

LEASE

This lease (the "Lease"), by and between HARRIS FLP, an Indiana limited partnership (the "Landlord"), and the Town of Zionsville Redevelopment Commission, (the "Tenant"), is executed to be effective on the 1st day of April, 2025.

1. Definitions. Capitalized terms used in this Lease shall have the meanings ascribed to such terms in this Section.

Alterations shall mean alterations, improvements, additions, changes, or modifications to or of the Premises.

Base Rent shall mean the annual base rent for the Premises for the Initial Term and Extension Terms and shall be \$18000.00 per annum (\$1,500.00 per month).

Building shall mean that certain building designated on Exhibit A-1 as the "Building".

CAM Share shall mean, for any given calendar year, an amount equal to: (a) the amount of Operating Expenses for such calendar year; multiplied by (b) the Pro Rata Share; provided that, if the Real Estate Taxes decrease as a result of Tenant, being a tax exempt entity, leasing the Premises, then, to the extent that it is attributable to Real Estate Taxes, the CAM Share shall be equitably reduced.

CAM Share Offset shall mean all amounts incurred by Tenant and reasonably allocated to maintaining and insuring the Premises Common Areas.

Cancellation Date shall mean the date that is 90 days prior to the expiration of the Initial Term or the then current Extension Term.

Casualty Damage shall mean damage to, or destruction of, the Premises or the Building by fire or other casualty.

Town Agency shall mean an agency or instrumentality of the Town of Zionsville, Indiana.

Commencement Date shall mean the last date a party hereto signs the Lease.

Common Areas shall mean: (a) the areas in and around the Building designated by Landlord from time to time as common areas (including, without limitation, lobbies, hallways, stairs, elevators, sidewalks, driveways, parking areas, and green areas); and (b) the Premises Common Areas.

Complete Condemnation shall mean the occurrence of a Condemnation that renders: (a) the Premises unsuitable for the continued operation of Tenant's

Permitted Use; or (b) the Building unsuitable for continued use.

Complete Destruction shall mean Casualty Damage to such an extent that the cost of repair and/or restoration of the Premises or the Building would exceed 50% of the cost to replace the Premises or the Building, respectively, in its entirety at the time of the Casualty Damage.

Condemnation shall mean that all or a part of the Premises or the Building is: (a) taken or condemned for public use under any statute or by the right of eminent domain; or (b) conveyed to a public body under threat of condemnation.

Condemnation Date shall mean, in the event of a Condemnation, the date on which possession of all or a part of the Premises or the Building is taken by, or conveyed to, the condemning authority.

Cosmetic Alterations shall mean minor interior decorating or cosmetic Alterations that do not affect the Structure.

Cure Period shall mean a period of 30 days from the date that Tenant delivers to Landlord written notice of a failure by Landlord to perform any of its obligations under this Lease; provided that, if such failure is of a nature that it reasonably cannot be corrected within such 30 days, then the Cure Period shall continue so long as Landlord: (a) commences to correct such failure within such 30 days; and (b) diligently pursues such correction to completion.

Default Rate shall mean the prime rate, as reported in the Wall Street Journal or its successor publication, plus 5%.

Ending Date shall mean the earlier of: (a) the date that is 2 years after the first day of the first full calendar month following the Commencement Date; or (b) the termination of this Lease in accordance with its terms and conditions.

Event of Default shall have the meaning set forth in Subsection 19(a).

Extension Terms shall mean one additional consecutive period of two (2) years, with the Extension Term commencing upon the expiration of the Initial Term.

Hazardous Substances shall mean wastes, materials, or substances that are or become: (a) hazardous, toxic, or radioactive; and (b) regulated by any Law.

Immediate Family shall mean a person's spouse and unemancipated children.

Initial Term shall mean the initial term of this Lease, as provided in Subsection 3(a).

Insurable Tenant Property shall mean property located in, on, or about the

Premises in which Tenant has an insurable interest

Interested Party shall mean: (a) a person who has an interest of 3% or more in Landlord; or (b) any member of the Immediate Family of a person who has an interest of 3% or more in Landlord.

Laws shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental rules, regulations, guidelines, orders, and/or decrees.

Mortgagee Cure Period shall mean a period of thirty (30) days, commencing on the date that the Cure Period expires, during which any mortgage lender to which Tenant is obligated to deliver notice pursuant to Section 19 shall have the option to cure the failure by Landlord to perform any of its obligations under this Lease; provided that, if such failure is of a nature that it reasonably cannot be corrected within such 30 days, then the Mortgagee Cure Period shall continue so long as any such mortgage lender: (a) commences to correct such failure within such thirty (30) days; and (b) diligently pursues such correction to completion.

Mortgage Lien shall mean the lien of any mortgage, or any other method of financing or refinancing, now or hereafter encumbering the Real Estate, the Building, and/or the Premises.

Notice Date shall mean the date on which Tenant gives notice pursuant to Section 3 of its intention to extend the Term for an Extension Term.

Operating Expenses shall have the meaning set forth in Section 11.

Overdue Rent shall mean any payment of Rent that is overdue by five days or more.

Partial condemnation shall mean a Condemnation that does not constitute a Complete Condemnation. Partial Destruction shall mean Casualty Damage that does not constitute a Complete Destruction.

