

LEASE

This LEASE, made and entered into by and between the OHIO COUNTY FISCAL COURT by and through its Judge Executive, David Johnston, with its address being 130 E. Washington Street, Hartford, Kentucky 42347 (hereinafter referred to as "Landlord") and Triple Crown Realty Group, of 100 W. 3rd St., Owensboro, Kentucky 42303 (hereinafter referred to as "Tenant").

WITNESSETH:

In consideration of the premises and the covenants and conditions herein contained, Landlord and Tenant agree as follows:

(A) LEASE

Landlord hereby leases to Tenant that certain portion of a building consisting of approximately 2 square feet and being Suite # 110, on real estate which Landlord owns and which is located in Ohio County, Kentucky, and more particularly described as Ohio County Community Center, 130 E. Washington Street, Hartford, Ohio County, Kentucky, including the common use of the parking area adjacent to the building of Landlord for automobiles of Tenant, its customers and other lessees in said building and public at large.

(B) TERM

The term of this lease shall be for a period of one (1) year beginning on January 1, 2026 and ending on December 31, 2026.

(C) FIXED RENT

Tenant shall pay as rent for the premises, during the entire term of this Lease, the following fixed minimum annual rental:

From Jan 1, 2026 to Dec 31, 2026, the sum of Five hundred fifty (550) 00/100 Dollars (\$ 450.00) per month in advance on the first day of each month beginning Jan 1, 2026.

(D) RENEWAL TERM

Tenant, upon notice in writing to Landlord given at least six (6) months prior to the expiration of the initial term, shall have an option to renew this lease for additional one (1) year period on the same terms and conditions as are contained herein. Tenant shall pay as fixed minimum monthly rent for the premises in the same amount as originally set.

(E) USE

The premises shall be used for Real Estate business purposes and such other lawful purposes as are properly connected with said business of Tenant.

(F) COMPLIANCE

Tenant covenants and agrees that in the use and occupancy of said premises, she will comply with all valid laws, federal, state, and municipal, and with all lawful requirements of all public authorities. Tenant covenants to comply with the federal, state, and city laws and ordinances in regard to nuisances, insofar as the premises are concerned, and that she will not by any act of her own, or her Subtenant (if any), render Landlord liable therefore; that she will make good or pay at the expiration of this lease, or on the vacation of said property, for all glass broken in windows, doors, etc.; proper repair all locks, or keys to the same, if lost, and/or pay for the same at a fair valuation. During the term of this lease, Tenant agrees promptly to remove all trash and debris from the leased premises.

(G) ASSIGNMENT AND SUBLETTING

The premises shall not be underlet/sublet, or the term, in whole or in part, assigned, transferred, or set over by the act of Tenant, by process or operation of law, or in any other manner whatsoever, without the prior written consent of Landlord, which consent may be withheld for any reason by Landlord.

(H) UTILITIES AND SANITATION/CUSTODIAN

Tenant shall, during the term hereof, at her/its own cost and expense, pay all charges for phone and internet services. Tenant shall further be responsible for cleaning/janitorial/ custodial services along with garbage collection at her cost.

(I) DUTY TO PAY

No demand of rent need at any time be made on the premises or elsewhere, but it shall be the duty of the Tenant to pay the same generally, when due, without demand. Failure to pay rent shall cause an additional fee of Ten Dollars (\$10.00) per day late fee to be assessed.

(J) NO HAZARDOUS MATERIALS

Tenant will not bring on the premises any explosives or articles deemed extra-hazardous on account of fire; or use or allow to be used on the said premises any oil, burning fluids, kerosene, or camphor for heating or warming purposes, or anything except incandescent electric lights for illuminating purposes, and that she will not use or permit to be used on the premises anything that will invalidate any policies of insurance which may now or hereafter be carried on said premises or said building, or that will increase the rate of insurance thereon.

(K) NO SIGNS

Tenant shall not paint, affix, erect, or hang any signs on the leased premises except such as shall have been approved in writing by Landlord, through its Judge Executive, whose approval may be withheld for any reason.

