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EXHIBIT A

PARCEL B BLOCK

SOURCE DEED

HOTEL LEASE/AMENDMENTS

PARCEL C

SOURCE DEED (SEE SOURCE

DEED FOR PARCEL B BLOCK)

YMCA LEASE/AMENDMENTS

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Capital Plaza

L. P. 21-6 231  
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DEED OF CONVEYANCE  
AND  
DEED OF CORRECTION

THIS DEED, made and entered into at Frankfort, Kentucky this the 17<sup>th</sup> day of November, 1970, by and between the URBAN RENEWAL AND COMMUNITY DEVELOPMENT AGENCY OF FRANKFORT, KENTUCKY, (formerly the Slum Clearance and Redevelopment Agency of Frankfort, Kentucky), Grantor, and THE COMMONWEALTH OF KENTUCKY, Grantee, for the purpose of conveying tracts numbers one, two and three, and for the purpose of correcting the description of tract number four heretofore conveyed by Grantor to Grantee by deed dated August 22, 1968, and recorded in Deed Book 217 page 176.

77-1-1

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 numbers 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, 1968, and recorded in Deed Book 217, page 176, in which an error in description 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

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FRANKFORT, KY.

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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". Grantor does hereby grant, sell, alien 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 Mero Street with the eastern right-of-way line of Wilkinson Street; thence, N 29° 54' 00" E 6.151 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 36.808 feet from the previous point; thence, continuing with Wilkinson Street, N 27° 03' 00" E 390.20 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° 38' 54" E 27.951 feet from the previous point, thence, N 29° 54' 00" E 8.24 feet to a point in the southern right-of-way of Hill Street; thence, with Hill Street, S 80° 06' 00" E 885.12 feet to a point; thence, N 29° 54' 00" E 2.92 feet to a point; thence, with a 25-foot radius curve to the right, 23.788 feet to a point in the western right-of-way of St. Clair Street, said point also being S 32° 48' 54" E 22.808 feet from the previous point; thence, with St. Clair Street, S 29° 41' 00" W 383.863 feet to a point in the northern right-of-way of Mero Street; thence, with Mero Street, N 80° 06' 00" W 853.397 feet to the point of beginning and containing 7.875 acres.

a. Being a part of the property acquired by Grantor from the Board of Education of Frankfort, Kentucky, by deed dated the 7th day of December, 1955, and recorded in Deed Book 204, page 484, and

b. Being a part of the property acquired by Grantor from the Frankfort Electric and Water Plant Board and the City of Frankfort, Kentucky by deed dated the 31st day of December, 1959, and recorded in Deed Book 161, page 547, and

c. Being a part of the property acquired by Grantor from Robert Switzer, et al., by deed dated the 13th day of May, 1960, and recorded in Deed Book 163, page 508, and

d. Being a part of the property acquired by Grantor by two deeds, one from Florence Wakefield, et al., by deed dated June 2, 1961, and recorded in Deed Book 172, page 346, 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 Grantor from Cecil Warren, et al., by deed dated the 30th day of June, 1960, and recorded in Deed Book 164, page 208, and

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- f. Being a part of the property acquired by Grantor from Paul J. McDaniel, et al., by deed dated the 15th day of June, 1952, and recorded in Deed Book 176, page 63, and 363
- g. Being a part of the property acquired by Grantor from Ben Turner, et al., by deed dated the 23rd day of April, 1952, and recorded in Deed Book 174, page 61, and .
- h. Being a part of "Tract One" acquired by Grantor from O. T. Moore, by deed dated the 17th day of June, 1959, and recorded in Deed Book 159, page 280, and
- i. Being a part of the property acquired by Grantor from Ruby C. Jackson, et al., by deed dated the 29th day of November, 1962, and recorded in Deed Book 176, page 451, and
- j. Being a part of the property acquired by Grantor from Laura F. Chase, by deed dated the 2nd day of November, 1960, and recorded in Deed Book 168, page 99, and
- k. Being a part of "Tract No. 11" and all of "Tract No. 10" and all of "Tract No. 13" acquired by Grantor from Charles E. Welsenburgh, et al., by deed dated the 19th day of February, 1962, 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, 1962, 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, 1961, and recorded in Deed Book 168, page 105, and
- n. Being a part of the property acquired by Grantor from Ida Howard, by deed dated the 11th day of June, 1961, and recorded in Deed Book 169, 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 242, and
- p. Being all of "Tract No. 3" and "Tract No. 4" and "Tract No. 5" acquired by Grantor from Emma F. Utterback, Executrix, by deed dated the 10th day of September, 1959, and recorded in Deed Book 160, page 318, and
- q. Being all of the property acquired by Grantor from Nina H. O'Banion, et al., by deed dated the 10th day of June, 1965, 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 28th day of October, 1964, and recorded in Deed Book 188, page 404, and

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s. 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, 1859, and recorded in Deed Book 159, page 224, and

t. Being all of the property acquired by Grantor from Marcellz Curry, by deed dated the 27th day of June, 1850, 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, 1861, and recorded in Deed Book 189, page 581, and

v. Being all of "Parcel III" and "Parcel V" acquired by Grantor from Jane Duvall, et al., by deed dated the 28th day of June, 1863, and recorded in Deed Book 179, page 289, and

w. Being all of first tract described in deed acquired by Grantor from Sister Moore, et al., by deed dated the 20th day of October, 1859, and recorded in Deed Book 161, page 83, and

x. Being all of the property acquired by Grantor from Ovela Blades Gorton, et al., by deed dated the 7th day of March, 1862, and recorded in Deed Book 172, page 559, and

y. Being all of the property acquired by Grantor from Edgar E. Hume, et al., by deed dated the 30th day of March, 1863, and recorded in Deed Book 178, page 110, and

z. Being all of the property acquired by Grantor from Susan Scott, et al., by deed dated the 19th day of December, 1864, and recorded in Deed Book 189, page 285, 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 18th day of October, 1960, and recorded in Deed Book 165, page 560, and

bb. Being all of the property acquired by Grantor from Mary C. Williams, by deed dated the 3rd day of August, 1861, and recorded in Deed Book 170, page 220, and

cc. Being all of Parcels No's. 6-7 and 8 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 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, 1862, and recorded in Deed Book 174, page 53, and

ee. Being all of the property acquired by Grantor from Jessie Hale, et al., by deed dated the 7th day of March, 1862, 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 186, page 586, and

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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 161, page 312, and

hh. Being all of "Tract No. 316-41" acquired by Grantor from Elias Ford, et al., by deed dated the 8th day of December, 1961, 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 22nd 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, 1960, and recorded in Deed Book 165, page 608, and

ll. Being all of the property acquired by Grantor from Marie Henry, et al., by deed dated the 28th day of December, 1965, and recorded in Deed Book 198, page 157, and

mm. Being all of the property acquired by Grantor from Edrena Marsh, by deed dated the 1st day of November, 1960, and recorded in Deed Book 166, page 85, and

nn. Being all of the property acquired by Grantor from Katie McClain, et al., by deed dated the 17th day of August, 1960, and recorded in Deed Book 164, page 569, and

oo. Being a part of the property acquired by Grantor from Izetta 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 12th day of August, 1959, and recorded in Deed Book 160, page 62, 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 166, page 273, and

rr. Being all of the property acquired by Grantor from Scott Jameson, et al., by deed dated the 30th day of April, 1964, and recorded in Deed Book 184, page 560, and

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ss. Being all of the property acquired by Grantor from Viola Anderson, et al., by deed dated the 22nd day of March, 1953, 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, 1952, 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 188, page 597, and

ww. Being all of the property acquired by Grantor from Mary Lee Hunter, by deed dated the 8th day of March, 1962, and recorded in Deed Book 177, page 550, and

xx. Being all of the property acquired by Grantor from Anna E. Williams, by deed dated the 7th day of March, 1962, and recorded in Deed Book 174, page 33, and

yy. Being all of the property acquired by Grantor from Lou Ward Johnson, et al., by deed dated the 8th day of December, 1964, and recorded in Deed Book 189, page 288, 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 166, page 598, and

aaa. Being all of the property acquired by Grantor from Fannie Feamster Smock, et al., by deed dated the 21st day of January, 1961, and recorded in Deed Book 187, page 94, and

bbb. Being all of the property acquired by Grantor from Alice Anderson, et al., by deed dated the 28th day of April, 1961, and recorded in Deed Book 168, page 487, 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 Willye Graham Conda, et al., by deed dated the 11th day of January, 1961, and recorded in Deed Book 167, page 126, and

eee. Being all of the property acquired by Grantor from Carrie Louise Hayes, by deed dated the 21st day of July, 1960, and recorded in Deed Book 164, page 400, and

fff. Being all of the property acquired by Grantor from Lelala Marshall, by deed dated the 31st day of October, 1962, and recorded in Deed Book 176, page 446, and 367

