

# **SHOPPING CENTER LEASE AGREEMENT**

**EASTLAND SHOPPING CENTER**

**1301 WINCHESTER ROAD, SPACE #1**

**LEXINGTON, KENTUCKY**

**LANDLORD: EASTLAND LEGACY CENTER, LLC**

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**TENANT: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

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# LEASE

## ARTICLE I. BASIC LEASE PROVISIONS AND ENUMERATION OF EXHIBITS

### SECTION 1.1 BASIC LEASE PROVISIONS

<b>A. DATE</b> (for reference purposes only):	November 15, 2016
<b>B. LANDLORD:</b>	Eastland Legacy Center, LLC a Delaware limited liability company
LANDLORD'S NOTICE ADDRESS:	c/o BC Wood Properties 321 Henry Street, Lexington, Kentucky 40508
LANDLORD'S ADDRESS FOR RENT PAYMENTS:	Eastland Legacy Center, LLC 7945 Solution Center, Chicago, IL 60677-7009
<b>C. TENANT:</b>	Lexington-Fayette Urban County Government
<b>D. TENANT'S TRADE NAME:</b>	Central Sector Police Roll Call and Special Operations Center
<b>E. NOTICE ADDRESS OF TENANT:</b>	Lexington-Fayette Urban County Government Attn: Chief of Police 150 East Main Street Lexington, KY 40507
TENANT CONTACT NAME:	Chief Mark Barnard
PHONE NUMBER:	(859) 258-3600
EMAIL:	mbarnard@lexingtonpolice.ky.gov
<b>F. POSSESSION DATE:</b>	Upon completion of Landlord's Work (See <b>Exhibit B</b> )
<b>G. LEASE COMMENCEMENT DATE:</b>	Upon completion of Landlord's Work (See <b>Exhibit B</b> )
<b>H. BASE LEASE TERM:</b>	20 years (See <b>Section 3.1</b> )
<b>I. FIXED BASE RENT COMMENCEMENT DATE:</b>	Upon Lease Commencement (See <b>Exhibit E</b> )
<b>J. FIXED BASE RENT PER MONTH (YEARS 1 – 10):</b>	\$14,178.33
<b>K. RETROFIT CONTRIBUTION PER MONTH:</b>	\$1,678.06 (see <b>Exhibit B</b> )
<b>L. MONTHLY ADDITIONAL RENT (ESTIMATED)</b>	
• COMMON AREA MAINTENANCE (Section 4.5):	\$1,573.80
• REAL ESTATE TAX (Section 4.6):	\$538.78
• INSURANCE (Section 4.7):	<u>\$184.32</u>
TOTAL:	\$2,296.90

**M. FIXED BASE RENT INCREASE:**

FIXED BASE RENT INCREASE (years 11 thru 15):

A one-time rent increase shall be made for years 11 through 15 of this agreement. The Base Rent shall be increased based upon the increase in CPI over Base Index, or by a flat 10% rate (whichever is lower).

FIXED BASE RENT INCREASE (years 16 thru 20):

A one-time rent increase shall be made for years 16 through 20 of this agreement. The Base Rent shall be increased based upon the increase in CPI over Base Index, or by a flat 10% rate (whichever is lower).

**N. NON-RENEWAL OPTION:**

Should at any time during the term of the agreement the Tenant elect to terminate this lease, Landlord shall be compensated for the balance owed for Tenant's portion of retrofit as amortized over the term of the agreement.

**O. ADVANCE PAYMENT:**

None

**P. GUARANTOR:**

None

**Q. USE:**

For the operation of the Central Sector Police Roll Call and Special Operations Center of the Lexington-Fayette Urban County Government and for no other purpose without Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed.

**R. HOURS OF OPERATION:**

Intentionally omitted.

**S. LEASED PREMISES:**

Upper and lower spaces consisting of approximately **17,014** square feet as shown on **Exhibit A** and located in Lexington, Kentucky.

**T. LATE FEES:**

1.5% of the monthly Fixed Base Rent on any rent received after the 10th of each month

**U. INSUFFICIENT FUNDS FEE:**

\$35.00 handling fee. Landlord may request all future payments to be made with certified funds or a cashier's check.

**V. TENANT ADDITIONAL RIGHTS:**

OPTIONS TO RENEW:

Two options of five years each (Section 3.2) whereas each renewal period shall receive a base rent increase based on the increase in CPI over the Base Index of the prior renewal period, or by a flat 10% rate (whichever is lower).

TERMINATION RIGHT:

Tenant may terminate Lease after the Base Lease Term upon giving Landlord a 90 day prior written notice.

In the event the Lexington Urban County Council does not appropriate funds for the continuation of this Lease for any fiscal year and there are no funds to continue payment from other appropriations, this Lease shall be terminated. In the event of such termination, the Tenant shall not be obligated to pay any amounts due for rent, utilities, or maintenance beyond the end of the current funded fiscal year. Such termination shall not constitute a default under this Lease.



Tenant shall notify the Landlord without delay 90 days prior to the end of the Tenant's fiscal year when this option shall be exercised.

DESIGNATED PARKING:

Tenant shall have 40 designated parking spaces in addition to access to overflow parking of 40 more spaces which are not designated as exclusive to Tenant.

## **SECTION 1.2 SIGNIFICANCE OF BASIC LEASE PROVISIONS**

Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.1 of this article shall be deemed and construed to incorporate all of the terms provided under each such basic lease provision.

## **SECTION 1.3 ENUMERATION OF EXHIBITS**

The exhibits enumerated in this section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

Exhibit A	Site Plan
Exhibit B	Landlord's Work (including retrofit specifications and amortization of Tenant pro-rata share of expenses)
Exhibit C	Sign Criteria and Pylon Sign
Exhibit D	Rules and Regulations
Exhibit E	Lease Dates Agreement

## **ARTICLE II. SHOPPING CENTER AND LEASED PREMISES**

### **SECTION 2.1 SHOPPING CENTER**

Landlord is the owner of a parcel of real estate located in Lexington, Kentucky commonly known as Eastland Shopping Center (the "Center"). It is agreed that the site plan of the Center on **Exhibit A** does not constitute a representation, covenant or warranty of any kind by Landlord and is subject to change without notice. The site plan does not grant any easement rights to Tenant and does not obligate Landlord to construct any buildings shown on **Exhibit A** other than the building in which the Premises are located. Landlord reserves the right to sell any portion or portions of the Center (such as outparcels), such portion(s) thereafter shall not be included in the Center. Landlord reserves the right to make changes or revisions in the site plan reflected in **Exhibit A** or any other site plan, to change or modify and add to or subtract from the size and dimension of the Center or any part thereof, the number, location and dimensions of buildings and stores, any designated parking spaces, the number of floors in any building, the location, size and number of tenant spaces and kiosks, the identity, type and location of other stores and tenants and the size, shape, location and arrangement of common areas, and to design and decorate any portion of the Center as Landlord desires. Landlord's exercise of its rights under this Section 2.1 shall not unreasonably impair the visibility of or access to the Premises or the Tenant designated parking spaces. This Lease and the provisions contained herein define all rights of Tenant in and to the Center.

### **SECTION 2.2 COMMON AREAS**

Tenant shall have the non-exclusive use of the common facilities designated from time to time by Landlord, subject to the Rules and Regulations attached as **Exhibit D**, including the following facilities: the parking areas, sidewalks and driveways. Landlord may at any time temporarily close any common facilities to make repairs or changes therein or to effect construction, repairs or changes within the Center, to prevent the acquisition of public rights in such facilities and to discourage non-customer parking; and may do such other acts in and to the common facilities as in Landlord's judgment may be desirable to improve the convenience thereof.

### **SECTION 2.3 ROOF AND WALLS**

Landlord shall have the exclusive right to use all or any part of the roof, side and rear walls of the Premises for any purpose, including, but not limited to, erecting signs or other structures on or over all or any part of the same, erecting scaffolds and other aids to the construction and installation of the same, and installing, maintaining, using, repairing and replacing pipes, ducts, conduits and wires leading through, to or from the Premises and serving other parts of the Center in locations which do not materially interfere with Tenant's use of the Premises. Tenant shall have no right whatsoever in the exterior walls or



roof of the Premises except as otherwise provided herein, however Tenant shall have the right to install utilities necessary to conduct business such as fiber-optic cable, Wi-Fi and the like.

#### **SECTION 2.4 LEASED PREMISES**

Landlord hereby leases and demises to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the store premises sometimes herein referred to as the "Premises" as more particularly described in Section 1.1S. Said Premises shall extend from the exterior faces of all exterior walls and the center line of those walls separating the Premises from adjacent premises in the Center.

#### **SECTION 2.5 READY FOR OCCUPANCY**

Outline specifications describing the improvements to be provided and installed by Landlord at its expense and the improvements to be provided and installed by Landlord and/or Tenant at Tenant's expense have been agreed to by Landlord and Tenant and are attached hereto as part of and shown on **Exhibit B**. The term "ready for occupancy" as used herein shall mean the first day on which Landlord shall have substantially completed all the work to be performed by Landlord in accordance with **Exhibit B**, including any of Tenant's work which is to be performed by Landlord at Tenant's expense pursuant to **Exhibit B**.

Notwithstanding anything to the contrary contained herein and except as set forth in **Exhibit B**, Tenant acknowledges and agrees to accept delivery of possession of the Premises in the present "AS IS" condition, without any representation or warranty as to said condition, it being understood that Landlord has no obligation to perform any work or repairs in connection with the preparation of the Premises for Tenant's occupancy except for the substantial completion of the work set forth in **Exhibit B** which shall be performed in a manner deemed satisfactory to Landlord and Tenant and in accordance with applicable governmental rules and regulations or ordinances.

#### **SECTION 2.6 ACCESS**

Landlord has the right to enter the Premises periodically and shall have access to the Premises at reasonable hours for inspection or in connection with the improvement or repair of and the providing of utilities and other services to the Premises or to other buildings or common areas in the Center.

### **ARTICLE III. TERM**

#### **SECTION 3.1 BASE LEASE TERM**

The Base Lease Term shall be for the period set forth in Section 1.1 H. of this Lease and the Base Lease Term shall begin on the Lease Commencement Date specified in Section 1.1G of this Lease, unless such date is postponed or the Lease terminated earlier, as provided elsewhere herein, and shall end on the last day of the month 20 years after the Lease Commencement Date. When the Lease Commencement Date has been established, Landlord and Tenant shall execute, acknowledge and deliver a written statement specifying the Lease Commencement Date and termination of the Base Lease Term in the form of **Exhibit E** attached hereto. In the event of Landlord's inability to deliver possession of the Premises upon the Lease Commencement Date, Landlord shall not be liable for any damage caused thereby nor shall this Lease become void or voidable, but the Base Lease Term shall be extended by the same number of days as the period of delay and, in such event, Tenant shall not be liable for any rent until such time as Landlord delivers possession. If Landlord permits Tenant to enter into possession of the Premises prior to the Lease Commencement Date, all of the terms and conditions of this Lease shall apply to space occupied. Time is of the essence and Landlord shall retrofit and make ready the spaces (upper or lower level) as reasonably determined by Tenant. The upper level space contains approximately 9,486 square feet and the lower level space contains approximately 7,528 square feet.

#### **SECTION 3.2 OPTION TO RENEW**

Subject to the conditions hereinafter set forth, provided Tenant is not in default hereunder, beyond any applicable notice and opportunity to cure period, Tenant is hereby granted the option to renew the Term of this Lease (the "Renewal Option") for two periods of five additional years each (the "Renewal Terms"), to commence at the expiration of the then current Term of this Lease. Tenant shall exercise the Renewal Option by delivering written notice of such election to Landlord at least ninety (90) days prior to the expiration of the then current Term of this Lease, or current renewal term, of this Lease. The renewal of this Lease shall be upon the same terms and conditions as this Lease, except: (a) the Monthly Base Rent during



the Renewal Term shall be as shown in Section 1.1V, and (b) Tenant shall not have the right to assign the Renewal Options to any sublessee of the Leased Premises or assignee of the Lease, nor may any such sublessee or assignee exercise or enjoy the benefit of such Renewal Options.

### **SECTION 3.3 OBLIGATIONS OF TENANT BEFORE LEASE TERM BEGINS**

Prior to the Possession Date, Tenant shall deliver to Landlord evidence of coverage (stated in Article VII). Prior to the Lease Commencement Date, and after first obtaining the prior written consent of Landlord, Tenant shall be permitted to install its leasehold improvements, fixtures and other equipment required by Tenant to conduct its business. Tenant shall observe and perform all of its obligations under this Lease, from the Possession Date (Section 1.1F) until the Lease Commencement Date (Section 1.1G), in the same manner as though the Lease Term began on the Possession Date, including but not limited to payment of Additional Rent as stated in Section 1.1L, but excluding Fixed Base Rent. Landlord shall have no liability whatsoever for loss or damage to Tenant's leasehold improvements, fixtures, equipment or other property of Tenant or Tenant's contractors.

Tenant shall furnish Landlord with such evidence as Landlord reasonably requires to evidence the binding effect on Tenant of the execution and delivery of this Lease. Furthermore, the persons executing this Lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is authorized to do business in the State where the Center is located and that the person executing this Lease on behalf of Tenant is an officer or duly authorized representative of such Tenant, and is duly authorized to sign and execute this Lease. If Tenant is a corporation, the persons executing this Lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is duly incorporated or duly qualified (if foreign) corporation.

