

JUL 11 2023

RESOLUTION 7, 2023

CITY CLERK

A Resolution of The Common Council City of Terre Haute Authorizing the Execution of a Lease Agreement by The Department of Redevelopment of The City of Terre Haute for Property Located at 900 Wabash Ave., Terre Haute, IN

WHEREAS, the Department of Redevelopment of the City of Terre Haute (“Redevelopment Commission”) is desirous of leasing space to house its offices; and

WHEREAS, Hulman Legacy Properties, LLC (“Landlord”) has available space in the building located at 900 Wabash Ave. which is well suited to the needs Redevelopment Commission; and

WHEREAS, other space in said building will be occupied by agencies with whom the Redevelopment Commission has regular dealings which will facilitate operations and coordination of redevelopment efforts for the City of Terre Haute; and

WHEREAS, the Redevelopment Commission has completed negotiations for the lease of 995 square feet of office space together with 1654 square feet of shared space in said facility as more particularly described in the proposed form of Lease submitted to the Council; and

WHEREAS, the Redevelopment Commission conducted a public hearing regarding said Lease on July 12, 2023, 10 days after publication of notice of said hearing as required by law, and found that the Lease complied with the requirements of Indiana law regarding its terms, that the Lease was being made for fair value, that the services to be provided throughout the term of the Lease would serve the public purposes of the Department of Redevelopment of the City of Terre Haute, the City of Terre Haute and its residents, does not create a debt of the unit for purposes of the Constitution of the State of Indiana and that the terms of the Lease were fair and reasonable; and

WHEREAS, the Redevelopment Commission authorized the execution of the Lease the subject to the approval of the Lease by the Common Council of the City of Terre Haute pursuant to Indiana Code 36-7-14-25.2 and §36-1-10 et seq. at a meeting held on July 12, 2023 following said hearing; and

WHEREAS, the Lease includes the following terms and provisions:

Landlord: Hulman Legacy Properties, LLC, 3200 Haythorne Ave., Terre Haute, IN 47805

Location of the Leased Premises: 900 Wabash Ave., Terre Haute, IN, 47807

Proposed Leased Premises: approximately 2649 ft.² including approximately 995 ft.² of private office area and 1654 ft.² of shared space. Tenant shall have access to certain access areas and 4 parking spaces.

Term of Proposed Lease: 5 years

Options: Tenant has one option to extend the Lease for a term of 5 years.

Security Deposit: one month's rent.

Rent: \$16 per square foot per year payable in monthly installments during the initial term. \$18.50 per square foot per year payable in monthly installments.

Tenant shall also be responsible for certain utilities and janitorial services and insurance.

NOW Therefore, the Common Council of the City of Terre Haute finds and determines that the Lease complies with the requirements of Indiana law regarding its terms, that the Lease is being made for fair value, that the services to be provided throughout the term of the Lease would serve the public purposes of the Department of Redevelopment of the City of Terre Haute, the City of Terre Haute and its residents, does not create a debt of the unit for purposes of the Constitution of the state of Indiana, and that the terms of the Lease are fair and reasonable;

It Is, Therefore, Resolved that the proposed Lease of the space at 900 Wabash Ave. is hereby approved and the Department of Redevelopment of the City of Terre Haute is authorized to proceed with the execution and delivery of the Lease and performance in accordance with its terms.

Presented by:

Martha Crossen
Councilperson Martha Crossen

Passed in open Council this 3rd day of August, 2023

Cheryl Loudermilk
Cheryl Loudermilk, President
Curtis DeBour

ATTEST: Michelle Edwards, City Clerk
Michelle Edwards

Presented by me to the Mayor this 4th day of August, 2023

Michelle Edwards
Michelle Edwards, City Clerk

Approved by me, the Mayor, this 4th day of August, 2023

Duke Bennett
Duke Bennett, Mayor
City of Terre Haute

ATTEST: Michelle Edwards

Michelle Edwards, City Clerk

I prepared the foregoing instrument and I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Louis F. Britton
COX, ZWERNER, GAMBILL & SULLIVAN, LLP
511 Wabash Avenue, Terre Haute, IN 47807
Phone: (812) 232-6003

LEASE

This agreement effective the ___ day of _____ 202___, by and between **Hulman Legacy Properties, LLC** (the "Landlord") and **Terre Haute Department of Redevelopment** (the "Tenant").

