

St. Joseph County Airport Authority Property Lease agreement

LEASE

By and Between

THE St. Joseph County Airport Authority

and

Tenant Legal Name

Date: [Click here to enter a date.](#)

DRAFT

LEASE

THIS LEASE ("Lease") is made by and between the St. Joseph County Airport Authority. (the "Landlord") and _____ (the "Tenant") as of the date of last execution hereof by Landlord or Tenant (the "Effective Date").

WITNESSETH:

SECTION I.

BASIC LEASE PROVISIONS

1. Basic Lease Provisions. The following basic provisions of this Lease (the "Basic Lease Provisions") constitute an integral part of this Lease and are set forth in this Section for the convenience of the parties. Each reference in this Lease to a Basic Lease Provision shall be construed to incorporate all of the terms provided for under such provisions.
2. Leased Premises: Lease Address, 4323 W. Progress Drive, South Bend, Indiana 46628 as further defined in Exhibits thereof, consisting of approximately 22,827 square feet of building space, 13,000 square feet of exclusive parking space and 5,000 square feet of ramp space.
3. Term: Initial Term of Five (5) Lease Years, as provided for in Sections and hereof with one (1), Five (5) year renewal option.
4. Tenant's Use: The premises shall be used solely as a facility for the operation of a: **describe the tenants type of operations/business**
5. Tenant's Trade Name: **Legal name**
6. Landlord's Address: St. Joseph County Airport Authority
Attn: Properties Manager
4477 Progress Drive
South Bend, Indiana 466016
7. Tenant's Address: [Click here to enter text.](#)
8. Lease Year: A "Lease Year" shall mean each period of twelve (12) consecutive full months, beginning on the Commencement Date as defined in Section (such: that if the Commencement Date is not the first day of a calendar month, then the first Lease Year shall begin on the first day of the first calendar month following the Commencement Date, and any partial month in which the Commencement Date occurs will be included within the first Lease Year).
9. Security Deposit: An amount equal to the first month's Modified Gross Rent as security deposit shall be due upon signing of lease.
10. The Building: Address, commonly referred to as 4323 W. Progress Drive, South Bend, Indiana, as more particularly depicted and described in **Exhibit A**, each attached hereto and made a part hereof.
11. Effective Date: The date is the execution hereof by Landlord or Tenant.

12. Base Rent.

12.1. Years 1-5

		3% Annual Escalator						
	Square Footage	Rate per		Rent Yr 1	Rent Yr 2	Rent Yr 3	Rent Yr 4	Rent Yr 5
		Sq Ft						
Hangar	22,827	\$	6.00	\$ 136,962.00	\$ 141,070.86	\$ 145,302.99	\$ 149,662.08	\$ 154,151.94
Parking	13,000	\$	0.231	\$ 3,003.00	\$ 3,093.09	\$ 3,185.88	\$ 3,281.46	\$ 3,379.90
Ramp Space (Min)	5,000	\$	0.252	\$ 1,260.00	\$ 1,297.80	\$ 1,336.73	\$ 1,376.84	\$ 1,418.14
Improvement Credit	(if any)							
Annual Rent				\$ 141,225.00	\$ 145,461.75	\$ 149,825.60	\$ 154,320.37	\$ 158,949.98
Monthly Rent				\$ 11,768.75	\$ 12,121.81	\$ 12,485.47	\$ 12,860.03	\$ 13,245.83

12.2. Years 6 – 10

		Option to renew				
	Square Footage	Rent Yr 6	Rent Yr 7	Rent Yr 8	Rent Yr 9	Rent Yr 10
Hangar	22,827	\$ 158,776.50	\$ 163,539.79	\$ 168,445.98	\$ 173,499.36	\$ 178,704.34
Parking	13,000	\$ 3,481.30	\$ 3,585.74	\$ 3,693.31	\$ 3,804.11	\$ 3,918.23
Ramp Space (Min)	5,000	\$ 1,460.69	\$ 1,504.51	\$ 1,549.64	\$ 1,596.13	\$ 1,644.01
Annual Rent		\$ 163,718.48	\$ 168,630.04	\$ 173,688.94	\$ 178,899.60	\$ 184,266.59
Monthly Rent		\$ 13,643.21	\$ 14,052.50	\$ 14,474.08	\$ 14,908.30	\$ 15,355.55

SECTION II.

PREMISES.

1. Premises. Landlord is the owner of the Building. Landlord, in consideration of the Rent, as hereinafter defined, to be paid and the covenants to be performed by Tenant, hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain premises located in the Building and depicted on Exhibit A (the "Premises"), subject to the terms and conditions of this Lease. Tenant's interest in the Premises is and shall be subject to all easements, restrictions, liens, encumbrances, rights-of-way, or other matters now or hereafter of record affecting the Premises or the Building.
2. Quiet Enjoyment. Landlord warrants that it is the owner in fee simple of the Building, and that it has full right and authority to enter into this Lease, subject to all easements, restrictions, liens, encumbrances, rights-of-way and other matters 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, subject to the terms and conditions of this Lease, Tenant shall have the peaceful and quiet enjoyment of possession of the Premises, without any manner of hindrance from parties claiming under, by, or through Landlord.

SECTION III.

TERM.

1. Initial Term. The "Commencement Date" shall be the Effective Date of this lease or the identified start date listed in basic terms. The Initial Term shall end on that date which is Five (5) Lease Years

after the Commencement Date, unless earlier terminated in accordance with the provisions of this Lease (the "Termination Date").

2. Extension Options. Provided that no Event of Default, as hereinafter defined, or any facts which with the giving of notice or passage of time, or both, would constitute an Event of Default, exists at the time of the exercise of any option to extend the Term hereof or exists at the end of the Initial Term, Tenant or Permitted Transferee may renew this Lease and extend the Initial Term hereof for one) additional period of five (5) years each ("Extended Term"), on the same terms and provisions as provided in this Lease, except that the Rent due in each Extended Term shall be the amount set forth in Section 1.13, with delivery of written notice of the exercise of such option not later than ninety (90) days before the expiration of the Initial Term or Extended.
3. Term of this Lease. If Tenant fails to exercise its option to extend the Term hereof in the time periods set forth in this Section 3.2, all such options to extend shall immediately terminate and have no further force or effect, without further notice from Landlord. Any reference in this Lease to the "Term" shall mean the Initial Term and as it may be extended pursuant to this Section 3.2.
4. Holding Over. If Tenant fails to surrender the Premises upon the expiration of the Term or earlier termination of the Lease (it being agreed that Tenant shall not be permitted to hold over without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to one hundred and fifty percent (150%) of the Rent payable during the preceding Lease Year prorated for the number of days for such holding over (calculated by next year lease, multiplied by 1% compounding escalation, divided by 365 days, multiplied by 150% for each day), plus Tenant's Pro Rata Share of all other amounts which Tenant would have been required to pay hereunder had this Lease been in effect (the "Holdover Rent"). If Tenant holds over without Landlord's written consent for a period in excess of thirty (30) days without any action from Landlord to dispossess Tenant, Tenant shall be deemed to occupy the Premises on a tenancy from month-to-month at the Holdover Rent, and all other terms and provisions of this Lease shall be applicable to such period. At any time, either party may terminate such tenancy from month-to-month upon written notice delivered to the other party at least thirty (30) days in advance. Tenant hereby waives any and all notice to which Tenant may otherwise be entitled under the laws of the State of Indiana (the "State") as a prerequisite to a suit against Tenant for unlawful detention or possession of the Premises. Tenant shall Indemnify, as hereinafter defined, Landlord from any Loss, as hereinafter defined, resulting from such hold over, including without limitation any liability incurred by Landlord to any succeeding tenant of the Premises.