### **SECTION 3.4 HOLDOVER TENANCY**

If, without the execution of a new lease or written extension and with the consent of Landlord, Tenant shall holdover after the expiration of the Lease Term (Base Lease Term or Option Renewal Periods) of this Lease, Tenant shall be deemed to be occupying the Premises as a tenant from month to month, which tenancy may be terminated by either Landlord or Tenant upon 30 days prior written notice to the other. During such tenancy, Tenant agrees to pay to Landlord one hundred fifty percent (150%) of the monthly installment of Fixed Base Rent (Section 4.1) which was payable in the month immediately preceding the month in which the expiration or termination occurs, and to be otherwise bound by all of the other terms, covenants and conditions as herein specified. If Tenant fails to surrender the Premises upon the termination of this Lease, in addition to any other liabilities to Landlord arising therefrom, Tenant shall indemnify and hold Landlord harmless from loss or liability resulting from such failure, including any claims made by any succeeding tenant founded on such failure.

## **ARTICLE IV. RENT, ADDITIONAL RENT, AND OTHER TENANT CONTRIBUTIONS**

### **SECTION 4.1 FIXED BASE RENT**

Tenant shall pay to Landlord without notice or demand and without any setoff, counterclaim or deduction whatsoever, and shall not be withheld for any reason, at Landlord's rent address set forth in Section 1.1B of this Lease, a fixed amount of Base Rent, a fixed amount of Retrofit Contribution, and an amount of Monthly Additional Rent based upon certain expenses related to the Premises and the Center the following:

Fixed Base Rent as specified in Section 1.1J of this Lease shall be paid in advance in equal successive monthly installments on the first day of each calendar month during the Lease Term, including any extension thereof, commencing on the Fixed Base Rent Commencement Date. Rent for partial months shall be prorated. The first monthly payment of minimum rent shall include any prorated rental for the period from the Fixed Base Rent Commencement Date to the first day of the first full calendar month in the Lease Term. If Tenant shall fail to pay the foregoing minimum rental to Landlord on or before the 10<sup>th</sup> day of the month in which it is due, Landlord may, in addition to all other rights and remedies which Landlord may have, assess a late charge as specified in Section 1.1T, and an additional late charge in the same amount each month thereafter until all sums are paid in full.

### **SECTION 4.2 DEFINITION OF GROSS SALES, SALES REPORTING**

Intentionally omitted.



#### **SECTION 4.3 PAYMENT OF PERCENTAGE RENT**

Intentionally omitted.

#### **SECTION 4.4 TENANT'S PRO RATA SHARE**

Unless otherwise defined herein, the term Tenant's pro rata share shall mean the percentage that the total number of square feet of the floor area in the Premises bears to the total number of square feet of leasable floor area in the Center. Outparcels shall be considered a part of the Center for purposes of determining pro rata share, only if, and to the extent, Landlord included the Operating Expenses of one or more of such outparcels in the Operating Expenses for which Tenant is responsible hereunder. Landlord specifically reserves the right to handle each of the outparcels in any manner it desires for purposes of Common Area Maintenance Charge so long as Tenant is not obligated to pay more than its pro rata share for any type or category of expense based upon the part of the Center and/or number of outparcels for which any such Operating Expense may be incurred or to which it may be related. The fact that one or more outparcels may have reciprocal access or easement rights over the balance of the Center shall not, standing alone, cause such outparcel to be included in the total number of square feet of leasable space in the Center for purposes of determining pro rata share.

#### **SECTION 4.5 COMMON AREA MAINTENANCE AND OPERATING EXPENSES**

Tenant shall pay, as Additional Rent, Tenant's pro rata share of all Operating Expenses incurred by Landlord with respect to the Center. The term "Operating Expenses" shall mean all expenses, costs and disbursements (but not replacement of capital investment items) of every kind and nature which Landlord shall pay or become obligated to pay because of, or in connection with, the ownership, operation and maintenance of the Center, including, but not limited to, the following:

All parking area maintenance. The term "parking area maintenance" shall mean all expenses incurred by Landlord in connection with the maintenance of the parking and roadway facilities located in the Center, including gardening, landscaping, non-capitalized repairs, insurance, line painting, lighting, and removal of snow, trash, rubbish and refuse from parking and roadway areas, and all such expenses and costs incurred by Landlord in connection with any out parcels concerning or adjacent to the Center. Provided, however, expenses of Landlord in connection with any "out parcel" concerning or adjacent to the Center shall be included in Operating Expenses only if the building erected thereon are included with the total number of square feet in the Center for purposes of determining Tenant's pro rata share. The term "parking and roadway facilities" shall mean all parking and roadway areas, spaces, equipment and special services provided by Landlord for the common or joint use and benefit of the occupants of the Center, their employees, agents, servants, customers and other invitees, including, without limitation, parking areas, access roads, driveways, retaining walls, landscaped areas, sidewalks, and such other like services customarily provided for such common or joint parking and roadway areas.

All maintenance (including that required by Section 6.1 of this Lease), repair security services, cleaning, snow and ice removal, planting, replanting, landscaping, repair of signs, roof repairs, painting of exterior walls and store fronts, water and sewage charges, worker's compensation insurance, wages, unemployment taxes, social security taxes, employee benefits, property management fees, personal property taxes, fees for required licenses and permits, supplies, reasonable depreciation of equipment, property management costs, and an administrative cost equal to 15% of the total costs paid or incurred by Landlord under this Section 4.5; but for the purpose of this calculation there shall be excluded depreciation of the original cost of constructing, erecting and installing the common areas, common facilities and related services. The charges and expenses referred to in the foregoing paragraphs of this Section 4.5 constitute the Common Area Maintenance Charge as set forth in Section 1.1L above.

#### **SECTION 4.6 REAL ESTATE TAX EXPENSE**

Taxes applicable to the Center for each tax year during the Lease Term. "Taxes" shall mean and include the amount paid by Landlord for all taxes and assessments upon the Center and its appurtenances and upon the real property upon which the same are constructed, but shall not include income, occupational or similar taxes based upon Landlord's income or profits. If at any time a tax or excise on rents, or other tax, however described, is levied or assessed against Landlord on account of the rent reserved hereunder, the same shall be included within the term Taxes for the purposes hereof. If at any time Landlord submits a real estate tax protest that results in reduced real estate tax costs, the cost of such protest shall also be included within the Term Taxes for the purposes hereof. The Taxes referred to in this paragraph constitute the Taxes as set forth in Section 1.1L above.



#### **SECTION 4.7      PROPERTY INSURANCE EXPENSE**

Premiums for fire and extended coverage, liability insurance and business interruption insurance, all in such amounts as Landlord or Landlord's lender deems necessary. Tenant acknowledges that such insurance shall be solely for the benefit of Landlord and Landlord's mortgagee(s), and Tenant waives and releases any and all rights to any proceeds payable by reason of such insurance. The insurance referred to in this paragraph constitutes the Insurance as set forth in Section 1.1L above.

#### **SECTION 4.8      UTILITY EXPENSES**

Tenant shall contract in its own name and shall be solely responsible for and shall promptly pay all charges for telephone service and for electricity, gas and all other utilities used upon or furnished to the Premises which are metered by a separate meter for the Premises. In regard to those utilities and services furnished to the Premises by Landlord for which there is a common meter, Tenant shall pay to Landlord Tenant's pro rata share which shall be computed on the basis that the total number of square feet of the floor area in the Premises bears to the total number of square feet of leasable floor area of all other tenants in the Center whose utility or utilities are metered through Landlord's common meter; provided, however, that if Tenant's usage of such utilities and/or services exceeds, in Landlord's opinion, the normal usage of other tenants in the Center whose utility or utilities are metered through Landlord's common meter, Tenant shall pay the full cost of the excess usage of such utilities and/or services. In no event shall Landlord be liable in damages or otherwise for any interruption or failure in the supply of such utilities, or if either the quantity or character of such utilities supplied is changed or is no longer available or suitable for Tenant's requirements. Landlord, at any time at Landlord's option and upon not less than 180 days prior written notice to Tenant, may discontinue the furnishing of such utilities, and in such case, Tenant shall contract for the supply of such service with the public utility company supplying the same and Landlord shall permit its equipment, to the extent available (other than high voltage transformers and meters), suitable and safely capable therefor, to be used for the purpose of supplying such services.

#### **SECTION 4.9      TAXES - OTHER EXPENSES**

Tenant shall pay before delinquency any and all taxes and assessments, and license, sales, business, occupation or other taxes, fees or charges levied assessed or imposed upon its business operations in the Premises. Tenant shall pay before delinquency any and all taxes and assessments levied, assessed or imposed upon its trade fixtures, leasehold improvements, merchandise and other personal property in, on or upon the Premises. In the event any taxes, fees or charges referred to in this Section 4.9 shall be assessed, levied or imposed upon or with the business or property of the Landlord, such assessment, fees or charges shall be paid by Tenant to Landlord promptly upon Landlord's request for such payment.

#### **SECTION 4.10      FIT-UP**

Landlord shall be responsible for fit-up of both the upper level area (approximately 9,486 square feet) and lower level area (approximately 7,528 square feet) as specified in **Exhibit B** and shall obtain all permits, licenses, certificates or other authorizations required in connection with the work. Completed fit-up shall meet Tenant's acceptance and address all needs required to facilitate operation of a police roll call center. Tenant shall not take possession of either space, nor shall rent be paid, until fit-up has been completed by Landlord and the space is ready for occupancy. Once accepted and possession has been taken, Tenant shall commence rental payments for the associated space occupied.

#### **SECTION 4.11      PAYMENT OF ADDITIONAL RENT**

For each rental year the Additional Rent provided for in this Section 4.11 shall be paid in advance by Tenant in monthly installments on the first day of each calendar month, in an initial amount estimated by Landlord as set forth in Section 1.1L of this lease. Subsequent to the end of each rental year or partial rental year, Landlord shall furnish Tenant with a statement of the actual amount of Tenant's proportionate share of such costs and expenses for such period. If the total amount paid by Tenant under this Section 4.11 for any calendar year shall be less than the actual amount due from Tenant for such year as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within 30 days after the furnishing of each such statement. If this deficiency is not paid within 60 days after the furnishing of each such statement, interest on such amount shall accrue at one and one-half percent (1.5%) per month on any outstanding balance. If the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against the next installment due from Tenant to Landlord under this Article IV. Tenant may request supporting documentation of such charges at any time; provided, however, such audit period shall only apply to the preceding rental



year or partial rental year. Tenant may not request supporting documentation and no adjustments will be made to Tenant's account for any time period other than the immediately preceding rental year or partial year as those time periods are deemed closed and finalized.

#### **SECTION 4.12 SECURITY DEPOSIT**

Tenant has paid to Landlord, upon execution of this Lease, the Security Deposit as set forth in Section 1.1O of this Lease as security for the performance of Tenant's obligations hereunder, including the payment of all rentals. In the event of a default by Tenant, Landlord, at its option, may apply such part of the deposit as may be necessary to cure the default, and if Landlord does so, Tenant shall, upon demand, redeposit with Landlord an amount equal to that so applied so that Landlord will have the full security deposit on hand at all times during the term of this Lease. Upon termination of this Lease, provided Tenant is not in default hereunder, Landlord shall refund to Tenant any then remaining balance of the deposit, without interest. In the event of a sale or leasing of the land and building of which the Premises form a part, Landlord shall have the right to transfer the deposit to the vendee or lessee and Landlord shall thereupon be released by Tenant from all liability for the return of the deposit; and Tenant agrees to look to the new landlord solely for the return of the deposit; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the deposit to a new landlord. Tenant hereby waives any obligation on the part of Landlord to keep the Security Deposit in a segregated account and agrees that said deposit may be commingled with other such deposits in the same account.

### **ARTICLE V. USE; OCCUPANCY; GO DARK CLAUSE; RADIUS RESTRICTION**

#### **SECTION 5.1 USE**

The Premises are to be used solely for the purposes set forth in Section 1.1Q of this Lease and for no other business or purpose without the prior written consent of Landlord. Tenant shall not do or permit to be done in or about the Premises anything which is illegal or unlawful; or which is of a hazardous or dangerous nature, or which is noxious or offensive to other tenants in the Center or to Landlord, or which will increase the rates of insurance carried by Landlord. Should Tenant fail to abide by the Permitted Use Clause as set forth in Section 1.1Q or this Section 5.1, Landlord shall have the right to terminate this Lease and shall have all remedies set forth in Article XI.

Tenant shall obtain all permits, licenses, certificates or other authorizations and any renewals, extensions or continuances of the same required in connection with the lawful and proper use of the premises and shall pay when due all taxes upon its merchandise, stock fixtures, and equipment and leasehold improvements in the Premises. Neither a failure on the part of Tenant to procure such permits, licenses, certificates or other authorizations, nor the revocation of the same, shall in any way affect the liability of Tenant for payment of rent herein reserved or the performance or observance of any of the covenants or conditions herein contained on Tenant's part to be performed and observed.

Tenant shall (and shall cause its employees to) observe the Rules and Regulations attached as **Exhibit D** or such other rules and regulations applicable to the Center, as the same may be imposed by Landlord from time to time, and Tenant shall comply with all governmental laws and ordinances and all regulations applicable to the use and occupancy of the Center. Without limiting the generality of the foregoing, Tenant shall not conduct any sidewalk sales, liquidation or going out of business sales, or discount or fire sales, nor display anything outside of the Premises nor operate any loud speakers without the specific written consent of Landlord.

#### **SECTION 5.2 EXCLUSIVE USE RESTRICTION**

Intentionally omitted.