Premises shall mean the Public Restrooms.

Premises Common Areas shall mean and refer to all areas and improvements on the Real Estate and Building which are not held for lease to tenants.

Principal shall mean, with respect to Landlord: (a) an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities; or (b) a person who has critical influence on, or substantive control over, Landlord's operations.

Pro-Rata Share shall mean a fraction: (a) the numerator of which is one; and (b) the denominator of which is the number of floors in the Building.

Public Restrooms shall mean the restroom facilities on the Premises that are open to the public.

Real Estate shall mean the parcel of real estate upon which the Building is located.

Real Estate Taxes shall mean ad valorem property taxes and assessments levied on, against, or with respect to the Real Estate.

Rent shall mean Base Rent, and all other amounts payable by Tenant under this Lease.

Rules shall mean all reasonable written rules and regulations delivered from time to time by Landlord to Tenant; provided that such rules and regulations are of general applicability to all tenants of the Building.

State shall mean the State of Indiana.

Stated Ending Date shall be the date on which the Term is scheduled to end.

Structure shall mean the structural elements of the Building, including the foundations, roof, exterior walls, and interior structural walls. The Structure shall not include the windows and doors of the Premises.

Term shall mean the Initial Term and any Extension Terms with respect to which Tenant has exercised its option.

Utility Charges shall mean all charges for sewer, water, gas, electricity, telephone, and other utility services used in, on, at, or from, the Premises. Utility Charges will be calculated by determining the difference for sewer, water, gas, electricity and other utility services for the Building from the prior year's usage for a given month.

Venting Facilities shall mean the facilities for venting the plumbing that is located in the Premises, to the extent that such facilities are located outside the Premises.

2. Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises; provided that, notwithstanding such lease of the Premises, Tenant's use of the Premises and the Common Areas shall: (a) not be exclusive to Tenant and (b) be in common with all other tenants in the Building.

3. Term.

- a. Initial Term. The Initial Term shall: (i) commence on the Commencement Date; and (ii) end on the Ending Date.

- b. **Extension Terms.** Provided that there is no continuing Event of Default, Tenant shall have the option to extend the term of this Lease by the Extension Term. To exercise its option to extend the term of this Lease for the Extension Term, Tenant shall deliver written notice to Landlord of its intention to extend the term of the Lease for that Extension Term at least 180 days prior to the date on which that Extension Term will commence. If Tenant fails to deliver any such notice to Landlord in accordance with the terms and conditions of this Subsection, then the option of Tenant to extend the term of this Lease for any of the remaining Extension Terms shall terminate.
- c. **Holdover Possession.** If Tenant holds over and remains in possession of the Premises after the Ending Date, with the consent of Landlord, then such holding over and continued possession shall create a tenancy from month to month, upon and subject to the same terms and conditions of this Lease in effect on the Ending Date, except for the length of the term of this Lease. At any time, either party may terminate such tenancy from month to month upon written notice delivered to the other party at least 30 days in advance. If Tenant holds over and remains in possession of the Premises after the Ending Date, without the consent of Landlord, then Tenant shall pay to Landlord, for each day that it holds over, 150% of the Base Rent in effect on the Ending Date, computed daily.

4. Rent.

(a) **Base Rent.** Tenant shall pay annual amounts of Base Rent to Landlord during the Term. Base Rent shall be payable: (i) in equal monthly installments; and (ii) in advance on or before the first day of each full and partial calendar month during the Term; provided that: (i) if the Commencement Date or the Ending Date is a date other than the first day or the last day of a calendar month, respectively, then the Base Rent payable for such partial calendar month shall be the amount of the monthly Base Rent in effect on the Commencement Date or the Ending Date, respectively, computed on a daily basis; and (ii) the Base Rent for any partial calendar month at the commencement of the Term shall be payable on the first day of the first full calendar month during the Term.

(b) **Payment.** Tenant shall pay all Rent promptly, without (i) prior demand; (ii) deductions or setoffs of any nature; or (iii) relief from valuation and appraisal laws. Interest shall accrue on any Overdue Rent at the Default Rate. Landlord shall have no obligation to accept less than the full amount of any Rent owed by

Tenant; provided that, if Landlord accepts less than the full amount of Rent owed, then: (i) Landlord may apply the sums received toward any of the obligations of Tenant, in Landlord's discretion; and (ii) Tenant shall remain liable for the remaining amount of any such Rent.

5. Improvements.

Landlord and Tenant may mutually agree to make certain improvements to the Premises in order to facilitate Tenant's use of the Premises hereunder. Tenant shall reimburse Landlord for any such improvements within forty five (45) days of receiving an invoice from Landlord.

6. Use. The Premises may be used and occupied solely for the Permitted Use, and for no other purposes whatsoever without the prior written consent of Landlord. Tenant covenants and agrees that:

(a) **Waste and Nuisance.** Tenant shall not (i) permit any waste or nuisance to occur in the Premises; or (ii) use or permit the use of the Premises for any unlawful purpose.

(b) **Compliance with Laws.** Tenant shall: (i) comply with the Laws and Rules; and (ii) cause its employees, agents, contractors, invitees, and licensees to comply with the Laws and Rules.

