

MEMORANDUM OF LEASE

This Memorandum of Lease is made by and between **Door No. 1 LLC**, a Kentucky limited liability company ("Lessor") whose address is 1452 Cherokee Road, Louisville, KY 40204 and **Mountain & River City LLC**, with a mailing address of 123 North Court, Fayetteville, WV 25840, a Delaware limited liability company ("Lessee"), who hereby declare that Lessor has leased to Lessee, and Lessee has accepted such lease from Lessor, the Spaces on the Property (later defined) under that certain Parking Lease Agreement dated February 9, 2021 (the "Lease"), upon the following terms:

Description of Property: 221 S. Shelby Street, Louisville, Jefferson County, Kentucky, more particularly described in the attached Exhibit A (the "Property").

Lease of Spaces: Lessor leases to Lessee, and Lessee leases from Lessor the maximum number of vehicular parking spaces ("Spaces") approved by Louisville Metro on the Property for use by Lessee, which is 39 Spaces as of the date of this Memorandum of Lease, as such Spaces on the Property may be created, established, removed and modified from time to time, and in compliance with all applicable health, fire, traffic, and planning regulations.

Effective Date of Lease: This Agreement is effective as of February 9, 2021, with the term to commence upon the date when a certificate of occupancy is issued for Lessee's hotel project at 730 East Market Street, Louisville, Kentucky (the "Project"). If the Project is not approved by the appropriate regulatory agencies or completed on or before December 31, 2024, Lessor may terminate the Lease upon thirty (30) days written notice.

Term: Twenty (20) years from Rent Commencement Date.

Renewal Option(s): Lessee may renew the Lease for an additional Term of twenty (20) years upon written notice at least two (2) years before the expiration of the current Term.

Right of First Refusal: If Lessor receives a bona fide offer for the purchase and sale of the Property, Lessor must present the offer first to Lessee, who may agree to accept the offer under the same terms and purchase the Property.

Notice to Louisville Metro: If Lessor or Lessee desires to terminate the Lease for any reason, Lessor shall deliver written notice to the Louisville Metro Planning Commission at least 30 days before the termination stating that the Spaces will no longer be available for Lessee's use and that Lessee will submit a revised parking waiver application.

Lessee has the right to mortgage, hypothecate, grant a Mortgage on, assign or otherwise encumber its interests in the Lease (each a "Leasehold Mortgage") without obtaining the consent of Lessor upon the condition that all rights acquired under each such Leasehold Mortgage shall be subject to each and all of the terms, covenants, conditions and restrictions set forth in the Lease.

[SIGNATURES ON FOLLOWING PAGE]

Executed by Lessor on the 14th day of July, 2021.

LESSOR:

Door No. 1 LLC,
a Kentucky limited liability company

By: *Kaveh Zamanian*
Kaveh Zamanian, Manager

COMMONWEALTH OF KENTUCKY §
 §
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this 14th day of July, 2021, did personally appear Kaveh Zamanian, in his capacity as Manager of DOOR NO. 1 LLC, a Kentucky limited liability company, who acknowledged this instrument and stated that he executed same on behalf of DOOR NO. 1, LLC

My Commission Expires: Aug. 14, 2021

Amanda Davenport
Notary Public, Commonwealth of Kentucky
State-at-Large



Executed by Lessee on the 13 day of July, 2021.

LESSEE:

MOUNTAIN & RIVER CITY LLC,
a Delaware limited liability company

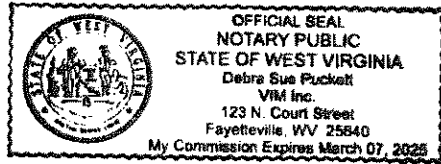
By: *C. Wendell*
Stephen Wendell, Manager

STATE OF WEST VIRGINIA §
 §
COUNTY OF FAYETTE §

BEFORE ME, the undersigned authority, on this 13 day of July, 2021, did personally appear Stephen Wendell, in his capacity as Manager of MOUNTAIN & RIVER CITY, LLC a Delaware limited liability company, who acknowledged this instrument and stated that he executed same on behalf of DOOR NO. 1, LLC

My Commission Expires: March 7, 2025

Debra Sue Puckett
Notary Public, State of West Virginia



PREPARED BY:

Earl F. Hamm, Jr.
Earl F. Hamm, Jr.
KAPLAN JOHNSON ABATE & BIRD, LLP
710 West Main Street, 4th Floor
Louisville, KY 40202
(502) 416-1630

Exhibit A
to
Memorandum of Lease

LEGAL DESCRIPTION OF THE PROPERTY

BEGINNING at a point at the northeast corner of Jefferson and Shelby Streets; thence with the easterly line of Shelby Street, North 7 degrees 50 minutes 00 seconds East, 203.92 feet to a point in the southerly line of a 12-foot alley; thence with same, South 82 degrees 5 minutes 00 seconds East, 125.00 feet to a pipe; thence South 7 degrees 50 minutes 00 seconds West, 203.92 feet to a point in the north line of Jefferson Street; thence with the north line of Jefferson Street, North 82 degrees 05 minutes 00 seconds West, 125 feet to the point of beginning.

Being the same property acquired by Door No. 1, LLC, a Kentucky limited liability company, by that certain Deed, dated March 16, 2021, of record in Deed Book 11959, Page 59, in the Office of the Clerk of Jefferson County, Kentucky.

Tax Data for Informational Purposes Only:

221 S. Shelby Street
Parcel # 04-017E-0008-0000