WHEREAS, Landlord is the owner of the building at 900 Wabash Avenue, Terre Haute, Indiana;

WHEREAS, Tenant desires to lease from Landlord and Landlord is willing to lease to Tenant, upon the terms set forth herein, approximately 2,649 square feet, being 995 square feet of private office area and 1,654 square feet of shared space (described below) more particularly depicted in olive (private office area) and in teal (shared space) upon Exhibit A attached hereto (the "Premises").

NOW THEREFORE, Landlord and Tenant agree as follows:

1. Lease: Landlord does lease to Tenant the Premises, and Tenant does herewith accept such Premises and let the same from Landlord, all upon the terms and conditions and for the consideration herein described.
2. Term: The term of this lease shall be for a period of five (5) years, from and after the earlier of the date Tenant opens to the public for business or September 1, 2023 the "Effective Date". Unless Tenant shall be in default in the payment of rent or in the performance of any other covenant and condition of this lease, the tenant shall have an option to extend the lease by one successive five (5) year period which five (5) year option shall automatically be deemed exercised unless Tenant provides Landlord 180 days prior written notice of Tenant's desire not to renew.
3. Security Deposit: Tenant shall submit a Security Deposit in an amount equal to one month's rent upon the Effective Date. This deposit will be held for the duration of the lease and returned, minus monetary obligations of Tenant; and cost of repairs beyond normal wear and tear, upon completion of tenancy.
4. Consideration:
The Premises (being 2,649 square feet, being 995 square feet of private office area and 1,654 square feet of shared space).

The agreed rental for the term of this lease is:

\$16.00/square foot/year

Option Years

\$18.50/square foot/year

Monthly Rent, being 1/12th of the annual rent, will be due on the Effective date (prorated if it is other than the 1st day of a month) and the first of each subsequent month for the duration of the Lease. Rent is payable by mail to Hulman Legacy Properties, LLC at 3200 Haythorne Avenue, Terre Haute, IN 47805. The rental obligation of Tenant shall be deemed delinquent if any given monthly installment is not received by Landlord by the fifth day of the month to which it is applicable. Tenant shall pay a late charge equal to five per cent (5 %) per annum interest on any rent unpaid after the fifth of the month.

5. Utilities, Shared Space and Common Areas. Landlord shall pay for electricity, natural gas, water, sewer, data and trash service. Tenant shall pay for all other utility charges and such other utilities shall be in Tenant's name. Tenant and its employees and invitees shall have access to such hallways necessary or appropriate to reach the Premises from the front door on the West side of the building and the back door on the East side of the building (with the public restroom on the first floor, the "Common Areas"). Landlord shall pay Common Area Maintenance (CAM) expenses including cleaning of Common Areas; weekly garbage collection currently contracted with Republic Services or its successor or assigns; and snow removal as needed following two or more inches of snow with parking area on the east side of the building cleared on snow days. Tenant shall be responsible for placing all refuse in the Trash receptacles provided by Landlord. No food waste or other waste susceptible of producing odor or attracting pests or insects shall remain in the Premises when Tenant is not open for business. The sidewalks, entries, passages, and any Common Area shall not be obstructed or used for any other purpose than ingress and egress.