(c) **Hazardous Substances.** Tenant shall not: (i) use the Premises for the treatment or disposal of any Hazardous Substances; or (ii) store or use any Hazardous Substance in the Premises, except for such storage and usage of those types and amounts of Hazardous Substances as may be necessary for general office use; provided that Tenant shall not stockpile Hazardous Substances. All storage, usage, and transportation of Hazardous Substances shall be conducted in compliance with all Laws and Rules, and Tenant shall take all necessary and appropriate safety precautions in connection with such storage, usage, and transportation.

7. Utilities. Tenant shall: (a) pay all Utility Charges; and (b) deliver to Landlord upon demand receipts or other satisfactory evidence of payment of the Utility Charges; provided that, the cost of any utilities not separately metered to the Premises shall be included in Operating Expenses for purposes of determining the CAM Share. Tenant shall not install in the Premises any equipment that may exceed the capacity of any utility facilities; provided that (a) if any equipment installed by Tenant requires additional utility facilities, then Tenant shall install such additional utility facilities at its expense and in compliance with the Laws; and (b) prior to installing any such additional utility facilities, Tenant shall obtain Landlord's written approval of the plans and specifications for such facilities.

8. Maintenance.

(a) **Landlord Repairs.** Landlord, at its expense, shall be responsible for keeping and maintaining: (i) the Structure in good order and repair, and in a structurally sound condition; and (ii) the Venting Facilities and the utility connections to the Premises in good order and repair. Except as provided in this Subsection, Landlord shall not be responsible for making repairs, replacements or improvements of any kind to or for the Premises, all of which such repairs, replacements, or improvements shall be the responsibility of Tenant.

(b) **Tenant Repairs.** Except for repairs to be performed by Landlord pursuant to Subsection 8(a) or Section 9, Tenant shall keep the Premises clean, neat, and safe, and in good order, repair and condition, including, without limitation, that Tenant shall: (i) make all repairs, alterations, additions, or replacements to the Premises as may be required by any Law, or by fire underwriters or underwriters' fire prevention engineers; (ii) keep all glass in windows, doors, fixtures, and other locations clean and in good order, repair, and condition, and replace glass that may be damaged or broken with glass of the same quality; (iii) contract directly for any janitorial or cleaning services that it deems to be necessary or appropriate to comply with the terms and conditions of this Subsection; (iv) maintain all utilities from the point of connection to the Premises; and (v) paint and decorate the Premises as necessary or appropriate to comply with the terms and conditions of this Subsection.

- 9. Common Areas.** Tenant shall have the right, in common with all other tenants in the Building and subject to the Laws and Rules, to use the Common Areas. Landlord shall: (a) provide: (i) heating, ventilating, and air conditioning; (ii) electricity; and (iii) water; as applicable, for the Common Areas; and (b) operate, manage, maintain, repair, and insure the Common Areas in such a manner as Landlord shall determine to be necessary or appropriate, including, without limitation, that Landlord at any time, and from time to time, may: change, modify, add to, or subtract from the sizes, locations, shapes, and arrangements of the Common Areas (including the buildings, entrances, exits, parking areas, and parking aisle alignments); (b) restrict parking by Tenant's employees to designated parking areas; and (c) take such other actions with respect to the Common Areas as Landlord determines to be necessary or appropriate. Notwithstanding the foregoing, Landlord shall not take any actions with respect to the Common Areas that will materially and substantially interfere with

access to the Premises.

10. CAM Share.

(a) Payment. Tenant shall pay the CAM Share upon receipt of written demand from Landlord. Notwithstanding anything to the contrary set forth herein, Tenant may offset the CAM Share Offset against payments of CAM Share payable by Tenant.

(b) Estimation. Notwithstanding anything to the contrary set forth herein, Landlord may: (i) estimate (or re-estimate) the amount of the CAM Share for any whole or partial calendar year during the Term; and (ii) require Tenant to pay equal monthly installments of the estimated (or re-estimated) CAM Share, in advance on or before the first day of each full and partial calendar month during such calendar year; provided that, the amount payable for any partial calendar month shall be prorated based upon the number of days in such partial calendar month; provided that, in such event, Tenant may estimate (or re-estimate) the CAM Share Offset and offset against such monthly installments equal monthly amounts of the estimated (or re-estimated) CAM Share Offset.

(c) Settling. By April 1 of each calendar year, Landlord and Tenant each shall deliver to the other written statements showing the computation of the actual: (i) CAM Share payable by Tenant with respect to the previous whole or partial calendar year; and (ii) CAM Share Offset respectively. If the total of the monthly CAM Share payments made by Tenant for such calendar year is more than the actual CAM Share payable by Tenant with respect to such calendar year, then Landlord shall credit the excess against future CAM Share payments to be made by Tenant; provided that, if: (i) there are no future CAM Share payments to be made by Tenant; and (ii) there is no continuing Event of Default under this Lease; then Landlord shall refund the excess to Tenant within 30 days. If the total of the monthly CAM Share payments made by Tenant for such calendar year is less than: (i) the actual CAM Share payable by Tenant with respect to such calendar year, less (ii) the actual CAM Share Offset; then Tenant shall pay the amount of such deficiency within 30 days after delivery to Tenant of the statement required by this Subsection.

(d) Survival. The obligations of Tenant under this Section shall survive expiration of the Term or the earlier termination of this Lease.

