

**KENTUCKY EXPOSITION CENTER
KENTUCKY INTERNATIONAL CONVENTION CENTER
LEASE AGREEMENT FOR
JEFFERSON COUNTY PUBLIC SCHOOLS**

EVENT DESCRIPTION: Showcase of Schools

EVENT LOCATION: Kentucky International Convention Center

LEASE AND DEPOSIT DUE: August 11, 2017

DEPOSIT AMOUNT: \$0

RECEIVED

SEP 29 2017

COMPLIANCE LEASE NO. 18-02-C (I)

This Lease Agreement is made and entered into this 16th of July, 2017, by and between the KENTUCKY STATE FAIR BOARD, a corporate body of the Commonwealth of Kentucky, PO Box 70402, Louisville, KY 40270-0402, hereinafter referred to as the "Board," and Jefferson County Public Schools, Lam Building, P.O. Box 34020, Louisville, KY 40232, hereinafter referred to as the "Lessee."

In consideration of the covenants and other consideration contained in this Lease Agreement, the parties agree as follows:

**SECTION 1
DESCRIPTION OF PREMISES,
TERM OF LEASE AND ACCESS TO PREMISES**

The Board agrees to lease to the Lessee, and the Lessee agrees to lease from the Board the space and facilities (the "Premises") set forth below:

For 2018

<u>FACILITY</u>	<u>MOVE-IN</u>	<u>EVENT</u>
North Hall C Upper Concourse	Oct. 25 (Thurs.)	Oct. 26-27 (Fri.-Sat.)
North Hall D Upper Concourse	Oct. 25 (Thurs.)	Oct. 26-27 (Fri.-Sat.)
North Hall E Upper Concourse	Oct. 25 (Thurs.)	Oct. 26-27 (Fri.-Sat.)
North Prefunction Upper Concourse	Oct. 25 (Thurs.)	Oct. 26-27 (Fri.-Sat.)
North Suite Upper Concourse	Oct. 25 (Thurs.)	Oct. 26-27 (Fri.-Sat.)

The Lessee shall comply with Board policies for access to and the duration of events that may occur on the "Premises" during the term of this Lease Agreement. Lessee's access to the "Premises" on move-in and move-out days shall begin no earlier than 8:00 a.m., unless a different time is specified in a written addendum to this Lease Agreement. Lessee's right of access to the "Premises" on move-in and move-out days shall last no longer than ten (10) consecutive hours in duration beginning at the earliest time of access unless a different duration is specified in a written addendum to this Lease Agreement.

In the event Lessee exceeds ten (10) hours duration on a move-in or move-out day, Lessee shall pay Board an hourly rate for each excess hour, or part thereof, based upon the existing hourly rate charged by the Board for that facility.

Events permitted during the term of this Lease Agreement may not operate past 12:00 a.m. on show days unless a different time is specified in a written addendum to this Lease Agreement. If an event is permitted by addendum to extend beyond 12:00 a.m., the Lessee agrees to pay to the Board an amount equal to one-tenth (1/10th) of the daily rate charged by the Board for that facility for each hour, or part thereof, that the event extends beyond 12:00 a.m. These additional sums shall be paid by Lessee in addition to the rental rates set forth in Section 3 of this Lease Agreement.

The Lessee agrees that any designated representative of the Board shall, at all times during the term of this Lease Agreement, have the right to inspect the "Premises" identified in Section 1 of this Lease Agreement.

SECTION 2 PURPOSE

The Lessee agrees that the "Premises" are being leased for the purpose of JCPS Showcase of Schools and for no other purpose without the express written consent of the Board.

SECTION 3 RENTAL RATE AND PAYMENT

The rental rate for Jefferson County Public Schools shall be \$25,000.

The Kentucky State Fair Board reserves the right to require all rents and incidentals prior to the event. All rental sums as well as all other payments that become due pursuant to this Lease Agreement shall be paid immediately upon issuance of the Board's invoice for the rental or other amounts.

In the event the Lessee intends to use a portion of the "Premises" for Lessee's food and beverage needs which shall be provided by separate contract between Lessee and the Board's exclusive catering vendor, Lessee agrees that the rental rates set forth above have been established in consideration of the use by the Lessee. In the event the Lessee cancels all or any part of its separate food and beverage contract with the Board's exclusive catering vendor, Lessee agrees to pay the Board the rental rates set forth above that are applicable in the event of this cancellation.

