

LEASE

to

TENANT

From

LANDLORD

DATE

LEASE

THIS LEASE is dated as of _____, between
("Landlord")

Mailing Address:

P.O. Box 58, Glenview, KY 40025

and

("Tenant")

1. PREMISES

The Landlord leases to the Tenant and the Tenant leases from the Landlord upon the conditions and agreements set forth in this Lease the real property located at _____, consisting of approximately _____ square feet of warehouse space, designated on Exhibit A attached hereto as a part hereof, the "Premises".

2. TERM

Term. The term of this Lease shall commence as of the date of this Lease set forth above and shall run for a period of _____ years, terminating _____.

3. RENT

- a. Rent. Tenant covenants to pay on the first of each month to Landlord as rent for that month for the Premises, without demand, notice, set off or deduction for any reason, at Landlord's office at the above address, or at such other place as

Landlord may from time to time designate, a monthly rent as follows:

Time Period

Rent per Month

In addition, the tenant shall pay \$_____ as a security deposit, in advance upon execution of this Lease. The security deposit shall be held to be used toward owner reimbursement for property damages, if any, to premises upon termination of Lease. The decision as to what constitutes damages shall be solely defined by Landlord

- b. Late Payment Charge. If any payment due Landlord under this Lease has not been received by Landlord within seven days after the same has become due and the Landlord has provided written notice, a late charge of one and one-half percent of the amount of the payment so overdue may be charged and an additional one and one-half percent late charge may be charged on the first day of each month thereafter until the delinquent payment has been paid in full.

4. TAXES

Landlord shall pay all real estate ad valorem taxes levied or assessed against the Premises. Tenant shall be directly responsible to pay all taxes, if any, levied or assessed against Tenant's business, its personal property and the value of the leasehold improvements.

5. USE

The Premises may be used by the Tenant for any lawful purpose, including showroom for furniture moving and storage. The following items are prohibited.

- No alcoholic beverages may be consumed in common areas.
- No smoking will be permitted in multi-tenant buildings.
- Vehicles for sale shall not be parked street side or left at John Lenihan Properties, LLC overnight.
- Disabled or inoperable vehicles left in the parking lot for more than 48 hours shall be towed at vehicle owner's expense.
- Vehicle or equipment repairs shall not be done in tenant parking areas or common areas without prior written consent of Landlord.
- Tenant may not operate an auto or equipment repair facility or permit major vehicle or equipment repairs to be done within their premises, their assigned parking area or common areas.
- Tenant leases the premises for business activities only and shall not allow it to be used as a place of residence nor allow immoral activities to occur on the premises.
- Tables or recreational structures shall not be stored in the parking lots.
- Pets shall not be allowed in or around the premises.
- No Tenant or employee, guest, invitee or visitor of Tenant shall be allowed on the roof or walls of Landlord's property without the expressed written permission of Landlord.
- Tenant shall not do, or permit to be done, in or about the Premises, anything which is illegal or unlawful, or which is of a hazardous or dangerous nature or which will increase the rate(s) of insurance upon the Premises.
- Tenant shall comply with all governmental laws and ordinances and all regulations applicable to the use and occupancy of the Premises.
- Tenant shall not store any merchandise or other goods or products outside of any building.
- All trash and refuse shall be kept in fireproof containers approved by Landlord and stored within Tenant warehouse.
- Tenant shall not burn any refuse on the Premise

6. UTILITIES

Tenant shall pay for all garbage and cleaning services, security and telephone/internet systems and all other services it desires to the vendor directly. Water (Louisville Water Company), gas and electric (Louisville Gas & Electric) and sewer, fire water service and drainage (Metropolitan Sewer District) are paid by the Landlord and billed to the Tenant within five days of receipt of bill. Tenant is invoiced by Landlord its pro rata share of electric, gas, water, drainage and fire protection equaling to _____% (square feet Tenant Premise / Total Premise) of the total premise.

Landlord shall not be liable for any injury, damage, inconvenience or otherwise which may arise or result should any of the services be interrupted or prevented.

