EXHIBIT A

PARCEL B BLOCK
SOURCE DEED
HOTEL LEASE/AMENDMENTS

PARCEL C
SOURCE DEED (SEE SOURCE DEED FOR PARCEL B BLOCK)
YMCA LEASE/AMENDMENTS
DEED OF CONVEYANCE
AND
DEED OF CORRECTION

THIS DEED, made and entered into at Frankfort, Kentucky this the
17th day of November, 1876, by and between the URBAN
RENEWAL AND COMMUNITY DEVELOPMENT AGENCY OF FRANKFORT,
KENTUCKY, (formerly the Slum Clearance and Redevelopment Agency of Frank-
fort, Kentucky), Grantor, and THE COMMONWEALTH OF KENTUCKY, Grantee,
for the purpose of conveying tracts numbers one, two and three, and for the pur-
pose of correcting the description of tract number four heretofore conveyed by
Grantor to Grantee by deed dated August 22, 1866, and recorded in Deed Book 217
page 176.

WITNESSETH: For and in consideration of the sum of Eight Hundred
Five Thousand, Two Hundred Twenty Dollars, Fifty-Four Cents ($805,220.54), at
heretofore paid, or paid herewith, and the receipt of which is hereby acknowledged
by Grantor; Grantor does hereby grant, sell, alien and convey to the Grantee, its
successors and assigns the parcels of land hereinafter designated as tracts num-
bers one, two and three, and for and in consideration of the receipt by Grantor
from Grantee at the sum of Two Hundred Six Thousand, One Hundred Eighty-Six
Dollars, Ninety Cents ($206,186.90), heretofore paid or paid herewith and of a
deed from Grantee to Grantor of even date hereto reconveying to Grantor that
certain parcel of land described in a deed from Grantor to Grantee dated August
22, 1866, and recorded in Deed Book 217, page 176, in which an error in de-
scription was contained, and in order to correct said error and to accomplish
Grantee's wish and request that a single deed show the conveyance to Grantee of
all of the sites in Frankfort, Franklin County, Kentucky, heretofore contracted for by Grantee. The Commonwealth of Kentucky, for the construction and development of a public project to be known as the "Capital Plaza Complex." Grantee does hereby grant, sell, sites and convey unto Grantee, its successors and assigns, the parcels of land hereinafter designated.

All of said tracts of land are more particularly described as follows:

TRACT NO. ONE (Survey Tract 3)

Beginning at the intersection of the northern right-of-way line of Merco Street with the eastern right-of-way line of Wilkinson Street; thence, N.39° 54' 00" W 4.151 feet to a point; thence, with a 25-foot radius curve to the right, 41.173 feet to a point in the Wilkinson Street right-of-way, said point also being N. 20° 29' 53" W 36.088 feet from the previous point; thence, continuing with Wilkinson Street, N. 37° 03' 00" E 330.20 feet to a point; thence, with a thirty-foot radius curve to the right, 28.80 feet to a point, said point also being N. 53° 36' 54" E 27.951 feet from the previous point; thence, N. 29° 54' 00" E 5.24 feet to a point in the southern right-of-way of Hill Street; thence, with Hill Street, S. 89° 06' 00" E 855.32 feet to a point; thence, N. 39° 54' 00" E 2.92 feet to a point; thence, with a 25-foot radius curve to the right, 25.796 feet to a point in the western right-of-way of St. Clair Street; said point also being S. 32° 45' 54" E 22.888 feet from the previous point; thence, with St. Clair Street, S. 29° 41' 00" W 332.652 feet to a point in the northern right-of-way of Merco Street; thence, with Merco Street, N. 69° 00' 00" W 333.397 feet to the point of beginning and containing 7.976 acres.

a. Being a part of the property acquired by Grantee from the Board of Education of Frankfort, Kentucky, by deed dated the 7th day of December, 1960, and recorded in Deed Book 204, page 484, and

b. Being a part of the property acquired by Grantee from the Frankfort Electric and Water Plant Board and the City of Frankfort, Kentucky by deed dated the 13th day of May, 1959, and recorded in Deed Book 161, page 547, and

c. Being a part of the property acquired by Grantee from Robert Switzer, et al., by deed dated the 13th day of May, 1960, and recorded in Deed Book 163, page 505, and

d. Being a part of the property acquired by Grantee by two deeds, one from Florence Wakefield, et al., by deed dated June 2, 1961, and recorded in Deed Book 172, page 335, and the other from William A. Young, statutory guardian for Ronnie Van Cleave, by deed dated January 31, 1962, and recorded in Deed Book 172, page 335, and

e. Being a part of the property acquired by Grantee from Cecil Warren, et al., by deed dated the 30th day of June, 1960, and recorded in Deed Book 164, page 208, and
. f. Being a part of the property acquired by Grantor from Paul J. McDaniel, et al., by deed dated the 15th day of June, 1862, and recorded in Deed Book 176, page 59, and

. g. Being a part of the property acquired by Grantor from Zen Thrasher, et al., by deed dated the 23rd day of April, 1932, and recorded in Deed Book 174, page 81, and

. h. Being a part of "Tract One" acquired by Grantor from O. T. Moore, by deed dated the 17th day of June, 1999, and recorded in Deed Book 158, page 285, and

. i. Being a part of the property acquired by Grantor from Ruby C. Jackson, et al., by deed dated the 28th day of November, 1982, and recorded in Deed Book 178, page 491, and

. j. Being a part of the property acquired by Grantor from Laura F. Chase, by deed dated the 2nd day of November, 1988, and recorded in Deed Book 188, page 59, and

. k. Being a part of "Tract No. 11" and all of "Tract No. 10" and all of "Tract No. 19" acquired by Grantor from Charles E. Walsenburgh, et al., by deed dated the 10th day of February, 1992, and recorded in Deed Book 172, page 581, and

. l. Being all of the property acquired by Grantor from Clara M. Britton, et al., by deed dated the 16th day of April, 1862, and recorded in Deed Book 174, page 35, and

. m. Being a part of "Tract No. 316-17" and all of "Tract No. 316-11" acquired by Grantor from Slim Handy, et al., by deed dated the 12th day of April, 1991, and recorded in Deed Book 186, page 105, and

. n. Being a part of the property acquired by Grantor from Ida Howard, by deed dated the 11th day of June, 1981, and recorded in Deed Book 189, page 251, and

. o. Being a part of the property acquired by Grantor from Leslie Humphrey, et al., by deed dated the 6th day of February, 1963, and recorded in Deed Book 177, page 249, and

. p. Being all of "Tract No. 3" and "Tract No. 4" and "Tract No. 5" acquired by Grantor from Emma F. Ulback, Executrix, by deed dated the 19th day of September, 1999, and recorded in Deed Book 180, page 318, and

. q. Being all of the property acquired by Grantor from Nina B. O'Banion, et al., by deed dated the 10th day of June, 1983, and recorded in Deed Book 183, page 443, and

. r. Being all of the property acquired by Grantor from Ellen Taylor, et al., by deed dated the 24th day of October, 1984, and recorded in Deed Book 188, page 404, and
a. Being all of "Tract One" and "Tract Two" acquired by Grantor from A. Douglas Estill, et al., by deed dated the 11th day of June, 1959, and recorded in Deed Book 159, page 234, and

l. Being all of the property acquired by Grantor from Marcelle Curry, by deed dated the 27th day of June, 1959, and recorded in Deed Book 164, page 322, and

u. Being all of the property acquired by Grantor from James C. Brown, et al., by deed dated the 28th day of July, 1958, and recorded in Deed Book 189, page 581, and

v. Being all of "Parcel III" and "Parcel V" acquired by Grantor from Jane Duval, et al., by deed dated the 28th day of June, 1959, and recorded in Deed Book 178, page 269, and

w. Being all of first tract described in deed acquired by Grantor from Sloth Moore, et al., by deed dated the 28th day of October, 1959, and recorded in Deed Book 161, page 83, and

x. Being all of the property acquired by Grantor from Ovela Bladens Girtton, et al., by deed dated the 7th day of March, 1962, and recorded in Deed Book 172, page 559, and

y. Being all of the property acquired by Grantor from Edgar E. Humes, et al., by deed dated the 30th day of March, 1963, and recorded in Deed Book 173, page 110, and

z. Being all of the property acquired by Grantor from Susan Scott, et al., by deed dated the 13th day of December, 1959, and recorded in Deed Book 188, page 385, and

aa. Being all of "Block No. 316-31; 316-33; and 317-27" acquired by Grantor from Bowman Gaines Realty Company, by deed dated the 16th day of October, 1960, and recorded in Deed Book 185, page 360, and

bb. Being all of the property acquired by Grantor from Mary C. Williams, by deed dated the 3rd day of August, 1961, and recorded in Deed Book 170, page 220, and

c. Being all of Parcels No. 6-7 and 8 acquired by Grantor from John R. Buckner, et al., by deed dated the 24th day of April, 1961, and recorded in Deed Book 160, page 192, and

dd. Being all of the property acquired by Grantor from John R. Buckner, et al., by deed dated the 30th day of April, 1962, and recorded in Deed Book 174, page 53, and

ee. Being all of the property acquired by Grantor from Jessie Hels, et al., by deed dated the 7th day of March, 1962, and recorded in Deed Book 172, page 554, and
ff. Being all of the property acquired by Grantor from Robert S. Henry, et al., by deed dated the 6th day of January, 1961, and recorded in Deed Book 106, page 595, and

gg. Being all of the property acquired by Grantor from Katie Combs by deed dated the 24th day of November, 1959, and recorded in Deed Book 101, page 312, and

hh. Being all of "Tract No. 316-41" acquired by Grantor from Silas Ford, et al., by deed dated the 8th day of December, 1951, and recorded in Deed Book 171, page 409, and

ii. Being all of the property acquired by Grantor from Estate of Lizzie P. Brown, et al., by deed dated the 17th day of June, 1961, and recorded in Deed Book 169, page 248, and

jj. Being all of the property acquired by Grantor from Jessie P. Roach, by deed dated the 7th day of September, 1961, and recorded in Deed Book 170, page 215, and

kk. Being all of "Parcel 318-44" acquired by Grantor from Mack Miller, et al., by deed dated the 22nd day of October, 1950, and recorded in Deed Book 165, page 809, and

ll. Being all of the property acquired by Grantor from Marie Henry, et al., by deed dated the 28th day of December, 1955, and recorded in Deed Book 158, page 157, and

mm. Being all of the property acquired by Grantor from Edna Marsh, by deed dated the 1st day of November, 1960, and recorded in Deed Book 156, page 95, and

nn. Being all of the property acquired by Grantor from Katie McClain, et al., by deed dated the 17th day of August, 1950, and recorded in Deed Book 154, page 569, and

oo. Being a part of the property acquired by Grantor from Isatia Hancock Ashby, et al., by deed dated the 26th day of July, 1960, and recorded in Deed Book 165, page 5, and

pp. Being a part of the property acquired by Grantor from A. L. Gordon, et al., by deed dated the 3rd day of August, 1959, and recorded in Deed Book 160, page 92, and

qq. Being all of "Block 317, parcel 3, tracts 1 and 2" acquired by Grantor from Mary E. Tracey Ellis, et al., by deed dated the 3rd day of May, 1941, and recorded in Deed Book 168, page 275, and

rr. Being all of the property acquired by Grantor from Scott Jameson, et al., by deed dated the 30th day of April, 1984, and recorded in Deed Book 186, page 568, and
ss. Being all of the property acquired by Grantor from Viola Anderson, et al., by deed dated the 22nd day of March, 1955, and recorded in Deed Book 178, page 76, and

tt. Being all of the property acquired by Grantor from Georgia Lindsey, et al., by deed dated the 31st day of October, 1963, and recorded in Deed Book 178, page 440, and

uu. Being all of the property acquired by Grantor from Lucy Anderson, et al., by deed dated the 9th day of June, 1959, and recorded in Deed Book 159, page 274, and

vv. Being all of the property acquired by Grantor from Ben Turner, et al., by deed dated the 7th day of June, 1961, and recorded in Deed Book 159, page 597, and

ww. Being all of the property acquired by Grantor from Mary Lee Hunter, by deed dated the 9th day of March, 1952, and recorded in Deed Book 179, page 550, and

xx. Being all of the property acquired by Grantor from Anna B. Williams, by deed dated the 7th day of March, 1962, and recorded in Deed Book 179, page 33, and

yy. Being all of the property acquired by Grantor from Lee Ward Johnson, et al., by deed dated the 8th day of December, 1964, and recorded in Deed Book 189, page 283, and

zz. Being all of the property acquired by Grantor from Lucille Clay Lampkins, et al., by deed dated the 7th day of January, 1964, and recorded in Deed Book 189, page 589, and

aaa. Being all of the property acquired by Grantor from Fannie Faizmiller Smock, et al., by deed dated the 21st day of January, 1961, and recorded in Deed Book 187, page 34, and

bbb. Being all of the property acquired by Grantor from Alice Anderson, et al., by deed dated the 29th day of April, 1961, and recorded in Deed Book 187, page 407, and

ccc. Being all of the property acquired by Grantor from Prudence M. Darnell, et al., by deed dated the 19th day of November, 1963, and recorded in Deed Book 182, page 157, and

