

LEASE AGREEMENT

(1) Landlord:

THIS AGREEMENT, made and entered into on this the 25th day of February, 2016, by and between

Betty Robertson Hereinafter called "Landlord", and

(2) Tenant:

Brad Layan Recycling, Inc. dba BL Tire
1037 West Main St. 935 Louer's Lane
Glasgow, Ky 42141 Bowling Green, Ky 42103
hereinafter called "Tenant".

WITNESSETH:

ARTICLE 1

PREMISES, TERM AND USE

The Landlord leases to Tenant as its demised premises:

- (3) Premises: 951 Searcy Way, 5000 Sq. Ft. building on rear of property to be used for storage of fire inventory and fenced in green area for the term of 5 years (60 months) .
- (4) This lease is for a term beginning on the 1ST day of March, 2016 , and ending on the 1ST day of March 2021 .
- (5) Rent: The Tenant agrees to pay to the Landlord as rent for the leased premises the sum of \$180,000.00 (ONE HUNDRED EIGHTY THOUSAND DOLLARS) payable in equal installments of \$3000 (Three Thousand Dollars) each month on the 1ST DAY of every month during the term of the lease.

The Tenant agrees to make all said payments in lawful money of the United States in equal monthly installments as specified above, without demand , and in advance, on the 1st day of the month during the term on this lease, to Betty Robertson at 1645 Wickland Court, Bowling Green, Ky. 42103

Each and every installment for rent due under the terms of this Lease, and all sums of money payable by the Tenant to the Landlord shall bear a \$ 20.00 per day late fee for each and every day after the 5th day of the month until date such installment of the rent is paid in full. Tenant also agrees to pay all expenses landlord may incur in the collection of any past due rentals, including reasonable attorney's fees.

(6) **Security Deposit:** Prior to taking possession of the leased premises, the Tenant shall deposit with the Landlord the sum of \$3000.00 which shall serve as security for the full performance of the obligation or liability under the terms of this lease, including the return of the premises in the proper condition excluding normal wear and tear. The deposit will be held by "Landlord" and will be refundable to the tenant after acceptable inspection of the premises at the end of the lease.

(7) **Renewal term:** Tenant has the right and option to extend the term of this lease for 3 additional periods, of which shall be 24 months in duration and which the extension shall commence upon expiration of the original term or the expiration of any preceding extension thereof, as the case may be. Each extension shall be on the same terms, conditions and covenants of this lease except as specifically provided otherwise in this paragraph or as modified by the parties in writing. The rent during the first extension shall be \$3250.00 per month. The rent during the second extension shall be \$3500.00 per month. All rent during any extension term shall be paid in advance in equal monthly installments in the manner set forth in item (5) above.

Both parties must mutually agree to all extensions of the lease.

Tenant must notify Landlord in writing of Tenant's election to terminate the lease on or before 60 days prior to expiration of the previous term. If the Tenant remains for any day of the month beyond the term, he shall be liable for a full monthly rental installment for the month. Each additional period shall be on the same terms, covenants, and conditions of this lease, with the exception of monthly rent, which may increase at the end of the lease period.

If Tenant does decide to terminate this agreement at the end of the first period by giving the required 60 days written notice, Landlord has the right to advertise the premises at reasonable hours, and exhibit them to prospective tenants.

(8) **Improvements:** Any additions, changes and other improvements erected or placed on the leased premises after Tenant takes possession of thereof shall, remain on the premises and not be removed at the end of the Tenant's possession. Tenant must seek permission prior to making any additions or changes to the property.

(9) **Utilities:** Tenant shall bear the expense of the following, gas, electric & trash.

- (10) **Repair and Maintenance:** Landlord shall be responsible for normal maintenance items.

Tenant shall be responsible for lights in rented space.

Landlord shall maintain all electrical, hot water systems and plumbing systems.

Tenant shall maintain interior of leased premises in a good condition and repair as is at present, excluding normal wear and tear.

Landlord shall maintain roof and gutter systems for the entire term of lease.

- (11) **Insurance:** Tenant shall carry fire and extended coverage insurance on their personal property and the contents of the leased premises, and Landlord shall have no responsibility for any damage thereto as a result of fire or other casualty.

Tenant expressly assumes all risk and responsibility for any accident, injury or damage to persons or property, as to themselves or others in or about said premises and agree to hold the Landlord harmless from all liabilities there from.