7. MAINTENANCE, REPAIR, AND ALTERATIONS

- a. Maintenance and Repair. Landlord shall make sure all HVAC equipment, levelers, or other equipment within the facility is in good working order prior to the Lease beginning. Tenant shall, at its sole expense, keep in good order, condition and state of repair all portions of the Premises, including but not limited to, the plumbing, and electrical systems. Within 30 days of occupancy, Tenant shall, at its own expense, will enter into a maintenance agreement with an HVAC contractor, approved by Landlord, to provide seasonal and preventative maintenance on the HVAC systems within the premises during the term of this Lease. A copy of said contract shall be provided to Landlord. Landlord agrees to cover any HVAC repairs or expenses (other than the maintenance agreement mentioned above) for the first twelve (12) months of the Term. After the first twelve (12) months of the Term, the Tenant will only be responsible for up to \$2,500 (in addition to the costs of the maintenance contract) of HVAC repairs or replacements per year. Landlord shall be responsible for any repairs or replacements above \$2,500 per year. Landlord will maintain the exterior, structural portion of the Premises including the roof and walls.
- b. Alterations. Tenant shall not make any alterations, additions or improvements to the Premises without first obtaining Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. All alterations, additions and improvements made by Tenant shall become the property of Landlord upon the making thereof and shall be surrendered to Landlord upon the expiration of the term of this Lease. Landlord may make any repairs, alterations or improvements, which Landlord may deem necessary for the preservation, safety or improvement of the Premises but in so doing Landlord shall not unreasonably interfere with Tenant's use and occupancy of the Premises.

8. ACCESS

Landlord and its agents shall have the right to enter into and upon the Premises at all reasonable times for the purpose of inspecting, repairing, altering or improving the Premises. Landlord shall have the right to show the Premises to prospective tenants during the year prior to the expiration of the term of this Lease and shall have the right at all reasonable times to show the Premises to prospective lenders and/or buyers.

9. DAMAGE OR DESTRUCTION

- a. Total Destruction. If the Premises are damaged or destroyed by fire, earthquake or any other casualty to such an extent as to render the same untenable in whole or in substantial part, Tenant shall give Landlord immediate notice of the occurrence of such casualty. Unless Landlord notifies Tenant within sixty (60) days after receipt of such notice of its election to repair or to restore the Premises, this Lease shall terminate at the end of such sixty-day period. If Tenant shall not be in default under this Lease, then Tenant's liability for rent shall cease as of the day following the casualty and any rent paid by Tenant in advance and not yet earned as of the date of termination shall be refunded to Tenant. If Landlord elects to repair or restore the Premises, Landlord shall do so to the extent of insurance proceeds actually received by Landlord within one hundred eighty (180) days from the date of such casualty and the rent shall be abated during the period of repair or restoration in the same proportion as the untenable portion of the Premises bears to the former leasable area of the Premises.
- b. Partial Destruction. If the Premises are damaged by fire, earthquake or any other casualty to such an extent that they are not rendered untenable in whole or in substantial part, then Landlord shall, to the extent of any insurance proceeds actually received, repair and restore the Premises. The rent shall be abated proportionately as to the portion of the Premises that are damaged from the day following the casualty until the completion of the repair and restoration.

10. INDEMNITY AND INSURANCE

- a. Indemnification. Tenant shall indemnify and hold Landlord harmless from all loss, damage, liability or expense, including attorneys' fees, resulting from any injury to or death of any person, or any loss of or damage to any property of Landlord or any other Tenant, caused by or resulting from any act or omission of Tenant or any officer, agent, employee, guest, invitee or visitor of Tenant in or about the Premises. The foregoing provision shall not be construed to make Tenant responsible for injuries to third parties caused by the negligence of Landlord or any agent or employee of Landlord. Landlord shall not be liable for any injury to or the death of any person, or any loss of or damage to property, sustained by Tenant, or by any other person whatever, which may be caused by the Premises or any appurtenances thereto or thereof being out of repair, or by the bursting or leakage of any water, gas, sewer, or steam pipes, or by theft or by any act of neglect of any occupant of the Premises, or of any other person.
- b. Insurance. Landlord shall maintain a policy of fire and extended coverage insurance on the Premises in an amount not less than the full insurable value thereof. Landlord shall not be responsible for and shall not be obligated to insure against, any loss or damage to any property of Tenant or which Tenant may have on the Premises or any trade fixtures installed by Tenant on the Premises. Landlord may maintain a policy of liability insurance insuring it against any loss, damages or injury to person and its property (excluding Tenants' trade fixtures and personal property) occurring in, on or about the Premises. Tenant covenants and agrees that it will carry and maintain during the term hereof, at Tenant's sole expense, "Commercial General Liability" insurance in a combined single limit amount of not less than \$1,000,000.00 insuring Landlord and Tenant against injury or death to any person or persons and damage to property, including coverage for improvements and betterments to the Premises made by the Tenant pursuant to the terms of this Lease. In addition, such liability insurance shall specifically insure the performance by Tenant of the indemnity agreement contained in paragraph 10a of this Lease. Tenant's policy shall also include the Landlord as

an additional insured, and state that Tenant's insurance is primary insurance as regards any other insurance carried by the Landlord.