11. Operating Expenses.

(a) Inclusions. "Operating Expenses" shall mean and include all reasonable or customary costs and expenses incurred by Landlord in discharging its obligations under Subsection 8(a), including, without limitation: (i) wages, salaries, and benefits of personnel (not to exceed the amount fairly and equitably allocated to the Building based on the proportion of the working time such personnel spent at the Building to the working time spent at other premises); (ii) charges under maintenance and service contracts; (iii) premiums for insurance required: (A) to satisfy the obligations of Landlord under Section 15; and/or (B) by a mortgage lender; (iv) charges, costs, and expenses to provide any utilities benefitting the Premises that are not separately metered to the Premises; and (v) Real Estate Taxes. Notwithstanding anything to the contrary set forth herein, but subject to the definition of CAM Share, though Tenant, as a tax exempt entity, is not subject to real estate, sales and use, or other similar state, local, or federal taxes, if Landlord pays such taxes as part of the customary costs and expenses to discharge its obligations under this Lease, then the amount of such taxes paid by Landlord shall constitute Operating Expenses for purposes of determining the CAM Share payable by Tenant.

(b) Exclusions. "Operating Expenses" shall not include: (i) any amount for depreciation of the Premises or the Building; (ii) any capital improvement to the Premises or the Building; (iii) leasing commissions; (iv) legal fees in connection with: (A) a financing or refinancing by Landlord; (B) preparation or negotiation of leases; or (C) exercising or enforcing Landlord's rights and remedies under leases; (v) income taxes imposed upon Landlord; (vi) any payment required under the terms of any mortgage; (vii) penalties assessed against Landlord for any late payment; or (viii) any marketing or advertising costs of Landlord.

12. Property Taxes. Tenant shall: (a) pay, before any penalty or interest attaches. all taxes levied or assessed against or with respect to: (i) the conduct of Tenant's business in, on, at, or from the Premises; and (ii) Tenant's trade fixtures, equipment, inventory, and other personal property located upon the Premises; and (b) furnish to Landlord, upon written request, duplicate receipts evidencing payment of such taxes.

13. Alterations.

(a) Alterations. Tenant shall not make any Alterations, except for: (i) Cosmetic Alterations; and (ii) installations by Tenant, at its cost

and expense, of such trade fixtures and other personal property as Tenant determines to be necessary or appropriate to conduct its business. Any Alterations made, or caused to be made, by Tenant shall: (i) be completed: (A) in a good and workmanlike manner; and (B) except in the case of Cosmetic Alterations, pursuant to plans, and by a contractor, reasonably approved by Landlord; and (ii) not affect the Structure. On the Ending Date, all Alterations shall become the sole property of Landlord; provided that trade fixtures installed by Tenant shall remain the property of Tenant.

(b) Signs. Tenant shall not affix, or cause to be affixed, to the Building or the exterior of the Premises (including, without limitation, the windows and doors), any Signs without the prior written consent of Landlord; provided that Landlord hereby consents to the Signs depicted and/or described on Exhibit ____.

14. Liens. Tenant shall not suffer or cause the filing of any mechanic's lien against the Building, or any part thereof. If any mechanic's lien is filed against the Building, or any part thereof, for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, then Tenant shall cause such mechanic's lien to be discharged of record within 30 days after notice of the filing by bonding, or as provided or required by law. All liens suffered or caused by Tenant shall attach only to the interest of Tenant in the Premises. Nothing in this Lease shall be deemed or construed to: (a) constitute consent to, or request of, any party for the performance of any work for, or the furnishing of any materials to, Tenant; or (b) give Tenant the right or authority to contract for, authorize, or permit the performance of any work, or the furnishing of any materials, that would permit the attaching of a mechanic's lien to Landlord's interest in the Building.

15. Insurance.

(a) Casualty. Landlord shall be responsible for maintaining during the Term fire and extended coverage insurance on the Building for the full replacement value thereof; provided that Landlord shall not be responsible to insure against (or liable for), any loss of, or damage to, any: (i) personal property: (A) owned by Tenant; and/or (b) located in, on, or about the Premises; (ii) trade fixtures installed by Tenant; or (iii) Alterations made by Tenant; in each case unless such loss or damage occurs as a result of the intentional act or wilful misconduct of Landlord or its employees, agents, or contractors. Tenant, at its cost and expense, shall maintain during the Term fire and "all-risk" coverage insurance with respect to any Insurable Tenant Property; provided that: (i) all Insurable Tenant Property; and (ii) any other property that Landlord is not obligated to insure; shall be kept in, at, or upon the Premises at Tenant's sole risk.

(b) Liability.

(i) Landlord. Landlord shall maintain during the Term general public liability and property damage insurance covering any and all claims for injuries to, or death of, persons, and damage to, or loss of, property, occurring in, on, or about the Common Areas in the amounts specified on Exhibit ____.

(ii) Tenant. Tenant, at its cost and expense, shall maintain during the Term general public liability and property damage insurance covering any and all claims for injuries to, or death of, persons, and damage to, or loss of, property, occurring in, on, or about the Premises in the amounts specified on Exhibit ____.

