LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this _____ day of November 11/14/2018 by and between **OLDE POST OFFICE, LLC**, whose address is 209 (C) N. Main Street, Versailles, KY 40383 ("Landlord"), and **WOODFORD COUNTY BOARD OF EDUCATION ("School District")** whose address is 330 Pisgah Pike, Versailles, KY 40383 ("Tenant");

W I T N E S S E T H:

WHEREAS, Landlord owns an office/retail building located at 201-217 N. Main Street, Versailles, KY 40383 ("Building");

WHEREAS, Tenant desires to lease from Landlord and Landlord desires to lease to Tenant, space in the Building for programs for individuals not enrolled as students in the Woodford County Schools (Adult Education) upon the terms and conditions hereinafter set forth;

WHEREAS, the School District has determined, pursuant to KRS 45A.380, that competitive bidding was not reasonable in view of the nature of the space needed for Educational Services, and, further determined, after accessing various locations, the space called for in this Lease Agreement is consistent with KRS 45A.380(2).

NOW THEREFORE, for and in consideration of the rents herein reserved, and the mutual covenants and promises herein contained, the parties agree as follows:

1. DEMISE OF PREMISES.

Landlord hereby lets, leases and demises to Tenant on the terms and conditions hereinafter set out approximately 2,023 rentable square feet on the second floor of the Building and designated as 209 (D & E) N. Main Street, Versailles, KY 40383 ("Demised Premises") referenced in Exhibit A. Rental for the Demised Premises provided for in Paragraph 6 is based upon the aforesaid square footage which includes the useable area of the Demised Premises plus Tenant's share of the common areas within the Building.

2. COMMON AREA USAGE.

Landlord grants Tenant, its customers, invitees, and licensees, together with and subject to the same right granted from time to time by Landlord to other tenants and occupants of the Building, the right as co-tenants to the reasonable use of all common and public areas of the Building as are designated as such and as may be modified by the Landlord from time to time. These areas shall include all common entrances to and exits from the Building, driveways, service ways, crosswalks and sidewalks, hallways, stairways, except such of the foregoing as are designated for and restricted to the special uses and purposes by Landlord from time to time, which restrictions may not preclude or interfere with the purpose for which Tenant is using the Demised Premises. Notwithstanding Tenant's right of use of the common areas, it is agreed that all parking space(s) for its officers, agents and/or employees within the parking lot adjacent to the building shall be common parking. Customers of Tenant shall be permitted use of customer parking in the Building parking lot on an as available basis, without charge to Tenant or its customer.

3. COMMENCEMENT, LENGTH OF PRIMARY TERM AND TERMINATION OPTION.

a. The Lease shall commence on November 15, 2018 with a Rent Commencement Date of January 1, 2019 and Expiration Date of June 30, 2022. Tenant or Landlord shall have the Option to Terminate at the end of each fiscal year (June 30th) by providing either party with one hundred and twenty (120) days advance written notice, prior to the end of the then current fiscal year.

4. LEASE YEAR DEFINED.

The term "lease year" as used herein shall mean a period of twelve (12) consecutive full calendar months beginning on the Commencement Date, or on the first day of the month next following if the Commencement Date is not on the first day of a calendar month, and end on the day next preceding the first anniversary of the Commencement Date or the last day of the month in which the Commencement Date occurs, as applicable. Any partial month immediately following the Commencement Date shall be included in the first lease year for purposes of this Lease. The second lease year and each succeeding lease year shall begin on succeeding anniversaries of the first lease year.

5. SECURITY DEPOSIT.

Concurrently with its execution of this Lease, Tenant shall deposit with Landlord the sum of $1,854.42 to be held as a security deposit (the "Security Deposit"), to be held to guarantee the faithful and timely performance by Tenant of all its obligations under this Lease. Any interest earned thereon shall be the property of Landlord. Unless and until Tenant is in default with respect to any provision hereof, the Security Deposit shall be the property of Tenant. If Tenant defaults with respect to any provision of this Lease, Landlord may expend the whole or any part of the Security Deposit for the payment of any sums due Landlord or for reimbursement to Landlord of any amount that Landlord may expend by reason of such default. If any portion or all of the Security Deposit is so used, Tenant shall, within ten (10) days after demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and failure to do so shall be a breach of this Lease. If Tenant shall not be in default under this Lease, the Security Deposit shall be returned to Tenant at the end of the term; provided that Landlord may retain the Security Deposit until such time as all amounts due from Tenant hereunder have been paid in full and the Demised Premises have been returned to Landlord in the condition required hereby. If the Building is transferred, Landlord may pay over the Security Deposit to Landlord's transferee to be held under the terms of this Lease and Landlord shall be released from all liability for the return of the Security Deposit. If not payed over to the transferee, the Landlord shall return the Security Deposit to the Tenant.

