

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made this 15 day of June 2009 (the "Effective Date"), between **REGIONS BANK**, an Alabama state banking corporation ("Landlord") and **CORNMAN, BRYAN & WATTS, PSC**, a Kentucky corporation ("Tenant").

RECITALS

A. Landlord is the owner of that certain building located in City of Mayfield in the State of Kentucky, commonly known as the Regions Bank Building located at 117 North 7th Street, Mayfield, Kentucky 2002006176 (the "Building"). The Building contains a total of approximately 10,041 rentable square feet.

B. Landlord desires to lease to Tenant those certain premises in the Building representing a portion of the second floor of the Building deemed to contain approximately 4,300 rentable square feet (the "Leased Premises"). For purposes of this Lease, references to the Building include the Leased Premises unless otherwise indicated herein.

AGREEMENT

In consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof), the parties agree as follows:

ARTICLE I DEMISE

1.1 Leased Premises. Subject to the terms and conditions hereof, Landlord hereby demises and leases to Tenant, and Tenant does hereby lease and rent from Landlord the Leased Premises located in the Building.

1.2 Delivery of Possession. Landlord shall deliver to Tenant access to and possession of the Leased Premises upon execution of this Lease by both parties with obligation to pay Rent on the Commencement Date.

ARTICLE II TERM

2.1 Term.

(a) Commencement; Initial Term. The initial term of this Lease (the "Term") is for a period of three (3) years and six months commencing on January 1, 2009 (the "Commencement Date").

(b) Lease Year. The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive months. The first Lease Year shall begin on the Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

(c) Expiration. The Term shall end and this Lease shall expire on June 30, 2012 (the "Expiration Date") unless extended pursuant to Section 2.2 below.

2.2 Option to Renew. Tenant is hereby granted the option to extend the Lease Term with respect to the Leased Premises for two (2) additional terms of three (3) years each (each an "Extended Term"). Such extended term shall be on the same terms and conditions as set forth under this Lease except that the Base Rent (as hereinafter defined) payable by Tenant to Landlord during such extended term shall be as follows:

(a) First Renewal Period. \$14,420.04 per year or \$1,201.67 per month.

(b) Second Renewal Period. \$14,852.64 per year or \$1,237.72 per month.

At least ninety (90) days notice prior to the end of the then current Lease Term or Extended Term, as the case may be Tenant shall notify Landlord, in writing of its desire to renew the Lease.

ARTICLE III RENT

3.1 Base Rent. During the initial Term, Tenant is to pay Landlord in advance on the first day of each calendar month as base rent for the Leased Premises the monthly sums ("Base Rent") during the Initial Term of \$14,000.04 per year or \$1,166.67 per month. Base Rent and Additional Rent (as hereinafter defined) for any period of less than one (1) calendar month is to be apportioned based on the number of days in that month and is payable on the first day of that period.

3.2 Payment of Rent. All Base Rent, Additional Rent and other payments to be made to Landlord hereunder are payable, in legal tender, to: **CB Richard Ellis, AAF, Regions Bank, P.O. Box 6074, Hicksville, NY 11802**. Landlord may direct Tenant, upon written notice, to make such payments to a nother a ddrss. Such payments are to be made without a ny prior demand therefor and without any deduction or setoff whatsoever.

3.3 Additional Rent.

(a) Defined. Tenant is to pay Landlord, as "Additional Rent," any amount designated as "Additional Rent" as referred in paragraph 6.1 herein.

(b) Payment of Additional Rent. Unless otherwise specifically set forth herein, Tenant is to pay Landlord Additional Rent on the first day of each calendar month.

(c) Rental Sales Tax. In addition to the foregoing, Tenant shall be solely responsible for the payment of any and all sales or services tax imposed on Tenant's rental of the Leased Premises as required by Kentucky law.

3.4 Past Due Rent. If Tenant fails to pay Base Rent or Additional Rent when due, or (b) any other amount or charge payable hereunder when due, Tenant shall pay an administrative fee of ten (10%) percent of the amount past due to compensate Landlord for its loss of funds and administration, and not as a penalty.

3.5 Security Deposit. INTENTIONALLY DELETED

3.6 Operating Expenses. Tenant covenants to pay all costs of providing electrical, gas, telephone and other utilities used or consumed on the Leased Premises directly to the utility provider (in accordance with Section 3.7 below), securing and insuring Tenant's contents contained in the Leased Premises and to pay for all janitorial and cleaning services directly to the applicable taxing or other entity providing said service.

3.7 Direct Utilities. Tenant will directly pay the respective provider for all electrical, gas, telephone and other utilities directly procured and consumed by Tenant at the Leased Premises. Landlord will provide water to the Lease Premises.

ARTICLE IV USE OF LEASED PREMISES

4.1 Permitted Use. The Leased Premises are to be used and occupied by Tenant solely for general administrative office use and for no other purpose (the "Permitted Use"). Tenant shall not operate under a name similar to that of Landlord or another tenant at the Building. The Leased Premises shall not be used to provide banking, investment, insurance or other financial-related services and, further, shall not contain an ATM.

4.2 Restrictions on Use; Nuisance. Tenant may not use or occupy, or permit any portion of the Leased Premises to be occupied or used, for any unlawful business, use or purpose and may not commit or allow to be committed or to exist on the Leased Premises any nuisance or other act which violates any Applicable Law (as hereinafter defined), which may disturb the quiet enjoyment of any other tenant of the Building or which may disturb, inconvenience, or cause complaints by occupants of property in proximity to the Leased Premises or permit anything to be done that would in any way increase the rate of insurance coverage on the Building and/or its contents. Tenant agrees specifically that no food, soft drink or other vending machine will be installed within the Leased Premises, except for Tenant's own use. Movement in and out of the Building of furniture or equipment may be done only during hours reasonably designated by Landlord and by means of elevators and exits reasonably designated by Landlord.

4.3 Landlord's Right of Entry. Notwithstanding Tenant's use of the Leased Premises, Landlord or its representatives may enter the Leased Premises at all reasonable hours, upon prior notice to Tenant for the purpose of: (a) inspecting the Leased Premises; (b) performing Landlord's obligations under the Lease; (c) performing any work which Landlord elects to undertake for the safety, preservation, benefit or welfare of the Leased Premises; or (d)

exhibiting the Leased Premises for lease or financing. Landlord's right of entry pursuant to this Section may not unreasonably interrupt the conducting of Tenant's business at the Leased Premises. Tenant's right of entry under this Section does not constitute an eviction of Tenant, in whole or in part, and no Base Rent or other amounts payable hereunder will be reduced or abated, in whole or in part, as a result of Landlord exercising its right of entry hereunder. Notwithstanding the foregoing, in the case of an emergency, Landlord shall be permitted to enter the Leased Premises without providing advance notice to Tenant.

4.4 Continuous Operations. Tenant shall (i) open the Leased Premises for business on the Commencement Date; (ii) employ reputable business standards and practices; and (iii) operate its business in the Leased Premises continuously during the Term.

4.5 Landlord's Space. In addition to and notwithstanding any other terms and conditions in this Lease, under no circumstances shall Tenant have any access to the premises occupied by Landlord in the remainder of the Building (the "Landlord's Space") without Landlord's consent and without being accompanied by an escort provided by Landlord. Landlord shall have the right to install any locks or other security devices or conduct any other improvements to Landlord's Space and/or other portions of the Building including, without limitation, the Leased Premises, in order to restrict access to Landlord's Space as it deems necessary, in its sole and absolute discretion.