(iii) Policies. Each Insurance policy maintained by Landlord and Tenant pursuant to this Subsection must: (A) be issued by an insurance company reasonably acceptable to Tenant or Landlord, respectively; and (B) name Tenant or Landlord, respectively, as additional insureds.

(c) Worker's Compensation. Tenant shall comply with the provisions of the applicable worker's compensation laws and shall insure its liability thereunder.

(d) Copies. Landlord and Tenant each shall furnish the other proper certificates with respect to the policies of insurance required to be maintained pursuant to this Section, which certificates shall be: (i) duly executed by the insurance company or the general agency writing such policies; and (ii) effective not later than the first day of the Initial Term. Landlord and Tenant each shall deposit appropriate renewal or replacement certificates with the other party not less than ten days prior to the expiration of any such policies. Each policy of insurance maintained by Landlord or Tenant pursuant to this Section shall provide that the company issuing such policy shall not cancel, or change the terms of, such policy without first giving the other party written notice at least 30 days in advance of such cancellation or change.

(e) Subrogation. Landlord and Tenant waive and release any and all rights of recovery that either may have against the other party for any loss or damage, whether or not caused by any

alleged negligence of the other party or its employees, agents, or contractors, to the extent that such loss or damage is or would be covered by any insurance required to be maintained under this Lease (or otherwise maintained). Each policy of insurance required under this Lease (or otherwise maintained) shall contain an endorsement to such effect, waiving the insurer's right of subrogation against the other party.

16. Casualty.

(a) Termination. If there is Complete Destruction, then: (i) either Landlord or Tenant may elect to terminate this Lease by delivery of written notice to the other party within thirty (30) days after the occurrence of the Complete Destruction; and (ii) this Lease shall terminate on the date that is fifteen (15) days after delivery of such notice. Notwithstanding the foregoing, if Landlord delivers notice to Tenant within thirty (30) days after the occurrence of the Complete Destruction that Landlord will: (i) repair and/or restore the Premises in accordance with Subsection 16(b); and (ii) complete such repair and/or restoration within six months after the occurrence of the Complete Destruction; then Tenant shall not have the right to terminate this Lease due to the Complete Destruction (and any notice of termination as a result of the Complete Destruction given by Tenant prior to the date on which Landlord timely delivers such notice shall be deemed to be null and void and of no force or effect). If there is Partial Destruction that occurs: (i) when twenty percent (20%) or less of the Initial Term remains; or (ii) during an Extension Term; then: (i) Landlord shall have the right to terminate this Lease by delivery of written notice to Tenant within thirty (30) days after the occurrence of the Partial Destruction; and (ii) this Lease shall terminate on the date that is fifteen (15) days after delivery of such notice. If there is a termination of this Lease pursuant to this Subsection, then all obligations hereunder, except those due or mature, shall cease and terminate as of the date of the Complete Destruction or the Partial Destruction, as the case may be.

(b) Restoration. If: (i) in the event of Complete Destruction, neither Landlord nor Tenant exercises its right to terminate this Lease within the 30 day period; or (ii) there is Partial Destruction, and Landlord does not, or is not entitled to, terminate this Lease pursuant to Subsection 16(a); then: (i) this Lease shall continue in full force and effect; and (ii) Landlord promptly shall repair and/or restore the Premises to substantially the same condition as existed prior to the Complete Destruction or the Partial Destruction, as the case may be; provided that Landlord shall not be obligated to repair or replace any: (A) trade fixtures installed by Tenant; or (B) Alterations made by Tenant; all of which shall be the obligation of Tenant to repair or

replace.

(c) Abatement. Base Rent shall be abated proportionately (based upon the proportion that the unusable space in the Premises due to the Casualty Damage bears to the total space in the Premises) for each day that the Premises or any part thereof is unusable by reason of any Casualty Damage. All proceeds paid with respect to any Casualty Damage under any insurance policy maintained by Landlord shall belong to, and be the sole property of, Landlord.

17. Condemnation.

(a) Termination. If there is a Complete Condemnation, then this Lease shall terminate as of the Condemnation Date. If there is a Partial Condemnation that occurs: (i) when twenty percent (20%) or less of the Initial Term remains; or (ii) during an Extension Term; then: (i) Landlord shall have the right to terminate this Lease by delivery of written notice to Tenant within thirty (30) days after the occurrence of the Partial Condemnation; and (ii) this Lease shall terminate on the date that is fifteen (15) days after delivery of such notice. If there is a termination of this Lease pursuant to this Subsection, then all obligations hereunder, except those due or mature, shall cease and terminate as of the Condemnation Date.

(b) Restoration. If there is a Partial Condemnation, and Landlord does not, or is not entitled to, terminate this Lease pursuant to Subsection 17(a), then: (i) this Lease shall continue in full force and effect with respect to the remainder of the Premises; and (ii) Landlord promptly shall perform such repairs and/or replacements to the remainder of the Premises as are necessary so that the remainder of the Premises may be used by Tenant; provided that Landlord shall not be obligated to repair or replace any: (A) trade fixtures installed by Tenant; or (B) Alterations made by Tenant; all of which shall be the obligation of Tenant to repair or replace.

