

## LEASE

This LEASE (the "Lease"), is made this 25 day of November, 2022 by and between **WB VENTURES, LLC** (the "Landlord"), and **REACH Columbus, Inc.** (the "Tenant").

### WITNESSETH:

1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, certain premises consisting of approximately 5,700 square feet which is located at 3528 Two Mile House Road, Columbus, IN 47201 (the "Premises").

2. **Term.**

(a) **Initial Term.** The initial seven year, four month term of this Lease (the "Initial Term") shall begin on December 1, 2022, (the "Commencement Date"); and shall expire on March 31, 2030.

(b) **Extension Term.** Provided Tenant does not default during Initial Term, Tenant shall have the right to extend the Initial Term for an additional five (5) years at the fair market rental rate at the time of renewal with customary annual rental increases. To exercise this option, Tenant shall give Landlord no less than ninety (90) days written notice prior to the expiration of the Initial Term.

(c) **Holdover Possession.** If Tenant holds over and remains in possession of the Premises after the date on which the Term expires or this Lease is terminated (the "Termination 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 when the Term expires, except for the length of the term of this Lease. At any time, either party may terminate such tenancy from month to month upon delivery of written notice at least thirty (30) days in advance. If Tenant holds over and remains in possession of the Premises after the Termination Date without the consent of Landlord, then Tenant shall: (i) pay to Landlord for each day that it holds over 110% of the Base Rent (as defined in Section 3) in effect on the Termination Date, computed on a daily basis; and (ii) indemnify and hold harmless Landlord from and against any and all claims, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising from, or in connection with, such possession.

(d) **Expansion of Premises.** Landlord owns the condominium adjacent to the Premises. To the extent the adjacent condominium becomes available during the Initial Term, Tenant shall have the first right to lease the same subject to the conditions of this paragraph. Tenant shall have thirty (30) days from receipt of notice of availability to enter into a Lease with Landlord for said adjacent condominium.

3. **Rent.**

(a) **Base Rent.** Tenant shall pay to Landlord monthly rent (the "Base Rent") for the Premises pursuant the schedule below:

April 1, 2023 – March 31, 2024	\$11.50/SF	\$5,462.50/month
April 1, 2024 – March 31, 2025	\$12.50/SF	\$5,937.50/month
April 1, 2025 – March 31, 2026	\$14.50/SF	\$6,887.50/month
April 1, 2026 – March 31, 2028	\$16.50/SF	\$7,837.50/month
April 1, 2028 – March 31, 2030	\$17.50/SF	\$8,312.50/month

The Base Rent, and Additional Rent, as defined below (collectively "Rent"), shall be payable in advance on or before the first day of each month. The first month's Rent shall be on or before April 1, 2023.

(b) **Additional Rent.** Tenant shall pay all CAM chargers and property taxes ("Additional Rent") associated with the Premises. This Additional Rent shall be monthly along with the Rent and will adjusted annually based on the actual CAM charges and property taxes billed to Landlord. The CAM charges and the property tax bills shall be forwarded to Tenant upon receipt of the same.

(c) **Late Charges.** Tenant shall pay all Rent and Additional Rent promptly, without: (i) prior demand; (ii) deductions or setoffs for any reason whatsoever; or (iii) relief from valuation and appraisal laws. Landlord may charge a late fee in the amount of 5% of the payment due with respect to any Rent that is overdue by ten (10) days or more. The balance of any unpaid Rent shall accrue interest of 12% per annum. Landlord shall have no obligation to accept less than the full amount of any installment of Rent, together with any: (i) interest thereon; and (ii) charges hereunder; that are due and owing by Tenant to Landlord; provided that, if Landlord accepts less than the full amount owing, then Landlord may apply the sums received toward any of Tenant's obligations, in Landlord's discretion.

(d) **Security Deposit.** Tenant shall pay to Landlord the sum Five Thousand Four Hundred Sixty-Two Dollars and Fifty Cents (\$5,462.50) upon execution of the Lease Agreement as a Security Deposit on said property. At the end of the Term, said Security Deposit will be used to offset any costs of repairs necessitated and/or any other monies due and owing to Landlord by reason of this Lease. Any remaining Security Deposit funds will be returned to the Tenant within sixty (60) days of the termination date of this Lease. Nothing hereunder will be interpreted as eliminating any obligations the Tenant might have hereunder, nor does Landlord waive its rights to pursue its remedies beyond said Security Deposit.