6. RENTAL/OPTION TO RENEW.

a. From November 15, 2018 through December 31, 2018 the Tenant shall pay the Landlord as rental for the demised Premises the sum of $0.00. The annual rent during the rest of the Primary term beginning January 1, 2019, and expiring June 30, 2022, shall be in accordance with the following schedule.

Time Period	Monthly Base Rent
November 15, 2018-December 31, 2018	$0.00
January 1, 2019-June 30, 2020	$1,854.42
July 1, 2020-June 30, 2021	$1,891.51
July 1, 2021-June 30, 2022	$1,929.34

b. As long as the Tenant is not in default of the Lease and providing Landlord with one hundred twenty (120) days advance written notice, Tenant shall have one (1), three (3) year Option to Renew the Lease with all terms and conditions of the Lease remaining the same with the exception of Base Rental which shall be increased by two percent (2%) on an annual basis.

7. TENANT SERVICES PROVIDED BY LANDLORD.

a. During the term Landlord agrees to provide or furnish the following Tenant services:

i. Janitorial and trash removal services for the common areas of the Building and grounds.

ii. Maintain the common areas of the Building, the grounds, the sidewalks adjoining the Building, and the parking lot in a reasonably good, neat, orderly, sanitary, and safe condition under any and all weather conditions. Such maintenance shall specifically include, but not be limited to, all routine or incidental repairs to the common area heating, air-conditioning, electrical and plumbing equipment, painting of the common areas, and window washing.

iii. Heating and air-conditioning to the Demised Premises in commercially satisfactory condition.

iv. Pest control services to the Building.

v. Building management services.

b. Landlord shall have no responsibility or liability for failure to provide or furnish the aforesaid Tenant services if such failure is due to strikes, acts of God, war or insurrection, failure of any public utility to provide utilities or any other reason beyond the reasonable control of Landlord. Landlord also reserves the right to temporarily suspend any of said Tenant services at any time when necessary by reason of accident or for repairs, alterations or improvements necessary in the reasonable judgment of the Landlord. Landlord shall act with due diligence to restore any Tenant service temporarily suspended as aforesaid.

8. UTILITIES AND JANITORIAL.

Notwithstanding anything to the contrary contained herein, Tenant shall be responsible for all utility costs to include but not limited to gas, electric, voice and data for the Demised Premises. All utilities are either separately metered to Tenant's space or billed/paid directly to the appropriate utility company or Landlord shall invoice Tenant for their proportionate share of usage for the meter servicing the Demised Premises. Payment or reimbursement of Utilities shall commence November 15, 2018. Tenant shall be responsible for cleaning (janitorial) for the Demised Premises.

9. CONSTRUCTION OF INITIAL LEASEHOLD IMPROVEMENTS.

Landlord shall insure that all Premises systems including electrical, HVAC, and plumbing are in good and working condition upon Tenant possession. Otherwise, Tenant shall take possession of the Demised Premises in its "as is" present condition. All additional Leasehold Improvements shall be at the sole cost and expense of the Tenant. All plans for Leasehold Improvements shall be submitted to Landlord for approval and incorporated into Exhibit "B".

10. REMOVAL OF LEASEHOLD IMPROVEMENTS.

All initial leasehold improvements, alterations or other leasehold improvements including those completed by Tenant shall be the sole property of Landlord and shall not be removed by Tenant upon the termination of this Lease except as may be otherwise provided in writing signed by both Landlord and Tenant.

11. ALTERATIONS.

After completion of the initial leasehold improvements in accordance with the provisions of Paragraph 10 hereof, Tenant shall not make any other alterations or leasehold improvements to the Demised Premises without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld. Any such approved alteration or leasehold improvements shall be made at the sole cost and expense of the Tenant.