#### **SECTION 5.3 CONTINUED OCCUPANCY**

Tenant acknowledges that its continued occupancy of the Premises and the regular conduct of its business for the Permitted Use are of the utmost importance to Landlord in avoiding the appearance and impression generally created by vacant space in commercial buildings, in facilitating the leasing of vacant space in the Center, in the renewal of other leases in the Center, and in maintaining the character and quality of the Center and of the tenants in the Center, and that Landlord will suffer substantial damage if the Premises are left vacant or are vacated by Tenant during the term of this Lease even in the event Tenant continues to pay rent as required hereunder. Tenant therefore covenants that it will occupy and utilize the entire Premises in the active conduct of its business for the Permitted Use during the whole of the Lease Term hereof and will



conduct such business in a reputable, diligent and energetic manner, and maintain a full stock of inventory and a full staff of employees.

#### **SECTION 5.4 GO DARK**

If at any time during the Lease Term Tenant abandons the Premises or ceases to use the Premises for the Permitted Use, then Landlord may cancel this Lease and Landlord shall have available to it all the remedies against Tenant that are stated in Article XI of this Lease.

#### **SECTION 5.5 RADIUS RESTRICTION**

Intentionally omitted.

### **ARTICLE VI. MAINTENANCE, REPAIRS, AND ALTERATIONS**

#### **SECTION 6.1 LANDLORD MAINTENANCE AND REPAIRS**

Landlord shall keep, or cause to be kept, in good repair the foundations, the roof and the structural soundness of the floors, and the exterior walls (excluding the interior surface of the exterior walls and excluding the exterior and interior portions of all windows, doors, plate glass and showcases); the exterior and interior water, sewage, gas and electrical services serving the Premises; the common areas in the Center including, without limitation, the sidewalks and parking areas; all plumbing, lighting fixtures, pipes and equipment, floor coverings; to provide the maintenance for the heating and air conditioning systems as specified in Section 6.3; and to make all other repairs not specifically required to be made by Tenant. Landlord shall keep, or cause to be kept, in good repair any and all items and appurtenances associated directly or indirectly with any sprinkler system within the demised premises. In the event that repairs are deemed necessary then Landlord shall cause such repairs to be performed by a sprinkler contractor with said contractor possessing a current professional licensing agency certification for the State in which the Center is located as a sprinkler contractor. Landlord shall make all repairs and restorations made necessary by fire or other peril covered by the standard extended coverage endorsement on fire insurance policies; provided, however, that Tenant shall reimburse Landlord upon demand for the cost of repairing any damage to the Premises, the building or the common areas caused by the negligence or the deliberate act of Tenant, its employees, agents or invitees. Notwithstanding any provision of Article VI hereof, and except to the extent caused by Tenant, Landlord shall be solely responsible for the cost of maintaining the foundation, structural walls, floor slab and any replacement of the roof for the Center.

#### **SECTION 6.2 TENANT MAINTENANCE AND REPAIRS**

Tenant shall in all other respects keep, or cause to be kept, in good repair and in a neat, clean and tenantable condition the interior of the Premises, including, but not limited to, the interior surface of the exterior walls, the exterior and interior portions of all windows, doors, plate glass, showcases, interior walls, ceilings, plastering of the premises. Tenant shall be responsible for custodial, trash collection and placement in receptacles as designated by Landlord, replacement of light bulbs, making plumbing or other repair only if necessitated by Tenant's misuse.

Landlord shall not be responsible for water damage to merchandise or fixtures when same is caused by surface water or backing-up of sewers occurring during cloudbursts and/or any other acts of God. Landlord shall not be responsible for damage to merchandise, floor covering, fixtures, wall coverings, and ceilings caused by water and/or roof leaks, when Landlord has exercised normal precautions for maintenance. There shall be no abatement of rent and no liability of Landlord by reason of an injury to or interference with Tenant's business arising from any portion of the building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect. Tenant covenants and agrees that it will, at all times during the term hereof, keep the Premises, sidewalks and all common areas adjoining the Premises clean and free from obstruction, rubbish, and dirt.

#### **SECTION 6.3 HVAC**

Landlord at its sole cost shall maintain all heating, ventilating and cooling systems (the "HVAC unit(s)") serving the Premises in good condition and repair throughout the term of this Lease. Landlord shall perform scheduled maintenance of equipment and make all necessary repairs to the HVAC unit(s) and replace same if necessary. Tenant shall promptly inform Landlord of any needed repairs.

**SECTION 6.4      ALTERATIONS OF PREMISES**

Tenant shall not make any alterations, additions or improvements to the Premises without first obtaining Landlord’s prior written consent. Landlord may make any repairs, alterations or improvements which Landlord may deem necessary for the preservation, safety or improvement of the Premises or the Center; provided, however, that in so doing Landlord shall not unreasonably interfere with Tenant’s use and occupancy of the Premises. All alterations, additions and improvements made by Tenant shall become the property of Landlord upon the making thereof and shall be surrendered to Landlord upon the expiration of this Lease. Any damage to the Premises in connection with the making of alterations, additions and improvements by Tenant or in connection with the placement, direction, maintenance, painting or removal of any signs on the Premises shall be paid by Tenant.

**SECTION 6.5      LIENS**

Tenant will keep the Premises and/or the Center free and clear of all mechanic’s and materialmen’s liens and other liens on account of work done for or by Tenant or persons claiming under it. Should any such lien be filed against the Premises and/or the Center, Landlord may, without notice to Tenant, elect to obtain the release of such lien and any sums expended, including reasonable attorney’s fees by Landlord, shall be immediately repaid to Landlord together with interest at the rate of eighteen percent (18%) per annum.

**ARTICLE VII.    INSURANCE AND INDEMNITY**

**SECTION 7.1      TENANT’S INSURANCE**

At all times during the Lease Term, Tenant shall keep in force at its own expense the following:

**TENANT’S PROPERTY COVERAGE.** Tenant will self-pay against claims for Tenant’s betterments, improvements, permanent improvements, fixtures, furniture, equipment, and other Personal Property per LFUCG Contract #2291, Form # 1173-914-88, as prepared by Lexington-Fayette Urban County Government Division of Risk Management.

**TENANT’S LIABILITY COVERAGE.** Tenant will satisfy Landlord’s primary General Liability limit requirements of \$1,000,000 per occurrence/\$2,000,000 per aggregate annual claims as per LFUCG Contract # 2291, Form # 1173-914-88, as prepared by Lexington-Fayette Urban County Government Division of Risk Management.

**SECTION 7.2      TENANT’S CONTRACTOR INSURANCE**

Tenant shall require any contractor performing work on the Premises to carry and maintain, at no expense to the Landlord:

Comprehensive general liability insurance, including contractor’s liability coverage, contractual liability coverage, broad form property coverage damage endorsement and contractor’s protective liability coverage, providing protection with limits not less than \$2,000,000.00 per occurrence; and

Workers Compensation or similar insurance in amounts required by governing law.

All contractor insurance must name BC Wood Properties as an Additional Insured.

**SECTION 7.3      TENANT-CAUSED INCREASE IN INSURANCE COSTS**

Intentionally omitted.

**SECTION 7.4      EVIDENCE OF COVERAGE**

Tenant will furnish to Landlord a copy of LFUCG Contract # 2291, Form # 1174-914-88, as prepared by Lexington-Fayette Urban County Government Division of Risk Management, as required by this Lease. The information will be emailed or mailed to:

Email:        BCWoodCerts@assuredptrnl.com



Mail: BC Wood Risk Management c/o Neace Lukens  
4000 Smith Road, Suite 400  
Cincinnati, OH 45209

#### **SECTION 7.5 INDEMNIFICATION**

To the extent allowed by law, the Tenant agrees to indemnify, compensate and save and hold the Landlord 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 Landlord, arising out of Tenant'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 Tenant. The Tenant shall, at its sole expense, provide public liability and property damage coverage in an authorized Commonwealth of Kentucky self-insured program. Said coverage shall insure against all accidents and injuries to persons or property in or about the Leased Premises.

#### **SECTION 7.6 LANDLORD'S LIABILITY**

Landlord shall not be liable for any damage to the Premises or its contents, regardless of the cause of such damage, for any acts or omissions of other tenants of the Center, nor for any condition of the Premises whatsoever unless Landlord is responsible for the repair thereof, pursuant to the terms of this Lease, and has failed to make such repair after written notice from Tenant of the need therefor, and expiration of a reasonable time for the making of such repair. Further, Landlord shall not be liable for any damage, loss or cause of action, wherein the cause of such loss is attributable to the maintenance of Landlord, where Tenant knew or should have known of the need for such maintenance and failed to notify Landlord thereof.

#### **SECTION 7.7 LANDLORD'S INSURANCE**

Landlord agrees to carry: (i) property insurance under a Special Form Clause of Loss Form (or an equivalent form that becomes industry standard in the future) for 100% replacement value covering the Center and its improvements owned or controlled by the Landlord (including but not limited to earthquake, flood, boiler and machinery, windstorm, terrorism, and loss of rents); (ii) commercial general liability insurance with respect to the common area and ownership of the Center with limits of liability no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, including bodily injury, death and property damage. Landlord has the right to carry its insurance under "blanket" or "master" policies with other owned/managed shopping centers. Landlord's policies must be placed with insurance carrier(s) having an A.M. Best rating or its equivalent of A-VIII or better. Landlord shall have the right, but not the obligation, to maintain commercial insurance policies covering some or all of the deductibles, self-insured retentions or like amounts determined by Landlord, at Landlord's sole discretion.

### **ARTICLE VIII. DAMAGE OR DESTRUCTION**

#### **SECTION 8.1 DAMAGE OR DESTRUCTION**

In the event the Premises are damaged or destroyed by fire, earthquake or any other casualty to such an extent as to render the same untenantable in whole or substantial part, Tenant shall give Landlord immediate notice of the occurrence of any such casualty. Unless Landlord, within 60 days after receipt of such notice, notifies the Tenant of its election to repair or to restore the Premises, this Lease shall terminate at the end of such 60 day period and if Tenant shall not be in default under this Lease, then Tenant's liability for rent shall cease as of the day following the casualty and any rent paid by Tenant in advance and not yet earned as of the date of termination shall be refunded to Tenant. If Landlord elects to repair or restore the Premises, the rent shall be abated during the period from the day following the casualty until completion of the repair or restoration in the same proportion as the untenantable portion of the Premises bears to the former rentable area thereof.

In the event the Premises are damaged by fire, earthquake or any other casualty to such an extent that the Premises shall be rendered untenantable in part (but less than a substantial part), then Landlord, to the extent of insurance proceeds, shall promptly, at its own expense, repair and restore the Premises; provided nothing herein shall obligate Landlord to repair or restore the Premises if the casualty occurs within 12 months of the end of the Lease Term. The rent shall be abated proportionately as to the portion of the Premises rendered untenantable from the day following the casualty until completion of the repair and restoration.



If the Premises shall be damaged by fire, earthquake or any other casualty but are not thereby rendered untenable in whole or in part, then Landlord, to the extent of insurance proceeds, shall promptly, at its own expense, repair and restore the Premises; provided, nothing herein shall obligate Landlord to repair or restore the Premises if the casualty occurs within 12 months of the end of the Lease Term. The rent shall not be abated.

## **ARTICLE IX. SUBORDINATION OF LEASE; ESTOPPEL CERTIFICATE**

### **SECTION 9.1 SUBORDINATION OF LEASE; PRIORITY OF MORTGAGE**

This Lease shall be subordinate to any and all mortgages and other security instruments now existing, or which may hereafter be made covering the Center and/or the real property underlying the same or any portion or portions thereof, and for the full amount of all advances made or to be made thereunder (without regard to the time or character of such advances), together with interest thereon, and subject to all the terms and provisions thereof and to any renewals, extensions, modifications and consolidations thereof; and Tenant covenants to make, execute, acknowledge and deliver upon request any and all documents or instruments demanded by Landlord which are or may be necessary or proper for more fully and certainly assuring the subordination of this Lease to any such mortgages or other security instruments; provided, however, that any person or persons purchasing or otherwise acquiring any interest at any sale and/or proceedings under such mortgages or other security instruments may elect to continue this Lease in full force and effect in the same manner, and with like effect as if such person or persons had been named as Landlord herein, and in the event of such election, this Lease shall continue in full force and effect as aforesaid, and Tenant hereby attorns and agrees to attorn to such person or persons. If required by any first mortgagee, Tenant shall execute an agreement that this Lease will be superior to such first mortgage or if required by any first mortgagee, Tenant shall execute a separate subordination, attornment and non-disturbance agreement. So long as Tenant shall not be in default under this Lease, its right of possession and enjoyment of the Premises shall be and remain undisturbed and unaffected and any subordination agreement required to be executed by Tenant shall contain language specifically so providing.

### **SECTION 9.2 ESTOPPEL CERTIFICATE**

Tenant shall at any time and from time to time execute, acknowledge and deliver within 20 days of receipt of Landlord's request a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or if there has been any modifications hereof that the same is in full force and effect as modified and stating the nature of the modification or modifications); (b) that to the best of its knowledge, Landlord is not in default under this Lease (or if any such default exists, the specific nature and extent thereof); (c) the date to which rent and other charges have been paid in advance, if any; and (d) such other matters as Landlord shall reasonably request.

