

COMMERCIAL-INDUSTRIAL LEASE FOR SINGLE TENANT PROPERTY

For use only by members of the Indiana Association of REALTORS®

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repair, decorate or clean the Leased Premises or any part, and no representation respecting the condition of the Leased Premises or the building, has been made by Landlord to Tenant, except as set forth herein.

H. USE OF LEASED PREMISES: The Leased Premises are to be used by Tenant for the following purposes: to conduct their business. No animals are permitted on the property

and for no other purposes without the prior written consent of Landlord. Tenant shall not use the Leased Premises (or fail to maintain them) in any manner constituting a violation of any ordinance, statute, regulation or order of any governmental authority, including, but not limited to zoning ordinances and Environmental Laws as hereinafter defined, nor will Tenant maintain or permit any nuisance to occur on the Leased Premises. Tenant covenants and agrees that Tenant will use, maintain and occupy the Leased Premises in a careful, safe and proper manner, and will not commit waste.

I. REAL ESTATE TAXES: Regardless of the assessment and payment dates, real estate taxes shall be deemed for purposes of this Lease to accrue ratably during the calendar year in which such taxes are due and payable. In the event a portion of such year is not within the term of this Lease, such taxes shall be prorated as of the commencement or expiration date of the term hereof as the case may be. The real estate taxes for the Leased Premises shall be paid: **[Check the applicable paragraph number below]**

- 1. By Tenant, to Landlord in full when due in May and November.
 - 2. By Tenant, to Landlord monthly in 1/12 installments of the annual tax estimated by Landlord and adjusted annually based on the actual taxes.
 - 3. By Landlord, in full when due in May and November.
 - 4. Other: Tenant is responsible for cost of signage, which must meet Mallard Cove Association guidelines. Sign contact is Sharon H at Indiana Signworks 260-407-9880 SharonH@indianasignworks.com

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Personal property taxes assessed with respect to Tenant's b

INSURANCE AND INDEMNIFICATION:

(Tenant) (Landlord) shall maintain with respect to the building, including

J. INSURANCE AND INDEMNIFICATION:

1. **PROPERTY INSURANCE:** During the Term, (Tenant) (Landlord) shall maintain with respect to the building, including all Tenant improvements, a policy or policies of Special Form (formerly known as "all risks") Property insurance coverage (including boiler and machinery coverage, and any other endorsements required by any mortgagee of the Leased Premises) in an amount equal to: (full replacement cost) (maximum insurable value) (\$ _____). The property insurance need not include flood or earthquake insurance unless such coverage is required by applicable law or by any mortgagee. Such insurance shall include insurance (in favor of Landlord) against abatement or loss of rent, in an amount at least equal to annual rent. Insurance premiums for the Leased Premises shall be paid as follows: [Check the appropriate paragraph letter below]

- a. By Tenant, to the insurer in full when due.
 - b. By Tenant, to Landlord in full when due (annually) (quarterly) (semiannually).
 - c. By Tenant, to Landlord monthly in 1/12 increments of the annual cost.
 - d. By Landlord, in full when due.
 - e. Other: Both landlords hold active real estate licenses.

2. TENANT'S PROPERTY AND FIXTURES: Tenant assumes the risk of damage to any furniture, equipment, machinery, goods, supplies or fixtures which are or remain the property of Tenant or as to which Tenant retains the right of removal from the Leased Premises, except that Tenant's assumption of such risks shall not extend to any damage caused by the negligence of Landlord or anyone acting by, through, or under Landlord if such risk is not insurable (or is insured but within the deductible amount) under such comprehensive fire and casualty personal property insurance policy as Tenant may maintain with respect to such property.

3. TENANT'S PUBLIC LIABILITY INSURANCE: Tenant shall, at its own cost and expense, keep and maintain in full force during the Lease term, as policy or policies of comprehensive commercial general liability insurance on an occurrence basis, insuring Tenant's activities in or about the Leased Premises against loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Leased Premises during the Lease term, with \$1 _____ U.S. Dollars Million in combined single limit coverage. Landlord, its successors, assigns and any mortgagee shall be named as additional insureds under each policy maintained by Tenant. Tenant also shall maintain worker's compensation coverage to the extent required by law.