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, 1958, and recorded in Deed Book 160, page 318, and

iii. Being "Parcel No. 317-22 and No. 317-25" acquired by Grantor from Emma L. Dreyer, by deed dated the 31st day of March, 1961, and recorded in Deed Book 168, page 99, and

jjj. Being "Third tract" of property acquired by Grantor from Ruth Jilson Duvall, et al., by deed dated the 2nd day of July, 1959, and recorded in Deed Book 158, page 380, and

kkk. Being "Tract No. One and Tract No. Two" acquired by grantor from Irving Rosensteln, 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 180, page 391, and

nnn. Being all of the property acquired by Grantor from W. I. Fields, by deed dated the 13th day of September, 1960, and recorded in Deed Book 166, page 140, and

ooo. Being all of the property acquired by Grantor from Alfred Millon, et al., by deed dated the 2nd day of November, 1962, and recorded in Deed Book 176, page 448, and

ppp. Being all of the property acquired by Grantor from Geneva Jones, et al., by deed dated the 1st day of December, 1962, and recorded in Deed Book 175, page 460, and

qqq. Being all of the property acquired by Grantor from Rosa Workins, et al., by deed dated the 14th day of January, 1964, and recorded in Deed Book 183, page 297, 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 168, 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



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ttt. Being all of the property acquired by Grantor from Annie Graham, et al., by deed dated the 30th day of April, 1963, 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 6th day of May, 1960, and recorded in Deed Book 163, page 388, and

vvv. Being all of the property acquired by Grantor from Mary E. Bryant, by deed dated the 23rd day of May, 1962, and recorded in Deed Book 174, page 38, and

www. Being all of the property acquired by Grantor from B. T. Holmes, et al., by deed dated the 31st day of May, 1962, and recorded in Deed Book 174, page 50, and

xxx. Being all of the property acquired by Grantor from Lucinda Hutchinson, by deed dated the 1st day of May, 1961, and recorded in Deed Book 168, page 283, and

yyy. Being all of the property acquired by Grantor from Mary Holmes, by deed dated the 25th day of May, 1962, and recorded in Deed Book 174, page 43, and

zzz. Being a part of the property acquired by Grantor from Elias Kirby, et al., trustees, by deed dated the 13th day of February, 1965, and recorded in Deed Book 192, 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, 1962, and recorded in Deed Book 174, page 482, and

bbbb. Being part of "Tract No. One (317-45)" acquired by Grantor from Earnest Wooldridge, et al., by deed dated the 29th day of March, 1962, and recorded in Deed Book 178, 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, 1962, and recorded in Deed Book 177, page 5, and

dddd. Being part of the property acquired by Grantor from Ann Johnson Sanders, et al., by deed dated the 9th day of March, 1962, and recorded in Deed Book 172, page 557, and

eeee. Being part of "Tract One and Tract Two" acquired by Grantor from O. T. Moore, by deed dated the 17th day of June, 1968, and recorded in Deed Book 168, page 280, and

ffff. Being part of the property acquired by Grantor from Sarah Ann Perkins, et al., by deed dated the 30th day of November, 1959, and recorded in Deed Book 161, page 406, and

gggg. Being part of the property acquired by Grantor from Mary C. Papa, by deed dated the 13th day of March, 1962, and recorded in Deed Book 172, page 544, and

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hh. Being part of the property acquired by Grantor from Mary Louise Dreyer, by deed dated the 31st day of March, 1881, and recorded in Deed Book 168, page 82, and

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iii. All of that portion of Blanton Street, Washington Street, and Center Street, lying between Wilkinson Street on the West Hill Street, on the North St. Clair Street, on the East and Mero Street, on the South, were acquired by Grantor by judgment of the Franklin Circuit Court duly entered in Action No. 70852, styled City of Frankfort, Kentucky Vs. Urban Renewal and Community Development Agency of Frankfort, Kentucky, dated September 28, 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 428.08 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 46.88 feet to a point; thence, N 56° 07' 27" 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, 1887, and recorded in Deed Book 208, page 74, and

b. Being all of the property acquired by Grantor from Ernest Woodriddle, et al., by deed dated the 9th day of March, 1887, and recorded in Deed Book 206, page 243, and

c. Being all of the property acquired by Grantor from Pascall Powell, by deed dated the 9th day of March, 1887, and recorded in Deed Book 206, page 248, and

d. Being all of the property acquired by Grantor from Jahn Conda, by deed dated the 23rd day of May, 1888, and recorded in Deed Book 202, page 152, and

e. Being all of the property acquired by Grantor from Silas Kirby, et al., trustees, by deed dated the 2nd day of August, 1888, and recorded in Deed Book 218, page 341, and

g. Being all of the property acquired by Grantor from Annie Beaty, by deed dated the 11th day of April, 1888, and recorded in Deed Book 214, page 358, and

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h. Being all of the property acquired by Grantor from Ewing Adkins, by deed dated the 26th day of January, 1885, and recorded in Deed Book 182, page 476, and

i. Being all of the property acquired by Grantor from Mrs. Earl Parrish, by deed dated the 31st day of August, 1885, and recorded in Deed Book 200, page 308, and

j. Being all of the property acquired by Grantor from Earl Tracey, et al., by deed dated the 18th day of March, 1883, 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, 1888, 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, 1967, and recorded in Deed Book 214, page 353, and

m. Being all of the property acquired by Grantor from Verletta Beaty Hackett, et al., by deed dated the 31st day of August, 1886, and recorded in Deed Book 204, page 201, and

n. Being all of the property acquired by Grantor from Mrs. Cecil Burbridge, by deed dated the 31st day of July, 1965, and recorded in Deed Book 185, page 358, and

o. Being all of the property acquired by Grantor from John Salyers, et al., by deed dated the 6th day of December, 1885, and recorded in Deed Book 187, page 489, and

p. Being all of the property acquired by Grantor from Costella Wolf, by deed dated the 18th day of April, 1888, and recorded in Deed Book 200, page 281, and

q. Being all of the property acquired by Grantor from Etha Blanton, et al., by deed dated the 30th day of June, 1888, and recorded in Deed Book 202, page 137, and

r. Being all of the property acquired by Grantor from Julia Baxter, by deed dated the 22nd day of December, 1886, and recorded in Deed Book 188, page 141.

TRACT NO. THREE (Survey Tract No. 10)

Beginning at the intersection of the southern right-of-way line of Mero Street with the eastern right-of-way of Wilkinson Street; thence, with the southern right-of-way of Mero Street, S 80° 06' 00" E 824.13 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 29° 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 80° 06' 00" 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 28° 54' 00" E 7.29

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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 15° 05' 48" W 55.358 feet from the previous point; thence, continuing with Wilkinson Street N 29° 54' 25" 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 39.267 feet to a point, said point also being N 74° 54' 13" E 35.353 feet from the previous point; thence, continuing with Wilkinson Street, N 29° 54' 00" E 5.855 feet to the point of beginning and containing 7.729 acres. 371

a. Being all of the property acquired by Grantor from Valentine B. Christopher, et al., by deed dated the 16th day of February, 1962, and recorded in Deed Book 177, page 381, and

b. Being all of the property acquired by Grantor from Mable Brown, et al., by deed dated the 29th day of October 1964, and recorded in Deed Book 188, page 410, and

c. Being all of the property acquired by Grantor from Ernest Wooldridge, et al., by deed dated the 27th day of March, 1963, and recorded in Deed Book 178, 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, 1963, and recorded in Deed Book 178, 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, 1963, and recorded in Deed Book 177, page 214, and

f. Being all of the property acquired by Grantor from Annie Stone by deed dated the 13th day of December, 1962, and recorded in Deed Book 177, page 16, and

g. Being all of the property acquired by Grantor from John H. Stocklitch, by deed dated the 31st day of October, 1962, and recorded in Deed Book 176, page 437, and

h. Being all of the property acquired by Grantor from Eugene Crouse Estate, by deed dated the 8th day of September, 1960, and recorded in Deed Book 165, page 124, and

i. Being all of the property acquired by Grantor from Ermina J. Darnell, by deed dated the 6th day of July, 1959, and recorded in Deed Book 159, 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, 1960, and recorded in Deed Book 165, page 609, and

