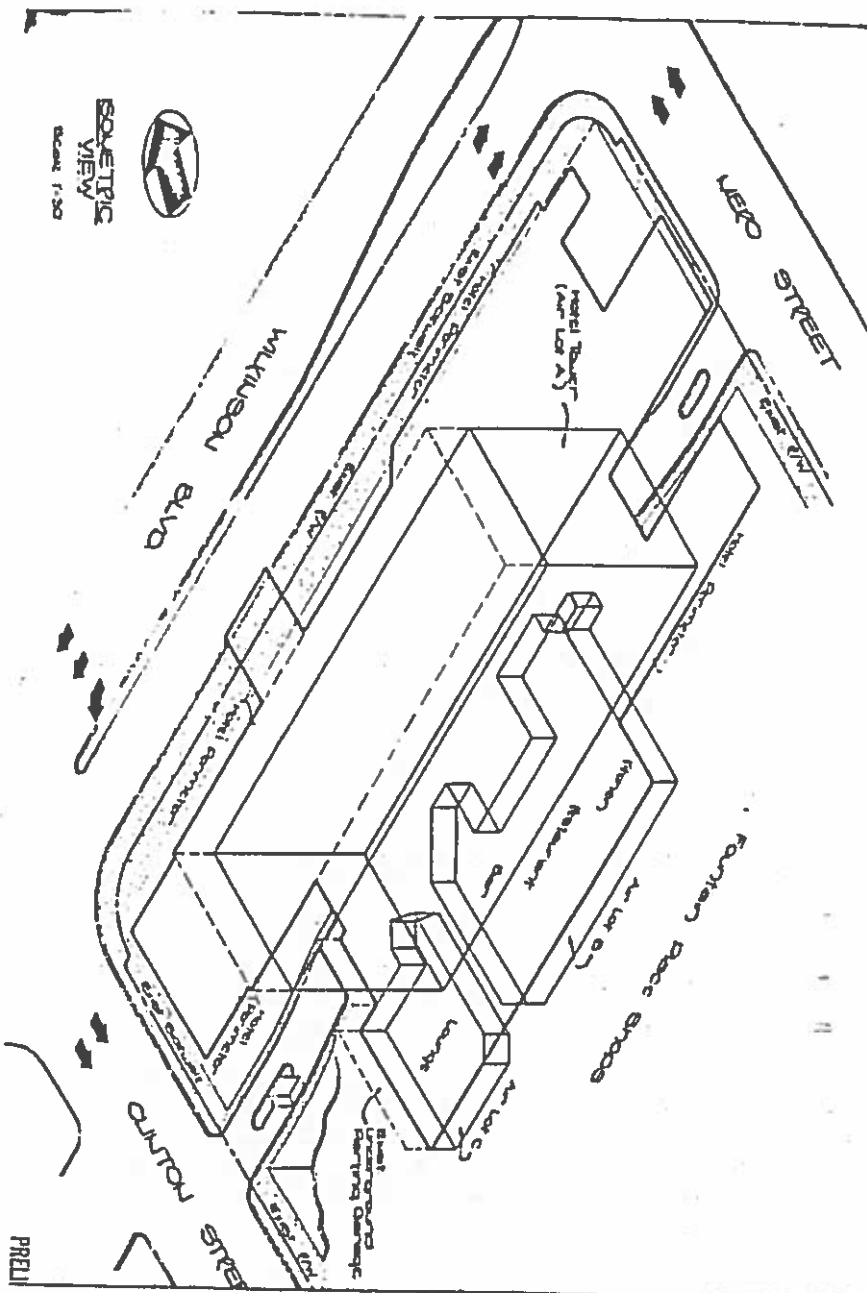
All that real property in the City of Frankfort, County of Franklin, Commonwealth of Kentucky, directly above the first floor extending to the ceiling of the 8th floor of the building located on the south side of Wilkinson Blvd. between Mero Street and Clinton Street more particularly described as follows:

All that real property which lies above a horizontal plane beginning at elevation 516.0 feet (the "Lower Plane") and which lies below another horizontal plane beginning at elevation 577.33 feet (the "Upper Plane"), said volume of air space having width of 62.67 feet and a height of 61.33 feet and a length of 202.50 feet, all of which is situated directly above and is bounded by the following described parcel of land:

Beginning at a point 17.40 feet from the south right of way line of Wilkinson Blvd. and 46.0 feet from the east right of way line of Clinton Street; thence N 27° 34' 30" E 202.50 feet; thence S 62° 25' 30" E 62.67 feet; thence S 27° 34' 30" W 202.50 feet; thence N 62° 25' 30" W 62.67 feet to the point of Beginning.

The above described parcel contains 12691 square feet.

EXHIBIT D

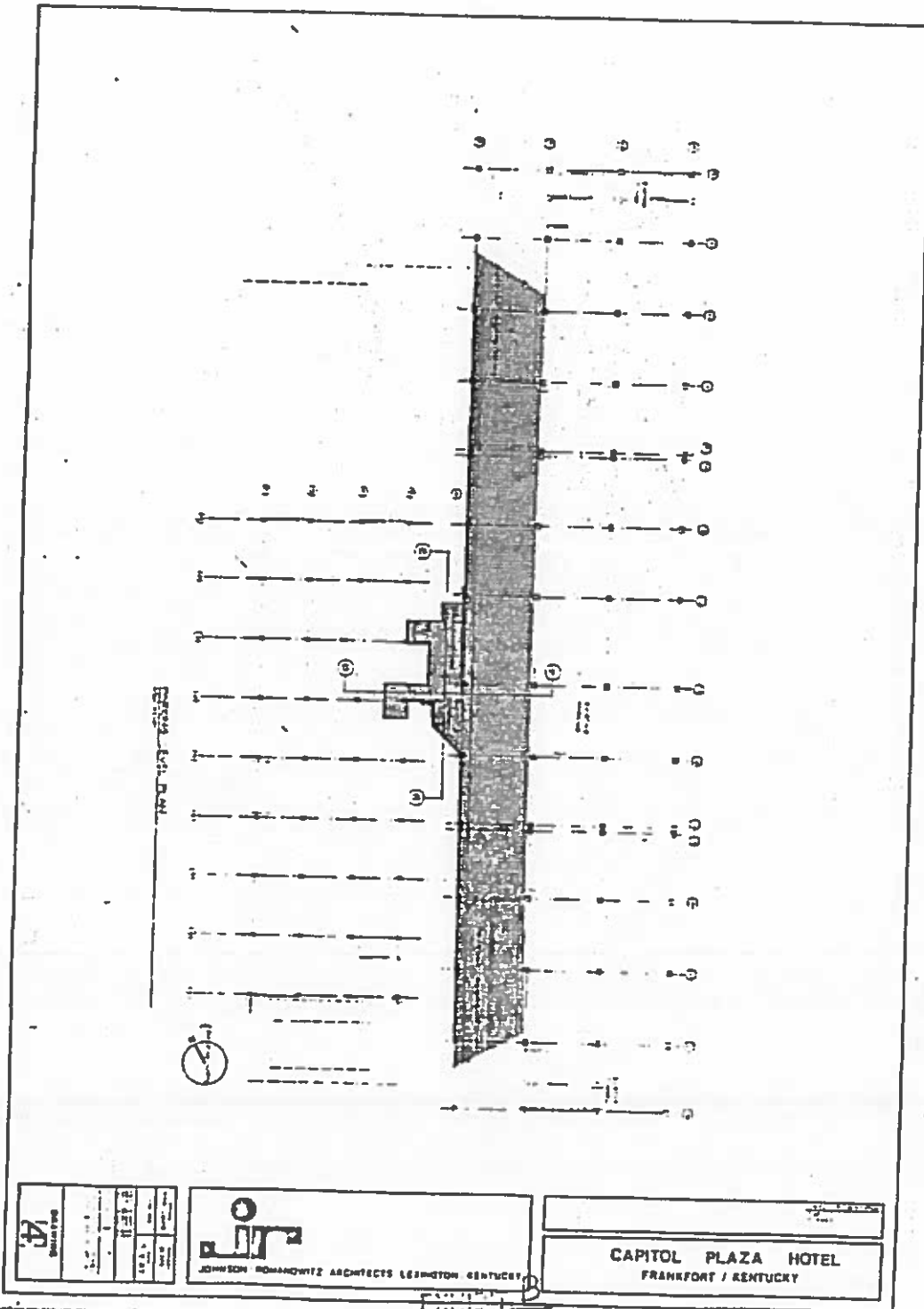


PRELIMINARY

	<p>LE OREGG & ASSOC. Consulting Services Langston, Kentucky</p>
<p>LEO A. OREGG Professional Engineer No. 1000 Langston, Kentucky</p>	<p>LEO A. OREGG & ASSOC. Langston, Kentucky</p>
<p>LEO A. OREGG & ASSOC. CAPITOL PLAZA HOTEL Frankfort, Kentucky WILKINSON HOTELS, LTD</p>	

EXHIBIT E

540



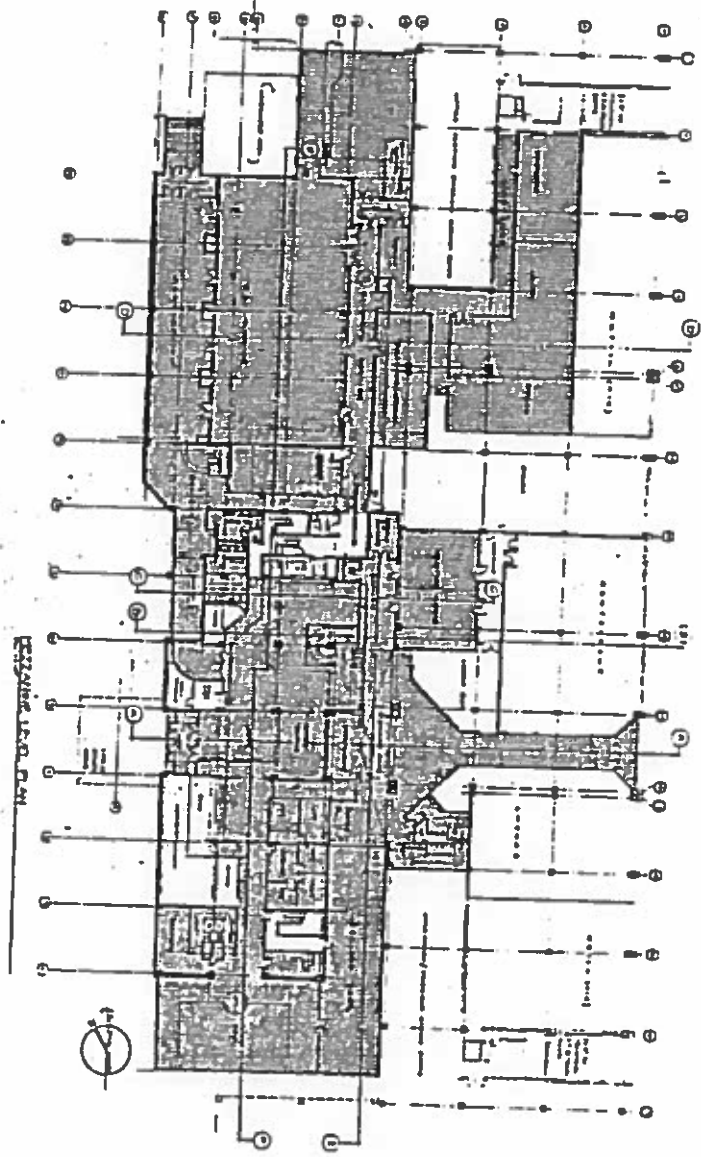
DATE	1/11/11
BY	J.R.
CHECKED	J.R.
SCALE	1/8" = 1'-0"
PROJECT	CAPITOL PLAZA HOTEL
LOCATION	FRANKFORT, KY
ARCHITECT	JOHNSON ROMANOWITZ ARCHITECTS
DATE	1/11/11