## **ARTICLE X. TENANT'S ADDITIONAL COVENANTS**

### **SECTION 10.1 ASSIGNMENT, SUBLETTING, MORTGAGING**

Tenant shall not voluntarily, involuntarily or by operation of law assign, transfer, mortgage or otherwise encumber all or any part of Tenant's interest in this Lease, or sublet the Premises or any part thereof without first obtaining in each and every instance Landlord's prior written consent, and any attempt to so assign, transfer, mortgage, encumber or sublet without Landlord's prior written consent shall be null and void; and if any such assignment, transfer, mortgage or encumbrance is made with the written consent of Landlord, Tenant shall nevertheless remain liable to Landlord for payment of rent according to the terms hereof and for due performance of all the terms, covenants and conditions of this Lease. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation or any change in the ownership of, or power to vote the majority of its outstanding voting stock, shall constitute an assignment for the purposes of this paragraph. If written consent is once given by Landlord to any such assignment or subletting, such consent shall not operate as a waiver of the necessity for obtaining Landlord's written consent to any subsequent assignment or subletting.

### **SECTION 10.2 FIXTURES AND PERSONAL PROPERTY; SURRENDER**

Upon the termination of this Lease, Tenant shall surrender to Landlord the Premises (including, without limitation, all buildings, apparatus and fixtures, except trade fixtures and furniture installed by Tenant, then upon the Premises) in good condition and repair, reasonable wear and tear and damage by casualty not caused by Tenant or its agents, employees or invitees excepted, and all alterations, improvements, additions, machinery and equipment which may be made or installed from time to time by either party hereto, in, upon or about the Premises (except trade fixtures and furniture installed by Tenant) shall be the property of Landlord and upon any such termination shall be surrendered to Landlord by Tenant



without any injury, damage or disturbance thereto or payment therefor. The property surrendered to Landlord shall include, but not be limited to, all lighting fixtures and fluorescent tubes and bulbs and all partitions (whether removable or otherwise).

Trade fixtures, furniture and other personal property installed or placed in the Premises at the cost of Tenant shall be the property of Tenant unless otherwise specified in this Lease and Tenant shall remove the same prior to the termination of this Lease. Tenant shall, at its own cost and expense, completely repair any and all damage to the Premises resulting from or caused by such removal. If Tenant fails to remove all or any of such property, Landlord may, at Landlord's option, retain all or any of such property and title thereto shall thereupon vest in Landlord, or Landlord may remove from the Premises and dispose of in any manner all or any of such property, in which latter event Tenant shall upon demand, pay to Landlord the actual expense including reasonable attorney's fees of such removal and disposition and the cost of repair of any and all damage to the Premises resulting from or caused by such removal.

## **ARTICLE XI. DEFAULT**

### **SECTION 11.1 TENANT DEFAULT AND REMEDY**

If at any time Tenant shall (i) fail to pay any sum due under this Lease for five days after such payment is due, (ii) fail to abide by the Use Clause in Section 1.1Q, or (iii) fail to remedy any default with respect to any of the other provisions, covenants or conditions of this Lease to be kept or performed by Tenant within 15 days after notice, then in either event Landlord shall have all such rights and remedies as are provided by law or in equity in respect of such default, including, at Landlord's election, the right to terminate this Lease and/or reenter the Premises and recover possession thereof without terminating this Lease and in either event Landlord shall be entitled, in addition to and without prejudice to any other rights and remedies it shall have at law or in equity, to the following remedies:

Dispossess any and all occupants thereof;

Relet the Premises or any part or parts thereof, upon such terms and conditions, including rental, as Landlord may deem appropriate for Landlord's own benefit and account; and

Recover from Tenant as damages resulting to Landlord from Tenant's default hereunder an amount equal to the sum of (i) all costs, fees, charges and expenses incurred by Landlord in connection with such reentry, repossession, dispossession and reletting, including, without limitation, brokerage fees, attorney's fees, expenses for such alterations, repairs, replacements and /or redecoration of the Premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of reletting the Premises, and (ii) all unpaid rental and all other unpaid charges required to be paid hereunder by Tenant to Landlord less than the fixed amounts to be received by Landlord in reletting (but only if Landlord is able to relet) with respect to the Premises during the balance of the terms of this Lease or any applicable extension thereof; and

It being expressly provided and understood that Tenant's obligation and liability for damages as set forth above shall be all inclusive and shall survive such termination, reentry, repossession, dispossession and reletting.

### **SECTION 11.2 TENANT NON-PERFORMANCE DEFAULT**

If Tenant shall default in the performance of any covenant on its part to be performed by virtue of any provisions of this Lease, Landlord may, after any notice and the expiration of any period with respect thereto as required pursuant to the applicable provisions of this Lease, perform the same for the account of Tenant. If Landlord, at any time, is compelled to pay or elects to pay any sum of money or do any acts which would require the payment of any sum of money by reason of the default of Tenant, or if Landlord is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of the default of Tenant, the sum or sums so paid by Landlord with interest at the rate of eighteen percent (18%) per annum from the date paid until the date repaid by Tenant, plus costs and damages, shall be deemed to be Additional Rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the incurring of such expenses.



**SECTION 11.3 TENANT INSOLVENCY**

In the event Tenant becomes insolvent or files a voluntary petition in bankruptcy or becomes involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant, then Landlord, at its option, may immediately cancel this Lease by notice to Tenant to that effect.

**SECTION 11.4 NON-WAIVER OF DEFAULTS**

No waiver of any default by Tenant hereunder shall be implied from any omission by Landlord 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 Landlord of rent with knowledge of the breach of any of the covenants of this Lease by Tenant shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

**SECTION 11.5 TERMINATION OF TENANT'S ADDITIONAL RIGHTS**

In consideration for the faithful observance of the terms of this Lease, and any extension hereof, Tenant has negotiated for (and Landlord has granted herein) certain rights in Section 1.1V (collectively referred to in this Section as "Tenant's Additional Rights"). For so long as no event of default occurs and remains uncured beyond the cure period, if any, set out in Section 11.1 of this Lease, Tenant's Additional Rights shall remain in full force and effect. However, should an event of default occur at any time during the term hereof or any extension(s) (and remain uncured beyond the applicable cure period, if any) Tenant's Additional Rights shall terminate, and the same shall be deemed null and void thereafter. Said termination shall occur as provided herein without further notice from Landlord, and Tenant's subsequent cure after the expiration of the appropriate cure period shall not reinstate or otherwise preserve Tenant's terminated rights.

**SECTION 11.6 LANDLORD DEFAULT**

Landlord shall in no event be in default in the performance of any of its obligations in this Lease contained unless and until Landlord shall have failed to perform such obligation within 30 days (or such additional time as is reasonably required to correct any such default) after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

Tenant agrees to give any Mortgagees and/or Trust Deed Holders, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the address of such Mortgagees and/or Trust Deed Holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the Mortgagees and/or Trust Deed Holders shall have failed to cure such default within the time provided for in this Lease, then the Mortgagees and/or Trust Deed Holders shall have an additional 30 days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such 30 days any Mortgagee and/or Trust Deed Holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

**ARTICLE XII. RIGHTS OF LANDLORD**

**SECTION 12.1 SHOPPING CENTER NAME**

Landlord shall have the sole and exclusive right to designate (and from time to time, in its discretion, redesignate) the name of the Center.

**SECTION 12.2 SHOPPING CENTER REPRESENTATION**

Tenant shall not, without Landlord's prior written consent, use the name, picture and representation of the Center, or words to that effect, in connection with any business carried on in the Premises (except as Tenant's address).

**SECTION 12.3      RIGHT TO RELOCATE TENANT**

Intentionally omitted.

**SECTION 12.4      DOCUMENT REVIEW**

If Tenant requests Landlord’s execution of any documents in connection with the Lease or Premises, excepting only those documents required by Landlord to amend this Lease or to extend the term hereof, Tenant agrees to pay Landlord’s reasonable attorney’s fees incurred in connection therewith, whether or not Landlord actually consents to and executes such document. The amount of such attorney’s fees shall be deemed to be Additional Rent payable to Landlord hereunder and shall be due from Tenant to Landlord on the first day of the month following receipt by Tenant of a request for reimbursement.

**ARTICLE XIII. MISCELLANEOUS PROVISIONS**

**SECTION 13.1      LEASE LANGUAGE**

The term “Landlord” as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises and in the event of any transfer or transfers of the title to the Premises, Landlord herein named (and in case of any subsequent transfers or conveyances, the then landlord) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

The terms “Landlord” and “Tenant” wherever used herein shall be applicable to one or more persons, as the case may be, and the singular shall include the plural, and the neuter shall include the masculine and feminine, and if there be more than one, the obligations hereof shall be joint and several.

Both the word “person” and the word “persons” wherever used in this Lease shall include individuals, partnerships, firms, associations and corporations or any other form of business entity. In the event that two or more individuals, partnerships, firms, corporations or other business associations (or any combination of two or more thereof) shall sign this Lease agreement as Tenant, the liability of each such individual, partnership, corporation or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several. In like manner, in the event that Tenant named in this Lease shall be a partnership or other business association, the members of which are by virtue of statute or general law subject to personal liability, then in that event the liability of each such member shall be deemed to be joint and several.

**SECTION 13.2      CONSTRUCTION**

The headings of the several articles and sections contained herein are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**SECTION 13.3      SEVERABILITY**

Any provision or provisions of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

**SECTION 13.4      APPLICABLE LAW**

The laws of the State in which the Center exists shall govern the validity, performance and enforcement of this Lease.

**SECTION 13.5      BINDING UPON EXECUTION**

The submission of this Lease, whether in blank form or with all or some of the blanks herein completed, shall not vest in Tenant any rights with respect to the Premises or the Center or be deemed, in any respect, to be binding upon Landlord. Until both Landlord and Tenant have executed this Lease, Tenant shall not be deemed to have acquired any rights with respect to the Premises or the Center.



**SECTION 13.6 ENTIRE AGREEMENT**

This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises and Tenant's licensed use of the Center and the other matters set forth in this Lease. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease cannot be altered, changed, modified or added to except in writing signed by Landlord and Tenant. No representation, inducement, understanding or anything of any nature whatsoever made, stated or represented on Landlord's behalf, either orally or in writing (except this Lease), has induced Tenant to enter into this Lease.

**SECTION 13.7 BINDING EFFECT OF LEASE**

The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns, subject at all times, nevertheless, to all agreements and restrictions contained elsewhere in this Lease with respect to assignment, transfer, encumbering or subletting of all or any part of Tenant's interest in this Lease. Where two or more individuals or entities shall sign this Lease as Tenant, the liability of each of them shall be joint and several. Landlord, at any time and from time to time, may make assignment of its interest in this Lease, and in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

**SECTION 13.8 SURVIVAL**

All representations, warranties, covenants, conditions and agreements contained herein which either expressly survive the expiration or termination of this Lease or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Lease, shall survive the termination or expiration of this Lease.

**SECTION 13.9 RELATIONSHIP TO THE PARTIES**

Nothing contained herein will be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

**SECTION 13.10 CUMULATIVE RIGHTS AND REMEDIES**

The various rights, options, elections, powers and remedies contained in this Lease shall be construed as cumulative and no one of them shall be exclusive of any of the others, or of any other legal or equitable remedy which either party might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by such party shall not impair its right to any other right or remedy until all obligations upon the other party have been fully performed.

**SECTION 13.11 TENANT RECOURSE**

Landlord, or any person, firm, or corporation comprising Landlord, shall not have any personal liability with respect to any of the provisions of this Lease. Tenant's sole recourse shall be against in the Center, and the real and personal property comprising the same for the satisfaction of any of Tenant's claims and remedies.

**SECTION 13.12 TIME OF ESSENCE**

Time is of the essence with respect to the performance of each of the covenants and agreements under this Lease.

**SECTION 13.13 FORCE MAJEURE**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure materials, loss of utility services, restrictive governmental laws or regulations, inability or delay in obtaining permits and approvals from applicable governmental authorities, riots, insurrection, war, acts of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease then the performance of any such act shall be extended for a period equivalent



to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of Fixed Base Rent, Additional Rent or any charges under this Lease.

**SECTION 13.14 NOTICES**

All notices provided for in the Lease shall be in writing and shall be deemed to be given (a) upon the earlier of (i) actual receipt; (ii) refusal thereof; or (iii) three days after having been sent, if notice was sent by prepaid registered or certified mail, return receipt requested; or (b) one (1) day after having been sent, if notice was sent by a nationally recognized overnight courier service which requires the recipient to sign a receipt; addressed, if to Tenant, at the address of Tenant set forth in Section 1.1E, or such other address as Tenant shall have last designated by notice in writing to Landlord (which written notice to Landlord must clearly be labeled "Change of Tenant's Address for Notice Purposes"), and if to Landlord, to Landlord's Notice Address Section 1.1B, or such other address as Landlord shall have last designated by notice in writing to Tenant. The customary receipt shall be conclusive evidence of such service.

**SECTION 13.15 BROKERAGE**

Tenant represents and warrants to Landlord that it has not engaged any broker, finder or other person who would be entitled to any commission or fee in respect of the negotiation, execution or delivery of this Lease, and shall indemnify Landlord against loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant.

**SECTION 13.16 LENDER APPROVAL**

This Lease and the obligations and duties of the Landlord hereunder are expressly made contingent upon Landlord obtaining the written approval of this Lease from Landlord's lender. Upon notice from Landlord to Tenant that the foregoing contingency has not been satisfied, this Lease shall automatically become null and void and neither Landlord nor Tenant shall have any further obligations, duties or rights hereunder.

**SECTION 13.17 RECORDATION**

Tenant agrees that it will not record this Lease. Both parties shall, upon the request of either, execute, acknowledge and deliver a notice of lease in statutory or short form for recording.