ddd. Being all of the property acquired by Grantor from Willys Graham Conda, et al., by deed dated the 11th day of January, 1961, and recorded in Deed Book 187, page 126, and

eee. Being all of the property acquired by Grantor from Carole Louise Hayes, by deed dated the 21st day of July, 1960, and recorded in Deed Book 184, page 400, and
III. Being all of the property acquired by Grantor from
Lula E. Marshall, by deed dated the 31st day of October, 1962, and recorded in Deed Book 178, page 445, and

ggg. Being all of the property acquired by Grantor from
Margaret Campbell, by deed dated the 23rd day of April, 1962, and recorded in Deed Book 174, page 45, and

hhh. Being all of the property acquired by Grantor from
Emma P. Utterback by deed dated September 10, 1959, and recorded in Deed Book 150, page 318, and

iii. Being "Parcel No. 317-22 and No. 317-25" acquired
by Grantor from Emma L. Brayar, by deed dated the 31st day of March, 1961, and recorded in Deed Book 169, page 50, and

jjj. Being "Third tract" of property acquired by Grantor
from Ruth Ilson Duvali, et al., by deed dated the 2nd day of July, 1959, and recorded in Deed Book 152, page 399, and

kkk. Being "Tract No. One and Tract No. Two" acquired
by grantor from Irving Rosenstein, et al., by deed dated the 3rd day of September, 1960, and recorded in Deed Book 165, page 72, and

lll. Being all of the property acquired by Grantor from
Nellie Samuels, et al., by deed dated the 9th day of March, 1964, and recorded in Deed Book 184, page 50, and

mmm. Being all of the property acquired by Grantor from
Ada Adams, et al., by deed dated the 11th day of September, 1959, and recorded in Deed Book 150, page 391, and

nnn. Being all of the property acquired by Grantor from
W. L. Fields, by deed dated the 13th day of September, 1960, and recorded in Deed Book 165, page 140, and

ooo. Being all of the property acquired by Grantor from
Alfred Millian, et al., by deed dated the 2nd day of November, 1963, and recorded in Deed Book 176, page 449, and

ppp. Being all of the property acquired by Grantor from
George Jones, et al., by deed dated the 1st day of December, 1962, and recorded in Deed Book 176, page 460, and

qqq. Being all of the property acquired by Grantor from
Rose Workman, et al., by deed dated the 16th day of January, 1964, and recorded in Deed Book 183, page 207, and

rrr. Being all of the property acquired by Grantor from
Alice Johnson, et al., by deed dated the 28th day of June, 1964, and recorded in Deed Book 187, page 368, and

sss. Being all of the property acquired by Grantor from
Nellie Harris, by deed dated the 8th day of February, 1962, and recorded in Deed Book 172, page 318, and
ttt. Being all of the property acquired by Grantor from Annie Graham, et al., by deed dated the 30th day of April, 1905, and recorded in Deed Book 179, page 27, and

uuu. Being all of the property acquired by Grantor from Stewart R. Gordon, by deed dated the 8th day of May, 1960, and recorded in Deed Book 185, page 399, and

vvv. Being all of the property acquired by Grantor from Mary E. Bryant, by deed dated the 23rd day of May, 1982, and recorded in Deed Book 174, page 39, and

www. Being all of the property acquired by Grantor from B. T. Holmes, et al., by deed dated the 61st day of May, 1982, and recorded in Deed Book 174, page 48, and

xxx. Being all of the property acquired by Grantor from Lucinda Hutchinson, by deed dated the 1st day of May, 1981, and recorded in Deed Book 186, page 283, and

yyy. Being all of the property acquired by Grantor from Mary Holmes, by deed dated the 25th day of May, 1982, and recorded in Deed Book 174, page 49, and

zzz. Being a part of the property acquired by Grantor from Silas Kirby, et al., trustees, by deed dated the 13th day of February, 1965, and recorded in Deed Book 182, page 488, and

aaaa. Being part of the property acquired by Grantor from Elizabeth W. Simpson, et al., by deed dated the 8th day of July, 1982, and recorded in Deed Book 174, page 482, and

bbbb. Being part of "Tract No. One (317-45)" acquired by Grantor from Earnest Woodbridge, et al., by deed dated the 29th day of March, 1982, and recorded in Deed Book 174, page 29, and

cccc. Being part of the property acquired by Grantor from Pearl Evans, et al., by deed dated the 13th day of December, 1982, and recorded in Deed Book 177, page 5, and

dddd. Being part of the property acquired by Grantor from Anna Joanne Sanders, et al., by deed dated the 9th day of March, 1982, and recorded in Deed Book 172, page 57, and

aaaa. Being part of "Tract One and Tract Two" acquired by Grantor from O. T. Moore, et al., by deed dated the 17th day of June, 1982, and recorded in Deed Book 186, page 260, and

bbbb. Being part of the property acquired by Grantor from Sarah Ann Perkins, et al., by deed dated the 30th day of November, 1982, and recorded in Deed Book 181, page 40, and

cccc. Being part of the property acquired by Grantor from Mary C. Papa, by deed dated the 13th day of March, 1982, and recorded in Deed Book 172, page 544, and
III. All of that portion of Blanton Street, Washington Street, and Center Street, lying between Wilkinson Street on the West and 8th Street, on the North St. Clair Street, on the East and Meri Street, on the South, were acquired by Grantor by judgment of the Franklin Circuit Court duly entered in Action No. 70865, styled City of Frankfort, Kentucky Vs. Urban Renewal and Community Development Agency of Frankfort, Kentucky, dated September 29, 1967, and recorded in Order Book 108, page 524 in the Office of the Clerk of said Court.

TRACT NO. TWO (Survey Tract 2)

Beginning at the intersection of the eastern right-of-way line of St. Clair Street with the northern right-of-way line of Blanton Street; thence, with the northern right-of-way of Blanton Street, S 60° 24' 20" E 428.56 feet to a point in the western right-of-way of Ann Street; thence, with the western right-of-way of Ann Street, N 28° 24' 20" E 114.22 feet to a point; thence, with a stone fence, N 25° 55' 24" E 48.88 feet to a point; thence, N 58° 07' 21" W 425.23 feet to a point in the eastern right-of-way of St. Clair Street; thence, with the eastern right-of-way of St. Clair Street, S 29° 11' 20" W 192.84 feet to the point of beginning and containing 1.732 acres.

a. Being all of the property acquired by Grantor from Abbie Clark, by deed dated the 23rd day of May, 1987, and recorded in Deed Book 208, page 74, and

b. Being all of the property acquired by Grantor from Ernest Woolbridge, et al., by deed dated the 8th day of March, 1967, and recorded in Deed Book 205, page 243, and

c. Being all of the property acquired by Grantor from Fassell Powell, by deed dated the 8th day of March, 1987, and recorded in Deed Book 205, page 246, and

d. Being all of the property acquired by Grantor from Jane Conda, by deed dated the 23rd day of May, 1986, and recorded in Deed Book 202, page 152, and

f. Being all of the property acquired by Grantor fromSilas Kintz, et al., trustees, by deed dated the 2nd day of August, 1988, and recorded in Deed Book 218, page 341, and

g. Being all of the property acquired by Grantor from Anna Betsy, by deed dated the 31st day of April, 1988, and recorded in Deed Book 214, page 358, and
b. Being all of the property acquired by Grantor from Ewing Addins, by deed dated the 26th day of January, 1985, and recorded in Deed Book 192, page 476, and

l. Being all of the property acquired by Grantor from Mrs. Earl Farrah, by deed dated the 31st day of August, 1985, and recorded in Deed Book 200, page 306, and

j. Being all of the property acquired by Grantor from Earl Tracey, et al., by deed dated the 15th day of March, 1983, and recorded in Deed Book 178, page 102, and

k. Being all of the property acquired by Grantor from Addie Lindsey, by deed dated the 21st day of May, 1988, and recorded in Deed Book 215, page 212, and

l. Being all of the property acquired by Grantor from Andrew Hayes by deed dated the 28th day of March, 1987, and recorded in Deed Book 214, page 353, and

m. Being all of the property acquired by Grantor from Verline Beny Backett, et al., by deed dated the 31st day of August, 1989, and recorded in Deed Book 264, page 261, and

n. Being all of the property acquired by Grantor from Mrs. Cecil Burbridge, by deed dated the 31st day of July, 1985, and recorded in Deed Book 189, page 205, and

o. Being all of the property acquired by Grantor from John Salyers, et al., by deed dated the 5th day of December, 1985, and recorded in Deed Book 197, page 489, and

p. Being all of the property acquired by Grantor from Costella Woff, by deed dated the 18th day of April, 1988, and recorded in Deed Book 200, page 261, and

q. Being all of the property acquired by Grantor from Eula Blanton, et al., by deed dated the 30th day of June, 1989, and recorded in Deed Book 202, page 157, and

r. Being all of the property acquired by Grantor from Julia Baxter, by deed dated the 22nd day of December, 1985, and recorded in Deed Book 198, page 141.

**TRACT NO. THREE (Survey Tract No. 10)**

Beginning at the intersection of the southern right-of-way line of Marc Street with the eastern right-of-way of Wilkinson Street; thence, with the southern right-of-way of Marc Street, S 00° 06' 06" E 324.13 feet to a point in the western right-of-way of St. Clair Street; thence, with the western right-of-way of St. Clair Street, S 28° 54' 00" W 397.172 feet to a point in the northern right-of-way of Clinton Street; thence, with the northern right-of-way of Clinton Street, N 88° 06' 30" W 824.15 feet to a point in the eastern right-of-way of Wilkinson Street; thence, with the eastern right-of-way of Wilkinson Street, N 20° 54' 00" E 7.29
feet to a point; thence, continuing with Wilkinson Street and with a 25-foot radius curve to the right, 39.273 feet to a point, said point also being N 19° 06' 49" W 38.358 feet from the previous point; thence, continuing with Wilkinson Street N 29° 54' 29" E 334.076 feet to a point; thence, continuing with the eastern right-of-way of Wilkinson Street and with a 25-foot radius curve to the right 39.273 feet to a point, said point also being N 74° 36' 13" E 39.383 feet from the previous point; thence, continuing with Wilkinson Street, N 29° 54' 00" E 8.365 feet to the point of beginning and containing 7.729 acres.

a. Being all of the property acquired by Grantor from Valentine B. Christopher, et al., by deed dated the 16th day of February, 1892, and recorded in Deed Book 177, page 351, and

b. Being all of the property acquired by Grantor from Malia Brown, et al., by deed dated the 30th day of October 1904, and recorded in Deed Book 186, page 410, and

c. Being all of the property acquired by Grantor from Ernest Woodbridge, et al., by deed dated the 27th day of March, 1903, and recorded in Deed Book 176, page 70, and

d. Being all of the property acquired by Grantor from James B. Scott, et al., by deed dated the 21st day of May, 1883, and recorded in Deed Book 176, page 230, and

e. Being all of the property acquired by Grantor from Charles Fields, et al., by deed dated the 29th day of January, 1898, and recorded in Deed Book 177, page 214, and

f. Being all of the property acquired by Grantor from Annie Stine by deed dated the 13th day of December, 1892, and recorded in Deed Book 177, page 16, and

g. Being all of the property acquired by Grantor from John H. Stocklin, by deed dated the 31st day of October, 1902, and recorded in Deed Book 176, page 427, and

h. Being all of the property acquired by Grantor from Eugene Crouse Estate, by deed dated the 8th day of September, 1890, and recorded in Deed Book 165, page 124, and

i. Being all of the property acquired by Grantor from Erma J. Barnell, by deed dated the 5th day of July, 1939, and recorded in Deed Book 158, page 411, and

j. Being all of the property acquired by Grantor from Lou Bush Miller, et al., by deed dated the 22nd day of October, 1980, and recorded in Deed Book 165, page 809, and
k. Being "Tract 3H A-13 and Tract 22" acquired by
Grantor from Ernest Wooldridge, et al., by deed dated
the 29th day of March, 1953, and recorded in Deed Book
179, page 100, and

l. Being all of the property acquired by Grantor from
James Linstead, et al., by deed dated the 6th day of February,
1981, and recorded in Deed Book 167, page 179, and

m. Being all of the property acquired by Grantor from
Amie W. McClain, et al., by deed dated the 8th day of
August, 1960, and recorded in Deed Book 164, page 471, and

n. Being all of the property acquired by Grantor from
Joe McClain, et al., by deed dated the 23rd day of August,
1981, and recorded in Deed Book 170, page 155, and

o. Being all of the property acquired by Grantor from
Frankford Electric and Water Plant Board, et al., by deed
dated the 11th day of February, 1964, and recorded in
Deed Book 183, page 274, and

p. Being all of the property acquired by Grantor from
Cecilia Noel by deed dated the 5th day of November, 1960,
and recorded in Deed Book 186, page 324, and

q. Being all of the property acquired by Grantor from
Alice Simpson, by deed dated the 13th day of May, 1961,
and recorded in Deed Book 186, page 340, and

r. Being "Parcel No. Two and Parcel No. Four"
acquired by Grantor from Jane Duvall, et al., by deed
dated the 28th day of June, 1953, and recorded in Deed
Book 179, page 283, and

s. Being all of the property acquired by Grantor from
James R. Ellis, by deed dated the 14th day of July, 1961,
and recorded in Deed Book 189, page 469, and