4. INDEMNIFICATION OF LANDLORD: Tenant shall indemnify, defend and hold Landlord harmless from and against any and all liability, penalties, losses, damages, costs and expenses, attorney fees, demands, causes of action, claims or judgments arising from or growing out of any injury to any person or persons or any damage to any property as a result of any accident or other occurrence during the Lease term, or otherwise resulting from Tenant's occupancy, use of or operations in the Leased Premises; provided, however, that Tenant shall not be required to indemnify Landlord for any damage or injury of any kind arising solely as the result of Landlord's negligence or willful act or that of its agents, officers, employees and contractors.

5. WAIVER OF SUBROGATION: Any policy of property insurance maintained by either party shall include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of injury or loss. Landlord and Tenant waive any rights of recovery against the other for damage or loss due to hazards covered by insurance containing such a waiver of subrogation clause or endorsement to the extent of the damage or loss covered thereby. Notwithstanding anything to the contrary contained in this provision or

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112 elsewhere in this Lease, neither party shall be deemed to have released or waived any claim against the other for
113 damages to property within the deductible amount of such party's insurance policy.

114 **6. LANDLORD'S NON-LIABILITY:** Except in the case of negligence of Landlord, Landlord shall not be liable for injury to
115 any person due to the condition of the Leased Premises or by reason of the occurrence of any accident in or about the
116 Leased Premises or due to any act or neglect of Tenant or any other person.

117 **7. INSURANCE CERTIFICATES:** Tenant shall furnish to Landlord upon written request a certificate of insurance as to all
118 insurance required to be maintained by Tenant. Each certificate shall expressly provide that such policies shall not be
119 cancelable or subject to reduction of coverage or otherwise be subject to modification except after thirty (30) days' prior
120 written notice to the parties named as insureds.

121 **K. UTILITIES AND SERVICES:** Each utility and service listed below is to be paid directly to the provider by the party as indicated:
122 (Check the applicable party)

Utility/Service	Tenant	Landlord
1. Electrical Service	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Heat and/or Gas Service	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Telephone Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. HVAC Maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Water Service	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Sewer Service	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Cleaning/Janitorial	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Trash Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Lawn/Landscaping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Snow Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Fire Sprinkler System	<input type="checkbox"/>	<input type="checkbox"/>
12. Alarm/Security System	<input type="checkbox"/>	<input type="checkbox"/>
13. Other (List and describe here or on an attachment)		
All light bulbs and any repairs under \$200	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

141 **NOTE: ANY ITEM NOT MARKED IS DEEMED UNAVAILABLE OR THE RESPONSIBILITY OF THE TENANT.**

142 **L. MAINTENANCE AND REPAIR:** During the Lease term, Tenant shall, at its own cost and expense, maintain in good condition
143 and repair the Leased Premises and every part thereof, except for obligations of Landlord provided for elsewhere in this Lease,
144 ordinary wear and tear, and casualty. Tenant shall not be required to make any roof, foundation or structural alterations, repairs
145 or replacements to the Leased Premises except as otherwise required by this Lease. Landlord shall allow Tenant the use and
146 benefit of each and every warranty to which Landlord is entitled with respect to any items repaired or replaced by Tenant.
147 Landlord shall be responsible for maintaining the roof, exterior walls (except doors, windows and glass), foundation and
148 structural integrity of the building, except for damage caused by the negligence or willful act of Tenant or its agents, officers,
149 employees, contractors, licensees or invitees which is not covered or required to be covered under the property insurance to be
150 maintained hereunder. Landlord shall be responsible for major component repairs and/or replacement of the heating, ventilation
151 and air conditioning equipment in the Leased Premises, provided that the need for such repair or replacement is not due to any
152 abuse, misuse, damage or negligence of Tenant or its agents, officers, employees, contractors, licensees, or invitees.

153 **M. ASSIGNMENT AND SUB-LEASE:** Tenant shall not assign this Lease in whole or in part or sublet the Leased Premises in whole
154 or in part without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Without in any way
155 limiting Landlord's right to refuse to give consent to any assignment or subletting, Landlord reserves the right to refuse to give
156 such consent, and such refusal shall be deemed reasonable, if in Landlord's sole opinion:

1. the use of the Leased Premises is or may be in any way adversely affected;
2. the business reputation of the proposed assignee or subtenant is deemed unacceptable; or
3. the financial worth or condition of the proposed assignee or subtenant is less than that of Tenant or is otherwise not acceptable.

157 Tenant agrees to reimburse Landlord for reasonable costs, expenses, accounting and attorney fees incurred in conjunction
158 with the processing and documentation of any such requested assignment or subletting. Regardless of any assignment or
159 subletting, Tenant shall remain primarily liable to perform all of the covenants and conditions contained in this Lease. The
160
161
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163 acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a
164 consent to the assignment of this Lease or the subletting of any part of the Leased Premises.

