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Luann G. Welmer, Clerk-Treasurer

CITY COUNCIL MEETING
CITY HALL
TUESDAY, DECEMBER 9, 2013
6:00 O'CLOCK P.M.

I. Meeting Called to Order

A. Roll Call

II. New Business Requiring Council Action

A. Reading of a Resolution entitled "RESOLUTION NO._____, 2013, A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF COLUMBUS TO APPROVE A PROPOSED LEASE FOR PROPERTY LOCATED AT 310 WASHINGTON STREET." Heather Pope

III. Other Business

A. Adjournment

City Hall • 123 Washington Street • Columbus, Indiana 47201 • lwelmer@columbus.in.gov
812-376-2510 • Fax: 812-376-2651

RESOLUTION NO. _____, 2013

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF COLUMBUS TO APPROVE A PROPOSED LEASE FOR PROPERTY LOCATED AT 310 WASHINGTON STREET

WHEREAS, the City of Columbus (the "City") owns The Commons located at 300 Washington Street;

WHEREAS, The Commons Board was created by the Common Council of the City (the "Council") to oversee all operations, maintenance, programming and administration of The Commons;

WHEREAS, The Commons Board entered into a Master lease with the City of Columbus Redevelopment Commission (the "Redevelopment Commission) for the Redevelopment Commission to manage the retail spaces at The Commons;

WHEREAS, the Redevelopment Commission has undertaken an alternative lease disposal process as outlined in I.C. 36-1-11-12 to locate a suitable tenant for the retail space located at 310 Washington Street (the "Property");

WHEREAS, pursuant to I.C. 36-1-11-3, the Council must approve every lease of real property for which the total annual rental payments will be twenty-five thousand dollars ($25,000) or more;

WHEREAS, the proposed lease between the Redevelopment Commission and Jordy McTaggert's Grill & Pub (the "tenant") is attached hereto as Exhibit "A" and included by reference (the "Lease") is expected to produce rental payments in excess of twenty-five thousand dollars ($25,000) annually; and

WHEREAS, the Redevelopment Commission has completed the statutorily required steps as outlined in I.C. 36-1-11*et seq.* to dispose of the Property and requests that the Council approve the Lease.

NOW THEREFORE BE IT RESOLVED BY THE COLUMBUS COMMON COUNCIL THAT the Lease attached hereto as Exhibit "A" between the City of Columbus Redevelopment Commission and Jordy McTaggert's Grill & Pub is hereby approved.

BE IT FURTHER RESOLVED that the Clerk Treasurer and the Mayor be and are hereby authorized and empowered and directed to take any and all further actions necessary to effect the Lease.

RESOLUTION OF THE COMMON COUNCIL APPROVING THE LEASE BETWEEN THE COLUMBUS REDEVELOPMENT COMMISSION AND JORDY MCTAGGERT'S GRILL & PUB IS ADOPTED BY THE COMMON COUNCIL OF COLUMBUS, INDIANA, on this the _____ day of _____, 2013, by a vote of ayes and _____ nays.

_____
Kristen S. Brown, Mayor
Presiding Officer of the Common Council

ATTEST:

_____
Luann Welmer
Clerk of the Common Council

Presented by me to the Mayor of Columbus, Indiana, this _____ day of _____, 2013 at _____ o'clock _____.M.

_____
Luann Welmer
Clerk-Treasurer

Approved and signed by me this _____ day of _____, 2013, at _____ o'clock ____.M.

_____
Kristen S. Brown
Mayor of the City of Columbus, Indiana

COMMERCIAL SUB-LEASE AGREEMENT

This Commercial Sub-Lease Agreement entered into this _____ day of _____, 2013, by and between the City of Columbus Redevelopment Commission, (hereinafter referred to as "Sub-Lessor"), and Jordy's Inc. (hereinafter referred to as "Sub-Lessee"), hereinafter collectively referred to as "the parties".

RECITALS:

Sub-Lessor is the Lessee of the premises being leased hereunder located at 310 Washington St., Columbus, IN 47201, under a Master Lease with the City of Columbus Commons Board, (hereinafter referred to as "the Commons"). A copy of the Master Lease is incorporated herein by reference and is attached as Exhibit "A".

Sub-Lessor warrants that it will comply with all terms, conditions and obligations set forth in said Master Lease.

Sub-Lessor is a governmental entity organized under the laws of the State of Indiana with its principal offices located at 123 Washington St., Columbus, IN 47201; and has the appropriate authority to enter into this Agreement as Sub-Lessor.

Sub-Lessee is a for-profit corporation organized under the laws of the State of Indiana with its principal offices located at Columbus, Indiana; and has the appropriate authority to enter into this Agreement as Sub-Lessee.

It is the intention of the parties in executing this Sub-Lease that Sub-Lessee shall sub-lease the premises from the Sub-Lessor for the purpose of creating and operating a family restaurant on the leased premises under the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF THE MATTERS DESCRIBED ABOVE AND FOR THE MUTUAL BENEFIT AND OBLIGATIONS SET FORTH IN THIS SUB-LEASE, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE
DESCRIPTION OF THE PREMISES

Under this Sub-Lease, Sub-Lessor hereby sub-leases from Sub-Lessor certain premises that are located within the ground level of the Commons and consisting of approximately 5511 sq. ft. suitable for the operation of a restaurant. The premises being sub-leased is more particularly described in the attachment marked Exhibit "B".

SECTION TWO
PURPOSE AND RESTRICTION ON USE

Sub-Lessee shall use the premises being leased for the exclusive and sole purpose of operating a "Jordy McTaggart's Grill & Pub" which will offer a fun and lively restaurant atmosphere for people of all ages, with décor and menu focus of a traditional Irish/British pub, but with an American twist.

The Sub-Lessor does acknowledge that restaurants need to change as consumer focus, taste and interest changes, as such the Sub-Lessor agrees that Sub-Lessee may need to alter its business, its name, décor and menu offerings as is necessary to maintain a family restaurant in the leasehold space and that the Sub-Lessee shall be allowed to make said changes and use of the premises and may do so with the written consent of the Sub-Lessor. Sub-Lessor shall not unreasonably withhold its consent.

The outdoor sidewalks may be used for outside dining as weather permits and in accordance with State and local law, rules, regulations and ordinances.

Upon opening for business, the Sub-Lessee shall continuously operate the restaurant and be open for business seven (7) days per week. Monday through Saturday, the hours will be at least from 11:00 A.M. to 9:00 P.M. Sundays will also be at least from 11:00 A.M. to 9:00 P.M. unless it is not profitable. In that event, Sub-Lessor and Sub-Lessee shall agree upon reasonable hours of operation on Sundays that will be profitable. Failure to open and operate the restaurant during such times and with such regularity shall constitute a material breach or default of this Sub-Lease. Sub-Lessee may be closed on Christmas Eve, Christmas Day, Easter and Thanksgiving and if special circumstances arise beyond the control of the Sub-Lessee, the business may be closed at the sole discretion of the Sub-Lessee. Sub-Lessee agrees to notify the Sub-Lessor immediately if the business will be closed and the special conditions or circumstances beyond the control of the Sub-Lessee that require said closure.