ARTICLE V REPAIRS AND MAINTENANCE

5.1 Tenant's Obligations. Tenant shall, at Tenant's own cost and expense, maintain the Leased Premises in good condition, and shall repair any and all damage done to the Leased Premises, or any part thereof, including replacement of damaged portions or items, including without limitation all other maintenance and repairs necessary or appropriate to cause the Leased Premises to be suitable for Tenant's intended commercial purpose and occupancy. Tenant shall be responsible for repairing all damage to the Building caused by one or more acts or omissions of Tenant, its agents, guests, employees, customers, licensees, visitors or invitees or any other person using the Building with the consent of Tenant, and Tenant covenants and agrees to make all such repairs as may be required to restore the Building to as good as a condition as it was in prior to such damage. All such repairs by Tenant shall be effected in compliance with all applicable laws.

5.2 Landlord's Obligations. Landlord shall maintain the Building and make all repairs to the Building except for repairs and maintenance required by Tenant in Section 5.1 above. Landlord shall not be liable for any damage or inconvenience which may arise through repair or alterations of any part of the Building or Leased Premises; provided that Landlord, to the extent practical, shall make any repairs or alterations in such a manner so as to minimize any inconvenience to Tenant.

5.3 Rights Upon Failure to Repair or Maintain. If Tenant, following ten (10) days written notice from Landlord, refuses or neglects to make any repairs to the Leased Premises, or part thereof, for which it is responsible pursuant to this Lease, Landlord has the right (but is not

obligated), upon giving Tenant reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In so doing, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord and all incidental costs and expenses incurred in connection with the performance of any such act by Landlord, plus an additional charge of fifteen (15%) percent for overhead and profit, shall be deemed Additional Rent and is payable to Landlord within ten (10) days after demand therefor. Landlord may exercise the foregoing rights without waiving any other of its rights against Tenant or without releasing Tenant from any of its obligations under this Lease.

ARTICLE VI TENANT'S IMPROVEMENTS

6.1 Tenant's Improvements. No alteration, addition, improvement, or refinishing of or to the Leased Premises may be made by Tenant, nor shall any vending machines be installed on the Leased Premises (other than for Tenant's own use) or signs be placed on the Leased Premises that are visible from outside the Leased Premises, without the prior written consent of Landlord and without Landlord's approval of Tenant's plans and specifications therefor, which consent and approval may not be unreasonably withheld or delayed. If Tenant should desire Landlord's consent to make particular renovations, alterations and/or improvements, Tenant shall make such request to Landlord in writing. Tenant shall be solely responsible for any and all costs related to compliance with fire and safety code, whether within or without the Leased Premises, required as a consequence of Tenant's (or alterations additions or improvements made by Landlord on behalf of Tenant) alterations, additions or improvements. All alterations, additions or repairs must be made by a licensed contractor reasonably approved by Landlord.

Landlord agrees to replace the carpet and paint the Leased Premises (the "Tenant Improvement Allowance") in the amount of up to and not to exceed fifteen thousand dollars (\$15,000.00). Tenant shall repay Landlord the actual cost in equal monthly installments of Tenant Improvement Allowance each month as Additional Rent during the first Lease Term.

Without limiting Landlord's right to otherwise reasonably reject any proposed alteration, addition or improvement, Landlord will not be deemed unreasonable for rejecting any alteration or addition which (i) affects any structural or exterior element of the Building, any area or element outside of the Leased Premises or any facility serving any area of the Building outside of the Leased Premises, or (ii) will require unusual expense to readapt the Leased Premises to normal use after the Expiration Date or increase the cost of insurance or taxes on the Building.

Except as specifically set forth herein, any permanent improvement made by Tenant becomes the property of Landlord upon the installation of such permanent improvement. Any other alteration, addition or improvement made by Tenant and any building fixture installed by Tenant (including wall-to-wall carpeting, light and plumbing fixtures, wall paneling and air-conditioning equipment) becomes the property of Landlord upon the expiration or sooner termination of this Lease. At the termination of this Lease, Tenant is to surrender the Leased Premises as provided in Article XVI. Except as otherwise agreed by Landlord and Tenant, Tenant is to pay or cause to be paid all costs for work done by it or caused to be done by it on the Leased Premises. Tenant agrees to indemnify and hold Landlord free and harmless against liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims or liens

of laborers or materialmen or others for work performed or materials or supplies furnished for Tenant or persons claiming under Tenant. This indemnity survives the expiration or earlier termination of this Lease.

6.2 Trade Fixtures and Personal Property. All articles of personal property, all furniture, and all business and trade fixtures owned by Tenant or installed by Tenant at its expense in the Leased Premises or Tenant's improvements of the Leased Premises ("Tenant's Property") are and remain the property of Tenant. Subject to the applicable provisions of this Lease, Tenant's Property may be removed at any time during or at the end of the Term, provided that Tenant repairs any damage to the Leased Premises or Building caused by such removal. If Tenant fails, for whatever reason, to remove all of Tenant's Property from the Leased Premises upon termination of the Term, Landlord may, at its option, without notice to Tenant and without liability to Tenant for loss of such Tenant's Property: (a) remove such Tenant's Property in any reasonable manner that Landlord chooses and store the same; or (b) sell such Tenant's Property, or any portion thereof, at private sale and without legal process for such price as Landlord may obtain. Tenant agrees to pay Landlord, upon demand, any and all expenses incurred by Landlord in connection with such storage or sale, as the case may be. The proceeds of any sale are to be applied by Landlord in the following order: (i) to the expenses and costs of such sale; (ii) to amounts due Landlord from Tenant under the Lease; and (iii) the excess, if any, to Tenant.

6.3 Condition of Leased Premises at Commencement. Tenant's taking possession of the Leased Premises shall be conclusive evidence as against the Tenant that the Leased Premises were in satisfactory condition when the Tenant took possession. No promises of the Landlord to alter, remodel, repair or improve the Leased Premises or the Building and no representations respecting the condition of the Leased Premises or the Building have been made by Landlord to Tenant. At all times during the Term of this Lease, including any Extended Term, Tenant agrees to give Landlord prompt written notice of any apparent defective condition in or about the Leased Premises.

6.4 No Waste. Tenant shall not commit or allow any waste to be committed on any portion of the Leased Premises, and at the termination of this Lease.

ARTICLE VII INSURANCE

7.1 Tenant's Insurance. From and after the Commencement Date, Tenant is to carry and maintain, at its sole cost and expense, the following types of insurance, in the amount specified and in the form hereinafter provided:

(a) Commercial General Liability Insurance (ISO form or equivalent) naming Tenant as the named insured and Landlord as an additional insured, protecting Tenant and the additional insured against liability for bodily injury, death and property damage occurring upon or in the Leased Premises, with a minimum combined single limit of One Million Dollars (\$1,000,000.00). If the policy also covers locations other than the Leased Premises, the policy shall include a provision to the effect that the aggregate limit of Two Million Dollars (\$2,000,000.00) shall apply separately at the Leased Premises.

(b) Fire and extended coverage insurance, together with insurance against sprinkler leakage, vandalism and malicious mischief, covering Tenant's trade fixtures, furniture, equipment and other items of personal property located on or at the Leased Premises.

(c) On the Commencement Date, Tenant is to provide Landlord with a certificate of insurance evidencing the coverage required under this Section. Tenant shall deliver to Landlord at least thirty (30) days prior to the time Tenant's insurance is first required to be carried by Tenant, and upon renewals, at least thirty (30) days prior to the expiration of the term of any such insurance policy, a certificate of insurance of all policies procured by Tenant in compliance with its obligations under this Lease. Tenant must also provide Landlord with a certificate of insurance evidencing a new policy with at least the same coverage no less than thirty (30) days prior to the expiration of the old policy. All policies of insurance to be provided or obtained by Tenant under this Lease shall (i) name Landlord as an additional insured, (ii) name Landlord as a joint loss payee and (iii) contain endorsements requiring the insurer(s) to give to all additional insureds at least thirty (30) days' advance notice of any material reduction, cancellation, termination or non-renewal of said insurance. Tenant shall be solely responsible for payment of premiums for all of Tenant's Insurance. The limits of Tenant's Insurance shall not limit Tenant's liability under the Lease, at law, or in equity. If Tenant fails to provide a certificate of insurance to Landlord for a period of three (3) days after receipt of written notice from Landlord, Landlord may acquire such insurance, and Tenant shall pay Landlord the amount of the premium applicable thereto within five (5) days following receipt of written notice from Landlord of Landlord's acquisition of such insurance.