Upon execution of this Lease Agreement, Lessee shall pay Board a nonrefundable deposit in the sum of \$0 which shall be credited against the rental amounts invoiced by the Board to the Lessee pursuant to this Lease Agreement. This Lease Agreement has no binding effect on the Board until the deposit set forth in this paragraph has been paid by the Lessee to the Board.

All sums due to the Board by the Lessee pursuant to this Lease Agreement shall be made payable to the Kentucky State Fair Board.

SECTION 4 CONDITIONS AND ALTERATION OF PREMISES

The Lessee accepts the "Premises" in "as is" condition. The Board has no obligation to alter or change any of its physical facilities as a condition of or consideration for this Lease Agreement. The "Premises" shall be tenantable at the commencement of the lease term.

Without the prior express written approval of the Board, the Lessee may not make alterations, installations, or decorations to the "Premises." Should Lessee wish to make alterations, installations or decorate the "Premises," Lessee must submit the plans for any such proposal to the designated Board at

least two weeks in advance of the commencement of the term of this Lease Agreement and must obtain the above stated written approval before proceeding with any such plans. Approval of any proposed alterations, installations, or decorations exists exclusively in the discretion of the Board. Lessee understands and agrees that if, during the term of this Lease, Lessee intends any installation, alteration or decoration that requires rigging or attachment of any nature to the physical structure of the facility, it is Lessee's obligation to conform said rigging or attachment at all times to the specifications required by the Board's engineer(s) or other designated representative.

The Board shall provide cleaning of all indoor premises before and during the event. Cleaning shall include common aisles of exhibit hall floors, restrooms and daily cleaning of meeting rooms. Cleaning does not include exhibit booths or temporary aisle carpet.

Exhibit hall floor shall be left in the same condition as when Lessee took possession. Lessee is responsible for removal of all carpet tape residue immediately following the event. A walk through to assess condition of the exhibit hall floor will be conducted by the Lessee's Show Manager and the Board's Event Manager prior to move in and upon completion of move out.

SECTION 5 DAMAGE TO PREMISES

If the leased "Premises" shall become untenable because of fire, strikes, lockouts, failure of power, riots, war, unavoidable casualty, acts of God or other reasons of a like nature not the fault of either party, this Lease Agreement shall terminate.

If such termination occurs before the first date of the term of this Lease Agreement, the Board shall refund to the Lessee the deposit paid by the Lessee less any expenses incurred by the Board in conjunction with this Lease Agreement.

In the event such termination occurs on or after the first date of the term of this Lease Agreement, the Lessee shall pay to the Board the actual rent incurred to and including the date of termination, or, in the event the rent is not scheduled on a daily basis, a prorata portion of the rent to and including the date of termination, together with any expenses incurred by the Board in conjunction with this Lease Agreement.

In the event of any such termination, Lessee and Board each waive any and all claims of any kind or nature against the other for damages or compensation which might arise out of such termination.

If, during the term of this Lease Agreement, the "Premises," or any portion thereof, shall be damaged by an act, default or negligence of the Lessee's agents, employees, patrons, guests, or any person admitted to said "Premises" by the Lessee, the Lessee will pay to the Board upon demand such sum as shall be necessary to restore said "Premises" to its condition prior to the Lessee occupying the "Premises." The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said "Premises" or to any portion thereof with the consent of the Lessee.

The Lessee further agrees to have in place, at all times, sufficient security to maintain order and protect persons and property from any and all injuries. The Board has the exclusive discretion to determine the level of sufficient security that the Lessee must maintain pursuant to this Lease Agreement. The Lessee shall defend, indemnify, and hold harmless the Board, its members, officers, employees, agents, and servants from all such causes of action, claims, losses, and damages.

SECTION 6 COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

The Lessee shall abide by all rules, regulations and policies established throughout by the Board or its authorized representatives. The Lessee shall obtain and provide to the Board copies of any licenses and permits required to comply with federal, state, county and city statutes, regulations and ordinances including, but not limited to, the Americans With Disabilities Act and the Kentucky Concealed Weapons Laws. The Lessee shall also comply with all other applicable federal, state, county, and city statutes, regulations, resolutions, and ordinances, specifically including, without limitation, any statutes, regulations, resolutions or ordinances regarding the use of pyrotechnic or other like or similar materials in this facility. The Lessee shall defend, indemnify, and hold harmless the Board, its members, officers, employees, agents, and servants from any and all causes of action, claims, losses, and damages of any nature arising from the Lessee's failure to abide by any and all rules and regulations established by the Board and any and all applicable federal, state, and county statutes, regulations, and resolutions.