(c) Abatement. If this Lease remains in effect after any Condemnation, then: (i) until repairs and/or replacements to the remainder of the Premises are completed, Base Rent shall be abated proportionately (based upon the proportion that the unusable space in the Premises due to the Condemnation bears to the total space in the Premises); (ii) after such repairs and/or replacements are completed, Base Rent shall be abated proportionately (based upon the proportion that the that area of the Premises taken by, or conveyed to, the condemning authority bears to the total space in the Premises). All compensation awarded or paid with respect to any Condemnation shall belong to and be the sole property of Landlord; provided that Landlord shall not be entitled to any award made solely to Tenant for

loss of business or costs and/or expenses of relocation and removing trade fixtures.

18. Defaults and Remedies.

(a) Events of Default. Each of the following shall be deemed to be an "Event of Default":

(i) Tenant's failure to pay any amount of Rent when due; provided that, in the case of the first two such failures in any given twelve (12) month period, such failure shall not constitute an Event of Default unless such failure continues for ten days after Landlord delivers written notice thereof to Tenant;

(ii) Tenant's failure to observe or perform any term or condition of this Lease to be observed or performed by Tenant with respect to maintaining insurance, and the continuance of such failure for ten days after Landlord delivers written notice to Tenant of such failure;

(iii) Tenant's failure to observe or perform any other term or condition of this Lease to be observed or performed by Tenant, and the continuance of such failure for 30 days after Landlord delivers written notice to Tenant of such failure; provided that, if such failure is of a nature that it reasonably cannot be corrected within such 30 days, then such failure shall not constitute an Event of Default so long as Tenant: (A) commences to correct such failure within such 30 days; and (B) diligently pursues such correction to completion;

(iv) Any of the following occurs: (A) Tenant: (1) becomes insolvent or bankrupt; or (2) makes a general assignment for the benefit of creditors; (B) a receiver is appointed for Tenant's property; (C) a petition is filed with respect to Tenant in bankruptcy or for reorganization; or (D) the leasehold interest of Tenant hereunder is sold pursuant to execution.

(b) Remedies. If there is an Event of Default, then, in addition to exercising any other rights or remedies available at law or in equity, and without further notice or demand, Landlord may:

(i) elect to terminate this Lease.

(ii) if Tenant has failed to perform any of its

obligations under this Lease, enjoin the failure or specifically enforce the performance of such obligation.

(iii) if Tenant has failed to perform any of its obligations under this Lease, other than the obligation to pay Rent, perform the obligation that Tenant has failed to perform (entering upon the Premises for such purpose, if necessary); provided that the performance by Landlord of such obligation shall not be construed to be a waiver of the Event of Default.

(iv) immediately: (A) re-enter, and take possession of, the Premises; (B) remove all persons and property from the Premises; and (C) store such property at the sole cost and expense, and for the account, of Tenant; all in compliance with the Laws.

(c) Re-Letting. If Landlord re-enters, and/or takes possession of, the Premises after an Event of Default, then Landlord: (i) may terminate this Lease; or (ii) from time to time without terminating this Lease, may: (A) make reasonable alterations and repairs for the purpose of re-letting the Premises; and (B) re-let the Premises, or any part thereof, for such periods (which may extend beyond the Term), at such rental, and upon such other terms and conditions as Landlord deems to be advisable. Upon each re-letting, all rentals received from the re-letting shall be applied in the following order: (i) to damages that Landlord incurs: (A) by reason of Events of Default; or (B) in connection with exercising its rights and remedies with respect to Events of Default; (ii) to the payment of Rent owed by Tenant; and the remainder, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due and payable. If the rentals received from such re-letting during any month are less than the full amount of Rent payable during that month, then Tenant shall pay the deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No re-entry and/or taking of possession by Landlord of the Premises shall be construed to be: (i) an election to terminate this Lease; or (ii) an acceptance of a surrender of the Premises; in either case unless a written notice of termination or acceptance of surrender is delivered by Landlord to Tenant. Notwithstanding any re-letting without termination, Landlord, at anytime after such re-letting, may elect to terminate this Lease due to the Event of Default that led to the re-letting.

(d) No Waiver. Neither: (i) a waiver by Landlord of any Event of Default; nor (ii) an exercise by Landlord of any right or remedy with respect to an Event of Default; shall be deemed either to: (i) constitute a waiver of any subsequent Event of Default; (ii) release or

relieve Tenant from performing any of its obligations under this Lease; or (iii) constitute an amendment or modification of this Lease. If Landlord accepts any payments of Rent during the continuance of an Event of Default, then such acceptance shall not be construed as a waiver of: (i) such Event of Default; or (ii) any right or remedy of Landlord with respect to such Event of Default. The rights and remedies hereunder are cumulative, and no: (i) right or remedy shall be deemed to be, or construed as, exclusive of any other right or remedy hereunder, at law, or in equity; or (ii) failure to exercise any right or remedy shall operate to prevent the subsequent exercise of such right or remedy.

(e) Damages. Landlord may recover from Tenant all damages that Landlord incurs by reason of any Event of Default and/or in connection with exercising its rights and remedies with respect to any Event of Default, together with interest thereon at the Default Rate. If, at any time, Landlord terminates this Lease due to an Event of Default, then, in addition to: (i) any other rights and remedies that Landlord may have; and (ii) all other damages; Landlord may recover from Tenant damages that Landlord incurs by reason of such Event of Default, including, without limitation, the value at the time of termination of the excess of: (i) the amount of Rent for the remainder of the Term; over (ii) the rental value of the Premises for the remainder of the Term. All such amounts shall be due and payable by Tenant immediately upon receipt of written demand from Landlord; and the obligation of Tenant to pay such amounts shall survive the termination of this Lease.

