

THIS LEASE, made and entered into this _____ day of _____ by and between **WINMAR CORPORATION**, Suite 208 - Bakhaus Building, 1500 Leestown Road, Lexington, Kentucky 40511, party of the first part, hereinafter referred to as **Landlord**, and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 E. Main Street, Lexington, KY, 40507, party of the second part, hereinafter referred to as **Tenant**,

WITNESSETH:

That the Landlord leases to the **Tenant** and the **Tenant** hereby hires from the Landlord for five (5) year term commencing on July 1, 2021 and ending on June 30, 2026. Additional five (5) one (1) year terms to automatically rollover at the end of the initial term.

Tate Building
RENTAL PAYMENT SCHEDULE:

The proposed Annual and Monthly lease payments are provided in **EXHIBITS A & B**

Such rent being payable in advance on the first day of each and every month of the term, for the property described as:

Suite # 200

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. RENT:

Tenant shall pay the rent as above and hereafter provided per **Exhibit B**.

2. OCCUPANCY:

Tenant shall use and occupy the demised premises for the following purposes and no others:

General Office, Clinic and Pharmacy Services

3. ALTERATIONS, ETC. :

Tenant shall make no alterations to the leased premises without the prior written consent of the **Landlord**. All alterations, decorations, installations, additions or improvements upon the demised made by either party, including, but not limited to, paneling, partitions, railings and the like, shall, unless **Landlord** elects otherwise, become the property of the **Landlord** and remain upon the demised premises as a part thereof at the end of the term or any extension thereof. In the event the **Landlord** shall elect otherwise such alterations, additions or improvements as the **Tenant** may have made shall, to the extent directed by the **Landlord**, be removed by the **Tenant** and the **Tenant** shall restore the premises to the original conditions prior to the expiration of the term and at the cost of the **Tenant**.

4. **REPAIRS :**

Tenant shall take good care of the demised premises. All damages or injury thereto caused by the **Tenant** or agents, servants, employees, invitees or licensees of the **Tenant**, shall be restored promptly by the **Tenant** at the cost of the **Tenant** and to the satisfaction of the **Landlord**. If the **Tenant** shall fail to make such repair and restoration the same may be made by the **Landlord** at the expense of the **Tenant** and collectible as additional rent within five (5) days after rendition of a bill or statement therefore.

5. **REQUIREMENT BY LAW, FIRE INSURANCE:**

Tenant shall comply with all laws and regulations which shall be applicable to the demised premises for the use thereof and the **Tenant** shall not do or permit to be done any act or thing on the premises which would invalidate insurance policies covering the building containing the demised premises or increased the insurance rates upon said building. In the event insurance rates on said building shall be increased on account of anything done by the **Tenant**, the **Tenant** shall pay to the **Landlord** the amount of such increases within five (5) days of notice of such increase. Such payment, however, and acceptance of such payment shall not be deemed a waiver of any other rights granted the **Landlord** thereunder, including the right to terminate the lease. The **Tenant** shall not allow on the leased premises any objectionable odors in the demised premises.

6. **PROPERTY LOSS-DAMAGE-REIMBURSEMENT:**

The **Landlord** shall not be liable for any damage to property of the **Tenant** or others entrusted to employees of the building containing the demised premises nor for loss or damage to such property by theft or otherwise. The **Landlord** shall not be liable for injuries or damage to person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the building containing the demised premises or any other cause whatsoever unless due to the negligence of the **Landlord**; nor shall the **Landlord** be liable for any such damage caused by other of its **Tenants** or other persons in its building nor shall the **Landlord** be liable for any latent defect in the demised premises or in the building of which they form a part. The **Tenant** shall indemnify the **Landlord**, for, and hold the **Landlord** harmless and free from damages sustained by person or property on the demised premises or on account of the use of the demised premises, to the extent allowable by law.

