

OK AS TO FORM
AMH 7-23-2024

LEASE AGREEMENT

This Lease Agreement (this or the “Lease”) is made and entered into as of _____, 2024, which date is the last of Landlord and Tenant to sign this Lease (the “Effective Date”), by and between **THE BOYS AND GIRLS CLUBS, INC.**, a Kentucky nonprofit corporation d/b/a Boys & Girls Clubs of Kentuckiana (“Landlord”) and **BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY**, operating as Jefferson County Public Schools (“Tenant”).

WITNESSETH:

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

Landlord, for and in consideration of the rent, terms, covenants and conditions set forth in this Lease, hereby leases the Premises (as defined below) to Tenant, with Tenant to have and to hold the Premises with all rights, privileges, and appurtenances thereunto belonging unto Tenant for and during the Lease Term (as defined below). Landlord covenants to keep Tenant in quiet possession of the Premises during the Lease Term of this Lease, provided Tenant shall pay the rent and perform its other obligations hereunder in accordance with the terms and provisions of this Lease.

1. **PREMISES.** The leased premises under this Lease is approximately 6,827 square feet of space (the “Premises”) at the building (the “Building”) located at 5020 E. Indian Trail, Louisville, Kentucky 40218 (the “Real Property”), as shown in the floor plan for the Premises attached hereto and made a part hereof as **Exhibit A** (the “Premises Floor Plan”), together with the right, in common with Landlord and the other tenants (if any) in the Building, to use the common areas of the Building for ingress and egress to and from the Premises and all other uses reasonably related thereto and for any other purposes set forth in this Lease. For clarity, the Premises shall include a game room/cafe consisting of approximately 2,091 square feet, an education room consisting of approximately 716 square feet, an office consisting of approximately 192 square feet, an office consisting of approximately 78 square feet and half of a gymnasium consisting of (with respect to such half) approximately 3,750 square feet (the “Tenant’s Half of the Gym”). Tenant shall have the right to use lobby space consisting of approximately 400 square feet (which is common area of the Building) (the “JCPS Receptionist Area”) for the purpose of (i) installing and using a JCPS receptionist desk and related equipment and other personal property and (ii) customary JCPS receptionist and related administrative activities.

2. **LEASE TERM.** The term of this Lease is and shall be two (2) years beginning on _____, 2024 (the “Commencement Date”) and ending on _____, 2026, unless sooner terminated pursuant to Landlord’s or Tenant’s express right to do so set forth in this Lease (the “Lease Term”). Tenant shall have the right to (i) terminate this Lease effective as of the last day of the first year of the Lease Term upon written notice to Landlord at least sixty (60) days before the last day of the first year of the Lease Term.

3. **RENT.** The rent for each month of the Lease Term shall be paid to Landlord at Landlord’s address set forth herein in the amount of Nine Thousand One Hundred Two and

67/100 Dollars (\$9,102.67) per month. To the extent permitted by applicable law, Tenant shall pay such equal monthly installments of rent in advance on the first (1st) business day of each and every calendar month during the Lease Term. Tenant shall pay a late charge of three percent (3%) of the rent due for any rent payment made after the tenth (10th) of the month in which such payment was due. Rent for any period less than a calendar month shall be prorated according to the fraction which the number of days in such period bears to the actual number of days in such month.

4. USE. The Premises shall be used as an ELEV8 Student Learning Center including office space, meetings, youth development and educational programs, and related purposes. In no event shall Tenant make any use of the Premises for any other purpose or which is in violation of any applicable laws, regulations and codes.

5. POSSESSION. Tenant shall receive possession of the Premises no later than the Commencement Date.

6. TAXES AND ASSESSMENTS. Landlord shall pay all real estate taxes and real estate assessments levied by any governmental body against the Premises during the Lease Term and applicable to the Lease Term. Tenant shall pay all taxes and assessments levied by any governmental body with respect to Tenant's trade fixtures, equipment, furnishings and other personal property in the Premises.