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k. Being "Tract 313 A-13 and Tract 22" acquired by Grantor from Ernest Wooldridge, et al., by deed dated the 29th day of March, 1963, and recorded in Deed Book 179, page 29, and

l. Being all of the property acquired by Grantor from James Linton, et al., by deed dated the 6th day of February, 1961, and recorded in Deed Book 167, page 179, and

m. Being all of the property acquired by Grantor from Annie W. McClain, et al., by deed dated the 6th 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, 1961, and recorded in Deed Book 170, page 156, and

o. Being all of the property acquired by Grantor from Frankfort 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 8th day of November, 1960, and recorded in Deed Book 166, 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 168, page 349, 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, 1963, and recorded in Deed Book 178, page 269, 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 169, page 458, and

t. Being "Tract 313A-12 and Tract 313B-10 and 11" acquired by Grantor from Silas Ford, et al., by deed dated the 8th day of December, 1961, and recorded in Deed Book 171, page 409, and

u. Being all of the property acquired by Grantor from Clotia B. Ellis, by deed dated the 13th day of June, 1961, and recorded in Deed Book 168, page 589, 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 188, page 397, and

w. Being "Tract 313A-1, 313A-2, 313A-3, 313A-4, 313B-1, 313B-2, 313B-3, 313B-4, 313B-5, 313B-6, 313B-7, 313B-8, 313B-9, 313B-10, 313B-11, 313B-12, 313B-13, 313B-14, 313B-15, 313B-16, 313B-17, 313B-18, 313B-19, 313B-20, 313B-21, 313B-22, 313B-23, 313B-24, 313B-25, 313B-26, 313B-27, 313B-28, 313B-29, 313B-30, 313B-31, 313B-32, 313B-33, 313B-34, 313B-35, 313B-36, 313B-37, 313B-38, 313B-39, 313B-40, 313B-41, 313B-42, 313B-43, 313B-44, 313B-45, 313B-46, 313B-47, 313B-48, 313B-49, 313B-50, 313B-51, 313B-52, 313B-53, 313B-54, 313B-55, 313B-56, 313B-57, 313B-58, 313B-59, 313B-60, 313B-61, 313B-62, 313B-63, 313B-64, 313B-65, 313B-66, 313B-67, 313B-68, 313B-69, 313B-70, 313B-71, 313B-72, 313B-73, 313B-74, 313B-75, 313B-76, 313B-77, 313B-78, 313B-79, 313B-80, 313B-81, 313B-82, 313B-83, 313B-84, 313B-85, 313B-86, 313B-87, 313B-88, 313B-89, 313B-90, 313B-91, 313B-92, 313B-93, 313B-94, 313B-95, 313B-96, 313B-97, 313B-98, 313B-99, 313B-100" acquired by Grantor from Anna S. Welsenburgh, et al., by deed dated the 19th day of February, 1962, 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, 1858, and recorded in Deed Book 160, page 318, and

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y. Being all of the property acquired by Grantor from Frankfort Electric and Water Plant Board, by deed dated the 6th day of March, 1858, and recorded in Deed Book 218, page 350, and

z. Being all of the property acquired by Grantor from Janie B. West, et al., by deed dated the 11th day of September, 1858, and recorded in Deed Book 160, page 387, and

aa. Being "Tracts 312B-1, 312B-8, 312B-10, 313B-3, and 313B-5A" 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 182, and

bb. Being all of the property acquired by Grantor from Silas Kirby, by deed dated the 3rd day of October, 1860, and recorded in Deed Book 165, page 461, 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, 1859, and recorded in Deed Book 161, page 547, and

dd. Being "Tracts 313B-7 and 312A-5" acquired by Grantor from Jane Duvall, et al., by deed dated the 31st day of January, 1862, and recorded in Deed Book 172, page 348, and

ee. Being all of the property acquired by Grantor from Dean Van Meter, et al., by deed dated the 18th day of October, 1861, and recorded in Deed Book 170, page 539, and

ff. Being "Tract No. 313B-8" acquired by Grantor from Raymond Brawner, et al., by deed dated the 18th day of October, 1861, and recorded in Deed Book 170, page 539, 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 166, page 566, and

jj. Being all of the property acquired by Grantor from Jane Duvall, et al., by deed dated the 29th day of January, 1862, and recorded in Deed Book 172, page 348, and

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kk. Being all of the property acquired by Grantor from Lesley W. Morris, et al., by deed dated the 21st day of May, 1963, and recorded in Deed Book 179, page 224, and

ll. Being all of the property acquired by Grantor from Mary E. Tracey Ellis, et al., by deed dated the 3rd day of May, 1961, and recorded in Deed Book 166, page 273, and

mm. Being all of the property acquired by Grantor from Flossy Carrier Landis, et al., by deed dated the 30th day of November, 1964, and recorded in Deed Book 189, page 291, and

nn. Being "Tracts 312A-6, 312B-3, 312C-2, and 312A-1, 7" acquired by Grantor from Bwoman Gaines Realty Company, Inc., by deed dated the 18th day of October, 1960, and recorded in Deed Book 165, page 560, and

oo. Being all of the property acquired by Grantor from Atha Current, et al., by deed dated the 20th day of April, 1960, and recorded in Deed Book 163, page 223, and

pp. Being all of the property acquired by Grantor from Lucy Gaines, by deed dated the 14th day of August, 1961, and recorded in Deed Book 168, page 572, and

qq. Being all of the property acquired by Grantor from Bethel Tempel Apostolic Faith, et al., by deed dated the 1st day of November, 1965, and recorded in Deed Book 204, page 221, and

rr. Being all of the property acquired by Grantor from Pauline Jasper, et al., by deed dated the 19th 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 January, 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 December, 1959, and recorded in Deed Book 181, page 558, 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 179, page 282, and

vv. Being all of the property acquired by Grantor from Dudley M. Sheels, et al., by deed dated the 15th day of May, 1963, 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, 1968, and recorded in Deed Book 222, page 168, and

xx. Being all of the property acquired by Grantor from Mattie Smith Purvis, et al., by deed dated the 14th day of November, 1960, and recorded in Deed Book 168, page 210, and

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yy. Being all of the property acquired by Grantor from Bertha Mitchell, by deed dated the 15th 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 248, 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 Glone, by deed dated the 16th day of July, 1968, and recorded in Deed Book 218, page 345, and

ccc. Being all of the property acquired by Grantor from Frances Glone, by deed dated the 18th day of July, 1968, and recorded in Deed Book 218, page 348, and

ddd. Being all of the property acquired by Grantor from Anna S. Weisenburgh, et al., by deed dated the 18th 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, St., et al., by deed dated the 10th day of May, 1968, and recorded in Deed Book 215, page 89, 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

hhh. Being all that portion of Center Street (or alley), Madison Alley, Whitehead Street, and Washington Street, lying between Clinton Street on the south and Meco 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 29, 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 S 80° 06' 00" E 419.83 feet to a point; thence,

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& BROWN  
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S 29° 54' 00" W 409.54 feet to a point; thence, N 58° 45' 28" W 281.40 feet to a point in the northern right-of-way of Broadway; thence, with northern right-of-way of Broadway N 58° 01' 50" W 129.51 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, 98.367 feet to a point in the eastern right-of-way of Wilkinson 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 25-foot radius curve to the right, 39.270 feet to a point, said point also being N 74° 54' 00" E 35.355 feet from the previous point; thence, N 28° 54' 00" E 4.47 feet to the point of beginning and containing 4.118 acres.

Being the same property acquired by Grantor by Deed of Reconveyance of even date herewith and recorded in Deed Book \_\_\_\_\_, page \_\_\_\_\_.

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. KY. R-4, as amended, which plan is on file in the Office of the City Cler, 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 contract rights or resell, 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:

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LUCAS, DANIEL  
& SMITH  
1014 1/2 OULDS  
FRANKFORT, KY.

of Grantor and will not speculate in or with respect to such land. Upon the <sup>377</sup> proper completion of improvements, if any, as required in the disposition contract, 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 improvements erected or to be erected thereon 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 assigns 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 provided 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

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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 hereinabove written.

FILED  
NOV 17 3 30 PM '70  
DAVID C. COLLINS OFCC  
BY \_\_\_\_\_  
OC

THE URBAN RENEWAL AND  
COMMUNITY DEVELOPMENT  
AGENCY OF FRANKFORT,  
KENTUCKY

By M. G. Scott  
M. G. Scott, Chairman

STATE OF KENTUCKY

COUNTY OF FRANKLIN

I, Chas. Chauvelier, 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 17<sup>th</sup> day of November, 1970.

Chas. Chauvelier  
Notary Public

My Comm. Exp. 5-10-1971

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& SMITH  
NICHOLS BUILDING  
FRANKFORT, KY.

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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 effect, is duly recorded in the Minutes of said Agency of which I am custodian.

*Eibert G. Hinds*  
Eibert G. Hinds, Secretary  
The Urban Renewal & Community  
Development Agency of Frankfort,  
Kentucky

I HEREBY CERTIFY THAT THIS  
INSTRUMENT HAS BEEN DRAFTED BY  
CHAT CHANCELLOR  
ATTORNEY AT LAW  
657 1/2 McCLURE BLDG.  
FRANKFORT, KY. 40601

*Chat Chancellor*

STATE OF KENTUCKY | SCT.  
COUNTY OF FRANKLIN |  
I, DAVID C. COLLINS, CLERK OF SAID  
COUNTY COURT, HEREBY CERTIFY  
THAT THE FOREGOING INSTRUMENT  
HAS BEEN DULY RECORDED *clerk*  
BOOK *23* PAGE *136* IN MY  
SAID OFFICE. *Nov. 17, 1940*  
DAVID C. COLLINS, CLERK  
BY *David C. Collins* D. C.

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& SMITH  
MCKELMEE BUILDING  
FRANKFORT, KY.