12. LIENS.

Tenant shall keep the Building and Demised Premises free from any liens arising from any labor performed by or on behalf of, or materials furnished to, Tenant in connection with Tenant's making any alterations or leasehold improvements in accordance with the terms and conditions of this Lease, or other obligations incident to Tenant's use or occupancy of the Demised Premises. If any such lien attaches and the same is not released by payment, bond or otherwise within twenty (20) days after Landlord notifies Tenant thereof, Landlord shall have the option and right to discharge the same and Tenant shall reimburse Landlord promptly therefor. Nothing herein contained,

a. shall be deemed to deny Tenant the right to contest the validity of any such lien, or

b. shall be construed as a consent by Landlord to Tenant to make any alteration, improvement, installation or addition so as to give rise to any right to any laborer or materialman to file any mechanic's lien or any notice thereof, or any other lien purporting to affect Landlord's property.

13. THE BUILDING.

Tenant acknowledges that Tenant has examined the Building and the Demised Premises and accepts the Building, Demises Premises and common areas and equipment on or in the Demised Premises as submitted.

14. MAINTENANCE AND REPAIR.

The Landlord shall maintain in commercially satisfactory condition the heating, air conditioning, electrical, and plumbing for the Demised Premises as required by local or State code provisions. It shall be the obligation of Tenant at Tenant's expense, to make maintenance and repairs to the interior of the Demised Premises, including, but not limited to minor plumbing (e.g., clogged kitchenette drain, faucet repair, etc.), minor electrical/lights (e.g., bulb, tube, and ballast replacement), doors, walls (including paint or wall coverings), ceilings, floor coverings, door locks, and all other improvements to the Demised Premises, except for repairs to the exterior roof and exterior walls of the Building, which shall be the obligation of the Landlord, Tenant agrees to at all times keep interior of the Demised Premises in a good state of repair and maintenance.

15. CARE AND SURRENDER OF DEMISED PREMISES.

Tenant shall not commit any waste or engage in any act or practice in or about the Demised Premises which might cause injury or damage to any person or property, including the Demised Premises. Upon termination of this Lease, Tenant shall surrender possession of the Demised Premises, without notice, in as good condition as at the commencement of this Lease, reasonable wear and tear and casualty beyond the control of Tenant being accepted.

16. QUIET POSSESSION.

Landlord covenants with Tenant to keep Tenant in quiet possession of the Demised Premises during the term hereof provided Tenant keeps and performs all of the covenants, agreements and undertakings to be kept and performed by Tenant.

17. RULES AND REGULATIONS.

Tenant, its servants, employees, agents, visitors and licensees, shall faithfully observe and strictly comply with the "Building Rules and Regulations" set forth in Exhibit "C" attached hereto and made a part hereof. Tenant agrees to abide by any and all future reasonable rules and regulations governing the building and the use of any of the common areas thereof, including use of the parking lot. Tenant further agrees to be liable and responsible for any damages or abuse to said common area facilities by its employees, agents, customers, invitees, or licensees. All future rules and regulations adopted by Landlord shall be reasonable and shall not unreasonably affect the conduct of Tenant's business.

18. SIGNS.

Tenant will not erect any signs on the buildings, doors, windows, improvements, grounds or common areas without the prior written consent of the Landlord, at the sole discretion of the Landlord. Provided, however, Tenant shall be permitted signage in the Building directory at Landlord's expense.

19. LIABILITY INSURANCE.

a. It is agreed that neither of the parties, Landlord or Tenant, shall be deemed to have accepted the legal obligations of the other, whether by reason of loss hereunder or otherwise. Tenant agrees to assume responsibility for its sole negligence and intentional acts, subject to the applicable laws of the Commonwealth of Kentucky. Landlord agrees to assume responsibility for its sole negligence and intentional acts. Tenant agrees to assume responsibility for its own negligence in any situation involving joint negligence between Landlord and Tenant. It is not intended that Tenant assume protection for negligence on the part of Landlord. It is understood and agreed that neither of the parties hereto waives by entering into this Lease Agreement any right it may have to use any defense to any claim which may be asserted against it. The Tenant (School District) is an agency of the Commonwealth of Kentucky and is vested with governmental immunity. Nothing in this Lease Agreement shall be construed as an indemnification by one party of the other for liabilities of any party or third persons for property loss or damage or personal injury or death arising out of and during the performance or otherwise associated in any manner with this Lease Agreement. Tenant shall, at its sole cost and expense, carry public liability and property damage insurance in an insurance company satisfactory to Landlord with combined single limits of not less than $1,000,000.00 bodily injury and property damage coverage, $2,000,000 in the aggregate. Said policy shall insure

against all accidents and injuries to persons or property in or about the Demised Premises. Landlord shall be named as an additional insured on said policies (without charge) and a certified copy issued to the Landlord.

b. Tenant shall also, at its sole cost and expense, carry casualty, vandalism and malicious mischief insurance upon the Demised Premises and fire and extended coverage on its personal property, in the full insurable amount.