7. UTILITIES; SERVICES. Landlord shall provide, in a commercially reasonable manner, hot and cold water, gas, electricity, telephone, internet, plumbing and sewer services to the Premises and heating, ventilation and air-conditioning required for comfortable occupancy of the Premises under Tenant's normal business operations all throughout the Lease Term. On or before the twentieth (20) day of each calendar month throughout the Lease Term, Landlord shall furnish to Tenant a copy of each invoice received by Landlord from the applicable utility companies for the aforementioned services, and on or before the first (1st) business day of each calendar month throughout the Lease Term, Tenant shall reimburse Landlord for its pro rata share of the amounts set forth in such invoices when taking the square footage of the Premises divided by the square footage of the Building. Tenant shall have the right to arrange, and shall pay, for any separate telephone, internet, fiber/cable/satellite and other communication services furnished only to the Premises during the Lease Term.

Landlord shall provide at Landlord's expense in a commercially reasonable manner, security to the Building throughout the Lease Term (the "Landlord Security to the Building"). The Landlord Security to the Building shall (i) be provided through a security system involving any one or a combination of cameras, monitoring devices or guards, sign-in or identification procedures or other comparable system and (ii) expressly include an audible alarm, to be installed by Landlord at Landlord's expense, on the door in the room known as the "Education room" for the safety of students and staff. Tenant shall have the right to hire a security guard to be at the Building for the Premises and for Tenant every day throughout the Lease Term during the hours of 12:00 p.m. through 8:00 p.m. ("Tenant Security Guard"). In the event Tenant hires a Tenant Security Guard, Tenant shall pay the Tenant Security Guard's invoices for the Tenant Security Guard's services. Landlord agrees to reasonably cooperate with Tenant in connection with any (and each) Tenant

Security Guard and to permit any (and each) such Tenant Security Guard to access to the Premises.

8. REPAIR AND MAINTENANCE OBLIGATIONS. Landlord shall be responsible for repairing and maintaining (and shall repair and maintain), in a commercially reasonable manner and in good order and condition, the common areas of the Building, the exterior grounds of the Real Property (including without limitation the lawn, parking lots, driveways, sidewalks and snow and ice removal) and the structure, roof, foundation, floors (excluding normal wear and tear), walls, drains and downspouts of the Building. In addition, Landlord shall be responsible for replacing (and shall replace) any Base Building Systems (as defined in Section 12 below) that need to be replaced in order to function in a commercially reasonable manner for Tenant's normal business operations as required by this Lease. Tenant shall promptly notify Landlord in writing of any need repairs, maintenance or replacements for which Landlord is responsible. If Landlord provides any non-standard services and/or supplies to Tenant for Tenant's use of the Premises (excluding the improvements work described in Section 14 below) but including, without limitation, carpet cleaning, non-standard repairs, locks, additional keys) at Tenant's request, all charges for such non-standard services and/or supplies shall be billed to Tenant and payable by Tenant. Tenant, at Tenant's expense, shall at all times be responsible for any janitorial services to the Premises and all trash removal from the Premises, and shall keep the Premises in a neat, clean and orderly condition. Landlord, at Landlord's expense, shall be responsible for furnishing (and shall furnish) in a commercially reasonable manner, janitorial services to the common areas of the Building, and garbage and refuse removal services from a dumpster provided by Landlord for Tenant's use on the Real Property. Tenant shall be responsible for repairing and maintaining (and shall repair and maintain), in a commercially reasonable manner and in good order and condition, any Base Building Systems serving only the Premises, windows and doors within the Premises, and to the extent needed from normal wear and tear, the floor of the Premises.

9. LANDLORD'S INSURANCE. Landlord at all times during the Lease Term shall, at Landlord's expense, procure and keep in force and effect, insurance on the building and other insurable structural improvements on the Premises, insuring the same against loss or damage by fire and such other hazards, casualties and contingencies as are included under insurance policies written on a special form basis. Tenant covenants that Landlord shall not be liable for damage to or destruction of Tenant's personal property by fire or other casualty from any cause whatsoever except for damage or destruction caused by Landlord's intentional acts or gross negligence. Premiums for all policies of insurance referred to in this Section 9 and all renewals thereof shall be paid by Landlord on or before the beginning date of the next annual policy or renewal period. Such insurance shall be written by a reputable and solvent insurance company. Landlord, upon request by Tenant, shall deliver to Tenant any and all certificates of insurance evidencing such coverage.