#### **4. Building Improvements.**

(a) **Tenant's Allowance.** Landlord shall contribute Twenty Thousand Dollars (\$20,000) towards Tenant's Work and provide Tenant with four months of rent free possession.

those utilities, improvements, services and/or fixtures, or to provide access to the tenant served by the same. Landlord will make a good faith effort to provide reasonable notice to Tenant and shall, in addition, attempt to coordinate access in such a manner so as to minimize impact on Tenant. Nevertheless, Tenant acknowledges that there may be situations where access is necessary for the preservation of the Center, the Premises, or the ongoing operations of a tenant of the Center which will impair or eliminate Landlord's ability to coordinate timing of access or to provide advance notice. Tenant agrees that he shall cooperate with the foregoing right of access and that he shall further make no claims that the same impair is quiet enjoyment of the Premise. Landlord shall ensure that the Premises are returned to the condition that existed prior to its access.

**7. Operating Covenants, Rules and Regulations.** At all times during the Term, Tenant shall operate Tenant's Business in the Premises, without interruption, during normal business hours; provided that such operation may be interrupted for such reasonable periods approved by Landlord, which approval shall not be withheld unreasonably as may be necessary to repair, restore, or remodel the Premises.

**8. Common Areas**

(a) Common Areas. Tenant shall have the right, in common with all other tenants in the Center and subject to the Rules, to use the areas in and around the Center designated by Landlord as common areas, including, but not limited to, hallways, stairs, sidewalks, driveways, parking areas, and green areas (the "Common Areas"). Landlord shall operate, maintain, and insure the Common Areas for their intended purposes in such a manner as Landlord shall determine to be necessary or appropriate, including, without limitation that Landlord at any time may close or change any part of the Common Areas as it determines to be necessary or appropriate.

(b) CAM Contribution. [See Additional Rent]

**9. HVAC Maintenance.** Tenant shall be responsible for annual maintenance and service of the heating and air conditioning units.

**10. Signs.** Tenant shall not affix or maintain upon the exterior of the Premises, any sign, advertising placard, name, insignia, trademark, or descriptive material, without the prior written approval of Landlord, which approval shall not be withheld unreasonably.

**11. Property Taxes.** Tenant shall pay all real estate and personal property taxes payable during the term of this Lease. [See Additional Rent]

**12. Alterations.**

(a) Tenant. Tenant, at its cost and expense, may install in the Premises such trade fixtures and other personal property as Tenant determines to be necessary or appropriate to conduct its business. At the beginning of the Initial Term, Tenant may make the alterations described in Exhibit A and herein defined as Tenant's work. Tenant's Work, and any other alterations made thereafter, including the contractors who perform the same, must be specifically approved in writing by

Landlord in advance, which approval shall not be unreasonably withheld. Tenant shall surrender the part of the Premises altered or improved in as good a condition, normal wear and tear allowed, as on the date that Tenant accepts the Premises. Tenant shall not make any: (i) alterations, improvements, or additions of or to the exterior of the Premises; or (ii) structural alterations, improvements, or additions of or to any part of the Premises. All improvements, alterations, or additions to the Premises, exclusive of trade fixtures, lighting supplied by Tenant and signage, shall become the sole property of Landlord on the Termination Date. Tenant shall be responsible, at its sole expense, for capping electrical and/or plumbing lines run to fixtures and for repair of all drywall damage resulting from removal of Tenant's interior fixtures to a stage where said drywall is primed and ready to paint.

(b) Permits. Before making any improvements, alterations, or additions, Tenant shall: (i) obtain all permits and approvals necessary for the completion of the improvements, alterations, or additions; (ii) deliver to Landlord, upon request, duplicates of all such permits and approvals; and (iii) deliver to Landlord evidence reasonably satisfactory to Landlord that Tenant has procured workers' compensation, general liability, and personal and property damage insurance as Landlord reasonably may require. Tenant shall: (i) complete the construction of any improvements, alterations, or additions in a good and workmanlike manner, and in compliance with all applicable Laws; and (ii) assure that all contractors, subcontractors, laborers, and suppliers performing work or supplying materials for any improvements, alterations, or additions are paid in full.