19. Landlord Default. Landlord shall not be deemed to be in default under this Lease for a failure to perform any of its obligations hereunder, and Tenant shall not exercise any right or remedy that it may have at law or in equity with respect to such failure, until such time as: (a) Landlord has received notice of such failure from Tenant; and (b) such failure has continued past the Cure Period. If Tenant delivers to Landlord any notice of a failure to perform, then Tenant also shall deliver to each mortgage lender a copy of such notice; provided that Tenant shall be obligated to deliver such a notice only to those mortgage lenders for which Landlord has provided to Tenant a name and address. Notwithstanding anything to the contrary set forth herein, if Landlord does not cure any failure prior to the expiration of the Cure Period, then Tenant shall not exercise any right or remedy that it may have at law or in equity with respect to such failure until the expiration of the Mortgagee Cure Period.

20. State Required Provisions.

(a) Nondiscrimination. In connection with the performance of this Lease, Landlord shall not discriminate against any employee, or applicant for employment, with respect to hire, tenure, terms,

conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or ancestry. No notice or cure period shall apply with respect to the obligation of Landlord hereunder, and a default under this Subsection shall be an immediate default by Landlord under this Lease.

(b) **Ethics.** Landlord certifies that neither it nor its Principals currently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Lease by any federal or state department or agency.

(c) **Non-Collusion.** The undersigned attests under penalties of perjury that: (i) he or she is an officer of Landlord; (ii) he or she has not, and, to the best of his or her knowledge, no other member, employee, representative, agent, or officer of Landlord has, directly or indirectly entered into or offered to enter into any combination, collusion, or agreement to receive or pay money or other consideration for the execution of this Lease other than that specified herein; and (iii) he or she has not received or paid any money or other consideration of the execution of this Lease other than that specified herein.

21. Surrender. On the Ending Date, Tenant shall surrender the Premises to Landlord, together with all property affixed to the Premises, broom clean, and in good order, condition, and repair, except for: (a) ordinary wear and tear; (b) the effects of Casualty Damage that landlord is obligated to repair or replace; and (c) the effects of a Condemnation; provided that Tenant: (a) shall not be required to surrender any of, and shall remove, Tenant's trade fixtures, personal property, and signs; and (b) promptly shall repair any damage to the Premises caused by removal of such trade fixtures, personal property, and/or signs. Notwithstanding anything to the contrary set forth herein, all Alterations shall: (a) become the property of landlord; and (b) be surrendered with the Premises. Any property not removed from the Premises within ten days after the Ending Date shall be deemed to be abandoned, and Landlord shall have the right to remove, store, or dispose of such property in such manner as Landlord deems to be appropriate in its sole discretion, without liability to Tenant. The obligations of Tenant under this Section shall survive the Ending Date.

22. Subordination. This Lease is and shall be subordinate to: (a) all Mortgage Liens; and (b) all advances made, or hereafter to be made, upon the security thereof. No other agreement by Tenant shall be necessary to effect such subordination; provided that, within fifteen (15) days after receiving a written request from Landlord, Tenant shall execute and deliver a subordination as reasonably requested by Landlord or any mortgage lender; provided that such subordination

agreement shall provide that neither: (i) the rights of Tenant under this Lease; nor (ii) the possession of the Premises by Tenant; shall be disturbed so long as Tenant is not in default hereunder. If any proceedings are brought for the foreclosure of any Mortgage Lien, then Tenant shall: (a) attorn to the purchaser upon any sale resulting directly or indirectly from such proceedings; and (b) recognize the purchaser as Landlord hereunder. Within fifteen (15) days after receiving a written request from Landlord, Tenant shall execute and deliver an estoppel certificate as reasonably requested by Landlord or any purchaser, mortgage lender, or lien holder.

23. Quiet Enjoyment. Landlord represents and warrants that: (a) as of the Commencement Date, it is the fee simple owner of the Real Estate; and (b) it has full right and authority to enter into this Lease, subject to all restrictions of record. Landlord agrees that, if Tenant observes all of the terms and conditions of, and performs all of its obligations under, this Lease, then, at all times during the Term, Tenant shall have the peaceable and quiet enjoyment of possession of the Premises, without any manner of hindrance from parties claiming under, by, or through Landlord.

24. Notice. Any notice required or permitted to be given by either party to this Lease shall be in writing, and shall be deemed to have been given when: (a) delivered in person to the other party; (b) sent via email, with electronic confirmation of receipt; or (c) sent by national overnight delivery service, with confirmation of receipt. addressed as follows: to Landlord at P.O. Box 37, Zionsville, Indiana 46077 with a copy to Robert R. Thomas, THOMAS LAW GROUP, LLC, P.O. Box 345, Zionsville, Indiana 46077; and to Tenant _____, Either party may change its address for notice from time to time by delivering notice to the other party as provided above. All payments of Rent shall be delivered to Landlord at the address set forth in, or specified in accordance with, this Section.