10. TENANT'S INSURANCE. Tenant at all times during the Lease Term shall, at Tenant's sole cost and expense, procure or cause to be procured and keep in force and effect, commercial general liability insurance covering personal injury or death, and property damage, in an amount not less than One Million Dollars (\$1,000,000) combined single limit coverage. Tenant shall have the right to maintain the first Five Hundred Thousand (\$500,000) of such coverage under

Tenant's self-insurance program. Premiums for all policies of insurance herein referred to and all renewals thereof shall be paid by Tenant on or before the beginning date of the next annual policy or renewal period. Such insurance shall be written by a reputable and solvent insurance company. In addition, Tenant shall procure and maintain insurance on Tenant's trade fixtures, equipment, furnishings and other personal property of Tenant in commercially reasonable amounts and maintain any governmentally mandated insurance in statutorily required amounts. Any insurance policies purchased or maintained by Tenant for such coverage shall not be modified or canceled by Tenant without at least thirty (30) days prior written notice to Landlord. Tenant, upon request by Landlord, shall deliver to Landlord any and all certificates of insurance evidencing such coverage.

11. WAIVER OF SUBROGATION. Landlord and Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard to the extent that such is covered by insurance on the Premises, or covered by insurance in connection with property owned or activities conducted on the Premises, regardless of the cause of the damage or loss.

12. WARRANTY. Landlord represents, warrants and covenants that it is lawfully seized of the Premises in fee simple and has a right to lease same for the Lease Term; that, during the time when Tenant shall not be in default hereunder, Landlord shall indemnify and save Tenant harmless from the adverse title or possessory claim of any and all persons claiming by or through Landlord; that as of the date Tenant receives possession of the Premises, the Premises and all base building systems and utilities serving the Premises and common areas of the building (including, but not limited to water, plumbing, sewer, electrical, gas, mechanical, HVAC and fire/life safety systems) (collectively, "Base Building Systems") will be in good working order and condition and the Building and Premises will be in compliance with all applicable laws, regulations and codes. Landlord shall cause the Building to be in compliance with all laws, regulations and codes applicable to buildings in which there is a tenant with educational occupancy and use such as Tenant throughout the Lease Term. Landlord acknowledges and agrees that (i) all tenants in the Building may be required to be subject to certain codes of conduct under applicable laws, regulations and codes, (ii) this Lease, the Premises and the Building shall be subject to KRS 17.545 (2) pertaining to registered sex offenders and (iii) neither firearms nor alcohol nor drugs shall be permitted within the Premises.

13. PARKING. Tenant shall have the exclusive right to use eight (8) parking spaces on the existing parking lot at the Real Property throughout the Lease Term ("Tenant Parking Spaces"). Tenant, at Tenant's sole cost and expense, shall have the right to install signage in the existing parking lot at the Real Property for each of the Tenant Parking Spaces designating the Tenant Parking Spaces as for "ELEV8" or "JCPS" staff use or similar wording, so long as such signage complies with all applicable laws, regulations and codes ("Tenant Parking Spaces Signage"). Tenant, at Tenant's sole cost and expense, shall remove the Tenant Parking Spaces Signage from the Real Property upon the expiration of the Lease Term or earlier termination of this Lease.

14. IMPROVEMENTS. Landlord, at Landlord's expense before the Commencement Date, hereby agrees to (i) remove the receptionist desk that as of the Effective Date is located in the JCPS Receptionist Area so that JCPS may install JCPS's receptionist desk and related personal

property and equipment in the JCPS Receptionist Area on or before the Commencement Date and (ii) remove the bookshelf that as of the Effective Date is attached to a wall in the JCPS Receptionist Area and (iii) install a commercially reasonable divider in a good and workmanlike manner in compliance with all applicable laws, regulations and codes, that separates the JCPS Receptionist Area from any receptionist area in the lobby space used by Landlord or any other party.

15. DECORATIONS AND RELOCATIONS. Consent of the Landlord shall not be required for decorations by Tenant or for the installation or relocation of any trade fixtures, equipment, furnishings and other personal property by Tenant.