(c) Liens. Tenant shall not suffer or cause the filing of any mechanic's lien against the Premises. If any mechanic's lien is filed against the Premises or any part thereof for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, then Tenant shall: (i) cause such mechanic's lien to be discharged of record within thirty (30) days after notice of the filing by bonding or as provided or required by law; or (ii) provide evidence that the lien is being contested by proceedings adequate to prevent foreclosure of the lien, together with satisfactory indemnity (in an amount equal to at least 150% of the claimed lien) to Landlord within thirty (30) days after notice of the filing thereof. Tenant shall indemnify and hold harmless Landlord from and against any and all claims, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by Landlord as a result of, or in connection with, any such mechanic's lien. All liens suffered or caused by Tenant shall attach to Tenant's interest only. Nothing in this Lease shall be deemed or construed to constitute consent to, or request of, any party for the performance of any work for, or the furnishing of any materials to, Tenant, nor as giving 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.

**13. Utilities.** Gas, electric, water, and sewer utilities will put in Tenant's name and tenant shall be responsible for said utilities beginning on December 1, 2022.

**14. Insurance**

(a) Casualty Insurance. Tenant, at its cost and expense, shall maintain during the Term fire and extended coverage insurance on: (i) the improvements to the Premises made by Tenant; and

(ii) any fixtures, equipment, inventory, and other personal property located in, on, or about the Premises in which Tenant has an insurable interest; in all cases for the full replacement value of such improvements, fixtures, equipment, inventory, and other personal property. All of Tenant's trade fixtures, equipment, inventory, and other personal property (including, without limitation, property that Tenant stores for third parties), shall be kept in or upon the Premises at Tenant's sole risk and expense. Landlord shall maintain during the Term fire and extended coverage insurance on the Premises, for such amount as Landlord determines to be necessary or appropriate.

(b) Statement. [Intentionally Omitted]

(c) Public Liability Insurance. Tenant, at its cost and expense, shall maintain during the Term 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 Leased Premises in the amounts of not less than: (i) \$3 million for injury to, or death of, more than one person in the same accident or occurrence; (ii) \$1 million for injury to, or death of, any one person; (iii) \$1 million for property damage or loss arising out of any one accident or occurrence; and, (iv) \$5,000.00 of premises medical insurance. The public liability insurance policy maintained by Tenant pursuant to this Subsection must be issued by an insurance company reasonably acceptable to Landlord and must name Landlord as an additional insured. Landlord shall maintain during the Term 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 amounts that Landlord determines to be necessary or appropriate.

(d) Worker's Compensation. Tenant shall: (i) comply with the provisions of the applicable worker's compensation laws; and (ii) insure its liability thereunder.

(e) Copies. Tenant shall deposit with Landlord the policy certificate required to be maintained by Tenant pursuant to this Section, or proper certificates of such insurance, duly executed by the insurance company or the general agency writing such policies and effective not later than the first day of the Initial Term. Tenant shall deposit appropriate renewal or replacement policies or certificates with Landlord not less than ten (10) days prior to the expiration of any such policy or policies.

(f) Indemnity. Each party shall indemnify and hold harmless the other from and against all claims, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) associated with Tenant's use of the Premises that arise from the indemnifying party's negligence.

**15. Casualty Damage.** In the event of damage to, or total or partial destruction of, the Premises by fire or other casualty (the "Casualty Damage"), the insurance proceeds, if any, that, as a result of the Casualty Damage, are payable under any fire or casualty insurance maintained by Landlord shall be payable to Landlord, and, subject to the terms and conditions of this Lease, Landlord shall cause the prompt and diligent repair and replacement of the Premises as soon as reasonably possible so that it is in substantially the same condition as existed prior to the Casualty Damage; provided that Landlord shall not be obligated to repair or replace any alterations,

improvements, or additions of or to the Premises made by Tenant. Notwithstanding anything to the contrary set forth herein, if Casualty Damage occurs during the last two (2) years of the Term, then Landlord, at its option, may terminate this Lease upon written notice to Tenant at least sixty (60) days in advance, and all obligations hereunder, except those due or mature, shall cease and terminate. 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.