The Lessee shall not provide gratuities of any kind to employees of the Board.

In the event of any violation of this, or any other provision of this Lease Agreement by the Lessee or by any person employed by or admitted to the "Premises" by the Lessee, the Lessee shall immediately cease and desist from and correct or cause to be corrected any such violation it becomes aware regardless of notice from the Board.

If laser light is to be used during any event that occurs during the term of this Lease Agreement, it shall be manufactured and operated according to U. S. Food and Drug Administration Compliance Policy Guide Statement #22, together with any subsequent amendments thereto, and the accession number as issued by the U. S. Bureau of Radiological Health will be supplied to the Board.

SECTION 7 LIENS

The Lessee shall not incur, cause or in any manner create any indebtedness, liens, mortgages, or other obligations for labor, materials or otherwise for which the Board may have any liability. The Lessee recognizes the Board's rights under Kentucky Revised Statute 247.160 to place a lien upon the Lessee's property to secure existing or future indebtedness and the right to dispose of such property as provided by that statute.

SECTION 8 ALCOHOLIC BEVERAGES

The Lessee shall abide by and advise in writing all exhibitors of the existence of 303 Kentucky Administrative Regulation 1:030, Section 1, which states: No person shall carry or transport into the "Premises" any beer or other alcoholic beverages except for delivery to the licensed retailer of same, located on the "Premises" or except with specific permission of the Board. Violation of any of the foregoing will be punishable as provided by law.

There shall be no alcohol sales on the "Premises" after 12:00 a.m. on show days unless the same is permitted by prior written agreement set forth in an addendum to this Lease Agreement.

SECTION 9 INDEMNIFICATION AND INSURANCE

The Lessee agrees to assume, defend, indemnify, protect, save and hold harmless the Board and all of its members, officers, employees, agents, servants, and assigns against any and all claims, demands, actions or causes of action, arising or resulting directly or indirectly from the use, occupancy or leasing by the Lessee of the "Premises," including, without limitation, the claims of any employee, decorator, agent, subcontractor, or other like or similar person, of the Lessee, the claims of any person attending the event for which the "Premises" have been leased, and the claims of any other person for damages for bodily injury,

sickness, mental anguish or death, or claims for damages to the property of any such employee, agent or persons. The Board shall not be liable for any damage to the property of the Lessee sustained while in the use and control of the Lessee of the "Premises."

The Lessee agrees to provide, at its expense, the primary event liability insurance covering all claims of the event issued by a company acceptable to the Board or its designee, insuring both the Lessee and the Board, with policy limits of \$1,000,000 per occurrence (plus such additional coverage as may be required by the Board set forth in writing in a written addendum to this Lease Agreement) to insure against any and all claims associated with or arising out of this Lease Agreement. The Lessee shall deliver to the designated Board representative a certificate of insurance reflecting these coverages no later than thirty (30) days prior to the first move-in day of each event as listed in Section I of this Lease Agreement. Lessee shall not be permitted to take occupancy of the "Premises" without strict compliance with the terms of this insurance provision.

The Board shall not recover against the Lessee to the extent any damage to the "Premises" that are covered by the Board's fire and extended coverage insurance protecting the "Premises," provided, however, the Board's insurer shall be subrogated to the rights of the Board as against the Lessee.

Primary event insurance will not be applicable to the extent of damage caused by the negligence, willful misconduct, or the acts or omissions of the Board, its employees, agents or contractors.

SECTION 10 UTILITIES

The Board will furnish lighting as provided by existing equipment and fixtures in the "Premises" at 25%-50% during specified move-in/move-out hours. Show hours only, will be at full lighting.

The Board will furnish heat or cooling at necessary levels during show hours. The Board, in its exclusive discretion, may provide heating or cooling during move-in/move-out hours, in extreme weather.

The Board shall be the exclusive electric service contractor which shall include labor and equipment as required by the Lessee and all show exhibitors. Additional electrical current that may be required by the Lessee or its exhibitors shall be paid for by the Lessee or its exhibitors at rates which shall be established by the Board. Any additional equipment required to furnish electrical current to meet the needs of the Lessee shall be paid for by the Lessee but, shall not be installed unless prior written approval is obtained by the Lessee from the Board. Lessee shall request any such additional electric current and/or equipment at least two weeks in advance of the first available occupancy date of this Lease Agreement.

