

" EXHIBIT A "

CONTRACT #192-2011

R-528-2011

## LEASE

This LEASE made and entered into this 17 day of November, 2011 by and between (i) Denham-Blythe Company, Inc., a Kentucky corporation, having a principal address of 100 Trade Street, Lexington, County of Fayette, Kentucky 40511 (hereinafter referred to as "Lessor") and (ii) Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A, having a principal address of 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "Lessee").

### WITNESSETH:

#### LEASED PREMISES

That for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby let and demise unto Lessee, and Lessee does hereby lease and rent from Lessor, the Leased Premises generally described as:

Being approximately 6,910 rentable square feet of space, located on the first floor in that certain property located at 100 Trade Street, Suite \_\_, Lexington, KY 40511 being hereinafter referred to as the "Leased Premises" (see Exhibit "A").

Lessee and its patients, customers and employees may use the parking areas and all entrances (except the front entrance), sidewalks, in common with others having business in the building at 100 Trade Street. Lessee shall be able to reserve up to 30 parking spaces at no additional cost and may choose to install appropriate signage for such spots upon approval by Lessor.

#### BUILDING STANDARDS

In regard to the Leased Premises, the parties acknowledge that any and all improvements made, now or in the future, within the Building shall conform to all appropriate codes of the local, state and federal governments and shall be done in a workman like manner. The Lessor's written approval shall be obtained by Lessee prior to commencement of any and all improvements to the Leased Premises.

#### LESSEE IMPROVEMENTS AND POSSESSION

Lessor shall deliver possession of the Leased Premises to Lessee upon full execution of this Lease (the "Space Delivery Date") in its "as-is" condition. Lessee agrees that it will observe all of the terms and conditions of this Lease from and after the Space Delivery Date. Following delivery of the Leased Premises to Lessee, Lessee shall cause the installation and construction of various improvements to the interior of the Leased Premises as shown on Exhibit B. Improvements shall be done in accordance with plans and specifications which have been approved in writing by Lessor, and as permitted by applicable laws and governmental codes,

rules and regulations. Lessor shall have the first right of refusal to actual construction fit-up work to be performed in the above mentioned Premises.

Prior to commencing the Lessee Improvements, Lessee shall provide Lessor with certificates of insurance from all contractors and subcontractors performing any of the Lessee Improvements, evidencing commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence combined single limit and \$1,000,000 general aggregate, and such workers' compensation and other insurance as may be required by law. Lessee shall provide Lessor with lien waivers from all contractors who perform any work in the Leased Premises.

## ARTICLE I

### TERM

- 1.1 Term. The term of this Lease shall be three (3) years, commencing upon December 1, 2011 or the Lessee's occupancy of the Premises, whichever is sooner, and will terminate on the last day of the third (3<sup>rd</sup>) year thereafter. Lessee and Lessor will sign a Lease Commencement Agreement if necessary to officially commemorate the date of the commencement of this Lease.
- 1.2 Renewal Options. Lessee may have two (2) options to renew this Lease for a term of three (3) years each ("First Renewal Term" and "Second Renewal Term") from the Termination Date of this Lease upon one hundred eighty (180) days written notice. The same terms and conditions of this Lease (except the Rent as referred to in Section 2.5) will apply to the Renewal Term.

## ARTICLE II

### BASE RENT AMOUNT

- 2.1. Base Rent Amount. The Lessee covenants and agrees to pay the Lessor as monthly rental for the Leased Premises the sum of \$7,877.40 per month [sometimes hereinafter referred to as the "Base Rent"], payable in advance on the first day of each month for the entire term of this Lease, said rents to begin on the Commencement Date. Initial rent payment shall be prorated from the Commencement Date to the end of the month in which the Commencement Date occurs and therefore payable in accordance with this Section 2.1. In the event any rental payment is unpaid after the tenth day of any calendar month, at Lessor's option, a service charge of one and one half percent (1.5%) for each month that such payment remains unpaid shall be paid as additional rent.

### PLACE OF PAYMENT

- 2.2 Place of Payment. All payments shall be made at the address of the Lessor stated at the beginning of this Lease, or at such other place as Lessor may designate.
- 2.3 Intentionally Blank

#### LATE PAYMENTS

- 2.4 Late Payments. It is understood and agreed by Lessee that time is of the essence for payment of monthly Base Rent (due on or before the first day of each month) and the costs of gas or electric services provided by Lessor to Lessee pursuant to Article V below (Note: default is covered in separate article and should not be duplicated here).