7. **DESTRUCTION-FIRE OR OTHER CAUSE:**

If the demised premises or the building containing the demised premises shall be damaged by fire or other casualty, within thirty (30) days of such damage, the **Landlord** may elect to terminate this lease as of such damage and have no further liability to the **Tenant** by giving notice in writing to the **Tenant** of such termination. In the event of such damage if the **Landlord** does not terminate the lease, it shall restore the demised premises or so much of the building containing said premises as may be necessary for the use of the demised premises within a reasonable period of time. In the event of restoration as provided above, it shall be at the cost of the **Landlord**, and the rent or a just and proportionate part thereof shall be abated until such restoration unless said damage was caused by the acts or neglect of the **Tenant** or servants, agents, employees, licensees or invitees of the **Tenant**, in which later event there shall be no abatement of rent and the **Landlord** shall be fully reimbursed by the **Tenant** for such restoration.

8. EMINENT DOMAIN:

If the whole or part of the demised premises, or so much of the building containing the demised premises as to make the demised premises unusable shall be taken by eminent domain, the terms of the lease shall cease and terminate as of such taking and the **Tenant** shall have no claim against the **Landlord** for the value of any unexpired term of the lease nor any claim to any sums awarded for such taking.

9. ASSIGNMENT

The **Tenant** shall not assign or sublet the demised premises in whole or in part without the consent in writing of the **Landlord**, which consent shall not unreasonably be withheld.

10. ACCESS:

The **Landlord** shall have the right to enter the demised premises at any and all reasonable times for the purpose of inspecting the same and making such repairs and alterations as it may deem necessary or appropriate.

11. DEFAULT:

If the **Tenant** shall be in default in the payment of any installment of rent or a period of twenty (20) days; or if the **Tenant** shall remain in default in the performance of any other condition of the lease for ten (10) days after the **Landlord** gives notice to correct the same, then on the happening of either of said events the **Landlord** may terminate this lease and retake the demised premises without further notice.

12. END OF TERM:

Notify **Landlord** 120 days prior to end of lease term, if **Tenant** wishes to renew lease. On the expiration of the term of this lease or any extension thereof the **Tenant** shall surrender the demised premises to the **Landlord** broom clean in good order and condition, ordinary wear expected, and **Tenant** shall remove all of its property. In the event the **Tenant** holds over beyond the terms of the lease or any written extension thereof, such holding over regardless of its duration shall be deemed to be on a month to month basis and during such holding over the **Tenant** shall observe and perform all conditions of the lease.

13. QUIET ENJOYMENT:

The **Tenant** upon observing all conditions of the lease may peaceably and quietly enjoy the demised premises. The premises shall not be used in such a manner that, for any reason, creates a nuisance or undo disturbance to the remaining tenants of the building.

14. WAIVER:

No provision of this lease shall be deemed waived unless such waiver be in writing and signed by the **Landlord**. No acceptance of rent or other payment by the **Landlord** shall be deemed a waiver of any condition of this lease or a waiver of any right of the **Landlord** to repossess the demised premises.

15. NOTICES:

A notice shall be deemed to have been given to the **Landlord** when delivered to it at the address first above written or such other location as the **Landlord** may direct. A notice shall be deemed given to the **Tenant** when delivered to the demised premises or mailed postage prepaid to the last address of the **Tenant**.

16. ELEVATORS, HEAT, CLEANING:

The **Landlord** shall (a) provide necessary elevator facilities; (b) furnish heat to the demised premises and air conditioning in the appropriate season; (c) furnish water and electric current; (d) at **Landlord's** expense furnish all janitorial service necessary to keep the demised premises clean and orderly.

The **Landlord** reserves the right to stop service of the heating, air conditioning, elevator, plumbing, and electrical systems when necessary, by reason of accident, or emergency, or for repairs, alterations, replacement or improvements in the judgment of the **Landlord** until said repairs, alteration, replacements or improvement, shall have been completed. **Landlord** shall have no responsibility, or liability for failure to supply heat, air conditioning, elevator, plumbing and electrical service, when prevented from doing so by strike, accidents or by any cause beyond **Landlord's** control.

17. CAPTIONS:

Captions are inserted only for convenience and in no way define, limit or describe the scope of this lease or any provision thereof.

18. SUCCESSORS:

This lease shall be binding upon each of the parties and its successors, assigns, heirs, next of kin and personal representatives.

19. RULES AND REGULATIONS:

The **Tenant** at all times shall observe and comply with all regulations of the **Landlord** pertaining to the building.