t. Being "Tract 3I A-12 and Tract 3I B-10 and 11"
acquired by Grantor from Elma Ford, et al., by deed
dated the 8th day of December, 1961, and recorded in Deed
Book 171, page 408, and

u. Being all of the property acquired by Grantor from
Clotie H. Ellis, by deed dated the 13th day of June, 1961,
and recorded in Deed Book 188, page 509, and

v. Being all of the property acquired by Grantor from
Eva Cox, et al., by deed dated the 11th day of September,
1964, and recorded in Deed Book 189, page 397, and

w. Being "Tract 3I A-8, 3I A-3B, 3I A-4B, 3I B-13,
3I B-4, 3I B-15, 3I B-1, 3I C-1, Tract No's 14, 15, 16,
17, and 18" acquired by Grantor from Anna S. Welschhough,
et al., by deed dated the 13th day of February, 1982, and
recorded in Deed Book 172, page 581, and
x. Being all of the property acquired by Grantor from Emma Utterback, Executrix, by deed dated the 10th day of October, 1895, and recorded in Deed Book 160, page 318, and

y. Being all of the property acquired by Grantor from Frankfort Electric and Water Plant Board, by deed dated the 6th day of March, 1855, and recorded in Deed Book 218, page 350, and

z. Being all of the property acquired by Grantor from Jane B. West, et al., by deed dated the 11th day of September, 1895, and recorded in Deed Book 160, page 387, and

aa. Being "Tracts 312B-1, 312B-2, 312B-10, 312B-14, and 312B-15" acquired by Grantor from John R. Buckner, et al., by deed dated the 24th day of April, 1861, and recorded in Deed Book 168, page 122, and

bb. Being all of the property acquired by Grantor from Silas Kirby, by deed dated the 3rd day of October, 1856, and recorded in Deed Book 165, page 401, and

cc. Being "Tract No. 2 and Tract No. 3" acquired by Grantor from Frankfort Electric and Water Plant Board, by deed dated the 31st day of December, 1858, and recorded in Deed Book 161, page 547, and

dd. Being "Tracts 312B-3 and 312B-6" acquired by Grantor from Jane Duval, et al., by deed dated the 21st day of January, 1862, and recorded in Deed Book 172, page 349, and

ee. Being all of the property acquired by Grantor from Dean Van Meter, et al., by deed dated the 19th day of October, 1868, and recorded in Deed Book 179, page 533, and

ff. Being "Tract No. 313B-3" acquired by Grantor from Raymond Brawner, et al., by deed dated the 19th day of October, 1861, and recorded in Deed Book 170, page 639, and

gg. Being all of the property acquired by Grantor from Silas Ford, et al., by deed dated the 8th day of December, 1861, and recorded in Deed Book 171, page 409, and

hh. Being all of the property acquired by Grantor from Nellie Samuels, et al., by deed dated the 2nd day of March, 1861, and recorded in Deed Book 167, page 371, and

ii. Being all of the property acquired by Grantor from Carl W. Gaines, et al., by deed dated the 18th day of October, 1860, and recorded in Deed Book 165, page 550, and

jj. Being all of the property acquired by Grantor from Jane Duval, et al., by deed dated the 29th day of January, 1862, and recorded in Deed Book 172, page 349, and
kh. Being all of the property acquired by Grantor from 
Leasley W. Morris, et al., by deed dated the 21st day of May, 
1853, and recorded in Deed Book 179, page 224, and 

II. Being all of the property acquired by Grantor from 
Mary E. Tracey Ellis, et al., by deed dated the 3rd day of 
May, 1881, and recorded in Deed Book 196, page 274, and 

mm. Being all of the property acquired by Grantor from 
Flores Carlier Landis, et al., by deed dated the 50th day of 
November, 1884, and recorded in Deed Book 199, page 291, and 

nn. Being "Tracts 312A-8, 312B-3, 312C-2, and 312A-
1, 7" acquired by Grantor from Swoman Gaines Realty Com-
pany, Inc., by deed dated the 18th day of October, 1880, and 
recorded in Deed Book 185, page 580, and 

oo. Being all of the property acquired by Grantor from 
Ada Current, et al., by deed dated the 20th day of April, 
1881, and recorded in Deed Book 183, page 223, and 

pp. Being all of the property acquired by Grantor from 
Lucy Gains, by deed dated the 14th day of August, 1881, 
and recorded in Deed Book 169, page 572, and 

qq. Being all of the property acquired by Grantor from 
Beulah Temple Apostolic Faith, et al., by deed dated the 1st 
day of November, 1956, and recorded in Deed Book 206, page 
221, and 

rr. Being all of the property acquired by Grantor from 
Pauline Jasper, et al., by deed dated the 18th day of May, 
1966, and recorded in Deed Book 201, page 180, and 

ss. Being all of the property acquired by Grantor from 
Lewis J. Jones, et al., by deed dated the 30th day of Jan-
uary, 1962, and recorded in Deed Book 172, page 552, and 

tt. Being all of the property acquired by Grantor from 
Sanford Krinsky, et al., by deed dated the 15th day of Dec-
ember, 1958, and recorded in Deed Book 161, page 555, and 

uu. Being all of the property acquired by Grantor from 
William Ratliff, et al., by deed dated the 28th day of June, 
1963, and recorded in Deed Book 170, page 262, and 

vv. Being all of the property acquired by Grantor from 
Dudley M. Sheels, et al., by deed dated the 16th day of May, 
1863, and recorded in Deed Book 179, page 221, and 

ww. Being all of the property acquired by Grantor from 
J. K. Robb, et al., by deed dated the 1st day of August, 1863, 
and recorded in Deed Book 222, page 169, and
xx. Being all of the property acquired by Grantor from Mattle Smith Purvis, et al., by deed dated the 14th day of November, 1960, and recorded in Deed Book 186, page 210, and

yy. Being all of the property acquired by Grantor from Bertha Mitchell, by deed dated the 18th day of November, 1960, and recorded in Deed Book 177, page 249, and

zz. Being all of the property acquired by Grantor from Stella Redding, by deed dated the 5th day of February, 1963, and recorded in Deed Book 177, page 260, and

aaa. Being all of the property acquired by Grantor from Mary J. Robb, et al., by deed dated the 1st day of August, 1966, and recorded in Deed Book 222, page 171, and

bbb. Being all of the property acquired by Grantor from Christine Glore, by deed dated the 16th day of July, 1966, and recorded in Deed Book 218, page 346, and

ccc. Being all of the property acquired by Grantor from Frances Glore, by deed dated the 15th day of July, 1966, and recorded in Deed Book 218, page 345, and

ddd. Being all of the property acquired by Grantor from Anna S. Welschburgh, et al., by deed dated the 16th day of December, 1968, and recorded in Deed Book 220, page 282, and

eee. Being all of the property acquired by Grantor from James Ellis, et al., by deed dated the 10th day of May, 1968, and recorded in Deed Book 215, page 59, and

fff. Being all of the property acquired by Grantor from Bertha Mitchell, by deed dated the 17th day of June, 1968, and recorded in Deed Book 218, page 344, and

ggg. Being all of the property acquired by Grantor from Stella Redding, by deed dated the 10th day of May, 1968, and recorded in Deed Book 215, page 91, and

bbb. Being all that portion of Center Street (or alley), Madison Alley, Whitehead Street, and Washington Street, lying between Clinton Street on the south and Marco Street, on the north acquired by Grantor by judgment of the Franklin Circuit Court duly entered in Action No. 72474, styled City of Frankfort, Kentucky vs. Urban Renewal and Community Development Agency of Frankfort, Kentucky dated July 20, 1968, and recorded in Order Book 108, page 303, in the Office of the Clerk of said Court.

TRACT NO. FOUR (Survey Tract No. 11)

Beginning at the intersection of the southern right-of-way line of Clinton Street with the eastern right-of-way line of Wilkinson Street; thence, with the southern right-of-way of Clinton Street 8° 09' 00" E 419.83 feet to a point; thence,
S 29° 54' 00" W 408.54 feet to a point; thence, N 58° 45' 28"
W 291.40 feet to a point in the northern right-of-way of Broad-
way; thence, with northern right-of-way of Broadway N 58° 03' 50"
W 139.51 feet to a point in the eastern right-of-way of
Wilkinson Street; thence with the eastern right-of-way of
Wilkinson Street and with a 25-foot radius curve to the right,
39.367 feet to a point in the eastern right-of-way of Wilkin-
son Street, said point also being N 14° 03' 53"
W 34.711 feet from the previous point; thence, continuing with the eastern
right-of-way of Wilkinson Street, N 29° 54' 04" E 343.32 feet
to a point; thence, with a 23-foot radius curve to the right,
39.270 feet to a point, said point also being N 74° 54' 09"
E 38.365 feet from the previous point; thence, N 29° 54' 00" E
4.47 feet to the point of beginning and containing 4.116 acres.

Being the same property acquired by Grantor by Deed of
Reconveyance of even date herewith and recorded in Deed Book

All references herein, except where otherwise specifically
stated, are to the records in the Office of the Franklin County
Court Clerk.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns
forever with the Covenant of General Warranty of Title.

This conveyance is, however, subject to the following conditions and
restrictions.

A. Grantee, its successors and assigns shall devote the land conveyed
to, and only to, the uses and controls specified in the Urban Renewal Plan for
Urban Renewal Project No. XY. R-4, as amended, which plan is on file in the
Office of the City Clerk, of the City of Frankfort, Kentucky, and is referred to
and made a part hereof for a more particular reference of said uses and control.

B. Diligently prosecute the construction of any improvements agreed
upon in the disposition contract and begin and complete such improvements, if
any, within a reasonable time as determined in said contract. This restriction,
however, is not applicable to mortgages and their successors in interest.

C. Make no changes, additions or alterations in such improvements
after their construction that are not in conformity with said Urban Renewal Plan.

D. Grantee will not reassign, convey, or sell, or otherwise
transfer the land (or interest therein) conveyed hereby prior to the completion
of any improvements contemplated by the disposition contract without the approv:
of Grantor and will not speculate in or with respect to such land. Upon the proper completion of improvements, if any, as required in the disposition con-
tract, Grantor will provide certification to the owner that such improvements have been completed in accordance with said contract.

E. The purchaser agrees for itself, its successors and assigns, to or of the property or any part thereof, that the purchaser and such successors or assigns shall:

Not discriminate upon the basis of race, color or national origin in the sale; lease, or rental or in the use or occupancy of the property or any improve-
ments erected or to be erected therein or any part thereof; and this covenant shall be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by (a) the Agency, its successors and assigns, (b) the City of Frankfort, Kentucky and any successor in interest to the property, or any part thereof, (c) the owner of any other land, or of any interest in such land, within the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and (d) the United States, against the purchaser, its successors and assigns and every successor in interest to the property, or any part thereof or interest therein, and any party in possession or occupancy of the property or any part thereof.

In amplification, and not in restriction of, the provisions of Sections A, and E, it is intended and agreed that the Agency and its successors and assign shall be deemed beneficiaries of the Covenants provided in Sections A, and E, hereof, and the United States shall be deemed a beneficiary of the Covenant pro-
vided in Section E hereof, both for and in their or its own right, and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such covenants have been provided. Such covenants shall run in favor of the Agency and the United States, for the entire period during which such covenants shall be in force and effect, without
regard to whether the Agency or the United States has at any time been, remains,
or is an owner of any land or interest therein to, or in favor of which such covenants relate. The Agency shall have the right, in the event of any breach of any such covenants, and the United States shall have the right in the event of any breach of the covenant provided in Section E hereof, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant, to which it or any other beneficiaries of such covenant may be entitled.

F. Restrictions, A, B, C, and D, shall remain in effect for thirty (30) years from and after June 17, 1958. Restriction E, shall be permanent.

IN TESTIMONY WHEREOF, WITNESS the signature of the Grantor by and through its Chairman, at Frankfort, Kentucky, this the first day and date hereinafter written.

STATE OF KENTUCKY
COUNTY OF FRANKLIN

I, [Chairman], a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Deed from the Urban Renewal & Community Development Agency of Frankfort, Kentucky, Grantor, to The Commonwealth of Kentucky, was this day produced to me in my office in said County by Grantor, and was duly signed and acknowledged by M. G. Scott, as Chairman of Urban Renewal and Community Development Agency of Frankfort, Kentucky, to be his act and deed, for the said agency.

Witness my hand this the 19th day of November, 1970.

My Comm. Exp. 5-10-1971
This is to certify that execution and delivery, by M. G. Scott of the
foregoing Deed to Commonwealth of Kentucky is authorized by a certain resolution
duly adopted by the Board of Commissioners of The Urban Renewal & Community
Development Agency of Frankfort, Kentucky, which resolution, still in force and
affect, is duly recorded in the Minutes of said Agency of which I am custodian.

[Signature]

Albert G. Birds, Secretary
The Urban Renewal & Community
Development Agency of Frankfort,
Kentucky

[Signature]

[Name]

I HEREBY CERTIFY THAT THIS
AMENDMENT HAS BEEN DRAFTED BY
CHAR CHANCELOR
ATTORNEY AT LAW
CHANCELOR & CO.
FRANKFORT, KY.