#### RENT DURING RENEWAL PERIOD

- 2.5 Rent During Renewal Periods. Rent during the First Renewal Term, as referenced in Section 1.2, shall be \$8,350.04 per month. Rent during the Second Renewal Term, as referenced in Section 1.2, shall be \$8,851.04 per month. All other terms of this Lease remain in effect.

### ARTICLE III

#### USE OF LEASED PREMISES

- 3.1 Use of Leased Premises. The Leased Premises may be used and occupied by the Lessee for the purpose of operating a medical office and pharmacy and for no other purpose without the prior written consent of Lessor. Lessee shall at all times and at its own expense, comply with all rules, orders, regulations or requirements of all governmental authorities or agencies with respect to use of Leased Premises.
- 3.2 Use of Personal Property. Exhibit "C" contains a list of items of personal property which is owned by Lessor and located on the Leased Premises as of the Commencement Date. Lessee shall have custody and control of such personal property during the term of this Lease and may use the same in the operation of its business upon the Leased Premises. Lessee shall exercise reasonable care in the custody, control and use of such personal property but shall not be liable for any loss or damage thereto unless the same is caused by the gross negligence of the Lessee. Upon termination of this Lease, the Lessee shall return possession of such personal property to the Lessor.

### ARTICLE IV

#### IMPROVEMENTS

- 4.1 The Leased Premises. Lessee acknowledges that Lessee has examined the Leased Premises and accepts the building improvements, common areas and equipment on or in the Leased Premises "as is".

#### FUTURE IMPROVEMENTS

- 4.2 Future Improvements. Subject to the provisions of Section 3.1 above, the Lessee, at its sole cost and expense, shall have the right to remodel and improve the Leased Premises; provided, however, that [a] the plans and specifications shall be first approved by the Lessor, and that the remodeling and improvements shall be completed in accordance with the plans, specifications, and the building standards of the local, state and federal governing bodies, and Lessor may

impose any such reasonable conditions and requirements on said changes, improvements and construction as Lessor may deem reasonably necessary to protect it and its best interest, including a requirement that Lessee remove same, at its expense, and restore the Leased Premises to their original prior condition; and, [b] all such remodeling and improvements, when completed and placed upon said Leased Premises, shall, as of said date, immediately become the property of the Lessor.. Nothing herein shall be construed to allow any contractor, sub-contractor, or supplier to assert a mechanics or materialman's lien against the Leased Premises or Lessor's interest therein. Lessee shall indemnify and hold Lessor harmless to any and all claims of liens that may be created by work done by Lessee.

#### ARTICLE V

##### UTILITIES AND SERVICE

5.1 Lessor will furnish the Lessee with water. Lessee will pay for natural gas and electric service based on monthly sub meter reading. All communication equipment, fees and service charges for the Leased Premises will be borne by the Lessee.

#### ARTICLE VI

##### MAINTENANCE AND REPAIR

6.1 Obligations of Lessor. Lessor shall be responsible at its sole cost and expense, for structural repairs, repairs that can be considered capital in nature and repairs to the exterior of the building designated 100 Trade Street, Lexington, Kentucky [the "Building"] including the roof and parking areas, and for all other repairs and maintenance except those assigned to Lessee in the following section.

6.2 Obligations of the Lessee. It shall be the obligation of the Lessee, at the Lessee's expense, to make repairs and maintenance for clogged commodes, bulb or tube replacement, heat and air-conditioning filters, interior doors, paint or wall coverings, floor coverings, and door locks, in the Leased Premises, and any structural or mechanical repairs due to Lessee's negligence or misconduct. Lessee agrees to at all times keep the Leased Premises clean and in good repair, and to surrender the Leased Premises in that condition upon expiration or termination of this Lease, reasonable wear and tear is expected.

#### ARTICLE VII

##### RULES AND REGULATIONS

7.1 Rules and Regulations. Lessee agrees to be liable and responsible for any damages or abuse to said Leased Premises by its employees, agents, customers, invitees, or licensees. Lessor shall have the right to make reasonable rules and regulations and additions to said rules and regulations provided such changes and additions do not unreasonably affect the conduct of Lessee's business (such determination to be made solely by Lessee), and further provided that Lessee is provided with reasonable notice of said rules and any changes and additions thereto.