(L) INSPECTION

Landlord and its agents shall have the right to enter said premises at reasonable hours for the purpose of inspecting same or exhibiting same to prospective purchasers or lessees, or for the purpose of making any needful repairs or alterations to said premises where said Landlord may deem necessary, so long as reasonable notice has been provided to Tenant.

(M) CASUALTY

In the event the leased premises or any part thereof are damaged by fire casualty or the elements, Tenant agrees to give immediate notice thereof to Landlord.

If a part of the said premises shall be damaged, but not so as to render them totally untenable, the rent shall abate proportionately. If the damage shall be so extensive as to render the entire premises wholly untenable, the rent shall wholly cease from the time of such damage or destruction until the premises are restored to the condition which were prior to such damage or destruction. If, however, the building or leased premises shall be totally destroyed or the damage shall be so great that with the exercise of reasonable care and diligence, the premises cannot be restored to its prior condition within ninety (90) days after such damage or destruction, Landlord shall, within a reasonable time, so notify Tenant, who shall have the option, for a period of ten (10) days after said notice, of canceling and terminating this lease.

(N) INDEMNIFICATION

Landlord shall not be liable for injury to person or damage occurring in or upon the leased premises, during the term of this lease.

(O) INSURANCE REQUIREMENTS

Tenant agrees to produce a public liability insurance policy with an insurance company acceptable to Landlord and admitted to do business in Kentucky, in an amount indemnifying up to the sum of _____ Dollars (\$_____) for one or more claims for injury or damage to any person or persons for injury or damage caused by any accident upon the leased premises, said policy to run for the benefit of, and in the name of, both Tenant and Landlord hereunder, said policy, or a certificate of insurance in form acceptable to Landlord, to be kept in force at Tenant's expense, by renewal or otherwise, throughout the term of this lease, and to be delivered to Landlord and retained by Landlord in its possession during the term of the lease. Said policy shall also provide for payment of _____

Dollars (\$ _____) property damage including the interior and door of the leased premises.

(P) NO SURRENDER

It is mutually agreed that no surrender of the leased premises, or of any portion of the term herein created, shall be valid unless accepted by Landlord in writing.

(Q) ABANDONMENT

In the event Tenant shall vacate or abandon the leased premises for a period of sixty (60) days during the life of this lease, Landlord may, at its option, without terminating this lease, enter said premises, remove Tenant's signs and effects therefrom, and relet the premises for the account of Tenant for such rent and upon such terms as may be satisfactory to Landlord, without such re-entry working a forfeiture of the rents to be paid or the covenants to be performed by Tenant under the terms hereof. Landlord is authorized, at Tenant's expense, to make such repairs, alterations, changes, or additions in or to the leased premises as may, in its opinion, be reasonably necessary to relet them advantageously, and, if a sufficient sum of money shall not be realized monthly from such reletting to pay the cost of said repairs, alterations, changes, or additions, and the cost of reletting said premises, and the rent to be paid hereunder by Tenant, then Tenant agrees to pay and satisfy the deficiency each month upon demand therefore.

(R) DEFAULT

Tenant agrees that if the rent reserved by this lease, or any part thereof, shall be unpaid for ten (10) days after the same is due, or if Tenant shall fail to keep and perform any of the other covenants, conditions, provisions, and agreements herein contained to be kept and performed by Tenant, and said default shall continue for thirty (30) days after notice thereof has been given Tenant by Landlord, or if a petition in bankruptcy be filed by or against Tenant, or if Tenant shall be adjudged bankrupt or insolvent by any court, 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 which is not removed, Landlord may, at its option, terminate this lease, Tenant agreeing that the covenants and agreements made by Tenant herein shall be deemed conditions as well as covenants.

(S) RETURN OF PREMISES

Tenant agrees immediately upon termination of this lease by Landlord, for any of the causes specified in Section (S) hereof, or upon the expiration of said lease by lapse of time, to remove all effects belonging to Tenant from the premises, and to vacate and surrender possession of said premises in the same condition as when received (ordinary wear and tear excepted).