(d) Tenant will carry insurance with a minimum A.M. Best rating of A-.

(e) Tenant shall not keep or do anything in the Leased Premises that will: (i) result in an increase in the rate of any insurance on the Building; (ii) violate the terms of any insurance coverage on the Building carried by Landlord or any other tenant; (iii) prevent Landlord from obtaining such policies of insurance acceptable to Landlord; or (iv) violate the rules, regulations or recommendations of Landlord's insurers, loss prevention consultants, safety engineers, the National Fire Protection Association, or any similar body having jurisdiction over the Leased Premises. If Tenant does so, Tenant shall pay to Landlord upon demand the amount of any increase in any such insurance premium as Additional Rent. In determining the cause of any increase in insurance premiums, the schedule or rate of the organization issuing the insurance or rating procedures shall be conclusive evidence of the items and charges which comprise the insurance rates and premiums on such property.

7.2 Landlord's Insurance. Landlord shall insure the Building against fire and such other risks as are, from time to time, included in an "all risk" or "special form" property insurance policy and with such deductibles as Landlord from time to time may determine, such insurance to be in an amount equal to at least eighty percent (80%) of the full replacement cost (exclusive of the cost of excavations, footings below floor level and foundations) including any increase in value thereof resulting from increased construction costs. Such insurance shall not cover any property with respect to which Tenant or other tenants are obliged to insure. Landlord shall maintain such other insurance as it shall determine is in its best interests and shall have the

right to insure and maintain the insurance coverages set forth herein under blanket insurance policies covering other properties owned, leased or operated by Landlord or its affiliates, or Landlord may self-insure any or all of the amounts required to be carried herein with deductibles in amounts to be determined by Landlord in Landlord's sole discretion; provided that the insurance requirements in this Lease are fulfilled and the insurance coverage is not diminished in any way.

ARTICLE VIII WAIVER OF SUBROGATION

Landlord and Tenant shall obtain from their respective insurers endorsements whereby the insurers agree to waive any right of subrogation against Landlord or Tenant, as the case may be, in connection with fire or other risks or casualties covered by said insurance. Landlord agrees that it shall make no claim nor authorize any claim to be made against Tenant, its employees, servants or agents in connection with or as a result of fire, explosion or any other casualty damaging the Leased Premises or the Building. Tenant agrees that it shall make no claim nor authorize any claim to be made against Landlord, its employees, servants or agents in connection with or as a result of fire, explosion, or other casualty damaging the contents or fixtures installed in the Leased Premises.

ARTICLE IX CASUALTY AND CONDEMNATION

9.1 Casualty. If any portion of the Leased Premises is damaged or destroyed by fire or other casualty, or if the Building is materially damaged or destroyed by fire or other casualty, Landlord is to repair or restore the Leased Premises (but excluding Tenant's Property) or the Building, as the case may be, with reasonable diligence to the condition the Leased Premises or the Building was in immediately preceding the occurrence of such damage or destruction. During the period of such restoration or repair, the Base Rent, Additional Rent, and other charges, if any, payable hereunder proportionally abate to the extent the Leased Premises or Tenant's use and occupancy thereof are materially affected thereby. However, if such damage is so extensive that the substantial alteration or reconstruction of the Building shall, in Landlord's sole opinion, be required (whether or not the Leased Premises shall have been damaged by such casualty) or in the event of material uninsured loss to the Building, Landlord may, at its option, terminate this Lease by giving written notice thereof to Tenant within ninety (90) days following the occurrence of such casualty. In such case, (a) Landlord has no obligation to repair or restore the Leased Premises or Building, (b) this Lease automatically terminates as of the date of such notice, (c) the Base Rent, Additional Rent, and other charges, if any, are to be adjusted as of the date of the occurrence of such casualty, and (d) neither party has any liability by reason of such termination or further obligation to the other hereunder except the obligations under Article XI (Indemnity) and such other obligations which survive the termination of this Lease. If Landlord does not thus elect to terminate this Lease, Landlord shall commence and proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord's obligation to restore shall not exceed the scope of the work required to be done by Landlord in originally constructing the Building, nor shall Landlord be required to spend for such work an amount in excess of the

insurance proceeds actually received by Landlord as a result of the casualty. When the Building has been restored by Landlord, Tenant shall complete restoration of Tenant's Property.

Except for the abatement of rent and other charges as set forth above, Tenant is not entitled to, and hereby waives all claims against Landlord for, any compensation or damage for loss of use of the whole or any part of the Leased Premises, or for any inconvenience or annoyance occasioned by any such damage, destruction, repair or restoration. If the Leased Premises or any other portion of the Building be damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, employees, or invitees, the Base Rent and Additional Rent hereunder shall not be diminished during the repair of such damage, and Tenant shall be liable to Landlord for the cost of the repair and restoration of the Building and the Leased Premises caused thereby to the extent such cost and expense is not covered by insurance proceeds under policies provided by either Landlord or Tenant hereunder. The provisions of any Applicable Law under which a lease is automatically terminated or a tenant is given the right to terminate a lease upon the occurrence of any such damage or destruction, are hereby expressly waived by Tenant to the maximum extent permitted under Applicable Law.

9.2 Condemnation. If the whole or substantially the whole of the Building or the Leased Premises should be taken for any public or quasi-public use, by right of eminent domain or otherwise or should be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building or the Leased Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Building or the Leased Premises is thus taken or sold, Landlord (whether or not the Leased Premises are affected thereby) may terminate this Lease by giving written notice thereof to Tenant, in which event this Lease shall terminate as of the date when physical possession of such portion of the Building or Leased Premises is taken by the condemning authority. If this Lease is not so terminated upon any such partial taking or sale, the Base Rent and Additional Rent and additional sums in the case of any partial taking or condemnation, shall be apportioned based on the portion of the Leased Premises taken, if any, and Landlord shall, to the extent Landlord deems feasible, restore the Building and the Leased Premises to substantially their former condition, but such work shall not exceed the scope of the work required to be done by Landlord in originally constructing the Building, nor shall Landlord be required to spend for such work an amount in excess of the amount received by Landlord as compensation for such damages. All amounts awarded upon a taking of any part or all of the Building or the Leased Premises shall belong to Landlord, and Tenant shall not be entitled to and expressly waives all claim to any such compensation, including any award or ascertainment for the value of Tenant's leasehold estate, which value is hereby assigned to the Landlord.

ARTICLE X INDEMNITY

10.1 Indemnification by Tenant. Tenant hereby agrees to defend, pay, indemnify and save free and harmless Landlord from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, from, or on

account of any occurrence in, upon, at or from the Leased Premises, and, to the extent resulting wholly or in part from the gross negligence or willful misconduct or omission of Tenant or Tenant's officers, employees, agents, contractors or invitees, the Building. Provided, however, the foregoing indemnity shall not apply to the extent such claims result from the gross negligence or willful misconduct of Landlord or Landlord's officers, employees, agents, contractors or invitees.