The area shown in teal on Exhibit A (the "Shared "Space") shall be allocated as shared space by and between the Terre Haute Economic Development Corporation, the Terre Haute Area Metropolitan Planning Organization, the Terre Haute Department of Redevelopment and Western Indiana Workforce Investment Board allocated in proportion to the private office space of each entity as follows:

	Private Office Area	% of Total	Common Area % Share	Total SF
Terre Haute Economic Development Corporation	700	23%	1164	1864
Terre Haute Area Metropolitan Planning Organization	383	13%	637	1020
Terre Haute Department of Redevelopment	995	33%	1654	2649
Western Indiana Workforce Investment Board	941	31%	1565	2506
	3019		5020	8039

6. Insurance. Landlord shall pay and be responsible for general casualty insurance covering the full replacement value of all improvements. Tenant agrees to carry commercial general liability insurance on the Premises during the Lease Term, covering the Tenant and naming the Landlord as additional insured and shall be endorsed to provide Landlord with no less than thirty (30) days prior written notice of cancellation or non-renewal, with terms and companies reasonably satisfactory to Landlord, on an occurrence form with a limit of not less than One Million Dollars (\$1,000,000) for any one (1) occurrence and Two Million (\$2,000,000.00) in the aggregate. Tenant shall also carry insurance on Tenant's merchandise, trade fixtures, furnishings, equipment and all items of personal property of Tenant, including any and all Tenant improvements and betterments located on or within the Premises, on a special perils basis, including without limitation, plate glass insurance covering all plate glass in the Premises (including store fronts), in amounts not less than the actual replacement cost basis. Tenant's insurance policy(ies) shall be written with insurers licensed to do business in the state in which the Premises is located, in a form satisfactory to Landlord, and shall carry Standard & Poor's rating of at least A. Tenant's insurance policies shall also be endorsed to reflect that the coverage to be afforded to the additional insured shall be primary and non-contributory with any other liability insurance available to the additional insured. Annually, Tenant shall provide Landlord with Certificate(s) of Insurance.

7. Indemnification by Tenant. Tenant shall save harmless, indemnify, and at Landlord's option, defend Landlord, its agents and employees, and mortgagee, if any, from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Tenant's use, occupancy, management or control of the Premises or Tenant's operations, conduct or activities in the Premises, excluding those claims arising from Landlord's negligent acts or omissions. Provided, however, that it is understood and agreed that Tenant is a governmental entity under Indiana's Tort Claims Act (I.C. 34-13-3), and that nothing in this Agreement shall be construed as a waiver of any rights, liability limits, or defenses otherwise applicable under the Act.

8. Real and Personal Property Taxes. Tenant shall pay, when due, all personal property taxes associated with the premises and the business operated thereon and provide Landlord proof of such payments. Landlord shall pay all real property taxes associated with the Building and the Premises.

9. Tenant Improvements. Tenant shall pay and be responsible for all Tenant improvements or build out pursuant to a scope of work mutually and reasonably agreed upon by Landlord and Tenant.

10. Tenant Access Prior to the Effective Date. From the date hereof, Tenant may have access to the Premises and the Common Areas for the purposes of completing Tenant's improvements. All material, tools and equipment necessary or appropriate for the completion of the Tenant's improvements shall be and remain within the Premises and Tenant shall i.) not store or allow to be set within the Common Areas material, tools and equipment; and ii.) allow no dust, fumes or debris into the Common Areas.
11. Signage. Tenant shall, at Tenant's expense, install and keep in good condition all of Tenant's signage. Tenant may place signage upon the façade provided such signage and the signage location is approved, in writing, by Landlord in Landlord's reasonable discretion. All signage shall, at Tenant's sole cost and effort, comply with all State and local rules, ordinances and regulations.
12. Premises Janitorial Services. Tenant shall be responsible for, at its sole cost and expense, all janitorial services upon the private office area and shall jointly and severally be responsible for the janitorial services of the shared space with the other users thereof.
13. Parking. Tenant, its employees and invitees may park either upon surface parking or in the parking garage across 9th Street, or a combination thereof, as directed by Landlord, without charge, for up to 4 spaces.
14. Use and Continuous Operations. From and after the Effective Date, Tenant shall be and remain open for business during business hours consistent with standard business offices in the City of Terre Haute. Tenant shall use the Premises solely as a business office or business meeting space, unless another use is consented to, in writing, by Landlord in Landlord's reasonable discretion. In no event shall the Premises be used for the sale of doughnuts, breakfast foods or for the sale of coffee.
15. Interior Surfaces. Without the prior written consent of Landlord, the Tenant shall not mark, paint, drill into, or in any way deface the walls, ceilings, partitions, floors, wood, stone, or iron work. The Building and the Premises are of historical significance to not only the Landlord, but to the City of Terre Haute. It is therefore recognized and agreed that while Landlord shall use its reasonable discretion in granting or withholding its consent hereunder, such decision of Landlord under this Section 15 shall involve the historical significance of the Building and the Premises.