20. OTHER CONDITIONS:

Fit-up Cost & Amortization: Landlord agrees to pay upfront construction/remodeling cost for the purpose of Tenants employee wellness center and additional office space on first floor. Tenant will repay Landlord per the amortization schedule of Exhibit B. The annual base lease cost will include amortized fit up costs for the initial five (5) year term per Exhibits A and A1. At completion of the initial five (5) year term amortization cost will expire and the annual base lease cost at year six (6) will commence. The extent of the agreed upon fitups is presented in EXHIBIT C. The Tenant shall pay to the Landlord a lump sum of **\$ 34,191.00** as mutually agreed upon as its share of the first floor renovations (refereed to as the old FBI area) for the construction work as noted in EXHIBIT D.

21. PARKING:

The Landlord will be responsible for providing adequate well maintained parking including any adjustments needed by Law including but not limited to ADA regulations as noted in EXHIBIT E.

EXHIBIT A – Lease Area, Terms and Unit Costs

Address: **125 Lisle Industrial**

| Item | Value |
|--|------------------|
| GSF Leased | 7,648 |
| Unit Lease Cost | \$15.95 |
| Annual Base Lease Cost | \$121,986 |
| Base Term (Yr.) | 5 |
| Additional Annual Term(s) (Yr.) | 5 |
| Yr. 1 - Lease Cost | \$121,986 |
| Yr. 2 - Lease Cost | \$121,986 |
| Yr. 3 - Lease Cost | \$121,986 |
| Yr. 4 - Lease Cost | \$124,425 |
| Yr. 5 - Lease Cost | \$126,914 |
| Fit Up - By Landlord | |
| Estimated Fitup Cost Budgeted at \$/GSF/Yr. Amortized over 5 years. | |
| Fit Up Unit Cost (\$/GSF) | \$42.50 |
| Upfront Capital Investment | \$325,040.00 |
| Finance Cost (%) | 5.00% |
| Annual Amortization for 5 Yrs. | \$73,600.00 |
| Added to the Base Rate (19/1) | \$9.62 |
| Adjusted Base Rate For the first 5 years | \$25.57 |