Landlord agrees to carry fire and extended coverage on leased premises, subject to the forgoing provisions of this paragraph. Should the premises be damaged by fire, windstorm or other catastrophe to such an extent that it can not be restored to a tenable condition within a period of ninety (90) days thereafter, then the Landlord or Tenant may, within said period of time, as of the date such damage or destruction occurred by notice in writing declare the lease terminated to the other party. If, in the event of such destruction or damage, the leased premises can be restored to a tenable condition within a period of ninety (90) days thereafter, then the lease shall continue in full force and effect, with an abatement of rent for the period during which said premises are untenable. In the latter event, Landlord shall commence repairs promptly and complete them as expeditiously as possible.

- (12) **Taxes:** Landlord shall pay or cause to be paid all City and County Property taxes which may be levied against the land and the leased premises.

Tenant, shall pay any taxes on personal property or ad valorem taxes, if any.

- (13) **Quiet Enjoyment:** The Tenant, upon paying the rent and performing all the other terms of this Lease Agreement shall quietly have and enjoy the lease premises during the term of this lease without hindrance or molestation by anyone claiming by or through the Landlord.

- (14) **Right of Entry:** Landlord shall have the right of entry during daylight hours in order to inspect the premises for the purpose of determining its condition and the manner in which the Tenant is complying with the provisions of the Lease agreement.

(15) **Insolvency Proceedings:** If the **Tenant** shall be adjudged a bankrupt or insolvent, **Landlord** shall have the right, at its option, immediately to terminate this lease and take possession of the leased premises and all the improvements thereon, as liquidated damages, provided such termination shall not relieve **Tenant** from any indebtedness previously due and owing under this Lease.

(16) **Waiver:** No waiver of any of the covenants and agreements herein contained or breach thereof shall be taken to constitute a waiver of any subsequent breach of covenant or agreement or to justify or authorize the non-observance at any future time of the same or of any of the other covenants and agreements herein contained.

(17) **Default:** If **Tenant** fails to pay the full monthly installments and the accrued late charges before **5:00p.m.** on the **5TH** day after the rental due date, **Landlord**, may, at his option declare the lease terminated. In the notice from the **Landlord** of his election to declare this lease at an end, **Landlord** may immediately institute legal proceedings for the past due rent and the possession of the premises.

Upon **Tenant's** failure to fulfill any of his obligations under this lease, he shall be deemed in default without any notice from the landlord. In the event of such default, the **Tenant** hereby expressly waives all right to any notice from **Landlord** of his election to declare this lease at an end, **Landlord** may immediately institute legal proceedings for past due rent and possession of the premises. **Tenant** agrees to pay on demand the amount of all loss and damage, including the entire unpaid balance for the entire Lease period which **Landlord** may suffer. **Tenant** agrees to pay reasonable cost and attorney fees incurred in the enforcement of any of the **Landlord's** rights and remedies hereunder.

(18) **Assignment and Sublease:** This lease agreement shall not be assignable nor shall **Tenant** subleases the premises without the written consent of the **Landlord**.

(19) **Indemnification:** **Tenant** covenants and agrees that it will protect, save and keep **Landlord** and agents thereof forever harmless and indemnified against and from any default or damage or charges imposed upon said demised premises during the term of this lease for any violation of any laws, ordinances, regulations, or governmental orders, and agrees to comply with all of said laws, ordinances regulations, and orders, and to keep harmless **Landlord** against and from any accident or other occurrence on or about said premises during the term of this lease, causing injury to any person whomsoever, which is due directly or indirectly to the uses of the demised premises by **Tenant** and not due to the acts or negligence of the **Landlord** and will protect, indemnify, and save and keep harmless **Landlord** and against and from all claims and against and from any and all loss, cost damage, or expense arising out of failure of **Tenant** in any respect to comply with and perform all of the requirements and provisions hereof.

(20)

Right to purchase: If at any time during the lease the owner decides to sell the property the tenant shall have a 30 day first right of refusal to purchase.

IN WITNESS WHEREOF, the parties hereunto executed this Lease Agreement this the day and year first above written.

Betty Robertson
LANDLORD

Betty Robertson 2/25/2016 11:05am
Date & Time

TENANT

Ashley Young 2/25/16 11:03 am
Date & Time

TENANT

Date & Time

WITNESS my hand and Notarial Seal at office this 25 day of February, 2016.

Alice R. Williams
Notary Public
My Commission Expires: 5-16-2019