16. PERSONAL PROPERTY. Any trade fixtures, equipment, furnishings and other personal property installed or placed upon the Premises and upon any common area of the Building by or on behalf of Tenant shall be removed by Tenant on the expiration date of the Lease Term or earlier termination date of this Lease, and Tenant shall be responsible for any damage caused by such removal. Landlord shall be responsible for ensuring that neither Landlord nor any of Landlord's guests, invitees, licensees, tenants, employees, contractors or agents use, damage or take any of such trade fixtures, equipment, furnishings and other personal property. If any of such trade fixtures, equipment, furnishings and other personal property is taken or damaged by Landlord or any of Landlord's guests, invitees, licensees, tenants, employees, contractors or agents, upon Tenant's request, Landlord shall promptly reimburse Tenant for the cost of replacing or repairing such trade fixtures, equipment, furnishings and other personal property.

17. LIENS. Landlord shall keep the Premises free and clear of all mechanics' and materialmen's liens and other liens on account of work done by or under the direction of Landlord or persons claiming under or on behalf of Landlord. Tenant shall keep the Premises free and clear of all mechanics' and materialmen's liens and other liens on account of work done by or under the direction of Tenant or persons claiming under or on behalf of Tenant.

18. SIGNAGE. Subject to Landlord's prior written approval, in Landlord's sole discretion, Tenant shall have the right to install and maintain interior and exterior signage on the Premises throughout the Lease Term, so long as such signage complies with all applicable laws, regulations and codes. Notwithstanding the foregoing, Tenant shall have the right to install the Tenant Parking Spaces Signage subject to the terms and conditions set forth in Section 13 above.

19. QUIET ENJOYMENT. Provided Tenant performs all of the terms, conditions, covenants and obligations applicable to Tenant set forth in this Lease, Tenant shall have the peaceful and quiet enjoyment of the Premises.

20. CONVEYANCE OF PREMISES: In the event that all or any portion of the Premises is transferred or conveyed to any person or entity by sale, donation or otherwise, such transfer or conveyance shall be deemed to be made expressly subject to all the terms, conditions, covenants and obligations of this Lease.

21. SUBORDINATION. If the Premises is encumbered by a mortgage with a bank, building and loan association, insurance company, REIT or other generally recognized lending institution,

Tenant agrees that when called upon Tenant will join in the execution of any and all instruments reasonably acceptable to Tenant as may be necessary to subordinate this Lease to the lien of any mortgage financing, provided that said lender provides an agreement, reasonably acceptable tot Tenant, not to disturb Tenant's occupancy of the Premises reasonably acceptable to Tenant.

22. RIGHT OF ENTRY. Landlord and Landlord's agents shall have access to the Premises at reasonable hours upon at least forty eight (48) hours prior notice for the purposes of inspection, maintenance and repair, or showing the Premises to prospective purchasers, tenants or business associates, provided such access and activities shall not unreasonably interfere with Tenant's normal business operations.

23. FIRE OR OTHER CASUALTY.

a. If the Premises shall, during the Lease Term, be damaged by fire or other casualty, Landlord will cause the same to be promptly repaired at Landlord's sole cost and expense subject to Landlord's receipt of insurance proceeds in an amount sufficient to pay for the cost of such repairs. If said Premises are so damaged as to be unfit for occupancy or use in the manner theretofore used, then the rent hereby reserved, or a fair and just proportion thereof, according to the nature and extent of use the Tenant actually makes of the Premises shall, until the said Premises shall have been repaired or rebuilt and made fit for occupancy and use, be abated, provided, however, that in case the Premises are totally destroyed by fire or other casualty or so damaged that the Premises cannot be satisfactorily repaired, then this Lease may, at the option of the Landlord or Tenant, be terminated. Tenant shall promptly give Landlord notice of any casualty damage to, or destruction of, the Premises.

b. The obligation of Landlord to rebuild or cause a rebuild, if any, hereunder shall be limited to repairing and restoring the Premises to the same condition as existed immediately prior to such damage by fire or other casualty. Landlord shall not be liable to repair or restore any trade fixtures, equipment, furnishings, or other property brought upon the Premises by Tenant.