EXHIBIT A-1 Amortization Table for the Fitup Costs

| No. | Payment Date | Beginning Balance | Payment | Principal | Interest | Ending Balance |
|-----|--------------|-------------------|-------------|-------------|-------------|----------------|
| 1 | 2/1/2021 | \$ 325,000.00 | \$ 6,133.15 | \$ 4,778.98 | \$ 1,354.17 | \$ 320,221.02 |
| 2 | 3/1/2021 | \$ 320,221.02 | \$ 6,133.15 | \$ 4,798.90 | \$ 1,334.25 | \$ 315,422.12 |
| 3 | 4/1/2021 | \$ 315,422.12 | \$ 6,133.15 | \$ 4,818.89 | \$ 1,314.26 | \$ 310,603.23 |
| 4 | 5/1/2021 | \$ 310,603.23 | \$ 6,133.15 | \$ 4,838.97 | \$ 1,294.18 | \$ 305,764.26 |
| 5 | 6/1/2021 | \$ 305,764.26 | \$ 6,133.15 | \$ 4,859.13 | \$ 1,274.02 | \$ 300,905.12 |
| 6 | 7/1/2021 | \$ 300,905.12 | \$ 6,133.15 | \$ 4,879.38 | \$ 1,253.77 | \$ 296,025.74 |
| 7 | 8/1/2021 | \$ 296,025.74 | \$ 6,133.15 | \$ 4,899.71 | \$ 1,233.44 | \$ 291,126.03 |
| 8 | 9/1/2021 | \$ 291,126.03 | \$ 6,133.15 | \$ 4,920.13 | \$ 1,213.03 | \$ 286,205.91 |
| 9 | 10/1/2021 | \$ 286,205.91 | \$ 6,133.15 | \$ 4,940.63 | \$ 1,192.52 | \$ 281,265.28 |
| 10 | 11/1/2021 | \$ 281,265.28 | \$ 6,133.15 | \$ 4,961.21 | \$ 1,171.94 | \$ 276,304.07 |
| 11 | 12/1/2021 | \$ 276,304.07 | \$ 6,133.15 | \$ 4,981.88 | \$ 1,151.27 | \$ 271,322.18 |
| 12 | 1/1/2022 | \$ 271,322.18 | \$ 6,133.15 | \$ 5,002.64 | \$ 1,130.51 | \$ 266,319.54 |
| 13 | 2/1/2022 | \$ 266,319.54 | \$ 6,133.15 | \$ 5,023.49 | \$ 1,109.66 | \$ 261,296.06 |
| 14 | 3/1/2022 | \$ 261,296.06 | \$ 6,133.15 | \$ 5,044.42 | \$ 1,088.73 | \$ 256,251.64 |
| 15 | 4/1/2022 | \$ 256,251.64 | \$ 6,133.15 | \$ 5,065.44 | \$ 1,067.72 | \$ 251,186.20 |
| 16 | 5/1/2022 | \$ 251,186.20 | \$ 6,133.15 | \$ 5,086.54 | \$ 1,046.61 | \$ 246,099.66 |
| 17 | 6/1/2022 | \$ 246,099.66 | \$ 6,133.15 | \$ 5,107.74 | \$ 1,025.42 | \$ 240,991.93 |
| 18 | 7/1/2022 | \$ 240,991.93 | \$ 6,133.15 | \$ 5,129.02 | \$ 1,004.13 | \$ 235,862.91 |
| 19 | 8/1/2022 | \$ 235,862.91 | \$ 6,133.15 | \$ 5,150.39 | \$ 982.76 | \$ 230,712.52 |
| 20 | 9/1/2022 | \$ 230,712.52 | \$ 6,133.15 | \$ 5,171.85 | \$ 961.30 | \$ 225,540.67 |
| 21 | 10/1/2022 | \$ 225,540.67 | \$ 6,133.15 | \$ 5,193.40 | \$ 939.75 | \$ 220,347.27 |
| 22 | 11/1/2022 | \$ 220,347.27 | \$ 6,133.15 | \$ 5,215.04 | \$ 918.11 | \$ 215,132.24 |
| 23 | 12/1/2022 | \$ 215,132.24 | \$ 6,133.15 | \$ 5,236.77 | \$ 896.38 | \$ 209,895.47 |
| 24 | 1/1/2023 | \$ 209,895.47 | \$ 6,133.15 | \$ 5,258.59 | \$ 874.56 | \$ 204,636.88 |
| 25 | 2/1/2023 | \$ 204,636.88 | \$ 6,133.15 | \$ 5,280.50 | \$ 852.65 | \$ 199,356.38 |
| 26 | 3/1/2023 | \$ 199,356.38 | \$ 6,133.15 | \$ 5,302.50 | \$ 830.65 | \$ 194,053.89 |
| 27 | 4/1/2023 | \$ 194,053.89 | \$ 6,133.15 | \$ 5,324.59 | \$ 808.56 | \$ 188,729.29 |
| 28 | 5/1/2023 | \$ 188,729.29 | \$ 6,133.15 | \$ 5,346.78 | \$ 786.37 | \$ 183,382.51 |