Sub-Lessee shall not conduct any activity or undertake any endeavor that is unlawful, hazardous, or that would increase insurance premiums on the property for reasons other than the normal operation of a restaurant. Sub-Lessor has the obligation to notify the Sub-Lessee in writing if Sub-Lessee's conduct or activity is causing an increase in insurance premiums.

Any advertising material or signage that Sub-Lessee requests to be affixed to or otherwise installed on the exterior of the property shall be submitted to the Sub-Lessor for approval prior to installation. Any advertising material or signage requested by Sub-Lessee must comply with all state and local building, zoning and planning laws, rules or regulations as are applicable for advertising material and signage. At the expiration of the Sub-Lease and/or termination of same, Sub-Lessor may request, in its sole discretion, that the advertising materials and/or signage be removed, and Sub-Lessee shall be responsible for removing the signage at its expense.

SECTION THREE
TERM, OCCUPANCY, OPTION TO RENEW AND OPTION TO TERMINATE

The initial term of this Agreement shall be for a period of ten (10) calendar years commencing on the date this Agreement is executed by the parties.

Upon execution of this Sub-Lease, Sub-Lessor shall make the premises being leased available to Sub-Lessee in order to commence construction.

Sub-Lessee shall have three (3) options to renew this Sub-Lease. Each option, if exercised, shall renew this Sub-Lease for an additional term of five (5) years. Each additional term shall run consecutively to the initial term of this Sub-Lease and in the event multiple options are exercised consecutive to any and all preceding additional terms.

The renewal options set forth above shall automatically take effect unless written notice from the Sub-Lessee is given to the Sub-Lessor not less than one hundred eighty (180) days prior to the expiration of the initial term of the Sub-Lease or in the event of multiple options are exercised, not less than one hundred eighty (180) days prior to the expiration of the immediately preceding additional term that Sub-Lessee does not want to exercise its option to renew.

Sub-Lessor has the right to deny the exercise of the renewal options by Sub-Lessee in the event Sub-Lessee is in default under any terms or conditions of this Sub-Lease at the time of exercising a renewal option including, but not limited to, failure to timely pay rent.

SECTION FOUR
SECURITY DEPOSIT

Sub-Lessee shall pay no security deposit.

SECTION FIVE
RENT AND LATE CHARGES

During the first five years of the initial term of this Sub-Lease the premises shall be leased for an annual sum of Sixty Thousand Six Hundred Twenty-One Dollars ($60,621.00), payable in monthly installments of Five Thousand Fifty-One Dollars and Seventy-Five Cents ($5,051.75). The annual rent for the second five years shall be Sixty-Three Thousand Three Hundred Seventy-Six Dollars and Fifty Cents ($63,376.50), payable in monthly installments of Five Thousand Two Hundred Eighty-One and Thirty-Eight Cents ($5,281.38).

In the event Sub-Lessee exercises any of its options to renew, then the rent for the leased premises shall be as follows:

First Option Period - Seventy Thousand Two Hundred Sixty-Five Dollars and Twenty-Five Cents ($70,265.25) annually, payable in monthly installments of Five Thousand Eight Hundred Fifty-Five Dollars and Forty-Four Cents ($5,855.44);

Second Option Period - Seventy-Four Thousand Ninety Eight Dollars and Fifty Cents ($74,098.50) annually, payable in monthly installments of Six Thousand One Hundred Ninety-Nine Dollars and Eighty-Eight Cents ($6,199.88);

Third Option Period - Seventy-Eight Thousand Five Hundred Thirty-One Dollars and Seventy-Five Cents annually, payable in monthly installments of Six Thousand Five Hundred Forty-Four Dollars and Thirty-Two Cents ($6,544.32).

Rent payments shall not begin until one hundred twenty (120) days after Sub-Lessor gives written consent to modifications and alterations necessary to open the business. Sub-Lessee shall provide the plans to Sub-Lessor for approval within thirty days of final approval of this lease by City Council. If this timing results in rent beginning other than on the first day of a month, the partial month's rent shall be prorated.

All rent payments shall be made on a monthly basis to Sub-Lessor with no offsets. The rent payments shall be made on the 5th day of each month and to Sub-Lessor at such time and place as directed by Sub-Lessor. All payments shall be due on the fifth calendar day of each month.

Sub-Lessee shall pay all rent promptly without: prior demand, deductions or set-offs, or relief from valuation or appraisement laws. For any rental payments or other payments required to be paid to Sub-Lessor by Sub-Lessee that are overdue by ten (10) days or more, Sub-Lessor may charge a late fee in an amount equal to ten percent (10%) of the amount overdue. Sub-Lessor shall have no obligation to accept less than the full amount of the overdue payments due, together with any interest and charges thereon that are due and owing by the Sub-Lessee to the Sub-Lessor. However, if Sub-Lessor accepts less than the full amount owing, then Sub-Lessor may apply the sums received toward any of Sub-Lessee's obligations in Sub-Lessor's sole discretion.

SECTION SIX
OPERATING EXPENSES

Sub-Lessor shall be responsible for all HVAC equipment, including maintenance, service, repairs and/or replacements thereof of non-tenant installed equipment. Sub-Lessor, at its cost and expense, shall keep the foundation, roof and exterior walls including the structure of the glass storefront of the leased premises in good order, repair and condition except to the extent that same is damaged as result of an act or omission on the part of the Sub-Lessee or Sub-Lessee's employees, agents, contractors,

invitees or licensees, in which event Sub-Lessee shall pay and be responsible for the repair and/or replacement. Sub-Lessee shall immediately notify Sub-Lessor when any repair and/or replacement need to be made in order to avoid additional damages. Sub-Lessor shall also be responsible for trash removal from the property, and Sub-Lessee share pay its respective share of said costs. Sub-Lessee's respective percentage share shall be the ratio of the square footage of space leased by Sub-Lessee to the total square footage of space in the building. Currently the percentage is 9.8%.

Sub-Lessee shall be obligated to keep all windows, window frames, doors, door frames, fixtures and skylights clean and in good order, repair and condition; further, Sub-Lessee shall be responsible for replacing glass that may be damaged or broken with glass of the same appearance, tint, clarity, finish and quality. In the event the glass storefront is damaged by Sub-Lessee's employee, agent, representative, contractor, sub-contractor, invitee or licensee, Sub-Lessee shall be solely responsible for the cost of making all necessary repairs and/or replacements to the glass storefront. Sub-Lessor shall have the right to select the contractor to perform the necessary repairs and/or replacements. In the event the glass storefront requires repair and/or replacement, Sub-Lessor will obtain two bids from contractors capable of performing said repairs and/or replacements and will use the lesser of the two bids. In the event the Sub-Lessee fails to comply with these provisions, then Sub-Lessor shall deem Sub-Lessee in default under the terms of this Sub-Lease and shall have the remedies provided hereunder.