- c. Certificates. Certificates of all such insurance policies shall be delivered to Landlord within ten days after delivery of possession of the Premises to Tenant and thereafter within thirty days prior to the expiration of the term of each such policy. Such policies shall name Landlord as an insured thereunder and shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recovery thereunder for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant. Renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All policies of insurance must contain a provision that the company writing the policy will give Landlord ten days notice in writing in advance cancellation or lapse or the effective date or any reduction in the amounts of insurance.

11. WAIVER OF SUBROGATION

Landlord and Tenant each release and relieves the other, and on behalf of its insurer(s) waives its right of recovery against the other for loss or damage arising out of or incident to any casualties covered by insurance whether due to the negligence of such other party, its agents, invitees, employees, or otherwise but only to the extent of any insurance proceeds actually received by the insured party.

12. LIENS

Tenant will keep the Premises free and clear of all mechanics' and materialmen's liens and other liens on account of work done for Tenant or persons claiming under it. Should any such lien be filed against the Premises, Landlord may, without notice to Tenant, elect to obtain the release of each lien and any sums expended by Landlord shall be immediately repaid to Landlord by Tenant together with interest at the rate of fifteen percent per annum.

13. ASSIGNMENT, SUBLETTING, AND MORTGAGING

Tenant shall not voluntarily, involuntarily or by operation of law assign, sublet, transfer, mortgage or otherwise encumber all or any part of the Premises without first obtaining in each and every instance Landlord's prior written consent, which consent shall not be unreasonably withheld. If any such assignment, sublease, transfer, mortgage or encumbrance is made with the consent of Landlord, Tenant shall nevertheless remain liable to Landlord for payment of all rent according to the terms hereof and for due performance of all the terms, covenants and conditions of this Lease. Tenant agrees to pay Landlord legal fees if necessary, for each assignment, sublease, transfer, mortgage or encumbrance Tenant presents for Landlord approval (not to exceed \$500). Any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of, or power to vote the majority or Tenant's outstanding voting stock shall constitute an assignment for the purposes of this paragraph. If consent is once given by Landlord to any such assignment of subletting, such consent shall not operate as a waiver of the necessity for obtaining Landlord's consent to any subsequent assignment or subletting.

14. ESTOPPEL CERTIFICATE

Tenant, upon Landlord's request, shall at any time and from time to time execute, acknowledge and deliver to Landlord a statement in writing in such form as Landlord may approve certifying the state of the tenancy agreement, including but not limited to the following: (a) that this Lease is unmodified and in full force and effect, or if it has been modified that the same is in full force and effect as modified and stating the nature of the modification or modifications; (b) that to the best of its knowledge Landlord is not in default under this Lease or if Landlord is in default, the specific nature and extent thereof; (c) the date to which rent and other charges have been paid in advance, if any; and (d) agreeing to such notice provisions and other matters as any mortgagee, lessor or purchaser may reasonably require in connection with Landlord's present or future financing, lease or sale of the Premises.

15. FIXTURE, PERSONAL PROPERTY, AND SURRENDER

Upon the termination of this Lease, Tenant shall surrender the Premises to Landlord in good condition and repair (including, without limitation, all apparatus and fixtures, except trade additions, which may be made or installed from time to time by either party hereto, in, upon, or about the Premises (except trade fixtures, furniture, machinery, and equipment installed by and paid for by Tenant) reasonable wear and tear and damage not caused by Tenant or its agents, employees, guests, invitees, or visitors excepted. Landlord's property shall include, but not limited to, all lighting fixtures and fluorescent tubes and bulbs and all partitions whether removable or otherwise.

Trade fixtures, furniture and other personal property installed or placed in the Premises at the cost of Tenant shall be the property of Tenant unless otherwise specified in this Lease and Tenant shall remove the same prior to the termination of this Lease. Tenant shall at its own cost and expense completely repair any and all damage to the Premises resulting from or caused by such removal. If Tenant fails to remove any of such property, Landlord may at Landlord's option retain all or any of such property and title thereto shall thereupon vest in Landlord, or Landlord may remove from the Premises and dispose of in any manner all or any of such property, in which latter event Tenant shall, upon demand, pay to Landlord the actual expense of such removal and disposition, and the cost of repair of any and all damage to the Premises resulting from or caused by such removal.