26. Assignment, Tenant shall not: (a) assign this Lease or any interest herein; (b) sublet all or any part of the Premises; or (c) or permit any other party, (including, without limitation, concessionaires or licensees) to: (i) operate on, in, at, or from; or (ii) occupy; all or any part of the Premises; in any case without the prior written consent of Landlord; provided that Tenant may: (a) assign this Lease to a Town Agency; so long as Tenant provides Landlord with: (a) notice of such assignment; and (b) a copy of the assignment document. The consent of Landlord to any assignment shall not constitute a waiver of the requirement for such consent to any subsequent assignment. Notwithstanding any assignment: (a) Tenant shall remain fully liable to perform all of its obligations under this Lease; and (b) a consent by Landlord to any assignment shall not release Tenant from such performance; provided that, in the case of an assignment to a Town Agency that assumes the obligations of Tenant hereunder in writing, Tenant shall be released from performance of any obligations that first arise after the date of such assignment. Any transfer of this Lease by operation of law (including, without

limitation, a transfer as a result of a change of control, merger, consolidation, or liquidation of Tenant) shall constitute an assignment for purposes of this Lease. Landlord, at anytime and from time to time, may assign its interest in this Lease, and, if: (a) Landlord assigns its interest in this Lease; and (b) the assignee assumes in writing all of the obligations of Landlord under this Lease; then Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from performance of any obligations that first arise after the date of such assignment.

27. **Indemnity.** Tenant shall indemnify and hold harmless Landlord from and against all claims, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from, or in connection with: (a) injuries to, or death of, persons, or damage to, or loss of, property, occurring in, on, or about the Premises, except to the extent caused by: (i) fire or other casualty for which Landlord is required to maintain insurance pursuant to Section 15; (ii) the gross negligence or willful misconduct of Landlord; or (iii) the failure by Landlord to perform any of its obligations under this Lease; provided that the obligation of Tenant to indemnify and hold harmless Landlord pursuant to this clause shall be subject to the terms and conditions of Subsection 15(e); (b) the condition, use, or control of the Premises; (c) a default by Tenant under this Lease and/or the exercise by Landlord of its rights and remedies with respect to such default; and (d) any: (i) storage or usage of any Hazardous Substances in, on, or about the Premises; or (ii) transportation of any Hazardous Substances to or from the Premises; in either case by Tenant (or its employees, agents, contractors, invitees, or licensees). Subject to Subsection 15(e), Landlord shall indemnify and hold harmless Tenant from and against all claims, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from, or in connection with: (a) Landlord's gross negligence or willful misconduct; or (b) a default by Landlord under this Lease and/or the exercise by Tenant of its rights and remedies with respect to such default.

28. **Termination for Convenience.** Notwithstanding any other provision of this Lease, either of the parties hereto may, upon ninety (90) days' written notice to the other, terminate the Lease.

29. **Miscellaneous.**

(a) **Prior Agreements.** All prior representations and agreements by or between Landlord and Tenant with respect to the subject matter of this Lease are merged into, and expressed in, this Lease. This Lease shall not be amended, modified, or supplemented, except by a written agreement executed by both landlord and Tenant. This Lease may be executed in separate counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument.

(b) Construction of Lease. Whenever in this Lease a singular word is used, it also shall include the plural wherever required by the context and vice versa. This lease shall be construed in accordance with the laws of the State of Indiana. The captions of this lease are for convenience only and do not in any way limit or alter the terms and conditions of this Lease. The invalidity or unenforceability of any term or condition of this lease shall not affect the other terms and conditions, and this lease shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. All exhibits referenced herein are attached hereto and incorporated herein by reference.

(c) Successors. This Lease, and all of the terms and conditions hereof, shall: (i) inure to the benefit of: and (ii) be binding upon; the respective heirs, executors, administrators, successors, and assigns of Landlord and Tenant. All indemnities set forth in this Lease shall survive the Ending Date.

(d) Authority. Each person executing this Lease represents and warrants that: (i) he or she has been authorized to execute and deliver this lease by the entity for which he or she is signing; and (ii) this Lease is the valid and binding agreement of such entity, enforceable in accordance with its terms.

(e) Exculpation. If there is a breach or default by Landlord with respect to any term or condition of this Lease, then Tenant shall look solely to the equity interest of Landlord in the Building and the Real Estate; provided that, in no event shall any deficiency judgment be sought or obtained against any individual person or entity comprising Landlord.

(f) Time Periods. All references in this Lease to periods of days shall be construed to refer to calendar, not business, days, unless business days are specified. Notwithstanding anything to the contrary set forth herein, if either party is delayed in, or prevented from observing or performing any of its obligations hereunder, or satisfying any term or condition hereunder, in any case as the result of: (i) an act or omission of the other party; or (ii) any other cause that is not within the reasonable control of such party (including, without limitation, inclement weather, the unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers); then: (i) observation, performance, or satisfaction shall be excused for the period of such delay or prevention; and (ii) the dates, and other deadlines for observation, performance, and satisfaction shall be extended for the same period.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease
on the day and year set forth above.

HARRIS, FLP (“LANDLORD”)

TOWN OF ZIONSVILLE (“TENANT”)

Signature

John Stehr, Mayor

Printed Name

Date

Title

Date

DRAFT