Sub-Lessee shall have access to the roof of the property as may be necessary to install and maintain satellite dish or dishes for the purpose of receiving satellite television broadcast signals for televisions located within the restaurant. At no time shall any employee, agent, representative, contractor or subcontractor of Sub-Lessee have access to the roof of the property unless they are accompanied by an employee, agent or representative of the City of Columbus Parks and Recreation Department. The size, color and location of any such dishes shall be at the sole discretion of the Sub-Lessor.

Sub-Lessee and its suppliers shall have reasonable access to the loading dock for deliveries, emptying trash, and all other business-related activities.

Sub-Lessee shall be solely responsible for maintaining and keeping clean any and all areas where patrons of Sub-Lessee may sit or stand to consume food and/or beverage sold by Sub-Lessee as well as the service hallway, service area, and dumpster area located at the rear of the property. The prorated share of the cost of such maintenance shall be borne solely by the Sub-Lessee. In the event it becomes necessary for the Sub-Lessor to keep clean and maintain such areas, Sub-Lessee shall bear the costs associated therewith and reimburse Sub-Lessor for any expense paid therefor.

Sub-Lessee shall be responsible for paying of its respective share of reasonable recycling fees imposed by the City of Columbus Parks and Recreation Department, City of Columbus Sanitation Department and any and all other agency or agencies or entities of the City of Columbus for performing said services. Sub-Lessee's respective percentage share shall be the ratio

of the square footage of space leased by Sub-Lessee to the total square footage of space in the building. Currently the percentage is 9.8%.

SECTION SEVEN
UTILITIES

Sub-Lessee shall contract for all utility services required for the leased premises and be solely responsible for the payment thereof. Said utility services shall be in the name of Sub-Lessee. Sub-Lessee shall pay said utility expenses when due and on time. In the event Sub-Lessee fails to pay for any utility services for the leased premises and Sub-Lessor is required to pay for said service, Sub-Lessee shall reimburse Sub-Lessor immediately for the amount paid by Sub-Lessor. Failure by Sub-Lessee to pay for said utility services shall be deemed a default under this Sub-Lease.

Upon demand, Sub-Lessee shall deliver to Sub-Lessor receipts and other satisfactory evidence of payment for all utility services provided to the leased premises.

The Commons maintains an electrical sub-meter system for each tenant space. Monthly, the Commons Board or its designee will submit to the Sub-Lessee a monthly usage report along with the Commons Board's computation of Sub-Lessee's electrical usage for the preceding month. Sub-Lessee shall be responsible for paying its respective share of the costs. Water and Sewer usage shall be billed to Sub-Lessee based upon the square footage of The Commons Space the Sub-Lessee occupies. Sub-Lessee's respective percentage share shall be the ratio of the square footage of space leased by Sub-Lessee to the total square footage of space in the building. Sub-Lessor shall bill Sub-Lessee monthly for said water and sewer usage. Currently the percentage is 9.8%. Sub-Lessee shall pay all utility amounts due and owed within fifteen (15) days of receipt of same.

In addition, the Commons is a LEED certified building. Sub-Lessee shall not attach any equipment to the building, HVAC or other such system of the building without prior written consent of the Sub-Lessor. Furthermore, in the event it becomes necessary for the Sub-Lessee to obtain access to the building system the parties agree that the monthly rent will be adjusted accordingly to reflect the additional cost of services for The Commons, and Sub-Lessee will pay the additional cost of operating the HVAC and other such systems. The amount of additional cost will be negotiated by the Sub-Lessor and Sub-Lessee in the event that this additional cost is incurred. If the parties cannot reach an agreement, the parties will submit to mediation. Failure to reach agreement on this issue will not be considered an event of default.

Sub-Lessor shall arrange and grant necessary easements and access utility service providers to facilitate the installation, maintenance and repair of any and all services required on or in the leased premises.

SECTION EIGHT
TAXES

Sub-Lessee shall pay the real estate taxes and assessments levied against the leased premises. Sub-Lessee shall be solely responsible for the payment of its portion of said taxes and assessments based on its percentage of taxable space. Sub-Lessor shall notify as soon as practical the amount of Sub-Lessee's share for said taxes and assessments, and Sub-Lessee shall pay said amount by the due date established by Sub-Lessor, but in no event shall payment be required sooner than fifteen (15) days after receipt of the invoice. Failure of Sub-Lessee to pay the taxes and assessments when due shall be deemed a default under this Sub-Lease.

Sub-Lessee shall pay all personal property taxes, business taxes, license fees and assessments levied on or against Sub-Lessee's property and shall be solely responsible for the payment thereof.

In the event the Sub-Lessee sub-leases the property for less than a full calendar year, it shall be responsible for its prorated share of the real estate taxes as set forth above, personal property taxes, business taxes, license fees and assessments levied against the property during such portion of the year that the Sub-Lessee leased the property.

SECTION NINE
INSURANCE

Sub-Lessee shall insure the leasehold improvements and its personal property situated therein. Sub-lessee shall maintain general liability insurance in the amount of Two Million Dollars ($2,000,000.00)that includes liquor liability insurance in the amount of One Million Dollars ($1,000,000.00). Sub-Lessor shall be named as an additional insured on any and all insurance policies and be provided with copies thereof.

Sub-Lessee shall maintain workmen's compensation insurance in such amounts as are required under Indiana law and provide evidence of said insurance to Sub-Lessor.

Sub-Lessee shall hold Sub-Lessor harmless from all costs, duties and obligations resulting from any personal injury or death, property damage and any other acts occurring on the leased property, including acts or omissions by third parties while on the leased premises, caused by any act or omission by Sub-Lessee or its agents.

SECTION TEN
LIQUOR LICENSE

Sub-Lessee shall have the right to apply for any Riverfront Liquor License from the City of Columbus, the City of Columbus Redevelopment Commission and/or other such agency or entity of the City. Sub-Lessee shall pay and be responsible for any expense or fees associated with said license.

SECTION ELEVEN
EXAMINATION OF PREMISES

Sub-Lessee hereby acknowledges that it has examined the leased premises, surrounding property and any personal property situated in the leased premises prior to the execution of this Sub-Lease and is aware of the condition thereof and agrees that the property is in satisfactory condition.

Sub-Lessee hereby acknowledges that the Sub-Lessor has made no representations to the Sub-Lessee regarding the condition of the property except as otherwise provided for in this Agreement.

IT IS THE EXPRESSED AGREEMENT OF THE PARTIES THAT SUB-LESSEE IS LEASING THE PREMISES/PROPERTY AND ANY PERSONAL PROPERTY SITUATED THEREIN, IN AN "AS IS" CONDITION, WITH ALL FAULTS, WITH NO WARRANTIES, EXPRESSED OR IMPLIED.