20. FIRE AND CASUALTY INSURANCE.

a. Landlord shall obtain and procure a policy of insurance insuring the Building (building only; no personalty of Tenant included), against the risks of fire and extended coverage from an insurance company to be selected by Landlord in an amount to be determined by Landlord.

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

c. Tenant and Landlord hereby waive any and all rights of recovery from the other, its shareholders, directors, officers, partners, agents and employees for any loss or damage, including consequential loss or damage, caused by any peril or perils (including negligent acts) enumerated in each form of property insurance policy required to be maintained by Tenant and Landlord hereunder to the extent these damages are covered by insurance, provided that such waiver of any and all rights of recovery do not violate any laws or regulations or jeopardize Tenant's or Landlord's insurance coverage(s). Each policy of property insurance provided for herein shall contain an express waiver of any and all rights of subrogation thereunder whatsoever against both Landlord and Tenant, its shareholders, directors, officers, partners, agents and employees.

21. TAXES.

Landlord shall pay, when due, all Taxes on the Building.

22. DESTRUCTION.

If during the term of this Lease, the Premises shall be damaged by fire or other cause, without the fault of the Tenant, its servants, employees, customers, agents, visitors or licensees, the damages shall be repaired by, and at the expense of, the Landlord; and the Landlord shall repair the Premises and put them in a tenantable state within a period of six (6) months. If Landlord finds that Landlord is unable to make such repairs within the six-month period, both the Landlord and the Tenant shall have the option to terminate this Lease at the expiration of said six-month period. Should the Tenant not be able to occupy and utilize the Premises during said period of repair, then the monthly rentals and the payments provided for in Paragraph 6 shall be abated until the Premises are restored, with the Landlord to be compensated through a "rent loss" rider to the fire and extended coverage insurance carried by Landlord.

23. CONDEMNATION.

a. If the whole, or substantially the whole, of the Building or Demised Premises shall be taken by virtue of eminent domain, or for any public or quasi-public improvement, then the term of this Lease shall terminate on the date of the vesting of title in such condemnation proceedings.

b. In the event that less than the whole, or substantially the whole, of the Building or the Demised Premises is condemned or taken as set forth in Paragraph 22, then this Lease shall remain in force and effect, provided, however, that if the taking shall so substantially interfere with the use of the Demised Premises as to render the continued operation thereof economically unfeasible as reasonably determined by Landlord, then Landlord (whether or not the Demised Premises may be affected) may, at its option, terminate this Lease and the term and estate hereby granted as of the date of the taking of possession for such use and purchase by notifying Tenant in writing of such termination.

c. Upon any such taking or condemnation and the continuing in force of this Lease as to any part of the Demised Premises, all rentals shall be diminished by an amount representing the part of the said rent properly allocable to the portion of the Demised Premises which may be so condemned or taken, and Landlord shall, at its expense, proceed with reasonable diligence to repair, alter and restore the remaining part of the Building and the Demised Premises to substantially its former condition, due allowances being made for the impact of such taking or condemnation.

d. In such condemnation proceedings, Landlord shall be entitled to receive and retain entirely any award for damages for the land, Building and Demised Premises, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. Notwithstanding the foregoing, Tenant shall be entitled to assert in such condemnation proceedings a claim for an award representing the then value of the leasehold improvements made by Tenant at Tenant's expense.