16. Increased Insurance Cost Due to Use. The Tenant shall not do or permit anything in the premises or bring or keep anything in them that shall in any way increase the rate of fire insurance on the building or on the property kept in it or obstruct or interfere with the business of the Landlord or other occupants conducted on the premises or conflict with the regulations of the Fire Department or within the insurance policy upon the building or any part of it or with any rules or ordinances established by the Board of Health or other by governmental authorities. The Tenant shall not use any other method of heating than that supplied by the Landlord.

17. Landlord's Agreement to Maintain Premises: The Landlord agrees to maintain the roof, windows, doors, structural components, HVAC, electrical and plumbing on the premises, except with respect to the negligent or intentional acts of Tenant, its employees or invitees (for which Tenant shall, at Tenant's cost, be responsible).

18. Assignment:

- a. Tenant shall make no assignment of this lease without the express written consent of the Landlord.
- b. Tenant shall make no sublease of this lease without the express written consent of Landlord; provided that Landlord shall not unreasonably withhold such consent once it has at its sole discretion reasonably determined the subTenant is acceptable to it for financial responsibility and as being of experience in the permitted uses allowed on the premises and of good reputation and character.
- c. Any such assignment or any such subletting shall not relieve Tenant of any liability for the total agreed rental due hereunder nor from Tenant's obligation to perform all the covenants herein contained.

19. Compliance With Laws and Ordinances:

- a. Tenant agrees to strictly comply with all pertinent laws, ordinances, statutes and regulations whatsoever, of any governmental body or subdivision, incident to its occupancy of the premises and its uses thereof.
- b. Tenant further represents, covenants and warrants that it will indemnify and hold Landlord harmless for any loss, cost, or expense whatsoever, directly or indirectly resulting or occasioned to Landlord by (1) the injury to or destruction of life or property resulting from the use and occupancy of the premises by Tenant (including, but not limited to, its own agents, servants, employees, independent contractors, invitees, or licensees, unless caused by Landlord's negligence or act or omission of Landlord, its agents, servants, or employees, independent contractors, invitees, or licensees, or (2) any loss, cost or expense occasioned to Landlord and resulting either directly or indirectly to the building structure or on its

abutting real property from the negligence or act or omission of Tenant, its employees, servants, agents, independent contractors, invitees or licensees.

20. Covenant of Possession:

- a. Landlord hereby warrants Tenant's peaceful and quiet possession of the Premises against all parties claiming adverse thereto by or under Landlord whomsoever.
- b. Should the Premises be damaged by fire or other cause which is the result of negligence of Landlord, its agents, servants or employees, or should the same be damaged by the elements, then Landlord shall repair all damage to the Premises, including any tenant improvements, as delivered and leased and shall restore the same to such conditions as existed prior to the aforesaid damage. Further:
 - (1) Should the entire premises or the greater portion thereof be unusable and the Tenant would be reasonably required to close its operations during the making of such repairs, the rent shall abate during such period while Landlord is making such repairs and such operations shall have ceased and the Premises be closed entirely to Tenant; or
 - (2) If, however, Tenant shall continue to operate the premises during the making of such repairs, but shall have lost the use of a substantial portion thereof, then the rental shall be adjusted and prorated in that proportion which the area of so-called lost or unusable leased space bears to the total leased space for the period during which Landlord is making repairs and the said space is unusable.
 - (3) If damage or destruction to the premises is such that the same cannot be restored within one hundred twenty (120) days, then this lease may be terminated at Landlord or Tenant option.
 - (4) If such damage is due to the fault of Tenant, there shall be no apportionment or abatement of rent, nor shall Tenant have any option to terminate;
 - (5) No damages shall accrue against Landlord for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord, nor for any delay for any other cause reasonably beyond Landlord's control.