SECTION TWELVE
CONDITION UPON DELIVERY AND IMPROVEMENT CONSTRUCTION

As stated above, Sub-Lessor is delivering the property to the Sub-Lessee as it presently exists and in an "AS IS" condition.

The Sub-Lessee shall have the right to make such modifications and/or alterations to the property; however, Sub-Lessee must first obtain the written consent of Sub-Lessor prior to the commencement of construction.

Said written consent will only be granted by the Sub-Lessor upon receipt of construction documents that shall include but not be limited to mechanical, electrical, plumbing, illustrations, and schematics of the proposed modifications and/or alterations of the property by Sub-Lessee. Said construction documents shall be prepared by a licensed and professional engineering firm and/or architectural firm. Sub-Lessee shall bear sole responsibility for any costs incurred in the creation or production of such construction documents.

Sub-Lessee shall not permit any liens or notices of intentions to hold any liens to be filed against the leased property and shall indemnify and

hold harmless Sub-Lessor from losses or expenses resulting from any such liens or notices thereof.

SECTION THIRTEEN
REPAIRS, ALTERATIONS, MODIFICATIONS AND SIGNAGE

Except for repairs to be performed by the Sub-Lessor specifically set forth in this Agreement, Sub-Lessee shall at its sole cost and expense: (i) keep the property and all improvements located in or on the property in a clean, neat, safe and in good working order, repair and condition; (ii) make all repairs, alterations, additions or replacements to the property as may be required by any State or local law, rule, ordinance or code; and (iii) paint and decorate the property as necessary or appropriate to comply the terms and conditions set forth herein.

If it becomes necessary or appropriate to replace any equipment or fixtures, Sub-Lessee shall: (i) replace such equipment and fixtures with new or completely recondition equipment or fixtures of the same quality; and (ii) repair all resulting damage from the replacement of such equipment and or fixtures.

Sub-Lessor shall commence repairs it is required to make pursuant to this Agreement as soon as is reasonably practical after receipt of written notice from the Sub-Lessee specifying the nature of the required repairs.

Except as otherwise provided in this Agreement, Sub-Lessor shall not be obligated to make repairs, replacements or improvements of any kind to, on or for the property or to, on or for any trade fixtures or equipment contained thereon and therein. All such repairs, replacements or improvements shall be the responsibility of the Sub-Lessee.

In the event the Sub-Lessee fails to perform its obligations under this Agreement, Sub-Lessor may perform such undertaking on behalf of the Sub-Lessee after written notice to the Sub-Lessee. In the event the Sub-Lessor performs such undertaking, Sub-Lessee shall reimburse Sub-Lessor for the full amount of costs and expenses incurred by the Sub-Lessor in connection with performing such obligations within fifteen (15) days after receipt of written notice of the amount from the Sub-Lessor. Failure of Sub-Lessee to reimburse Sub-Lessor as required will be deemed a default by Sub-Lessee under this Agreement.

SECTION FOURTEEN
DAMAGES

Sub-Lessee shall give prompt and timely notice to Sub-Lessor of damages to the property caused by natural disasters. Sub-Lessor shall begin work to repair such damage within thirty (30) days or such time as is reasonable under the circumstances. Until such damages are repaired, Sub-Lessee shall be entitled to an abatement of rent in an amount based upon the percentage of the space unusable due to the damages. Loss of access shall constitute 100% abatement of rent. Sub-Lessee shall maintain sufficient insurance coverage

to reimburse Sub-Lessor for the costs incurred by Sub-Lessor in connection with such repairs to tenant improvements.

In the event more than two-thirds (2/3) or sixty six percent (66%) of the property is destroyed by a natural disaster, Sub-Lessor shall have the option of refusing to repair or replace the property, and Sub-Lessee's duty to pay rent under this Sub-Lease shall terminate as of the date of the disaster. Sub-Lessee shall be liable for all cost of damages caused by negligence of Sub-Lessee, its agents, employees, assigns, invitees and licensees and there shall be no abatement of rent or termination of the Sub-lease for such damages.

SECTION FIFTEEN
CONDEMNATION

This Sub-Lease shall terminate in the event of a total condemnation of the property by an authorized governmental agency. A partial condemnation of the property may only terminate this Sub-Lease at the option of the Sub-Lessor, unless the partial condemnation has unreasonably restricted Sub-Lessee's ability to execute its concept, but if Sub-Lessor elects to continue this Sub-Lease, Sub-Lessee shall be entitled to a partial abatement of rent proportionate to the loss of use of the property suffered by the Sub-Lessee as a result of such condemnation.

Sub-Lessee and Sub-Lessor shall share any consequential damages awarded as a result of any eminent domain proceedings based on the percentage of space occupied by the Sub-Lessee.

SECTION SIXTEEN
DEFAULT AND REMEDIES

Each of the following shall be deemed a material breach of this Sub-Lease and a default by Sub-Lessee:

(a) Sub-Lessee's failure to pay any amount of rent when due;

(b) Sub-Lessee's failure to pay any other expenses required under this Sub-Lease when due;

(c) Sub-Lessee's failure to observe and perform any term or condition of this Sub-Lease, with respect to insurance, taxes, utilities or any other obligation hereunder, and the continuation of such failure for ten (10) days;

(d) Sub-Lessee's repeated failure to observe or perform any other term or condition of this Sub-Lease and the continuation of such failure for fifteen (15) days after Sub-Lessor delivers written notice to Sub-Lessee of such failure;

(e) Sub-Lessee's failure to pay all costs and expenses associated with the alteration or modification of the property;

(f) Liens being filed against the property and any improvements therein as a result of Sub-Lessee's failure to pay for any alteration or modification;

(g) The sale of Sub-Lessee's leasehold interest without the consent of Sub-Lessor;

(h) The adjudication of Sub-Lessee or all of its principals or all of its guarantors as bankrupt or insolvent;

(i) The making by Sub-Lessee of a general assignment for the benefit of its creditors;

(j) The appointment of a receiver for Sub-Lessee's property, if such appointment is not vacated and set aside within thirty (30) days from the date of such appointment;

(k) The appointment of a trustee or receiver for Sub-Lessee's property in a reorganization, arrangement, bankruptcy or any insolvency proceeding, if such appointment is not vacated or set aside within 30 days from the date of such appointment;

(l) Sub-Lessee's filing of a voluntary or involuntary petition for bankruptcy, reorganization or arrangement if such petition is not vacated within 30 days after the filing thereof; or

(m) Sub-Lessee's filing of an answer admitting bankruptcy or insolvency or agreeing to a reorganization or arrangement.

Notwithstanding anything to the contrary herein, Sub-Lessee shall have fifteen (15) days after receiving written notice to cure any default. Notwithstanding the preceding sentence, Sub-Lessor shall have no obligation to send written notice for default in payment of rent.