16. INSOLVENCY

If Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or files any petition or answer seeking any reorganization or similar relief for itself, or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant, then Landlord at its option may immediately cancel this Lease by notice to Tenant.

17. DEFAULT AND REMEDIES

If at any time Tenant fails to (i) pay any sum within seven days after the same has become due under this Lease, or (ii) within fifteen days after notice fails to remedy any default with respect to any of the other provisions, covenants or conditions of this Lease to be kept or performed by Tenant, then in the event of any such failure Landlord shall have the right to reenter the Premises and remove all persons and all or any property therefrom, by any suitable action or proceeding at law, without being liable for any prosecution therefor or

damages resulting therefrom, and repossess and enjoy the Premises, together with all additions, alterations and improvements, and Landlord may, at its option, repair, alter, remodel and/or change the character of the Premises as it may deem fit and charge Tenant the cost therefor, and/or at any time relet the Premises or any part or parts thereof, as the agent of Tenant or otherwise. The exercise by Landlord of any right granted in the sentence immediately preceding shall not relieve Tenant from the obligation to make all rental payments, and to fulfill all other covenants required by this Lease, at the time and in the manner provided herein. Tenant, throughout the remaining term hereof, shall pay Landlord, no later than the last day of each month during the term, the then current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant over the proceeds, if any, received by Landlord from such reletting, if any. Landlord shall not be required to relet the Premises nor exercise any other right granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default. If Landlord attempts to relet the Premises, Landlord shall be the sole judge as to whether a proposed tenant is suitable and acceptable. In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have, in addition to any other remedies which it may have the right to invoke, any remedy allowed at law or in equity to enforce Landlord's rights or any of them, as if re-entry and other remedies were not herein provided.

Landlord shall not be in default in the performance of any of its obligations in this Lease unless and until Landlord shall have failed to perform such obligation within fifteen days, or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying the default.

The various rights, options, elections, powers, and remedies contained in this Lease shall be construed as cumulative and no one of them shall be exclusive of any of the others, or of any other legal or equitable remedy which either party might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by such party shall not impair its right to any other right or remedy until all obligations upon the other party have been fully performed.

Landlord, and any person, firm, or corporation comprising Landlord shall not have any personal liability with respect to any of the provisions of this Lease. Tenant's sole recourse shall be against the Premises, and the real and personal property comprising the same for the satisfaction of any of Tenant's claims and remedies.

18. NON-WAIVER OF DEFAULT

No waiver of any default by Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent therein stated. The acceptance by Landlord of rent with knowledge of the breach of any of the covenants of this Lease by Tenant shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by Landlord to or of any act by Tenant requiring landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

19. NON-PERFORMANCE BY TENANT AND LANDLORD

If Tenant shall default in the performance of any covenant on its part to be performed by virtue of any provision of this Lease, Landlord may, after any notice and the expiration of any period with respect thereto as required pursuant to the applicable provisions of this Lease, perform the same for the account of Tenant. If Landlord, at any time, is compelled to pay or elects to pay any sum of money or do any acts which would require the payment of any sum of money by reason of the failure of Tenant to comply with any provisions of this Lease, or if Landlord is compelled to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord with interest at the rate of fifteen percent (15%) per annum from the date paid until the date repaid by Tenant, plus costs and damages shall be deemed to be additional rental hereunder and shall be due from Tenant to Landlord on the first day of the month following the incurring of such respective expenses. If Tenant is compelled to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Landlord hereunder and if Tenant is successful in such litigation, the sum or sums so paid by Tenant with interest at the rate of fifteen percent (15%) per annum from the date paid until the date repaid by Tenant, plus costs and damages, shall be due and payable from Landlord to Tenant on the first day of the month following the incurring of such expense, provided, that any sum or sums due and payable from Landlord to Tenant, pursuant to the provisions of this paragraph, shall in no event be treated as an offset against the rent due and payable under this Lease.

20. NOTICES

Whenever this Lease requires or permits notice, approval, consent or demand be given or served by either party, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and personally delivered or sent by certified or registered mail, postage prepaid, addressed as set forth in the preamble to this Lease, or at such different address as either party may notify the other from time to time.

