

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS ("Amendment") is made effective as of March 30, 2018 ("Effective Date"), by **ONE VENUE, LLC** ("Developer"), a Delaware limited liability company, with a mailing address of 148 Malabu Drive, Suite 160, Lexington, Kentucky 40503.

RECITALS:

A. Developer has previously made that certain Declaration of Covenants, Restrictions and Easements dated effective as January 22, 2018, of record in Deed Book 3559, Page 362 in the Fayette County Clerk's Office ("Original Declaration" and, collectively with this Amendment and as the same may be hereafter amended in writing in accordance with its terms, "Declaration").

B. Pursuant to Section 15.4 of the Original Declaration, Developer now desires to amend the Original Declaration as set forth herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Declaration is hereby amended as follows:

1. CAPITALIZED TERMS. Capitalized terms used but not otherwise defined herein shall have the same meanings herein as are given to them in the Original Declaration.

2. SPECTRUM PARCEL. At such time as the term (including any renewal term) of the Spectrum Lease expires (or upon any sooner termination of the Spectrum Lease in accordance with its terms), the Owner of the real property described on Exhibit A attached hereto ("Spectrum Parcel") shall have the option to notify the Developer in writing that such Owner ("Spectrum Parcel Owner") desires to withdraw the Spectrum Parcel from the Shopping Center and therefore from the scope of the Declaration, which notice shall take effect not sooner than fifteen (15) business days from the date of such notice. Upon the effectiveness of the withdrawal of the Spectrum Parcel from the Shopping Center, the Developer shall cause to be recorded a memorandum of such withdrawal in the Fayette County Clerk's Office (and the Spectrum Parcel Owner shall execute and deliver to the Developer any written joinder or other confirmation of such withdrawal as may be reasonable or necessary in connection therewith). The withdrawal of the Spectrum Parcel shall be subject to the following provisions:

(a) Upon the effectiveness of the withdrawal of the Spectrum Parcel from the Shopping Center, the Spectrum Parcel shall remain subject to any use restrictions and/or tenant exclusives set forth in Section 7 of the Declaration that are now existing of record and are still binding upon the Spectrum Parcel at the time of such withdrawal, for as long as such restrictions and exclusives are in effect.

Mail to
MILLER, GRIFFIN & MARKS, P.S.C.
600 SECURITY TRUST BLDG.
271 W. SHORT ST.
LEXINGTON, KY 40507

(b) Effective as of the withdrawal of the Spectrum Parcel from the Shopping Center, there shall be a perpetual, non-exclusive easement for vehicular and pedestrian access over, across and through the Surfside Drive entrance into the Shopping Center and the associated drive lane in the approximate location shown in diagonal lines on Exhibit B for the benefit of the Spectrum Parcel Owner and the other Owners of the Shopping Center and their tenants and respective vendors, employees, contractors and invitees. 2420 Holding Company, LLC ("2420 Holding"), the current owner in fee simple of the majority of the real property ("2420 Property") upon which the Surfside Drive entrance and drive lane is located joins in this Amendment for the purpose of acknowledging and consenting to the foregoing. None of the Spectrum Parcel Owner, the Developer, Manager or any other Owner or Occupant shall erect any barrier, gate or other structure, or otherwise take any action, that would materially limit the use and enjoyment of the foregoing Surfside Drive access easement or otherwise materially impede or interfere with the free flow of vehicular and pedestrian traffic to and through the Shopping Center via the Surfside Drive entrance and drive lane. The Surfside Drive entrance and drive lane shall continue to be maintained by the Developer in accordance with the Declaration but at no cost to the Spectrum Parcel Owner.

(c) If the dumpsters in the approximate location shown circled on Exhibit C are still in place at the time of the withdrawal of the Spectrum Parcel from the Shopping Center, and if such dumpsters are partially located on the Spectrum Parcel and the 2420 Property at such time, then, effective as of such withdrawal, (i) the dumpster labeled "A" shall be for the sole use of the Spectrum Parcel Owner and its tenants, and the Spectrum Parcel Owner shall be solely responsible for the maintenance of such dumpster, and the dumpster labeled "B" shall be for the sole use of the Owner of the 2420 Property and its tenants, which Owner shall be solely responsible for the maintenance of such dumpster; and (ii) there shall be a reciprocal perpetual, non-exclusive access easement over each of the Spectrum Parcel and the 2420 Property to facilitate such use and maintenance.