**16. Eminent Domain** If: (a) all or a substantial part of the Premises is taken or condemned for public or quasi-public use under any statute or by the right of eminent domain (the "Condemnation"); or (b) all or a substantial part of the Premises is conveyed to a public or quasi-public body under threat of condemnation (the "Conveyance"); and the Condemnation or Conveyance renders the Premises unsuitable for use for Tenant's Business, then, at the option of either Landlord or Tenant exercised within thirty 30 days after the Condemnation or Conveyance occurs: (a) this Lease shall terminate as of the date possession of all or such part of the Premises is taken by, or conveyed to, the condemning authority; (b) all Rent shall be apportioned as of the date that possession of all or such part of the Premises is taken by, or conveyed to, the condemning authority; and (c) all obligations hereunder, except those due or mature, shall cease and terminate. All compensation awarded or paid for the Condemnation or Conveyance 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 expenses of relocation and removing trade fixtures. Landlord has an obligation to assist Tenant, at Tenant's sole expense, in recovering reasonable costs associated with this action, as allowed by law. If neither Landlord nor Tenant elects to terminate this Lease pursuant to this Section, then Landlord shall be responsible for the performance of all work necessary to make the Premises usable by Tenant. If neither Landlord nor Tenant elects to terminate this Lease pursuant to this Section, or if any Condemnation is temporary in nature, then Rent shall be abated proportionately (based upon the proportion that the that area Premises taken by, or conveyed to, the condemning authority bears to the total space in the Premises) for each day that the Premises or any part thereof is unusable by reason of the Condemnation or Conveyance.

**17. Defaults and Remedies.**

(a) Events of Default - Tenant. Each of the following shall be deemed to be a default by Tenant:

- (i) Tenant's failure to pay any amount of Rent or Additional Rent, when due;
- (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 insurance, and the continuance of such failure for fifteen (15) 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 thirty (30) days after Landlord delivers written notice to Tenant of such failure;

(iv) The sale of Tenant's leasehold interest hereunder pursuant to execution;

(v) The adjudication of Tenant as a bankrupt or insolvent;

(vi) The making by Tenant of a general assignment for the benefit of creditors;

(vii) The appointment of a receiver for Tenant's property, if such appointment is not vacated or set aside within thirty (30) days from the date of such appointment;

(viii) The appointment of a trustee or receiver for Tenant's property in a reorganization, arrangement, bankruptcy, or other insolvency proceeding, if such appointment is not vacated or set aside within thirty (30) days from the date of such appointment;

(ix) Tenant's filing of a voluntary petition in bankruptcy or for reorganization or arrangement, or the filing of an involuntary petition in bankruptcy or for reorganization or arrangement against Tenant, if such involuntary petition is not vacated within thirty (30) days after the filing thereof; or

(x) Tenant's filing of an answer admitting bankruptcy or insolvency or agreeing to reorganization or arrangement.

(b) Events of Default - Landlord. Landlord's failure to observe or perform any term or condition of this Lease to be observed or performed by Landlord, and Landlord's failure to correct or begin the process of correcting such failure for thirty (30) days after Tenant delivers written notice to Landlord of such failure shall be deemed to be a default by Landlord.

(c) Remedies. In the event of any default by either Party, the other Party, in addition to any other rights or remedies available to it at law or in equity, and without further notice or demand, may exercise the following rights and remedies:

(i) terminate this Lease;

(ii) exercise rights under Section 25;

(iii) enjoin the failure or specifically enforce the performance of such obligation;

(iv) if either party has failed to perform any of its obligations under this Lease, other than the obligation to pay Rent, perform the obligation that one party has failed to perform (entering upon the Premises for such purpose, if necessary); provided that the performance of such obligation shall not be construed either as a

waiver of the default or of any other right or remedy with respect to such default or as a waiver of any term or condition of this Lease; or

(v) In the event of Tenant default, Landlord may re-enter, and take possession of, the Premises as permitted by the Laws, remove all persons and property therefrom, and store such property in a public warehouse or elsewhere at the sole cost and expense, and for the account, of Tenant, all in compliance with the Laws;

(d) Re-Letting. During the Term of this Lease, Landlord shall have the right to place signs on the Premises in support of efforts to lease the Premises. During the Term, Landlord may, on reasonable notice, show the Premises to prospective Tenants, including during normal working hours as well as evenings and weekends.