24. DEFAULT.

a. In the event Tenant fails to pay when due any monthly installment of rent or any monthly payment provided for in Paragraph 6, and if such failure to pay shall continue for a period of ten (10) days after written notice from Landlord, or in the event Tenant fails to keep and perform any other covenant of this Lease, and shall continue in default for a period of thirty (30) days after Landlord demands performance by giving written notice to Tenant of default, or if a petition in bankruptcy be filed by Tenant, or if Tenant shall make an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy of Tenant shall be appointed in any suit or proceeding brought by or against Tenant, or if the leasehold interest of Tenant shall be levied upon under any execution, or should Tenant permit or suffer to permit any Mechanic's Lien or other encumbrance to be levied against the Demised Premises and the same is not released and discharged within twenty (20) days after Landlord notifies Tenant thereof, then and in any of such events, Landlord, at Landlord's option, may terminate this Lease or may reenter the Demised Premises and retake possession thereof without terminating this Lease and relet the Demised Premises, with Tenant remaining liable for the deficiency, if any, between Tenant's rental and the rental received by Landlord on any reletting, plus any other amounts then owed by the Tenant pursuant to the terms hereof, and/or Landlord may pursue any other legal or equitable remedy to which he may be entitled. Upon any default by Tenant, Landlord may further recover from Tenant, and Tenant shall pay to Landlord upon demand, such reasonable and actual expenses as Landlord may incur in recovering possession of the Demised Premises, placing the same in good order and condition and repairing the same for reletting, and all other reasonable and actual expenses, commissions and charges incurred by Landlord in exercising any remedy provided herein or as a result of any default by Tenant hereunder (including without limitation attorneys' fees).Nothing in this paragraph shall be construed as a waiver of any of Landlord's rights in connection with any bankruptcy of or insolvency proceeding against Tenant. All remedies herein provided for are cumulative and one is not in lieu of another.

b. If Tenant neglects or refuses to remove all personal property belonging to Tenant from the Demised Premises immediately upon the termination or expiration of this Lease, Landlord may, at Landlord's option, remove same or any part thereof and store such property so removed without liability to Landlord for the loss thereof. Tenant will pay Landlord for any and all expenses incurred in removing and storing said effects, or Landlord may, at Landlord's option and without notice to Tenant, sell said effects or any of them for such price as Landlord deems best, and apply the proceeds of such sale to the payment of any amounts due Landlord from Tenant under this Lease, including the cost of removing, storing or selling said effects.

c. In the event of any act or omission by Landlord which would give Tenant the right to terminate this Lease or to claim a partial or total eviction, Tenant will not exercise any such right until (a) Tenant has given Landlord written notice of such act or omission, (b) a reasonable period for remedying such act or omission shall have lapsed following the giving of such notice without the Landlord having commenced and continued to remedy such act or omission.

d. In addition to any statutory lien, but not in lieu thereof, Landlord shall have at all times a valid contractual lien for all rentals or other sums of money becoming due hereunder from Tenant upon all personal property of Tenant situated in the Demised Premises. Upon default by Tenant, Landlord may enter upon the Demised Premises and take possession of any and all personal property situated on the Demised Premises without liability for trespass or conversion and sell the same without notice of public or private sale, at which sale Landlord or his assignees may purchase such property.

25. ASSIGNMENT AND SUBLETTING.

Tenant shall not have the right to assign this Lease or sublease the Demised Premises in whole or in part without first obtaining the written consent of the Landlord, which consent shall not be unreasonably withheld.

26. PRIORITY OF LEASE.

a. Landlord reserves the right to subject and subordinate this Lease to the lien of any mortgages now or hereafter placed upon Landlord's interest in the Building or in the Demised Premises, and, accordingly, Tenant shall execute and deliver such further instruments subjecting this Lease to the Lien of any such mortgage as shall be required by any such mortgagee; provided, however, that any mortgagee shall agree that Tenant, performing Tenant's obligations hereunder, shall have quiet and peaceful possession of the Demised Premises pursuant to this Lease notwithstanding any default or breach of Landlord with reference to any such mortgage.

b. Should Landlord, in connection with the mortgaging of the Demised Premises execute a conditional assignment of rentals, Tenant shall execute an acceptance of such assignment, provided the assignment recognizes Tenant's rights hereunder.

c. The term "mortgage" as used herein means any mortgage, encumbrance, assignment, deed of trust or other transfer of the Demised Premises in whole or in part as security for any indebtedness of Landlord; and the term "mortgagee" as used herein means any person to whom or for whose benefit any such mortgage of the Demised Premises has been made.