10.2 No Liability. Notwithstanding Section 11.1, Landlord is not responsible or liable at any time to Tenant for any loss of life, bodily or personal injury, damage to property or business, or business interruption caused by persons other than Landlord or Landlord's officers, employees, agents, contractors or invitees. Landlord is not responsible or liable at any time for loss of life, or injury or damage to any person or to any property or business of Tenant, or those claiming by, through or under Tenant, (a) caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in any part of the Leased Premises unless due to the gross negligence or willful misconduct of Landlord or its officers, employees, agents, contractors or invitees, or (b) caused by or resulting from acts of God or the elements.

10.3 Survival. The obligations of the parties under this Article XI shall survive the expiration or earlier termination of this Lease.

ARTICLE XI ASSIGNMENT AND SUBLETTING

11.1 No Assignment without Consent. Tenant shall not assign, sublease, transfer, pledge, encumber or permit the use by others of the Leased Premises, or any part thereof, without in each instance the prior written consent of Landlord, which consent may be withheld or denied in Landlord's sole discretion. Any attempted assignment, sublease or other encumbrance by Tenant in violation of the terms and covenants of this Section 11.1 shall be void.

11.2 Transfer of Ownership Interest in Tenant

(a) If Tenant is a corporation or a limited liability company, the sale or transfer of fifty (50%) percent or more of the capital stock or ownership interests of Tenant, or the merger or consolidation of Tenant with another corporation or entity in which Tenant is not the surviving entity, shall constitute an assignment of this Lease within the meaning of Section 12.1.

(b) If Tenant is a partnership, then in the event that, during the Term or an Extended Term, there shall occur in any one transaction or series of related transactions a change of more than thirty-three and one-third (33-1/3%) percent of the partnership interest in Tenant, such change shall constitute an assignment of this Lease within the meaning of Section 11.1, and each partner of Tenant immediately prior to such change in partnership interest shall continue to remain liable for the obligations of Tenant hereunder unless Landlord and Tenant shall agree to the release of such partner from any further liability hereunder. Except as otherwise provided in the preceding sentence, no partner of Tenant shall have any liability for the obligations of Tenant

hereunder except for the period during which such partner owns or owned a partnership interest in Tenant.

11.3 Assignment of Sublease. In the event that Tenant shall desire to assign this Lease or sublet the Leased Premises or any part thereof, Tenant shall give Landlord written notice of such desire, along with the name of the proposed assignee or sublessee and a copy of the proposed assignment or sublease agreement, at least ninety (90) days in advance of the date on which Tenant desires to make such assignment or sublease. Landlord shall then have a period of thirty (30) days following receipt of such notice within which to notify Tenant in writing that Landlord elects either (i) to permit Tenant to assign or sublet such space, (ii) to refuse such request to assign or sublet such space (which refusal may be made by Landlord without regard to any commercially reasonable standard), or (iii) to terminate this Lease as to the space so affected as of the date so specified by Tenant in which event Tenant will be relieved of all obligations arising thereafter as to such space. Any rent or other payments otherwise due Tenant as a result of assignment or subletting of all or any portion of the Leased Premises in excess of rent due Landlord by Tenant on such space hereunder shall be payable as Additional Rent to Landlord by Tenant promptly upon receipt by Tenant, and Tenant hereby assigns all rights it might have or ever acquire in any such proceeds to Landlord. If Landlord should fail to notify Tenant in writing of such election within said thirty (30) day period, Landlord shall be deemed to have elected option (ii) above. No assignment or subletting by Tenant shall relieve Tenant of any obligation under this Lease. Any consent of Landlord hereunder is subject to receipt by Landlord of an executed copy of the sublease or assignment agreement.

11.4 Further Assignment. Notwithstanding Landlord's consent on any one occasion, the rights of Landlord set forth in Section 11.3 shall apply to any further assignment or sublease by Tenant.

11.5 Assigns and Sublessees. The provisions of this Article XI shall be binding on any permitted assigns or sublessees of Tenant.

ARTICLE XII ATTORNMENT; SUBORDINATION; AND ESTOPPEL CERTIFICATE

12.1 Attornment. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Building of which the Leased Premises form a part, or in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

12.2 Subordination. The rights of Tenant under this Lease shall be and are subject and subordinate at all times to any lien, mortgage or deed of trust now or hereafter in force against the Building or upon the Leased Premises, and to all advances, renewals or extensions made or hereafter to be made upon the security thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, or the lien thereof, to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Within ten (10) days after receipt of request therefor by Landlord, Tenant shall deliver to

Landlord a subordination and non-disturbance agreement subordinating this Lease to any mortgage or other lien now existing or hereafter placed upon the Leased Premises or the Building as a whole, or attorning to the holder of any such liens, as requested by any lender or proposed lender to evidence such subordination.

12.3 Estoppel Certificate. Within ten (10) days after receipt of request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Leased Premises and/or the land thereunder by Landlord an Estoppel Certificate shall be required from Tenant, Tenant agrees to deliver a certificate to any proposed mortgagee or purchaser or to Landlord, certifying (if such be the case) that this Lease is in full force and effect, that there are no defenses or offsets thereto, or stating those claimed by Tenant and certifying such other matters directly related to this Lease that may be reasonably requested by Landlord.

12.4 Attorney-in-Fact. If Tenant should fail to execute any subordination or other agreement required by this Article XII, promptly as requested, Tenant hereby irrevocably appoints Landlord as its attorney-in-fact to execute such instrument(s) in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest.

ARTICLE XIII TENANT'S DEFAULT

The occurrence of any one or more of the following events, acts or occurrences constitutes an event of default ("Event of Default") hereunder:

13.1 Rent. Tenant defaults in the payment of Base Rent or Additional Rent when due hereunder.

13.2 Other Monetary Obligations. Tenant defaults in the payment of any monetary obligation due hereunder other than Base Rent or Additional Rent for more than ten (10) days after written notice of failure to pay.

13.3 Other Covenants. Tenant defaults in the performance of any other covenant, agreement, condition, rule or regulation herein contained or provided for, or hereafter validly established, for more than ten (10) days after Landlord gives Tenant notice of such default, or, if such default is not capable of being cured within such ten (10) day period, Tenant has not commenced such performance in good faith within such ten (10) day period and is not diligently and continuously seeking to cure such default.

13.4 Continuous Operations. The failure by Tenant to accept the Leased Premises, to promptly move into, to take possession of, and to continuously operate its business on the Leased Premises when the Leased Premises are substantially complete, or if Tenant ceases to do business in or abandons any substantial portion of the Leased Premises.

13.5 Insolvency. (a) Tenant admits in writing its inability to pay its debts generally; (b) Tenant makes a general assignment for the benefit of creditors; (c) any proceeding is instituted by or against Tenant (i) seeking to adjudicate it a bankrupt or insolvent, (ii) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization

or relief of debtors, or (iii) seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against Tenant, either such proceeding remains undismissed or unstayed for a period of thirty (30) days or any of the actions sought in such proceeding occurs; or (d) Tenant takes any action to authorize any of the actions set forth in this Section 13.5.

ARTICLE XIV LANDLORD'S REMEDIES

Upon the happening of an Event of Default, in addition to all other remedies that Landlord may have hereunder or under applicable law, Landlord has the following rights and remedies:

14.1 Right of Re-Entry. Landlord has the right to re-enter and take possession of the Leased Premises. In furtherance of such right, Landlord has the right to re-enter or repossess the Leased Premises, either by force, summary proceeding, surrender or otherwise, and dispose of and remove therefrom Tenant, or other occupants thereof, and their effects, and alter the locks and other security devices at the Leased Premises. Landlord may do the above without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Notwithstanding such retaking of possession by Landlord, Tenant's liability for Base Rent, Additional Rent and other monetary payments provided for herein are not extinguished except as otherwise set forth in this Article.