SECTION IV.

CONSTRUCTION

1. Landlord's Work. Landlord shall perform the work described in Exhibit C, attached hereto and made a part hereof (the "Landlord's Work") substantially in accordance with the plans and specifications for Landlord's Work, as such plans and specifications may be modified by Landlord as appropriate to complete Landlord's Work (the "Plans").
2. Tenant's Work. Landlord shall deliver the Premises "as-is". All work required for Tenant to open and operate in the Premises under the Tenant's Use as outlined in this lease shall be at Tenant's sole cost and expense, unless stated otherwise.
3. Plans.

- 3.1. Within sixty (60) days after the Effective Date, Tenant shall submit to Landlord two (2) copies of the complete plans and specifications (the "Tenant's Plans") for the work Tenant deems necessary to prepare the Premises for occupancy by the Tenant (the "Tenant's Work"). Within fifteen (15) days after Landlord's receipt of Tenant's Plans, Landlord shall notify Tenant of any failures of the Tenant's Plans to meet with Landlord's approval. Tenant shall, within ten (10) days after receipt of any such notice, cause the Tenant's Plans to be revised to the extent necessary to obtain Landlord's approval and to be resubmitted for Landlord's approval. When Landlord has approved the original or revised Tenant's Plans, Landlord shall initial and return one (1) set of approved Tenant's Plans (the "Approved Plans") to Tenant. Tenant shall not commence Tenant's Work until Landlord has approved Tenant's Plans, which approval shall not be unreasonably withheld.
- 3.2. Landlord's review and approval of Tenant's Plans shall not be deemed to be an assumption of responsibility by Landlord for the accuracy, sufficiency or propriety of Tenant's Plans, pursuant to applicable laws, rules, ordinances or regulations. If the Approved Plans are changed as a result of conditions placed on Tenant as a prerequisite to obtaining a permit, Tenant shall submit such changes to Landlord for approval, and Tenant shall not proceed further with the affected portions of Tenant's Work until Landlord has approved the changes. Such changes as are approved by Landlord shall become part of the Approved Plans.
- 3.3. Permits. Before making any alterations, improvements, or additions, Tenant shall: (i) obtain all permits, licenses, and approvals necessary for the completion of the improvements, alterations, or additions; and (ii) deliver to Landlord: (A) copies of such permits, licenses, and approvals; and (B) evidence reasonably satisfactory to Landlord that Tenant has procured workers' compensation, builder's risk, general liability, and personal and property damage insurance as Landlord reasonably may require. For Airport Authority Permits please refer to <http://flights.com/sbn/business/>, Building Permit Application section. Tenant shall at Tenant's cost and expense: (1) complete the construction of any alterations, improvements or additions in a good and workmanlike manner and in compliance with all Laws and all permits, licenses and approvals; and (2) assure that all contractors, subcontractors, laborers, and suppliers performing work or supplying materials are paid in full.
- 3.4. Liens. Tenant shall not suffer or cause the filing of any mechanic's or other lien against the Premises or the Building. Tenant shall further not enter into any contract or agreement that provides explicitly or implicitly that a lien may be attached against the Premises, the Building or any improvements of any mechanic's or other lien is filed against the Premises, the Building, or any part thereof for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, other than for the performance of Landlord's Work, then Tenant shall: (i) cause such lien to be discharged of record within twenty (20) days after notice of the filing by bonding or as provided or required by law; or (ii) provide evidence satisfactory to Landlord that the lien is being contested by proceedings adequate to prevent foreclosure of the lien, together with indemnity satisfactory to Landlord (in an amount equal to at least one hundred fifty percent (150%) of the claimed lien) to Landlord within thirty (30) days after notice of the filing thereof. All liens suffered or caused by Tenant shall attach to Tenant's interest only. Nothing in this Lease shall be deemed or construed to: (1) constitute consent to, or request of, any party for the performance of any work for, or the furnishing of any materials to, Tenant; or (2) 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 the Premises or the Building or Landlord's interest therein.

SECTION V.

RENT.

1. Rent: Commencing on [Click here to enter a date.](#), Tenant shall pay to Landlord, in lawful United States currency without notice, demand, deduction, set-off, counterclaim or recoupment, and without relief from valuation or appraisal laws, the Rent, as set forth in Section 1.13, including Base Rent plus the Additional Rent charges (collectively, the "Rent"), together with any sales, use, or other taxes assessed thereon for the use and occupancy of the Premises. Rent shall be paid in monthly installments commencing as provided herein and thereafter during the entire Term or Extended Term on or before the first (1) day of each calendar month, in advance. Tenant's obligations under this Section 5.1 shall survive the Termination Date.
2. Late Charge. Any amount of Rent that is overdue shall bear interest at the lesser of: (a) the maximum rate payable by Tenant under State law; or (b) the rate of eighteen percent (18%) per annum from the date when such amount is due and payable under this Lease until the date paid. If any amount of Rent is paid more than five (5) days after written notice of its due date, then Landlord shall be entitled to a late payment fee of One Hundred Dollars (\$100.00) in addition to the interest charge set forth in this Section 5.2.
3. Real Estate Tax Expenses. Tenant shall pay in addition to Rent. All taxes assessed against the property. The Authority will not pay any pro rata share of any type of tax assessed. The obligations of Tenant hereunder with respect to the payment of Real Estate Taxes levied during the final year of the Term shall survive the Termination Date.
4. Utilities. Tenant shall: (a) transfer all utility services to tenant name; (b) promptly pay all charges for sewer, water, gas, electricity, telephone, and other utility services used in, on, at, or from, the Premises.