STATE OF KENTUCKY  |  SCT.
COUNTY OF FRANKLIN  | .Ct.
I, DAVID C. COLLINS, CLERK OF SAID
COUNTY COURT, HEREBY CERTIFY
THAT THE FOREGOING INSTRUMENT
HAS BEEN DULY RECORDED OR
BOOK 137 PAGE 1347 IN MY
SAID OFFICE. 11/17/71
DAVID C. COLLINS, CLERK
BY: [Signature]

[Name]
DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE, made and entered into this 19th day of December, 2017, by and between the COMMONWEALTH OF KENTUCKY, by and through William M. Landrum, III, Secretary, FINANCE AND ADMINISTRATION CABINET, pursuant to K.R.S. 45A and 56, hereinafter referred to as the "Grantor" or the "Commonwealth", and CRM/D.W. WILBURN #2, LLC, with a mailing address and in care tax address of 153 Blue Sky Parkway, Lexington, Kentucky 40509, hereinafter referred to as the "Grantee."

WITNESSETH:

WHEREAS, the Grantee is the successful bidder in response to a build-to-suit request for proposals, RFP#080417, as amended, issued by the Grantor pursuant to K.R.S. 56.8161, et. seq.;

WHEREAS, as a part of a build-to-suit project, K.R.S. 56.820 requires the Commonwealth of Kentucky to convey the property being utilized for the build-to-suit project to the successful bidder with such property to be leased back to the Commonwealth;

WHEREAS, the afore-mentioned build-to-suit project and conveyance of the property to the Grantee under the terms and conditions set forth herein is in the public interest and the best interest of the Commonwealth;

WHEREAS, through Official Order No. 18-050, the Secretary of the Finance and Administration Cabinet has approved the transfer of land at Capital Plaza area, 500 Meri Street, Frankfort, Franklin County, KY, described herein, to the Grantee; and,
NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration (but no monetary consideration), the receipt of sufficiency of such consideration being hereby acknowledged by the Grantor, the Grantor hereby does grant, transfer and convey unto the Grantee, its successors and assigns, the following Parcels A and B located in Franklin County, Kentucky, and more particularly described as follows:

CAPITAL PLAZA PARCEL “A”

Source of Title: Deed Book 231, Page 361

Beginning at a Mag Nail set (MNS) in the northwest Right of Way (R/W) corner of the St. Clair Street and Mero Street intersection;
Thence running with the north R/W of Mero Street North 60º 15’ 45” West a distance of 827.12’ to a MNS in the Wilkinson Boulevard R/W;
Thence with the Wilkinson Boulevard R/W North 26º 50’ 40” East a distance of 4.90’ to a point;
Thence continuing with said R/W along a curve having a radius of 25.00 feet and an arc length of 41.13’, the chord of said arc being North 19º 28’ 19” West a distance of 36.64’ to a MNS;
Thence continuing with said R/W North 26º 50’ 40” East a distance of 330.70’ to a MNS;
Thence with a curve having a radius of 25.00 feet and an arc length of 29.66’, the chord of said arc being North 53º 24’ 34” East a distance of 27.95’ to a point;
Thence North 29º 44’ 15” East a distance of 5.74’ to a MNS in the south R/W of the abandoned Hill Street R/W;
Thence with said R/W South 60º 15’ 45” East a distance of 865.41’ to a point;
Thence with said R/W North 29º 44’ 15” East a distance of 2.92’ to a Point;
Thence with said R/W along a curve having a radius of 25.00’ and an arc length of 23.80’, the chord of said arc being South 32º 59’ 39” East to a MNS in the west R/W of the abandoned St. Clair Street R/W;
Thence with said R/W South 29º 31’15” West a distance of 278.98’ to a MNS;
Thence continuing with said R/W South 44º 01’ 45” West a distance of 106.49’ to the Point of Beginning;

The parcel described above contains 7.92 acres or 344,879 square feet more or less, as surveyed by Joe Grider, PLS #2889, on October 16, 2017.

This property being a portion of the same property as that conveyed to the Commonwealth of Kentucky, for the use and benefit of the Finance and Administration Cabinet, by Deed of Conveyance dated November 17, 1970, which is recorded in Deed Book 231, Page 361, in the Office of the Franklin County Clerk.
FRANKLIN COUNTY
D574  PG654

CAPITAL PLAZA PARCEL "B"

Source of Title: Deed Book 231, Page 361

Beginning at a Mag Nail set (MNS) in the southwest Right of Way (R/W) corner of the St. Clair Street and Mero Street intersection;
Thence with the St. Clair Street R/W South 29° 44' 15" West a distance of 398.89' to a MNS in the north R/W of Clinton Street;
Thence with the Clinton Street R/W North 60° 15' 45" West a distance of 824.15' to a MNS in the east R/W of Wilkinson Boulevard;
Thence continuing with the Wilkinson Boulevard R/W North 29° 44' 15" East a distance of 7.29' to a Point;
Thence continuing with said R/W along a curve having a radius of 25.00' and an arc length of 39.28', the chord of said arc being North 15° 15' 33" West a distance of 35.36' to a MNS;
Thence continuing with said R/W North 29° 44' 40" East a distance of 334.08' to a Point;
Thence continuing with said R/W along a curve having a radius of 25.00' and an arc length of 39.09', the chord of said arc being North 74° 29' 29" East a distance of 35.23' to a MNS;
Thence North 29° 44' 40" East a distance of 7.50' to a MNS in the south R/W of Mero Street;
Thence with the Mero Street R/W South 60° 15' 45" East a distance of 824.31' to the Point of Beginning;

The parcel described above contains 7.76 acres or 338,075 square feet more or less, as surveyed by Joe Gridor, PLS #2889, on October 16, 2017.

This property being a portion of the same property as that conveyed to the Commonwealth of Kentucky, for the use and benefit of the Finance and Administration Cabinet, by Deed of Conveyance dated November 17, 1970, which is recorded in Deed Book 231, Page 361, in the Office of the Franklin County Clerk.

ST. CLAIR STREET RIGHT of WAY

Beginning at a point in the northeast Right of Way (R/W) corner of the St. Clair Street and Mero Street intersection;
Thence North 60° 15' 45" West a distance of 76.68' to a Mag Nail set (MNS) in the northeast R/W corner of the St. Clair Street and Mero Street intersection;
Thence with the west R/W line of St. Clair North 44° 01' 45" East a distance of 106.49' to a MNS;
Thence continuing with said R/W North 29° 31' 15" East a distance of 278.98' to a MNS;
Thence continuing with said R/W North 29° 31' 15" East a distance of 42.58’ to an iron pin set (IPS);
Thence South 60° 15’ 45” East a distance of 50.00’ to a point in the east R/W of St. Clair Street;
Thence with said R/W South 29° 31’ 15” West a distance of 424.75’ to the Point of Beginning.

The parcel described above contains 0.52 acres or 22,614 square feet more or less, as surveyed by Joe Grider, PLS #2889, on October 16, 2017.

See also Exhibit B attached hereto and incorporated herein by reference.
Being that portion of St. Clair Street dedicated to the City of Frankfort; and closed pursuant to Ordinance No. 17, 2017 Series, of record in Miscellaneous Book MC 5, Page 539, in the Office of the Franklin County Court Clerk.

This property being a portion of the same property as that conveyed to the Commonwealth of Kentucky, for the use and benefit of the Finance and Administration Cabinet, by Quit claim Deed dated December 19, 2017, which is recorded in Deed Book D574, Page 647, in the Office of the Franklin County Clerk.

HILL STREET RIGHT of WAY

Beginning at an iron pin set (IPS) in the west Right of Way (R/W) of St. Clair Street, said point being approximately 425’ north of the Mero Street R/W;
Thence South 29° 31' 15" West a distance of 42.58’ to a Mag Nail set (MNS);
Thence with a curve having a radius of 25.00’ and an arc length of 23.80’; the chord of said arc being North 32° 59’ 39” West to a point;
Thence South 29° 44’ 15” West a distance of 2.92’ to a Point;
Thence North 60° 15’ 45” West a distance of 865.41’ to a MNS In the east R/W of Wilkinson Boulevard;
Thence with said R/W North 29° 44’ 15” East a distance of 35.00’ to a point in the south boundary of Yellow Brick Properties;
Thence South 60° 15’ 45” East a distance of 885.61’ to the Point of Beginning;

The parcel described above contains 0.71 acres or 31,003 square feet more or less, as surveyed by Joe Grider, PLS #2889, on October 16, 2017.

See also Exhibit C attached hereto and incorporated herein by reference.
Being all of Hill Street dedicated to the City of Frankfort; and closed pursuant to Ordinance No. 18, 2017 Series, of record in Miscellaneous Book MC 5, page 540, in the Office of the Franklin County Court Clerk.

This property being a portion of the same property as that conveyed to the Commonwealth of Kentucky, for the use and benefit of the Finance and Administration Cabinet, by Quitclaim Deed dated December 19, 2017, which is recorded in Deed Book D574, Page 637, in the Office of the Franklin County Clerk.
TO HAVE AND TO HOLD said property right unto the Grantee, its successors and assigns, in fee simple, with all rights and privileges thereunto belonging, with covenants of General Warranty.

The Grantor and Grantee hereto further mutually covenant and agree that upon expiration or termination of a certain lease agreement being executed by the Grantor and Grantee hereto simultaneously with this Deed of Conveyance, the Grantee herein shall re-convey Parcel A described herein to the Commonwealth of Kentucky by Deed of Conveyance with Covenant of General Warranty with the Grantee herein to receive as consideration such amount calculated under such lease agreement.

The Grantor and Grantee hereto further mutually covenant and agree that upon the date of issuance by the Department of Housing, Building, and Construction of a Certificate of Occupancy for the newly constructed project, as described in said certain lease agreement being executed by the Grantor and Grantee hereto simultaneously with this Deed of Conveyance, the Grantee herein shall re-convey Parcel B described herein to the Commonwealth of Kentucky by Deed of Conveyance with Covenant of General Warranty with the Grantee herein to receive as consideration such amount calculated under such lease agreement.

CONSIDERATION CERTIFICATE

The Grantor and Grantee hereby certify that the consideration stated herein is the full and actual consideration being paid for the property transferred hereby. The Grantee joins this deed for the purpose of certifying the consideration paid. The estimated fair
market value of the property conveyed herein, according to the records maintained by the Franklin County Property Valuation Administrator, is $56,09,000.00

IN TESTIMONY WHEREOF, William M. Landrum, III, Secretary of the Finance and Administration Cabinet, acting for and on behalf of the Commonwealth of Kentucky, pursuant to the authority granted by KRS Chapters 45A and 56, Grantor, and CRM/D.W. Wilburn #2, LLC, a Kentucky limited liability company, Grantee, have executed this Deed of Conveyance, including the foregoing Consideration Certificate of Grantor and Grantee, as of this 19th day of December 2017.

GRANTOR:
COMMONWEALTH OF KENTUCKY
Finance and Administration Cabinet,
Pursuant to K.R.S. 45A.045

By: William M. Landrum, III, Secretary
Finance and Administration Cabinet

GRANTEE:
CRM/D.W. WILBURN #2 LLC

By: CRM DEVELOPMENT COMPANY

By: WILLIAM CRAIG TURNER, PRESIDENT
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY  
COUNTY OF FRANKLIN  

I, the undersigned, certify that the foregoing Deed of Conveyance, including the Consideration Certificate of Grantor, was produced before me in my said County and State and duly acknowledged and sworn to by William M. Landrum, III, Secretary, Finance and Administration Cabinet, on behalf of the Commonwealth of Kentucky, Grantor, on this the 9th day of December, 2017.

My Commission Expires: 9/24/2021  
Natalie W. Brauner  
NOTARY PUBLIC  #5860969

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY  
COUNTY OF FRANKLIN  

I, the undersigned, certify that the foregoing Deed of Conveyance, including the Consideration Certificate of Grantee, was produced before me in my said County and State and duly acknowledged and sworn to by William Gray Turner, President of Grantee, on this the 19th day of December, 2017.

My Commission Expires: 3/3/2021  
Jol P. Weg  
NOTARY PUBLIC  #574547
FRANKLIN COUNTY
D574  PG659

APPROVED:  
[Signature]
Counsel for the Governor

APPROVED:  
[Signature]
MATTHEW G. BEVIN, GOVERNOR,
COMMONWEALTH OF KENTUCKY

This Instrument Prepared By:

[Signature]
Patrick McGee, Assistant General Counsel
Finance and Administration Cabinet
Office of General Counsel
Room 392, Capital Annex
700 Capital Avenue
Frankfort, Kentucky 40601
(502) 564-6660
THIRD AMENDMENT OF LEASE

This THIRD AMENDMENT OF LEASE dated [__] 2005, by and between the COMMONWEALTH OF KENTUCKY, acting by and through the Governor, the Finance and Administration Cabinet; the State Property and Buildings Commission; the Office of Capital Plaza Operations, formerly the Capital Plaza Authority (acting by and through the Commerce Cabinet); the Cabinet for Economic Development; and the Commerce Cabinet (hereinafter referred to collectively as the "Owner"); and FRANKFORT CAPITAL PLAZA, LLC, a Kentucky limited liability company (hereinafter referred to as the "Tenant").