SECTION 11 HIGH SPEED INTERNET ACCESS/PREFERRED AUDIO-VISUAL SERVICE PROVIDER

High speed internet access connections are and shall remain the exclusive right of the Board.

Lessee understands that the Board has a preferred audio-visual service provider for its facilities and Lessee has been provided information concerning that provider's services. The preferred provider has immediate and cost effective in-house access to the facility infrastructure and components.

If the Lessee or its designee chooses to not use the facility's preferred audio-visual service provider, then the Lessee or its designee shall pay the Board patch fees for any input(s) into the facilities audio-visual infrastructure in meeting areas, combined meeting rooms, lobbies, arenas, exhibit halls/wings and the Ballroom at the Kentucky International Convention Center for the run of the show.

In all circumstances and events, the Board shall maintain exclusive control of the audio visual components of the Kentucky International Convention Center Conference Theatre.

SECTION 12 PARKING, CONCESSIONS AND NOVELTIES

All parking rights, catering rights, concessions, novelties and charges for services or product of any nature are and shall remain the exclusive rights of the Board and the Lessee shall not participate in the same. The Lessee must obtain prior written approval of the Board to sell programs and novelties in the manner and on the terms contained in such written approval. No outside food or drink shall be permitted onto the "Premises" at any time. Lessee must utilize the Board's exclusive catering company.

SECTION 13 LESSEE'S EMPLOYEES AND PERSONNEL REQUIREMENTS

The Lessee shall be required to use the Board's Venue Services for the Event, including, but not limited to, all box office personnel, ticket sellers, ticket takers, ushers, concierges, Event security, and such other personnel as Board, in its reasonable discretion, shall deem required, together with such additional personnel as Lessee may reasonably request. The costs of such personnel shall be the responsibility of Lessee unless otherwise explicitly set forth herein.

The Lessee shall be required to provide first aid for guest medical per Board established guidelines. The costs of such personnel shall be the responsibility of Lessee unless otherwise explicitly set forth herein.

The Lessee shall pay for any properly requested special or additional services, facilities, equipment, materials or technicians that the Board has agreed to provide, at prevailing rates and conditions, at the time of each event and when invoiced by the Board, whether prior to or subsequent to the event.

Notwithstanding anything to the contrary above, the Event Expenses shall not include (a) staffing costs associated with the sale of food and beverage concessions or merchandise (these staffing costs shall be the responsibility of Board or its designated concessionaires or subcontractors), or (b) any other costs which are the responsibility of Board as explicitly set forth elsewhere in this Agreement.

SECTION 14 ADMISSION TICKETS

If the Lessee's use of the leased "Premises" involves an event for which tickets are sold, then, in that circumstance, the manner of purchasing, selling and accounting for such tickets shall be set forth in a written amendment to this Lease Agreement.

The Lessee agrees that should it require use of an internet or professional ticketing service, it shall exclusively use Ticketmaster, the Board's designated ticket agent for its facilities, to sell said tickets and the Board's rights shall include all future methods and technologies for ticket distribution or other forms of admissions. The Lessee shall pay the cost of printing the tickets. The Board shall have complete and sole supervision of the sale and collection of all tickets and at such locations as the Board shall designate. The Board shall have complete custody and control of all monies received from the sale of tickets. All such funds shall be the property of the Board, for the purposes of applying same, in accordance with the terms and conditions of this Lease Agreement, toward payment of any balance for rent due or to become due to the Board or for any purpose within the scope of this Lease Agreement.

A ticket "on-sale date" must be mutually agreed upon, in writing, between Board and Lessee, prior to the public announcement of the ticket "on-sale" date. The Board retains the right for the final decision for the "on-sale date", so as not to conflict with other events within the facility. Permission shall not be unreasonably withheld.

Should complimentary tickets be issued for the event, they are not to be sold. Complimentary tickets will be printed with a zero dollar value (\$0) listed on the ticket. Unless otherwise provided in a written addendum to this lease, complimentary tickets shall be limited to 10% of the manifested house capacity.

At least ten (10) days prior to any performance that may occur during the term of this Lease Agreement, the Lessee shall deliver to the Board for its use, without charge, 0 top priced admissions for each performance open to the public or trade during the term of this Lease Agreement. These admissions are in addition to any other admissions described herein.

