

### THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made effective as of the 1ST day of JULY, 2018 (the "Effective Date"), by and between **REGIONS BANK**, an Alabama state banking corporation ( "Landlord"), and **CORNMAN, BRYAN, WATTS, & ELLIOTT, CPAS, PLLC**, a Kentucky limited liability company ("Tenant").

#### RECITALS

A. Landlord and Tenant are currently parties to that certain Lease Agreement dated June 15, 2009, as amended by that certain First Amendment to Lease Agreement dated June 26, 2012 and that certain Second Amendment to Lease Agreement (as amended, modified, and/or assigned from time to time, the "Lease") whereby Landlord leases to Tenant certain premises (the "Premises") consisting of approximately 4,300 rentable square feet in the building located at 117 North 7<sup>th</sup> Street, Mayfield, Kentucky (the "Building").

B. Landlord and Tenant wish to amend certain provisions of the Lease, and have agreed to execute this Amendment for the purpose of memorializing such amendments.

#### AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such term in the Lease.

2. Extended Term. Landlord and Tenant acknowledge and agree that the Term of the Lease is expected to expire on June 30, 2018. Notwithstanding such expected expiration, Landlord and Tenant further acknowledge and agree that the Term shall be and is hereby extended through June 30, 2023 (as such Term is extended hereby, the "Extension Term"). All of the terms and conditions contained in the Lease shall apply during the Extension Term, except that Base Rent for such Extended Term shall be as set forth in Section 3 hereof.

3. Extension Term Base Rent. Effective as of June 1, 2018, Base Rent for the Extension Term shall be as follows:

<u>Period</u>	<u>Annual Base Rental</u>	<u>Monthly Base Rent</u>
July 1, 2018 – June 30, 2019	\$19,200.00	\$1,600.00
July 1, 2019 – June 30, 2020	\$20,844.00	\$1,737.00
July 1, 2020 – June 30, 2021	\$22,500.00	\$1,875.00
July 1, 2021 – June 30, 2022	\$24,144.00	\$2,012.00
July 1, 2022 – June 30, 2023	\$25,800.00	\$2,150.00

4. Expiration. Section 2.1(c) of the Lease is hereby amended by deleting the phrase “June 30, 2018” and replacing it with the phrase “June 30, 2023.”

5. Option to Renew. Section 2.2 of the Lease shall be deleted in its entirety and replaced with the following:

“2.2. Option to Renew. Tenant is hereby granted the option to extend the Extension Term with respect to the Leased Premises for one (1) additional term of five (5) years (the “Extended Term”). The Extended Term will be on the same terms and conditions as are set forth in this Lease except that the Base Rent (as hereinafter defined) for each Lease Year in such Extended Term payable by Tenant during the Extended Term shall be equal to the then prevailing fair market rental non-renewing, non-equity tenants are then receiving in connection with the lease of comparable space in Mayfield, Kentucky; provided, however, that in no event shall the Base Rent for any subsequent Lease Year be less than the Base Rent payable for the prior Lease Year.

At least ninety (90) days prior to the end of the Extension Term, as extended Tenant shall notify Landlord, in writing, of its desire to renew; within thirty (30) days of receipt of such notice by Landlord, Landlord shall notify Tenant, in writing, of Landlord's estimation of the prevailing fair market rental for the Leased Premises. If, within the next thirty (30) days, Landlord and Tenant cannot agree as to the prevailing fair market rental, then they shall, within the next ten (10) days, select a mutually agreed upon MAI appraiser with at least ten (10) years' experience in the appraisal of similar premises to that of the Leased Premises in the Mayfield, Kentucky area. Upon selection, such appraiser shall determine the prevailing fair market rental of the Leased Premises and such determination shall be binding upon both Landlord and Tenant as the rental rate for the Extended Term. The parties shall share equally in the costs of the appraiser.

Notwithstanding the foregoing, at the time of exercise of such renewal option, no Event of Default shall exist under the Lease, and Tenant shall be operating a business in the Leased Premises in accordance with the Permitted Use (as defined in Section 4.1 (Permitted Use) of this Lease). If such renewal option is not timely exercised, Tenant's right to renew shall expire and the Lease shall terminate at the end of the Extension Term.

6. Commissions. Each party represents and warrants to the other that it has not been represented by a broker, agent or other person in connection with this transaction, and that it has not dealt with any broker, other than CBRE (the “Landlord's Broker”). Landlord hereby agrees to pay Landlord's Broker a brokerage commission pursuant to a separate agreement.

7. Authority. Landlord and Tenant affirm and covenant that each has the authority to enter into this Amendment, to abide by the terms hereof, and that the signatories hereto are authorized representatives of their respective entities empowered by their respective entities to execute this Amendment.

8. Modification of Lease. Except as expressly modified and amended herein by this Amendment, all other provisions of the Lease shall remain in full force and effect.

9. Binding Effect. Landlord and Tenant hereby agree that this Amendment shall be binding on each and shall inure to the benefit of Landlord and Tenant, their respective permitted assignees, transferees, or other successors in interest.

10. Multiple Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes. The parties agree that this Amendment may be transmitted between them by facsimile machine or email. The parties intend that faxed or scanned signatures (such as, without limitation, scanned signatures in pdf format) constitute original signatures and that a faxed or scanned agreement containing the signatures (original, faxed or scanned) of all the parties is binding on the parties.

11. Severability. In the event that any one or more of the terms or provisions contained in this Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not impact any other terms or provisions of this Amendment, with such other terms and provisions to survive, and this Amendment shall be construed as if such invalid, illegal, or unenforceable terms or provisions had never been contained herein.

12. Governing Law. The Lease (as amended by this Amendment) shall be construed in accordance with and governed by the laws of the state in which the Premises are located (without regard to conflict of law principles).

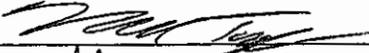
13. Drafter. This Amendment is the result of negotiation between Landlord and Tenant, and the identity of the draftsman shall not be utilized in the interpretation of any provision of this Amendment, nor shall this Amendment be construed against the draftsman or the party responsible for preparing this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment to be effective as of the date first set forth above.

**LANDLORD:**

**REGIONS BANK,**  
an Alabama state banking corporation

By:   
Name: Maxwell Taylor  
Its: VP

**TENANT:**

**CORNMAN, BRYAN, WATTS, & ELLIOTT,**  
**CPAS, PLLC,**  
a Kentucky limited liability company

By:  CPA  
Name: JOHN SC. ELLIOTT, CPA  
Its: MANAGING MEMBER