**SECTION 13.18 COUNTERPARTS**

This Shopping Center Lease Agreement shall be effective upon the execution by both Landlord and Tenant below, which execution may be executed in counterparts and exchanged via facsimile, each copy of the same together being deemed one and the same fully executed original.

**SECTION 13.19 TENANT'S SALES AND OPERATING INFORMATION**

Intentionally omitted.

**TENANT ACKNOWLEDGES HAVING READ THE FOREGOING LEASE AND UNDERSTANDS THAT THIS LEASE IS NOT AND DOES NOT BECOME A VALID AND BINDING AGREEMENT UNTIL LANDLORD DULY ACKNOWLEDGES ITS VALIDITY BY PLACING ITS SIGNATURE BELOW.**

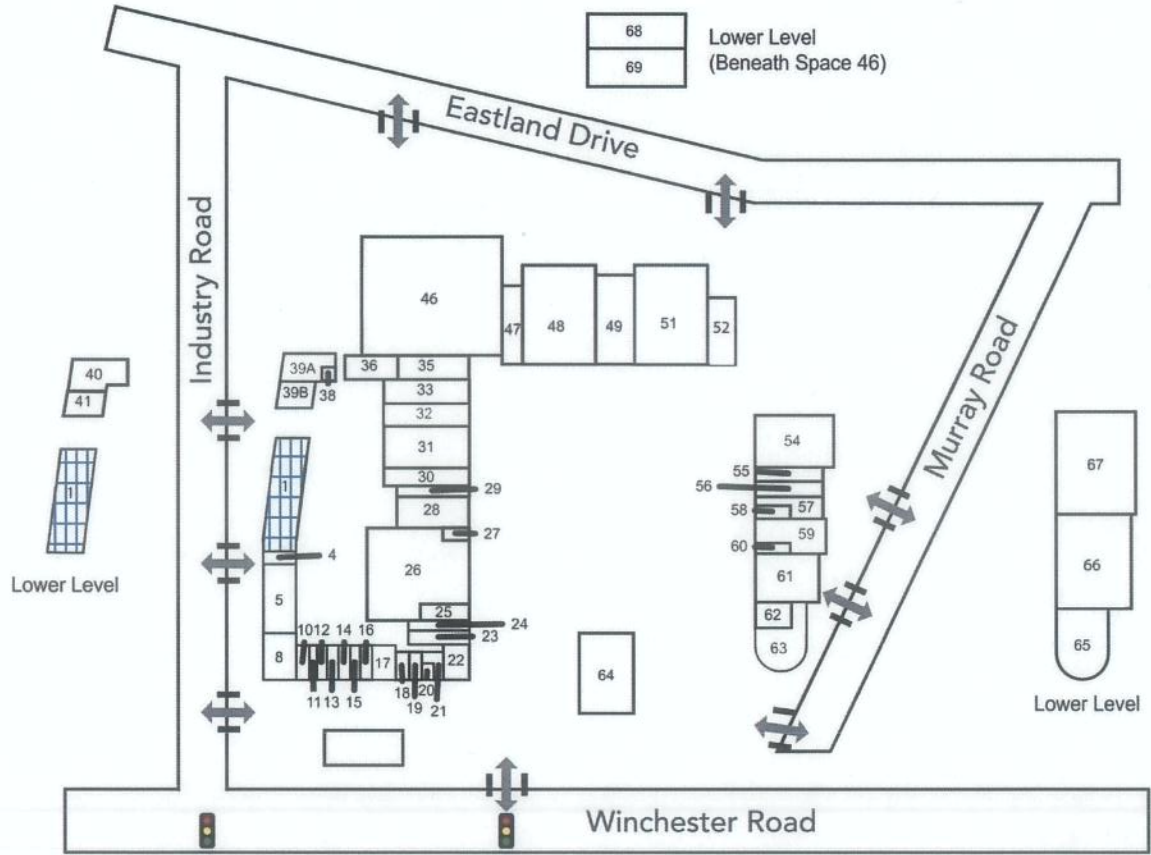
*Remainder of page left intentionally blank. Signature page follows.*





EXHIBIT A

SITE PLAN OF THE CENTER AND THE PREMISES



1. Lexington-Fayette Urban County Government 17,014 SF

(End of Exhibit A)

**EXHIBIT B**

**LANDLORD'S WORK**

Landlord shall complete the fit-up for the Premises in accordance with plans to be submitted to and approved by Tenant. Such approved plans shall be appended to the Lease as Exhibit B-1. Retrofit amortization schedule for Tenant's share of expense shall be included in this Exhibit.

(See attached – Exhibit B)



# Loan Amortization Schedule

Enter values	
Loan amount	\$ 254,268.00
Annual interest rate	5.00 %
Loan period in years	20
Number of payments per year	12
Start date of loan	11/1/2016
Optional extra payments	

Loan summary	
Scheduled payment	\$ 1,678.06
Scheduled number of payments	240
Actual number of payments	240
Total early payments	\$ -
Total interest	\$ 148,465.50

Lender name:

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	12/1/2016	\$ 254,268.00	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 618.61	\$ 1,059.45	\$ 253,649.39	\$ 1,059.45
2	1/1/2017	\$ 253,649.39	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 621.18	\$ 1,056.87	\$ 253,028.21	\$ 2,116.32
3	2/1/2017	\$ 253,028.21	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 623.77	\$ 1,054.28	\$ 252,404.44	\$ 3,170.61
4	3/1/2017	\$ 252,404.44	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 626.37	\$ 1,051.69	\$ 251,778.07	\$ 4,222.29
5	4/1/2017	\$ 251,778.07	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 628.98	\$ 1,049.08	\$ 251,149.09	\$ 5,271.37
6	5/1/2017	\$ 251,149.09	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 631.60	\$ 1,046.45	\$ 250,517.48	\$ 6,317.82
7	6/1/2017	\$ 250,517.48	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 634.23	\$ 1,043.82	\$ 249,883.25	\$ 7,361.64
8	7/1/2017	\$ 249,883.25	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 636.88	\$ 1,041.18	\$ 249,246.37	\$ 8,402.82
9	8/1/2017	\$ 249,246.37	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 639.53	\$ 1,038.53	\$ 248,606.84	\$ 9,441.35
10	9/1/2017	\$ 248,606.84	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 642.19	\$ 1,035.86	\$ 247,964.65	\$ 10,477.21
11	10/1/2017	\$ 247,964.65	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 644.87	\$ 1,033.19	\$ 247,319.78	\$ 11,510.40
12	11/1/2017	\$ 247,319.78	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 647.56	\$ 1,030.50	\$ 246,672.22	\$ 12,540.90
13	12/1/2017	\$ 246,672.22	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 650.26	\$ 1,027.80	\$ 246,021.97	\$ 13,568.70
14	1/1/2018	\$ 246,021.97	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 652.96	\$ 1,025.09	\$ 245,369.00	\$ 14,593.79
15	2/1/2018	\$ 245,369.00	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 655.69	\$ 1,022.37	\$ 244,713.32	\$ 15,616.16
16	3/1/2018	\$ 244,713.32	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 658.42	\$ 1,019.64	\$ 244,054.90	\$ 16,635.80
17	4/1/2018	\$ 244,054.90	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 661.16	\$ 1,016.90	\$ 243,393.74	\$ 17,652.70
18	5/1/2018	\$ 243,393.74	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 663.92	\$ 1,014.14	\$ 242,729.82	\$ 18,666.84
19	6/1/2018	\$ 242,729.82	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 666.68	\$ 1,011.37	\$ 242,063.14	\$ 19,678.21
20	7/1/2018	\$ 242,063.14	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 669.46	\$ 1,008.60	\$ 241,393.68	\$ 20,686.81
21	8/1/2018	\$ 241,393.68	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 672.25	\$ 1,005.81	\$ 240,721.43	\$ 21,692.62
22	9/1/2018	\$ 240,721.43	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 675.05	\$ 1,003.01	\$ 240,046.38	\$ 22,695.62
23	10/1/2018	\$ 240,046.38	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 677.86	\$ 1,000.19	\$ 239,368.52	\$ 23,695.81
24	11/1/2018	\$ 239,368.52	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 680.69	\$ 997.37	\$ 238,687.83	\$ 24,693.18
25	12/1/2018	\$ 238,687.83	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 683.52	\$ 994.53	\$ 238,004.31	\$ 25,687.71
26	1/1/2019	\$ 238,004.31	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 686.37	\$ 991.68	\$ 237,317.94	\$ 26,679.40
27	2/1/2019	\$ 237,317.94	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 689.23	\$ 988.82	\$ 236,628.71	\$ 27,668.22
28	3/1/2019	\$ 236,628.71	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 692.10	\$ 985.95	\$ 235,936.60	\$ 28,654.18
29	4/1/2019	\$ 235,936.60	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 694.99	\$ 983.07	\$ 235,241.61	\$ 29,637.25
30	5/1/2019	\$ 235,241.61	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 697.88	\$ 980.17	\$ 234,543.73	\$ 30,617.42
31	6/1/2019	\$ 234,543.73	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 700.79	\$ 977.27	\$ 233,842.94	\$ 31,594.69
32	7/1/2019	\$ 233,842.94	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 703.71	\$ 974.35	\$ 233,139.23	\$ 32,569.03
33	8/1/2019	\$ 233,139.23	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 706.64	\$ 971.41	\$ 232,432.59	\$ 33,540.44



Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
34	9/1/2019	\$ 232,432.59	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 709.59	\$ 968.47	\$ 231,723.00	\$ 34,508.91
35	10/1/2019	\$ 231,723.00	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 712.54	\$ 965.51	\$ 231,010.46	\$ 35,474.43
36	11/1/2019	\$ 231,010.46	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 715.51	\$ 962.54	\$ 230,294.94	\$ 36,436.97
37	12/1/2019	\$ 230,294.94	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 718.49	\$ 959.56	\$ 229,576.45	\$ 37,396.53
38	1/1/2020	\$ 229,576.45	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 721.49	\$ 956.57	\$ 228,854.96	\$ 38,353.10
39	2/1/2020	\$ 228,854.96	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 724.49	\$ 953.56	\$ 228,130.47	\$ 39,306.66
40	3/1/2020	\$ 228,130.47	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 727.51	\$ 950.54	\$ 227,402.96	\$ 40,257.21
41	4/1/2020	\$ 227,402.96	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 730.54	\$ 947.51	\$ 226,672.41	\$ 41,204.72
42	5/1/2020	\$ 226,672.41	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 733.59	\$ 944.47	\$ 225,938.82	\$ 42,149.19
43	6/1/2020	\$ 225,938.82	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 736.64	\$ 941.41	\$ 225,202.18	\$ 43,090.60
44	7/1/2020	\$ 225,202.18	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 739.71	\$ 938.34	\$ 224,462.47	\$ 44,028.94
45	8/1/2020	\$ 224,462.47	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 742.80	\$ 935.26	\$ 223,719.67	\$ 44,964.20
46	9/1/2020	\$ 223,719.67	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 745.89	\$ 932.17	\$ 222,973.78	\$ 45,896.37
47	10/1/2020	\$ 222,973.78	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 749.00	\$ 929.06	\$ 222,224.78	\$ 46,825.42
48	11/1/2020	\$ 222,224.78	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 752.12	\$ 925.94	\$ 221,472.66	\$ 47,751.36
49	12/1/2020	\$ 221,472.66	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 755.25	\$ 922.80	\$ 220,717.41	\$ 48,674.16
50	1/1/2021	\$ 220,717.41	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 758.40	\$ 919.66	\$ 219,959.01	\$ 49,593.82
51	2/1/2021	\$ 219,959.01	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 761.56	\$ 916.50	\$ 219,197.45	\$ 50,510.32
52	3/1/2021	\$ 219,197.45	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 764.73	\$ 913.32	\$ 218,432.71	\$ 51,423.64
53	4/1/2021	\$ 218,432.71	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 767.92	\$ 910.14	\$ 217,664.79	\$ 52,333.77
54	5/1/2021	\$ 217,664.79	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 771.12	\$ 906.94	\$ 216,893.67	\$ 53,240.71
55	6/1/2021	\$ 216,893.67	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 774.33	\$ 903.72	\$ 216,119.34	\$ 54,144.43
56	7/1/2021	\$ 216,119.34	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 777.56	\$ 900.50	\$ 215,341.78	\$ 55,044.93
57	8/1/2021	\$ 215,341.78	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 780.80	\$ 897.26	\$ 214,560.98	\$ 55,942.19
58	9/1/2021	\$ 214,560.98	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 784.05	\$ 894.00	\$ 213,776.93	\$ 56,836.19
59	10/1/2021	\$ 213,776.93	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 787.32	\$ 890.74	\$ 212,989.61	\$ 57,726.93
60	11/1/2021	\$ 212,989.61	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 790.60	\$ 887.46	\$ 212,199.01	\$ 58,614.39
61	12/1/2021	\$ 212,199.01	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 793.89	\$ 884.16	\$ 211,405.12	\$ 59,498.55
62	1/1/2022	\$ 211,405.12	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 797.20	\$ 880.85	\$ 210,607.92	\$ 60,379.40
63	2/1/2022	\$ 210,607.92	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 800.52	\$ 877.53	\$ 209,807.39	\$ 61,256.94
64	3/1/2022	\$ 209,807.39	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 803.86	\$ 874.20	\$ 209,003.53	\$ 62,131.13
65	4/1/2022	\$ 209,003.53	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 807.21	\$ 870.85	\$ 208,196.33	\$ 63,001.98
66	5/1/2022	\$ 208,196.33	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 810.57	\$ 867.48	\$ 207,385.75	\$ 63,869.47
67	6/1/2022	\$ 207,385.75	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 813.95	\$ 864.11	\$ 206,571.81	\$ 64,733.57
68	7/1/2022	\$ 206,571.81	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 817.34	\$ 860.72	\$ 205,754.47	\$ 65,594.29
69	8/1/2022	\$ 205,754.47	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 820.75	\$ 857.31	\$ 204,933.72	\$ 66,451.60
70	9/1/2022	\$ 204,933.72	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 824.17	\$ 853.89	\$ 204,109.55	\$ 67,305.49
71	10/1/2022	\$ 204,109.55	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 827.60	\$ 850.46	\$ 203,281.95	\$ 68,155.95
72	11/1/2022	\$ 203,281.95	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 831.05	\$ 847.01	\$ 202,450.91	\$ 69,002.96
73	12/1/2022	\$ 202,450.91	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 834.51	\$ 843.55	\$ 201,616.39	\$ 69,846.50
74	1/1/2023	\$ 201,616.39	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 837.99	\$ 840.07	\$ 200,778.41	\$ 70,686.57
75	2/1/2023	\$ 200,778.41	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 841.48	\$ 836.58	\$ 199,936.93	\$ 71,523.15
76	3/1/2023	\$ 199,936.93	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 844.99	\$ 833.07	\$ 199,091.94	\$ 72,356.22
77	4/1/2023	\$ 199,091.94	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 848.51	\$ 829.55	\$ 198,243.43	\$ 73,185.77
78	5/1/2023	\$ 198,243.43	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 852.04	\$ 826.01	\$ 197,391.39	\$ 74,011.78
79	6/1/2023	\$ 197,391.39	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 855.59	\$ 822.46	\$ 196,535.80	\$ 74,834.25
80	7/1/2023	\$ 196,535.80	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 859.16	\$ 818.90	\$ 195,676.64	\$ 75,653.14



Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
81	8/1/2023	\$ 195,676.64	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 862.74	\$ 815.32	\$ 194,813.91	\$ 76,468.46
82	9/1/2023	\$ 194,813.91	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 866.33	\$ 811.72	\$ 193,947.58	\$ 77,280.19
83	10/1/2023	\$ 193,947.58	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 869.94	\$ 808.11	\$ 193,077.63	\$ 78,088.30
84	11/1/2023	\$ 193,077.63	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 873.57	\$ 804.49	\$ 192,204.07	\$ 78,892.79
85	12/1/2023	\$ 192,204.07	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 877.21	\$ 800.85	\$ 191,326.86	\$ 79,693.64
86	1/1/2024	\$ 191,326.86	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 880.86	\$ 797.20	\$ 190,446.00	\$ 80,490.84
87	2/1/2024	\$ 190,446.00	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 884.53	\$ 793.53	\$ 189,561.47	\$ 81,284.36
88	3/1/2024	\$ 189,561.47	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 888.22	\$ 789.84	\$ 188,673.25	\$ 82,074.20
89	4/1/2024	\$ 188,673.25	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 891.92	\$ 786.14	\$ 187,781.33	\$ 82,860.34
90	5/1/2024	\$ 187,781.33	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 895.63	\$ 782.42	\$ 186,885.70	\$ 83,642.76
91	6/1/2024	\$ 186,885.70	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 899.37	\$ 778.69	\$ 185,986.33	\$ 84,421.45
92	7/1/2024	\$ 185,986.33	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 903.11	\$ 774.94	\$ 185,083.22	\$ 85,196.40
93	8/1/2024	\$ 185,083.22	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 906.88	\$ 771.18	\$ 184,176.35	\$ 85,967.58
94	9/1/2024	\$ 184,176.35	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 910.65	\$ 767.40	\$ 183,265.69	\$ 86,734.98
95	10/1/2024	\$ 183,265.69	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 914.45	\$ 763.61	\$ 182,351.24	\$ 87,498.59
96	11/1/2024	\$ 182,351.24	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 918.26	\$ 759.80	\$ 181,432.98	\$ 88,258.38
97	12/1/2024	\$ 181,432.98	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 922.09	\$ 755.97	\$ 180,510.90	\$ 89,014.35
98	1/1/2025	\$ 180,510.90	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 925.93	\$ 752.13	\$ 179,584.97	\$ 89,766.48
99	2/1/2025	\$ 179,584.97	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 929.79	\$ 748.27	\$ 178,655.18	\$ 90,514.75
100	3/1/2025	\$ 178,655.18	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 933.66	\$ 744.40	\$ 177,721.52	\$ 91,259.15
101	4/1/2025	\$ 177,721.52	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 937.55	\$ 740.51	\$ 176,783.97	\$ 91,999.66
102	5/1/2025	\$ 176,783.97	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 941.46	\$ 736.60	\$ 175,842.52	\$ 92,736.26
103	6/1/2025	\$ 175,842.52	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 945.38	\$ 732.68	\$ 174,897.14	\$ 93,468.93
104	7/1/2025	\$ 174,897.14	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 949.32	\$ 728.74	\$ 173,947.82	\$ 94,197.67
105	8/1/2025	\$ 173,947.82	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 953.27	\$ 724.78	\$ 172,994.55	\$ 94,922.45
106	9/1/2025	\$ 172,994.55	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 957.25	\$ 720.81	\$ 172,037.30	\$ 95,643.26
107	10/1/2025	\$ 172,037.30	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 961.23	\$ 716.82	\$ 171,076.07	\$ 96,360.09
108	11/1/2025	\$ 171,076.07	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 965.24	\$ 712.82	\$ 170,110.83	\$ 97,072.90
109	12/1/2025	\$ 170,110.83	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 969.26	\$ 708.80	\$ 169,141.57	\$ 97,781.70
110	1/1/2026	\$ 169,141.57	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 973.30	\$ 704.76	\$ 168,168.27	\$ 98,486.46
111	2/1/2026	\$ 168,168.27	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 977.36	\$ 700.70	\$ 167,190.91	\$ 99,187.16
112	3/1/2026	\$ 167,190.91	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 981.43	\$ 696.63	\$ 166,209.48	\$ 99,883.79
113	4/1/2026	\$ 166,209.48	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 985.52	\$ 692.54	\$ 165,223.97	\$ 100,576.32
114	5/1/2026	\$ 165,223.97	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 989.62	\$ 688.43	\$ 164,234.34	\$ 101,264.76
115	6/1/2026	\$ 164,234.34	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 993.75	\$ 684.31	\$ 163,240.60	\$ 101,949.07
116	7/1/2026	\$ 163,240.60	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 997.89	\$ 680.17	\$ 162,242.71	\$ 102,629.24
117	8/1/2026	\$ 162,242.71	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,002.04	\$ 676.01	\$ 161,240.67	\$ 103,305.25
118	9/1/2026	\$ 161,240.67	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,006.22	\$ 671.84	\$ 160,234.45	\$ 103,977.08
119	10/1/2026	\$ 160,234.45	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,010.41	\$ 667.64	\$ 159,224.03	\$ 104,644.73
120	11/1/2026	\$ 159,224.03	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,014.62	\$ 663.43	\$ 158,209.41	\$ 105,308.16
121	12/1/2026	\$ 158,209.41	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,018.85	\$ 659.21	\$ 157,190.56	\$ 105,967.37
122	1/1/2027	\$ 157,190.56	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,023.10	\$ 654.96	\$ 156,167.46	\$ 106,622.33
123	2/1/2027	\$ 156,167.46	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,027.36	\$ 650.70	\$ 155,140.11	\$ 107,273.03
124	3/1/2027	\$ 155,140.11	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,031.64	\$ 646.42	\$ 154,108.47	\$ 107,919.44
125	4/1/2027	\$ 154,108.47	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,035.94	\$ 642.12	\$ 153,072.53	\$ 108,561.56
126	5/1/2027	\$ 153,072.53	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,040.25	\$ 637.80	\$ 152,032.27	\$ 109,199.36
127	6/1/2027	\$ 152,032.27	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,044.59	\$ 633.47	\$ 150,987.69	\$ 109,832.83



Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
128	7/1/2027	\$ 150,987.69	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,048.94	\$ 629.12	\$ 149,938.75	\$ 110,461.95
129	8/1/2027	\$ 149,938.75	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,053.31	\$ 624.74	\$ 148,885.43	\$ 111,086.69
130	9/1/2027	\$ 148,885.43	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,057.70	\$ 620.36	\$ 147,827.73	\$ 111,707.05
131	10/1/2027	\$ 147,827.73	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,062.11	\$ 615.95	\$ 146,765.63	\$ 112,323.00
132	11/1/2027	\$ 146,765.63	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,066.53	\$ 611.52	\$ 145,699.09	\$ 112,934.52
133	12/1/2027	\$ 145,699.09	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,070.98	\$ 607.08	\$ 144,628.12	\$ 113,541.60
134	1/1/2028	\$ 144,628.12	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,075.44	\$ 602.62	\$ 143,552.68	\$ 114,144.22
135	2/1/2028	\$ 143,552.68	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,079.92	\$ 598.14	\$ 142,472.76	\$ 114,742.35
136	3/1/2028	\$ 142,472.76	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,084.42	\$ 593.64	\$ 141,388.34	\$ 115,335.99
137	4/1/2028	\$ 141,388.34	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,088.94	\$ 589.12	\$ 140,299.40	\$ 115,925.11
138	5/1/2028	\$ 140,299.40	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,093.48	\$ 584.58	\$ 139,205.92	\$ 116,509.69
139	6/1/2028	\$ 139,205.92	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,098.03	\$ 580.02	\$ 138,107.89	\$ 117,089.71
140	7/1/2028	\$ 138,107.89	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,102.61	\$ 575.45	\$ 137,005.29	\$ 117,665.16
141	8/1/2028	\$ 137,005.29	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,107.20	\$ 570.86	\$ 135,898.08	\$ 118,236.02
142	9/1/2028	\$ 135,898.08	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,111.81	\$ 566.24	\$ 134,786.27	\$ 118,802.26
143	10/1/2028	\$ 134,786.27	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,116.45	\$ 561.61	\$ 133,669.82	\$ 119,363.87
144	11/1/2028	\$ 133,669.82	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,121.10	\$ 556.96	\$ 132,548.73	\$ 119,920.83
145	12/1/2028	\$ 132,548.73	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,125.77	\$ 552.29	\$ 131,422.96	\$ 120,473.11
146	1/1/2029	\$ 131,422.96	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,130.46	\$ 547.60	\$ 130,292.49	\$ 121,020.71
147	2/1/2029	\$ 130,292.49	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,135.17	\$ 542.89	\$ 129,157.32	\$ 121,563.59
148	3/1/2029	\$ 129,157.32	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,139.90	\$ 538.16	\$ 128,017.42	\$ 122,101.75
149	4/1/2029	\$ 128,017.42	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,144.65	\$ 533.41	\$ 126,872.77	\$ 122,633.16
150	5/1/2029	\$ 126,872.77	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,149.42	\$ 528.64	\$ 125,723.35	\$ 123,163.79
151	6/1/2029	\$ 125,723.35	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,154.21	\$ 523.85	\$ 124,569.14	\$ 123,687.64
152	7/1/2029	\$ 124,569.14	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,159.02	\$ 519.04	\$ 123,410.13	\$ 124,206.68
153	8/1/2029	\$ 123,410.13	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,163.85	\$ 514.21	\$ 122,246.28	\$ 124,720.89
154	9/1/2029	\$ 122,246.28	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,168.70	\$ 509.36	\$ 121,077.58	\$ 125,230.25
155	10/1/2029	\$ 121,077.58	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,173.57	\$ 504.49	\$ 119,904.02	\$ 125,734.74
156	11/1/2029	\$ 119,904.02	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,178.46	\$ 499.60	\$ 118,725.56	\$ 126,234.34
157	12/1/2029	\$ 118,725.56	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,183.37	\$ 494.69	\$ 117,542.19	\$ 126,729.03
158	1/1/2030	\$ 117,542.19	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,188.30	\$ 489.76	\$ 116,353.90	\$ 127,218.78
159	2/1/2030	\$ 116,353.90	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,193.25	\$ 484.81	\$ 115,160.65	\$ 127,703.59
160	3/1/2030	\$ 115,160.65	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,198.22	\$ 479.84	\$ 113,962.43	\$ 128,183.43
161	4/1/2030	\$ 113,962.43	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,203.21	\$ 474.84	\$ 112,759.21	\$ 128,658.27
162	5/1/2030	\$ 112,759.21	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,208.23	\$ 469.83	\$ 111,550.99	\$ 129,128.10
163	6/1/2030	\$ 111,550.99	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,213.26	\$ 464.80	\$ 110,337.73	\$ 129,592.90
164	7/1/2030	\$ 110,337.73	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,218.32	\$ 459.74	\$ 109,119.41	\$ 130,052.64
165	8/1/2030	\$ 109,119.41	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,223.39	\$ 454.66	\$ 107,896.02	\$ 130,507.30
166	9/1/2030	\$ 107,896.02	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,228.49	\$ 449.57	\$ 106,667.53	\$ 130,956.87
167	10/1/2030	\$ 106,667.53	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,233.61	\$ 444.45	\$ 105,433.92	\$ 131,401.32
168	11/1/2030	\$ 105,433.92	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,238.75	\$ 439.31	\$ 104,195.17	\$ 131,840.63
169	12/1/2030	\$ 104,195.17	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,243.91	\$ 434.15	\$ 102,951.26	\$ 132,274.77
170	1/1/2031	\$ 102,951.26	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,249.09	\$ 428.96	\$ 101,702.17	\$ 132,703.74
171	2/1/2031	\$ 101,702.17	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,254.30	\$ 423.76	\$ 100,447.87	\$ 133,127.49
172	3/1/2031	\$ 100,447.87	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,259.52	\$ 418.53	\$ 99,188.35	\$ 133,546.03
173	4/1/2031	\$ 99,188.35	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,264.77	\$ 413.28	\$ 97,923.58	\$ 133,959.31
174	5/1/2031	\$ 97,923.58	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,270.04	\$ 408.01	\$ 96,653.54	\$ 134,367.33