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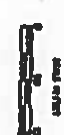
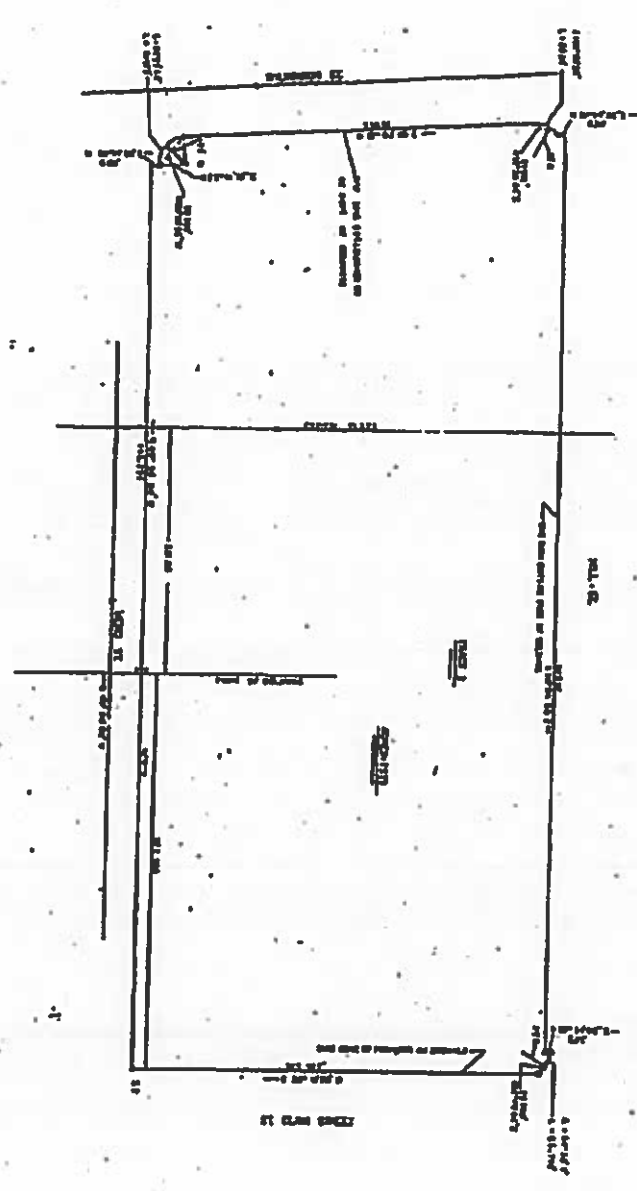


7  
... ..

PLAN OF  
 PART 102  
 CAPITAL BAZA PROJECT  
 PREPARED BY  
 ARCHITECTS ASSOCIATION  
 IN  
 CONJUNCTION WITH  
 THE  
 ARCHITECTS ASSOCIATION

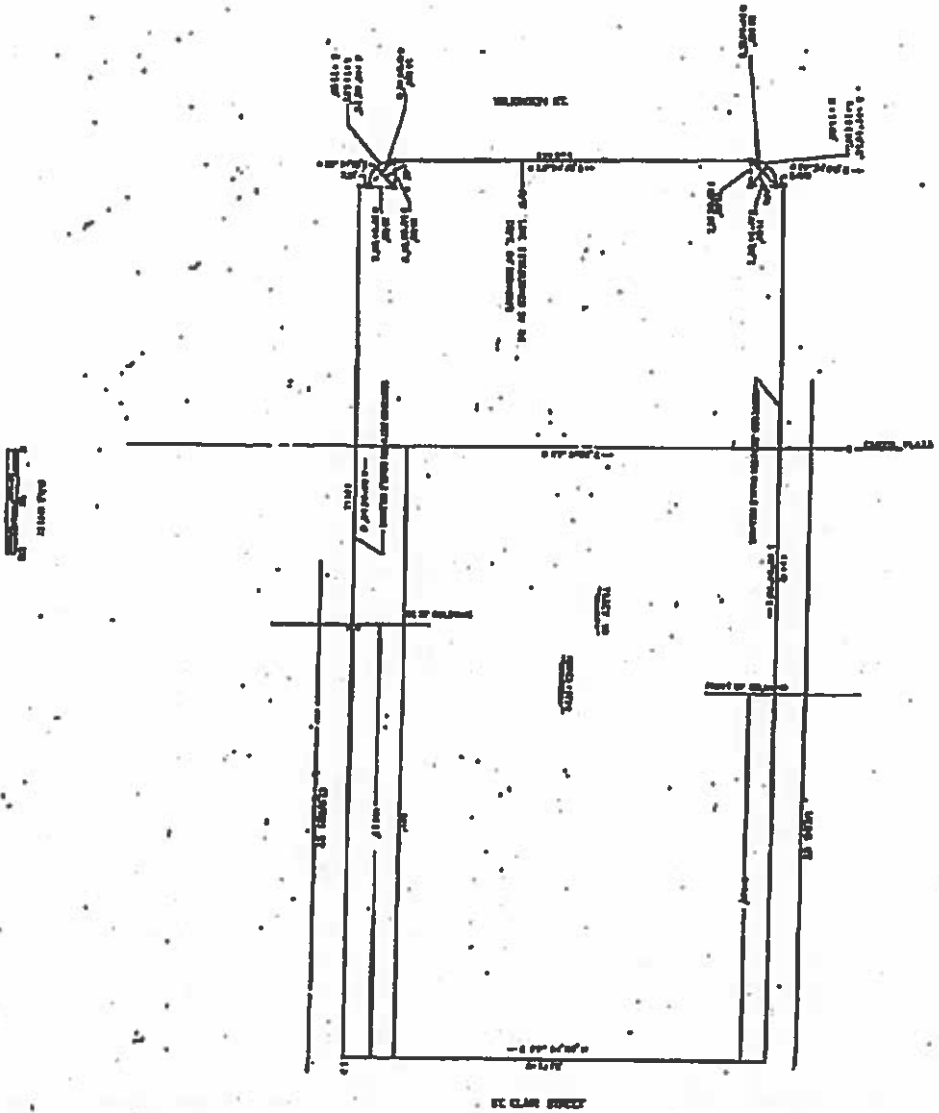
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381.



PLAN OF  
 TRACT NO. 1  
 CAPITAL BLVD. PROJECT  
 INTERSECTION  
 OF  
 NATIONAL ORGANIZING CO.  
 ALLEGEDLY - BUREAU  
 [Signature]

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PLAN OF  
 TRACT NOW  
 BEING  
 PARTIALLY  
 CONVEYED  
 TO  
 THE  
 CHINA PLAZA PROJECT  
 BY  
 THE  
 CHINA PLAZA PROJECT  
 DEVELOPMENT  
 COMPANY, INC.  
 TO  
 THE  
 CHINA PLAZA PROJECT  
 DEVELOPMENT  
 COMPANY, INC.

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE**, made and entered into this 19<sup>th</sup> 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 Mero 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  $60^{\circ} 15' 45''$  West a distance of 827.12' to a MNS in the Wilkinson Boulevard R/W;  
Thence with the Wilkinson Boulevard R/W North  $26^{\circ} 50' 40''$  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  $19^{\circ} 28' 19''$  West a distance of 36.64' to a MNS;  
Thence continuing with said R/W North  $26^{\circ} 50' 40''$  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  $53^{\circ} 24' 34''$  East a distance of 27.95' to a point;  
Thence North  $29^{\circ} 44' 15''$  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  $60^{\circ} 15' 45''$  East a distance of 865.41' to a point;  
Thence with said R/W North  $29^{\circ} 44' 15''$  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  $32^{\circ} 59' 39''$  East to a MNS in the west R/W of the abandoned St. Clair Street R/W;  
Thence with said R/W South  $29^{\circ} 31' 15''$  West a distance of 278.98' to a MNS;  
Thence continuing with said R/W South  $44^{\circ} 01' 45''$  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  
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**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  $29^{\circ} 44' 15''$  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  $60^{\circ} 15' 45''$  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  $29^{\circ} 44' 15''$  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  $15^{\circ} 15' 33''$  West a distance of 35.36' to a MNS;  
Thence continuing with said R/W North  $29^{\circ} 44' 40''$  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  $74^{\circ} 29' 29''$  East a distance of 35.23' to a MNS;  
Thence North  $29^{\circ} 44' 40''$  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  $60^{\circ} 15' 45''$  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 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.

**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  $60^{\circ} 15' 45''$  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  $44^{\circ} 01' 45''$  East a distance of 106.49' to a MNS;  
Thence continuing with said R/W North  $29^{\circ} 31' 15''$  East a distance of 278.98' to a MNS;

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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.  
an iron pin set (IPS)

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 538, 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 642, 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.

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**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

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D574 PG657

market value of the property conveyed herein, according to the records maintained by the Franklin County Property Valuation Administrator, is \$ 86,609,000.00

**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 19<sup>th</sup> day of December 2017.

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

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

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

By: CRM DEVELOPMENT COMPANY

By: [Signature]  
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 14<sup>th</sup> day of December, 2017.