In the event Sub-Lessee defaults under the terms and conditions of this Sub-Lease, in addition to any of the other rights or remedies available to it at law or in equity, Sub-Lessor may exercise the following rights and remedies without further notice or demand;

(a) Terminate this Sub-Lease;

(b) Exercise its rights under Indiana law;

(c) Enjoin any failure of Sub-Lessee to perform any of its obligations under this Sub-Lease or specifically enforce the performance of such obligation;

(d) If Sub-Lessee has failed to perform any of its obligations under this Sub-Lease, other than the obligation to

pay rent, Sub-Lessor may perform the obligation Sub-Lessee has failed to perform. Such performance by Sub-Lessor of such obligation shall not be construed either as a waiver of the default of Sub-Lessee or of any other right or remedy or any term or condition of this Sub-Lease; or

(e) Immediately re-enter and take possession of the property, remove all persons and property therefrom, and store such property in a public warehouse or elsewhere at the sole cost and expense of the Sub-Lessee.

SECTION SEVENTEEN
SURRENDER PREMISES AND HOLDING OVER

Sub-Lessee shall promptly surrender the property to Sub-Lessor upon the expiration of this Sub-Lease or upon default by Sub-Lessee and this Sub-Lease has been terminated by Sub-Lessor. In the event Sub-Lessee occupies the property for any period of time subsequent to the expiration of this Sub-Lease, unless otherwise agreed to by the parties in writing, Sub-Lessee shall be responsible for paying to Sub-Lessor rent at the current rate plus ten percent (10%) of the amount of rent that was due during the term this Sub-Lease was in effect.

Sub-Lessee shall return the property to the Sub-Lessor in a "white box" condition upon the expiration of this Sub-Lease. The phrase "white box" shall mean clean and finished floors, ceiling, plumbing, restrooms, venting, HVAC, electrical wiring, anything permanently affixed to the building with no substantial repairs necessary at the time of such return. Expenses that Sub-Lessor incurs in connection with making any necessary repairs or restoration subsequent to Sub-Lessee's return of the property shall be at the sole expense and cost of the Sub-Lessee. Normal wear and tear are excluded.

Sub-Lessee shall acquire no right, title or interest to the property by holding the property after termination or expiration of this Sub-Lease. Sub-Lessor reserves the right to pursue legal action against Sub-Lessee to remove Sub-Lessee in the event of a holdover in violation of this sublease.

SECTION EIGHTEEN
PERSONAL GUARANTY

Timothy Rohrer and David Baker hereby agree to personally guaranty all payments due to Sub-Lessor from Sub-Lessee under this Sub-Lease Agreement as well as all other obligations owed by Sub-Lessee and the performance by Sub-Lessee of all terms, conditions, covenants and agreements under this Sub-Lease Agreement. Said individuals agree to each execute an Unconditional Guaranty at the time of execution of this Sub-Lease Agreement. Guarantors shall not assign the Unconditional Guarantee without the consent of the Sub-Lessor. Such consent shall not be unreasonably withheld.

SECTION NINETEEN
WAIVER AND RESERVATION BY SUB-LESSOR

Waiver by Sub-Lessor of any breach or default on part of Sub-Lessee under this Sub-Lease shall not be a waiver thereof or of any subsequent breach or default.

Sub-Lessor should have the right to enter the property at any reasonable time to inspect the property and make repairs, alterations or modifications as may be required after tenant has been notified in writing that access is necessary.

Sub-Lessor may, from time to time, issue rules and/or reasonable regulations with notice concerning the property and/or the operation or conduct of the business within the same. Sub-Lessee shall comply with all reasonable rules and/or regulations at all times.

SECTION TWENTY
ASSIGNMENT

This Sub-Lease may not be assigned without the consent of Sub-Lessor. Such consent shall not be unreasonably withheld.

SECTION TWENTY-ONE
REMEDIES FOR SUB-LESSOR AND SUB-LESSEE

Any and all remedies provided to Sub-Lessor or Sub-Lessee for the enforcement provisions of this Sub-Lease are cumulative and not exclusive.

Sub-Lessor and Sub-Lessee shall be entitled to pursue the rights enumerated in this Sub-Lease and/or remedies authorized by law.

Each party shall be liable for all reasonable costs and expenses incurred by the other party in enforcing any terms of this Sub-Lease including, but not limited to, attorney's fees and litigation expenses provided judgment is found in favor of the party requesting such costs, expenses, and fees.

SECTION TWENTY-TWO
MISCELLANEOUS

This Sub-Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the

date of this Sub-Lease shall not be binding upon either party except to the extent the same is incorporated into and set forth by this Sub-Lease.

Any modification of this Sub-Lease or additional obligation assumed by either party in connection with this Sub-Lease shall be binding only if evidenced in a writing signed by each party or their authorized representative(s).

This Sub-Lease shall bind and inure to the benefit of their respective officers, representatives, assigns, successors, heirs, and personal representatives of the parties.

It is specifically declared and agreed that time is of the essence with respect to this Sub-Lease.

This Sub-Lease will be made public and is part of the public domain.

The rights and remedies of Sub-Lessor and Sub-Lessee hereunder shall be cumulative, and no one of them shall be deemed or construed as exclusive of any other remedy or right hereunder, at law or in equity. The exercise of any one such right or remedy by Sub-Lessor or Sub-Lessee shall not impair its standing to exercise any other such right or remedy.

All prior representations, undertakings, and/or agreements by or between Sub-Lessor and Sub-Lessee with respect to the subject matter of this Sub-Lease have been merged into and expressed in this Sub-Lease. To the extent such prior representations, undertakings and/or agreements by and between Sub-Lessor and Sub-Lessee with respect to same have not been merged in or expressed in this Sub-Lease, they are hereby canceled.

Nothing contained herein shall be deemed or construed by Sub-Lessor, Sub-Lessee or any third party to create between Sub-Lessor and Sub-Lessee any relationship other than the relationship set forth in this Agreement.

The invalidity or unenforceability of any particular term or condition of this Sub-Lease shall have no effect upon any other condition or term in this Sub-Lease shall be construed in all respects as if such invalid or unenforceable term or condition shall not have been contained therein.

If Sub-Lessor breaches any obligation of reasonableness, then the remedies of Sub-Lessee shall include, but not be limited to, action for specific performance and/or an injunction to enforce such obligation. Sub-Lessee shall not be entitled to any monetary damages for, or in connection with, such breach on the part of the Sub-Lessor unless such breach is willful or in bad faith, in which case Sub-Lessee shall be entitled to all remedies otherwise available to it at law or in equity.

No waiver of any term or condition or breach of any term or condition of this Sub-Lease shall be deemed to constitute either a waiver of any subsequent breach or to justify or authorize a non-observance of any term or condition upon any occasion.

Acceptance of rent by Sub-Lessor at any time when Sub-Lessee is in default of any term or condition of this Sub-Lease shall not constitute a waiver of such default or any right or remedy of Sub-Lessor on account of such default.