165 **N. DESTRUCTION OF LEASED PREMISES:** In the event of total or partial destruction of the Leased Premises by fire or other
166 casualty insured under the property insurance required hereunder, Landlord agrees, to the extent insurance proceeds are
167 sufficient, to promptly restore and repair the Leased Premises at Landlord's expense within one hundred eighty (180) days. In
168 the event that Landlord fails to complete restoration or repair within such time period or the Leased Premises are so destroyed
169 that they cannot be repaired or rebuilt within one hundred eighty (180) days after the date of the damage or destruction, then
170 either Landlord or Tenant may, upon thirty (30) days written notice to the other party, terminate this Lease. Any insurance
171 proceeds not utilized by Landlord in restoring or repairing the Leased Premises shall be and remain the sole property of
172 Landlord. Rent shall abate during the time that the Leased Premises or any part are unusable by reason of any damage, in
173 proportion to the percentage of the Leased Premises which are rendered unusable by the casualty.

174 **O. EMINENT DOMAIN:** If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain or deed in
175 lieu thereof in any manner that the Leased Premises shall become unusable for the conduct of Tenant's business, this Lease
176 may be terminated by Tenant by written notice to Landlord within fifteen (15) days after possession of the Leased Premises or
177 the applicable part is taken. Tenant shall have no claim against Landlord or any other person or governmental authority on
178 account of any such taking for the value of the unexpired Lease term. All damages awarded for taking of the Leased Premises
179 shall belong solely to Landlord, except that Tenant may recover its moving expenses and any other compensation to which it is
180 entitled under applicable law.

181 **P. DEFAULT AND REMEDY:** Each of the following shall be deemed and constitute a default by Tenant:

1. Failure to pay rent within five (5) days after the same is due;
2. Failure to pay any other amount when due and such failure continues for ten (10) days after written notice thereof to Tenant;
3. Failure to perform any act to be performed by Tenant or to comply with any condition or covenant and such failure continues for thirty (30) days after written notice to Tenant;
4. If Tenant shall abandon or vacate the Leased Premises prior to the end of the Lease term;
5. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, unless removed within sixty (60) days;
6. An assignment by Tenant for the benefit of creditors; or
7. Any action commenced by or against Tenant under any insolvency, bankruptcy, moratorium or reorganization law, unless dismissed within sixty (60) days.

192 In the event of any such default, Landlord may re-enter the Leased Premises, take possession of all or part, and remove all
193 property and persons and shall not be liable for any damages or for trespass. No re-entry shall be deemed a termination of this
194 Lease, an acceptance of the surrender of this Lease or a satisfaction of Tenant's obligations to pay rent or any other obligations
195 of Tenant. Tenant's obligation to pay rent and all other sums shall survive any such re-entry, repossession or any termination of
196 this Lease by default or otherwise. Without obligation to do so and without constituting a termination, acceptance or surrender,
197 Landlord may relet the Leased Premises, in whole or in part, for such term and for such sum as Landlord deems appropriate in
198 its sole discretion. Landlord shall be entitled to recover from Tenant all costs of enforcement of this Lease and expenses of
199 repossession and reletting of the Leased Premises, including but not limited to costs, attorney fees, expenses of removal and
200 storage of Tenant's property, care, maintenance and repair of the Leased Premises while vacant, repair or restoration of the
201 Leased Premises to the condition required upon expiration of this Lease and lease commissions payable in connection with any
202 such reletting. All amounts payable hereunder by Tenant or recoverable by Landlord hereunder shall bear interest from the date
203 thirty (30) days after due, or the date advanced or incurred by Landlord, as the case may be, at a rate equal to .8.5%
204 per month ("Default Rate").

205 **Q. ALTERATIONS:** Tenant shall not make or permit any installations or alterations of or upon any part of the Leased Premises or
206 any additions to the Leased Premises without first obtaining the written consent of Landlord. Alterations and additions to the
207 Leased Premises shall be made in accordance with all applicable laws. Tenant shall indemnify, defend and hold harmless
208 Landlord from all claims, costs, losses, expenses, and attorney fees in connection with any construction or installation. If
209 Landlord shall incur any additional expenses on account of such alterations, including but not limited to increased taxes or
210 insurance premiums, Tenant shall reimburse Landlord for the full amount of such additional costs. Tenant shall, prior to the
211 expiration of the Lease term, remove all of Tenant's trade fixtures and equipment, and if Landlord shall so require, any of the
212 alterations made by Tenant and any damage to the Leased Premises shall be promptly repaired.