My Commission Expires:

9/26/2021

Natalie W. Brauner  
NOTARY PUBLIC #586969

**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 Craig Turner, President of, Grantee, on this the 19<sup>th</sup> day of December, 2017. CRM/D.W. Wilburn #2, LLC

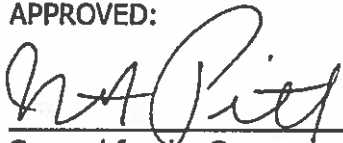
My Commission Expires:

3-3-2021

Joe P. Way #574547  
NOTARY PUBLIC

FRANKLIN COUNTY  
D574 PG659


APPROVED:

  
Counsel for the Governor

APPROVED:

  
MATTHEW G. BEVIN, GOVERNOR,  
COMMONWEALTH OF KENTUCKY

This Instrument Prepared By:

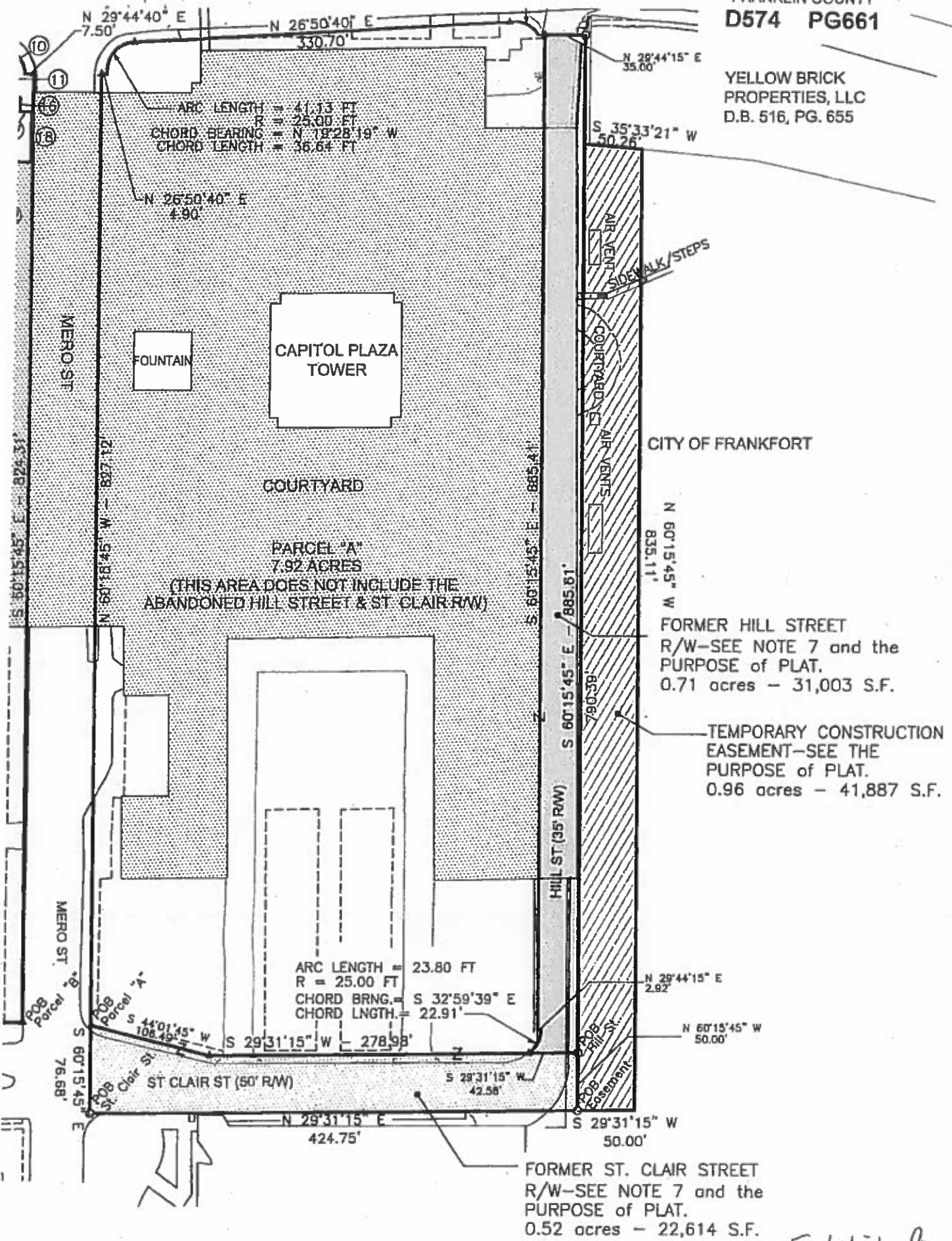
  
Patrick McGee, Assistant General Counsel  
Finance and Administration Cabinet  
Office of General Counsel  
Room 392, Capital Annex  
700 Capital Avenue  
Frankfort, Kentucky 40601  
(502) 564-6660





FRANKLIN COUNTY  
**D574 PG661**

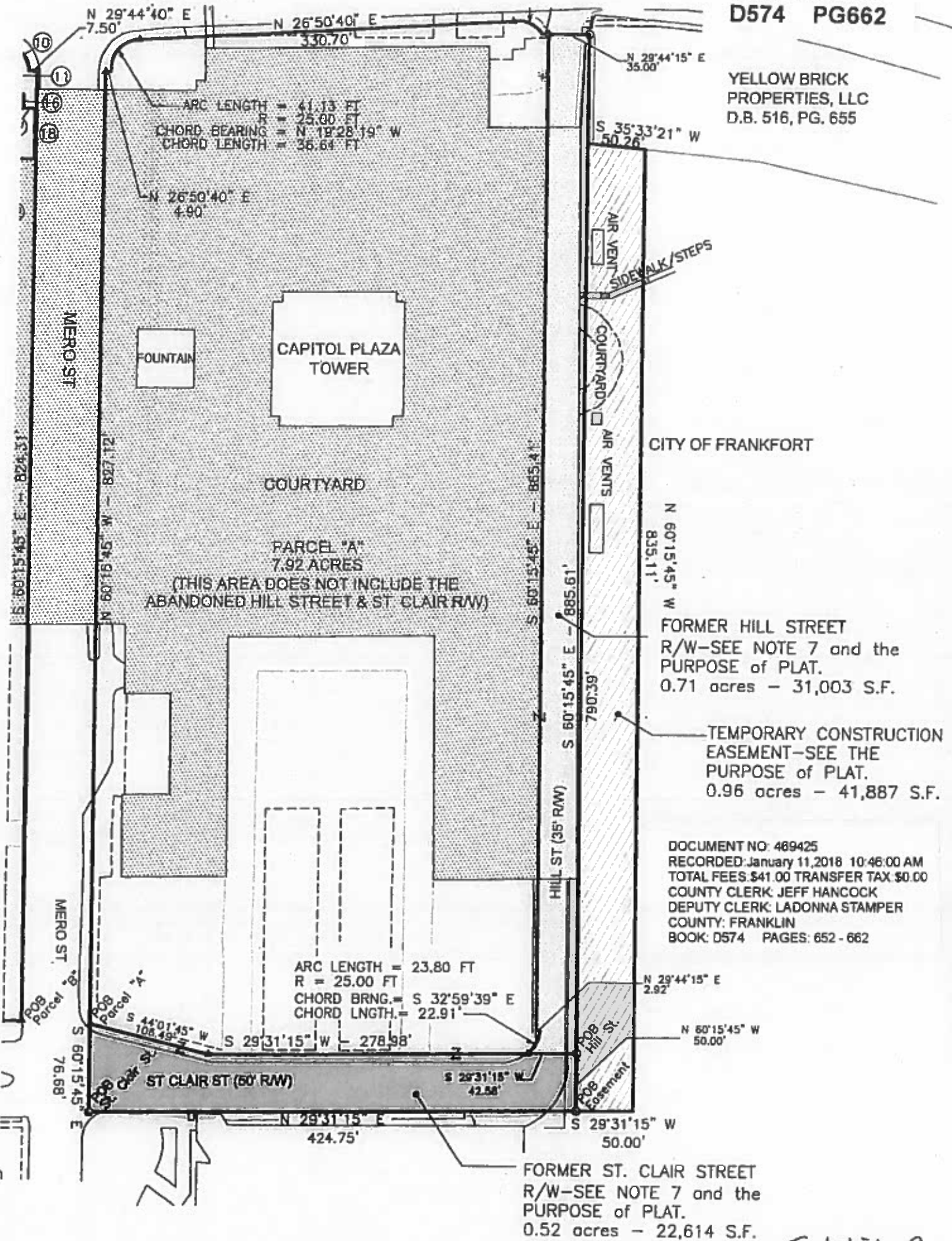
YELLOW BRICK  
 PROPERTIES, LLC  
 D.B. 516, PG. 655



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Exhibit B

YELLOW BRICK  
PROPERTIES, LLC  
D.B. 516, PG. 655



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Exhibit C

FRANKLIN COUNTY

D480 PG 426

THIRD AMENDMENT OF LEASE

This THIRD AMENDMENT OF LEASE dated February 1, 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, formerly 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").

