

LEASE

THIS LEASE (“Lease”) executed by the hereafter named Landlord and Tenant on the date or dates shown by the notarial certificate or certificates hereon, but delivered, effective, dated and entered into this 20th day of JUNE, 2012, by and between:

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT,
A Kentucky consolidated local government and the governmental successor to the
CITY OF LOUISVILLE, KENTUCKY,
527 West Jefferson Street, 4th Floor,
Louisville, Kentucky 40202
(hereinafter called the “**Landlord**”)

AND

NATIONAL SOCIETY OF THE SONS OF THE AMERICAN REVOLUTION
a Federal corporation created by an Act of Congress
1000 South Fourth Street
Louisville, Kentucky 40202
(hereinafter called the “**Tenant**”)

1. Leased Premises. The Leased Premises is the real property as shown as Lot 1 on the plat attached hereto as Exhibit A and acquired by deed dated December 29, 1975 of record in Deed Book 4828, Page 741, in the Office of the Jefferson County Clerk (the “Leased Premises”).

2. Term. The Term of the Lease shall be for a period of twenty (20) years commencing on the day and year first above written as the delivery and effective date of this lease unless sooner terminated (“Term”). If Tenant remains in possession of the Leased Premises with the written consent of the Landlord after the expiration date of the Lease, this Lease will be converted to a month to month lease and each party shall have the right to terminate the Lease by giving one (1) months’ written notice to the other party.

3. Rent. The Tenant agrees to pay rent in accordance with the following schedule:

- (a) Years 1-5, rent shall be \$1.00 per year.
- (b) Years 6-20, rent shall be \$2,185.00 per year.

Rent shall be due and payable, without demand, on or before January 1 of each year during the Term.

4. Option To Purchase. Provided Tenant is not in default of the terms of this Lease, Tenant shall have the option to purchase, in fee simple, the Leased Premises at any time during the Term by written notice to Landlord (“Option”). Upon the exercise of the Option by Tenant, this Section shall constitute a legally binding contract of purchase and sale of real property between Landlord and Tenant, enforceable in accordance with its terms. The purchase price for the Leased Premises if Tenant exercises the Option shall be \$21,845 and title shall be conveyed to Tenant by Landlord by special warranty deed no later than sixty (60) days from the date Tenant gives written notice of the exercise of the Option.

5. Delivery Of Possession. The Landlord shall deliver possession of the Leased Premises to the Tenant promptly at the beginning of the Term, although it is acknowledged that Tenant has been in possession prior to such date.

6. Use Of Leased Premises. The Leased Premises shall be used for vehicular parking and access to Tenant’s building at 805-809 West Main Street, and for no other purposes. No permanent structure shall be erected by the Tenant on the Leased Premises without the prior written approval of Landlord.

7. Utilities. Tenant shall be responsible for all utilities and services that are furnished to the Leased Premises. The application for and connecting of utilities, as well as all services, shall be made by and only in the name of the Tenant.

8. Compliance With Laws And Regulations. The Tenant, at its sole expense, shall promptly comply with all federal, state, and municipal laws, orders, regulations, and with all lawful directives of public officers, which impose any duty upon it or Landlord with respect to the Leased Premises.

9. Assignment/Subletting Restrictions. Other than to affiliated entities, the Tenant may not assign this Lease or sublet the Leased Premises without the prior written consent of the Landlord. Any assignment, sublease or other license to use the Leased Premises by Tenant without the Landlord’s written consent shall be void and shall (at Landlord’s option) terminate this Lease.

10. Indemnification Of Landlord. The Tenant shall indemnify, hold harmless, and defend the Landlord, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorney’s fees, arising out of or resulting, directly or indirectly, from the Tenants use of the Leased Premises provided that such claim, damage, loss or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Landlord or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification clause shall in no way

be limited by any financial responsibility or insurance requirements and shall survive the termination of this Lease.

11. Insurance. Tenant shall maintain, during the Term, insurance coverage on the Leased Premises as described in Exhibit B attached hereto.

12. Landlord's Rights Upon Default. In the event of any breach of this Lease by the Tenant, which shall not have been cured within thirty (30) days after written notice of such default is sent to the Tenant by the Landlord, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the Leased Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant.

13. Quiet Enjoyment. The Landlord agrees that if the Tenant shall pay the rent as aforesaid and perform the covenants and agreement herein contained on its part to be performed, the Tenant shall peaceably hold and enjoy the Leased Premises without hindrance or interruption by any other person or person acting under or through the Landlord, unless the Lease shall be terminated as provided for herein.

14. Landlord's Right To Enter. Landlord may, at reasonable times, enter the Leased Premises to inspect it.

15. Maintenance Of the Leased Premises. The Tenant shall maintain the Leased Premises in a good condition free and clear of debris, garbage or trash at all times during the Term.

16. Surrender Upon Termination. At the expiration of the Term, the Tenant shall surrender the Leased Premises to the Landlord, remove its property and restore the Leased Premises to a condition similar to its condition prior to the inception of this Lease. All fixtures and permanent improvements on the Leased Premises shall become the property of the Landlord.

17. Miscellaneous Terms.

(a) Notices. Any notice, statement, demand or other combination by one party to the other shall be given by personal delivery or by mailing the same postage prepaid, addressed to the Tenant at the address set forth above or to the Landlord at the address set forth above, or at any other address each may specify to the other in writing.

(b) Severability. If any clause or provision herein shall be adjudged invalid or

unenforceable by a court of competent jurisdiction or by operation of any application law, it shall not affect the validity of any other clause or provision which shall remain in full force and effect.

(c) Waiver. The failure of either party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.

(d) Complete Agreement. This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing by the parties.

(e) Successors. This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

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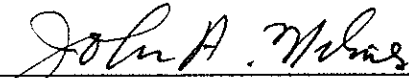
IN WITNESS WHEREOF, the parties have executed this Lease on the dates shown hereinbelow.

LANDLORD:

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT
A Kentucky consolidated
local government**


BY: 
GREG FISCHER, MAYOR

APPROVED AS TO FORM:


JOHN A. WILMES
Assistant Jefferson County Attorney

TENANT:

**NATIONAL SOCIETY OF SONS OF THE AMERICAN REVOLUTION
A Federal corporation created by an Act of Congress**

BY: 
Larry J. Magerkurt
President General

**STATE OF KENTUCKY :
:SS
COUNTY OF JEFFERSON**

I, the undersigned, A Notary Public in and for the State and County set forth hereinabove, do hereby certify that on this day the foregoing document was produced, executed and acknowledged before me by Greg Fischer as the Mayor of Louisville/Jefferson County Metro Government, a Kentucky consolidated local government, to be his free act and deed on behalf of such local government.

Witness my hand this 18th day of June, 2012

My Commission expires: 4/21/2013

Julie Anderson
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

STATE OF KENTUCKY :
:SS
COUNTY OF JEFFERSON

I, the undersigned, A Notary Public in and for the State and County set forth hereinabove, do hereby certify that on this day the foregoing document was produced, executed and acknowledged before me by Larry J. Magerkurt as President General of the National Society of the Sons of the American Revolution, a Federal corporation created by an Act of Congress, to be his free act and deed on behalf of such limited liability company.

Witness my hand this 9 day of May, 2012

My Commission expires: Feb. 18, 2014

Allyson L. Smalley
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

THIS LEASE PREPARED BY:

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

BY: John A. Wilmes
JOHN A. WILMES
531 Court Pl., Ste. 900
Louisville, Kentucky 40202
(502) 574-3348
(502) 574-5573