WHEREAS, the State Property and Buildings Commission of the Commonwealth of Kentucky, the Finance and Administration Cabinet of the Commonwealth of Kentucky; the Capital Plaza Authority, a public corporation and governmental agency of the Commonwealth of Kentucky; and the Commerce Cabinet of the Commonwealth of Kentucky (now the Cabinet for Economic Development); and Frankfort Hotels, Ltd., a Kentucky limited partnership (formerly Wilkinson Hotels, Ltd., a Kentucky limited partnership) entered into a Lease dated December 30, 1982 of record in Deed Book 317, Page 491 (the "Lease"); a Memorandum of Amendment of Lease dated August 2, 1984 of record in Deed Book 327, Page 487; and a First Amendment to Lease dated July 31, 2002 of record in Deed Book 460, Page 230 ("First Amendment"); both in the Franklin County Clerk's Office.

WHEREAS, the Lease is to be assigned to Tenant on February 1, 2005.

WHEREAS, Owner and Tenant wish to more accurately compute utility charges that are calculated by using Exhibits A, B, C, D, and E attached to the First Amendment.

NOW, THEREFORE, in order to facilitate this mutually desired event, the parties agree as follows:

1. The attached EXHIBIT A entitled "HEATING / HOT WATER COSTS" is hereby substituted for and replace in its entirety EXHIBIT A attached to the First Amendment.

2. The attached EXHIBIT B entitled "COOLING / CHILLED WATER COSTS" is hereby substituted for and replace in its entirety EXHIBIT B attached to the First Amendment.

3. The attached EXHIBIT C entitled "HEATING / HOT MAINTENANCE CHARGES" is hereby substituted for and replace in its entirety EXHIBIT C attached to the First Amendment.

4. The attached EXHIBIT D entitled "COOLING / CHILLED WATER MAINTENANCE CHARGES" is hereby substituted for and replace in its entirety EXHIBIT D attached to the First Amendment.

5. The attached EXHIBIT E entitled "COMMON AIR HANDLER ALLOCATION (ARU B-4 AND B-5)" is hereby substituted for and replace in its entirety EXHIBIT E attached to the First Amendment.

STITES & HARRISON, PLLC
Attn: John Greag
250 W. Main St, Suite 2300
Lexington, KY 40507
6. This Third Amendment of Lease shall become effective upon execution. All other terms and provisions of the Lease and First Amendment not herein amended shall remain in full force and effect as if set out at length herein.

IN TESTIMONY WEREOF, the parties have subscribed their names as of the date first written above.

OWNER:

COMMONWEALTH OF KENTUCKY

[Signatures]

APPROVED AS TO FORM AND LEGALITY:

[Signatures]

APPROVED:

[Signatures]

RENTANT:

FRANKFORT CAPITAL PLAZA, LLC

[Signatures]
CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY

CITY OF FRANKLIN

I, the undersigned, certify that the foregoing Third Amendment of Lease was produced and duly acknowledged and sworn to me by R.B. Rudolph, Jr., Executive Director, Property and Buildings Commission, on behalf of the Commonwealth of Kentucky, this 13th day of January, 2005.

My commission expires: 3/31/08

SIGNED MARTIN J. DONLEY
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY

CITY OF FRANKLIN

I, the undersigned, certify that the foregoing Third Amendment of Lease was produced and duly acknowledged and sworn to me by R.B. Rudolph, Jr., Secretary, Finance and Administration Cabinet, on behalf of the Commonwealth of Kentucky, this 13th day of January, 2005.

My commission expires: 3/31/08

SIGNED MARTIN J. DONLEY
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY

CITY OF FRANKLIN

I, the undersigned, certify that the foregoing Third Amendment of Lease was produced and duly acknowledged and sworn to me by Marvin E. Strong, Jr., Secretary, Cabinet for Economic Development, on behalf of the Commonwealth of Kentucky, this 13th day of January, 2005.

My commission expires: 3/31/07

SIGNED SHULA W. MULLIGAN
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY
CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF FRANKLIN

I, the undersigned, certify that the foregoing Third Amendment of Lease was produced before me and duly acknowledged and sworn to me by James Host, Secretary, Commerce Cabinet on behalf of Capital Plaza Operations, this 31st day of January 2005.

My commission expires: March 18, 2007

Ann L. Skie

NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF FRANKLIN

I, the undersigned, certify that the foregoing Third Amendment of Lease was produced before me and duly acknowledged and sworn to me by Howard M. Allen, President, Frankfort Capital Plaza, LLC, this 15th day of February 2005.

My commission expires: 07-08-07

John W. Searcy

NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF FRANKLIN

I, the undersigned, certify that the foregoing Third Amendment of Lease was produced before me and duly acknowledged and sworn to me by Ernie Fletcher, Governor, Commonwealth of Kentucky, on behalf of the Commonwealth of Kentucky, this 5th day of January 2000.

My commission expires: April 5, 2000

Ernie Fletcher

NOTARY PUBLIC, STATE AT LARGE, KENTUCKY
January 7, 2005

VIA FAX SIMILE (770) 396-7307 & ORDINARY MAIL

The Baldwin Group
204 Brandon Place
Atlanta Georgia 30328-1336

Attn: George Nathan, President

Re: Holiday Inn - Capital Plaza, Frankfort KY

Dear Mr. Nathan:

We are enclosing for your use the updated exhibit A thru E, as well as a new work sheet format for calculating monthly energy and maintenance charges. It is felt that Exhibit "E" required the most clarification because of the varying percentages of responsibility.

In response to Ken Mark's request for a quantification of the resultant decrease in billing the hotel for energy and maintenance charges, we offer the following comparisons for the 2003 energy and maintenance charges.

Exhibit B - Cooling Energy $4,350.00 reduction
Exhibit C - Heating-Maint. $11,223.00 reduction
Exhibit D - Cooling-Maint. $5,856.00 reduction
Exhibit E - B-4 - Heating $4,500.16 reduction
- B-4 - Cooling $9,722.00 reduction
- B-4 - Maint. $11,723.00 reduction
- B-5 - Cooling $9,562.00 reduction
- B-5 - Heating $3,184.42 increase
- B-5 - Maint. $1,608.00 reduction

Final total reduction - $45,618.74

Total billing - 2003 before reduction $195,196.44

Very truly yours,

PETER WORTHY & ASSOCIATES, INC.

PW

PETER WORTHY

30 East Acre Drive • Plantation • Florida 33317 • (954) 791-3230 • Fax (954) 791-3261
Exhibit A

HEATING / HOT WATER COSTS

**FORMULA:**

\[
\text{Heating cost} = \text{measured therms} \times (0.2185 \times \text{electric cost per KWH} + 1.176 \times \text{gas cost per therm}) + (6205 \times \text{KWH x electric cost per KWH}).
\]

**BACKGROUND:**

**FACTS:**

1. Hot water usage will be measured with BTU meters.
2. Based on manufacturer's data, boiler capacity is 25,000,000 btuh at an operating efficiency of 80.5%.
3. Only one boiler is needed to carry the peak load.
4. Each boiler has a 20 hp blower motor.
5. There are two primary hot water circulating pumps. Only one operates at a time. Each pump is 25 hp.
6. There are two 10 hp circulating pumps that are dedicated to the hotel. Only one operates at a time.
7. One therm equals 100,000 Btu.

**ASSUMPTIONS:**

1. Pump motors operate at 0.85 KW per horsepower.
2. "Average" operating condition is one boiler operating at 70% capacity.

**CALCULATIONS:**

"Average" operating KW = 0.85 kw/hp x (20hp) = 17 kw.

Dedicated pump operating KW = 0.85 kw/hp x 10hp = 8.5 KW.

"Average" operating gas consumption = .25,000,000 btuh x 70% / 80.5% x 1 therm / 100,000 btuh = 205,882 therms/hour

Power consumption = 38.25 KWH / 175 therms = 0.2185 KWH / therm

Gas consumption = 205,882 therms (input) / 175 therms (output) = 1.170 (efficiency factor)

Dedicated pump consumption = 8.5 kw x 8760 hrs/year / 12 mo/yr = 6205 KWH/month

Heating cost = measured therms x (0.2185 x electric cost per KWH + 1.176 x gas cost per therm) + (6205 KWH x electric cost per KWH)
EXHIBIT B

COOLING / CHILLED WATER COSTS

FORMULA: Cooling cost = 5.56 KWH/therm x measured therm (Meter 2) x utility cost per KWH.

BACKGROUND:

FACTS:

1. Chilled water usage will be measured with BTU meters.

2. Two 500-ton centrifugal chillers serve the complex. Based on manufacturer's data, these chillers operate at 0.549 kw/ton at full load, and at 0.416 kw/ton at 80% of full load.

3. There are two primary condenser water pumps that operate one continuously, one on peak load demand. These pumps are 200 hp each.

4. There are two secondary chilled water pumps, one for each chiller. These pumps run only when their respective chiller is running and are rated at 20 hp.

5. There are two condenser water pumps, one for each chiller. These pumps run only when their respective chiller is running and are rated at 15 hp.

6. There are four cooling tower fans, 30 hp each, each with 2 speed motors. High speed rating - 30 hp, low speed 7 1/2 hp. These fans cycle according to the operating load of the chillers.

7. One "therm" of cooling, (100,000 btu), is equal to 8.3333 ton-hours.

ASSUMPTIONS:

1. "Average" operating condition is two chillers running 90% loaded. This represents a total "average" load of 174 Gt K/W (2 x 500 tons x 90% x 0.549 K/Wt/ton = 174 Gt K/W).

2. Motors operate at 0.85 kw per brake horsepower.
Exhibit B (con't)

3. **Pump horsepower-primary condenser water pump (200 hp nominal)**
   
   Brake horsepower - FLA - 239 actual amps = 183 - BHP - 153
   
   Run time - 1 pump continuous
   - 1 pump - 15%
   
   153 hp
   23 hp
   176 hp x 0.85 kw/hp = 149 kw

   **CHW pump - (20 hp nominal)**
   
   Brake horsepower - FLA - 25.5a Act. amps = 20.9 - BHP = 18.5

   **CW Pumps - (25 nominal)**
   
   Brake horsepower - FLA 33.0a Act amps = 27.7 BHP = 23.5
   
   Run time - 1 pump - 100% - 18.5 + 23.5 = 42 hp
   - 1 pump - 20% x 42.0 = 9 hp
   
   34.4 BHP x 0.85 kw/hp = 29.9 kw

4. **Cooling tower fans**
   
   (4)- 1/2 hp motors - low speed - 60% run time - days - normal load - net BHP = 18
   
   (2)- 1/2 hp motors - high speed - 15% run time - days - peak load - net BHP = 6
   
   **Tower Fans**
   40 hp x 0.85 kw/hp = 34 kw

**Calculations**

Total kw
- 374.9 chiller
- 149.0 primary C.W.P.
- 42.9 sec. pumps
- 34.0 CT Fans

Total
601 kw - 900 tons = 0.667 kw/ton

0.667 kw/ton x 8.33 ton = hrs/therm = 5.56 kwh/therm

Cooling cost = 5.56 kwh/therm x measured therms x utility cost $5 kwh
EXHIBIT C

HEATING / HOT WATER MAINTENANCE CHARGES

FORMUAL:

50.0963/therm (Meter 1)

ASSUMPTIONS

The replacement cost for the capital equipment that serves the hotel would be:

- (2) - 500 ton chillers @ $600.00/ton
  - $ 600,000.00
- (2) - 775 hp boiler @ $275.00/hp
  - $ 425,000.00
- (4) - 800 ton cooling tower @ $250.00/ton
  - $ 800,000.00
- Misc - pumps, motors
  - $300,000.00
  - $2,125,000.00

2. Amortization cost - 25 years - to be split between heating and cooling - $42,500.00/year each.

3. Depreciation cost - 960,000.00 therms/year - heating $42,500.00/960,000.00 = $0.043/therm.

4. Operation / Maintenance Cost - (orig.) - $0.048

5. Chemical Treatment Cost - (orig.) - $0.004

Total - $0.0963/therm
EXHIBIT D

COOLING / CHILLED WATER MAINTENANCE CHARGES

FORMULA: $0.3773 / THERM (Meter 2)

ASSUMPTIONS

1. Depreciation for Capital Equipment - Cooling = Identified on Exhibit "C" as $42,500.00 / year.
2. Total cooling effect = 900 tons = 12,000 Btuh = 10,800.00 Btuh
3. Cooling tower circulation = 3 GPM/ton x 900 ton = 2700 GPM. CW.
4. Losses due to evaporation and blowdown = 1 1/4% of CW circulation.

