

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this ____ day of August, 2022 by and between **8MAIN, LLC**, a Delaware limited liability company, or an affiliate of same (the “Company”), and **LDRA, INC. d/b/a LOUISVILLE DOWNTOWN RESIDENTS ASSOCIATION, INC.**, a Kentucky nonprofit corporation (the “Neighborhood Association”).

RECITALS:

WHEREAS, the Company proposes to undertake a major hotel and tourism attraction project incorporating portions of historic buildings currently located between 811 through 823 W Main Street in downtown Louisville, which will include the rehabilitation and renovation of a portion of the existing historic buildings that have sat largely vacant for more than 30 years, in addition to the construction of a new eight (8) story tower, with the completed project including 160 hotel rooms, six (6) food and beverage outlets, a rooftop event space and meeting space, and a courtyard and art space that will be available for community use as set forth herein, at a total cost of approximately \$100 million, as more specifically described in **Exhibit A** (the “Project”); and

WHEREAS, the Neighborhood Association is dedicated to the equitable and inclusive revitalization of downtown Louisville and the greater surrounding community; and

WHEREAS, the Company desires to provide certain community benefits in response to community needs;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

SECTION 1. OBLIGATIONS OF DEVELOPER. The Company agrees as follows:

- A. At its sole cost and expense, the Company will offer the following benefits to the Neighborhood Association and the greater surrounding community:
 - a. Targeted Neighborhood Hiring and Training: The Company agrees to foster an environment which supports a diverse staff to reflect the greater community that it serves including the Neighborhood Association neighborhood and the surrounding historically Black neighborhoods. The Company shall use good faith efforts to ensure that the company that manages and operates the Project (the “Project Operator”) shall use good faith efforts to recruit, hire, train, retain, and advance residents of the area for employment opportunities at the Project, and to ensure that such employment opportunities include all levels of employment including salaried and management positions. Such good faith efforts may be documented by neighborhood-specific activities such as, but not limited to, the following: 1) host a job fair targeted at hiring locals for the construction phase; and 2) host periodic job fairs and community outreach targeted at hiring locals for employment at the Project after construction of the Project is completed.
 - b. Waste Reduction Program: The Company shall use good faith efforts to ensure no food goes to waste by working with a local non-profit(s) to facilitate a regular pickup donation or similar arrangement. In addition, the Company shall use good faith efforts

to ensure that used furniture, appliances, mattresses, and other residential items from the Project do not go to waste by working with a local non-profit(s) to facilitate the donation of such items as part of a local furniture bank.

- c. Community Programming: The Company will work with the Neighborhood Association and local non-profits to permit use of the Project courtyard, Project meeting areas, and other publicly accessible spaces designated by the Company and subject to general availability (the “Project Areas”). Specifically, the Company will use good faith efforts to: 1) make Project Areas available to the Association for use at no charge for at least six (6) meetings per year; and 2) make Project Areas available to other local non-profits for use at no charge for at least six (6) meetings per year. Such use only includes the use of the designated Project Area. Any food and/or beverage service related to such use would not be complementary and would need to be separately negotiated with the Project Operator.
- d. Wage Floor: The Company shall use good faith efforts to ensure that FLSA non-exempt employees of the Project Operator who are employed at the Project receive an hourly wage of no less than sixteen dollars (\$16.00) per hour, inclusive of tips. This wage floor may increase along with the living wage.
- e. Community Support: The Company agrees to make an annual donation, either on behalf of the Company or the Project Operator, of at least one thousand five hundred dollars (\$1,500) to the Neighborhood Association in support of the Neighborhood Association’s continued efforts in downtown Louisville.
- f. Emergency Shelter Participation: The Company will collaborate with Metro Government to provide vacant and available rooms to citizens of Louisville Metro.

SECTION 2. OBLIGATIONS OF THE NEIGHBORHOOD ASSOCIATION. The Neighborhood Association agrees as follows:

- A. In good faith, the Neighborhood Association will work with the Company to:
 - a. Help identify local, community-based, non-profit organizations for the free pick-up of excess or unused food items and furniture and related residential items as set forth in Section 1(b) of this Agreement;
 - b. Assist with the Company’s development and of local job fair and hiring efforts focused on the Neighborhood Association neighborhood and the surrounding communities as set forth in Section 1(a) of this Agreement, including, identifying local, community-based organizations and entrepreneurs for the Project Operator’s targeted neighborhood hiring;
 - c. Assist with the scheduling of community meetings in the Project Areas, including, helping to identify local non-profits that would like to schedule use of the Project Areas.

SECTION 3. TERM. The Term of this MOU shall be ___ () year(s), commencing on the effective date and shall be renewed automatically for ___ () successive one (1) year terms unless terminated by any party which gives written notice of its intent to terminate to all other parties to this MOU at least 90 days prior to the end of a term or unless terminated, pursuant to Section 5 of this MOU.

SECTION 4. APPLICABLE LAW. This MOU shall be interpreted under the laws of the Commonwealth of Kentucky.

SECTION 5. ENTIRE AGREEMENT. This MOU, together with any exhibits hereto, which are deemed to be incorporated by reference as if set forth at length herein, shall constitute the entire written understanding of the parties with respect to the subject matter hereof and shall supersede all oral and written understandings of the parties, all of which are deemed to be merged herein. This MOU may not be modified or amended except in writing, signed by each of the parties hereto, their successors or assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the authorized representatives of parties hereto have caused this Agreement to be duly executed as of the date first above written.

SMAIN, LLC,
the “**Company**”

By: _____

Name: _____

Title: _____

**LDRA, INC. d/b/a LOUISVILLE DOWNTOWN
RESIDENTS ASSOCIATION, INC.**
the “**Neighborhood Association**”

By: _____

Name: _____

Title: _____

EXHIBIT A
PROJECT DESCRIPTION

0147445.0743229 4853-4922-2447v2