27. ESTOPPEL CERTIFICATES.

Tenant from time to time at the request of Landlord shall execute, acknowledge and deliver to Landlord a statement in writing certifying:

a. that this Lease is unmodified and in full force and effect (or if there has been any modification to the Lease that the Lease is in full force and effect as modified and stating the nature of the modification or modifications); and

b. that to the best of Tenant's knowledge, Landlord is not in default under this Lease (or if any such default exists the specific nature thereof and any amounts paid in advance by Tenant). It is expressly understood and agreed that any such statement delivered pursuant to this paragraph may be relied upon by,

a. any prospective assignee, or any prospective purchaser of the Building, or

b. any mortgagee or lender (or prospective assignee of any mortgagee or lender) having as security the Building or any part thereof, or

c. any other third person having the right to rely on such statement.

28. PERFORMANCE.

Should Tenant fail to perform any covenant or condition required of Tenant, Landlord may perform same on behalf of Tenant, and if the performance thereof requires the expenditure of money, such expenditure by Landlord shall be considered as additional rent due and payable in the month following said expenditure by Landlord at the same time such month's rent is due and payable.

29. LANDLORD'S RIGHT TO ENTER UPON PREMISES.

Landlord and/or Landlord's agents shall have the right to enter upon the Demised Premises, or any part thereof, at any and all reasonable times for the purpose of examining same or making repairs and maintenance required of Landlord hereunder. Tenant also agrees to permit Landlord and/or Landlord's agents to show the Demised Premises for the purposes of renting same, and to permit Landlord to place notices or signs on the Building offering the Demised Premises for rent within the last three (3) months of the end of the term.

30. WAIVER.

Failure of Landlord or Tenant to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Lease, or to exercise any option herein conferred, in any one or more instances, except as to the option to renew the term, shall not be construed as a waiver of the same or any other term, condition, undertaking or option hereunder.

31. PARTIES BOUND.

The covenants, agreements, conditions and undertakings contained herein shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

32. CAPTIONS.

The captions of this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

33. NUMBER AND GENDER.

All the terms and words used in this Lease, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural), any other gender (masculine, feminine or neuter), as the context or sense of this Lease or any paragraph or clause therein may require, the same as if such words had been fully and properly written in the number and gender.

34. NOTICES TO TENANT.

Any notice required to be given to Tenant under the terms of this Lease shall be mailed via registered mail, return receipt requested, to Tenant at the address set forth above, or to such other address as Tenant may furnish to Landlord in writing.

35. NOTICES TO LANDLORD.

The base monthly rental and other payments herein reserved to Landlord shall be paid to Landlord at, and any notice required to be given to Landlord under the terms of this Lease shall be mailed via registered or certified mail to Olde Post Office, LLC, 209 (C) N. Main Street, Versailles, KY 40383, or to such other address as Landlord may furnish to Tenant in writing.

36. ENTIRE AGREEMENT.

This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, made prior to the execution of this Lease, shall alter or affect the covenants, agreements and undertakings herein set forth.

37. HOLDOVER.

If Tenant remains in possession of the Demised Premises after the expiration of this Lease and without the execution of a new lease, Tenant shall pay Landlord for each day of such holding over a sum equal to 150% the rental which was payable during the preceding year prorated for the number of days of such holding over. If Tenant holds over for more than thirty (30) days without action by Landlord to recover the Demised Premises, Tenant shall occupy the Demised Premises on a tenancy from month to month at the rent stipulated in this Paragraph and all other terms and provisions of this Lease shall be applicable to such period. Tenant hereby waives any and all notice to which Tenant may otherwise be entitled under the laws of the Commonwealth of Kentucky as a prerequisite to a suit against Tenant for unlawful detention of the Demised Premises.

38. APPLICABLE LAW.

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

39. ACCORD AND SATISFACTION.

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction; and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

40. LANDLORD.

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 Demised Premises and in the event of any transfer or transfers of the title to the Demised 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.
IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

41. NONDISCRIMINATION.

The Landlord and Tenant agree in regard to this Lease Agreement and in the use of the Demised Premises not to discriminate on the basis of race, color, natural origin, sex, gender, religion, genetic information, age, or disability.

42. SEVERABILITY.

If, during the term of this Lease Agreement, it is found that a specific provision or language used is illegal under Federal or State law, the remainder of this Lease Agreement not affected by such ruling or determination shall remain in force.

43. NO THIRD PARTY RIGHTS CREATED.

This Lease Agreement is not intended and shall not be construed to grant rights to any individual or entity not a party hereto, and is not intended by either party to work to the benefit of any third party.