SECTION 15 BREACH, DEFAULT AND CANCELLATION

If the Lessee violates any of the terms, conditions or covenants provided herein or notifies the Board of its intent to cancel its use of all or any part of the "Premises" as set out in this Lease Agreement, such a violation or cancellation by Lessee shall, at the option of the Board or its designated representative, constitute a breach of this Lease Agreement and result in forfeiture of all monies and deposits previously paid to the Board, which sums shall be applied by the Board as partial liquidated damages, and no portion thereof shall be refunded to the Lessee. In addition, the rental rates set forth in Section 3 of this Lease Agreement for the entire term of this Lease Agreement shall be payable by the Lessee to the Board together with all expenses and costs incurred by the Board as a result of the breach, including, without limitation, the reasonable attorney's fees incurred by the Board.

The Board shall also have the right in its sole discretion, in the event of such violation or cancellation, to terminate this Lease Agreement and release the Lessee from all or any portion of its liability hereunder. Any such exercise of discretion and release of all or part of the Lessee's liabilities hereunder shall be communicated by the Board to the Lessee in writing and no other form of communication shall release the Lessee from any liability hereunder.

SECTION 16 SERVICES AND EQUIPMENT SUPPLIED BY THE BOARD

The Lessee shall pay for any properly requested special or additional services, facilities, equipment, materials, technicians that the Board has agreed to provide, at prevailing rates and conditions, at the time of each event and when invoiced by the Board, whether prior to or subsequent to the event.

SECTION 17 FLOOR PLANS FOR EXHIBITS/EVENTS

The Lessee shall furnish the Board with final floor plans and requirements for layout, equipment, decorations, exit capacity, and any other requirements for State Fire Marshal and Facility approval prior to exhibit space sales, ticket sales or any other use of the "Premises" by the Lessee. Final details concerning set up and scheduling requirements shall be submitted by the Lessee to the Board at least two (2) weeks in advance of the commencement of the term of this Lease Agreement. In the event the time between the execution of this Lease Agreement and the scheduled event is fourteen (14) days or less, Lessee must submit said plans and requirements upon the execution of this Lease Agreement.

The Lessee's use of the "Premises" shall not impede attendees or employees access to exits or permanent concession stands, restrooms, telephones, fire fighting equipment or utility rooms in the facilities leased by the Lessee.

SECTION 18 PAST DUE INVOICES

The Lessee agrees that all invoices not paid within thirty (30) days of invoice date are subject to a one-time FINANCE CHARGE imposed on the balance due which shall be 10%. The FINANCE CHARGE is applied to the previous balance after deducting current payments or credits. Such charge shall in no event exceed the maximum rate permitted by law. The Lessee further agrees to pay all costs of collecting, securing or attempting to collect all past due invoices, including reasonable attorney's fee, whether collected or secured by suit or otherwise, providing the collection of such costs and fees are permitted by law.

SECTION 19 USE OF COPYRIGHTED MATERIAL

The Lessee warrants that all copyrighted and trademarked material to be performed or used during the period covered by the Lease Agreement has been duly licensed or authorized by the copyright owners or their representatives and that such licensing is solely the duty of the Lessee. The Lessee agrees to defend, indemnify, and hold harmless the Board and all of its members, officers, employees, agents, and servants from any and all causes of action, claims, losses, or expenses, including attorney's fees incurred with regard thereto.

SECTION 20 RECORDINGS

The Lessee shall not record for broadcast, webcast or other form of mass media consumption, or sale any event covered by this Lease Agreement without the prior written approval of the Board or its designated representative. The Lessee agrees that the Board has the right to require payment for said privilege.

SECTION 21 ADVERTISING

Whenever pursuant to the terms of this Lease Agreement the Lessee uses or describes the Board facilities in advertising, the facilities shall be referred to only as the Kentucky Fair and Exposition Center, Kentucky Exposition Center, the Kentucky Fair and Expo Center or the Kentucky International Convention Center. No other use or description, including but not limited to Louisville Fairgrounds or Kentucky Fairgrounds, shall be allowed in any such advertising. The Lessee further agrees that all advertising associated with its use of the "Premises" under the terms of this Lease Agreement shall be accurate and in accordance with the terms of this Lease Agreement. The Board may request the Lessee to provide a copy of any and all advertising to be used by the Lessee to promote the event prior to the Lessee distributing the advertising for publication. The Board shall review the advertising to determine if its content is true, accurate and complies with all other provisions of this Lease Agreement. Any false, deceptive or misleading statements in the advertising must be deleted by the Lessee prior to the Lessee distributing such advertising.