| 29 | 6/1/2023 | \$ 183,382.51 | \$ 6,133.15 | \$ 5,369.06 | \$ 764.09 | \$ 178,013.46 |
| 30 | 7/1/2023 | \$ 178,013.46 | \$ 6,133.15 | \$ 5,391.43 | \$ 741.72 | \$ 172,622.03 |
| 31 | 8/1/2023 | \$ 172,622.03 | \$ 6,133.15 | \$ 5,413.89 | \$ 719.26 | \$ 167,208.14 |
| 32 | 9/1/2023 | \$ 167,208.14 | \$ 6,133.15 | \$ 5,436.45 | \$ 696.70 | \$ 161,771.69 |
| 33 | 10/1/2023 | \$ 161,771.69 | \$ 6,133.15 | \$ 5,459.10 | \$ 674.05 | \$ 156,312.58 |
| 34 | 11/1/2023 | \$ 156,312.58 | \$ 6,133.15 | \$ 5,481.85 | \$ 651.30 | \$ 150,830.73 |
| 35 | 12/1/2023 | \$ 150,830.73 | \$ 6,133.15 | \$ 5,504.69 | \$ 628.46 | \$ 145,326.04 |
| 36 | 1/1/2024 | \$ 145,326.04 | \$ 6,133.15 | \$ 5,527.63 | \$ 605.53 | \$ 139,798.42 |
| 37 | 2/1/2024 | \$ 139,798.42 | \$ 6,133.15 | \$ 5,550.66 | \$ 582.49 | \$ 134,247.76 |
| 38 | 3/1/2024 | \$ 134,247.76 | \$ 6,133.15 | \$ 5,573.79 | \$ 559.37 | \$ 128,673.98 |
| 39 | 4/1/2024 | \$ 128,673.98 | \$ 6,133.15 | \$ 5,597.01 | \$ 536.14 | \$ 123,076.97 |
| 40 | 5/1/2024 | \$ 123,076.97 | \$ 6,133.15 | \$ 5,620.33 | \$ 512.82 | \$ 117,456.64 |
| 41 | 6/1/2024 | \$ 117,456.64 | \$ 6,133.15 | \$ 5,643.75 | \$ 489.40 | \$ 111,812.89 |
| 42 | 7/1/2024 | \$ 111,812.89 | \$ 6,133.15 | \$ 5,667.26 | \$ 465.89 | \$ 106,145.62 |
| 43 | 8/1/2024 | \$ 106,145.62 | \$ 6,133.15 | \$ 5,690.88 | \$ 442.27 | \$ 100,454.75 |
| 44 | 9/1/2024 | \$ 100,454.75 | \$ 6,133.15 | \$ 5,714.59 | \$ 418.56 | \$ 94,740.16 |
| 45 | 10/1/2024 | \$ 94,740.16 | \$ 6,133.15 | \$ 5,738.40 | \$ 394.75 | \$ 89,001.76 |
| 46 | 11/1/2024 | \$ 89,001.76 | \$ 6,133.15 | \$ 5,762.31 | \$ 370.84 | \$ 83,239.45 |
| 47 | 12/1/2024 | \$ 83,239.45 | \$ 6,133.15 | \$ 5,786.32 | \$ 346.83 | \$ 77,453.13 |
| 48 | 1/1/2025 | \$ 77,453.13 | \$ 6,133.15 | \$ 5,810.43 | \$ 322.72 | \$ 71,642.70 |
| 49 | 2/1/2025 | \$ 71,642.70 | \$ 6,133.15 | \$ 5,834.64 | \$ 298.51 | \$ 65,808.06 |
| 50 | 3/1/2025 | \$ 65,808.06 | \$ 6,133.15 | \$ 5,858.95 | \$ 274.20 | \$ 59,949.11 |
| 51 | 4/1/2025 | \$ 59,949.11 | \$ 6,133.15 | \$ 5,883.36 | \$ 249.79 | \$ 54,065.74 |
| 52 | 5/1/2025 | \$ 54,065.74 | \$ 6,133.15 | \$ 5,907.88 | \$ 225.27 | \$ 48,157.87 |
| 53 | 6/1/2025 | \$ 48,157.87 | \$ 6,133.15 | \$ 5,932.49 | \$ 200.66 | \$ 42,225.37 |
| 54 | 7/1/2025 | \$ 42,225.37 | \$ 6,133.15 | \$ 5,957.21 | \$ 175.94 | \$ 36,268.16 |
| 55 | 8/1/2025 | \$ 36,268.16 | \$ 6,133.15 | \$ 5,982.03 | \$ 151.12 | \$ 30,286.13 |
| 56 | 9/1/2025 | \$ 30,286.13 | \$ 6,133.15 | \$ 6,006.96 | \$ 126.19 | \$ 24,279.17 |
| 57 | 10/1/2025 | \$ 24,279.17 | \$ 6,133.15 | \$ 6,031.99 | \$ 101.16 | \$ 18,247.18 |
| 58 | 11/1/2025 | \$ 18,247.18 | \$ 6,133.15 | \$ 6,057.12 | \$ 76.03 | \$ 12,190.06 |
| 59 | 12/1/2025 | \$ 12,190.06 | \$ 6,133.15 | \$ 6,082.36 | \$ 50.79 | \$ 6,107.70 |
| 60 | 1/1/2026 | \$ 6,107.70 | \$ 6,133.15 | \$ 6,107.70 | \$ 25.45 | \$ (0.00) |