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 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 to the following:

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 - (AHU 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 Gragg  
250 W. Main St., Suite 2300  
Lexington, KY 40507

FRANKLIN COUNTY  
D480 PG 427

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

OWNER:

COMMONWEALTH OF KENTUCKY

[Signature]  
L.B. Rudolph, Jr., Executive Director  
State Property and Buildings Commission

[Signature]  
L.B. Rudolph, Jr., Secretary  
Finance and Administration Cabinet

[Signature]  
Marvin E. Strong, Jr., Secretary  
Cabinet for Economic Development

[Signature]  
James Hbst, Secretary  
Commerce Cabinet (on behalf of Capital Plaza  
Operations)

APPROVED:

[Signature]  
Fletcher, Governor  
Commonwealth of Kentucky

TENANT:

FRANKFORT CAPITAL PLAZA, LLC  
[Signature]  
Edward M. Allen, President  
Frankfort Capital Plaza, LLC

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
General Counsel  
State Property and Buildings Commission

[Signature]  
General Counsel  
Finance and Administration Cabinet

[Signature]  
General Counsel  
Cabinet for Economic Development

[Signature]  
General Counsel  
Commerce Cabinet (on behalf of Capital Plaza  
Operations)

[Signature]  
General Counsel  
Commonwealth of Kentucky

**CERTIFICATE OF ACKNOWLEDGEMENT**

FRANKLIN COUNTY  
D480 Pg 428

COMMONWEALTH OF KENTUCKY )  
COUNTY OF FRANKLIN )

I, the undersigned, certify that the foregoing Third Amendment of Lease was produced to me 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 January day of 2005.

My commission expires: 3/25/08

Rebecca Martin Dyer  
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 to 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 31 day of January, 2005.

My commission expires: 3/25/08

Rebecca Martin Dyer  
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 to 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 1st day of January, 2005.

My commission expires: 3-31-07

Shula W. Mulligan  
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

**CERTIFICATE OF ACKNOWLEDGEMENT**

FRANKLIN COUNTY  
D480 Pg 429

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 C. Hill  
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 1st day of February, 2005.

My commission expires: 07-08-07

John W. Gray  
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 31st day of January.

My commission expires: April 5, 2008

Crystal Murray Decker  
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

THIS INSTRUMENT PREPARED BY:



Timothy J. Booth  
Attorney at Law  
11 CM Davenport Blvd, Suite 4  
Frankfort, KY 40601

FRANKLIN COUNTY  
D480 PG 430



January 7, 2005

VIA FACSIMILE # (770) 396-7307 & ORDINARY MAIL

The Baldwin Group  
200 Brandon Place  
Atlanta Georgia 30328-1236

Attn: George Nathan, President

Re: Holiday Inn - Capital Plaza, Frankfort KY

RECEIVED  
BY: JAN - 7 2005

Dear Mr. Nathan:

We are enclosing for your use the updated exhibits, 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	\$4,380.00 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	\$9,733.00 reduction
B-4 - Maint.	\$1,728.00 reduction
-B-5 - Cooling	\$9,563.00 reduction
B-5 - Heating	\$3,184.42 increase
-B-5 - Maint.	\$1,580.00 reduction

Final total reduction - \$45,418.74

Total billing - 2003 before reduction \$195,198.44

Very truly yours,

PETER WORTHY & ASSOCIATES, INC.

Peter Worthy, P.E.

PW:rk



Updated January 6, 2005

Exhibit AHEATING / HOT WATER COSTS

**FORMULA:** Heating cost = measured therms (Meter 1) 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) = 38.25 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) = 1.176 (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)

Updated January 6, 2005

(P2)

EXHIBIT BCOOLING / CHILLED WATER COSTS

FORMULA: Cooling cost = 5.56 KWH/therm x measured therms (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 one rated at 25 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 374.01 kw (2 x 500 tons x 90% x 0.416 kw/ton = 374.01)
2. Motors operate at 0.85 kw per brake horsepower.

(P3)

Exhibit B (con't)

3. Pump horsepower-primary condenser water pumps (200 hp nominal)

Brake horsepower - FLA - 239a Actual amps-183 - BHP-153

Run time - 1 pump continuous - 153 hp  
 - 1 pump - 15% - 23 hp  
 176 hp x 0.85kw/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 8.40 hp  
 50.4 BHP x 0.85kw/hp - 42.9 kw

4. COOLING TOWER FANS

(4)-7 1/2 hp motors -low speed -60% run time -days -normal load -act BHP-18

(4)-30 hp motors -high speed -15% run time -days -peak load -act BHP- 18

(2)-7 1/2 hp motors -low speed -20% -run time -nighttime load-net BHP- 4  
 40BHP

Tower Fans 40hp x 0.85 kw/hp 34 KW

CALCULATIONS

Total kw	-	374.9	chillers
		149.0	primary C.W.P.
		42.9	sec. pumps
		34.0	CT Fans
Total		601 kw - 900 tons - 0.667 kw/ton	

.667 kwh/ton hr x 8.33 ton - hrs/therm = 5.56 kwh/therm

Cooling cost - 5.56 kwh/therm x measured therms x utility cost \$ kw/h

Updated January 6, 2005

(P4)

EXHIBIT CHEATING / HOT WATER MAINTENANCE CHARGESFORMULA: \$0.0963/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	<u>\$ 300,000.00</u>
	\$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 - \$ .0443/therm.
  4. Operation / Maintenance Cost - (orig.) - \$ .048
  5. Chemical Treatment Cost - (orig.) - \$ .004
- Total - \$0.0963/per therm

Updated January 6, 2005

EXHIBIT D

(P5)

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/year - cost - \$0.2623/therm
- B. Water loss - 1.25% x 2700 GPM x 60 min/hr x 1500 hrs/162,000 therms/year - 11.25 Gal/therm x therms (Meter 2) x water cost - \$ . gallon
- Water Cost: - 11.25 Gal/therm x therms x water cost / \$ .gallon

<u>Summary:</u>	Depreciation cost / therm	\$ 0.2623
	Oper/Maint - (orig.)	\$ 0.107
	Chemical Treatment (orig.)	<u>\$ 0.008</u>
	Total cost/therm	<u>\$ .3773</u>

Updated January 6, 2005

(P6)

**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
5. Electrical Energy and Cooling Maintenance - 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:**

37kw x 8760 hr/yr/12 mo/yr = 27,010 kwh/month

Hotel Percentage - Monthly Electrical Energy - 27,010 x  $\frac{10,964 \text{ sq.ft.}}{109,640 \text{ sq.ft.}}$  (64.82%) =  
 17,500 kwh/month 16,914 sq.ft.

Exhibit E (con't)

(P7)

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

Hotel Cooling Energy

B-4 - Metered Consumption-therm-(Meter 3) x 60.0% 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

(P8)

**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 \$0.0963/therm \_\_\_\_\_

**EXHIBIT D - Cooling / Chilled Water Maintenance Charges:**

**Maintenance Charges:**

Measured therms (Meter 2) x \$0.3773/therms \_\_\_\_\_

**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 .695 x 1.176 x gas cost/therm - \_\_\_\_\_



(P9)

Cooling Cost:

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

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

Fixed Electrical Cost: 17,500 KWH/mo x Utility Cost - \$/KWH - \_\_\_\_\_

Maintenance Cost - Heating:

- B-4 - Measured therms - Meter 5 x .15 x \$.0963/therm - \_\_\_\_\_

- B-5 - Measured therms - Meter 6 x .695 x \$.0963/therm - \_\_\_\_\_

Maintenance Cost - Cooling:

- B-4 - Measured therms x Meter 3 x .60 x \$.3773/therm - \_\_\_\_\_

- B-5 - Measured therms - Meter 4 x .695 x \$.3773/therm - \_\_\_\_\_

Water Cost - Cooling:

- B-4 - Measured therms - Meter 3 x 11.25 gal/therm x .60 x \$/gal - \_\_\_\_\_

- B-5 - Measured therm - Meter 4 x 11.25 gal/therm x .6015 x \$/gal - \_\_\_\_\_

Total: \_\_\_\_\_

MEASURED " THERMS "

- Meter Readings "1" \_\_\_\_\_ High Temp. Hot Water System
- Meter Readings "2" \_\_\_\_\_ Chilled Water System
- Meter Readings "3" \_\_\_\_\_ Chilled Water System for AH-4
- Meter Readings "4" \_\_\_\_\_ Chilled Water System for AH-5
- Meter Readings "5" \_\_\_\_\_ Hot Water System for AH-4
- Meter Readings "6" \_\_\_\_\_ Hot Water System for AH-5

## **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.

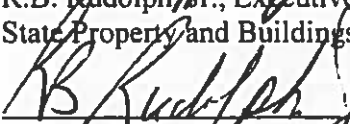
2. This Second Amendment to Lease shall become effective upon execution. All other terms and provisions of the Lease and First Amendment not herein amended shall remain in full force and effect as if set out at length herein.

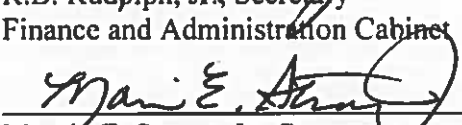
IN TESTIMONY WHEREOF, the parties have subscribed their names as of the date first written above.