(d) The Spectrum Parcel Owner shall remain entitled to the two (2) panels on the Pylon Sign as shown on Exhibit F attached to the Original Declaration, provided, however, that the Spectrum Parcel Owner shall pay \$100.00 per calendar year to the Developer as consideration therefor, commencing upon the effectiveness of the withdrawal of the Spectrum Parcel (such fee to be prorated as applicable for the first such year). Any request by the Spectrum Parcel Owner to change or modify its designated sign panel(s) on the Pylon Sign shall be made in writing to the Developer or Manager.

(e) As of the effectiveness of the withdrawal of the Spectrum Parcel from the Shopping Center, there shall be a perpetual, non-exclusive easement over, across and through the Spectrum Parcel in favor of the Developer and Manager for the purpose of accessing, maintaining, repairing and/or replacing any electrical panel located on the Spectrum Parcel that at such time serves the Pylon Sign, such panel currently located or to be located generally in the corner of the Spectrum Parcel between Nicholasville Road and the parking lot as currently located on the Spectrum Parcel so as to minimize interference with the use of the Spectrum Parcel. None of the Spectrum Parcel Owner, the Developer, Manager or any other Owner or Occupant shall erect any barrier or otherwise take any action, that would materially interfere with Developer's or Manager's access to, or maintenance, repair or relocation of, such electrical

panel, all of which shall be conducted, to the extent reasonably practicable, so as to minimize disruption to the business operation(s) of any Occupant of the Spectrum Parcel.

3. MISCELLANEOUS. As amended hereby, the Original Declaration shall remain in full force and effect. This Amendment shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky. All exhibits to this Amendment and the Recitals hereto are incorporated herein by reference. The provisions set out in this Amendment may not be altered, amended, or revoked without the consent of the Spectrum Parcel Owner.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

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The undersigned, **2420 HOLDING COMPANY, LLC**, as fee simple owner of the majority of the Shopping Center described in the Original Declaration, hereby joins in and consents to this Amendment.

2420 HOLDING COMPANY, LLC

By: LC. DeVary
Len C. DeVary, Authorized Representative

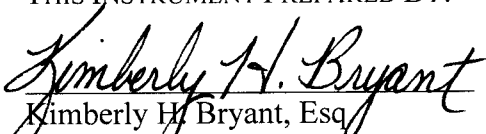
STATE OF KENTUCKY)
) ss.
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 30th day of March, 2018, by Len C. DeVary, as Authorized Representative, of **2420 HOLDING COMPANY, LLC**, a Delaware limited liability company, for and on behalf of the limited liability company.

WITNESS my hand and official seal: Virginia Woods
Notary Public

My commission expires: 2-27-22
Notary ID: 594775

THIS INSTRUMENT PREPARED BY:


Kimberly H. Bryant, Esq.
DICKINSON WRIGHT PLLC
300 West Vine Street, Suite 1700
Lexington, Kentucky 40507
899-899-8700

