

**LEASE**

**THIS LEASE** (hereinafter called the "Lease") executed by the hereafter named Landlord and Tenant on the date or dates shown by the notarial certificate or certificates hereon, but delivered, effective, dated and entered into this 1<sup>st</sup> day of April, 2009, by and between:

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT,**  
A Kentucky local government and the governmental successor to the  
**CITY OF LOUISVILLE, KENTUCKY,**  
527 West Jefferson Street, 4<sup>th</sup> Floor,  
Louisville, Kentucky 40202  
(hereinafter called the "**Landlord**")

**AND**

**SLS MANAGEMENT, LLC,**  
a Kentucky limited liability company,  
6523 Longview Lane, Suite2,  
Louisville, Kentucky 40222-6106  
(hereinafter called the "**Tenant**")

**1. Leased Premises.** The Leased Premises are so much of the real property behind 651 South 4<sup>th</sup> Street, Louisville, Kentucky as is set out and described on Exhibit "A" (the "Property") attached hereto and made a part hereof.

**2. Term.** The term of the Lease shall be for a period of five (5) years commencing on the day and year first above written as the delivery and effective date of this lease unless sooner terminated. Provided the Tenant is not in monetary default, the Tenant shall have the option to renew this lease for three (3) terms of five (5) years each on the same terms and conditions set forth in this lease. Tenant may exercise its right to renew this lease by giving the Landlord ninety (90) days written notice thereof prior to the expiration of the primary lease or the renewal lease term, as the case may be. If Tenant remains in possession of the Leased Premises with the written consent of the Landlord after the expiration date of the primary lease stated above or the renewal lease term, as the case may be, this Lease will be converted to a month to month lease and each party shall have the right to terminate the Lease by giving one (1) months' written notice to the other party.

**3. Rent.** The Tenant agrees to pay rent in the amount of One Dollar (\$1.00), payable to the Landlord at the time of the execution of this Lease.

**4. Delivery Of Possession.** The Landlord shall deliver possession of the Leased Premises to the Tenant promptly at the beginning of the lease term.

**5. Use Of Lease Premises.** The Leased Premises shall be used for outdoor dining and for no other purposes. No permanent structure with a permanent roof shall be erected by the Tenant on the Property. The Tenant shall be responsible for the cost of any improvements to the

Leased Premises and such improvements must be approved, prior to construction thereof, by Landlord by and through the Louisville/Jefferson County Economic Development Department. The Tenant must set aside appropriate vehicular access to the Brown Garage and the plans for said access must be approved by Parking Authority of River City, Inc. prior to construction.

**6. Utilities.** Tenant shall be responsible for all utilities and services that are furnished to the Leased Premises. The application for and connecting of utilities, as well as all services, shall be made by and only in the name of the Tenant.

**7. Compliance With Laws And Regulations.** The Tenant, at its sole expense, shall promptly comply with all federal, state, and municipal laws, orders, regulations, and with all lawful directives of public officers, which impose any duty upon it or Landlord with respect to the Lease Premises.

**8. Assignment/Subletting Restrictions.** Other than to affiliated entities, the Tenant may not assign this Lease or sublet the Leased Premises without the prior written consent of the Landlord. Any assignment, sublease or other license to use the Leased Premises by Tenant without the Landlord's written consent shall be void and shall (at Landlord's option) terminate this Lease.

**9. Indemnification Of Landlord.** The Tenant shall indemnify, hold harmless, and defend the Landlord, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting, directly or indirectly, from the Tenants lease provided that such claim, damage, loss or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Landlord or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Lease.

**10. Landlord's Rights Upon Default.** In the event of any breach of this Lease by the Tenant, which shall not have been cured within thirty (30) days after written notice of such default is sent to the Tenant by the Landlord, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the Leased Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant.

**11. Landlord's Title.** This Lease shall be automatically terminated in the event there proves to be a flaw in the Landlord's title to the Property which prevents that Tenant from enjoying the Property in its intended use and Landlord shall not be liable to Tenant in any way for such termination.

**12. Quiet Enjoyment.** The Landlord agrees that if the Tenant shall pay the rent as aforesaid and perform the covenants and agreement herein contained on its part to be performed, the Tenant shall peaceably hold and enjoy the said Leased Premises without hindrance or interruption by any other person or person acting under or through the Landlord, unless the Lease shall be terminated as provided for herein.

**13. Landlord's Right To Enter.** Landlord may, at reasonable times, enter the Leased Premises to inspect it.

**14. Maintenance Of The Leased Premises.** The Tenant shall maintain the Leased Premises in a reasonable manner.

**15. Surrender Upon Termination.** At the expiration of the lease term, the Tenant shall surrender the Leased Premises to the Landlord, remove its Property and restore the Leased Premises to a condition similar to its condition prior to the inception of this Lease. All fixtures and permanent improvements on the Property shall become the Property of Landlord.

**16. Miscellaneous Terms.**

(a) Notices. Any notice, statement, demand or other combination by one party to the other shall be given by personal delivery or by mailing the same postage prepaid, addressed to the Tenant at the address set forth above or to the Landlord at the address set forth above, or at any other address each may specify to the other in writing.

(b) Severability. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision which shall remain in full force and effect.

(c) Waiver. The failure of either party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.

(d) Complete Agreement. This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.

(e) Successors. This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

IN WITNESS WHEREOF the parties have executed this Lease on the dates shown hereinbelow.

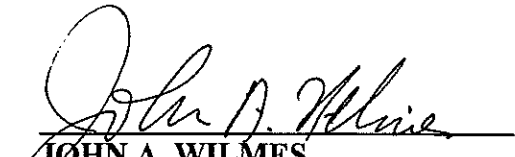
**LANDLORD:**

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT  
A Kentucky local government**

**BY:**

JERRY E. ABRAMSON, MAYOR

**APPROVED AS TO FORM:**

  
JOHN A. WILMES  
Assistant Jefferson County Attorney

TENANT:

SLS MANAGEMENT, LLC  
A Kentucky limited liability company

BY: 

G. W. STINSON / MEMBER  
(Print Name & Title)

STATE OF KENTUCKY :  
:SS  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for the Sate and County set forth hereinabove, do hereby certify that on this day the foregoing document was produced, executed and acknowledged before me by Jerry E. Abramson as the Mayor of Louisville/Jefferson County Metro Government, a Kentucky local government, to be his free act and deed on behalf of such local government.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

STATE OF KENTUCKY :  
:SS  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for the State and County set forth hereinabove, do hereby certify that on this day the foregoing document was produced, executed and acknowledged before me by G.W. Stinson as Member of SLS MANAGEMENT, LLC, a Kentucky limited liability company, to be his free act and deed on behalf of such limited liability company.

Witness my hand this 3 day of April, 2009.

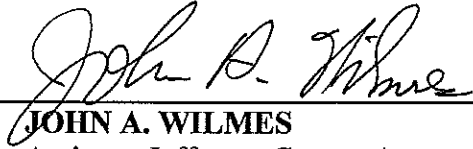
My Commission expires: 7/23/2007

  
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

**THIS LEASE PREPARED BY:**

**MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY**

**BY:**

  
\_\_\_\_\_

**JOHN A. WILMES**

Assistant Jefferson County Attorney

531 Court Pl., Ste. 900

Louisville, Kentucky 40202

(502) 574-3348

(502) 574-5573 (Fax)