213 **R. MECHANIC'S LIENS:** No person shall be entitled to any lien upon the Leased Premises or the real estate or improvements on
214 or in which the Leased Premises are located, in whole or in part, or any interest or estate in any such property, by reason of any
215 work, labor, services, material or equipment claimed to have been performed, furnished or leased to or for Tenant, or otherwise
216 on account of any act or failure to act on the part of Tenant. Tenant shall neither cause nor permit the filing of any such lien. If
217 any such lien claim or notice shall be filed, Tenant shall cause the same to be released or provide other satisfactory security to
218 Landlord with respect to the same within sixty (60) days; and if not so released or secured, Landlord, at its option may pay up to
219 the full amount of such lien claim to cause its release, and such amount, together with interest thereon from the date of payment
220 at the Default Rate, shall be deemed additional rent due and payable by Tenant immediately. Nothing in this Lease shall be
221 deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the
222 furnishing or leasing of any materials or equipment for the improvement, alteration or repairing of the Leased Premises; nor as

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223 giving Tenant the right or authority to contract for, authorize or permit the performance of any labor services or the furnishing
224 or leasing of any material or equipment that would permit the attaching of a valid mechanic's lien.

225 **S. INSPECTION AND SHOWING OF LEASED PREMISES:** Landlord or its agent shall be permitted to enter to inspect or examine
226 the Leased Premises at any reasonable time and Landlord shall have the right in the event of an emergency to make any
227 repairs to the Leased Premises which Landlord may deem desirable and necessary for its preservation; provided, however, that
228 any repairs made by Landlord shall be at Tenant's expense, except as provided herein. Landlord may, during the Lease term, at
229 reasonable times and during usual business hours, enter to show the Leased Premises to others and, except in the case of
230 renewal, may at any time within ninety (90) days next preceding the expiration of the Lease term affix to any suitable part of the
231 Leased Premises a notice for letting the Leased Premises.

232 **T. SURRENDER AND HOLDING OVER:** Upon the expiration or other termination of this Lease, Tenant shall surrender to Landlord
233 the Leased Premises, together with all other property affixed to the Leased Premises (with the exception of Tenant's removable
234 personal property, including trade fixtures), broom clean, and in the condition at the commencement of the Lease term, except
235 for obligations of Landlord provided for elsewhere in this Lease, ordinary wear and tear, and casualty. Any damage caused to
236 the Leased Premises by removal of any property shall be promptly repaired by Tenant to the satisfaction of Landlord. Tenant
237 shall remove all of its property as directed by Landlord and, failing to do so, shall pay all costs incurred by Landlord to remove all
238 such property and all other damages, costs and expenses of Landlord on account of such failure. Tenant's obligation to observe
239 or perform these covenants shall survive the expiration or other termination of this Lease. If Tenant shall retain possession of
240 the Leased Premises with the written consent of Landlord after the expiration of this Lease, and rent is accepted from Tenant,
241 the occupancy and payment shall be construed as an extension of this Lease for a period from month to month only from the
242 date of the expiration. If Tenant retains possession of the Leased Premises after the expiration of this Lease without the written
243 consent of Landlord, Tenant shall pay to Landlord double the amount of monthly rent specified in this Lease for the time Tenant
244 retains possession of the Leased Premises or any part after termination of this Lease.

245 **U. NON-WAIVER AND REMEDIES CUMULATIVE:** No waiver of any covenant or condition or the breach or default of any
246 covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach or default, or justify or
247 authorize a non-observance on any other occasion of such or any other covenant or condition. No failure by Landlord to
248 exercise any right or remedy at any time available to Landlord under this Lease shall constitute a waiver of such right or remedy
249 as to the same or any other breach or default by Tenant. The acceptance of rent by Landlord at any time when Tenant is in
250 breach or default of any covenant or condition shall not be construed as a waiver of any default. Landlord's rights and remedies
251 under this Lease are cumulative and neither the inclusion nor the exercise by Landlord of any such right or remedy shall
252 preclude or limit Landlord's exercise of any other right or legal or equitable remedy available under this Lease or under
253 applicable law.

254 **V. ENVIRONMENTAL DEFINITIONS AND COVENANTS:**

255 **1. Definitions:** For the purpose of this Lease, "Hazardous Material" shall mean and include any substance, chemical, waste or
256 material that is or becomes regulated by any federal, state or local governmental authority, including, without limitation, any
257 "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" as such terms are defined in the
258 Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and
259 Liability Act, and in any other law, ordinance, rule, regulation, or order promulgated by the federal or state government, or
260 any other governmental entity having jurisdiction over the Leased Premises or the building (collectively, "Environmental Laws").