Should Tenant default on its obligations and if Landlord re-enters, and/or takes possession of, the Premises as provided in Subsection 17(c)(v), then Landlord either may terminate this Lease, or, from time to time without terminating this Lease: (i) make alterations and repairs for the purpose of re-letting the Premises; and (ii) 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 advisable. Upon each re-letting, all rentals received from such re-letting shall be applied in the following order: (i) to payment of costs and expenses incurred by Landlord in connection with such re-entry and/or taking of possession and making such alterations and repairs; (ii) to the payment of Rent and any other amounts owed by Tenant to Landlord; and (iii) 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 any such 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 as an election to terminate this Lease, or as an acceptance of a surrender of the Premises, unless a written notice of termination or acceptance of surrender is delivered by Landlord to Tenant. Notwithstanding any re-letting without termination, Landlord, at any time thereafter, may elect to terminate this Lease for Tenant's previous default.

(e) Damages. If Landlord at any time terminates this Lease for any default by Tenant, then, in addition to any other rights and remedies that Landlord may have, Landlord may recover from Tenant all damages that Landlord incurs by reason of such default (including, without limitation: (i) reasonable costs and expenses in connection with a re-entry or taking of possession; (ii) reasonable costs and expenses in connection with making repairs for the purpose of re-letting; (iii) reasonable attorneys' fees; and (iv) the value at the time of such termination of the excess of the amount of Rent for the remainder of the Term over the rental value of the Premises for the remainder of the Term). All such amounts immediately shall be due and payable from Tenant to Landlord.

(f) Indemnification. Upon any default by Tenant hereunder, Tenant shall indemnify and hold harmless Landlord from and against any and all claims, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by



Landlord and arising from, or in connection with, a default by Tenant under this Lease or the exercise by Landlord of its rights and remedies with respect to such default. Upon any default by Landlord, Landlord shall indemnify and hold harmless Tenant from and against any and all claims, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by Tenant and arising from, or in connection with, a default by Landlord under this Lease or the exercise by Tenant of its rights and remedies with respect to such default.

**18. Surrender.** On the Termination 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 Condemnation; provided that: (a) Tenant shall remove all exterior signs installed by Tenant and any or all of its property that Landlord directs Tenant to remove; and (b) upon Tenant's failure to observe and perform the terms and conditions of this Section, Landlord may cause such signs and any or all items of such property to be removed at Tenant's cost and expense. Notwithstanding anything to the contrary set forth herein, Tenant shall not be required to surrender any of Tenant's trade fixtures or personal property, regardless of whether affixed to the Premises. Tenant shall: (a) pay all costs and expenses of removing exterior signs and its property; and (b) repair any damage to the Premises caused by such removal. Tenant's obligation to observe and perform the terms and conditions of this Section shall survive the expiration of the Term or the earlier termination of this Lease.

**19. Subordination.** This Lease is and shall be subordinate to: (a) the lien of any mortgage or any other method of financing or refinancing now or hereafter encumbering the Premises (the "Mortgage Lien"); and (b) all advances made, or hereafter to be made, upon the security thereof. No other act or agreement executed by Tenant shall be necessary to effect such subordination unless required by Landlord's mortgagee, in which case Tenant shall fully cooperate and comply. 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 ten (10) days after receiving a written request from Landlord accompanied by execution copies, Tenant shall execute and deliver an estoppel certificate in the form requested by Landlord or any purchaser, mortgagee, or lien holder.

**20. Quiet Enjoyment.** Landlord warrants that: (a) it owns the Premises in fee simple; 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.

**21. Environmental.** If Landlord, or its employees, agents, or contractors, at any time causes Hazardous Substances to be present on the Premises in concentrations or amounts that violate any Law, then Landlord shall indemnify and hold harmless Tenant from and against any and all claims, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising from, or in connection with, the presence of such Hazardous

Substances. The claims, judgments, liabilities, losses, costs, and expenses from and against which Landlord has agreed to indemnify and hold harmless Tenant under this Section shall include costs incurred by Tenant arising from, or in connection with, the failure by Landlord to remove or "clean up", as required by any Law, any Hazardous Substance from and against which Landlord has agreed to indemnify and hold harmless Tenant under this Section.

**22. Notices.** Any notice, statement, invoice, demand, request, or consent required or permitted to be given or delivered shall be in writing, and shall be deemed to have been duly given or delivered if delivery is made in person or by: (a) electronic facsimile transmission with electronic confirmation of receipt; or (b) a national overnight courier service; addressed to the other party as follows: to Landlord WB Ventures, LLC, 432 Washington Street, Columbus, Indiana 47201; and to Tenant at 3528 Two Mile House Road, Columbus Indiana 47201. Either party may change its address for notice from time to time by delivering notice to the other party as provided above.