EXHIBIT B – Annual Monthly Lease Payment

| 10 Year Projected Lease Payments | | | | | | |
|---|--------------------------------|--|---|--|---|--|
| Yr. | Base Unit Cost (\$/Yr./GSF) | Amortized Fit Up Unit Cost (\$/Yr./GSF) | Adjusted Unit Cost \$/GSF/Yr. (Yrs. 1-5) | Total Annual Lease Cost (\$/Yr.) | Monthly Lease Payment (\$/Month) | Escalation Factor Base Lease Rate Only(%) |
| Yr. 1 | \$15.95 | \$9.62 | \$25.57 | \$195,586 | \$16,298.80 | 0% |
| Yr. 2 | \$15.95 | \$9.62 | \$25.57 | \$195,586 | \$16,298.80 | 0% |
| Yr. 3 | \$15.95 | \$9.62 | \$25.57 | \$195,586 | \$16,298.80 | 0% |
| Yr. 4 | \$16.27 | \$9.62 | \$25.89 | \$198,025 | \$16,502.11 | 2% |
| Yr. 5 | \$16.59 | \$9.62 | \$26.22 | \$200,514 | \$16,709.48 | 2% |
| Yr. 6 | \$16.93 | \$0.00 | \$16.93 | \$129,452 | \$10,787.67 | 2% |
| Yr. 7 | \$17.26 | \$0.00 | \$17.26 | \$132,041 | \$11,003.43 | 2% |
| Yr. 8 | \$17.61 | \$0.00 | \$17.61 | \$134,682 | \$11,223.50 | 2% |
| Yr. 9 | \$17.96 | \$0.00 | \$17.96 | \$137,376 | \$11,447.97 | 2% |
| Yr. 10 | \$18.32 | \$0.00 | \$18.32 | \$140,123 | \$11,676.93 | 2% |