JOHNSON ROMANOWITZ ARCHITECTS LEWISTON KENTUCKY


CAPITOL PLAZA HOTEL
FRANKFORT / KENTUCKY

541



RENDERING BY J. D. DUNN

15	DATE	1/15/68
	BY	J. D. DUNN
PROJECT CAPITOL PLAZA HOTEL FRANKFORT, KENTUCKY		


EXHIBIT B
 JOHNSON / ROMANOWICZ / ARCHITECTS / LEXINGTON / KENTUCKY

CAPITOL PLAZA HOTEL
 FRANKFORT / KENTUCKY

C34	Structural Sections & Details	Intertech, Inc.
C35	Structural Sections & Details	Intertech, Inc.
C36	Structural Slab Reinf. Column Schedule Details	Intertech, Inc.
C37	Structural Shear Wall Details	Intertech, Inc.

EXHIBIT D

550

CAPITOL PLAZA HOTEL

All that real property in the City of Frankfort, County of Franklin, Commonwealth of Kentucky, located on the south side of Wilkinson Blvd. between Moro Street and Clinton Street more particularly described as follows:

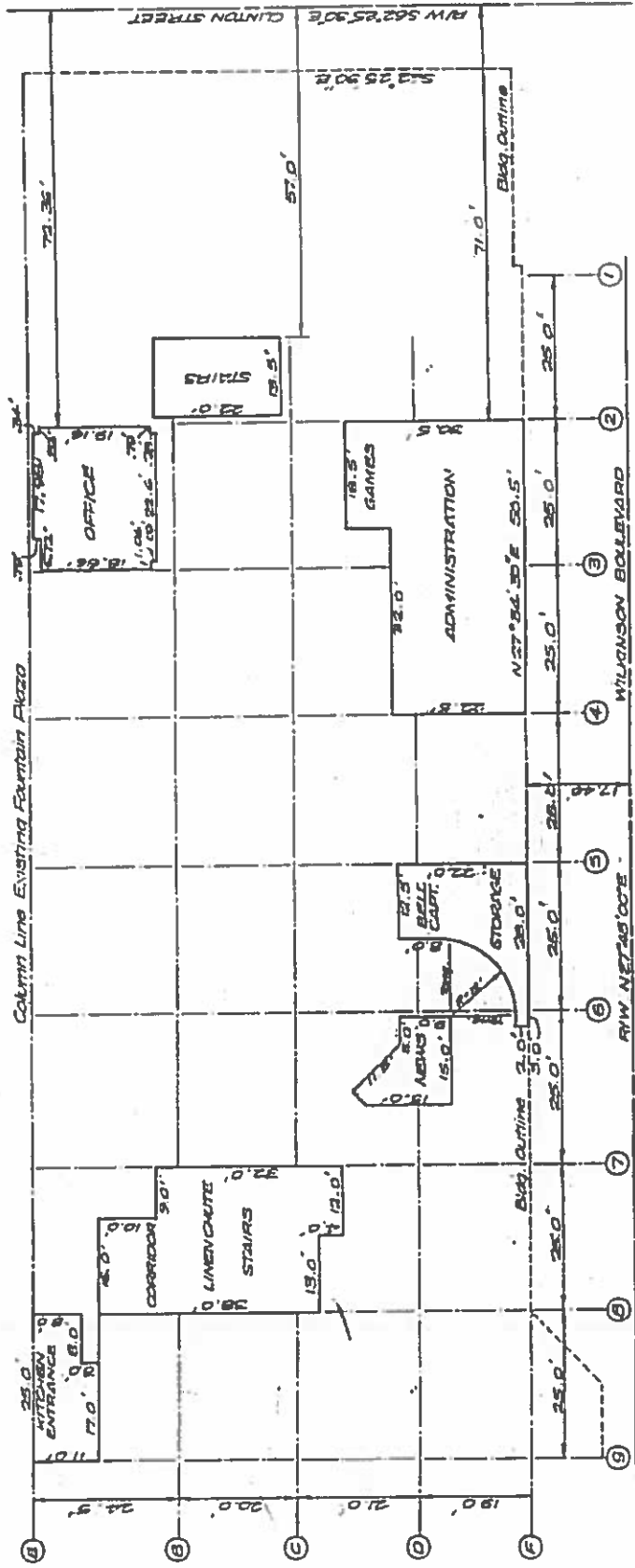
- a) (Administration) Beginning at a point 17.40 feet from the south right of way line of Wilkinson Blvd. and 71.0 feet from the east right of way line of Clinton Street; thence N 27° 34' 30" E 50.5 feet; thence S 62° 25' 30" E 22.5 feet; thence S 27° 34' 30" W 32.0 feet; thence S 62° 25' 30" E 8.0 feet; thence S 27° 34' 30" W 18.5 feet; thence N 62° 25' 30" W 30.5 feet to the point of beginning, and containing 1284 square feet.
- b) (Stairs) Beginning at a point 58.5 feet from the south right of way line of Wilkinson Blvd. and 57.0 feet from the east right of way line of Clinton Street; thence N 27° 34' 30" E 11.5 feet; thence S 62° 25' 30" E 22.0 feet; thence S 27° 34' 30" W 11.5 feet; thence N 62° 25' 30" W 22.0 feet to the point of beginning and containing 297 square feet.
- c) (Bell Captain & Storage) Beginning at a point 17.40 feet from the south right of way line of Wilkinson Blvd. and 146.0 feet from the east right of way line of Clinton Street; thence S 27° 34' 30" E 28.0 feet; thence S 62° 25' 30" E 2.0 feet; thence S 27° 34' 30" W 3.5 feet; thence along an arc 18.85 feet, the chord of which is S 17° 25' 30" E 16.97 feet; thence S 62° 25' 30" E 8.0 feet; thence S 27° 34' 30" W 12.5"; thence N 62° 25' 30" W 22.0 feet to the point of beginning and containing 337 square feet.