If such possession be not immediately surrendered, it is agreed that Landlord may forthwith re-enter said premises and repossess itself thereof as of its former estate, and remove any persons or effects therefrom, using such force as may be necessary for that purpose without being deemed guilty in any manner of trespass, forcible entry, or detained, and Tenant hereby expressly agrees that the mailing or placing of a written notice of Landlord's intention to terminate this lease, or re-enter said premises, in the manner herein provided for notices, three (3) days in advance of the actual re-entry, shall be the only notice required, and expressly waives the service of any demand for the payment of rent or other money due Landlord hereunder, and the service of any and every other notice or demand within the meaning of the Kentucky statutes.

The receipt of money by Landlord from Tenant after Landlord has given notice to Tenant of its intention to terminate the lease, or after the termination thereof, shall not operate in any way to reinstate, continue, or extend the term of this lease, or affect any notice given prior thereto, it being agreed that after service of notice, commencement of a suit, or final judgment for possession of said premises, Landlord may recover and collect any rent due, and the payment of said rent shall not waive or affect said notice, suit, or judgment.

If Tenant neglects or refuses to remove all effects belonging to Tenant from the premises immediately upon the termination or expiration of this lease as provided above, it is agreed that Landlord may, at its option, remove the same or any part thereof, and store the effects so removed without liability to Tenant for the loss thereof; in such event, Tenant agrees to pay Landlord for any and all expenses incurred in removing and storing such effects. Alternately, Landlord may, at its option, upon ten (10) days' written 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.

(T) HOLDOVER

Tenant hereby agrees to pay to Landlord, as liquidated damages for all the time Tenant shall retain possession of the premises after the expiration or termination of this lease, by lapse of time or otherwise, a sum equal to one and a half the amount of rent that would be due for such a period at the rate specified herein. This provision shall not operate as a waiver by Landlord of any right of re-entry hereinabove provided.

(U) NO WAIVER

The failure of Landlord to insist upon a strict performance of any of the covenants or conditions of this lease by Tenant, or to declare a forfeiture for any violations thereof, or to exercise any option conferred on it hereunder, shall not be construed as a waiver or relinquishment for the future of its right to insist upon a strict compliance by Tenant with all the covenants, agreements, and conditions thereof, or its right to exercise said options, or to declare a forfeiture for the violation of such condition or agreement, if the violation be continued or repeated.

(V) NO ALTERATIONS

Tenant will not permit or make any alterations of or upon any part of the leased premises except with the written consent of Landlord obtained prior thereto whose consent shall not be unreasonably withheld. All alterations and additions to the premises shall

remain for the benefit of Landlord unless, otherwise provided in the written consent. Tenant further agrees, in the event of such alterations and in the making thereof, as herein provided, to indemnify and save Landlord harmless from all expense, liens, claims, or damages to either persons or property or the leased premises arising out of or resulting from the undertaking or making said alterations or additions.

(W) NOTICES

All notices to be given by Landlord to Tenant in pursuance of the terms of this lease, or otherwise, shall be deemed to be fully given if sent by registered mail addressed to Tenant at Triple Crown Realty Group, 100 W 3rd St,
Owensboro, Kentucky 42303. All notices to be given by Tenant to Landlord, pursuant to the terms of this lease, or otherwise, shall be deemed to be fully given if sent by registered mail to Ohio County Fiscal Court, 130 E. Washington Street, Hartford, Kentucky 42347 or at such address as Landlord may advise Tenant to use.

(X) CHOICE OF LAW

This lease shall be governed by the laws of the Commonwealth of Kentucky. Should any suit be brought to enforce the provisions hereof, said suit shall be brought in the courts of Ohio County, Kentucky.

(Y) NON-ASSIGNMENT; BINDING EFFECT

Subject to the rider attached hereto, Tenant shall not assign the aforesaid lease, or any provisions thereof, without the written consent of Landlord. This lease shall bind and be to the benefit of the parties hereto, and their respective heirs, personal representatives, heirs, successors and assigns.

The representative of Tenant executing this lease personally guarantees payment of all amounts of rent, fees, charges, costs, etc. as noted herein.


IN TESTIMONY WHEREOF, Landlord and Tenant, either in person or through their officers who have been duly authorized to take such action by

LANDLORD:

OHIO COUNTY FISCAL COURT

BY: _____
OHIO COUNTY JUDGE EXECUTIVE

TENANT:

BY: 
Charlie Dawson
Date: 11/21/25