EXHIBIT C – Proposed Fitup Project Scope

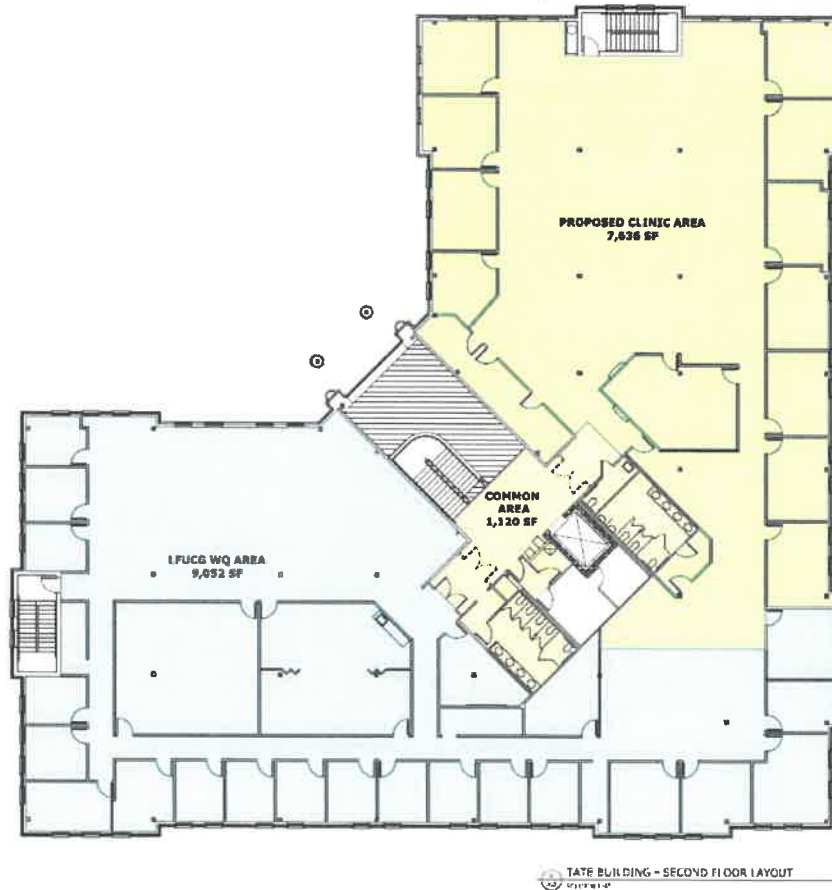
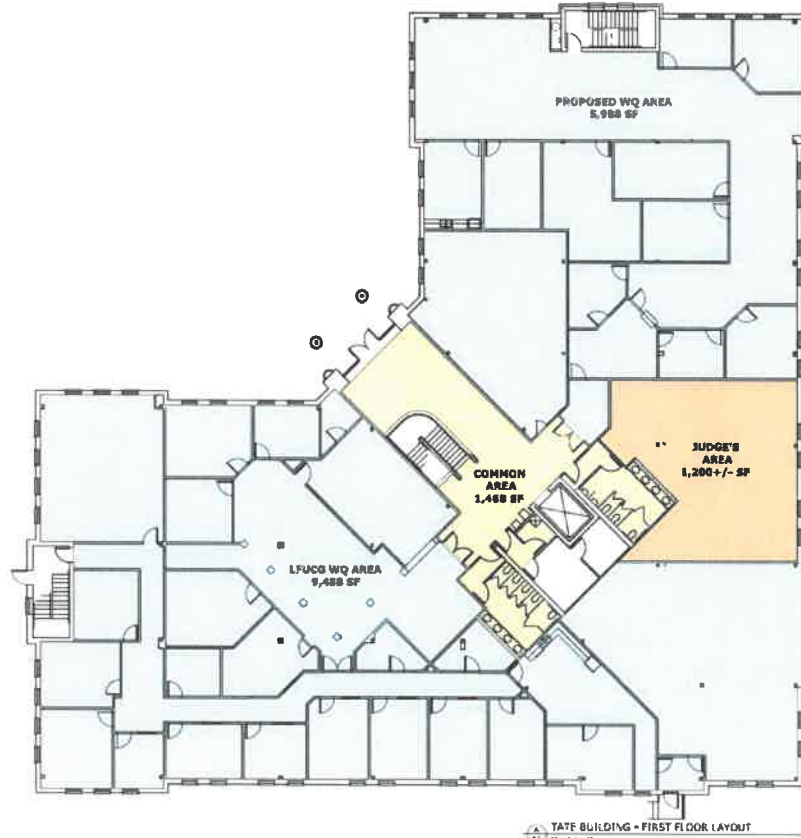
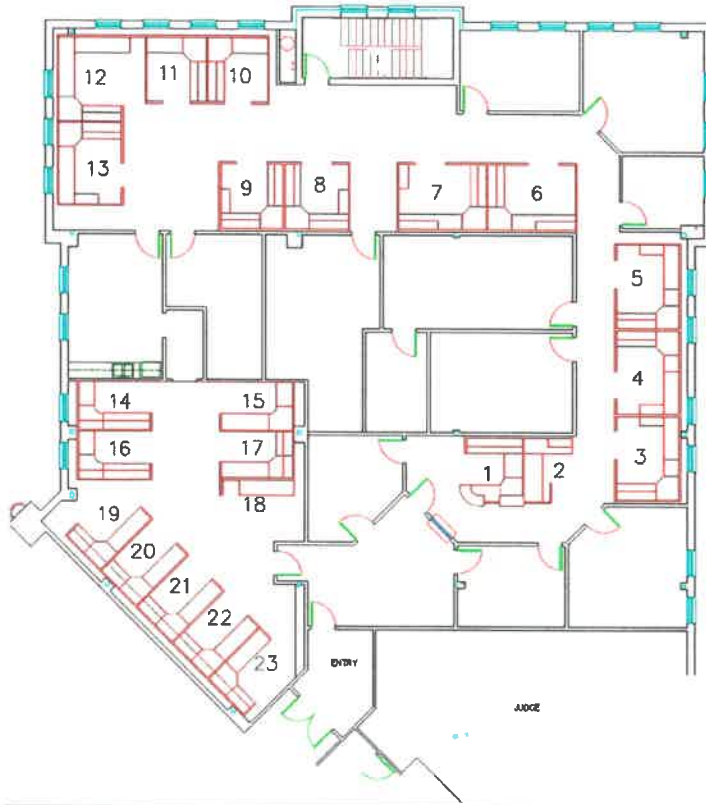


