

THE GETTY LAW GROUP_{PLLC}

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HAND DELIVERED AND EMAILED

May 1, 2015

Mason L. Miller, Esq.
Miller & Wells, PLLC
300 East Main Street, Suite 360
Lexington, Kentucky 40507

Re: Centrepointhe Vertical, LLC (Notice Pursuant to Conditional Restoration Agreement Dated December 10, 2013)

Dear Mr. Miller:

As you may know, this firm and the undersigned are counsel to Centrepointhe Vertical, LLC ("Centrepointhe Vertical").

Purportedly on behalf of the Lexington-Fayette Urban County Government ("LFUCG"), by letter dated April 28, 2015, you provided Centrepointhe Vertical, with written Notice pursuant to the Conditional Restoration Agreement dated December 10, 2013 (the "Restoration Agreement") that Centrepointhe Vertical was in default under the Restoration Agreement and that it should proceed with filling in and restoring the Centrepointhe site in downtown Lexington to its original condition. By letter dated April 29, 2015, Centrepointhe Vertical, through its Manager Ronald C. Tritschler, informed you that LFUCG has no right to request such restoration. Tritschler's letter noted that "...the only event that would trigger that obligation would be 'no work is made toward completing the Parking Garage for a period of (60) days.'" (emphasis added). As you well know, work has been ongoing with respect to the Centrepointhe project site and no basis exists for your demand that Centrepointhe Vertical proceed with restoration of the site. In fact, Mr. Tritschler's letter dated April 29, 2015 enclosed copies of a number of work orders confirming the existing and ongoing work at the site.

Your actions on behalf of LFUCG in sending such notice and your own comments to the media have caused harm to Centrepointhe Vertical. At least one crucial tenant committed to the project has indicated that they now intend to withdraw from the project. Additionally, this week, one of the contractors doing work on the site left operating under the mistaken belief there was a

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stop work order in place. Much of the adverse publicity which has now jeopardized the project is a result of erroneous statements made by you to the press. These statements have negatively impacted and interfered with Centrepointe Vertical's existing contractual relations with third parties.

Centrepointe Vertical and the Webb's have invested in excess of \$30 million in personal or private funds with respect to this project and appear to be on the verge of being able to move forward with Centrepointe Vertical's bond sale and other steps toward completing the Centrepointe project. The actions taken by you on behalf of LFUCG, have detrimentally impacted the Centrepointe project and have interfered with those existing, in some cases, long standing business relations. Accordingly, on behalf of Centrepointe Vertical, I am formally demanding that LFUCG withdraw the Notice of Restoration dated April 28, 2015. Such withdrawal must occur no later than Friday, May 8, 2015. If LFUCG does not take such action, Centrepointe Vertical will be left with no alternative but to consider taking formal legal steps to protect its valuable business interests and reputation.

From the outset of this project, it appears as though the Mayor, and others associated with him, have for inexplicable reasons, been intent on destroying the Centrepointe project. Numerous roadblocks have wrongfully been thrust in the way of proceeding with financing and construction with no legitimate basis whatsoever. Centrepointe Vertical has been patient and has attempted repeatedly to work with the Mayor and the LFUCG Council to see this project come to fruition. It has been reported that members of the Council have been kept in the dark about certain steps which were taken or contemplated to be taken adverse to the Centrepointe project. The most glaring example is the fact that the April 28, 2015 Notice letter was sent without full consideration or a vote by the Council. It has also been reported that a number of the Council members are extremely upset with the manner in which this matter has been handled to date. We believe this conduct provides evidence of the malice directed toward Centrepointe Vertical by the Mayor and those closely associated with him, which conduct may have stripped them of any qualified or other immunity with respect to their attempts to delay or destroy the Centrepointe project.

I trust you will inform the Mayor and others of this request and proceed expeditiously with respect to addressing the foregoing request. I will expect a formal response in writing on or before the date noted above.

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Mason C. Miller, Esq.

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With best regards, I remain

Sincerely yours,

Richard A. Getty

RAG/jef

cc: John P. Brice, Esq.
Danielle H. Brown, Esq.
Ronald C. Tritschler, Esq.
R. Dudley Webb, Esq.
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