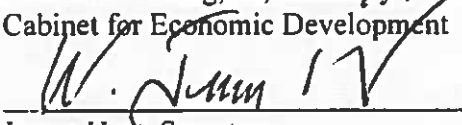
**OWNER:**

**COMMONWEALTH OF KENTUCKY**


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

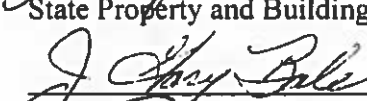
  
\_\_\_\_\_  
R.B. Rudolph, Jr., Secretary  
Finance and Administration Cabinet

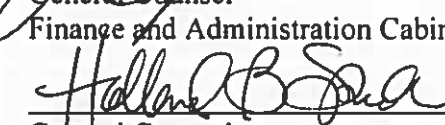
  
\_\_\_\_\_  
Marvin E. Strong, Jr., Secretary  
Cabinet for Economic Development

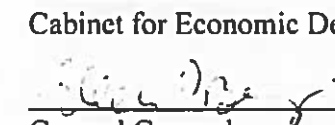
  
\_\_\_\_\_  
James Host, Secretary  
Commerce Cabinet (on behalf of Capital Plaza  
Operations)

**APPROVED AS TO FORM AND LEGALITY:**

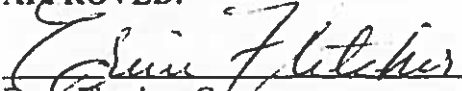
  
\_\_\_\_\_  
General Counsel  
State Property and Buildings Commission

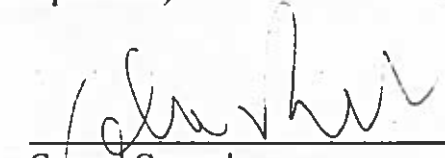
  
\_\_\_\_\_  
General Counsel  
Finance and Administration Cabinet

  
\_\_\_\_\_  
General Counsel  
Cabinet for Economic Development

  
\_\_\_\_\_  
General Counsel  
Commerce Cabinet (on behalf of Capital Plaza  
Operations)

**APPROVED:**

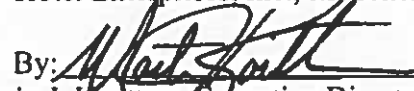
  
\_\_\_\_\_  
Ernie Fletcher, Governor  
Commonwealth of Kentucky

  
\_\_\_\_\_  
General Counsel  
Commonwealth of Kentucky

**TENANT:**

**FRANKFORT HOTELS, LTD.**

By: Hotel Enterprises, Inc., its General Partner

By:   
\_\_\_\_\_  
Martin J. Koettters, 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 28<sup>th</sup> day of January, 2005

My commission expires: 3/25/08

Robert Martin-Joyce  
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 28<sup>th</sup> day of January, 2005.

My commission expires: 3/25/08

Robert Martin-Joyce  
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 10<sup>th</sup> day of January, 2005.

My commission expires: 8/31/05

Idna L. Phillips  
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 Host, Secretary, Commerce Cabinet on behalf of Capital Plaza Operations, this 15<sup>th</sup> day of January, 2005.

My commission expires: March 18, 2007

Ann C. Hill  
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. Koettters, 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: 9-26-07

Jelich Woods
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

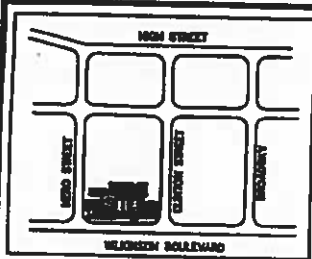
Crystal Murray Tucker
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

THIS INSTRUMENT PREPARED BY:

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

CAPITAL

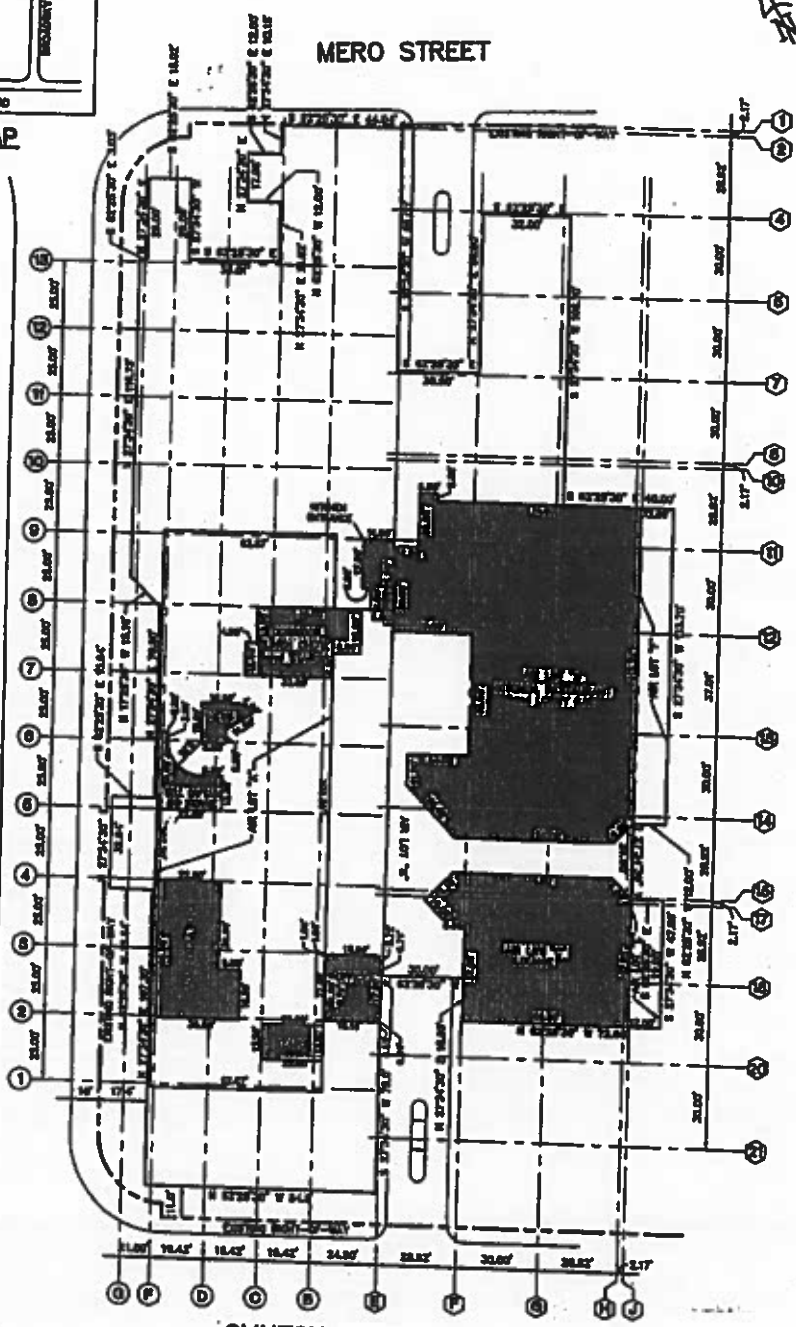
A



VICINITY MAP  
N.T.S.

WILKINSON BOULEVARD

MERO STREET



CLINTON STREET

STATE of KENTUCKY  
 EUGENE M. WEST  
 243  
 LICENSED  
 PROFESSIONAL  
 LAND SURVEYOR

*E.M. West*



SCALE IN FEET  
 SCALE: 1" = 50'  
 DATE: MARCH 2003  
 REVISED: MAY 7, 2003

SURVEY FOR:  
**CONFERENCE CENTER PROPERTY (CAPITAL PLAZA HOTEL)**  
 FRANKFORT, FRANKLIN COUNTY, KENTUCKY

EUGENE M. WEST and ASSOC. P.C.  
 713 ALLENDALE DRIVE  
 LEXINGTON, KENTUCKY 40503  
 PHONE: (606) 275-1918



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 26.60 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 8<sup>th</sup> 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"E 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  $27^{\circ}34'30''$ E 15.00 feet; thence S  $62^{\circ}25'30''$ E 15.00 feet; thence S  $17^{\circ}25'30''$ E 3.0 feet; thence S  $72^{\circ}34'30''$ W 11.00 feet; thence S  $27^{\circ}34'30''$ W 5.00 feet; thence N  $62^{\circ}25'30''$ 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  $27^{\circ}34'30''$ E 12.00 feet; thence S  $62^{\circ}25'30''$ E 4.00 feet; thence N  $27^{\circ}34'30''$ E 13.00 feet; thence S  $62^{\circ}25'30''$ E 38.00 feet; thence S  $27^{\circ}34'30''$ W 16.00 feet; thence N  $62^{\circ}25'30''$ W 10.00 feet; thence S  $27^{\circ}34'30''$ W 9.00 feet; thence N  $62^{\circ}25'30''$ 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  $27^{\circ}34'30''$ E 17.00 feet; thence S  $62^{\circ}25'30''$ E 11.00 feet; thence S  $27^{\circ}34'30''$ W 25.00 feet; thence N  $62^{\circ}25'30''$ W 8.00 feet; thence N  $27^{\circ}34'30''$ E 8.00 feet; thence N  $62^{\circ}25'30''$ 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  $27^{\circ}34'30''$ E 0.79 feet; thence N  $62^{\circ}25'30''$ W 1.28 feet; thence N  $27^{\circ}34'30''$ E 22.60 feet; thence S  $62^{\circ}25'30''$ E 1.09 feet; thence N  $27^{\circ}34'30''$ E 1.06 feet; thence S  $62^{\circ}25'30''$ E 18.86 feet; thence S  $27^{\circ}34'30''$ W 5.72 feet; thence S  $62^{\circ}25'30''$ E 0.79 feet; thence S  $27^{\circ}34'30''$ W 17.90 feet; thence N  $62^{\circ}25'30''$ W 0.34 feet; thence S  $27^{\circ}34'30''$ W 0.83 feet; thence N  $62^{\circ}25'30''$ 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”)**

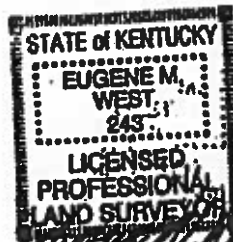
All that real property in the City of Frankfort, County of Franklin, Commonwealth of Kentucky, directly above the Parking Garage located on the south side of Wilkinson Boulevard between Mero Street and Clinton Street, more particularly described as follows and recorded in Plat Cabinet “D”, Slide 145:

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.