- d) (News) Beginning at a point 31.4 feet from the south right of way line of Wilkinson Blvd. and 73.5 feet from the east right of way line of Clinton Street; thence N 27° 34' 30" E 15.0 feet; thence S 62° 25' 30" E 15.0 feet; thence S 17° 25' 30" E 3.0 feet; thence S 72° 34' 30" W 11.5 feet; thence S 27° 34' 30" W 5.0 feet; thence N 62° 25' 30" W 9.0 feet to the point of beginning, and containing 185 square feet.
- e) (Corridor, Linen Chute and Stairs) Beginning at a point 50.0 feet from the south right of way line of Wilkinson Blvd. and 144.0 feet from the east right of way line of Clinton Street; thence N 27° 34' 30" E 12.0 feet; thence S 62° 25' 30" E 2.0 feet; thence N 27° 34' 30" E 13.0 feet; thence S 62° 25' 30" E 18.0 feet; thence S 27° 34' 30" W 16.0 feet; thence N 62° 25' 30" W 10.0 feet; thence S 27° 34' 30" W 9.0 feet; thence N 62° 25' 30" W 32.0 feet to the point of beginning and containing 908 square feet.

EXHIBIT D

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- f) (Kitchen Entrance) Beginning at a point 92.0 feet from the south right of way line of Wilkinson Blvd. and 232.0 feet from the east right of way line of Clinton Street; thence N 27° 34' 30" E 17.0 feet; thence S 62° 25' 30" E 11.0 feet; thence S 27° 34' 30" W 25.0 feet; thence N 62° 25' 30" W 8.0 feet; thence N 27° 34' 30" E 8.0 feet; thence N 62° 25' 30" W 3.0 feet to the point of Beginning and containing 251 square feet.

EXHIBIT D



CAPITAL PLAZA HOTEL

that real property in the City of Frankfort, County of Franklin, Commonwealth of Kentucky, located on the south side of Wilkinson -
 i. between Hero Street and Clinton Street more particularly