SECTION VI.

ALTERATIONS AND MAINTENANCE OF AND REPAIRS TO THE PREMISES

1. Tenant Repairs. Except for repairs to be performed by Landlord pursuant to Section 4, Tenant shall: (a) keep the Premises clean, neat, and safe, and in good order, repair and condition, including, without limitation, that Tenant shall make all maintenance, repairs, alterations, additions, or replacements to the Premises as may be required by any Law, or by fire underwriters or underwriters' fire prevention engineers; (b) keep all glass in windows, doors, fixtures, skylights, 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; and (c) paint and decorate the Premises as necessary or appropriate to comply with the terms and conditions of this lease.
2. Tenant Alterations. Tenant, at its sole cost and expense, may install in the Premises such improvements and equipment as Tenant reasonably determines to be necessary or appropriate to conduct its business. Tenant, at its cost and expense, also may make non-structural alterations or improvements to the interior of the Premises if: (i) the cumulative cost of making such alterations or improvements is less than Ten Thousand Dollars (\$10,000.00); (ii) Tenant delivers to Landlord written notice describing the proposed alteration or improvement with particularity, and provides to Landlord copies of any plans and specifications for the alteration or improvement; and (iii) on the

Termination Date, Tenant surrenders the part of the Premises altered or improved in as good a condition as on the date that Tenant opened the Premises for business. Tenant shall not, without the prior written consent of Landlord, which shall not be withheld unreasonably, make any: (1) alterations, improvements, or additions of or to the exterior of the Premises; or (2) except as described above, structural or other alterations, improvements, or additions of or to any part of the Premises. All alterations, improvements, or additions to the Premises, exclusive of moveable equipment, shall become the sole property of Landlord on the Termination Date.

3. Permits. Before making any alterations, improvements, or additions, Tenant shall: (i) obtain all permits, licenses, and approvals necessary for the completion of the improvements, alterations, or additions; and (ii) deliver to Landlord: (A) copies of such permits, licenses, and approvals; and (B) evidence reasonably satisfactory to Landlord that Tenant has procured workers' compensation, builder's risk, general liability, and personal and property damage insurance as Landlord reasonably may require. For Airport Authority Permits please refer to <http://flysbn.com/sbn/business/>, Building Permit Application section. Tenant shall at Tenant's cost and expense: (1) complete the construction of any alterations, improvements or additions in a good and workmanlike manner and in compliance with all Laws and all permits, licenses and approvals; and (2) assure that all contractors, subcontractors, laborers, and suppliers performing work or supplying materials are paid in full.
4. Liens. Tenant shall not suffer or cause the filing of any mechanic's or other lien against the Premises or the Building. Tenant shall further not enter into any contract or agreement that provides explicitly or implicitly that a lien may be attached against the Premises, the Building or any improvements of any mechanic's or other lien is filed against the Premises, the Building, or any part thereof for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, other than for the performance of Landlord's Work, then Tenant shall: (i) cause such lien to be discharged of record within twenty (20) days after notice of the filing by bonding or as provided or required by law; or (ii) provide evidence satisfactory to Landlord that the lien is being contested by proceedings adequate to prevent foreclosure of the lien, together with indemnity satisfactory to Landlord (in an amount equal to at least one hundred fifty percent (150%) of the claimed lien) to Landlord within thirty (30) days after notice of the filing thereof. All liens suffered or caused by Tenant shall attach to Tenant's interest only. Nothing in this Lease shall be deemed or construed to: (1) constitute consent to, or request of, any party for the performance of any work for, or the furnishing of any materials to, Tenant; or (2) 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 the Premises or the Building or Landlord's interest therein.

SECTION VII.

USE.

1. Use of the Premises. At all time during the Term, Tenant shall:
 - 1.1. Use the Premises solely for Tenant's Use, as defined in Section 1.4. doing business under Tenant's Trade Name, as defined in Section 1.5, and for no other use or purpose;
2. Compliance with Law. Tenant shall promptly comply with all federal, state and local Laws and ordinances and lawful orders and regulations affecting the Premises, and the health, cleanliness, safety, construction, occupancy and use of same, in effect from time to time. Tenant shall promptly

and fully comply with all federal, state and local Laws and ordinances in effect from time to time prohibiting discrimination or segregation by reason of race, color, religion, disability, gender or national origin or otherwise.

3. Compliance with Security Regulations. Tenant shall promptly comply with all Transportation Security Administration regulations, including marking security area access points and ensuring sterility of secure areas at all times and following airport rules and regulations for all safety and security related issues.
4. Operation by Tenant. Tenant covenants and agrees that it: will not place or maintain any merchandise or vending machines outside the building on the Premises; will not store garbage, trash, rubbish outside, except in an approved location, and will remove the same frequently and regularly, all at Tenant's cost; will not permit any sound system to be audible or objectionable advertising medium to be visible outside the Premises; will not commit or permit waste or a nuisance upon the Premises; will not permit or cause objectionable odors to emanate or be dispelled from the Premises; will comply with all Laws, recommendations, ordinances, rules and regulations of governmental, public, private and other authorities and agencies, including those with authority over insurance rates, with respect to the use or occupancy of the Premises, and including, but not limited to, the Occupational Safety and Health Act ("OSHA") and the Americans With Disabilities Act ("ADA"), as the same may be amended from time to time. Tenant covenants and agrees that it will not serve liquor or any other alcoholic beverages in or from the Premises unless Tenant first obtains the written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion.
5. Maintenance of Property.
 - 5.1. Snow Removal. Tenant shall be responsible for removal of all snow, ice, and other obstructions in the ramp and parking lot of the Leased Premises. Tenant must coordinate with Airport Authority to be aware and maintain compliance with the Storm Water Pollution Prevention and Snow and Ice Control Plans established by the Airport Authority.
 - 5.2. Grass Cutting. Tenant shall be responsible for all grass cutting, edging and maintaining the landscaped and grass seeded areas of the Leased Premises.
6. Storage. Tenant shall store in the building on the Premises only supplies and equipment related to the Tenant's business operations.
7. Sales and Use. Tenant shall not permit, allow, or cause to be conducted on the Premises: (a) a public or private auction; or (b) a sale that would indicate to the public that Tenant (i) is bankrupt, (ii) is going out of business, or (iii) has lost or is preparing to terminate its possession of the Premises.
8. Emissions and Hazardous Materials.
 - 8.1. Emissions. Tenant shall not, without the prior written consent of Landlord:
 - 8.2. make, or permit to be made, any use of the Premises or any portion thereof which emits, or permits the emission of, an unreasonable amount of dust, sweepings, dirt, cinders, fumes or odors into the atmosphere, the ground or any body of water, whether natural or artificial (including without limitation rivers, streams, lakes, ponds, dams, canals, sanitary or storm sewers, or flood control channels), which is in violation of any Laws;