261 **2. Covenants and Indemnity:** Tenant shall not use the Leased Premises for any activities involving, directly or indirectly, the
262 use, generation, treatment, storage or disposal of any hazardous or toxic chemical, and Tenant shall not cause or permit
263 any Hazardous Material to be brought upon, kept, stored, treated, released, disposed of or used in or about the Leased
264 Premises by Tenant, its agents, officers, employees, contractors, licensees or invitees. If Tenant shall breach any
265 obligations under this Lease regarding Hazardous Materials, or if Tenant or any of its agents, officers, employees,
266 contractors, licensees or invitees shall cause any release, discharge or disposal of any Hazardous Material in, on or from
267 the Leased Premises or the building (whether or not Landlord has given its consent to the presence of such Hazardous
268 Material):

- 269 a. Tenant shall promptly take all actions, at its sole expense, as are necessary to cure, clean up or otherwise remediate
270 the violation, provided that Landlord's approval of such actions shall first be obtained, which approval shall not be
271 unreasonably withheld if such actions are required or approved by governmental authorities having jurisdiction.
- 272 b. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, judgments, damages,
273 penalties, fines, costs, liabilities, or losses, including, without limitation, Landlord's costs to cure, clean up or otherwise
274 remediate the violation, release, discharge or disposal, and all court costs and reasonable attorney fees, site
275 assessment and investigation costs, consultant fees and expert fees incurred by Landlord in connection with any such
276 cure, cleanup or remediation or any actual or threatened civil suit, enforcement action or other legal proceedings
277 resulting from such violation, release, discharge or disposal.

278 The provisions of this Paragraph shall survive expiration or termination of this Lease.

279 **W. MISCELLANEOUS:**

280 1. So long as Tenant shall not be in default, Tenant shall, at all times during the Lease term, have the peaceable and quiet
281 enjoyment of possession of the Leased Premises without any manner of hindrance from Landlord or any persons lawfully
282 claiming under the Landlord, except as provided for herein.

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- 283 2. This Lease is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal
 284 representatives, successors, and assigns.
 285 3. This Lease shall be construed in accordance with the laws of the State of Indiana.
 286 4. Any party who is the prevailing party against any other party in any legal or equitable proceeding relating to this Lease
 287 shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.
 288 5. This Lease constitutes the entire agreement of the parties and cannot be changed except by their written consent.
 289 6. At Landlord's request, Tenant will execute an estoppel certificate addressed to any purchaser or mortgagee, or a
 290 subordination, non-disturbance and attornment agreement among Landlord, Tenant and such mortgagee, certifying as to
 291 facts (if true) and agreeing to notice provisions and other matters as the purchaser or mortgagee may reasonably require
 292 in connection with any sale or financing.
 293 7. Landlord and Tenant acknowledge that each has received agency office policy disclosures, had agency explained and
 294 now confirm their agency relationships. Landlord and Tenant further acknowledge that they understand and accept
 295 agency relationships involved in this transaction.
 296 8. Any notice required or permitted to be delivered shall be deemed received when personally delivered or when confirmed
 297 as received by facsimile, express courier or United States mail (postage prepaid, certified and return receipt requested)
 298 at the address set forth below the signature of each party. The addresses may be changed from time to time by either
 299 party by serving written notice.
 300 9. The parties agree that this Lease may be transmitted between them electronically or digitally. The parties intend that
 301 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original
 302 document shall be promptly executed and/or delivered, if requested. This Lease may be executed simultaneously or in
 303 two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and
 304 the same instrument.
 305 10. Each person executing this Lease on behalf of a party represents and warrants that he or she has been authorized by all
 306 necessary action to execute and deliver this Lease on behalf of such party.

308 TENANT'S SIGNATURE

309 LANDLORD'S SIGNATURE

310 PRINTED

311 J. Kyle Ness
312 PRINTED

313 (AREA CODE) TELEPHONE NUMBER/FAX NUMBER

314 (AREA CODE) TELEPHONE NUMBER/FAX NUMBER

315 TENANT'S ADDRESS

316 3344 Mallard Cove Ln
317 LANDLORD'S ADDRESS

318 CITY

319 STATE

320 ZIP

321 Fort Wayne IN 46804
CITY STATE ZIP



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