14.2 Right to Terminate. Landlord may exercise its right to re-enter under Section 14.1, or take possession pursuant to legal proceeding or pursuant to any notice provided for by applicable law, and terminate this Lease. If Landlord terminates this Lease, Tenant is to pay to landlord a sum equal to any and all Base Rent, Additional Rent and other monetary payments that are then due and which will become due under this Lease for the balance of the Term within thirty (30) days of such termination of Lease. If Landlord elects to terminate this Lease, the amount to be collected by Landlord is the value of the unpaid Base Rent, Additional Rent and other monetary payments that are then due and which will become due under the Lease for the balance of the Term or any Extended Term. In addition, Landlord may recover all other damages it incurs which are reasonably related to such default from Tenant.

14.3 Right to Re-Let. Landlord may exercise its right to re-enter under Section 14.1 or take possession pursuant to legal proceedings or pursuant to any notice provided for by applicable law and, without terminating this Lease, make such alterations and repairs as may be necessary to relet the Leased Premises, and relet all or any part of the Leased Premises as the agent of and for the account of Tenant upon such terms and conditions as Landlord may deem advisable. Upon any such relettings, the rents received therefrom are to be applied to (a) the expenses of reletting and collection of rents, including the costs of the renovation and alteration of the Leased Premises, or portion thereof, (b) reasonable attorneys' fees and real estate commissions and other repossession costs paid, and (c) thereafter to make such payment of all sums due or to become due Landlord under this Lease. If a sufficient sum is not then realized from such reletting to pay such amounts set forth in the immediately preceding sentence, Tenant is to pay Landlord any such deficiency, on demand, and Landlord may bring an action against

Tenant therefor as each and every such deficiency arises. Notwithstanding any reletting pursuant to this Section, Landlord may at any time thereafter elect to terminate this Lease for such Event of Default.

14.4 Re-Entry Not An Election To Terminate. No re-entry or taking possession of the Leased Premises by Landlord is an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination is decreed by a court of competent jurisdiction.

14.5 Landlord's Remedies are Cumulative. All the remedies of Landlord in the event of Tenant default shall be cumulative and, in addition, Landlord may pursue any other remedies permitted by law or in equity. Forbearance by Landlord to enforce one or more of the remedies upon an Event of Default shall not constitute a waiver of such default.

ARTICLE XV REPRESENTATIONS AND WARRANTIES

Tenant makes the following representations and warranties to Landlord:

(a) ADA. Tenant will keep the Leased Premises free from any architectural barrier (installed by Tenant with or without the approval of Landlord) as is necessary and readily achievable to comply with the ADA.

(b) Organization. Tenant is a corporation duly organized, validly existing and in good standing under the laws of the State of Kentucky.

(c) Authorization. Tenant has the full power and authority to enter into this Lease, to consummate the transactions contemplated to be consummated by Tenant hereby and to perform its obligations hereunder. The execution, delivery and performance of this Lease by Tenant and the consummation by Tenant of the transactions contemplated to be consummated by Tenant hereby have been duly authorized and approved by all requisite action on the part of Tenant. This Lease has been duly executed and delivered by Tenant, and this Lease constitutes Tenant's valid and binding obligation, enforceable against Tenant in accordance with its terms. Tenant has all requisite power and authority and the legal right to own, pledge, mortgage and operate its properties, to lease the property it operates under lease and to conduct its business as now conducted.

(d) No Conflict or Violation. Neither the execution and delivery of this Lease by Tenant, nor the consummation by Tenant of the transactions contemplated to be consummated by Tenant hereby nor compliance by Tenant with any of the provisions hereof results in: (i) a violation of or a conflict with any provision of the articles of incorporation or bylaws of Tenant; (ii) a material breach of or a material default under any term, condition or provision of any material contract, agreement, indenture, lease, commitment, license, franchise, permit, authorization or concession to which Tenant is a party, or an event which, with the giving of notice, lapse of time or both, would result in any such breach or default; or (iii) a violation by Tenant of a law, or order, judgment, writ, injunction, decree or award, or an event which, with the giving of notice, lapse of time or both, would result in any such violation.

(e) Consents and Approvals. No consent, approval or authorization or declaration, filing or registration with any governmental or regulatory authority, or any other person, is required to be made or obtained by Tenant in connection with the execution, delivery and performance of this Lease by Tenant or the consummation by Tenant of the transactions contemplated to be consummated by Tenant hereby.

(f) Applicable Law. Tenant shall comply with all applicable laws, ordinances, rules and regulations of any governmental entity, agency or authority having jurisdiction over the Building, the Leased Premises or Tenant's use of the Leased Premises (the "Applicable Law").

(g) Building Rules. Tenant shall comply with the Building Rules adopted by Landlord and set forth on Exhibit 1 hereto, as they may be amended by Landlord from time to time (the "Building Rules"), and will cause all of its agents, employees, invitees and visitors to do so. All changes to the Building Rules will be furnished by Landlord to Tenant in writing.

ARTICLE XVI SURRENDER OF PREMISES

At expiration or termination of this Lease, Tenant agrees to: (a) surrender possession of the Leased Premises to Landlord; (b) remove at Tenant's expense, Tenant's Property; and (c) otherwise return the Leased Premises to Landlord in good condition, ordinary wear and tear excepted. Tenant agrees to be responsible and perform repairs occasioned by the removal of Tenant's Property from the Leased Premises in accordance with the provisions of this Lease. If the Leased Premises are not surrendered pursuant to this Section, Tenant agrees to indemnify Landlord against all loss or liability resulting from the delay by Tenant, including any claims made by any succeeding occupant founded on such delay. Tenant's obligations under this Article shall survive the expiration or sooner termination of this Lease.

ARTICLE XVII HOLDOVER BY TENANT

This Lease shall terminate without further notice at the expiration of the Term or Extended Term if Tenant has exercised same. If Tenant fails to vacate the Leased Premises on the Expiration Date, Landlord shall have the benefit of all provisions of law respecting the speedy recovery of possession of the Leased Premises (whether by summary proceedings or otherwise). In addition to and not in limitation of the foregoing, occupancy subsequent to the Expiration Date ("Holdover Occupancy") shall be a tenancy at will. Holdover Occupancy shall be subject to all terms, covenants, and conditions of the Lease (including those requiring payment of Additional Rent), except that the minimum Base Rent for each day that Tenant holds over ("Holdover Minimum Rent") shall be equal to twice the per diem minimum Base Rent payable in the last Lease Year. Holdover Minimum Rent for less than one month shall be prorated on a daily basis.

**ARTICLE XVIII
RELOCATION**

18.1 Relocation Space. Landlord shall be entitled to cause Tenant to relocate from the Leased Premises to a comparable space (a "Relocation Space") within the Building at any time upon ninety (90) days advance written notice of Landlord's election is given to Tenant.

18.2 Effect of Relocation. Such a relocation shall not terminate or otherwise affect or modify this Lease except that from and after the date of relocation, "Leased Premises" shall refer to the Relocation Space into which Tenant has been moved, rather than the original Leased Premises as herein defined.

**ARTICLE XIX
FORCE MAJEURE**

Anything in this Lease to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of Landlord, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease if same be due to any strikes, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, through act of God or other cause beyond the control of Landlord.

**ARTICLE XX
MISCELLANEOUS**

20.1 Legal Fees. Tenant shall pay, in addition to the rents and other sums agreed to be paid hereunder, all collection and court costs incurred by Landlord, and Landlord's reasonable attorneys' fees incurred for the collection of unpaid rents or the enforcement, defense or interpretation of Landlord's rights under this Lease, whether such fees and costs be incurred out of court, at trial, on appeal or in bankruptcy proceedings.