**23. Assignment.** Tenant shall not: (a) assign this Lease or any interest herein; (b) sublet all or any part of the Premises; or (c) permit any other party, (including, without limitation, concessionaires or licensees) to operate in, on, at, or from, or to occupy, all or any part of the Premises; in any case without the prior written consent of Landlord. The consent of Landlord to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting. Notwithstanding any assignment or subletting, Tenant shall remain fully liable to perform all of the terms and conditions of this Lease, and consent by Landlord to any assignment or subletting shall not release Tenant from such performance. 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.

**24. Promotional Fund.** [Intentionally Omitted]

**25. Miscellaneous.**

(a) Memorandum. This Lease shall not be recorded. Either party may record a Memorandum of Lease.

(b) Remedies Cumulative. The rights and remedies of Landlord and Tenant hereunder shall be cumulative, and no one of them shall be deemed or construed as exclusive of any other right or remedy hereunder, at law, or in equity. The exercise of any one such right or remedy by Landlord or Tenant shall not impair its standing to exercise any other such right or remedy.

(c) Prior Agreements. All prior representations, undertakings, 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, and any and all prior representations, undertakings, and agreements by and between Landlord and Tenant with respect thereto hereby are canceled. This Lease shall not be amended, modified, or supplemented, except by a written agreement executed by both Landlord and Tenant.

(d) Relationship. Nothing contained herein shall be deemed or construed by Landlord and Tenant, or by any third party, as creating between Landlord and Tenant any relationship other than the relationship of landlord and tenant.

(e) Severability. The invalidity or unenforceability of any particular term or condition of this Lease shall not affect the 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.

(f) Successors and Assigns. Subject to the terms and conditions of Section 23, 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, except as otherwise expressly provided herein. All indemnities set forth herein shall survive the expiration of the Term or the earlier termination of this Lease.

(g) Waiver. No waiver of any term or condition, or of the breach of any term or condition, of this Lease shall be deemed either to constitute a waiver of any subsequent breach of such term or condition, or to justify or authorize a non-observance upon any occasion of such term or condition, or any other term or condition, and the acceptance of Rent by Landlord at any time when Tenant is in default of any term or condition shall not be construed as a waiver of such default or of any right or remedy of Landlord on account of such default.

(h) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the Rent first due hereunder. No endorsement or statement on any check or letter accompanying any check or payment of Rent shall be deemed to be an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to the right of Landlord to recover the balance of such Rent or to pursue any other right or remedy.

(i) Counterparts. This Lease may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute but one and the same instrument.

(j) 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.

(k) Governing law and Venue. This Lease shall be governed by the laws of the State of Indiana and Bartholomew County, IN shall be the venue for any legal proceeding regarding this Lease.

(l) Exculpation. In the event of any breach or default by Landlord in any term or condition of this Lease, excluding any breach or default caused by the gross negligence or willful misconduct of Landlord, Tenant shall look solely to the equity interest then owned and/or leased by Landlord in the Premises; provided that in no event shall any deficiency judgment be sought or obtained against any individual person or entity comprising Landlord.


(m) Force Majeure. Notwithstanding anything to the contrary set forth herein, if Landlord or Tenant is delayed in, or prevented from: (i) completing Landlord's Work or Tenant's Work, respectively, before the applicable dates set forth in Section 4; or (ii) otherwise observing or performing any of its obligations hereunder (other than the payment of any amount of money due hereunder) or satisfying any term or condition hereunder; in either case as the result of an act or omission of the other party or any other cause that is not within the control of the delayed or prevented 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 such completion, correction, observation, performance, or satisfaction shall be excused for the period of days that such completion, correction, observation, performance, or satisfaction is delayed or prevented, and the dates set forth in Section 4, and other deadlines for completion, correction, observation, performance, and satisfaction, as applicable, shall be extended for the same period.

(n) Construction. 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. All references in this Lease to periods of days shall be construed to refer to calendar, not business, days, unless business days are specified.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Lease on the day and year first written above.


LANDLORD:

WB VENTURES, LLC

  
\_\_\_\_\_  
Jeffrey L. Beck, Co-Manager

TENANT:

REACH Columbus, Inc.

  
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Jennifer Fields, Authorized Representative