

## FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the "Amendment") is made this 26 day of June, 2012 by and between **REGIONS BANK**, an Alabama state banking corporation (hereinafter called "Landlord") and **CORNMAN, BRYAN & WATTS, PSC**, a Kentucky corporation (hereinafter called "Tenant").

### WITNESSETH:

Whereas, the parties entered into that certain Lease Agreement dated June 15, 2009 (the "Lease"), whereby Landlord leased to Tenant the space described therein (the "Demised Premises") in the office building located at 117 North 7<sup>th</sup> Street in the City of Mayfield, Kentucky (the "Property");

Whereas, the parties desire to enter into this Amendment in order to set forth the specific terms and conditions by which the Lease, shall be amended to, among other things, extend the Lease term of the Demised Premises.

Now, therefore, in consideration of the premises and mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to amend the Lease. This Amendment shall be upon all the terms, conditions, covenants and agreements contained in the Lease, with any exceptions noted herein:

1. **Extended Term.** The Term of the Lease shall be extended for a period of one (1) year (the "Extended Term") from July 1, 2012 (the "Extended Term Commencement Date"), so that the Lease is now scheduled to expire at midnight on June 30, 2013 (the "Extended Term Expiration Date"). All terms and conditions of the Lease shall be applicable to the Demised Premises during the Extended Term, except as expressly set forth herein to the contrary. This extension of the Term supersedes and replaces any existing extension or renewal option(s) contained in the Lease, including, but not limited to, Section 2.2 of the Lease, all of which are hereby terminated, with any exceptions noted herein.

2. **Revised Base Rent for Extended Term.** Tenant's obligation to pay Base Rent and Additional Rent under the Lease shall continue as set forth in the Lease during the Extended Term, except that: Base Rent for the Extended Term shall be calculated in accordance with the following schedule:

EXTENDED TERM	ANNUAL BASE RENT	MONTHLY BASE RENT
7/1/12 – 6/30/13	\$14,420.04	\$1,201.67

3. **Renewal Options.** Provided and upon the condition that Tenant shall not be in default under the terms of Lease, the Tenant shall have two (2) separate but successive renewal terms (each, a "Renewal Term") of one (1) year each. Such Renewal Term shall be on the same terms and conditions as set forth under the Lease, as amended herein, except that Base Rent payable by Tenant to Landlord during such renewal terms shall be as follows:

RENEWAL TERM OPTIONS	ANNUAL BASE RENT	MONTHLY BASE RENT
7/1/13 – 6/30/14	\$14,420.04	\$1,201.67
7/1/14 – 6/30/15	\$14,420.04	\$1,201.67

Each option may be exercised by Tenant providing written notice of its desire to renew the Lease to Landlord at least ninety (90) calendar days prior to the expiration of the then current Extended Term or Renewal Term.

4. **Controlling Provisions.** To the extent the provisions of this Amendment conflict or are otherwise inconsistent with the Lease, the terms of this Amendment shall control.

5. **Brokers.** Tenant warrants and represents to Landlord that, except for CBRE, Inc. (representing the Landlord), no broker, finder, real estate agent or other person is entitled to a commission, fee or other compensation in connection with or as a result of the Lease or the transactions contemplated hereby or hereunder. The commission of the broker(s) identified above shall be paid a commission by Landlord pursuant to a separate commission agreement and the commission shall be payable 100% at Lease execution. Tenant and Landlord hereby indemnify and agree to hold each other harmless against any and all claims, losses, costs and damages (including reasonable attorneys' fees) arising in connection with the execution of this Amendment due to any action of the indemnifying party.

6. **Authority.** Landlord and Tenant affirm and covenant that each has the authority to enter into this Amendment and 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.

7. **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 affect 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.

8. **Force and Effect.** This Amendment is hereby incorporated into, shall be a part of, and is subject in all respects to the terms and conditions of the Lease. Except as expressly amended and modified herein, all other terms, covenants and conditions of the Lease as previously amended and modified shall remain in full force and effect.

9. **Capitalized Terms.** Any undefined capitalized terms used in this Amendment shall have the same meaning as provided in the Lease.

10. **Successors and Assigns.** The conditions, covenants and agreements contained herein shall be binding upon the parties hereto and their respective successors and assigns.

11. **Counterparts and Fax Signatures.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute one and the same instrument. This Amendment may be executed by facsimile, and a fax signature shall be deemed the equivalent of an original.

In Witness Whereof, the parties hereto have executed this First Amendment To Lease Agreement as of the day and year first above written.

**Witness:**

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**Landlord: Regions Bank**

Signed: Kesh B. Pressley  
Print Name: Kesh B Pressley  
Title: Senior Vice President  
Date: 6/28/12

**Witness:**

Teresa L. Leigh  
TERESA L. LEIGH

**Tenant: Cornman, Bryan & Watts, PSC**

Signed: Earl L. Watts  
Print Name: Earl L. Watts  
Title: PRES  
Date: 06-26-2012