CALCULATIONS

A. Depreciation = $42,500/yr / 162,000 therms/yr = cost = $0.2623/therm

B. Water loss = 1.25% x 2700 GPM x 60 min/hr x 1500 hrs/162,000 therms/yr = 11.25 Gal/therm x therms (Meter 2) x water cost = $/gallon

Water Cost = 11.25 Gal/therm x therms x water cost / $/gallon

SUMMARY:

Depreciation cost / therm $0.2623
Oper/Maint - (orig.) $0.107
Chemical Treatment (orig.) $0.008
Total cost/therm $0.3773

Updated January 6, 2005
EXHIBIT E

COMMON AIR HANDLER ALLOCATION - (AHU) B-4 AND B-5

(Reading - Meters 3, 4, 5, 6)

ASSUMPTION

1. B-4 - Area served - Hotel - 4954 sq. ft. - (60%)
   - Plaza - 3310 sq.ft. - (40%)
2. B-5 - Area served - Hotel - 6010 sq. ft. - (69.5%)
   - Plaza - 2640 sq. ft. - (30.5%)
3. **Cooling Energy Costs** - shared on an area percentage
4. **Heating Energy Costs**: B-4 - due to zoning disparity, Hotel - 15% Share
   - Plaza - 85% Share
   B-5 - shared on an area percentage
6. **Heating Maintenance** - B-4 - shared 15% Hotel, 85% Plaza
   - B-5 - shared on area percentage

CALCULATIONS

**Electrical**: Motor brake horsepower - AHU - B-4 (nominal 20hp) - 16.1 BHP

**Energy**: Motor brake horsepower - AHU - B-5 (nominal 20hp) - 16.3 BHP

(5) Ancillary motors - 11 hp total

- **11.0 BHP**

  43.4 BHP x 85kw/bhp = 37 kw

**Combined Monthly Power Consumption**:

- 17kw x 8760 hrs/yr/12 mo/yr = 27,010 kwh/mon

**Hotel Percentage - Monthly Electrical Energy** - 27,010 x 10,564 sq.ft (64.82%) = 17,500 kwh/month

- 16,914 sq.ft.
Exhibit E (cont'd)

Hotel Monthly Electrical Operating Cost (Fixed) 17,508 kwh x utility cost $/kwh

Hotel Cooling Energy
B-4 - Metered Consumption-therm (Meter 3) x 60.8% x 5.56 KWH/therm x utility cost - $/KWH
B-5 - Metered Consumption-therm (Meter 4) x 69.5% x 5.56 KWH/therm x utility cost - $/KWH

Hotel Heating Energy Cost
B-4 - 15% x metered consumption-therm x (Meter 5) x 1.176 x gas cost/therm
B-5 - 69.5% x metered consumption-therm (Meter 6) x 1.176 x gas cost/therm

Hotel Maintenance Cost
Cooling - 64.82% x therm (Meters 3 & 4) x $0.3773
Heating 60% x therm (Meter 6) x $0.0963
15% x therm (Meter 5) x $0.0963

Water Usage
Cooling - 64.82% x therms (Meter 3 & 4) x 11.25 gal/therm x $/gal
WORKSHEET
MONTHLY COST SUMMARY

EXHIBIT A - Heating Hot Water Costs:
Measured therms (Meter 1) x 0.2185 x electric cost $ per KWH

Measured therms x 1.176 x gas cost - $/per therm

6205 KWH x electric cost

Total:

EXHIBIT B - Cooling / Chilled Water Costs:
Measured therms (Meter 2) x 5.56 KWH/therms x $/KWH - electric cost

EXHIBIT C - Heating / Hot Water Maintenance Charges:
Measured therms (Meter 1) x $.00963/therm

EXHIBIT D - Cooling / Chilled Water Maintenance Charges:
Maintenance Charges:
Measured therms (Meter 2) x $.3773/therm

Water Cost:
Measured therms (Meter 2) x 11.25 gal/therm x water cost $.gal

Total:

EXHIBIT E - Heating and Cooling Allocation - Common
Air Handlers - B-4 and B-5 - (Meters 3, 4, 5 and 6)

Heating Cost:
Energy-B4: Measured therms (Meter 5) x .15 x 1.176 x gas cost/therm

Energy-B5: Measured therms (Meter 6) x .095 x 1.176 x gas cost/therm
Cooling Cost:

Energy-B-4: Measured therms (Meter 3) x .60 x 5.56 KWH/therm x S/KWH

Energy-BR: Measured therms (Meter 4) x .695 x 5.56KWH/therms x S/KWH

Fixed Electrical Cost: 17,500 KWH/mo x Utility Cost x S/KWH

Maintenance Cost - Heating:

- B-4 - Measured therms x Meter 5 x .15 x $0.0963/therm
- B-5 - Measured therms x Meter 6 x .695 x $0.0963/therm

Maintenance Cost - Cooling:

- B-4 - Measured therms x Meter 3 x .60 x $0.3773/therm
- B-5 - Measured therms x Meter 4 x .695 x $0.3773/therm

Water Cost - Cooling:

- B-4 - Measured therms x Meter 3 x 11.25 gal/therm x .60 x $/gal
- B-5 - Measured therms x Meter 4 x 11.25 gal/therm x $0.015 x $/gal

Total:

MEASURED "X THERMS"

<table>
<thead>
<tr>
<th>Meter Readings &quot;1&quot;</th>
<th>High Temp. Hot Water System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meter Readings &quot;2&quot;</td>
<td>Chilled Water System</td>
</tr>
<tr>
<td>Meter Readings &quot;3&quot;</td>
<td>Chilled Water System for AH-4</td>
</tr>
<tr>
<td>Meter Readings &quot;4&quot;</td>
<td>Chilled Water System for AH-5</td>
</tr>
<tr>
<td>Meter Readings &quot;5&quot;</td>
<td>Hot Water System for AH-4</td>
</tr>
<tr>
<td>Meter Readings &quot;6&quot;</td>
<td>Hot Water System for AH-5</td>
</tr>
</tbody>
</table>
SECOND AMENDMENT OF LEASE

This SECOND AMENDMENT OF LEASE dated December 29, 2004, by and between the COMMONWEALTH OF KENTUCKY, acting by and through the Governor; the Finance and Administration Cabinet, the State Property and Buildings Commission; the Office of Capital Plaza Operations, formerly the Capital Plaza Authority (acting by and through the Commerce Cabinet); the Cabinet for Economic Development, formerly the Commerce Cabinet (hereinafter referred to collectively as the “Owner”); and FRANKFORT HOTELS, LTD., a Kentucky limited partnership, formerly known as Wilkinson Hotels, Ltd., a Kentucky limited partnership (hereinafter referred to as the “Tenant”).

WITNESSETH:

WHEREAS, the State Property and Buildings Commission of the Commonwealth of Kentucky; the Finance and Administration Cabinet of the Commonwealth of Kentucky; the Capital Plaza Authority, a public corporation and governmental agency of the Commonwealth of Kentucky; and the Commerce Cabinet of the Commonwealth of Kentucky (now the Cabinet for Economic Development); and Frankfort Hotels, Ltd., a Kentucky limited partnership (formerly Wilkinson Hotels, Ltd., a Kentucky limited partnership) entered into a Lease dated December 30, 1982 of record in Deed Book 317, Page 491 (the “Lease”); a Memorandum and Amendment of Lease dated August 2, 1984 of record in Deed Book 327, Page 487; and a First Amendment to Lease dated July 31, 2002 of record in Deed Book 460, Page 230 (“First Amendment”), all in the Franklin County Clerk’s Office;

WHEREAS, the First Amendment incorporated the Conference Center space covered by the Amended and Restated Conference Center Operating Agreement dated July 15, 1987 into the Lease and provided for integrated management of the Capital Plaza Hotel and Conference Center;

WHEREAS, the First Amendment attempted to describe the Conference Center on Attachment 1 as the "Area Construction with $3 Million State Bond"; and

WHEREAS, the description of the Conference Center on Attachment 1 of the First Amendment is inadequate and the parties now desire to more adequately and fully describe the Conference Center:

NOW, THEREFORE, in order to facilitate this mutually desired event, the parties agree to the following:

1. The attached EXHIBIT A entitled “Survey for Conference Center Property (Capital Plaza Hotel)” and accompanying legal description of the Conference Center on EXHIBIT B are hereby substituted for and replace in its entirety Attachment 1 “Area Constructed with 3 Million State Bond” contained in the First Amendment.

AW2026185 149843 2 LEXINGTON
2. This Second Amendment to Lease shall become effective upon execution. All other terms and provisions of the Lease and First Amendment not herein amended shall remain in full force and effect as if set out at length herein.

IN TESTIMONY WHEREOF, the parties have subscribed their names as of the date first written above.

OWNER:

COMMONWEALTH OF KENTUCKY

R.B. Rudolph, Jr., Executive Director
State Property and Buildings Commission

R.B. Rudolph, Jr., Secretary
Finance and Administration Cabinet

Marvin E. Strong, Jr., Secretary
Cabinet for Economic Development

James Host, Secretary
Commerce Cabinet (on behalf of Capital Plaza Operations)

APPROVED:

Ernie Fletcher, Governor
Commonwealth of Kentucky

APPROVED AS TO FORM AND LEGALITY:

J. Gary Belle
General Counsel
State Property and Buildings Commission

J. Gary Belle
General Counsel
Finance and Administration Cabinet

Hollis G. Smith
General Counsel
Cabinet for Economic Development

Hollis G. Smith
General Counsel
Commerce Cabinet (on behalf of Capital Plaza Operations)

TENANT:

FRANKFORT HOTELS, LTD.

By: Hotel Enterprises, Inc., its General Partner

By:

Martin J. Koetters, Executive Director of the Kentucky Office of Insurance, as Liquidator of Kentucky Central Life Insurance Company
Title: President of Hotel Enterprises, Inc.
CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY
COUNTY OF FRANKLIN

I, the undersigned, certify that the foregoing Second Amendment to Lease was produced before me and duly acknowledged and sworn to me by R.B. Rudolph, Jr., Executive Director, State Property and Buildings Commission, on behalf of the Commonwealth of Kentucky, this 26th day of January, 2005.

My commission expires: 3/25/08

Robert Martin (Signature)
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY
COUNTY OF FRANKLIN

I, the undersigned, certify that the foregoing Second Amendment to Lease was produced before me and duly acknowledged and sworn to me by R.B. Rudolph, Jr., Secretary, Finance and Administration Cabinet, on behalf of the Commonwealth of Kentucky, this 26th day of January, 2005.

My commission expires: 3/25/08

Robert Martin (Signature)
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY
CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY)

COUNTY OF FRANKLIN )

I, the undersigned, certify that the foregoing Second Amendment to Lease was produced before me and duly acknowledged and sworn to me by Marvin E. Strong, Jr., Secretary, Cabinet for Economic Development, on behalf of the Commonwealth of Kentucky, this 10th day of January, 2005.

My commission expires: 01/31/05

[Signature]

NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY)

COUNTY OF FRANKLIN )

I, the undersigned, certify that the foregoing Second Amendment to Lease was produced before me and duly acknowledged and sworn to me by James Hest, Secretary, Commerce Cabinet on behalf of Capital Plaza Operations, this 18th day of March, 2007.

My commission expires: March 18, 2007

[Signature]

NOTARY PUBLIC, STATE AT LARGE, KENTUCKY
CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FRANKLIN )

I, the undersigned, certify that the foregoing Second Amendment to Lease was produced before me and duly acknowledged and sworn to me by Martin J. Koetters, Executive Director of the Kentucky Office of Insurance, as Liquidator of Kentucky Central Life Insurance Company and as President of Hotel Enterprises, Inc., General Partner of Frankfort Hotels, Ltd. on behalf of Frankfort Hotels, Ltd. this 29th day of Dec., 2004.

My commission expires: 9-24-07

Julietta W. Wood
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FRANKLIN )

I, the undersigned, certify that the foregoing Second Amendment to Lease was produced before me and duly acknowledged and sworn to me by Ernie Fletcher, Governor, Commonwealth of Kentucky, on behalf of the Commonwealth of Kentucky, this 31st day of January, 2005.

My commission expires: April 5, 2006

Crystal A. Martin
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

THIS INSTRUMENT PREPARED BY:

David Porter
John W. Gragg
STITES & HARBISON, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
DEED DESCRIPTION

CAPITAL PLAZA CONFERENCE CENTER

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

Beginning at a point 17.4 feet from the south right-of-way of Wilkinson Boulevard and 11.0 feet from the east right-of-way line of Clinton Street, thence N 27°34'30" E 107.30 feet, thence N 62°25'30" W 15.64 feet, thence N 27°34'30" E 32.64 feet, thence S 62°25'30" E 15.64 feet, thence N 27°34'30" E 70.00 feet, thence N 17°25'30" W 15.10 feet, thence N 27°34'30" E 116.73 feet, thence S 62°25'30" E 3.03 feet, thence N 27°34'30" E 29.00 feet, thence S 62°25'30" E 15.002 feet, thence S 27°34'30" W 29.00 feet, thence S 62°25'30" E 33.01 feet, thence N 27°34'30" E 21.62 feet, thence N 62°25'30" W 12.00 feet, thence N 27°34'30" E 17.08 feet, thence S 62°25'30" E 12.00 feet, thence N 27°34'30" E 10.15 feet, thence S 62°25'30" E 44.04 feet, thence S 27°34'30" W 88.00 feet, thence S 62°25'30" E 30.00 feet, thence N 27°34'30" E 58.00 feet, thence S 62°25'30" E 32.00 feet, thence S 27°34'30" W 106.10 feet, thence S 62°25'30" E 40.00 feet, thence S 27°34'30" W 113.70 feet, thence N 62°25'30" W 12.00 feet, thence S 27°34'30" W 25.60 feet, thence S 62°25'30" E 12.00 feet, thence S 27°34'30" W 47.00 feet, thence N 62°25'30" W 72.00 feet, thence N 27°34'30" E 15.80 feet, thence N 62°25'30" W 30.00 feet, thence S 27°34'30" W 79.00 feet, thence N 62°25'30" W 84.6 feet to the point of beginning.