No payment by Sub-Lessee or receipt by Sub-Lessor of a lesser amount than the total sum of rent due hereunder shall be deemed an unconditional and complete acceptance of such lesser amount in satisfaction of the total amount due.

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 of same. Sub-Lessor may accept any payment(s) without prejudice to the right(s) of Sub-Lessor to recover the balance of rent due or to pursue any other right or remedy in connection the same.

Each person executing this Sub-Lease represents and warrants that:

(a) he or she has been authorized to execute and deliver this Sub-Lease by the entity for which he or she is signing; and

(b) this Sub-Lease is valid and binding upon such entity and enforceable in accordance with its terms.

In the event of breach or default by Sub-Lessor, excluding any breach or default caused by gross negligence or willful misconduct of Sub-Lessor, Sub-Lessee shall look solely to the equity interest in the property then owned and/or leased by Sub-Lessor provided that in no event shall any deficiency judgment be sought or obtained against any individual, person or entity comprising Sub-Lessor.

Notwithstanding anything to the contrary set forth herein, if Sub-Lessor or Sub-Lessee is delayed in or prevented from observing or performing any of the respective obligations herein (other than the payment of any amount of money due hereunder) or satisfying a term or condition hereunder and such delay or prevention is 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, and availability of material, equipment, services or labor, utility or energy source shortages, or acts or omissions of public utility providers), then such delay or prevented observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented and the applicable deadlines for such observation, performance, or satisfaction shall be extended for the same period.

Whenever in this Sub-Lease a singular word is used, it shall include the plural wherever required by the context and vice versa

Whenever in this Sub-Lease the masculine pronoun is used, it shall include the feminine where required by the context and vice versa.

All references in this Sub-Lease to periods of days shall be construed to refer to calendar days and not business days unless otherwise specified.

All exhibits in this Sub-Lease are attached hereto and incorporated herein by reference.

SECTION TWENTY THREE
NOTICE

Any notices required to be given hereunder shall be deemed sufficient when in writing and (a) actually served on the party to be notified or (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the U.S. Mail, by certified or registered mail, postage prepaid:

Sub-Lessor:	City of Columbus Redevelopment Commission Director of Redevelopment 123 Washington Street Columbus, Indiana 47201
With copy to its Attorney:	Stanley A. Gamso LAWSON, PUSHOR, MOTE & GAMSO, LLC P. O. Box 764 Columbus, Indiana 47202-0764
City-Council:	President of City Council City Council of Columbus, Indiana 123 Washington Street Columbus, Indiana 47201
Sub-Lessee:	Jordy's Inc. P.O. Box 1647 Columbus, IN 47202-1647
With copy to its Attorney:	A. Nicole Parker 1325 Washington Street Columbus, IN 47201

Such addresses may be changed by either party by written notice.

SECTION TWENTY-FOUR
GOVERNING LAW, PROPER VENUE

This Sub-Lease shall be governed, construed and enforced in accordance with the laws of the state of Indiana.

In the event any litigation arises out of or is based upon the Sub-Lease or the relationship between the parties created by it, jurisdiction of

such litigation shall lie solely within the courts of Bartholomew County, Indiana.

SECTION TWENTY-FIVE
SECTION HEADINGS

The titles to the Sections and Paragraphs of this Sub-Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Sub-Lease.

EACH PARTY TO THIS SUB-LEASE AGREEMENT has caused same to be executed on the date first above written.

SUB-LESSOR
CITY OF COLUMBUS REDEVELOPMENT COMMISSION

By _____
Sarah Cannon, President

By _____
Frank Jerome, Vice-President

By _____
David Wright, Secretary

SUB-LESSEE
Jordy's Inc.

By _____
Timothy Rohrer, President

By _____
David Baker, Secretary

GUARANTORS

By _____
Timothy Rohrer

By _____
David Baker

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Sarah Cannon, President; Frank Jerome, Vice-President; and David Wright, Secretary, respectively, of City of Columbus Redevelopment Commission, Sub-Lessor, who acknowledged that they have the specific authority to execute the foregoing Sub-Lease Agreement on behalf of said Commission.

WITNESS my hand and Notarial Seal, this ____ day of _____, 2013.

_____
Notary Public

Resident of Bartholomew County, IN

My Commission Expires:

_____

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Timothy Rohrer, president of Jordy's Inc., an Indiana corporation, Sub-Lessee, who acknowledged that he has the specific corporate authority to execute the foregoing Sub-Lease Agreement on behalf of said corporation.

WITNESS my hand and Notarial Seal, this ____ day of _____, 2013.

_____
Notary Public

Resident of Bartholomew County, IN

My Commission Expires:

_____

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Timothy Rohrer, individually, as Guarantor, who acknowledged the execution of the foregoing Sub-Lease Agreement as his voluntary act and deed.

WITNESS my hand and Notarial Seal, this ____ day of _____, 2013.

_____
Notary Public

Resident of Bartholomew County, IN

My Commission Expires:

_____

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared David Baker, Secretary of Jordy's Inc., an Indiana corporation, Sub-Lessee, who acknowledged that he has the specific corporate authority to execute the foregoing Sub-Lease Agreement on behalf of said corporation.

WITNESS my hand and Notarial Seal, this ____ day of _____, 2013.

_____
Notary Public

Resident of Bartholomew County, IN

My Commission Expires:

_____

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared David Baker, individually as Guarantor, who acknowledged the execution of the foregoing Sub-Lease Agreement as their voluntary act and deed.

WITNESS my hand and Notarial Seal, this ____ day of _____, 2013.

_____
Notary Public

Resident of Bartholomew County, IN

My Commission Expires:

_____

ADOPTION BY CITY COUNCIL

The City Council for the City of Columbus, Indiana, having considered the Sub-Lease Agreement by and between the City of Columbus Redevelopment Commission, as Sub-Lessor, and Jordy's Inc., as Sub-Lessee, hereby adopts and passes Ordinance No. _____ approving same.

The authorized persons for said City Council hereby set their hands this _____ day of _____, 2013.

CITY COUNCIL FOR THE CITY OF
COLUMBUS, INDIANA

By _____
Kristen Brown, Mayor

ATTEST:

_____
LuAnn Welmer, City Clerk-Treasurer

This Instrument prepared by Stanley A. Gamso, #15167-03, LAWSON, PUSHOR, MOTE & GAMSO, LLC, P. O. Box 764, Columbus, Indiana, 47202-0764.

MASTER LEASE

THIS LEASE is entered into by the City of Columbus Commons Board ("Landlord") and City of Columbus Redevelopment Commission ("Tenant"), and in consideration of their mutual undertakings, they agree as follows:

RECITALS

1. The Commons property located at 300 Washington Street, Columbus, Indiana, which is owned by the City of Columbus and managed by the City of Columbus Commons Board, did enter into a Master Lease on or about February 1, 2011 with Columbus Downtown Inc. The City of Columbus Commons Board was known as the landlord and Columbus Downtown Inc. was known as the tenant.