44. PROHIBITION OF CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS.

KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OFTHEBOARD OF EDUCATION INCONNECTIONWITHCONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

LANDLORD:

WITNESS:

OLDE POST OFFICE, LLC

_____

BY:_____

ITS:_____

DATE:_____

TENANT:

WITNESS:

WOODFORD COUNTY BOARD OF EDUCATION

_____

BY:_____

ITS:_____

DATE:_____

DATE OF BOARD APPROVAL: _____

EXHIBIT "A"

DEMISED PREMISES

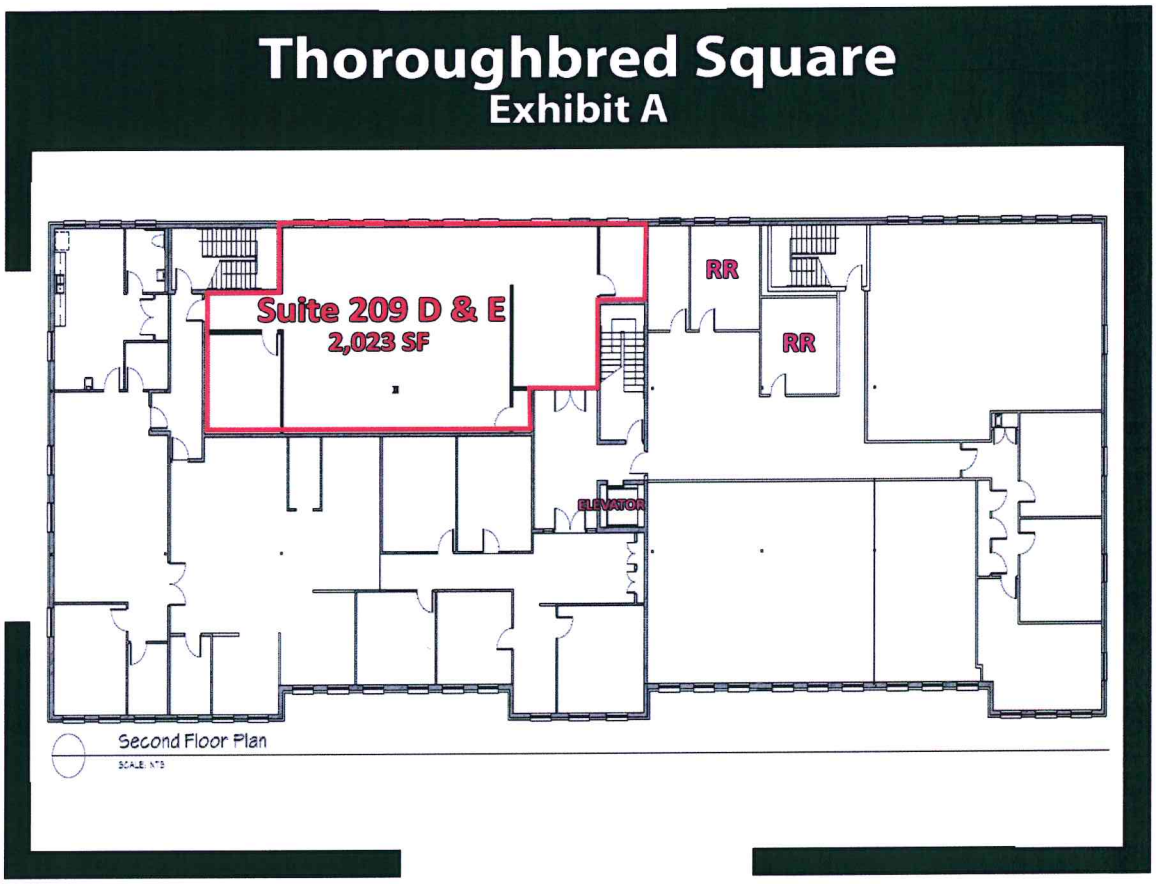


EXHIBIT "B"

LEASEHOLD IMPROVEMENTS PERFORMED BY TENANT

EXHIBIT "C"

RULES AND REGULATIONS

The following rules and regulations are prescribed by Landlord for the general safety, security, and benefit of all occupants of the Building. Landlord shall at all times have the right to control and operate the common areas and public portions of the Building in such manner as Landlord deems best.

1. The sidewalks, entrances, passages, elevators, vestibules, stairways, corridors or halls shall not be obstructed by Tenant or used for any purpose other than ingress and egress to and from the Demised Premises. Equipment, furniture, or supplies to be delivered to the Demised Premises shall be delivered using elevators and passageways designated for such purpose by Landlord and only during hours and in a manner approved by Landlord.