- 8.3. create, or permit to be created, any sound level which will interfere with the quiet enjoyment of any real property by any tenant or occupant of the Building, or which will create a nuisance or violate any Laws;
- 8.4. transmit, receive, or permit to be transmitted or received, any electromagnetic, microwave or other radiation which is harmful or hazardous to any person or property in, on or about the Premises or the Building, or which interferes with the operation of any electrical, electronic, telephonic or other equipment wherever located, whether on the Premises or the Building;
- 8.5. create, or permit to be created, any ground vibration that is discernible outside the Premises;
or
- 8.6. produce, or permit to be produced, any intense glare, light or heat except within an enclosed or screened area and then only in such manner that the glare, light or heat shall not be discernible outside the Premises. All outside lighting devices must be directed away from the airfield so as not to produce a hazard for air navigation.
- 8.7. Hazardous Materials. Tenant shall be permitted to use and store those Hazardous Materials, as defined below, which are used in the normal course of Tenant's Use at the Premises, so long as such Hazardous Materials are used, stored, handled and disposed of in compliance with applicable Law. Subject to the exception contained in the preceding sentence, Tenant shall not, without the prior written consent of Landlord, cause or permit, knowingly or unknowingly, any Hazardous Material to be brought or remain upon, kept, used, discharged, leaked, or emitted in or about, or treated at, the Premises or the Building. As used in this Lease, "Hazardous Material(s)" shall mean any hazardous, toxic, infectious or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local Law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, and shall include, but not be limited to, asbestos, petroleum products, and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sec. 9601 ("CERCLA"), and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec. 6901 et seq. ("RCRA"), and the term "Hazardous Chemical" as defined in OSHA (hereinafter "Environmental Laws").
9. Care of Petroleum Products and Other Materials. Tenant shall handle, use, store and dispose of petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Authority statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be responsible for the cleanup, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Authority and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Authority may take any reasonable and appropriate action in the Tenant's stead. The costs of such remedial action by the Authority shall be paid by the Tenant. In addition, Tenant shall indemnify and hold the Authority harmless as to any and all expenses, costs or losses if Tenant fails to comply with this article in any way whatsoever. Violation of this Article shall be deemed a material breach of this Lease.
10. In addition to, and in no way limiting, Tenant's duties and obligations under this Lease, should Tenant breach any of its duties and obligations as set forth in this Section 7, or if the presence of any

Hazardous Material(s) on the Premises results in contamination of the Premises, the Building, any land other than the Building, the atmosphere, or any water or waterway (including without limitation groundwater), or if contamination of the Premises or of the Building by any Hazardous Material(s) otherwise occurs for which Tenant is otherwise legally liable to Landlord for damages resulting therefrom, Tenant shall Indemnify, as hereinafter defined, Landlord from and against any Loss, as hereinafter defined, arising during or after the Term as a result of such contamination. The term "Loss," in this Section 7 includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any cleanup, remediation, removal, fines, monitoring, or restoration work required or imposed by any federal, state or local governmental agency or political subdivision because of the presence of Hazardous Material(s) on or about the Premises or the Building, or because of the presence of Hazardous Material(s) anywhere else which came or otherwise emanated from Tenant or the Premises. The indemnification contained in this Section 7 shall survive the Termination Date. Landlord warrants that the Premises shall not contain any Hazardous Materials upon delivery to Tenant.

11. Obstruction Lights. Tenant shall provide and maintain obstruction lights on any structure erected by Tenant on the Leased Premises leased hereunder. Any obstruction lights so required shall comply with specifications and standards established for such installations by the Federal Aviation Administration (FAA).
12. Height Restrictions. Tenant agrees that they shall at no time construct, erect, or suffer any structure on the premises to penetrate the Horizontal Surface defined in FAR Part 77, or cause to reduce the weather approach minimums for the Airport. Tenant agrees that prior to constructing or erecting any temporary or permanent outside structure they will coordinate with the Authority to complete and submit a Part 77 obstruction evaluation.
13. Navaids. Tenant agrees that its operation shall in no way conflict with the operation of navigational aids located on the Leased Premises.
14. Inspections. Tenant shall permit Landlord and its employees, agents and contractors to enter the Premises at reasonable times (normal business hours), upon reasonable notice (or at any time in the event of an emergency) for the purpose of: (a) inspecting the Premises; (b) making repairs, replacements, additions, or alterations to the Premises, or to the building in which the Premises is located. Landlord may perform, on behalf of and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord has given Tenant notice (entering upon the Premises for such purpose, if necessary), the cost of expenses incurred by Landlord plus fifteen percent (15%), shall be deemed Additional Rent and shall be payable by Tenant to Landlord with the first Rent installment thereafter.

SECTION VIII.

INSURANCE AND INDEMNIFICATION (INSURANCE AGENT REVIEW), we should contact Scott Bolger and see if these are appropriate coverages based upon the activity of the tenant.

1. Insurance Coverages. The Tenant agrees that it shall, at all times during the Term of this Lease, and at the Tenant's sole cost and expense, purchase or cause to be purchased on its behalf, and maintain in full force and effect, the following minimum insurance coverage to insure against all claims that may arise in connection with the Tenant's occupancy and use of the Premises:
2. Commercial General Liability insurance with minimum limits of not less than one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) General Aggregate on a combined single limit basis with respect to third party bodily injury and property damage liability arising out of any

non-aviation use, occupancy, or maintenance of the Premises. Such policy shall also include without limitation, coverage advertiser's liability, host liquor liability Personal Injury Liability, Broad Form Property Damage Liability, and other such coverage appropriate to the insurable Commercial General Liability risks associated with the Tenant's non-aviation use, occupancy, or maintenance of the Premises.