20.2 Governing Law. This Lease and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kentucky without regard to choice or conflict of laws rules.

20.3 Waiver. The failure by Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease in any instance shall not be construed as a waiver or relinquishment for the future enforcement of such covenant or condition, and such covenant or condition shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

20.4 Partial Payment. No payment by Tenant or receipt by Landlord of a lesser amount that the monthly installment of Base Rent or Additional Rent due under this Lease shall be deemed to be other than payment on account of the earliest rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to

Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

20.5 Personal Liability. The liability of Landlord to Tenant for any default by Landlord under this Lease shall be limited to the interest of Landlord in the Building, and Tenant agrees to look solely to Landlord's interest in the Building for the recovery of any judgment from the Landlord, it being intended that Landlord shall not be personally liable for any judgment or deficiency.

20.6 Captions. Captions contained in this Lease have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Lease or the intent of any provision hereof.

20.7 Notices. All notices, consents, requests, demands and other communications hereunder are to be in writing, and are deemed to have been duly given or made if by: (a) certified mail, return receipt requested, when received or refused by the other party, or (b) in the case of overnight courier services, such as FedEx, upon confirmation of delivery, and in each case shall be addressed as follows:

(i) if to Landlord:

Regions Bank
Corporate Real Estate/Properties Division
Attention: Portfolio Administration
250 Riverchase Parkway, Suite 600
Birmingham, AL 35244

(ii) if to Tenant:

Cornman, Bryan & Watts, PSC
117 N 7th Street
Mayfield, Kentucky 42066
Attention: Earl L. Watts, President

or to such other address as any party may designate by notice to the other party in accordance with the terms of this Section.

20.8 Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Lease, nor consent to any departure therefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought; provided, that in the event that the terms of this Lease shall ever illegally and irreconcilably conflict with any state or federal legal requirement, this Lease shall be deemed amended to the extent necessary to resolve such conflict. Landlord and Tenant agree to amend this Lease in writing from time to time to the extent mutually agreed to in order to avoid violations of state or federal legal requirements. Any waiver of any provision of this Lease and any consent to any departure from the terms of any provision of this Lease is to be effective only in the specific instance and for the specific purpose for which given.

20.09 Transfer by Landlord. Landlord shall have the right to transfer and assign, in whole or part, all of its rights and obligations hereunder and in the Building and the Leased Premises referred to herein, and in such event and upon such transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations.

20.10 Real Estate Brokerage Relationship Confirmation and Commissions. Landlord and Tenant acknowledge that CB Richard Ellis are the agents of Landlord, with all related responsibilities to the Landlord (not the Tenant). Tenant acknowledges that such brokerage relationships were disclosed to the Tenant no later than the first showing, upon first contact or immediately upon the occurrence of any change to the relationship. Landlord shall be responsible for any commission payable to its agents pursuant to a separate agreement. Landlord and Tenant hereby indemnify and agree to hold each other harmless against any loss, claim, expense or liability with respect to any commissions or brokerage fees claimed on account of the execution and/or renewal of this Lease due to any action of the indemnifying party.

20.11 Remedies Cumulative. Each and every right granted hereunder and the remedies provided for under this Lease are cumulative and are not exclusive of any remedies or rights that may be available to any party at law, in equity, or otherwise.

20.12 Severability. Any provision of this Lease which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

20.13 Successors and Assigns. All provisions of this Lease are binding upon, inure to the benefit of, and are enforceable by or against, the parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.

20.14 Third-party Beneficiary. This Lease is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under, or because of the existence of, this Lease.

20.15 Confidentiality. Landlord and Tenant acknowledge and agree that the terms and conditions contained in this Lease are confidential and proprietary to their business operations, and shall not be disclosed to any person(s) or entity(ies) other than their respective officers, employees, lenders, accountants, and attorneys, who shall each keep the terms and conditions herein confidential.

20.16 Liens. Except as provided herein, Tenant may not suffer any mechanic's or materialman's lien or any other liens to be filed against the Leased Premises or the Building by reason of work, labor, services or materials performed or furnished to Tenant or anyone holding any part of the Leased Premises under Tenant. If any such lien is at any time so filed, Tenant must, within thirty (30) days of the filing thereof, cause such lien to be released of record. If Tenant fails to have such lien released of record within such thirty (30) day period, Landlord

may (but is not obligated to) remove such lien without investigating the validity thereof and irrespective of the fact that Tenant may contest the propriety or amount thereof. Tenant, upon thirty (30) days prior written notice, is to pay Landlord as Additional Rent the amount so paid out by Landlord in connection with the discharge of such lien, including reasonable attorneys' fees and expenses. Nothing contained herein is a consent on the part of Landlord to subject Landlord's estate in the Leased Premises to any lien or liability under Applicable Law.

Notwithstanding the foregoing, Tenant hereby grants to Landlord a lien on all property of Tenant now or hereafter placed in or upon the Leased Premises including, without limitation, Tenant's Property, and such property shall be and remain subject to such lien of Landlord for payment of all Base Rent and Additional Rent and other sums agreed to be paid by Tenant herein.

20.17 Counterpart Facsimile Execution. For purposes of executing this Lease, a document signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or telecopy document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or telecopier or the fact that any signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement of this Lease or any amendment or other document executed in compliance with this Section.

20.18 Exhibits. All of the Exhibits attached to this Lease are deemed incorporated herein by reference.

20.19 Counterparts. This Lease may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.

20.20 Recordation. Tenant agrees not to record this Lease or any memorandum hereof without the prior written consent of Landlord. Landlord may record this Lease or a memorandum thereof, at its sole discretion.

20.21 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

20.22 Rules. Landlord, from time to time, has the right to make, establish and promulgate reasonable and nondiscriminatory rules and regulations for the Building, and the occupants and tenants thereof, and Tenant must observe, keep and comply with and cause its employees and invitees to observe, keep and comply with such reasonable rules and regulations.

No such rule or regulation may be inconsistent with this Lease or proscribe Tenant's use and occupancy of the Leased Premises.

20.23 Interpretation. For purposes of this Lease references made to the Building include the Leased Premises unless otherwise indicated herein.

20.24 Acceptance. Each party hereto acknowledges that it has read this Lease and that its signature hereto signifies acceptance of each and every term hereof.

20.25 Entire Agreement. This Lease sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Leased Premises, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them other than set forth herein. Except as herein otherwise provided, no subsequent alterations, a mendment, change or additions to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both of them.

IN WITNESS WHEREOF, the parties have duly executed this Lease by their respective authorized representatives as of the Effective Date.