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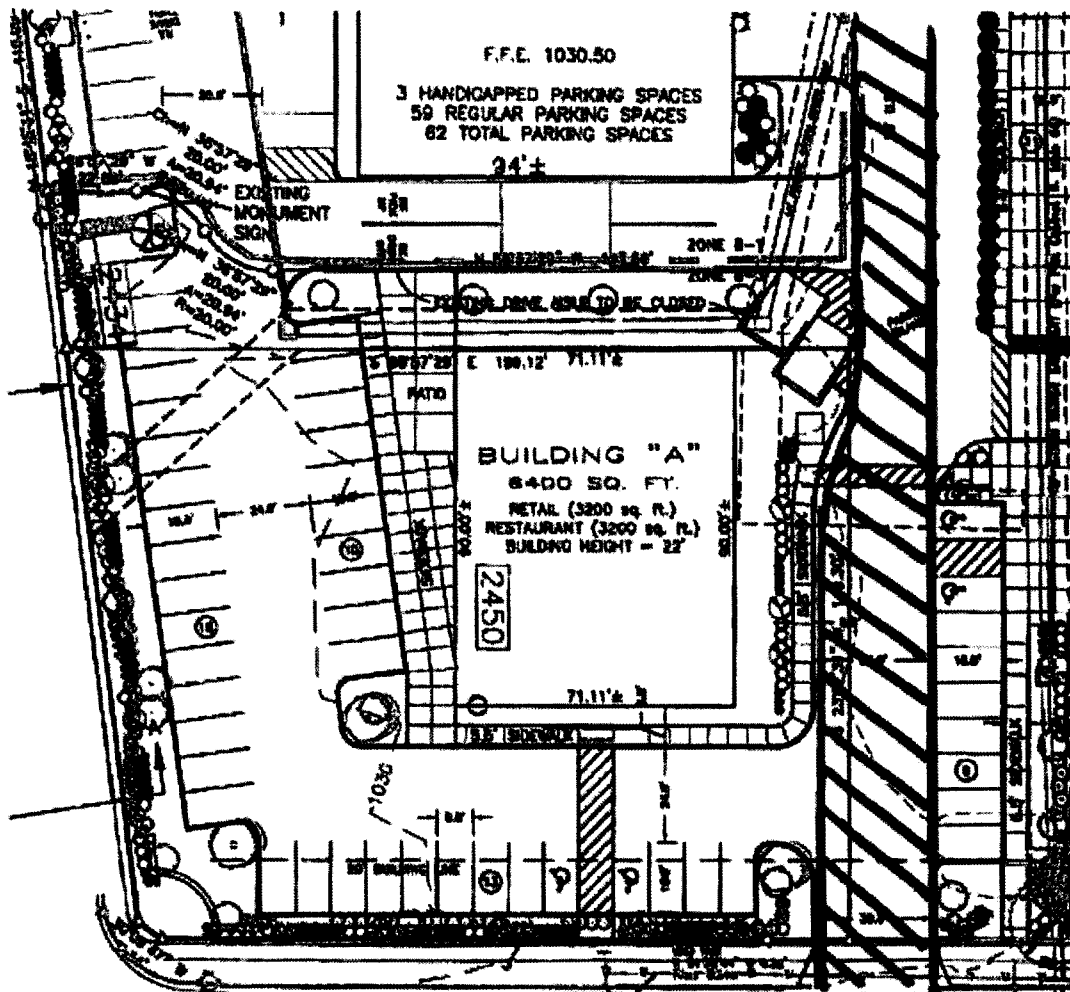
EXHIBIT A

LEGAL DESCRIPTION – “SPECTRUM PARCEL”

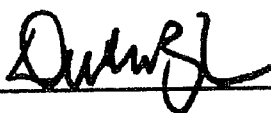
All of Lot 1D, Block “A,” Unit 1-F (including Parcel 3 for a total of 28,292.4 square feet or 0.6495 acres) as shown on the *Consolidation and Corrected Amended Easement Minor Plat of Lots 1, 1A, 1C, 1D, Block “A” of Brookhaven Subdivision Unit 1-F*, in Lexington, Fayette County, Kentucky, of record in Plat Cabinet N, Slide 30, in the Fayette County Clerk’s Office; the improvements thereon being known and designated as 2450 Nicholasville Road.

Being part of the real property conveyed to 2420 Holding Company, LLC by General Warranty Deed dated December 30, 2014, of record in Deed Book 3284, Page 713 in the Fayette County Clerk’s Office.

SURFSIDE DRIVE ENTRANCE AND RELATED DRIVE LANE



I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: PATTY DAVIS ,dc

201803300072

March 30, 2018

12:04:51 PM

Fees	\$31.00	Tax	\$.00
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Total Paid	\$31.00
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10 Pages

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