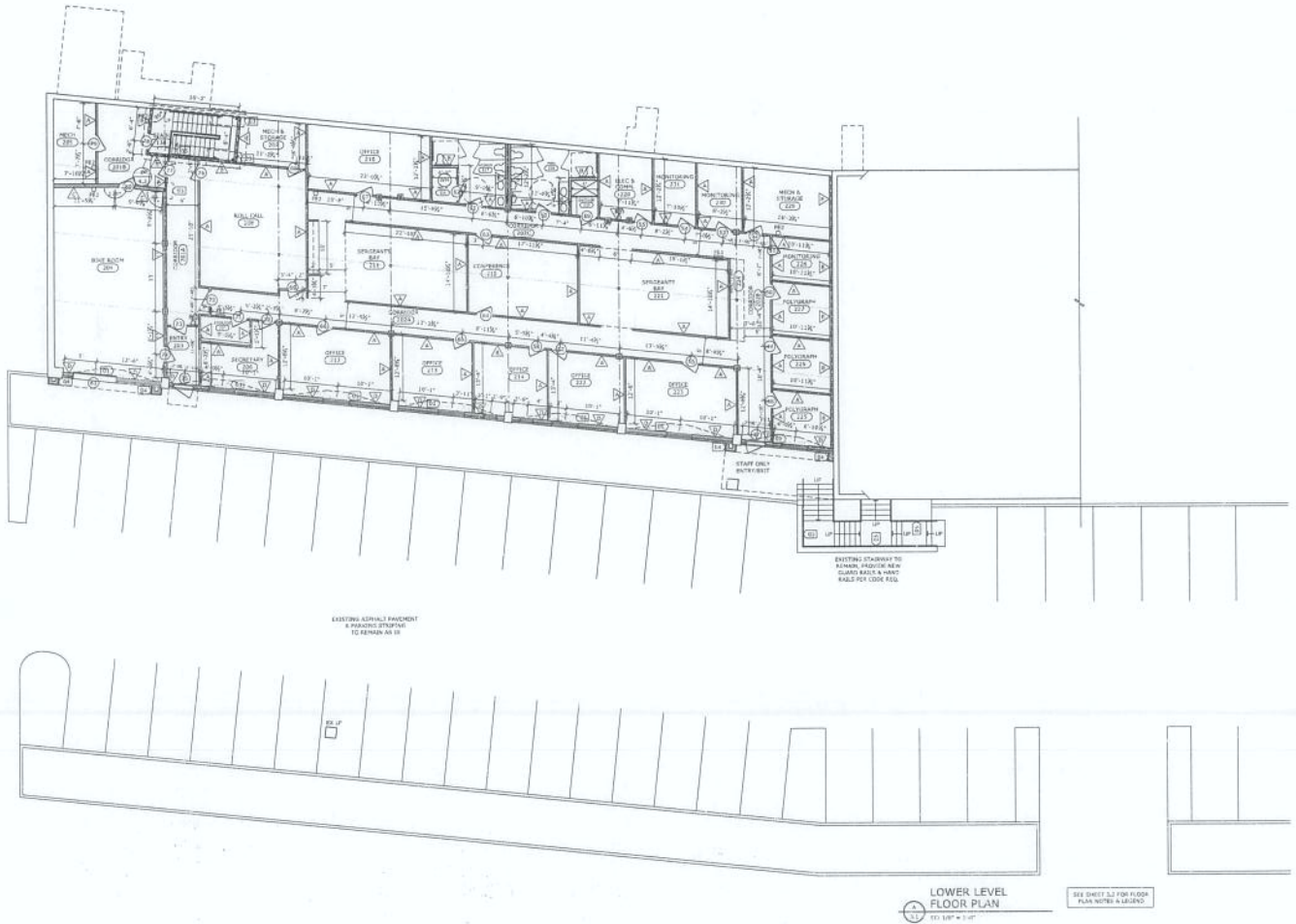


Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
175	6/1/2031	\$ 96,653.54	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,275.33	\$ 402.72	\$ 95,378.20	\$ 134,770.05
176	7/1/2031	\$ 95,378.20	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,280.65	\$ 397.41	\$ 94,097.56	\$ 135,167.46
177	8/1/2031	\$ 94,097.56	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,285.98	\$ 392.07	\$ 92,811.57	\$ 135,559.53
178	9/1/2031	\$ 92,811.57	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,291.34	\$ 386.71	\$ 91,520.23	\$ 135,946.25
179	10/1/2031	\$ 91,520.23	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,296.72	\$ 381.33	\$ 90,223.51	\$ 136,327.58
180	11/1/2031	\$ 90,223.51	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,302.12	\$ 375.93	\$ 88,921.39	\$ 136,703.51
181	12/1/2031	\$ 88,921.39	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,307.55	\$ 370.51	\$ 87,613.84	\$ 137,074.02
182	1/1/2032	\$ 87,613.84	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,313.00	\$ 365.06	\$ 86,300.84	\$ 137,439.08
183	2/1/2032	\$ 86,300.84	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,318.47	\$ 359.59	\$ 84,982.37	\$ 137,798.66
184	3/1/2032	\$ 84,982.37	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,323.96	\$ 354.09	\$ 83,658.40	\$ 138,152.76
185	4/1/2032	\$ 83,658.40	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,329.48	\$ 348.58	\$ 82,328.93	\$ 138,501.33
186	5/1/2032	\$ 82,328.93	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,335.02	\$ 343.04	\$ 80,993.91	\$ 138,844.37
187	6/1/2032	\$ 80,993.91	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,340.58	\$ 337.47	\$ 79,653.32	\$ 139,181.84
188	7/1/2032	\$ 79,653.32	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,346.17	\$ 331.89	\$ 78,307.16	\$ 139,513.73
189	8/1/2032	\$ 78,307.16	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,351.78	\$ 326.28	\$ 76,955.38	\$ 139,840.01
190	9/1/2032	\$ 76,955.38	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,357.41	\$ 320.65	\$ 75,597.97	\$ 140,160.66
191	10/1/2032	\$ 75,597.97	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,363.06	\$ 314.99	\$ 74,234.91	\$ 140,475.65
192	11/1/2032	\$ 74,234.91	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,368.74	\$ 309.31	\$ 72,866.16	\$ 140,784.96
193	12/1/2032	\$ 72,866.16	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,374.45	\$ 303.61	\$ 71,491.72	\$ 141,088.57
194	1/1/2033	\$ 71,491.72	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,380.17	\$ 297.88	\$ 70,111.54	\$ 141,386.46
195	2/1/2033	\$ 70,111.54	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,385.92	\$ 292.13	\$ 68,725.62	\$ 141,678.59
196	3/1/2033	\$ 68,725.62	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,391.70	\$ 286.36	\$ 67,333.92	\$ 141,964.94
197	4/1/2033	\$ 67,333.92	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,397.50	\$ 280.56	\$ 65,936.42	\$ 142,245.50
198	5/1/2033	\$ 65,936.42	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,403.32	\$ 274.74	\$ 64,533.10	\$ 142,520.24
199	6/1/2033	\$ 64,533.10	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,409.17	\$ 268.89	\$ 63,123.93	\$ 142,789.13
200	7/1/2033	\$ 63,123.93	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,415.04	\$ 263.02	\$ 61,708.89	\$ 143,052.14
201	8/1/2033	\$ 61,708.89	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,420.94	\$ 257.12	\$ 60,287.95	\$ 143,309.26
202	9/1/2033	\$ 60,287.95	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,426.86	\$ 251.20	\$ 58,861.10	\$ 143,560.46
203	10/1/2033	\$ 58,861.10	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,432.80	\$ 245.25	\$ 57,428.30	\$ 143,805.72
204	11/1/2033	\$ 57,428.30	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,438.77	\$ 239.28	\$ 55,989.52	\$ 144,045.00
205	12/1/2033	\$ 55,989.52	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,444.77	\$ 233.29	\$ 54,544.76	\$ 144,278.29
206	1/1/2034	\$ 54,544.76	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,450.79	\$ 227.27	\$ 53,093.97	\$ 144,505.56
207	2/1/2034	\$ 53,093.97	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,456.83	\$ 221.22	\$ 51,637.14	\$ 144,726.79
208	3/1/2034	\$ 51,637.14	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,462.90	\$ 215.15	\$ 50,174.24	\$ 144,941.94
209	4/1/2034	\$ 50,174.24	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,469.00	\$ 209.06	\$ 48,705.24	\$ 145,151.00
210	5/1/2034	\$ 48,705.24	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,475.12	\$ 202.94	\$ 47,230.12	\$ 145,353.94
211	6/1/2034	\$ 47,230.12	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,481.26	\$ 196.79	\$ 45,748.86	\$ 145,550.73
212	7/1/2034	\$ 45,748.86	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,487.44	\$ 190.62	\$ 44,261.42	\$ 145,741.35
213	8/1/2034	\$ 44,261.42	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,493.63	\$ 184.42	\$ 42,767.79	\$ 145,925.77
214	9/1/2034	\$ 42,767.79	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,499.86	\$ 178.20	\$ 41,267.93	\$ 146,103.97
215	10/1/2034	\$ 41,267.93	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,506.11	\$ 171.95	\$ 39,761.83	\$ 146,275.92
216	11/1/2034	\$ 39,761.83	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,512.38	\$ 165.67	\$ 38,249.44	\$ 146,441.60
217	12/1/2034	\$ 38,249.44	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,518.68	\$ 159.37	\$ 36,730.76	\$ 146,600.97
218	1/1/2035	\$ 36,730.76	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,525.01	\$ 153.04	\$ 35,205.75	\$ 146,754.01
219	2/1/2035	\$ 35,205.75	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,531.37	\$ 146.69	\$ 33,674.38	\$ 146,900.70
220	3/1/2035	\$ 33,674.38	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,537.75	\$ 140.31	\$ 32,136.64	\$ 147,041.01
221	4/1/2035	\$ 32,136.64	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,544.15	\$ 133.90	\$ 30,592.48	\$ 147,174.92



Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
222	5/1/2035	\$ 30,592.48	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,550.59	\$ 127.47	\$ 29,041.90	\$ 147,302.39
223	6/1/2035	\$ 29,041.90	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,557.05	\$ 121.01	\$ 27,484.85	\$ 147,423.39
224	7/1/2035	\$ 27,484.85	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,563.54	\$ 114.52	\$ 25,921.31	\$ 147,537.91
225	8/1/2035	\$ 25,921.31	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,570.05	\$ 108.01	\$ 24,351.26	\$ 147,645.92
226	9/1/2035	\$ 24,351.26	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,576.59	\$ 101.46	\$ 22,774.67	\$ 147,747.38
227	10/1/2035	\$ 22,774.67	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,583.16	\$ 94.89	\$ 21,191.51	\$ 147,842.28
228	11/1/2035	\$ 21,191.51	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,589.76	\$ 88.30	\$ 19,601.75	\$ 147,930.57
229	12/1/2035	\$ 19,601.75	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,596.38	\$ 81.67	\$ 18,005.37	\$ 148,012.25
230	1/1/2036	\$ 18,005.37	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,603.03	\$ 75.02	\$ 16,402.33	\$ 148,087.27
231	2/1/2036	\$ 16,402.33	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,609.71	\$ 68.34	\$ 14,792.62	\$ 148,155.61
232	3/1/2036	\$ 14,792.62	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,616.42	\$ 61.64	\$ 13,176.20	\$ 148,217.25
233	4/1/2036	\$ 13,176.20	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,623.16	\$ 54.90	\$ 11,553.04	\$ 148,272.15
234	5/1/2036	\$ 11,553.04	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,629.92	\$ 48.14	\$ 9,923.12	\$ 148,320.29
235	6/1/2036	\$ 9,923.12	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,636.71	\$ 41.35	\$ 8,286.41	\$ 148,361.63
236	7/1/2036	\$ 8,286.41	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,643.53	\$ 34.53	\$ 6,642.88	\$ 148,396.16
237	8/1/2036	\$ 6,642.88	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,650.38	\$ 27.68	\$ 4,992.51	\$ 148,423.84
238	9/1/2036	\$ 4,992.51	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,657.25	\$ 20.80	\$ 3,335.25	\$ 148,444.64
239	10/1/2036	\$ 3,335.25	\$ 1,678.06	\$ -	\$ 1,678.06	\$ 1,664.16	\$ 13.90	\$ 1,671.09	\$ 148,458.54
240	11/1/2036	\$ 1,671.09	\$ 1,678.06	\$ -	\$ 1,671.09	\$ 1,664.13	\$ 6.96	\$ -	\$ 148,465.50