REGIONS BANK

By: _____

Its: _____

CORNMAN, BRYAN & WATTS, PSC

By: _____

Earl L. Watts
President

EXHIBIT 1

BUILDING RULES

1. Tenant shall keep the Leased Premises and all common areas (the "Common Areas") utilized by Tenant, its agents, employees, independent contractors, licensees and invitees, clean and shall not allow debris from the Leased Premises to collect in any of the corridors, halls, stairs, ventilators, elevators, lobbies or other areas of the Building. All trash, refuse and debris shall be placed in appropriate containers designated for trash collection by Landlord from time to time. Tenant shall not place in any trash receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. Tenant shall use its best efforts to require its agents, employees, independent contractors, invitees and licensees to deposit all trash, refuse and debris only in appropriate trash receptacles within the Building or Leased Premises and to refrain from littering any portion of the Building or the real property upon which the Building is located (the "Real Property") with trash or other debris.
2. Hallway doors to the Leased Premises opening into Common Areas or public corridors shall have no signs, door hardware, kickplates or other fixtures attached thereto unless approved in writing by Landlord and shall be kept closed at all times except for those limited periods when actually used for entry to and exit from the Leased Premises. No signs (including name plates or signage identifying the Tenant as the tenant of the Leased Premises), banners, flags, placards, pictures, names, advertisements or notices shall be installed or displayed upon the interior or exterior portions of the Building or within those portions of the Leased Premises which are visible from the exterior of the Building or any of the Common Areas without Landlord's prior written approval. Informational signage identifying Tenant's office space and lobby area building directories shall be of a standard and uniform size and of color and style approved by Landlord. Tenant agrees to conform to Landlord's general guidelines relating to signs inside the Building, but Tenant may request Landlord's approval of modifications varying from such guidelines, which approval may be withheld in Landlord's sole but reasonable discretion. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of the Tenant by a person approved by Landlord, which approval shall not be unreasonably withheld. Material visible from outside the Building will not be permitted.
3. Tenant shall not do or permit to be done any act on or about the Leased Premises which will obstruct or interfere with the rights of other tenants of Landlord or annoy them in any way, including but not limited to, the using of any musical instruments, making loud noises or singing. No bicycles, reptiles, birds or animals of any kind shall be permitted in the Leased Premises, the Building or on the Real Property.
4. Toilets, sinks, urinals, or other apparatus in the Building shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other foreign substance of any kind shall be deposited therein. Any damage resulting from misuse of any toilets, sinks, urinals or other apparatus in the Building shall be repaired and paid for by the tenant whose employees, subtenants, assignees or any of

their servants, employees, agents, visitors, licensees, or invitees may have caused such damage.

5. Landlord will furnish each tenant free of charge with two keys to each door lock in the premises. Landlord may make a reasonable charge for any additional keys. No tenant shall have any keys made. No tenant shall alter any lock or install a new or additional lock or any bolt on any door of its premises without the prior written consent of Landlord. Tenant shall in each case furnish Landlord with a key for any such lock. In the event Landlord elects to provide a card access entry system for the Building and Leased Premises, Tenant shall be furnished with the standard allotment of such access cards and all additional access cards required by Tenant shall be made available at Tenant's cost. Tenant shall assume full responsibility for protecting the Leased Premises and the contents thereof from theft, robbery, pilferage, vandalism, and other loss, except to the extent caused by the gross negligence or willful and deliberate acts of Landlord. Tenant shall, upon the termination of the Lease, return to Landlord all keys (or access cards) to the Leased Premises and the Building and all offices, washrooms, storage rooms and other locked areas within the Leased Premises. Tenant shall pay to Landlord the cost of replacing any lost keys or access cards or of changing the lock or locks as a result of the loss of such keys or access cards.
6. The parking garage (or parking lots), elevators, lobbies, restrooms, courts, vestibules, paths, walkways, sidewalks, entrances, stairways, landings, corridors, and halls of the Leased Premises, the Building and the Real Property (a) shall not be obstructed or used for any purpose other than ingress and egress and (b) are not for the use of the general public. Landlord shall in all cases retain the right to control and prevent access to the Leased Premises, the Building and the Real Property by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building; provided, however, that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the conduct of its business within the Leased Premises (such as clients, customers, office suppliers and equipment vendors, and the like) unless such persons are engaged in illegal activities. Neither Tenant nor any employee or invitee of any tenant shall go upon the roof of the Building without the prior written consent of Landlord. No thing shall be thrown out of the windows or doors or down the elevators or stairways of the Building.
7. Tenant assumes the risk and responsibility of moving its property in and out of the Building and the Leased Premises. Landlord shall not be responsible for loss or damage of any nature or from whatever cause to any of Tenant's personal property.
8. Supplies, goods and packages of any kind shall be delivered only through designated service areas or through the loading dock areas of the Building. All deliveries (including the moving of Tenant's personal property in and out of the Building and the Leased Premises) shall be made through freight elevators designated by Landlord and only during such hours as designated from time to time by Landlord. No deliveries shall be made through the main lobbies of the Building or which impede or interfere with the use of the Building by other tenants, the operation of the Building or which may in any way damage any of the Common Areas.

9. Landlord may take all reasonable measures it deems necessary for the safety and security of the Building or Real Property, including, without limitation, evacuation for cause, suspected cause, or temporary denial of Building access. There shall be no abatement of Rent and Landlord shall not be responsible for any damages resulting to Tenant from such action. Landlord reserves the right to exclude or expel from the Building any person who, in the Landlord's judgment, is intoxicated, under the influence of alcohol or drugs, commits any act in violation of these Rules and Regulations or constitutes a security risk to the Leased Premises, the Building or the Real Property.
10. Except with the prior written approval of Landlord, Tenant's employees and invitees shall not gather in any of the Common Areas of the Building or Real Property.
11. No cooking shall be permitted within the Building, except that the preparation of coffee, tea, hot chocolate, and similar items for Tenant and its employees and the use of microwave ovens by Tenant or its employees within the Leased Premises shall be permitted provided that electric current for such use shall not exceed that amount which can be provided by a 30 amp circuit. The Leased Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the permitted use of the Leased Premises. Tenant shall not occupy or permit any portion of the Leased Premises to be occupied or used in violation of any applicable governmental law or the restrictions set forth in the Lease, for the manufacture, sale, storage or use of alcohol, narcotics or tobacco or as a medical office, barber or manicure shop or as an employment bureau without the express written consent of Landlord. Intoxicating beverages may be offered to guests of the Tenant only on special occasions and only upon the Landlord's satisfaction that the Landlord shall be insured and held harmless from any liability associated therewith. Tenant shall not engage or pay any employees on the Leased Premises except those actually working for Tenant on the Leased Premises nor advertise for laborers giving an address at the Leased Premises. The Leased Premises shall not be used for lodging or sleeping or gambling or for any improper, objectionable, immoral or illegal purposes, as determined in Landlord's sole discretion.
12. Tenant shall not permit or keep in the Leased Premises any flammable, combustible, or explosive material, chemical or substance other than limited quantities thereof reasonably necessary for the operation or maintenance of office equipment. Tenant shall not allow any smoke, dust, fumes, odors, gases, vapors or heat to be emitted from the Leased Premises. Tenant shall not use any method of heating or air conditioning other than that supplied by Landlord. Tenant shall not allow or permit any materials or chemicals to be produced, manufactured, generated, refined, transported, used, stored or disposed on or from the Leased Premises which could or would be deemed hazardous or toxic waste or which would result in the violation of any applicable federal, state or local environmental or other law, statute, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§6901, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§1801, et. seq.) and the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §§6901, et. seq.). No tenant shall use or keep or permit to be used or kept any foul or noxious gas or substance in the premises, or permit or

suffer the premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, or interfere in any way with other tenants or those having business therein. No tenant shall install or operate any engine or boiler machinery of any kind, nor carry on any mechanical business of any kind within the Building, without the express written consent of the Landlord, which Landlord may withhold in its sole discretion.