## COVENANT OF QUIET ENJOYMENT

7.2 Covenant of Quiet Enjoyment. Lessor covenants that upon payment of the rents due hereunder, and Lessee observing all terms and conditions hereof, Lessee may peaceably and quietly enjoy the Leased Premises throughout the term of this Lease.

## SIGNS

7.3 Signs. No sign shall be inscribed, painted or affixed on any part of the outside or inside of said building, other than on the door of the Leased Premises, without approval of the Lessor. Lessee shall, at its own expense, have the right to place its name on the existing monument/directional/yard sign.

## ARTICLE VIII

### LIABILITY INSURANCE

8.1 Liability Insurance. To the extent allowed by law, the Lessee agrees to indemnify, compensate and save and hold the Lessor harmless from any and all claims, damages and/or liability whatsoever resulting from and/or arising out of injury to and/or death of any person and/or damage and/or destruction of any property unless due to fault of the Lessor, arising out of Lessee's use of the Leased Premises. However, in no event is this intended to be, nor shall it be construed as, a waiver of sovereign immunity or any other defense as to third parties available to Lessee. The Lessee shall, at its sole cost and expense, carry public liability and property damage insurance in an insurance company satisfactory to the Lessor with combined single limits of not less than \$1,000,000 bodily injury and property damage coverage. Said policy shall insure against all accidents and injuries to persons or property in or about the Leased Premises. The Lessor shall be named as an additional insured on said policies [without charge to Lessor] and proof of such coverage shall be provided to the Lessor.

### FIRE AND CASUALTY INSURANCE

8.2 Fire and Casualty Insurance. The Lessor shall and will maintain property insurance for the entire building.

### CONTENTS LOSS

8.3 Contents Insurance. It is acknowledged and agreed by Lessee that the risk of loss for all contents and property belonging to Lessee shall be on the Lessee and Lessee shall purchase and maintain and pay for all property insurance coverage required and/or desired by Lessee. Lessee further expressly waives any and all claims against Lessor for loss or damage due to fire, explosion, tornadoes, windstorm or rainstorm, or other casualty, calamity or act of God, regardless of the cause of such damage.

## ARTICLE IX

### TAXES

- 9.1 Taxes. Lessor shall pay, when due in order to obtain the maximum discount, all real property taxes and any and all other assessments for the Building.

## ARTICLE X

### DESTRUCTION OF LEASED PREMISES

- 10.1 Destruction. If, during the term of this Lease, the Leased Premises shall be damaged by fire or other cause, without the fault of the Lessee, its servants, employees, customers, agents, visitors or licensees, the damage shall be repaired by, and at the expense of, the Lessor; and the Lessor shall restore the Leased Premises to a condition suitable for use by the Lessee as an general care clinic within a period of sixty [60] days from the date of such damage. If the Lessor finds that it is unable to make such repairs within the sixty [60] day period, Lessor shall notify Lessee within 15 days, and both the Lessor and the Lessee shall have the right to terminate this Lease. Should the Lessee not be able to occupy and utilize the Leased Premises during said period of repair, then the monthly rentals and common area charges shall be abated until the Leased Premises are restored and occupied, with the Lessor to be compensated through a "rent loss" rider to the casualty insurance coverage (obtained by Lessor at its expense). In the event the repairs are not completed within said sixty [60] day period, Lessee shall have the right, upon prior written notice to Lessor, to immediately terminate this Lease without further obligation.

## ARTICLE XI

### CONDEMNATION

- 11.1 Condemnation. If the whole, or substantially the whole, of the Building or Leased Premises shall be taken by virtue of eminent domain, or for any public or quasi-public improvement, then the term of this Lease shall terminate on the date of the vesting of title in such condemnation proceedings. Any rent paid shall be pro-rated to the date of the taking by the condemning authority.
- 11.2 Partial Taking. In the event that less than the whole, or substantially the whole, of the Building or Leased Premises is condemned or taken as set for the in Section 10.1 above, then this Lease shall remain in force and in effect; provided, however, that if the taking shall so substantially interfere with the use of the Leased Premises as to render the continued operation thereof economically unfeasible as reasonable determined by Lessee, then Lessee [whether or not the Leased Premises may be affected] may, at its option, terminate this Lease and the term and estate hereby granted as of the date of the taking of possession for such use and purpose by notifying the Lessor in writing of such termination.