The above described parcel contains 56,253 square feet as recorded in Plat Cabinet “D”, Slide 144, Franklin County Clerk’s Office.

THERE ARE EXCLUDED FROM THE LEASEHOLD BOUNDARY THE FOLLOWING PROPERTIES:

EXCEPTION I:

AIR RIGHTS FOR THE CAPITAL 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 Boulevard between Mero Street and Clinton Street, more particularly described as follows and recorded in Plat Cabinet “D”, Slide 147:
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 Boulevard 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 12,691 square feet.

EXCEPTION II:

CAPITAL PLAZA HOTEL

All that real property in the City of Frankfort, County of Franklin, Commonwealth of Kentucky, located on the south side of Wilkinson Boulevard between Mero Street and Clinton Street, more particularly described as follows and recorded in Plat Cabinet "D", Page 146:

a) (Administration) Beginning at a point 17.40 feet from the south right-of-way line of Wilkinson Boulevard and 71.0 feet from the east right-of-way line of Clinton Street; thence N 27°34’30”E 50.50 feet; thence S 62°25’30”E 22.50 feet; thence S 27°34’30”W 32.00 feet; thence S 62°25’30”W 8.00 feet; thence S 27°34’30”W 18.50 feet; thence N 62°25’30”W 30.50 feet to the point of beginning, and containing 1,284 square feet.

b) (Stairs) Beginning at a point 58.5 feet from the south right-of-way line of Wilkinson Boulevard and 57.0 feet from the east right-of-way line of Clinton Street; thence N 27°34’30”E 13.50 feet; thence S 62°25’30”E 22.00 feet; thence S 27°34’30”W 13.50 feet; thence N 62°25’30”W 22.00 feet to the point of beginning and containing 297 square feet.

c) (Bell Captain and Storage) Beginning at a point 17.40 feet from the south right-of-way line of Wilkinson Boulevard and 146.0 feet from the east right-of-way line of Clinton Street; thence N 27°34’30”E 28.00 feet; thence S 62°25’30”E 2.00 feet; thence S 27°34’30”W 3.00 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 8.00 feet; thence S 27°34’30”W 12.50 feet; thence N 62°25’30”W 22.00 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 Boulevard and 73.5 feet from the east right-of-way line of Clinton Street; thence N 27°34'30"E 15.00 feet; thence S 62°25'30"E 15.00 feet; thence S 17°25'30"E 3.0 feet; thence S 72°34'30"W 11.00 feet; thence S 27°34'30"W 5.00 feet; thence N 62°25'30"W 9.00 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 Boulevard and 199.0 feet from the east right-of-way line of Clinton Street; thence N 27°34'30"E 12.00 feet; thence S 62°25'30"E 4.00 feet; thence N 27°34'30"E 13.00 feet; thence S 62°25'30"E 38.00 feet; thence S 27°34'30"W 16.00 feet; thence N 62°25'30"W 10.00 feet; thence S 27°34'30"W 9.00 feet; thence N 62°25'30"W 32.00 feet to the point of beginning and containing 908 square feet.

f) (Kitchen Entrance) Beginning at a point 92.0 feet from the south right-of-way line of Wilkinson Boulevard and 232.0 feet from the east right-of-way line of Clinton Street; thence S 27°34'30"E 17.00 feet; thence S 62°25'30"E 11.00 feet; thence S 27°34'30"W 25.00 feet; thence N 62°25'30"W 8.00 feet; thence N 27°34'30"E 8.00 feet; thence N 62°25'30"W 3.00 feet to the point of beginning and containing 251 square feet.

g) (Office) Beginning at a point 81.78 feet from the south right-of-way line of Wilkinson Boulevard and 72.36 feet from the east right-of-way line of Clinton Street; thence N 27°34'30"E 0.79 feet; thence N 62°25'30"W 1.28 feet; thence N 27°34'30"E 22.60 feet; thence S 62°25'30"E 1.09 feet; thence N 27°34'30"E 1.06 feet; thence S 62°25'30"E 18.86 feet; thence S 27°34'30"W 5.72 feet; thence S 62°25'30"E 0.79 feet; thence S 27°34'30"W 17.90 feet; thence N 62°25'30"W 0.34 feet; thence S 27°34'30"W 0.83 feet; thence N 62°25'30"W 19.16 feet to the point of beginning and containing 419 square feet.
EXCEPTION III:

AIR RIGHTS FOR THE CAPITAL PLAZA HOTEL
(Lounge – Air Lot “C”)

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 Boulevard between Mero Street and Clinton Street, more particularly described as follows and recorded in Plat Cabinet “D”, Slide 145:

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 512.6 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 Boulevard and 90.0 feet from the east right-of-way line of Clinton Street; thence N 27°34′30″E 21.2 feet; thence N 62°25′30″W 8.00 feet; thence N 17°25′30″W 10.00 feet; thence N 72°34′30″E 14.1 feet, thence S 62°25′30″E 58.00 feet; thence S 17°25′30″E 9.90 feet; thence S 27°34′30″W 47.00 feet; thence N 62°25′30″W 60.00 feet; thence N 27°34′30″E 15.8 feet to the point of beginning and containing 3,416 square feet.

EXCEPTION IV:

AIR RIGHTS FOR THE CAPITAL PLAZA HOTEL
(Kitchen, Restaurant, Lobby Bar – Air Lot “B”)

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 Boulevard between Mero Street and Clinton Street, more particularly described as follows and recorded in Plat Cabinet “D”, Slide 145:

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 Boulevard and 216.0 feet from the east right-of-way line of Clinton Street; thence N 27°34'30"E 30.00 feet; thence S 62°25'30"E 8.00 feet; thence N 27°34'30"E 19.00 feet; thence S 62°25'30"E 6.50 feet; thence S 27°34'30"W 2.80 feet; thence S 62°25'30"E 74.00 feet; thence S 27°34'30"W 113.70 feet; thence S 72°34'30"W 9.90 feet; thence N 62°25'30"W 58.00 feet; thence N 16°37'05"W 25.10 feet; thence N 27°34'30"E 11.50 feet; thence S 62°25'30"E 23.00 feet; thence N 27°34'30"E 45.00 feet; thence N 62°25'30"W 29.00 feet to the point of beginning and containing 8,305 square feet.

This verification of the description of the property as built was prepared by Eugene M. West, Registered Professional Land Surveyor, KY #243, July, 2003.
FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE, made and entered into effective this 31st day of July, 2002, by and between the COMMONWEALTH OF KENTUCKY, acting by and through the Finance and Administration Cabinet; the Capital Plaza Authority; the Cabinet for Economic Development; and the State Property and Buildings Commission, hereinafter referred to collectively as the “Owner,” and Frankfort Hotels, Ltd., formerly known as Wilkinson Hotels, Ltd., hereinafter referred to as the “Tenant.”

WITNESSETH:

WHEREAS, the State Property and Buildings Commission of the Commonwealth of Kentucky; the Finance and Administration Cabinet of the Commonwealth of Kentucky; the Capital Plaza Authority, a public corporation and governmental agency of the Commonwealth of Kentucky; and the Commerce Cabinet of the Commonwealth of Kentucky (now the Cabinet for Economic Development); and Wilkinson Hotels, Ltd., a Kentucky limited partnership (now Frankfort Hotels, Ltd.), entered into a Lease on December 30, 1982, demising certain property to Wilkinson for the construction and operation of a hotel thereon;

WHEREAS, the Tenant was formerly known as Wilkinson Hotels, Ltd.;

WHEREAS, the Owner is seeking an integrated management of both the Hotel Building and Conference Center as defined in the Lease; and

WHEREAS, the Tenant desires to assume operation of the Conference Center area of the Building as well, and the Owner is agreeable.

NOW, THEREFORE, in order to facilitate this mutually desired event, the above-named parties agree to the following amendments to said Lease:

The following language shall be inserted as Article 1.2:

The Conference Center space covered by the Amended and Restated Conference Center Operating Agreement dated July 15, 1987, is hereby incorporated into the Lease and subject to the same provisions and conditions as other space in the building. The Conference Center space includes all the area identified in Attachment I as “Area Constructed with $3 Million State Bond.” The space and operation are incorporated as an integral part of the Hotel operation. By mutual agreement the Owner and Tenant agree to terminate the Amended and Restated Conference Center Operating Agreement dated July 15, 1987, and the original Conference Center Operating Agreement dated December 1, 1983, effective upon the execution of this First Amendment to Lease. The Owner and Tenant also agree that there is no financial obligation of either party to the other, including back payments of management fees, revenues, or any other type of obligation, under the terminated Amended and Restated Conference Center Operating Agreement dated July 15, 1987.
Operating Agreement or the original Conference Center Operating Agreement.

2. The following language shall be inserted as Article 1.3:

The Tenant shall continue to operate the Hotel Building as a hotel for 20 years from the date of execution of this First Amendment to Lease.

If, after 20 years, the Tenant decides to convert the Hotel Building from a hotel to other uses, the Owner shall have the option to purchase the Hotel Building at its appraised value as a hotel using the income approach. The Secretary of the Finance and Administration Cabinet shall be notified, in writing, of the Tenant’s decision to convert the Hotel Building to other uses at least one year prior to the planned conversion, and the Secretary shall have 120 days to exercise this option or a right to purchase option. The appraisal, to be completed within 120 days after the option to purchase or right to purchase option has been exercised, shall be conducted by a professional appraisal firm acceptable to both the Tenant and the Owner. Closing, should the Commonwealth choose to purchase, shall be no later than 45 days following the 120 days allowed to obtain the appraisal, unless otherwise agreed to by both parties.

During the period that the Tenant is required to operate the Hotel Building as a hotel, the Commonwealth of Kentucky shall refrain from directly or indirectly engaging in the hotel business by owning or operating a hotel, motel, or other lodging facility that competes with the Tenant in Franklin County, Kentucky, and shall not permit any real property owned or controlled by the Commonwealth within a 1 mile radius of the Hotel Building to be used for a hotel, motel, or any other type of lodging facility that competes with the business of the Tenant.

3. The following language shall be inserted as Article 1.4:

The Owner shall continue to furnish the utilities to Tenant as described below, until such time as the Tenant in its sole discretion makes arrangements to obtain the utilities directly from the utility companies. The Tenant shall pay to the Owner the cost of utilities provided by the Owner to the Tenant and Tenant’s usage of those utilities shall be separately metered. The Tenant’s cost for metered usage shall be in accordance with the provisions set forth below. The Owner shall submit billings for utilities to the Tenant on a monthly basis on or before the 20th day of each month and the Tenant shall pay those bills within 30 days after receipt. Owner will install meters to measure Tenant’s usage of the types of utilities discussed below by May 31, 2002. Upon the earlier of the Tenant’s sale of the Hotel or December 31, 2002, the agreement on
utility billing between the Department for Facilities Management and “Wilkinson” dated November 2, 1987, will be terminated.

In detail, the provision of utilities shall be handled as follows:

a. The cost basis for utilities is based on these utilities:
   1. Natural Gas - The unit cost is based upon the monthly cost of non-interruptible natural gas as delivered by Columbia Gas.
   2. Electricity - The unit cost is based upon the monthly cost of electricity as delivered by Frankfort Plant Board.
   3. Water - The unit cost is based upon the monthly cost of water, without any sewer charges, as delivered by Frankfort Plant Board.

b. Heating costs will be based on the actual “Heating Therms” used as measured by “BTU Meters.” Heating costs are calculated according to the formula in Exhibit A.

c. Chilled Water costs will be based on the actual “Cooling Therms” used as measured by “BTU Meters.” Chilled Water costs are calculated according to the formula in Exhibit B.

d. Maintenance and Depreciation charges for Heating / Hot Water are calculated according to the formula in Exhibit C.

e. Maintenance and Depreciation charges for Cooling / Chilled Water are calculated according to the formula in Exhibit D.

f. Electricity charges for Air Handling Units B4 and B5 (AHU’s B4 and B5) are calculated according to the formula in Exhibit B. AHU’s B4 and B5 serve both hotel areas and the leased retail areas.

g. Heating and cooling charges for Air Handling Units B4 and B5 (AHU’s B4 and B5) are calculated according to the formulas in Exhibits A and B and shall be based on separately metered usage. Because AHU’s B4 and B5 serve both hotel areas and the leased retail areas, the heating and/or cooling consumption charged to the Hotel shall be 76.875% of the total metered consumption for AHU’s B4 and B5.

4. The following language shall be inserted as Article 1.5:

The Tenant shall submit an unaudited financial statement with its annual rental payment as set forth in Article 3 of the Lease. If the Owner reasonably questions the Gross Revenue reflected in the financial statement, it may at its sole discretion, if a satisfactory resolution cannot be reached with the Tenant, require the Tenant to either submit an audited statement or request the Commonwealth of Kentucky Auditor of Public
Accounts to verify the annual gross income. If such an audit is required, it shall be at the sole cost and expense of the Tenant provided that the Tenant's Gross Revenue as shown by the audit differs by three percent or more from the Tenant's Gross Revenue as shown on the Tenant's financial statement submitted to the Owner.

5. Article 2.1(i) is amended as follows:

The right to obtain from Landlord all of the water (both hot water at not less than 270 degrees and chilled water), gas, 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 under the terms contained in Article 1.4.