2. The purpose of the Master Lease provided for a build out and management arrangement. Columbus Downtown Inc. selected tenants to occupy certain retail and food service spaces within the Commons and provided for the management and construction of said tenant spaces.

3. Said tenant spaces of the Commons are more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference, as Columbus Retail #1 through #6 (now occupied by Puccini's Smiling Teeth IX, Inc. and Scotty's Greenhouse, LLC) and Food Service #1 through #3 (now occupied by Larken & Company, LLC d/b/a Snappy Tomato (the "Premises").

4. Columbus downtown Inc. did enter four (4) subleases as set forth below:

   A. Puccini's Smiling Teeth IX, Inc. entered into June 8, 2011;
   B. Scotty's Greenhouse, LLC entered into June 6, 2011;
   C. Larken & Company, LLC d/b/a Snappy Tomato Pizza entered into October 24, 2011; and
   D. Subway Real Estate, LLC entered into November 14, 2011.

5. Columbus Downtown Inc. has notified the City of Columbus Commons Board of its intention to dissolve and terminate its original Master Lease and transfer or assign the above subleases to the City of Columbus Commons Board or its designee.

6. It is now the desire and intention of the City of Columbus Commons Board to accept assignment of the subleases from Columbus Downtown, Inc., and then enter into a Master Lease with, and assign the subleases to, the City of Columbus Redevelopment Commission.

IT IS NOW THEREFORE AGREED:

Term: The Master Lease shall be for a term commencing December 17, 2012, and ending on December 31, 2013. The Master Lease shall be renewed, amended or modified upon written mutual agreement of both parties under terms agreed upon by both parties.

The term set forth above shall automatically renew for an additional calendar year unless written notice of termination of this Master Lease is submitted by either party within 90 days of December 31 of each respective calendar year.

Management:

The City of Columbus Commons Board (hereinafter "Landlord") has approved assignment of the following subleases to the City of Columbus Redevelopment Commission (hereinafter "Tenant"):

1. Puccini's Smiling Teeth IX, Inc. entered into June 8, 2011.
2. Scotty's Greenhouse, LLC entered into June 6, 2011.
3. Larken & Company, LLC d/b/a Snappy Tomato Pizza entered into October 24, 2011.
4. Subway Real Estate, LLC entered into November 14, 2011.

Hereinafter ("Sub-Lessees")

All terms and conditions of said subleases shall remain unchanged from their original form.

Tenant shall assume management responsibilities and obligations for the above-listed subleases and shall be responsible for all day to day activities in the management of said leases. Tenant shall work with Sub-Lessees as necessary to ensure fulfillment of the terms, conditions and obligations of Landlord under said leases. Tenant shall also perform other such services as the Landlord may from time-to-time direct, in writing.

Sub-lessee's rental payments shall be made to the Tenant or its designee. Out of said funds, Tenant or its designee, shall be responsible for paying any and all expenses, maintenance and costs associated with the terms and conditions of said subleases.

Tenant shall provide Landlord with a monthly statement of expenses, maintenance and cost that Tenant shall have expended in the previous month on behalf of the landlord in fulfilling the terms and conditions of the subleases. The Tenant or its designee shall, not later than 10 days following the close of the preceding calendar month, provide a written report to the Landlord outlining revenue received under the subleases, and expenditures that Tenant made pursuant to the terms of these subleases and this agreement. Tenant shall then cause to be transferred to Landlord any remaining funds held by the Tenant and/or its designee.

The Tenant shall have the ability to hire any and all person, persons or entities reasonably necessary to fulfill the terms of this Master Lease. Any and all costs associated with such person(s) or entities shall be reasonable and customary for similar management work within this area and shall be borne by the Landlord.

Consideration: It is specifically agreed by and between the parties that the Landlord and Tenant herein are governmental entities or divisions thereof.

As such, there shall be no fee for management or brokerage fees associated with the administration of this sublease. The Consideration herein shall be the indemnity by Landlord against Tenant for negligent acts of the Tenant, its agents, assigns or designees.

Assignment and Subletting: Tenant shall not be entitled to assign this Lease in whole or in part without written consent by the Landlord. In the event a rental space in the Premises shall become vacant, Tenant or its designee shall sublease said rental space of the Premises for shopping, dining, arts and/or entertainment that will promote the Columbus Downtown as a destination for Columbus residents and visitors and do so in a way that in combination with other retail, dining, arts and entertainment in the area does the most to promote the goals of the City of Columbus Strategic Development Plan. Landlord shall approve, in writing, any prospective sub-lessee before a written sublease is entered into with Tenant.

Tenant shall generate an annual report of its activities to include copies of the sublease agreements and the Tenant's income statement and provide Landlord with a copy and file a copy with the Columbus City Clerk Treasurers Office on or before January 30th of each calendar year for the preceding calendar year. This Lease shall be subject to an audit by an auditor to be determined by Landlord on an annual basis or as determined and paid for by Landlord.

Use, Compliance with Laws, Signs: The Premises shall be used by Tenant only for the operation of such businesses as are permitted by applicable zoning ordinances and as approved by Landlord. Tenant or its designees, shall keep the Premises in a clean condition and shall conduct its business therefrom in a safe manner. Tenant shall use and maintain the Premises at all times in compliance with all legal requirements and Tenant shall not permit any nuisance to exist on the Premises and shall not commit waste thereon. Tenant may affix to the exterior of the Premises appropriate signage with the prior written consent of Landlord provided such signage is approved by all applicable governmental authorities. Tenant hereby accepts the Premises in their condition existing as of the date of the execution hereof.

Alterations and Maintenance of Premises: The Premises may be modified as is reasonably necessary to accommodate sublease needs without first obtaining the written consent of Landlord provided the Tenant is in compliance with all applicable legal requirements. The Landlord at its expense shall maintain and repair plumbing, electrical and mechanical equipment serving the Premises, as well as doors,

windows, interior walls, floor and ceiling surfaces not otherwise provided for in the subleases. Any and all costs associated with the renovation, relocation of utilities, structural changes to the demised premises or sub-leased spaces shall be the responsibility and obligation of the Landlord to approve. Landlord shall also be responsible for maintenance and repair of driveways, parking areas, sidewalks, landscaping, roof and exterior building surfaces.

Insurance; Indemnity:

1. *Liability Insurance.* Landlord shall obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than $1,000,000 for injury to or death of one person in any one accident or occurrence. Such insurance shall further insure Landlord against liability for property damage of at least $500,000. Tenant shall be named as an additional insured to the Landlord's liability policy.

2. *Waiver of Subrogation.* Tenant and Landlord each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured under any insurance policy in force at the time of such loss or damage. The insuring party shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

3. *Indemnity.* Landlord agrees to indemnify and hold harmless the tenant from any and all claims arising from a breach or default of the tenant's performance or obligations under the terms of this agreement. Said indemnification shall include but not be limited to attorney's fees, expenses of litigation, and any other costs or expenses arising as result of the litigation or damages that may be assessed by a third party against the landlord and/or the tenant if tenant should be so named as a party to any litigation.