- 11.3 Rental Adjustment. Upon any such taking or condemnation and the continuing in force of this Lease as to any part of the Leased Premises, all rentals shall be diminished by any amount representing the part of the said rent properly allocable to the portion of the Leased Premises which may be so condemned or taken, and Lessor shall, at its expense, proceed with reasonable diligence to repair, alter and restore the remaining part of the Building and the Leased Premises to substantially its former condition, due allowances being made for the impact of such taking or condemnation.
- 11.4 Damages Awards. In such condemnation proceedings, Lessor shall be entitled to receive and retain entirely any award for damages for the land, Building and Leased Premises, and the Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. Notwithstanding the foregoing, Lessee shall be entitled to appear and claim, prove and receive such condemnation proceedings an award that represents the then value of installations made by Lessee in the Leased Premises and the value of Lessee's leasehold interest under this Lease, all at Lessee's expense.

### ARTICLE XIII

#### DEFAULT

- 13.1 Default. If any monthly Base Rent payment, Additional Rent payment, any payment due as a result of services provided by Lessor to Lessee pursuant to Articles V and VI, or any part thereof, shall remain unpaid for thirty [30] days after Lessor sends written notice thereof to Lessee, or if Lessee shall fail to keep and perform any of its agreements and obligations herein contained and such failure shall continue for 30 days after Lessor sends Lessee written notice thereof; or if a petition in bankruptcy be filed by the Lessee; or if Lessee shall make an assignment for the benefit of creditors; or if a receiver or trustee in bankruptcy of Lessee shall be appointed in any suit or proceeding brought by or against Lessee; or if the leasehold interest of Lessee shall be levied upon any execution; then, if any of said cases, Lessor may at once, at its option, terminate and cancel this Lease.
- 13.2 Upon termination of this Lease by Lessor for any of the aforesaid causes specified, or upon the expiration of this Lease by lapse of time, Lessee shall within ten (10) days remove all personal property belonging to Lessee from the Leased Premises, and vacate and surrender possession of the Leased Premises to Lessor.
- 13.3 If possession of the Leased Premises be not immediately surrendered, Lessor may, after first obtaining the appropriate "forcible detainer" judgment from the local court of competent jurisdiction, forthwith re-enter the Leased Premises and repossess itself thereof and remove any personal property therefrom.
- 13.4 The receipt of money by the Lessor from the Lessee after the Lessor has given notice to Lessee of its intention to terminate this Lease or after the termination thereof, shall not operate in any way to reinstate, continue or extend the term of this Lease, or affect any notice given prior thereof, it being agreed that after service of notice or the commencement of a suit, or after final judgment for possession of said Leased Premises, Lessor may recover and collect any rent due, and the payment of said rent shall not waive or affect said notice, suite or judgment.

- 13.5 If Lessee neglects or refuses to remove all personal property belonging to Lessee from the Leased Premises immediately upon the termination or expiration of this Lease, Lessor may, at its option, remove same or any part thereof and store such property so removed without liability to Lessor for the loss thereof; Lessee will pay Lessor for any and all expenses incurred in removing and storing said effects; or Lessor may, at its option and without notice to Lessee, sell said effects or any of them for such price as Lessor deems best, and apply the proceeds of such sale to the payment of any amounts due Lessor from Lessee under this Lease, including the cost of removing, storing or selling said effects.
- 13.6 Lessee shall pay to Lessor, as liquidated damages and not as a penalty, for all the time Lessee shall retain possession of the Leased Premises after the expiration or termination of this Lease, by lapse of time or otherwise, a sum equal to double the amount of rent that would be due for such a period at the rate specified herein; but this provision shall not operate as a waiver by Lessor of any right of re-entry hereinbefore provided.
- 13.7 In the event of any act or omission by Lessor which would give Lessee the right to terminate this Lease or to claim a partial or total breach, Lessee will not exercise any right until: [a] it has given written notice of such act (30 days) or omission to the holder of any first mortgage, whose name and address must have been submitted in writing to Lessee, affecting the Building, and [b] a reasonable period for remedying such act or omission shall have elapsed following such giving of notice; provided any such holder, with reasonable diligence shall, following the receipt of such notice, have failed to commence and continue to remedy such act or omission, or cause the same to be remedied to commence and continue to remedy such act or omission, or to cause the same to be remedied.