EXISTING ASPHALT PAVEMENT  
& PARKING STRIP  
TO REMAIN AS IS

EXISTING STAIRS TO  
REMAIN, IN ADDITION NEW  
STAIRS W/ NEW  
RATED FIBER GLASS FLOOR

LOWER LEVEL  
FLOOR PLAN  
SEE SHEET 3.2 FOR FLOOR  
PLAN NOTES & LEGEND

LOWER LEVEL FLOOR PLAN

RENOVATION FOR  
**BC WOOD PROPERTIES**  
1020 INDUSTRY ROAD, LEXINGTON, KY 40505



3.1





**REFLECTED CEILING PLAN LEGEND:**

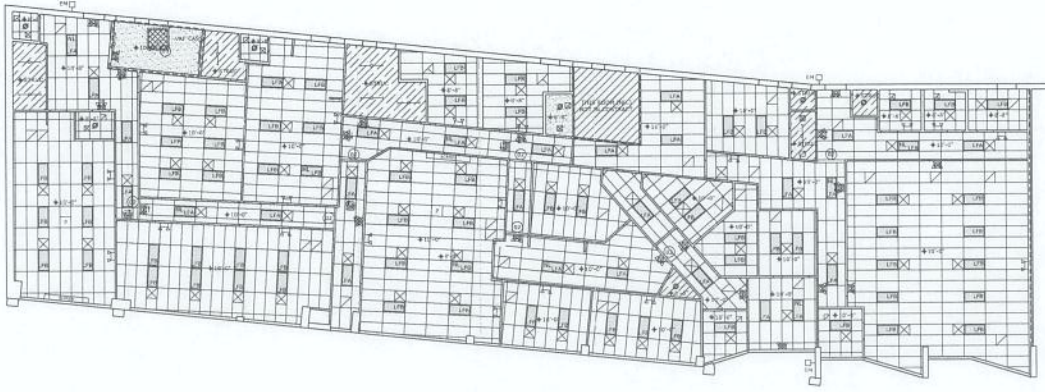
- CEILING:**
- 2x4 SUSPENDED ACOUSTICAL CEILING SYSTEM SUPPORTED FROM STRUCTURE ABOVE PROVIDE WHITE GRID MINIMIZE PLAT GRID TILL
  - 2x4 SUSPENDED ACOUSTICAL CEILING SYSTEM SUPPORTED FROM STRUCTURE ABOVE PROVIDE WHITE GRID MINIMIZE PLAT GRID TILL
  - INTERIOR DRY FIT PAINT CEILING OR SOFFIT OVER RETAIL FOOD SERVICE OR SUSPENDED FROM STRUCTURE ABOVE
  - 2x4 WOOD CEILING WITH AREA PAINT ALL EXPOSED STRUCTURE BLACK
  - FALSE RAISED PARTITION - EXTEND TO UNDERSIDE OF STEEL ABOVE, FIREPROOF IN ALL TRANSPORTATION, SEE FLOOR PLAN FOR ADDITIONAL INFO & NOTES

- MECHANICAL:**
- SUPPLY AIR DIFFUSER (CEIL. MTD)
  - RETURN AIR GRILLE (CEIL. MTD)
  - EXHAUST AIR GRILLE (CEIL. MTD)
  - SUPPLY AIR DIFFUSERS (DOOR WALL MTD)
  - RETURN AIR GRILLE (DOOR WALL MTD)
  - ELECTRIC HEATING
  - CEILING MTD SPRINKLER HEAD
  - FALSE WALL MTD SPRINKLER HEAD

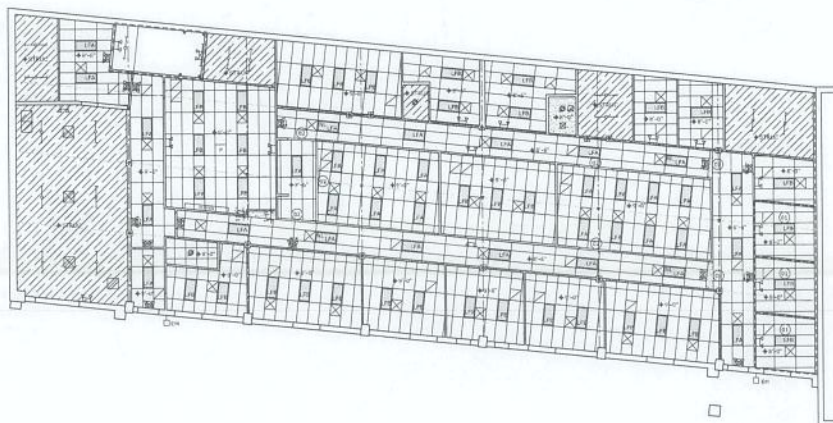
- ELECTRICAL:**
- 2x4 SUBSTRATE WITH LIGHT FIXTURE PROVIDE SUBSTRATE FOR THE FIXTURES. USE 1/2" GYP. USE 1/2" GYP. USE 1/2" GYP.
  - SURFACE MTD FIXTURE
  - WALL MTD FIXTURE EXTERIOR EMERGENCY TYPE
  - EXIT DOOR LIGHT FIXTURE (TWO-HEAD) EMERGENCY LIGHT FIXTURE CEILING, MINIMUM 1' X 1' X 1'
  - TWO HEAD EMERGENCY LIGHT FIXTURE, MINIMUM 1' X 1' X 1'
  - EMERGENCY LIGHT FIXTURE
  - NIGHT LIGHT FIXTURE
  - PENDANT MTD FIXTURE, PROVIDE SUPPORT TO STRUCTURE ABOVE AS REQUIRED
  - SCREEN - MINIMIZE PROJECTION OVER WALL MTD. PROVIDE FOR LOCATION OF SCREEN DATA. SCREEN IS MTD TO BE PROVIDED BY CONTRACTOR.

- GENERAL CEILING NOTES:**
- REFER TO ELECTRICAL & MECH SHEETS FOR FIXTURE TYPES
  - NOTICE & REPAIR ANY EXISTING FINISHES PRIOR TO INSTALLATION OF CHANGED SURFING CONSTRUCTION, PAINT AS NECESSARY
  - REMOVE METAL L-SHEDS & CALUMS TYPICAL AT ALL DOOR AND WALLS & CORNERS THAT NOT CONCRETE AND/OR MASONRY
  - PAINT ALL EXPOSED FRAMING TO STRUCTURE AS NECESSARY WITH FINISHES TO CORRESPOND TO ROOM
  - PAINT ALL EXPOSED FRAMING AT ALL WOOD BEAMS & STONE ROOF
  - REFER TO LAYOUT SCHEDULE IN STRUCTURAL DRAWINGS FOR EXISTING AND NEW LIGHTING FIXTURES, PROVIDE A CHECKLIST OF EXISTING, PHYSICAL, WHETHER NOTED IN DETAIL, A PLAN, DRAWING OR NOT
  - REMOVE LIGHT FIXTURES FOR SPRINKLER SYSTEM & FIRE PROTECTION (CHECK PLAN SHEETS)

- REFLECTED CEILING PLAN NOTES:**
- REMOVE EXISTING FIXTURES ABOVE CEILING AT EACH FLOOR PLAN INDICATED
  - DO NOT CUT - HAZARD IN 2x4 AFF. SUPPORT MUST BE PROVIDED FROM STEEL BEAMS
  - REMOVE (1) 1x4x4x4 CEILING AT BUSSES (STAIRWAY, LLD BEHAVIOR) PUMP SYSTEM & SEE ENLARGED DETAIL
  - REMOVE (1) 1x4x4x4 CEILING ABOVE HALLS TO MAKE CEILING STRUCTURE, COORDINATE LOCATION W/EXISTING STRUCTURE ABOVE



UPPER LEVEL REFLECTED CEILING PLAN  
SCALE: 1/8" = 1'-0"



LOWER LEVEL REFLECTED CEILING PLAN  
SCALE: 1/8" = 1'-0"



REFLECTED CEILING PLANS  
RENOVATION FOR  
**BC WOOD PROPERTIES**  
1020 INDUSTRY ROAD, LEXINGTON, KY 40505













## EXHIBIT C

### REGULATIONS CONCERNING SIGN CRITERIA

Within 15 days after full Lease execution, Tenant shall submit to Landlord two sets of drawings for all proposed signage. The drawings shall clearly show location of the sign on the storefront elevation, graphics, colors and materials. No signs of any type or description shall be erected, placed or painted in or about the Premises except those signs submitted to Landlord in writing and approved by Landlord in writing, and which signs are in conformity with all applicable laws, regulations, codes and ordinances and in conformity with Landlord's sign criteria as stated below (including without limitation restrictions on duration of posting of sale signs or other signs by Tenant) established for the Center. Landlord reserves the right to remove, at Tenant's expense, all signs other than signs approved in writing by Landlord under this Exhibit C, without notice to Tenant and without liability to Tenant for any damages sustained by Tenant as a result thereof, and Tenant shall repair any damage caused by such removal. Tenant shall have 90 days from the Possession Date in which to install approved signage on the building façade or Tenant shall be deemed in default. Nothing in this Lease shall be read to guarantee Tenant any space on the Center pylon sign(s).

Signs shall be furnished and installed by Tenant according to the following:

- All Tenant signage on building façade shall be individual lighted channel letters. Letter style to be Tenant's choice.
- The spacing utilizing the full signage width allowance would be space 2 inches in from each side of the Premises.
- Care should be taken to prevent damage to the façade during sign erection.
- Signage shall be installed in a manner so as not to create leaks through penetrations of the façade.
- Sign contractor shall be responsible for making electrical connection of sign where electrical is provided within six inches of sign, or coordinating connection with Tenant's electrical contractor.
- All sign installation shall meet applicable codes.
- All permits and licenses for sign installation shall be the responsibility of Tenant or sign contractor.
- Tenant shall submit sign layout to Landlord for approval prior to its fabrication and installation.
- If during the Term of the Lease, Tenant shall change any sign (with Landlord's express written permission) Tenant shall, in conjunction with the new sign installation, repair any damage to the façade caused by Tenant's previous sign installation.
- If within 15 days of vacating the Premises, Tenant fails to remove its signage and repair any damage caused to the façade by such removal, Landlord has the right to remove the signage at Tenant's expense.

(End of Exhibit C)

**EXHIBIT D**

**RULES AND REGULATIONS**

TENANT agrees that:

All garbage and refuse shall be stored in the type of container specified by Landlord and shall be placed at the location within or adjacent to the Premises designated by Landlord, for collection (at times specified by Landlord) by contractors, as may from time to time be designated by Landlord as part of common area maintenance. In the event the contractor or municipality providing collection does not provide containers or does so only at a charge to the user, Tenant shall pay for the cost of obtaining any necessary garbage containers or dumpsters. Tenant shall store soiled or dirty linen in approved fire rating organization metal containers with self-closing fusible link covers.

Tenant shall keep the area immediately adjoining the Premises and at the rear of the Premises, including any dock areas, clean and free from dirt and rubbish, and Tenant shall not place, suffer or permit any obstruction or merchandise in such areas.

The plumbing, electrical and other facilities within or serving the Premises shall not be used for any purposes other than for which they were construed, and no foreign substances of any kind shall be thrown therein.

Tenant shall employ, at Tenant's expense, a pest extermination contractor to service the Premises at such intervals as Landlord may require within reason.

Tenant shall keep the Premises at all times at a temperature sufficiently high to prevent the freezing of water in pipes and fixtures.

With the exception of service animals, tenant shall not permit, keep or maintain any pets within the Premises other than active duty police K-9s on a temporary basis. Police K-9s may not be permanently kenneled in Premises.

Tenant shall not cause or permit any noise or noxious odor to emanate from the Premises nor cause any such noise or odor within any common areas of the Premises.

Landlord may, at Landlord's option, amend or add new rules and regulations for the use and care of the Premises, the building of which the Premises forms a part and the common areas of the Center.

(End of Exhibit D)



**EXHIBIT E**

**LEASE DATES AGREEMENT**

THIS AGREEMENT CONCERNING POSSESSION, COMMENCEMENT AND TERMINATION DATES (the "Agreement") between Eastland Legacy Center, LLC d/b/a Eastland Shopping Center (the "Landlord") and Lexington-Fayette Urban County Government (the "Tenant").

1. On November 15, 2016, Landlord and Tenant entered into a Lease (the "Lease") covering certain premises located in Lexington, Kentucky (the "Premises"), all as more particularly described in the Lease.
2. In accordance with Section 3.1 of the Lease, Landlord and Tenant are executing, acknowledging and delivering this Agreement for the purpose of specifying the possession, commencement and termination dates of the initial term of the Lease (the "Lease Term").
3. The dates have been determined as follows:
  - a. Possession Date:
  - b. Lease Commencement Date:
  - c. Fixed Base Rent Commencement Date:
  - d. Lease Expiration Date:
4. Upon Lease Commencement, Tenant's total monthly payment due to Landlord shall be \$18,153.29, which amount includes Fixed Base Rent in the amount of \$14,178.33, Fixed Retrofit Contribution of \$1,678.06, and Additional Rent for Tenant's pro-rata share of estimated CAM, Real Estate Taxes, and Insurance in the amount of \$2,296.90.
5. Tenant's first total monthly payment of \$\_\_\_\_\_ shall be due on or before \_\_\_\_\_, 20\_\_.

*Remainder of this page left intentionally blank. Signature page follows.*

Landlord and Tenant have executed this Lease Dates Agreement effective \_\_\_\_\_, 20\_\_.

**LANDLORD:**  
**Eastland Legacy Center, LLC**  
**d/b/a Eastland Shopping Center**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TENANT:**  
**Lexington-Fayette Urban County Government**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(End of Exhibit E)