2. No new awnings, antenna or other projections shall be permitted on the outside of the Building and no curtains, blinds, shades, screens or lights shall be attached to or hung in, or used in connection with any window or door of the Demised Premises, without the prior written approval of the Landlord.

3. Landlord shall have the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally. No tenant shall invite to the Demised Premises, or permit the visit of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and facilities of the Building by other tenants. Tenant shall in no way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exist; they shall use them only as ingress to and egress from their work areas.

4. No showcases or other articles shall be put in front or affixed to any part of the exterior of the Building, nor placed in the windows, corridors, corridor walls or vestibules without the prior written consent of the Landlord.

5. Canvassing, soliciting or peddling in the Building is prohibited and each tenant shall cooperate to prevent same.

6. Tenant shall not advertise the business, profession or activities of Tenant in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto or use the name of the Building for any purpose other than that of the business address of the Tenant.

7. Tenant shall not attach or permit to be attached additional locks or similar devices to any door, transom or window of the Demised Premises; change existing locks or the mechanism thereof; or make or permit to be made any keys for any door thereof other than those provided by Landlord. (If more than two keys for one lock are desires, Landlord will provide them upon payment therefor by Tenant.) Tenant, on termination of Tenant's tenancy, shall deliver to Landlord the keys of offices, rooms and toilet rooms that were furnished to Tenant or that Tenant has had made. In case of loss of any keys furnished by Landlord, Tenant shall pay Landlord for them.

8. Tenant shall not mark, paint, drill into or in any way deface any part of the Demised Premises or the Building including, but not limited to, any walls, partitions, doors or windows. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of the Landlord, and as the Landlord may direct.

9. Tenant shall not permit any unusual or objectionable odors or gases to be produced upon or permeate from the Demised Premises.

10. Tenant shall not make, nor permit Tenant's employees, agents or invitees to make any unseemly or disturbing noises or vibrations, nor disturb nor interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instruments, recording device, radio, equipment or in any other way.

11. Tenant agrees that Tenant shall not willfully do or omit to do any act or thing which shall discriminate or segregate upon the basis of race, color, sec, creed or national origin in the use and occupancy or in any subleasing or subletting in the Demised Premises.

12. Freight, furniture or bulky matter of any description shall be delivered or removed only during the hours which Landlord may determine from time to time. The Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these rules and regulations or the Lease.

13. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising. Tenant shall not, in Tenant's advertising or other publicity, without prior written consent of Landlord, use the name of the Building or use pictures or illustrations of the Building.

14. Tenant shall not carry on or permit to be carried upon said Demised Premises or any part thereof any immoral or illegal business, gambling, the selling of pools, lotteries, or any business that is prohibited by law.

15. Landlord shall provide Tenant with directory information strips identifying Tenant in the Building directory located on the ground floor of the Building.

16. Tenant and Tenant's authorized representatives or invitees shall not throw cigar or cigarette butts or other substances or litter of any kind in or about the Building, except in receptacles placed in it for that purpose.

17. The toilet rooms, toilets, urinals, washbowls, and other apparatus available to Tenant shall not be used for any purpose other than that for which they were constructed, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be paid by the Tenant (or Tenant's authorized representative or invitee) that has caused it.

18. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 7:00 P.M. and 6:00 A.M. of the following day, and during such other hours as Landlord deems advisable for the adequate protection of the Building and the property of Landlord's tenants. If Tenant uses the Demised Premises when the Building is closed and locked, Tenant shall see that the doors of the Demised Premises and the entry doors of the Building are closed and securely locked upon leaving the Building. Tenant must observe strict care that all water faucets or water apparatus have been entirely shut off before Tenant or Tenant's authorized representatives or invitees leave the Building, and that all electricity has been carefully shut off, so as to prevent waste or damage.

19. Landlord agrees that these rules and regulations shall be enforced against all tenants in a nondiscriminatory manner. Tenant shall be deemed to have read these rules and to have agreed to abide by them as a condition to Tenant's occupancy of the Demised Premises.

20. Intentionally Omitted

21. Landlord reserves the right by written notice to Tenant, to rescind, alter or waive any rule or regulation at any time prescribed for the Building when, in Landlord's judgment, it is necessary, desirable or proper for the best interest of the Building and its tenants.