13. No vehicle (including bicycles and motorcycles) belonging to Tenant or to Tenant's agents, employees, or invitees shall be parked so as to impede or prevent ready access to any loading dock or any entrance to or exit from the Building, the Real Property or the parking garage (or parking lots) for the Building. Except as otherwise specifically provided in the Lease Agreement, all parking for the Building is provided on a nonexclusive basis. All vehicles of any nature shall be parked only in areas within the parking garage (or parking lots) designated by Landlord. No vehicles of any nature shall be parked or left unattended for more than seven (7) consecutive days, unless in the ordinary course of Tenant's business and approved in writing by Landlord. The parking of motor homes, trailers, boats or delivery trucks in the garage (or parking lots) for the Building is prohibited. No bicycles or motorcycles shall be permitted inside the Building or the Leased Premises nor shall bicycles or motorcycles be parked in a manner which would interfere with access to the Building or obstruct sidewalks or walkways on the Real Property. In accordance with federal, state and local law enforcement officials, parking in any designated fire lanes or on any brick sidewalks or in handicapped areas will be enforced by local law enforcement. Landlord shall not be held liable for any resulting citations or actions by any law enforcement official.
14. No vending machine or machines of any kind shall be installed, maintained, or operated upon the Leased Premises or Common Areas without Landlord's prior written consent, which may be given or withheld in Landlord's reasonable discretion. Tenant shall not purchase or contract to be furnished to the Leased Premises spring water, ice, towels, janitorial, security, maintenance or other services without Landlord's prior written consent.
15. Canvassing, soliciting, peddling and distribution of handbills or any other written material in the Building or on the Real Property are prohibited, and each Tenant shall cooperate to prevent the same.
16. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition, or wall of the Leased Premises which may, in Landlord's opinion, appear unsightly from outside the Building. All drywall and wall partitions abutting the exterior portions of the Building shall be installed in such a manner that said drywall and wall partitions shall abut the mullions of the Building and not the glass windows of the Building. No electric or other outlets or switches shall be installed on any of the window walls of the Building or on any of the vertical penetrations of the Building. Tenant shall not mark, drive nails, screw or drill into the partitions, doors, woodwork or plaster or in any way deface the Leased Premises of the Building, or any part thereof, except in accordance with the provisions of the Lease pertaining to alterations and except for usual and customary interior decorating and the installation of

furniture, fixtures and telephones and electrical equipment. Landlord reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the Leased Premises. Tenant shall not cut or bore holes in the floors, ceilings or walls for wiring. Tenant shall not affix any floor covering to the floor of the Leased Premises in any manner except as approved by Landlord.

17. Tenant shall not install any sun screening, curtains, blinds, shades, screens, or other objects on any window or door of the Leased Premises without Landlord's prior written consent, which may be given or withheld in Landlord's reasonable discretion. All electric ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and of a quality, type, design, and bulb color approved by Landlord.
18. Tenant shall (i) not waste electricity, water, or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of heating and air conditioning services for the Building, (ii) comply with any governmental energy saving rules, laws or regulations, (iii) refrain from tampering with or changing the setting of any thermostats, temperature control valves, or other controls affecting the heating and air conditioning system for the Building, (iv) not permit anything to be done or brought onto the Leased Premises which would impair or interfere with the utility or other services to be provided by Landlord, (v) not utilize any other form or type of heating or cooling source within the Leased Premises other than that provided by Landlord (e.g., space heaters, fans, window air conditioners) and (vi) promptly notify Landlord of any accidents, defects or malfunction in any of the utility services provided to the Leased Premises. All lights and water faucets and all of Tenant's office equipment in the Leased Premises shall be turned off at night when such areas are not in use. For any default or carelessness in this regard Tenant shall make good all injuries sustained as a result thereof by other tenants or occupants of the Building or Landlord.
19. Tenant shall not install or attach any radio or television antenna, satellite dish, loudspeaker, or other devices or projections on the roof or exterior walls of the Building or to any part of the Leased Premises which would, in Landlord's opinion, interfere with the communication facilities utilized by other tenants of the Building or be unsightly.
20. Landlord shall have the right to prohibit advertising by Tenant which, in Landlord's discretion, tends to impair the reputation of the Building or its desirability as an office location.
21. Landlord reserves the right to exclude from the Building between the hours of 6:00 p.m. and 7:30 a.m. and at all hours on Saturday, Sunday, and legal holidays all persons who do not present a pass to the Building approved by the Landlord and/or other proper identification. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by such action as Landlord may deem appropriate, including closing doors. Vehicular ingress and egress and the use of all parking areas, including all parking areas adjoining the Building, shall be subject to such restrictions, terms, conditions, rules and regulations, as Landlord shall, from time to time, prescribe. In all events, parking facilities supplied by Landlord for

- tenants, if any, shall be used for vehicles which can occupy a standard parking area only, i.e. (8 feet by 18 feet). In addition, the use of any such parking facilities shall be limited to normal business parking and shall not be used for the continuous parking of any vehicle regardless of size, and no vehicle may be parked within the complex for advertising purposes. In the event a card access system is installed for the Building, only authorized employees of Tenant shall be provided with access cards. Tenant shall be solely responsible for the acts and omissions of all persons for whom it requests passes and all persons utilizing access cards provided by Landlord to Tenant. Landlord shall in no case be liable for damages for any error with regard to the admission to or the exclusion from the Building or the Leased Premises of any person, including any malfunction or defect in any card access system for the Building.
22. There shall not be used in any space, or in the public halls of the Building, either by any Tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by any Tenant into the Building or kept in or about its premises.
 23. If Tenant requires telegraphic, telephonic, burglar alarm or similar services, Tenant shall first obtain, and comply with, Landlord's instructions regarding their installation.
 24. Tenant's use and occupancy of the Leased Premises are subject and subordinate to all applicable governmental laws and regulations.
 25. Should Tenant desire to place any unusually heavy equipment, including, but not limited to, large files, safes and electronic data processing equipment on the Leased Premises, it shall first obtain written approval of the Landlord to place such items within the Leased Premises, for the use of elevators within the Building, and for the proposed location for the installation of the same. Landlord shall have the right to prescribe the weight and position of any equipment that may exceed the weight load limits for the Building, and may further require, at Tenant's expense, the reinforcement of any flooring on which such equipment may be placed, and/or to have an engineering study performed to determine such weight and position of equipment, to determine added reinforcement required and/or determine whether or not such equipment can be safely placed within the Building.
 26. Tenant shall cooperate fully with the life safety plans for the Building as established and administered by the Landlord, including participation by Tenant and employees of Tenant in exit drills, fire inspections, life safety orientations and other programs relating to fire safety required or directed by Landlord.
 27. Landlord shall have the right, exercisable without notice and without liability to any tenant, but no more than one (1) time per year, to change the name and street address of the Building.
 28. A directory of the Building will be provided for the display of the name and location of tenants.

29. Except with the prior written consent of Landlord, no tenant shall sell or permit sale at retail, of newspapers, magazines, periodicals, theatre tickets or any other goods or merchandise to the general public in or on the premises, nor shall any tenant carry on, or permit or allow any employee or other person to carry on the business of stenography, typewriting or any similar business in or from the premises for the service or accommodation of occupants of any other portion of the Building, nor shall the premises of any tenant be used for manufacturing of any kind, or any business or activity other than that specifically provided for in such tenant's lease. The restrictions included within this paragraph do not apply to telephone sales not involving customers coming to the premises.
30. Each tenant shall store all its trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.
31. The requirements of the tenants will be attended to only upon application by telephone or in person at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.
32. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.
33. These Rules and Regulations are in addition to, and shall not be construed in any way to modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease, or any other lease of premises in the Building.
34. Landlord reserves the right to rescind, alter or waive any of the provisions of these Rules and Regulations or add thereto when, in its judgment, the same is necessary or desirable for the reputation, safety, care or appearance of the Building, the operation and maintenance of the Building or the comfort of tenants of the Building.
35. No smoking is permitted within or without the Building or the Property, including the Leased Premises, unless specifically designated as "Smoking Allowed."
36. Unless otherwise provided in the Lease Agreement, in the event rent is not paid within ten (10) days after the due date thereof, Tenant agrees to pay a late charge of the greater of (i) \$200 or (ii) ten percent (10%) plus interest at eighteen percent (18%) (or the highest rate permitted by applicable law) per annum on the delinquent amount. Tenant further agrees to pay Landlord twenty and no/100 dollars (\$20.00) for each dishonored bank check.

37. Tenant shall implement and enforce a dress code for itself and its employees, requiring dress appropriate for an office building in which a regional bank conducts business.