3. Umbrella or Excess Liability Insurance - of not less than \$5,000,000 each occurrence / annual aggregate that at a minimum shall include excess General Liability, Excess Auto Liability, and Excess Employers Liability.
4. Workers Compensation Insurance coverage in an amount not less than statutory requirements, in addition to Employer's Liability Insurance in an amount of not less than one million dollars (\$1,000,000) per accident with respect to bodily injury, death, disease, or disability.
5. Other Conditions of Insurance
 - 5.1. All policies of insurance required under this Section and all renewals thereof shall be issued by insurers licensed to do business in the jurisdiction of the Leased Premises, and shall be rated "A-" VII or better by Best's Key Rating Guide as shown in the current edition of Best's Insurance Reports. Each policy of insurance shall expressly provide that the policy cannot be cancelled or materially reduced below the scope of coverage or the limits required herein with less than thirty (30) days prior written notice to the Landlord (10 days for non-payment of premium), and all coverage shall remain in full force and effect notwithstanding any such cancellation or material reduction of coverage or the limits until such written notice shall have been given to the Landlord, and such period of thirty (30) days shall have expired (10 days for non-payment of premium).
 - 5.2. All policies of liability insurance (except Employer's Liability) required under this Section and all renewals thereof shall be endorsed to name the Landlord as an Additional Insured; and all such policies shall be Primary and Non-Contributory to any insurance that may be carried by the Landlord or other parties designated by the Landlord, and shall expressly provide for Severability of Interest between or among all Named or Additional Insureds such that the Landlord whether shown as a Named or Additional Insured. All Policies of Insurance shall provide the Landlord a Waiver of Subrogation. All deductibles, if any, selected by the Tenant shall be subject to the Landlord's approval, in the exercise of the Landlord's sole discretion. All deductibles, if any, selected by the Tenant shall be the sole responsibility of the Tenant.
 - 5.3. The Tenant shall deliver or cause to be delivered to the Landlord, Certificates of Insurance, to reflect and confirm that all coverage required herein have been arranged, at least ten (10) days before the Date of Beneficial Occupancy, and the Tenant shall deliver or cause to be delivered to the Landlord, from time to time thereafter during the term of the Lease, prior to the expiration of each policy of insurance required herein, additional certificates of insurance so that the certificate of insurance held by the Landlord for each policy of such insurance shall, at all times, reflect evidence of the Tenant's current insurance coverage. If the Tenant fails to insure or fails to furnish any such insurance certificate, the Landlord shall have the right, but shall not be required to do so, to arrange or cause to be arranged, such insurance for the benefit of the Tenant or the Landlord or both the Tenant and the Landlord, and the Tenant shall be required to pay to the Landlord on written demand as Additional Rent, all insurance premiums paid by the Landlord.

6. Indemnity.

- 6.1. Definition of "Loss." The term "Loss," as used throughout this Lease, shall mean any and all claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, causes of action, and losses of any and every kind and nature (including, without limitation, sums paid in settlement of claims and for attorney's fees and court costs).
- 6.2. Definition of "Indemnify." The term "Indemnify," as used throughout this Lease, shall mean that Tenant shall indemnify Landlord, save it harmless and, at Landlord's option and with attorneys approved in writing by Landlord, defend Landlord, and its contractors, agents, employees, members, managers, officers, and mortgagees, if any, from any Loss arising out of the condition specified in the particular indemnity provision.
- 6.3. General Indemnity. Except for loss, injury or damage caused solely by the willful misconduct or negligence of Landlord, its employees, contractors, or agents, Tenant covenants to Indemnify Landlord for any Loss in connection with or arising from any use or condition of the Premises or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, licensees, invitees or visitors, occurring on or about the Premises and in the case of Tenant, its agents, contractors or employees occurring on or about the Building. Except for loss, injury or damage caused by the negligent acts or willful misconduct of Tenant, its employees, contractors, invitees, licensees, visitors or agents, Landlord covenants to Indemnify Tenant, and save it harmless, from and against any and all claims, actions, damages, injuries, accidents, liability and expense, including reasonable attorneys' fees, in connection with or arising from, or occasioned wholly or in part by, any act or omission of Landlord, its agents, contractors or employees occurring on or about the Building, excluding the Premises.
- 6.4. Covenant to Hold Harmless. Landlord shall be defended and held harmless by Tenant from any liability or claims for damages to any person or any property in or upon the Premises unless caused by the intentional or negligent acts or omissions of Landlord, including but not limited to the person and property of Tenant and its officers, agents, employees, and shall pay all expenses incurred by Landlord in defending any such claim or action, including without limitation attorney fees of Landlord and any judgment or court costs. All property kept, stored or maintained in the Premises shall be so kept, stored or maintained solely at the risk of Tenant. Tenant shall be defended and held harmless by Landlord from any liability or claims for damages to any person or any property in or upon the Premises caused by the intentional or negligent acts or omissions of Landlord, and Landlord shall pay all expenses incurred by Tenant in defending any such claim or action, including without limitation attorney fees of Tenant and any judgment or court costs.
- 6.5. Except for loss, injury or damage caused solely by the willful misconduct or negligence of Landlord, its employees, contractors, or agents, the Landlord shall not be liable for damage caused by hidden defects or failure to keep said Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes, or sewerage, or the bursting or leaking of plumbing or of any plumbing or heating fixtures or waste or soil pipe existing in connection with the Building or Premises, nor for damage occasioned by water, nor for any damages arising from negligence of co-tenants or other occupants of the Building, or the agents, employees or servants of any of them, or of any owners or occupants of adjacent or contiguous property.

- 6.6. The Landlord shall not be liable for any injury to the Tenant, its employees and agents or any other person, occurring on said Premises, irrespective of whether said injury is caused by a defect in said Premises or by reasons of said Premises becoming out of repair or arising from any other cause whatsoever, and the Landlord shall not be liable for damage to Tenant's property or to the property of any other person which may be located in or upon said Premises and the Tenant agrees to indemnify and save harmless the Landlord from any and all claims arising out of injuries to persons or property occurring on said Premises, except for Landlord's negligence.
7. Release of Subrogation. Each party hereto does hereby release and discharge the other party from any liability, which the released party would have had (but for this section) to the releasing party, arising out of or in connection with any accident or occurrence or casualty: (a.) which is or would be covered by a fire and extended- coverage policy with vandalism and malicious mischief endorsement or by a sprinkler leakage or water damage policy, regardless of whether or not such coverage is being carried by the releasing party, and (b.) to the extent of recovery under any other casualty, which accident, occurrence or casualty may have resulted in whole or in part from any act or neglect of the released party, its officers, agents or employees; Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be liable for any damage to person or party arising from the negligent act or omission or willful misconduct of any other tenant or occupant of the Building and Tenant hereby expressly waives any claim for such damages.
8. The Tenant will not allow said Premises to be used for any purpose that will increase the rate of insurance thereon, nor to be occupied in whole or in part by any other person.
9. The terms of this SECTION survive any termination or expiration of this Lease.

ARTICLE IX.

SURRENDER.

