

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into by and among REGIONS BANK, an Alabama banking corporation ("Landlord"), CORNMAN, BRYAN & WATTS, PSC, a Kentucky professional services corporation ("Original Tenant"), and CORNMAN, BRYAN, WATTS & ELLIOTT, CPAS, PLLC, a Kentucky limited liability company (the "New Tenant").

### RECITALS

WHEREAS, the Landlord and the Original Tenant entered into that certain Lease Agreement dated June 15, 2009, as subsequently amended by that certain First Amendment to Lease Agreement dated June 26, 2012 between the Landlord and the Original Tenant (as further amended, the "Lease"), pertaining to the leasing of office space by Original Tenant in the building located at 117 North 7th Street, Mayfield, Kentucky;

WHEREAS, the Original Tenant desires to assign and transfer all of its rights, title and interest in and to the Lease to the New Tenant, and New Tenant desires to assume and to keep, perform, and fulfill all the terms, covenants, conditions and obligations required to be kept, performed, and fulfilled by the Original Tenant as the Tenant thereunder;

WHEREAS, pursuant to the terms of the Lease, the current term of the Lease will expire on June 30, 2013; and

WHEREAS, Landlord and New Tenant, as Tenant under the Lease as assumed herein, desire to extend and modify the Lease upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby extended and modified as follows:

### AGREEMENT

1. Recitals. The above recitals are incorporated herein and deemed a part of this Amendment.
2. Assignment. Original Tenant hereby assigns, transfer and conveys unto New Tenant, all of the right, title and interest of Original Tenant in, to and under the Lease, subject to the terms and conditions hereof. New Tenant hereby assumes and agrees to be bound by and to perform all of the terms, covenants, conditions, obligations and agreements of Original Tenant under the Lease. All references to "Tenant" in the Lease are hereby amended to refer to "Cornman, Bryan, Watts & Elliott, CPAS, PLLC."
3. Landlord Consent. Landlord hereby consents to the assumption of the Lease by New Tenant. This consent shall not be deemed to alter or modify any of the terms and conditions of the Lease, or the rights and obligations thereunder, except as expressly provided herein.

4. Term. The Term shall be extended for a period of five (5) years commencing on July 1, 2013 and terminating on June 30, 2018 (the "Extension Term").

5. Expiration. Section 2.1(c) of the Lease shall be deleted in its entirety and the following shall be substituted in place thereof:

"(c) Expiration. The Term shall end and this Lease shall expire on June 30, 2018 (the "Expiration Date") unless extended pursuant to Section 2.2 below."

6. Rent. New Tenant's obligation to pay Base Rent and Additional Rent under the Lease shall continue as set forth in the Lease during the Extension Term except that Base Rent for the Extension Term shall be calculated as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
July 1, 2013 – June 30, 2014	\$13,699.08	\$1,141.59
July 1, 2014 – June 30, 2015	\$13,965.84	\$1,163.82
July 1, 2015 – June 30, 2016	\$14,384.76	\$1,198.73
July 1, 2016 – June 30, 2017	\$14,816.40	\$1,234.70
July 1, 2017 – June 30, 2018	\$15,260.88	\$1,271.74

7. Option to Renew. Section 2.2 of the Lease shall be deleted in its entirety and the following shall be substituted in place thereof:

"2.2 Option to Renew. Tenant is hereby granted the option to extend the Term with respect to the Leased Premises for two (2) additional terms of five (5) years each (each an 'Extended Term'). Each 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 each such Extended Term payable by Tenant during such 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 or the first Extended Term, as applicable, 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 such 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 or first Extended Term, as applicable."

8. Incorporation. This Amendment is hereby incorporated into, shall be a part of, and is subject in all respects to the terms of the Lease. The Lease shall be deemed amended as set forth herein above and to the extent necessary to carry out the intent of this Amendment. Except as amended by this Amendment, all the terms, conditions and covenants of the Lease are valid, shall remain in full force and effect, and are hereby ratified and confirmed; provided that the event of any inconsistencies between the terms this Amendment and the terms of the Lease, the terms of this Amendment shall control with respect to the express subject matter hereof.

9. Release of Landlord. Neither the Original Tenant nor New Tenant have any claim of any nature whatsoever, at law, in equity or otherwise, against the Landlord, nor any of its officers, directors, employees, agents, servants, representatives, attorneys, successors, successors-in-interest, predecessors-in-interest and assigns (hereinafter referred to collectively as the "Released Parties"), or any of them, as a result of any acts or omissions of the Released Parties, or any of them, under the Lease prior to and including the date hereof. The Original Tenant and New Tenant, for themselves and for their respective successors, executors, heirs, administrators, and assigns, each hereby unconditionally waive and release the Released Parties, and forever discharge the Released Parties, of and from any and all manner of action, suits, claims, counterclaims, causes of action, offsets, deductions, breach or breaches, default or defaults, debts, dues, sums of money, accounts, deposits, damages, losses, liabilities, demands, costs, expenses, and compensation of every kind and nature, past, present, and future, known or unknown (herein collectively, "Claims"), that the Original Tenant and the New Tenant and any of their respective successors, executors, heirs, administrators, and assigns, or any of them, can or now have or may have at any time hereafter against the Released Parties, or any of them, by reason of any matter, cause, transaction, occurrence or omission whatsoever, which happened or has happened on or before the date of this Amendment, on account of or arising from or which is connected in any manner whatsoever with, the Lease, the Leased Premises, the Building or any other matter or thing that has occurred before the signing of this Amendment, known or unknown. Any and all such Claims are hereby declared to be satisfied and settled, and the Original Tenant and the New Tenant, for themselves and for their respective successors, executors, heirs, administrators, and assigns, each hereby discharge the Released Parties from any liability with respect to any and all such Claims.

10. 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.

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

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

13. 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.

*[Signatures on following page.]*

IN WITNESS WHEREOF, Landlord, Original Tenant, and New Tenant have caused this Amendment to be executed on their behalf by their duly authorized officers, all as of the Effective Date.

LANDLORD:

REGIONS BANK

By: *K. B. Perry*  
Its: Senior Vice President

ORIGINAL TENANT:

CORNMAN, BRYAN & WATTS, PSC

By: *Earl L. Watts*  
Its: President

NEW TENANT:

CORNMAN, BRYAN, WATTS & ELLIOTT,  
CPAS, PLLC

By: *Jon Elliott* CPA  
Its: MANAGING MEMBER