EXHIBIT 'D'

First Floor Existing Floor Plan



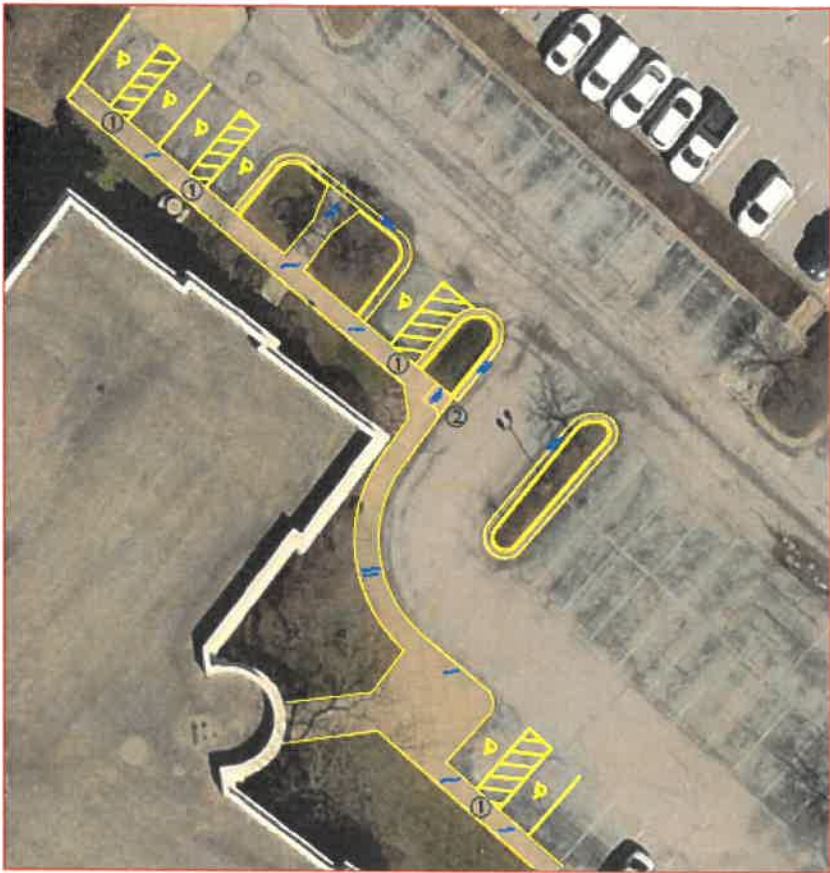
Proposed Floor Plan



EXHIBIT E – Parking

NEW WORK PLAN:

- ① REMOVE EXISTING BUILT-UP RAMP AND STRIPING
- ② REMOVE EXISTING SIDEWALK RAMP
- ③ CONVERT EXISTING HC PARKING SPACES TO 3 STANDARD 9' PARKING SPACES
- ④ INSTALL 5 FOOT CURB CUT RAMP WITH 1:20 FLARES
- ⑤ INSTALL CURB CUT WITH TWO 1:12 RAMPS FOR HC SPACES #5, #6 & #7 SHARED. LANDINGS AND RAMPS ARE TO BE 60" LONG (MIN) AND THE SAME WIDTH AS THE EXISTING SIDEWALK
- ⑥ INSTALL NEW 9' STANDARD HC SPACE WITH 8' WIDE ACCESS ASILE
- ⑦ INSTALL NEW 9' VAN ACCESSIBLE HC SPACE WITH 8' WIDE ACCESS ASILE
- ⑧ PAINT NEW CROSSWALK ONTO EXISTING DRIVEWAY
- ⑨ TREE IS TO BE TRIMMED BACK TO KEEP FROM HITTING TOP OF VEHICLE



EXISTING



ADA PARKING PLAN

IN WITNESS WHEREOF, Landlord and Tenant have executed this writing, in duplicate, on this day and year first written, each copy to have the force and effect of the original.

WITNESS FOR THE LANDLORD:

WINMAR CORPORATION:

by: John T. Balhaus, Pres.

Diana Castelluzzo

Date 11/11/2020

John T. Balhaus

Date Nov. 12, 2020

TENANT:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

Linda Gorton, Mayor

Date