(Seal)



0569



FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE, made and entered into effective this 31<sup>st</sup> 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 on Attachment 1 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

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REC'D  
GOVERNMENT  
CLERK  
9300A

MAIL TO:  
STITES & HARBISON  
250 W. MAIN ST., SUITE 2300  
LEXINGTON, KENTUCKY 40507  
ATTN: Greg Parsons

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 20<sup>th</sup> 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 foregoing. 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  
T. Kevin Flanery, Secretary  
Finance & Administration Cabinet

T. Kevin Flanery  
T. Kevin Flanery, Chairman  
Capital Plaza Authority

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

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

Paul E. Patton  
Paul E. Patton, Governor  
Commonwealth of Kentucky

TENANT:

FRANKFORT HOTELS, LTD.

By: James 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 23<sup>rd</sup> day of July, 2002.

My commission expires: April 8, 2006

Vicki V. VanHorse  
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 23<sup>rd</sup> day of July, 2002.

My commission expires: April 8, 2006

Vicki V. VanHorse  
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.,

Secretary, Cabinet for Economic Development, on behalf of the Commonwealth of Kentucky, this 23<sup>rd</sup> day of July, 2002.

My commission expires: Oct. 27, 2003

Holland O'Spade  
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 31<sup>st</sup> day of July, 2002.

My commission expires: 6-30-05

Judy Carter Flynn  
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 31<sup>st</sup> day of July, 2002.

My commission expires: 6-30-05

Judy Carter Flynn  
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 Jaric A Miller, Frankfort Hotels, Ltd., this 20<sup>th</sup> day of June, 2002.

My commission expires: 9-26-03

Jelitha Woods  
NOTARY PUBLIC, KENTUCKY  
STATE AT LARGE

APPROVED AS TO FORM & LEGALITY:

[Signature]  
Assistant General Counsel  
Finance and Administration Cabinet

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DEPT. OF INSURANCE  
2002 JUN -3 P 1:23

**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 x measured therms  
x 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 kw/ton at full load, and at 0.416 kw/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 kW. (3 x 500 tons x 80% x 0.416 kw/ton = 499.2 kw)
2. Pump motors operate at 0.85 kW 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 x 30 x 3/4 x 80% = 72)
5. Operating capacity of the system at "average" load is 1200 tons. (4 x 500 x 3/4 x 80% = 1200)

**CALCULATIONS:**

"Average" operating KW = 499.2kw + 0.85kw/hp (587.5hp + 72hp) = 1059.8 KW

1059.8 KW / 1200 tons = 0.883 KW/ ton, or 0.883 KWH/ton-hour.

0.883 KWH/ton-hour x 8.3333 ton-hours/therm = 7.358 KWH/therm.

**Cooling cost = 7.358 KWH/therm x measured therms x 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 Therm/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 Therm/year = \$.048 /therm

Chemical Treatment cost per therm = \$600 x 6 months of year / 960,000 therm year = \$0.004/therm

ITEM	COST
Depreciation Cost/Therm	\$0.156
Operation / Maintenance Cos/Therm	\$0.048
Chemical Treatment Cost/Therm	\$0.004
<b>TOTAL COST/THERM</b>	<b>\$0.208</b>

**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 =  $(\$7,500,000/2) / (432,000 \text{ therm/year} \times 25 \text{ year}) = \$0.347/\text{therm}$

Operation/Maintenance Cost per therm =  $4160/2 \text{ hours/year} \times \$22.178/\text{hr} / 432,000 \text{ Therm/year} = \$0.107 / \text{therm}$

Chemical Treatment cost per therm =  $\$600 \times 6 \text{ months of year} / 432,000 \text{ therm year} = \$0.008/\text{therm}$

Water Usage =  $(.03 \times 7200 \text{ gpm} \times 60 \text{ minutes/hr} \times 1500 \text{ hours /year}) / 432,000 \text{ therm / year} = 45 \text{ gallons / therm}$

Water cost = 45 gallons/ therm x therms x water cost per gallon

ITEM	COST
Depreciation Cost/Therm	\$0.347
Operation / Maintenance Cost/Therm	\$0.107
Chemical Treatment Cost/Therm	\$0.008
<b>TOTAL COST/THERM</b>	<b>\$0.462</b>



**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

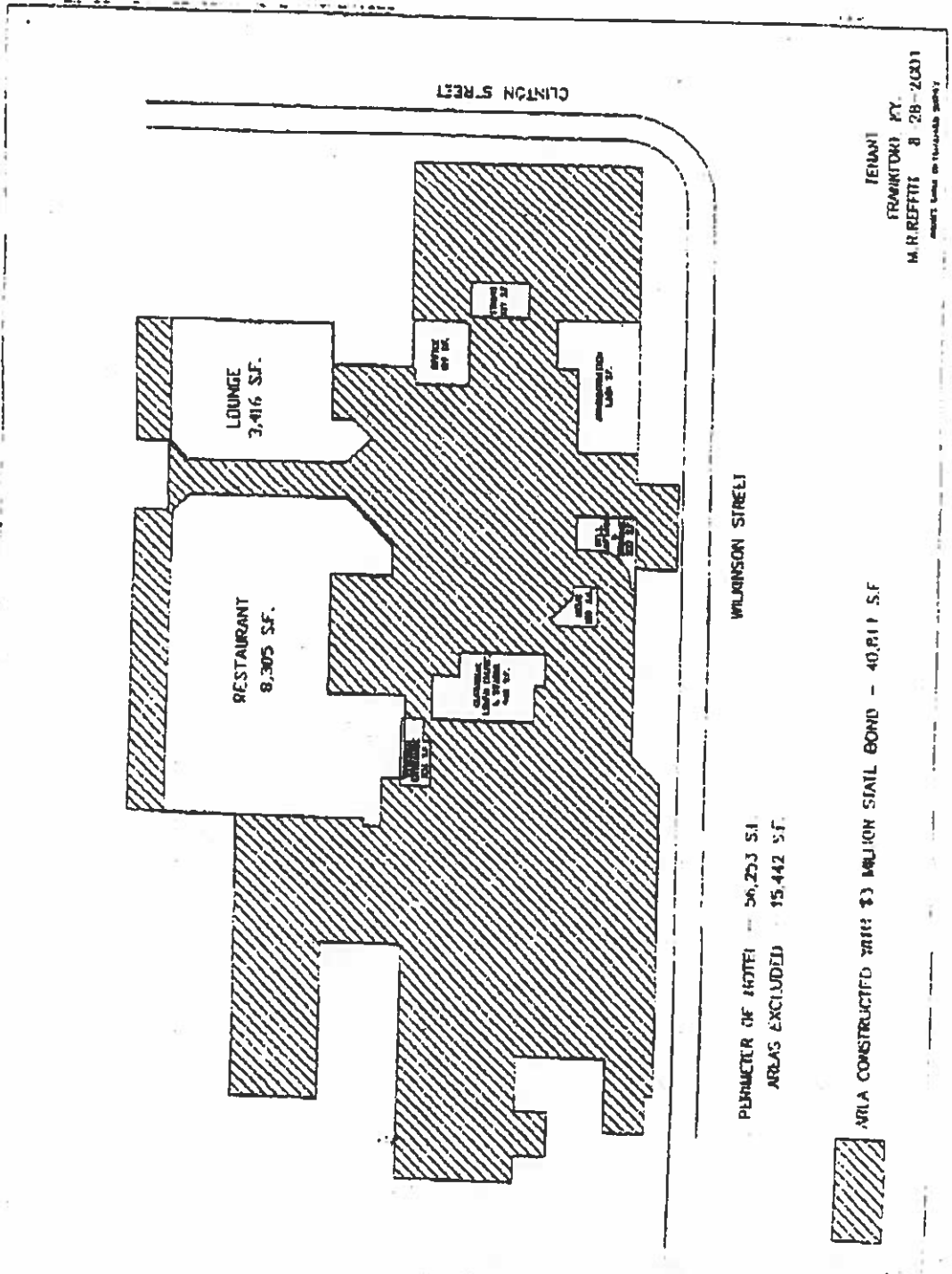
Power allocated to hotel = 31,025 x (15,744 / 20,480) = 23,850 KW

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%

ATTACHMENT J



ATTACHMENT 2