#### ARTICLE XIV

#### CANCELLATION

- 14.1 Cancellation and Surrender of the Leased Premises. The Lessor may cancel, under the default provisions, this Lease upon the happening of any of the following after the Lessor gives Lessee written notice of the existence of any of the alleged events of default and the expiration of a 30 day period in which the Lessee has the right to cure said default: [a] the Lessee, guarantors, or any of them, or any sublessee(s) hereunder, being adjudged a bankrupt, either voluntarily or involuntarily; [b] whenever the Lessee, guarantors, or any of them shall become insolvent, or execute an assignment for the benefit of their creditors; [c] when the Leased Premises are used in a manner in violation of Federal or State statutes, administrative rulings, regulations, local and health ordinances, urban county government ordinances and regulations; [d] whenever the Leased Premises shall be, or through its use, become a nuisance, either public or private; [e] whenever any installment of rent is due and payable for a period of ten [10] days from the date upon which it is due; [f] whenever the Leased Premises are actually effectively or constructively vacated; or [g] whenever the Lessee [or its managing representative] shall arbitrarily fail to perform any of the positive covenants contained herein.



In the event that the Lessor elects to cancel this Lease for the reasons aforesaid, the Lessee agrees that it will surrender and deliver up the Leased Premises upon ten [10] days written notice from the Lessor of the existence of any of the aforesaid facts.

#### ARTICLE XV

##### ASSIGNMENT AND SUBLETTING

15.1 Assignment and Subletting. The Lessee shall not have the right to assign this Lease or Sub-lease the Leased Premises in whole or in part without first obtaining the written consent of the Lessor, which consent shall not be arbitrarily withheld.

#### ARTICLE XVI

##### AIR RIGHTS

16.1 Air Rights. This Lease does not grant any rights to light, view and air over property.

#### ARTICLE XVII

##### REMEDIES

17.1 Cumulative Remedies of Lessor. The specified remedies to which the Lessor may resort under the terms hereof are cumulative and are not intended to be exclusive of any other remedy or means of redress to which the Lessor may be lawfully entitled in case of any breach by the Lessee of any provision or provisions of this Lease.

#### ARTICLE XVIII

##### RE-ENTRY

18.1 Lessor's Right to Enter upon Leased Premises. The Lessor and/or its agents shall have the right to enter upon and into the Leased Premises, or any part thereof, at any and all reasonable times after 24 hour notice to Lessee (except in cases of emergencies, when no such notice shall be required), for the purpose of examining same or making repairs to this or any other portion of the Building. The Lessee also agrees to permit the Lessor and/or its agents to show the Leased Premises for the purposes of selling same, and to permit them to place notices of signs on the Leased Premises offering the Leased Premises for sale. Lessor shall also have the right to place notices or signs on the Leased Premises offering the Leased Premises for rent within the last ninety [90] days of the end of the term.

#### ARTICLE XIX

##### NOTICES

19.1 Notices. All notices required herein shall be by Certified Mail, Registered Mail or a nationally recognized overnight courier service, to the addresses shown at the beginning

of this Lease, except that the address of Lessee if different from the address of the Leased Premises, shall be changed to be the address of the Leased Premises after Lessee has taken possession thereof. Any notification of the change of addresses shall be made in the same manner as sending notices herein.

#### ARTICLE XX

##### VACATING LEASED PREMISES

- 20.1 Vacation of Leased Premises. At the expiration of the term specified in this Lease, or any extension thereof if extended pursuant to the terms of this Lease, the Lessee shall vacate the Leased Premises and surrender the same to Lessor without further notice or demand from Lessor and the Leased Premises shall be in good order and condition, reasonable wear and tear, damage from the elements, fire or act of God, excepted. Lessee shall be responsible for any damages, extra charges, cleaning or repairs made to the Leased Premises as a result of the removal of furnishings and fixtures, the remnants, trash or abandoned property of Lessee or any other extra item of expense to Lessor in restoring the Leased Premises as a result of the business fixtures or activities of the Lessee.

#### ARTICLE XXI

##### BINDING AGREEMENT

- 21.1 Covenants Binding on Heirs, Successors and Assigns. All of the covenants, agreements, terms, conditions, provisions and undertakings in the Lease, or any amendments hereto, shall inure to the benefit of, be enforceable by, and be binding upon, the respective heirs, executors, administrators, successors and assigns of the Lessee and the Lessor.

