AMENDED RENTAL LEASE AGREEMENT

By this agreement made and entered into on this the <u>O2</u> day of <u>Septembel</u>, 2005, between to as Lessee, and the referred to as Lessor. Lessor leases to Lessee the premises situated at 8402 Ambrosse Lane, Unit 207, in the city of Louisville, County of Jefferson, Commonwealth of Kentucky.

SECTION ONE: RENT

Lessees agree to pay, without demand, to Lessor as rent for the demised premises in the total sum of Nine Thousand Dollars (\$9,000.00) said sums being payable in advance, on the 1st day of each calendar month, beginning the 1st day of September, 2005 at the rate of Seven Hundred and Fifty Dollars (\$750.00) per month. The monthly lease payments are to be made at 9608 Dolphin Court, Jeffersontown, Kentucky 40299, or at such other place as Lessor may designate.

If Lessee fails to pay the rent on or before the 6th of each month, there shall be added a late fee of \$25.00. If the Lessee fails to pay the rent by the end of each month, there shall be added a late fee of \$5.00 for each day that rent is not paid.

Lessor agrees to accept payment for rent by personal check, cash, money order, or certified check. However, if lessee should pay by personal check and said check should be returned for any reason, then Lessor shall be entitled to a \$25.00 "bad check fee" plus any additional costs imposed upon Lessor by a banking or other institution. If, during the terms of this lease, Lessees should tender two checks which are returned for any reason, then Lessor shall only accept cash, money order, or certified check as payment for the agreed rental.

SECTION TWO: SECURITY DEPOSIT

That the Lessee agrees to pay a Security Deposit of Two Hundred and Twenty Five Dollars (\$225.00), which has been received by Lessor. At the termination of this lease, the security deposit may be used to repair any damage, clean, or do other necessary maintenance and may also be used as payment toward any late fees, bad check fees, or late rent, if any due.

SECTION THREE: TERM OF LEASE

Term of Lease shall be for twelve months (12). The lease shall terminate at the end of said period. The parties agree that if the lessee and lessor agree, the lease may be terminated early.

SECTION FOUR: QUIET ENJOYMENT

Lessor covenants that on paying the rent and performing the covenants contained in this lease agreement, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

SECTION FIVE: CONDITION OF PREMISES

Lessee stipulates that she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, good repair, safe, clean, and tenantable condition.

SECTION SIX: ASSIGNMENT AND SUBLETTING

Lessee shall not have the right to assign this lease, or sublet or grant any concession or license to use the premises or any part of the premises.

SECTION SEVEN: DAMAGE TO PREMISES

If the demised premises, or any part of the demised

premises, shall be partially damaged by fire or other casualty not due to Lessee's negligence or wilful act or that of Lessee's employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenantable. However, if the leased premises should be damaged other than by Lessee's negligence or wilful act or that of Lessee's employee, family, agent, or visitor to the extent that Lessors shall decide not rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

If the demised premises, or any part of the demised premises, be damaged by Lessee or lessee's employees, family, agents, or visitors, then it shall be the Lessee's responsibility to repair the damage.

SECTION EIGHT: UTILITIES

Lessee shall be responsible for arranging and paying for all utility services required on the premises. Failure to provide proof of payment shall be reason to terminate this lease and possession shall immediately be returned to Lessor.

SECTION NINE: MAINTENANCE AND REPAIR

A. Lessor will, at her sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal of this lease. In particular, Lessor shall keep the fixtures outside the house, appurtenances outside the leased premises, including the drive way and other items on or about the leased premises in good order and repair. The Lessee shall keep the furnace clean, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures. The Lessor and Lessee shall split the expense of repair or replacement of the central air

conditioning unit, including all parts of such unit whether inside and outside.

- B. All other major maintenance and repair of the lease premises shall be the responsibility of Lessors or Lessor's assigns.
 - C. Lessors shall maintain the yard and landscaping.

SECTION TEN: ANIMALS

Lessee shall not have the right to keep domestic or other animals on or about the leased premises.

SECTION ELEVEN: RIGHT OF INSPECTION

Lessor and Lessor's agents shall have the right at all reasonable times during the term of this lease and any renewal of this lease to enter the demised premises for the purpose of inspecting the premises and all building and improvements on the premises.

SECTION TWELVE: HAZARD INSURANCE, RENTER'S INSURANCE AND CONDOMINIUM FEE

Lessor is responsible for the Hazard insurance premium and the Condominium fee. Lessee is responsible for the Renter's insurance premium.

SECTION THIRTEEN: SURRENDER OF PREMISES

At the expiration of the lease term, Lessee shall quit and surrender the demised premises in as good state and condition as they were at the commencement of this lease, reasonable use and wear and damages by the elements excepted.

SECTION FOURTEEN: GOVERNING LAW

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State

of Indiana.

SECTION FIFTEEN: ENTIRE AGREEMENT

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

SECTION SIXTEEN: MODIFICATION OF AGREEMENT

Any modification of this lease agreement or additional obligation assumed by either party in connection with this lease agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION SEVENTEEN: DEFAULT AND EJECTMENT OR EVICTION

If the Lessee should become two months in arrears in rent, they shall immediately quit the real estate and return possession to the Lessor without the necessity of the Lessor to file an ejectment or eviction suit.

If the lessee should fail to pay utility expense or maintain the real estate in a sanitary condition, she shall quit the property and return it to the possession of Lessor.

If the Lessor is required to bring an action in ejectment or eviction to forcibly remove the Lessee from the real estate, the Lessee, in addition to any arrears in rent and damage done to the real estate, shall also be responsible for attorney's fees and costs incurred by Lessor in prosecuting such action.

IN WITNESS WHEREOF, each party to this Lease Agreement has caused it to be executed on this the 02 day of Siptember 2005.

WITNESS OUR HANDS AND SEALS THE DATE FIRST ABOVE WRITTEN

LESSEE:

COROCO COROCO

pated: Septembel 2, 2005

LESSOR:

OPORREGIONS

8:50

Dated: OLALPtimber 05

STATE OF Kentucky) SS

COUNTY OF Jeggeson)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Jacqueline Bridgewater, as Lessee and Johnna Richards, as Lessor, and acknowledged the execution of the above and foregoing Rental Lease Agreement.

WITNESS my hand and notation seal this and gay of

Sprember, 2005.

My Commission Expires:

March 10 2009

DOCUMENT PREPARED BY:
ANNE B. FOWLER
ATTORNEY AT LAW
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