SECTION 22 ENTIRE AGREEMENT

It is understood and agreed that no verbal representations or agreements not covered by this Lease Agreement have been made by Lessee or Board. All negotiations are merged herein. Any addendum, statement of policy of the Board, statutes, administrative regulations, and sanitation requirements or amendments attached hereto are made a part hereof as if copied in full herein.

**SECTION 23
PARTIAL INVALIDITY**

Any provision(s) of this Lease Agreement which shall be found by a Kentucky court of competent jurisdiction to be invalid shall in no way affect, impair or invalidate any other provisions hereof, and the remaining provisions shall remain in full force and effect. This Lease Agreement was prepared by the Board for convenience purposes only and shall not be construed for or against the Board on such basis.

**SECTION 24
TIME OF THE ESSENCE**

Time is of the essence with respect to the performance of each of the covenants under this Lease Agreement. In any case, however, where either party hereto is required to do any act, delays caused by or resulting from fire, strikes, lockouts, failure of power, riots, war, unavoidable casualty, acts of God or other reasons of a like nature not the fault of either party, shall not be counted in determining the time during which such act(s) shall be completed, whether such times be designated by a fixed date, a fixed time, or a reasonable time.

**SECTION 25
WAIVERS**

No waiver of any default by the Lessee hereunder shall be implied from any omission by the Board to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent therein stated. The acceptance by the Board of any payments from the Lessee with knowledge of the breach of any covenant, term or condition of this Lease Agreement shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

**SECTION 26
ASSIGNMENT**

The Lessee shall obtain prior written approval of the Board prior to any assignment of this Lease Agreement. Any purported assignment without prior written approval of the Board shall be void. The parties agree that any potential assignee of the Lessee shall accept and be bound by the same terms and conditions and perform all duties and obligations set forth in this Lease Agreement.

**SECTION 27
GOVERNING LAW AND VENUE**

This Lease Agreement and any and all disputes arising thereunder shall be interpreted in accordance with the laws of the Commonwealth of Kentucky. Venue for any cause of action arising as a result of this Lease Agreement shall be in the Franklin Circuit Court in Frankfort, Kentucky.

**SECTION 28
REMEDIES OF BOARD CUMULATIVE**

The remedies given to the Board in this Lease Agreement shall be cumulative and the exercise of any one remedy by the Board shall not be to the exclusion of any other remedy.

**SECTION 29
ACCORD AND SATISFACTION
AND RIGHT OF SET-OFF**

No payment by the Lessee or receipt by the Board of a lesser amount than the full amount of rent owed as set forth herein, nor any endorsement or statement on any check or any letter accompanying any check or payment of a lesser amount than the full amount of rent owed as set forth herein may be deemed an accord and satisfaction, and the Board may accept such check or payment without prejudice to the Board's right to recover the balance of such rent or pursue any other remedy in this Lease Agreement.

The Lessee agrees that there is no right of deduction or set-off from rent due and owing by the Lessee pursuant to this Lease Agreement.

**SECTION 30
PARAGRAPH HEADINGS**

The titles to the sections of this Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease Agreement.

**SECTION 31
NOTICE**

Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing. All such notices shall be delivered personally, via e-mail with confirmation receipt, by fax with confirmation receipt, by certified mail with return receipt requested, or by reputable overnight courier (costs prepaid), and shall be deemed given or made upon receipt thereof. Such notices are to be given or made to the parties at the following addresses (or to such other address as any party may designate by a notice given in accordance with the provisions of the Section):

To the Board: Kentucky State Fair Board
937 Phillips Lane
Louisville, Kentucky 40209

To Lessee: Jefferson County Public Schools
Lam Building, P.O. Box 34020
Louisville, KY 40232

WITNESS the signatures of the parties hereto on the day and year first herein above written.

JEFFERSON COUNTY PUBLIC SCHOOLS

BY: _____

[Signature]

12th day of September
August, 2017

KENTUCKY STATE FAIR BOARD

BY: _____

[Signature]

Linda Edwards, Vice President/General Manager

29 day of September, 2017