#### ARTICLE XXII

##### SUBORDINATION

- 22.1 Subordination. This Lease, and all rights of Lessee hereunder, are subject and subordinate to any mortgage or mortgages, blanket or otherwise, which do now or may hereafter affect the real property of which the Leased Premises form a part, and to any and all renewals, modifications, consolidations, replacements and extensions thereof, provided, however, the Lessee shall have been given a written agreement by any such mortgage holder that the Lessee may remain in peaceful possession of the Leased Premises upon the Lessees complying with the terms and conditions of the Lease. It is the intention of the parties that this provision be self-operative, and that no further instrument shall be required to effect such subordination of this Lease. Lessee shall however, within ten [10] days of demand, at any time or times, execute, acknowledge and deliver to Lessor, without expense to the Lessor, any and all instruments that may be necessary or proper to subordinate this Lease, and all rights of Lessee hereunto to any such mortgage or mortgages, or to confirm or evidence said subordination. Should Lessee arbitrarily refuse to execute the required documents hereunder, or those required under Article XXIV hereinafter, upon demand by Lessor, then in addition to the Lessee being responsible for any other damages incurred as

a result thereof [including interest], the Lessee's refusal shall constitute a default under Articles XIV and XV herein.

- 22.2 Right to Cure Default. Lessee is hereby given the right to make payment of any default under such mortgage on the Leased Premises, and to receive reimbursement for such payment by reduction and credit from and against rentals becoming due hereunder.

#### ARTICLE XXIII

##### ESTOPPEL CERTIFICATE

- 23.1 Estoppel Certificate by Lessee. The Lessee agrees, at any time and from time to time upon not less than twenty-five [25] days prior written request by the Lessor, to execute, acknowledge and deliver to the Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect [or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications], and the dates through which the Base Rent and other charges due hereunder have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article XXIV may be relied upon by any prospective purchaser of the fee interest of the real estate upon which the Leased Premises are situated or any mortgagee or assignee of any mortgage upon such fee interest.

#### ARTICLE XXIV

##### APPLICABLE LAW

- 24.1 Applicable Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

#### ARTICLE XXV

##### ENTIRE UNDERSTANDING

- 25.1 Entire Understanding. This Lease and the exhibits attached hereto contain the entire understanding and agreement of the parties hereto, and no other understanding, undertaking, agreement, representation or warranty shall alter or modify this Lease or the terms hereof unless the same is in writing and duly executed by the parties hereto.

#### ARTICLE XXVI

##### MISCELLANEOUS

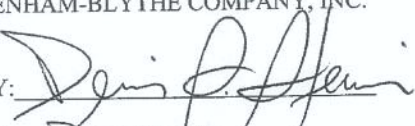
- 26.1 Authorization. If Lessee executes this Lease as a corporation, Lessee does hereby covenant and warrant that the Lessee is a duly organized and existing corporation in good standing in the Commonwealth of Kentucky; the Lessee has and is qualified to do business in Kentucky; that the corporation has full right and authority to enter into this Lease; that such person(s) signing on behalf of the corporation are authorized to execute and deliver this Lease on behalf of the corporation, in accordance with a duly adopted resolution of the

board of directors of the corporation or in accordance with the bylaws of the corporation; and that this Lease is binding upon the corporation in accordance with its terms. If Lessee signs this Lease as a partnership (general or limited), each of the person(s) executing this Lease on behalf of Lessee does hereby covenant and warrant that Lessee is duly formed and validly existing under the laws of the state in which it was formed, that Lessee has and is qualified to do business in Kentucky, that the partnership has full right and authority to enter into this Lease and that such person(s) signing on behalf of the partnership are authorized to execute and deliver this Lease on behalf of the partnership and that this Lease is binding upon the partnership in accordance with its term.

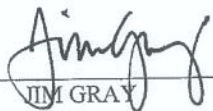
- 26.2 Waiver. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition hereof.
- 26.3 Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction; and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided.
- 26.4 Amendment. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.
- 26.5 No Partnership. Lessor does not in any way for any purpose become a partner of Lessee in the conduct of its business or otherwise, or a joint venturer, or a member of a joint enterprise with Lessee.
- 26.6 Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and such term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- 26.7 Janitorial Services. Lessee agrees to provide and pay for all costs involved in cleaning the Leased Premises.

IN WITNESS WHEREOF, the Lessor and Lessee have duly executed this Lease as of the day and year first above written.

LESSOR: DENHAM-BLYTHE COMPANY, INC.

BY:   
ITS: PRESIDENT

LESSEE: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY:   
ITS: MAYOR