24. EMINENT DOMAIN.

a. If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public purpose, than all rent shall be paid to the Landlord up to the date title vests in the public body and Landlord or Tenant may terminate this Lease as of the date of such vesting of title. All proceeds and damages resulting from such acquisition or condemnation shall belong to and be the property of Landlord. Provided, however, Tenant shall have the right to claim and recover from such acquiring or condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in its own right on account of any and all damages, costs and expenses to Tenant by reason of such acquisition, condemnation, business interruption or displacement.

b. If part of the Premises shall be acquired or condemned by use of the power of eminent domain for any public or quasi-public purpose rendering the Premises

unusable for the business of Tenant, Tenant at its option, may terminate this Lease as of the date title vests in the public body. If such partial taking is not sufficiently extensive to render the Premises unusable for the business of Tenant, the Landlord may restore the Premises to a condition comparable to the condition thereof at the time of such condemnation and the rent (and any other sums owed hereunder) shall be adjusted between the parties to take into account the loss suffered as a result of the taking. If the parties are unable to agree upon a suitable rent, the question shall be determined by arbitration pursuant to the Kentucky Statutes governing arbitration as then in effect and the decision of the arbitrators shall be final and not subject to further appeal.

25. DEFAULT BY TENANT. The occurrence of any one of the following shall constitute a default by Tenant.

- A. Failure to pay rent when due, and such failure shall continue for a period of ten (10) days after Landlord has given Tenant notice thereof, provided however that if more than two (2) notices are given by Landlord within a twelve (12) month period, the notice requirement in this provision shall no longer be in effect;
- B. Abandonment or vacation of the Premises (it being agreed that absence from the Premises for more than thirty (30) consecutive days or the removal of substantially all of Tenant's property will create a conclusive presumption of abandonment);
- C. Declaration of Tenant as insolvent or bankrupt, or an assignment made by Tenant for the benefit of its creditors or the appointment of a receiver, guardian, or trustee for Tenant's property; or
- D. Failure to perform or observe any other of its obligations under this Lease if such failure shall continue for a period of fifteen (15) days (or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure not to exceed twenty (20) additional days) provided that Tenant has commenced such cure within the original 15-days cure period and is diligently pursuing the cure thereof) after Tenant receives written notice from Landlord specifying the default.

26. LANDLORD'S REMEDIES. To the extent permitted by applicable law, Landlord shall have the following remedies if Tenant commits a default under this Lease:

- E. Declare the rent for the balance of the Lease Term immediately due and payable and collect the present value of same.
- F. Terminate this Lease and require Tenant to vacate the Premises and relet the Premises at a rental amount as Landlord deems reasonable. Landlord shall make commercially reasonable efforts to relet the Premises to mitigate its damages. The rental amount under such a relet shall operate as an offsetting credit against the amount of rent due and owing under this Lease as the same thereafter becomes due and payable hereunder.
- G. Landlord may "lock out" Tenant, or may enter the Premises and evict and expel Tenant therefrom without prejudice to other remedies and without being deemed guilty in any manner of trespass.

If Tenant fails to vacate the Premises as herein provided, Landlord shall have the right to remove all trade fixtures, equipment, furnishings and other personal property of Tenant from the Premises and place the same either in storage provided by Landlord or provided by a storage company having facilities in the Commonwealth of Kentucky.

All rights and remedies of Landlord are cumulative, and the exercise of any one shall not be an election excluding Landlord at any other time from exercising a different or inconsistent remedy.

27. DEFAULT BY LANDLORD; TENANT'S REMEDIES. Landlord's failure to perform or observe any of its obligations under this Lease shall constitute a default by Landlord under this Lease only if such failure shall continue for a period of fifteen (15) days (or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure not to exceed twenty (20) additional days provided that Landlord has commenced such cure within the original 15-days cure period and is diligently pursuing the cure thereof) after Landlord receives written notice from Tenant specifying the default. If Landlord shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Tenant may sue for injunctive relief or to recover actual (but not consequential, special, or punitive) damages for any loss resulting from the default, or may take such action as may be reasonably necessary to cure the default and recover its costs from Landlord.

28. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Lease nor sublet the Premises or any part thereof without the prior written approval of Landlord. Landlord shall have the right to make Landlord's consent to any assignment and subletting subject to certain conditions including (i) Landlord's receipt of a copy of the agreement memorializing such transaction on a form acceptable to Landlord, (ii) Tenant is not in default under this Lease and (iii) such assignee or subtenant assumes in writing (acceptable to and approved by Landlord) the covenants and obligations of Tenant under this Lease. Landlord may assign this Lease, provided such assignee assumes the liabilities, covenants and obligations of Landlord under this Lease pursuant to an assignment and assumption of lease in a form and with content reasonably acceptable to Tenant.

29. GYMNASIUM. If Landlord desires to use the Tenant's Half of the Gym (as defined above) from time to time, Tenant shall work in good faith with Landlord to make Tenant's Half of the Gym available from time to time, provided that (and so long as) (i) Landlord gives Tenant notice of the date(s) and time(s) of Landlord's desired use of the Tenant's Half of the Gym at least one (1) week in advance, (ii) Landlord's use of the Tenant's Half of the Gym during such date(s) and time(s) will not conflict (as determined by Tenant) with Tenant's operation of the Premises or plans to use the Tenant's Half of the Gym and (iii) Landlord shall (and Landlord hereby agrees to) indemnify, defend and hold harmless Tenant and Tenant's guests, invitees, licensees, members, employees, contractors and agents from and against any and all claims, actions, damages, liability and expenses arising in connection with the such use by Landlord and/or any of Landlord's guests, invitees, licensees, employees, contractors or agents. If Tenant desires to use the half of a gymnasium that is not Tenant's Half of the Gym (the "Landlord's Half of the Gym") from time to time, Landlord shall work in good faith with Tenant to make Landlord's Half of the Gym available from time to time, provided that (and so long as) (i) Tenant gives Landlord notice of the date(s) and time(s) of Tenant's desired use of the Landlord's Half of

the Gym at least one (1) week in advance and (ii) Tenant's use of the Landlord's Half of the Gym during such date(s) and time(s) will not conflict (as determined by Landlord) with Landlord's operation of (excluding the Premises) the Building or plans to use the Landlord's Half of the Gym.

30. NOTICES. All notices shall be in writing. Notices may be delivered in person, by email (with confirmation that such email was received), by prepaid registered or certified mail, or by a recognized overnight delivery service addressed to the parties hereto at the following addresses or at such other place as the parties hereto may designate by giving notice as specified herein.

The address of Landlord is:

Boys & Girls Clubs of Kentuckiana
3900 Crittenden Drive
Louisville, Kentucky 40209
Attn: Daryle Unseld, President & CEO
Email: dunsled@bgcky.org

The address of Tenant is:

JCPS
CB Young Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209
Attn: Amanda Satterly, Coordinator of Fiscal Operations
Email: amanda.satterly@jefferson.kyschools.us

Such notices shall be deemed delivered on the date of delivery if personally delivered or emailed, four (4) business days after mailing if sent by certified or registered mail, and the next business day if sent by overnight courier.

31. WAIVER & MODIFICATION. The failure of any party hereto to insist in any instance on strict performance of any term, condition, covenant or obligation set forth in this Lease shall not be construed as a waiver of such term, condition, covenant or obligation. No modifications of any provision set forth in this Lease shall be valid unless in writing and signed by the parties hereto.

32. SUCCESSORS AND ASSIGNS. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and the successors and permitted assigns of the parties hereto.

33. GENDER, NUMBER. As used herein the masculine shall include the feminine, and vice versa, and the singular shall include the plural, and vice versa, whenever such meanings would be appropriate.

34. CAPTIONS. The captions appearing at the beginning of each of the Sections of this Lease are for references only and are not to be considered a part of this Lease.

35. PARTIAL INVALIDITY. If any term, covenant, condition or obligation of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, condition or obligation to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and such remaining terms, covenants, conditions or obligations of this Lease shall be valid and be enforced to the fullest extent permitted by law.