21. Tenant's Care of Premises and Alterations:

- a. Tenant shall not make any permanent or fixed alterations in or additions or improvements to the Premises without the express written consent of Landlord.
- b. Tenant shall take good care of the Premises and fixtures therein and at the expiration or earlier termination or cancellation of this lease, shall

surrender the Premises and fixtures in as good condition as of the time of delivery, subject only to reasonable wear and tear. At Lease termination, Tenant may remove Tenant's personal property. All injury to the building or fixtures caused by moving the property of Tenant or its agents in or out or any and all breakage or other injury whatsoever done by Tenant, its agents, servants, employees, independent contractors, licensees, invitees or visitors, as well as any damage done by water, steam, electricity, fire or other substance due to the neglect of the aforesaid, may be repaired by Landlord at the expense of Tenant and shall become due and payable upon delivery of a statement of such costs by Landlord to Tenant or mailing the same, postage prepaid, to Tenant at its last known address.

- c. All alterations, additions or improvements upon or affixed to or in the Premises (including but not limited to anything bolted, nailed, plumbed or otherwise secured in a manner customarily deemed to be permanent) shall be deemed to be a fixture inuring to the building and shall in any event remain upon the Premises and be surrendered at the end of the lease.
- d. Tenant shall not use the Premises in any manner which shall invalidate or be in conflict with fire insurance policies covering the building, or increase the rate of fire insurance on the building, over that in effect prior to this lease. If, by reason of failure of Tenant to comply with the provisions of this subparagraph, the fire insurance rate shall at the beginning of this lease or at any time thereafter be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional rent hereunder, for that part of all fire insurance premiums hereafter paid by Landlord, which shall have been charged because of such failure or use by Tenant, and shall make such reimbursement within ten (10) days of receiving an invoice from the Landlord.
- e. The Landlord shall not be liable for any damage to any property or person at any time in the leased premises or building from gases or electricity or from any water, rain, or snow, whether they may lead into, issue, or flow from any part of said building or from pipes or plumbing works of the same or from any other place or quarter, unless damage is due to Landlord's negligence or act or omission of Landlord, its agents, servants, or employees. The Tenant shall give to the Landlord or its agent prompt written notice of any accident to or defect in the water pipes, warming apparatus, or electric wires, which are known to Tenant and the same will be remedied by the Tenant with due diligence.
- f. The Tenant shall be provided with entry keys to the front and rear doors of the Building. Additional keys, if needed, will be copied from those provided at the cost of the Tenant. The Tenant will maintain responsibility for all keys and the cost of any copies made thereof, and will return originals and all copies at the end of this lease or its renewals. Landlord shall retain a copy of such keys for the purposes of Landlord

access under Section 24. Tenant shall be provided with access and non-exclusive control over alarm system(s) at entrances to the Building.

22. Loss and Damage: All personal property of any kind that may be on or about the Premises shall be at the sole risk of Tenant, and Landlord shall have no liability to Tenant from any theft thereof. Landlord or its agents, servants or employees shall not be liable for any injury, loss or damage to any persons or property on or about the Premises from any other cause of whatsoever nature, unless the same is caused by or due to negligence or misconduct of Landlord, and Tenant shall save Landlord harmless and indemnify it against such injury, loss or damage, or claim or liability thereof arising from any omission, neglect or default of Tenant.