21. CONDEMNATION

- a. Total Condemnation. If the Premises is acquired or condemned by any authority or voluntarily sold under threat of such taking, to such an extent as to render the same untenable in whole or in substantial part, then the term of this Lease shall cease and terminate from the date title vests in such authority.
- b. Partial Condemnation. If the Premises is acquired or condemned by any authority, or voluntarily sold under threat of such taking, to such an extent that they are not rendered untenable in whole or in substantial part, then this Lease shall terminate as to the part so taken on the day when Tenant is required to yield possession thereof. Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition to the extent of any condemnation award actually received and the rental shall in such event be reduced proportionately as to the portion of the Premises so taken.
- c. Condemnation Award. All compensation awarded for taking of any of the Premises or the leasehold interest created herein shall belong to and be the sole property of Landlord.

Tenant shall not make any claim against Landlord for the value of the property or improvements located on the Premises or its leasehold estate. However, Tenant shall be entitled to make application to the authority for any funds available to Tenant for the loss of business, moving expenses and for the cost of removal of trade stock and fixtures.

22. TIME IS OF THE ESSENCE

Time is of the essence with respect to the performance of each of the covenant and agreements under this Lease.

23. BINDING EFFECT

All of the provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, respective heirs, executors, administrators, successors and assigns, except as specifically provided elsewhere in this Lease, and subject at all times, nevertheless to all agreements and restrictions contained elsewhere in this Lease with respect to the assignment, transfer, encumbering or subletting of all or any part of Tenant's interest in this Lease.

24. HEADINGS AND GOVERNING LAW

The captions of the paragraphs contained in this Lease are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. This Lease shall be interpreted in accordance with the law of the Commonwealth of Kentucky.

25. ENTIRE AGREEMENT

This Lease contains all the covenants and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises and Tenant's use of the Premises and the other matters set forth in this Lease. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease cannot be altered, changed, modified or added to except in writing signed by the Landlord and Tenant.

26. INVALIDITY AND DRAFTING

Any provision or provisions of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect. This Lease was drafted by Landlord for convenience purposes only and shall not be construed for or against Landlord of such basis.

27. SUBORDINATION TO MORTGAGE

First mortgagee's option, this Lease shall be subject and subordinate to all mortgages which may now or hereafter affect or encumber all or any portion of the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof. If first mortgagee so elects, this clause shall be self-operative and no further instrument of subordination need be required by any mortgagee. In confirmation of such subordination, Tenant shall execute promptly any appropriate instrument or certificate, which Landlord may request. In the event of the foreclosure of any such mortgage Tenant shall, if any

person or party succeeding to the interest of Landlord as the result of such foreclosure so elects, become the tenant of such successor in interest without changing the terms or other provisions of this Lease; provided, however, that such successor in interest shall not be (i) liable for any act or omission of any prior landlord, (ii) subject to any offsets or defenses which Tenant may have against any prior landlord, (iii) bound by any payment of rent for more than one month in advance, or (iv) any oral amendment or modification of this Lease made without the written consent of such mortgagee or such successor in interest. On request by such successor in interest, Tenant shall execute and deliver an instrument confirming the attornment provided for herein.

28. MISCELLANEOUS PROVISION

The term Landlord as used in this Lease so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises and in the event of any transfer or transfers of the title to the Premises, Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability with respect to the performance of any covenant or obligation on Landlord's part to be performed under this Lease.

The terms Landlord and Tenant wherever used herein shall be applicable to one or more persons, as the case may be, and the singular shall include the plural, and the neuter shall include the masculine and feminine, and if there be more than one, the obligations hereof shall be joint and several.

The word "person" and the word "persons" wherever used in this Lease shall both include individuals, partnerships, firms, associations and corporations or any other form of business entity.

The submission of this Lease by Landlord to Tenant, whether in blank form or with one or more blanks completed and whether or not all exhibits referred to are attached, for examination by Tenant shall not constitute a reservation of, or an option for the Premises and shall vest no rights in Tenant. This Lease and all exhibits incorporated herein shall become binding on Landlord only upon execution and delivery thereof by the Landlord. Until such execution and delivery, Tenant shall have no rights under this Lease, in the exhibits incorporated herein or in the Premises.

If Tenant pays all rent and other sums due hereunder and observes and keeps all covenants, warranties and agreements of this Lease on its part to be observed and performed then Tenant shall quietly have and enjoy the Premises without hindrance or molestation by Landlord.

IN TESTIMONY WHEREOF, Landlord and Tenant have executed this Lease as of the day set forth above but actually on the dates set forth below.

LANDLORD

TENANT

By:

By:

Date

Date

SAMPLE

EXHIBIT A

FLOOR PLAN OF BUILDING WITH SPACE IDENTIFIED

SAMPLE