1. Surrender of Leased Premises. Except as herein otherwise expressly provided in this Article IX, Tenant shall surrender and deliver up the Premises, together with all property affixed to the Premises, to Landlord at the expiration or other termination of this Lease or of Tenant's right to possession hereunder, without fraud or delay, in good order, condition and repair except for reasonable wear and tear after the last necessary repair, replacement, or restoration is made by Tenant, free and clear of all liens and encumbrances, and without any payment or allowance whatsoever by Landlord on account of any improvements made by Tenant.
2. Removal of Certain Property. All furniture and business equipment furnished by or at the expense of Tenant shall be removed by or on behalf of Tenant at or prior to the expiration or other termination of this Lease or of Tenant's right of possession hereunder, but only if, and to the extent, that the removal thereof will not cause physical injury or damage to the Premises or necessitate changes or repairs to the same. Tenant repair and restore any injury or damage to the Premises arising from such removal so as to return the Premises the condition described in Section IV above, or alternatively, Tenant shall pay or cause to be paid to Landlord one hundred ten percent (110%) of the cost of repairing or restoring injury or damage with such costs to be considered Additional Rent and shall be deemed due and payable as of the date on which surrender by Tenant is required under this Lease.
3. Property Not Removed. Any personal property of Tenant which shall remain in or upon the Premises after Tenant has surrendered possession of the Premises shall be deemed to have been abandoned by Tenant, and at the option of Landlord, such property: (a) shall be retained by Landlord as its

property; (b) shall be disposed of by Landlord in such manner as Landlord shall determine, without accountability to any person; or (c) shall be removed by Tenant within three (3) business days at Tenant's expense upon written request from Landlord or such Tenant fails to remove such property within such timeframe Landlord may remove such property at Tenant's expenses, charging Tenant one hundred ten percent (110%) cost plus 15% of the costs incurred by Landlord to remove said items, which funds shall be due immediately upon notification of Tenant of such charges. Landlord shall not be responsible for any loss or damage occurring to any property owned by Tenant remaining in the Premises after Tenant surrenders possession thereof.

4. Survival of Terms. The terms of this Article IX and other terms of this Lease referred to herein shall survive any termination of this Lease.

ARTICLE X.

DEFAULT.

1. Events of Default. Each and all of the following events shall be deemed an "Event of Default" by Tenant under this Lease:
 - 1.1. Lapse of Insurance. Any failure to maintain the insurance coverages required to be maintained by Tenant under this Lease that is not cured within 14 days of notice from Landlord.
 - 1.2. Other Material Lease Violations. Tenant's failure to perform or observe any other material covenant, condition, or agreement of this Lease, which failure is not cured within thirty (30) days after the giving of notice thereof by Landlord specifying the items in default unless such default is of such nature that it cannot be cured within such thirty (30) day period, in which case no Event of Default shall occur so long as the Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently prosecute the curing of same; provided, however, if the Tenant shall default in the performance of any such covenant or agreement of this Lease more than one time in any twelve (12) month period notwithstanding that such default shall have been cured by Tenant, the second and further defaults in said twelve (12) month period may be deemed by Landlord, in its sole discretion, an Event of Default without the ability for cure.
 - 1.3. Falsification of information. If Tenant, any guarantor of Tenant's obligations under this Lease, or any agent of Tenant falsifies any report in any material respect or misrepresents other information in any material respect required to be furnished to Landlord pursuant to this Lease.
 - 1.4. Merger or Consolidation. If Tenant is merged or consolidated with any other entity, or there is a transfer of a controlling interest in Tenant, other than as permitted in Section 13.1 (b) of this Lease.
 - 1.5. Tenant's or Guarantor's Death. Dissolution or Liquidation. The death of Tenant or any guarantor of Tenant's obligations under this Lease; or the commencement of steps or proceedings toward the dissolution, winding up, or other termination of the existence of Tenant or of any guarantor of Tenant's obligations, or toward the liquidation of either of their respective assets.
 - 1.6. Bankruptcy. The commencement of a case under any chapter of the United States Bankruptcy Code by or against Tenant or any guarantor of Tenant's obligations hereunder, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant or any such guarantor as bankrupt or insolvent, or the reorganization of Tenant or any such guarantor, or an

arrangement by Tenant or any such guarantor with its creditors, unless the petition is filed or case commenced by a party other than Tenant or any such guarantor and is withdrawn or dismissed within thirty (30) days after the date of its filing.

- 1.7. Assignment or Attachment. The making of an assignment by Tenant or any guarantor of Tenant's obligations hereunder for the benefit of its creditors, or if in any other manner Tenant's interest in this Lease passes to another by operation of law, including, without limitation, by attachment, execution, or similar legal process, which is not discharged or vacated within thirty (30) days, except as permitted under this Lease.
- 1.8. Appointment of Receiver or Trustee. The appointment of a receiver or trustee for the business or property of Tenant or any guarantor of Tenant's obligations hereunder, unless such appointment shall be vacated within ten (10) days after its entry.
- 1.9. Inability to Pay. The admission in writing by Tenant or any guarantor of Tenant's obligations under this Lease of its inability to pay its debts when due.
- 1.10. As Otherwise Provided. The occurrence of any other event described as a default elsewhere in the Lease or any amendment thereto, regardless of whether such event is defined as an "Event of Default."
2. Remedies. Upon the occurrence of an Event of Default, Landlord, without notice to Tenant in any instance (except where expressly provided for below or by applicable law) may do any one or more of the following:
 - 2.1. Satisfy Tenant Obligations. Landlord may perform, on behalf of and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord has given Tenant notice (entering upon the Premises for such purpose, if necessary), the cost of which performance by Landlord, plus interest thereon at the lesser of (i) the highest rate permitted by law, or (ii) eighteen percent (18%) per annum from the date of such expenditure, and reasonable cost and expense incurred by Landlord, shall be deemed Additional Rent and shall be payable by Tenant to Landlord with the first Rent installment thereafter becoming due and either as a waiver of the Event of Default or of any other right or remedy of Landlord with respect to such Event of payable. The performance by Landlord of any Tenant obligation under this lease shall not be construed Default or as a waiver of any term or condition of this Lease. Notwithstanding the provisions of this Section IV and regardless of whether an Event of Default shall have occurred, Landlord may exercise the remedy described in this Section IV without any notice to Tenant if Landlord, in its good faith judgment, believes that it or the Premises would be materially injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency.
3. Termination of Lease. Landlord may terminate this Lease, by 90 days written notice to Tenant, for any reason or without any right by Tenant to reinstate its right by payment of Rent due or other performance of the terms and conditions. Upon such termination, Tenant shall immediately surrender possession of the Premises to Landlord, and
 - 3.1. Landlord shall, in addition to all other rights and remedies that Landlord may have, immediately become entitled to receive from Tenant: (i) an amount equal to the aggregate of all past Base Rent and Additional Rent which then remains due and unpaid to Landlord but unpaid by

Tenant; (ii) reasonable costs and expenses incurred by Landlord in connection with a re-entry or taking of possession of the Premises; (iii) reasonable costs and expenses incurred by Landlord in connection with making alterations and repairs for the purpose of reletting the Premises; (iv) reasonable attorneys' fees; (v) the unamortized value of the Construction Allowance, if any.