36. END OF LEASE TERM, HOLDING OVER AND ATTORNEY'S FEES. Upon the expiration of the Lease Term or earlier termination of this Lease, Tenant shall surrender to Landlord the Premises in broom clean condition, subject to ordinary wear and tear. If Tenant shall holdover after the expiration of the Lease Term or earlier termination of this Lease, such holding over shall not be deemed to be a renewal of this Lease but shall be deemed to create a tenancy from month-to-month and by such holding over Tenant shall be deemed to have agreed to be bound by all of the terms and conditions of this Lease except as to the term hereof and except that during said tenancy from month to month, Tenant shall pay monthly rent at a rate equal to the monthly rate Tenant was paying at the expiration of the Lease Term just prior to the holdover period. If any rent or other sums owing under this Lease are collected by or through an attorney-at-law after a default by Tenant, to the extent permitted by applicable law Tenant agrees to pay Landlord's reasonable attorney's fees. In no event shall Tenant holdover without the express consent of Landlord. Landlord reserves and shall have all rights and remedies under this Lease in the event of such holdover including the right to terminate this Lease and the right to evict and expel Tenant from the Premises.

37. ESTOPPEL CERTIFICATE. Tenant shall, within thirty (30) days after receipt of a written request from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect, or if modified, stating the nature of such modification (or if this Lease is claimed not to be in force and effect, specifying the ground therefore) and any dates to which the rent has been paid in advance, and the amount of any security deposit, (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder or specifying any claimed defaults, and (iii) certifying to such other matters as Landlord may reasonably request.

38. NO TENANT BROKER. Tenant warrants and represents that Tenant has had no dealings with any broker or agent in connection with this Lease.

39. NO LANDLORD BROKER. Landlord warrants and represents that Landlord has had no dealings with any broker or agent in connection with this Lease.

40. COMPLIANCE WITH LAWS AND REGULATIONS. The parties hereto shall at all times, obey and comply with all laws, regulations and codes applicable to the Premises including those pertaining to environmental matters, or regulating, prohibiting or otherwise having to do with asbestos and all other toxic, radioactive, or hazardous wastes or materials including, but not limited to the Federal Clean Air Act, the Federal Water Pollution Control Act, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as from time to time amended.

41. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties hereto may rely on signature by facsimile, emailed PDF or other electronic signature to the same extent as if they were original signatures.

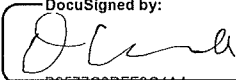
42. GOVERNING LAW. This Lease shall be governed by and construed under the laws of the Commonwealth of Kentucky and the parties hereto agree that any dispute arising out of this Lease shall be litigated only in the courts of the Commonwealth of Kentucky.

<the remainder of this page is intentionally left blank; signature page follows>

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease effective as of the Effective Date.

LANDLORD:

THE BOYS AND GIRLS CLUBS, INC., a Kentucky nonprofit corporation d/b/a Boys & Girls Clubs of Kentuckiana

By: 
 DocuSigned by: B3577C0DFF8C4A4...
 Daryle W. Unseld, Jr., President & CEO

Date: 5/20/2024, 2024

TENANT:

BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, operating as Jefferson County Public Schools

By: _____
 Dr. Martin A. Pollio, Ed.D., Superintendent

Date: _____, 2024

Attachment:

Exhibit A- Premises Floor Plans

EXHIBIT A

PREMISES FLOOR PLANS

[to be attached hereto]

101496260.8

Andy Beshear
Governor



Jamie Link
Secretary
Education and Labor Cabinet

Dr. Robbie Fletcher
Commissioner of Education

KENTUCKY DEPARTMENT OF EDUCATION
300 Sower Boulevard • Frankfort, Kentucky 40601 Phone: (502) 564-3141 • www.education.ky.gov

July 18, 2024

Supt. Martin A. Pollio, Ed.D.
Jefferson County Board of Education
3332 Newburg Road
Louisville, KY 40218

Dear Superintendent Pollio:

Please be advised of the approval of the lease agreement between the Jefferson County Board of Education and The Boys and Girls Clubs, Inc. This letter of approval fulfills the requirement of KRS 65.944 and 702 KAR 3:340.

Sincerely,

A handwritten signature in black ink that reads "Dr. Robbie Fletcher".

Dr. Robbie Fletcher
Commissioner of Education

RF/db