6. Article 3.2 is amended to reflect that the “Commencement Date” was in fact January 1, 1984.

7. Article 7.1 is amended as follows:

From and after the execution of the First Amendment to Lease, Tenant shall have the full and sole responsibility for the condition, operation, repair, maintenance and management of the Hotel Building and the Conference Center and all the systems, lines and equipment located within the Hotel Building and Conference Center, except as otherwise provided in this Lease. Tenant agrees throughout the term of the Lease, at Tenant's sole cost and expense, to keep the Hotel Building, Conference Center, 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 in connection with the Hotel Building and Conference Center, including the area of roof indicated on Attachment 2 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, Conference Center, or any of the Forgoing. Tenant shall keep and maintain all portions of the Hotel Building and Conference Center in a clean and orderly condition, free of accumulation of dirt and rubbish.

8. Article 18 is deleted in its entirety.

9. Articles 2 through 21 of the Lease are amended to reflect that whenever the term “Hotel Building” is used, it shall, upon execution of this First Amendment to Lease, be understood to include the Conference Center.
This First Amendment to Lease shall become effective upon execution. All other terms and provisions of the Lease not herein amended shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties have subscribed their names as of the date first written above:

OWNER:
COMMONWEALTH OF KENTUCKY

By: T. Kevin Flanery, Secretary
    T. Kevin Flanery, Chairman
    Finance & Administration Cabinet
    Capital Plaza Authority

By: Marvin E. Strong, Jr., Secretary
    Cabinet for Economic Development

By: Paul E. Patton, Governor
    Commonwealth of Kentucky

By: Paul E. Patton, Chairman
    State Property & Buildings Commission

TENANT:
FRANKFORT HOTELS, LTD.

By: Jane A. Miller
    Its: President & General Partner
CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY)
COUNTY OF FRANKLIN )

I, the undersigned, certify that the foregoing First Amendment to Lease was produced before me and duly acknowledged and sworn to me by T. Kevin Flanery, Secretary, Finance and Administration Cabinet, on behalf of the Commonwealth of Kentucky, this day of July, 2002.

My commission expires: April 8, 2006

[Signature]
NOTARY PUBLIC, KENTUCKY
STATE AT LARGE

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY)
COUNTY OF FRANKLIN )

I, the undersigned, certify that the foregoing First Amendment to Lease was produced before me and duly acknowledged and sworn to me by T. Kevin Flanery, Chairman, Capital Plaza Authority, on behalf of the Commonwealth of Kentucky, this day of July, 2002.

My commission expires: April 8, 2006

[Signature]
NOTARY PUBLIC, KENTUCKY
STATE AT LARGE

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY)
COUNTY OF FRANKLIN )

I, the undersigned, certify that the foregoing First Amendment to Lease was produced before me and duly acknowledged and sworn to me by Marvin E. Strong, Jr.,

[Signature]
Secretary, Cabinet for Economic Development, on behalf of the Commonwealth of Kentucky, this 23rd day of July, 2002.

My commission expires: Oct. 31, 2003

Holland Hargrave
NOTARY PUBLIC, KENTUCKY
STATE AT LARGE

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY
COUNTY OF FRANKLIN

I, the undersigned, certify that the foregoing First Amendment to Lease was produced before me and duly acknowledged and sworn to me by Paul E. Patton, Chairman, State Property & Buildings Commission, on behalf of the Commonwealth of Kentucky, this 31st day of July, 2002.

My commission expires: 6-30-05

Sally Carter Elson
NOTARY PUBLIC, KENTUCKY
STATE AT LARGE

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY
COUNTY OF FRANKLIN

I, the undersigned, certify that the foregoing First Amendment to Lease was produced before me and duly acknowledged and sworn to me by Paul E. Patton, Governor, Commonwealth of Kentucky, on behalf of the Commonwealth of Kentucky, this 31st day of July, 2002.

My commission expires: 6-30-05

Sally Carter Elson
NOTARY PUBLIC, KENTUCKY
STATE AT LARGE
CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF FRANKLIN

I, the undersigned, certify that the foregoing First Amendment to Lease was produced before me and duly acknowledged and sworn to me by Jane M. Miller, Frankfort Hotels, Ltd., this 29th day of June, 2002.

My commission expires: 9-26-03

Julie Woods
NOTARY PUBLIC, KENTUCKY
STATE AT LARGE

APPROVED AS TO FORM & LEGALITY:

[Signature]
Assistant General Counsel
Finance and Administration Cabinet
Exhibit A

HEATING / HOT WATER COSTS

FORMULA: Heating cost = measured therms x (0.2185 x electric cost per KWH + 1.176 x gas cost per therm) + (6205 KWH x electric cost per KWH).

BACKGROUND:

FACTS:
1. Hot water usage will be measured with BTU meters.
2. Based on manufacturer's data, boiler capacity is 25,000,000 btuh at an operating efficiency of 80.5%.
3. Only one boiler is needed to carry the peak load.
4. Each boiler has a 20 hp blower motor.
5. There are two primary hot water circulating pumps. Only one operates at a time. Each pump is 25 hp.
6. There are two 10 hp circulating pumps that are dedicated to the hotel. Only one operates at a time.
7. One therm equals 100,000 Btu.

ASSUMPTIONS:
1. Pump motors operate at 0.85 kw per horsepower.
2. "Average" operating condition is one boiler operating at 70% capacity.

CALCULATIONS:
"Average" operating KW = 0.85kw/hp x (20hp + 25hp) = 38.25 KW.
Dedicated pump operating KW = 0.85kw/hp x 10hp = 8.5 KW
"Average" operating gas consumption = 25,000,000 btuh x 70% / 80.5% x 1 therm / 100,000 btuh = 205.882 therms/hour
"Average" operating capacity = 25,000,000 btuh x 70% x 1 therm / 100,000 btuh = 175 therms/hour
Power consumption = 38.25 KWH / 175 therms = 0.2185 KWH / therm
Gas consumption = 205.882 therms (input) / 175 therms (output) = 1.176 (efficiency factor)
Dedicated pump consumption = 8.5kw x 8760 hrs/year / 12 mo/yr = 6205 KWH/month.

Heating cost = measured therms x (0.2185 x electric cost per KWH + 1.176 x gas cost per therm) + (6205 KWH x electric cost per KWH).
Exhibit B

COOLING / CHILLED WATER COSTS

FORMULA:  
Cooling cost = 7.358 KWH/therm \times \text{measured therms} \times \text{utility cost per KWH}.

BACKGROUND:

FACTS:
1. Chilled water usage will be measured with BTU meters.
2. Four 500-ton centrifugal chillers serve the complex. Based on manufacturer’s data, these chillers operate at 0.549 kwh/ton at full load, and at 0.416 kwh/ton at 80% of full load.
3. There are two primary chilled water pumps that operate continuously, regardless of chiller operating load. These pumps are 200 hp each.
4. There are four secondary chilled water pumps, one for each chiller. These pumps run only when their respective chiller is running. There are two pumps at 50 hp and two at 20 hp, (total 140 hp).
5. There are four condenser water pumps, one for each chiller. These pumps run only when their respective chiller is running. There are two pumps at 30 hp and two at 25 hp, (total 110 hp).
6. There are four cooling tower fans at 30 hp each. These fans cycle according to the operating load of the chillers.
7. One “therm” of cooling, (100,000 btu), is equal to 8.3333 ton-hours.

ASSUMPTIONS:
1. "Average" operating condition is three chillers running 80% loaded. This represents a total "average" load of 499.2 kwh. (3 \times 500 \text{ tons} \times 80\% \times 0.416 \text{kwh/ton} = 499.2 \text{kwh})
2. Pump motors operate at 0.85 kwh per horsepower.
3. At the assumed “average” operating condition, the total operating pump horsepower is 587.5. (This assumes that both primary chilled water pumps are operating, 3 of 4 secondary chilled water pumps are operating and 3 of 4 condenser water pumps are operating.)
4. Cooling tower fans cycle based on load. Therefore, with 4-30hp motors operating at full load, the "average" condition represents a total fan horsepower of 72 hp. (4 \times 30 \times 3/4 \times 80\% = 72)
5. Operating capacity of the system at "average" load is 1200 tons. (4 \times 500 \times 3/4 \times 80\% = 1200)

CALCULATIONS:
"Average" operating KW = 499.2kw + 0.85kw/ hp (587.5hp + 72hp) = 1059.8 Kw
1059.8 Kw / 1200 tons = 0.883 KWH/ ton, or 0.883 KWH/ton-hour.
0.883 KWH/ton-hour \times 8.3333 ton-hours/therm = 7.358 KWH/therm.

Cooling cost = 7.358 KWH/therm \times \text{measured therms} \times \text{utility cost per KWH}.
Exhibit C

HEATING / HOT WATER MAINTENANCE CHARGES

FORMULA:  $0.208/THERM.

BACKGROUND:

Assumptions:
1. Estimates based on cost of new Central Utility Plant being built to serve new transportation building and eventually Plaza Complex.
2. Estimated cost $7,500,000 (not including the cost of the transmission lines). Cost divided equally between heating and cooling - 25 year life.
3. Heating Capacity: 48,000,000 BTU/hr, average of 2000 hours year full load capacity.
4. CUP to be manned 24/7, total of 6 employees at average salary of $22.18/hr including benefits. Cost divided equally between heating and cooling.
5. Average cost of chemical treatment $600.00 per month.
6. One “therm” equals 100,000 BTU’s

Calculations:
Average total therms of cooling produced per year = (48,000,000/100,000) therm/hr x 2000 hrs/year = 960,000 Therms/year
Depreciation cost per Therm = ($7,500,000/2) / (960,000 therm/year x 25 year) = $0.156/therm
Operation/Maintenance Cost per therm = 4160/2 hours/year x $22.178/hr / 960,000 Therms/year = $0.048/therm
Chemical Treatment cost per therm = $600 x 6 months of year / 960,000 therm year = $0.004/therm

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Exhibit D

COOLING / CHILLED WATER MAINTENANCE CHARGES

FORMULA:  $0.462/Therm + (45 gallons/therm x therms x water cost/gallon)

BACKGROUND:

Assumptions:
1. Estimates based on cost of new Central Utility Plant being built to serve new transportation building and eventually Plaza Complex.
2. Estimated cost $7,500,000 (not including the cost of the transmission lines). Cost divided equally between heating and cooling. 25 year life.
3. Heating Capacity: 48,000,000 BTU/hr, average of 2000 hours year full load capacity.
4. Cooling Capacity: 28,800,000 BTU/hr, average of 1500 hours year full load capacity.
5. CUP to be manned 24/7, total of 6 employees at average salary of $22.18/hr including benefits. Cost divided equally between heating and cooling.
6. Average cost of chemical treatment $600.00 per month.
7. Cooling tower circulation equal to 7200 gpm. Losses due to evaporation, blow down & drift = 3%.
8. One “therm” equals 100,000 BTU’s

Calculations:
Average total therms of cooling produced per year = (28,800,000/100,000) therm/hr x 1500 hrs/year = 432,000 Therm/year
Depreciation cost per Therm = ($7,500,000/2) / (432,000 therm/year x 25 year) = $0.347/therm
Operation/Maintenance Cost per therm = 4160/2 hours/year x $22.178/hr / 432,000 Therm/year = $0.107/therm
Chemical Treatment cost per therm = $600 x 6 months of year / 432,000 therm year = $0.008/therm
Water Usage = (.03 x 7200 gpm x 60 minutes/hr x 1500 hours /year) / 432,000 therm / year = 45 gallons / therm
Water cost = 45 gallons/therm x therms x water cost per gallon

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Exhibit E

COMMON AIR HANDLER ALLOCATION – (AHU's B4 & B5)

**FORMULA**: Monthly electrical operating cost = 23,850 KWH x electric cost per KWH.

Monthly heating and/or cooling cost = 76.875% of the total metered consumption of hot water and/or chilled water for AHU's B4 and B5.

**BACKGROUND**:

**FACTS**:
1. Air handling units B4 and B5 serve hotel areas and common leased spaces. Total area served is 20,480 square feet. Of that total, 15,744 square feet is hotel space.
2. Each of the two air handlers has a 20 hp supply fan and a 1.5 hp return fan.
3. A 5 hp chilled water pump and a 2 hp hot water pump serve the two air handling units.
4. Both air handling units run 8760 hours per year.

**ASSUMPTIONS**:
1. Pump and blower motors operate at 0.85 kW per horsepower.
2. Operating cost can be equitably apportioned based on area served.

**CALCULATIONS**:
Total motor horsepower of the two systems is 50 hp. (2 @ 20hp, 2 @ 1.5hp, 1 @ 5hp and 1 @ 2hp)

Total motor power requirement = 50 x 0.85 = 42.5 KW.

Monthly power consumption = 42.5 kW x 8760 hrs/year / 12 months/year = 31,025 kwh/month

Power allocated to hotel = 31,025 x (15,744 / 20,480) = 23,850 KW

Hotel's monthly electrical operating cost = 23,850 KWH x electric cost per KWH.

Hotel's monthly hot water and/or chilled water operating cost for AHU's B4 and B5 = 76.875% of the metered consumption of hot water and/or chilled water for AHU's B4 and B5.

15,744 SF / 20,480 SF = 76.875%