- 3.2. Termination of Possessory Rights. Landlord may terminate Tenant's rights to possession of the to pay all Base Rent and Additional Rent which then remains due to Landlord but unpaid by Tenant and Tenant shall continue to be obligated for future Base Rent and Additional Rent as the same comes due under this Lease. In this event, Landlord shall use commercially reasonable efforts to relet the Premises.
4. Other Remedies. Pursue any legal or equitable remedy allowed by applicable Indiana Laws.
5. Reimbursement of Landlord's Costs in Exercising Remedies. Landlord may recover from Tenant, and Tenant shall pay to Landlord upon demand, such reasonable and actual costs and expenses as Landlord may incur in recovering possession of the Premises, placing the same in good order and condition and repairing and altering the same for reletting, and all other reasonable and actual costs and expenses, commissions and charges incurred by Landlord in reletting and otherwise exercising any remedy provided herein or as a result of any Event of Default by Tenant hereunder (including, without limitation, reasonable attorneys' fees).
6. Remedies Are Cumulative. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.
7. Bankruptcy. Assumption of Lease. In the event that Tenant shall become a Debtor under Chapter 7 of the United States Bankruptcy Code (the "Code") or a petition for reorganization or adjustment of debts is filed concerning Tenant under Chapters 11 or 13 of the Code, or a proceeding is filed under Chapter 7 and is transferred to Chapters 11 or 13, the Trustee or Tenant, as Debtor and as Debtor In Possession, may not elect to assume this Lease unless, at the time of such assumption, the Trustee or Tenant has cured or provided Landlord "Adequate Assurance," as determined by the Bankruptcy Court.

ARTICLE XI.

ESTOPPEL CERTIFICATES. ATTORNMENT. AND SUBORDINATION.

1. Estoppel Certificates. Tenant and Landlord agree to execute and deliver, within ten (10) days after request therefor by the other party, a statement, in writing, certifying to Landlord and/or any party designated by Landlord, or Tenant and/or any party designated by Tenant, as the case may be, that: (a) this Lease is in full force and effect; (b) the Commencement Date; (c) that Rent is paid currently without any off-set or defense thereto, (d) the amount of Rent, if any, paid in advance; (e) that there are no known uncured defaults by Landlord or Tenant, or stating those known and claimed, provided that, in fact, such facts are accurate and ascertainable, and (f) any other information reasonably requested.
2. Attornment. In the event any proceedings are brought for the foreclosure of, or in the event of conveyance by deed-in-lieu of foreclosure of, or in the event of exercise of the power of sale under

any mortgage made by Landlord covering the Premises, Tenant hereby agrees to the successor-in-interest of Landlord and covenants and agrees to execute an instrument in writing reasonably satisfactory to same whereby Tenant agrees to such successor-in-interest and recognizes such successor-in-interest as Landlord hereunder.

3. Subordination. Landlord shall have the right at any time and from time-to-time to create security interests in the form of a mortgage, deed of trust or other similar lien or encumbrance (a "Mortgage") upon or affecting Landlord's fee estate in the Premises, or any part thereof, and the rights of Tenant under this Lease shall be subject and subordinate to any such Mortgage; provided, however, that in the event of any foreclosure or sale under any such Mortgage or the delivery by Landlord of any deed-in-lieu of foreclosure to the holder of any such Mortgage, then the holder of any such Mortgage agrees not to disturb Tenant's possession so long as Tenant is not in default under the terms of this Lease beyond any notice and/or cure periods provided for under this Lease and agrees to such holder or the foreclosure purchaser as Landlord under this Lease. Said subordination shall be self-operative and no further instrument of subordination shall be necessary unless required by any such Mortgage holder, in which event Tenant agrees to, within ten (10) days after request by Landlord or the Mortgage holder, execute any agreement reasonably required by such Mortgage holder to memorialize said subordination and to memorialize the terms of any related agreements between Tenant and such Mortgage holder. Any holder of any of any such Mortgage is herein referred to as "Landlord's Mortgagee(s)." Notwithstanding the foregoing, a Landlord's Mortgagee may at any time subordinate its Mortgage to this Lease without Tenant's consent by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such Mortgage without regard to their respective dates of execution and delivery and, in that event, such Landlord's Mortgagee shall have the same rights with respect to this Lease as though it had been executed prior to the execution and delivery of any such Mortgage and had been assigned to such Landlord's Mortgagee.
4. This Lease shall be subject to and subordinate to all easements, restrictions, liens, encumbrances, rights-of-way, or other matters affecting the Premises of record.

ARTICLE XII.

ASSIGNMENT AND SUBLETTING

1. Tenant shall not sublet, mortgage, encumber or in any manner transfer, in whole or in part, this Lease, the Premises or any estate or interest in said Premises or Lease. Except as expressly permitted herein, Tenant shall not assign this Lease or any estate or interest therein or allow the occupancy thereof by any person or entity other than Tenant, without Landlord's prior written consent, which may be granted or withheld in Landlord's reasonable discretion. Tenant may assign the Lease without prior written consent to franchisor or new Franchisee ("Permitted Transferee"). Consent by Landlord to one or more assignments of this Lease shall not operate to exhaust Landlord's rights under this Article XIII. In the event that Tenant, with or without the previous consent of Landlord, does assign or in any manner transfer this Lease or any estate or interest therein or sublet the Premises or any part thereof, or allow the occupancy thereof by any person or entity other than Tenant, Tenant shall not be released from any of its obligations under this Lease unless a release is given, in writing, by Landlord.
2. If this Lease is assigned or the Premises or any part thereof occupied by any entity other than Tenant, Landlord may collect rent from the assignee or occupant and apply the same to the Rent herein reserved, but no such assignment, occupancy or collection of Rent shall be deemed a waiver

of any restrictive covenant contained in this Section 12.1 or the acceptance of the assignee or occupant as tenant, or a release of Tenant from the performance by Tenant of any covenants on the part of Tenant herein contained. Any sublease of the Premises shall be void. Landlord shall have the right, at any time, to immediately remove an occupant or than Tenant from the Premises along with any possession of said occupant, which shall be deemed to have been abandoned if not claimed by occupant within three (3) business days of their removal, and the Landlord's acceptance of rent from the occupant shall in no way waive any rights the Landlord may have against the occupant. The Tenant shall indemnify the Landlord for any actions, claims or demands made by the occupant or its assigns against the Landlord. . Any assignment: (x) as to which Landlord has consented or is deemed to have consented; or (y) which is required by reason of a final non-appealable order of a court of competent jurisdiction; or (z) which is made by reason of and in accordance with the provisions of any law or statute, including, without limitation, the laws governing bankruptcy, insolvency or receivership, shall be subject to all terms and conditions of this Lease, and shall not be effective or deemed valid unless, at the time of such assignment:

3. Each assignee shall assume the obligations of this Lease by executing, acknowledging and delivering to Landlord, before the effective date of such assignment, a written assumption agreement in form and substance reasonably satisfactory to Landlord;
4. Standards; The business reputation of each assignee shall meet or exceed generally acceptable commercial business practices.
 - 4.1. The use of the Premises by each assignee shall not violate, or create any potential violation of, applicable Laws, codes or ordinances, nor violate any other agreements affecting the Premises, Landlord or other occupants in the Building; and
 - 4.2. Tenant shall pay Landlord the sum of One Thousand Five Hundred Dollars (\$1,500.00) as reimbursement to Landlord for administrative and legal expenses incurred by Landlord in connection with any such assignment.
 - 4.3. In the event that Tenant desires to assign this Lease, Tenant shall give notice to Landlord setting forth the terms of the proposed assignment. Tenant shall advise Landlord of the name of the proposed assignee, shall furnish Landlord with the information required by Landlord with respect to the proposed assignee, and Landlord shall advise Tenant, within sixty (60) business days after receipt of such notice and all required information from Tenant, that Landlord either consents or refuses to consent to an assignment to the proposed assignee.
 - 4.4. Assignment by Landlord. Landlord, at any time 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 all of the obligations of Landlord under the terms and conditions of this Lease; then Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

ARTICLE XIII.

MISCELLANEOUS

1. Security Deposit. Contemporaneously with the execution of this Lease, Tenant shall deposit the Security Deposit, as defined in Section 1.9. with Landlord. Landlord: (a) shall hold the Security Deposit without liability to Tenant for interest; and (b) may commingle the Security Deposit with its other funds. The Security Deposit, or any portion thereof, may be applied by Landlord to cure any

default by Tenant under this Lease, without prejudice to any other remedy or remedies that Landlord may have on account of such application. Upon any such application by Landlord, Tenant shall pay to Landlord on demand the amount applied by Landlord to cure such default so that the Security Deposit is restored to its original amount. If Landlord conveys the Premises during the Term: (a) Landlord may turn the Security Deposit over to Landlord's grantee or successor; and (b) Tenant shall release Landlord from any and all liability with respect to the Security Deposit. If Tenant faithfully performs its obligations under the terms and conditions of this Lease, then Landlord shall return to Tenant the amount of the Security Deposit not applied by Landlord to cure defaults by Tenant, without interest, within thirty (30) days after the latter of: (c) the Termination Date; or (d) the date that Tenant has surrendered possession to Landlord in accordance with the terms and conditions of this Lease.

2. Notices. Any notice, demand, request or other instrument (any "Notice") which may be or is required to be given under this Lease shall be in writing and shall be deemed given and received: (a) on the date of delivery when delivered in person (with receipt for delivery); (b) three (3) business days after deposit with the U.S. Postal Service, when sent by United States certified or registered mail, return receipt requested, postage prepaid; or (c) on the next business day following deposit of any such Notice with a national overnight delivery carrier (with receipt evidencing such delivery) such as, but not limited to, Federal Express or UPS. Any Notice to be delivered in person or by mail shall be addressed: (a) if to Landlord, at the address set forth in Section I. hereof, or at such other address as Landlord may designate by written notice; and (b) if to Tenant, at the address set forth in Section I hereof, or at such other address as Tenant may designate by written notice.
3. Waiver. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant, except as otherwise provided herein.
4. Entire Agreement. This Lease and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant other than as are herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.
5. Attorney's Fees and Costs. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available at law or in equity arising hereunder. In the event that either party is permitted to and does institute proceedings in a court of law to enforce its rights under this Agreement, the prevailing party in such proceedings shall be awarded all costs incurred including reasonable attorney fees (as well as all costs and fees resulting from appellate proceedings).
6. 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 any relationship other than that of landlord and tenant.

7. Relationship. Nothing contained herein shall be deemed or construed to create between the parties recover the balance of such Rent or to pursue any other right or remedy.
8. Construction. The laws of Indiana in which the Premises are located shall govern the validity, performance, and enforcement 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. 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. Whenever in this Lease a singular word is used, it also shall include the plural wherever required by the context and vice versa. All references in this Lease to periods of days shall be construed to refer to calendar, not business, days, unless business days are specified. This Lease shall be recorded, but a failure to record shall not affect the effectiveness of this Lease. All Exhibits referenced in this Lease are attached hereto and incorporated herein by reference.
9. Force Majeure. Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its sole power to control.
10. 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.
11. Successors and Assigns. Except as otherwise expressly provided herein, this Lease, and all of the terms and conditions hereof, shall inure to the benefit of, and be binding upon, the respective heirs, executors, administrators, successors, and assigns of Landlord and Tenant. All indemnities set forth herein shall survive the Termination Date.
12. Authority. Each person executing this Lease represents and warrants that: (a) he or she has been authorized to execute and deliver this Lease by the entity for which he or she is signing; and (b) this Lease is the valid and binding agreement of such entity, enforceable in accordance with its terms.
13. Exculpation. If there is a breach or default by Landlord under this Lease, Tenant shall look solely to the equity interest of Landlord in the Premises and any rentals derived therefrom; provided that in no event shall any judgment be sought or obtained against any individual person or entity comprising Landlord.
14. Equal Opportunity Obligation. Tenant agrees not to discriminate against any employee or applicant for employment, to be employed by Tenant with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his or her race, color, religion, sex, handicap, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Lease.
15. Exclusivity. The Landlord shall not lease space in the Building to any other Tenant.
16. Authority's Reserved Rights. This agreement shall be subordinate to the provisions of any existing or future agreement between Authority and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a

condition precedent to the expenditure or reimbursement to Authority for federal funds for the development of the Airport.

SIGNATURE SECTION

LANDLORD: ST. JOSEPH COUNTY AIRPORT AUTHORITY

Signature: _____

Printed Name: _____

Title: _____

TENANT: [CLICK HERE TO ENTER TEXT.](#)

Signature: _____

Printed Name: _____

Title: _____

DRAFT