   Similarly, landlord shall indemnify and hold tenant harmless from any and all liabilities and obligations arising because of a breach of a lease or leases that are presently being accepted by way of assignment under the terms of this agreement or any future leases that should be entered into for and on behalf of the landlord. Said indemnification shall include but not be limited to attorney's fees, expenses of litigation and any other costs and expenses arising from said litigation and/or damages.

Termination: Either party may terminate this Lease upon thirty (30) days written notice, except as otherwise provided herein. Absent agreement to the contrary, upon termination, the Sub-Leases will automatically revert back to the Commons Board

Access by Landlord to Premises. Landlord, its agents, prospective lessees, purchasers or mortgagees may inspect and examine the Premises at all reasonable times upon prior notice to Tenant.

Taxes:

1. *Payment of Taxes.*
   The Tenant shall pay all real property taxes (if any) applicable to the ownership of the Premises during the term of this Lease, not otherwise required to be paid by the Sub-Lessee's. All such payments shall be made at least ten (10) days prior to the delinquency date of such payment. If Tenant shall fail to pay any such taxes; Landlord or Tenant shall at the earliest time available, give notice to the other party that they are making the tax payment along with any costs associated with the late payment. Tenant will then assess a credit to the Landlord for any amount incurred and paid above the tax amount attributed to the lateness of the payment, and account for the credit on the monthly statement of expenses provided for under "Management" on page 2.

2. *Definition of "Real Property Tax".* As used herein, the term "real property tax" means any form of assessment, license fee, commercial rental tax, levy, penalty or tax (other than inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement district thereof, as against any legal or equitable interest of Landlord in the Premises or in the real property of which the Premises are a part, as against Landlord's right to rent or other income therefrom, or as against Landlord's business of leasing the Premises.

Utilities: Tenant shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Sub-Leased Premises, together with any taxes thereon, not required to be paid for by the Sub-Lessees under the their respective Sublease.

General Agreement of Parties:

1. *Building Charges.* Tenant will comply with all applicable laws, rules and regulations promulgated by any governmental authority having jurisdiction. The Tenant will observe all rules and regulations made by the Landlord which are delivered to the Tenant.

2. *Severability.* The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

3. *Incorporation of Prior Agreements; Amendments.* This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

4. *Notices.* Any notices to be given hereunder shall be deemed sufficiently given when in writing and (a) actually served on the party to be notified or (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail be certified or registered mail, postage prepaid:

If to Landlord: City of Columbus Commons Board
c/o Mayor
123 Washington Street
Columbus, IN 47201
(Copy to be sent by Mayor's office to President of Commons Board)

If to Tenant: City of Columbus Redevelopment Commission
President
123 Washington Street
Columbus, IN 47201

Such addresses may be changed by either party by written advice as to the new address given as above provided.

Waivers: No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

Binding Effect: Choice of Law: Subject to any provisions hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the 10 day of January, 2013, and if this Lease is executed in counterparts, each shall be deemed an original.

CITY OF COLUMBUS COMMONS BOARD ("LANDLORD")

By: _____
Kristen Brown, Mayor of City of Columbus

By: Sherry Stark
Sherry Stark, President of Commons Board

CITY OF COLUMBUS REDEVELOPMENT COMMISSION ("TENANT")

By: _____
Kristen Brown, President

STATE OF INDIANA)
) **SS:**
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Kristen Brown, and sherry stark and by me known to be the Mayor of the City of Columbus, who acknowledged that she has the specific authority by the City of Columbus Commons Board, pursuant to a signed Resolution, to execute the foregoing Master Lease on behalf of said Board.

WITNESS my hand and Notarial Seal, this 10th **day of** JANUARY, **2013.**

_____
Notary Public
Resident of Bartholomew County, IN

Beth A. Ostby
Printed Signature

My Commission Expires: ~~8-14-20~~ 8-22-14

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Kristen Brown, and by me known to be the President of the City of Columbus Redevelopment Commission who acknowledged that she has the specific authority to execute the foregoing Master Lease on behalf of said Commission.

WITNESS my hand and Notarial Seal, this 10th day of JANUARY, 2013.

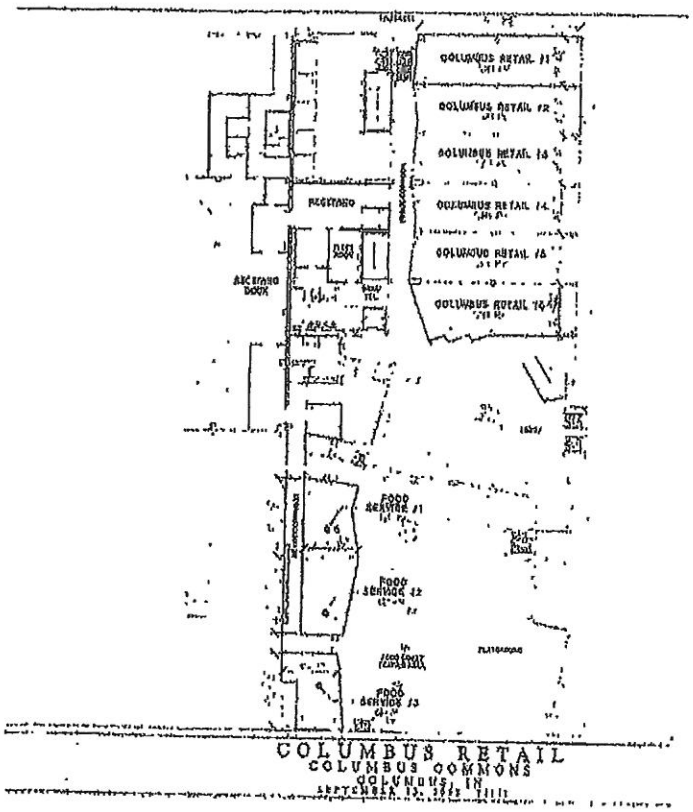
Heather M. Pope
Notary Public
Resident of Bartholomew County, IN

HEATHER M. POPE
Printed Signature

My Commission Expires: MAY 11, 2017

NOTARY PUBLIC SEAL STATE OF INDIANA
HEATHER M. POPE
Bartholomew County
My Commission Expires
May 11, 2017

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

Lot 2A – Third Replat of Redevelopment Project as recorded in Plat Book R, page 173C, Bartholomew County Recorders Office, Columbus, Indiana. Parcel ID: 03-95-24-340-001.300-005 as more particularly described in the diagram below referring to Columbus Retail #1 through #6 and Food Service #1 through #3 including attached clarifications labeled as "Floor Plans for Commons Retail Space and Foot Court" (the "Premises").