23. Eminent Domain:

- a. If the whole of the Premises shall be taken or condemned or purchased in lieu thereof by any competent authority for any public or quasi-public use or purpose, then, and in that event, the term of this lease shall cease and terminate from the time when the possession shall be required for such use or purpose. The rent shall in such case be apportioned to the date of such taking or purchase, as the case may be.
- b. Landlord and Tenant hereby agree that any award or proceedings resulting from a condemnation or sale in lieu thereof of the whole or part of the Premises shall be apportioned between Landlord and Tenant

24. This Access to Premises:

- a. Landlord or Landlord's agents shall have the right to enter the Premises at all reasonable times to examine the same and to show the Premises to prospective purchasers, mortgagers, or (within the last 2 months of the Term) tenants of Landlord, to make such repairs as Landlord may deem necessary or desirable; and to address emergency situations which may occur upon the Premises.
- b. Landlord and all other tenants in the building (if applicable), and their respective guests, invitees and employees shall have access or ingress and egress in and to the Common Areas.

25. Notices:

- a. Any notice which Landlord may desire to be required to give to Tenant shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by certified or registered mail, addressed to Tenant at the Premises, and any notice which Tenant may desire or be required to give Landlord shall be deemed sufficiently given or rendered if, in writing, sent by certified registered mail, addressed to Landlord at 3200 E. Haythorne Avenue, Terre Haute, Indiana 47805, or such other place as Tenant or Landlord may from time to time designate in writing.

26. Default, Remedies and Measure of Damages. A. Each of the following shall be an event of default under this Lease (each, an "Event of Default"):
- (i) If any representation or warranty of Tenant set forth in this Lease is false in any material respect, or if Tenant renders any statement or account which is false in any material respect;
 - (ii) If any monthly rental due under this Lease is not paid within five days after the date when due twice in any one year period;
 - (iii) If any other amount owing under this Lease is not paid when due and such failure continues for ten (10) days or more after written notice from Landlord;
 - (iv) If Tenant fails to pay, prior to delinquency, any taxes, assessments or other charges, the failure of which to pay will result in the imposition of a lien against the building or premises, where the same has not been cured after written demand and a 5 business day opportunity to cure;
 - (v) If Tenant becomes insolvent within the meaning of the Code, files or notifies Landlord that it intends to file a petition under the Code, initiates a proceeding under any similar law or statute relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (collectively, an "Action"), becomes the subject of either a petition under the Code or an Action, or is not generally paying its debts as the same become due;
 - (vi) If Tenant vacates or abandons the Premises other than in accordance with the provisions of this Lease;
 - (vii) If Tenant shall fail to maintain insurance in accordance with the requirements of this Lease where the same has not been cured after written demand and a 5 business day opportunity to cure;
 - (viii) With respect to any term, covenant or provision set forth herein which specifically contains a notice requirement and/or cure period, if Tenant shall be in default under such term, covenant or condition after the giving of such notice and/or (as applicable) the expiration of such cure period;
 - (ix) If Tenant fails to observe or perform any of the other covenants, conditions, or obligations of this Lease; provided, however, if any such failure does not involve the payment of any monetary sum, is not willful or intentional, does not place any rights or property of Landlord in immediate jeopardy, and is within the reasonable power of Tenant to promptly cure after receipt of notice thereof, then such failure shall not constitute an Event of Default hereunder, unless otherwise expressly provided herein, unless and until Landlord shall have given Tenant notice thereof and a period of 15 days shall have elapsed, during which period Tenant may correct or cure such failure, upon failure of which an Event of Default shall be deemed to

have occurred hereunder without further notice or demand of any kind being required. If such failure cannot reasonably be cured within such 15-day period, and Tenant is diligently pursuing a cure of such failure, then Tenant shall have a reasonable period to cure such failure beyond such 15-day period, which shall in no event exceed 45 days after receiving notice of such failure from Landlord. If Tenant shall fail to correct or cure such failure within such 45-day period, an Event of Default shall be deemed to have occurred hereunder without further notice or demand of any kind being required;

B. Upon the occurrence of an Event of Default, with or without notice or demand, except the notice prior to default required under certain circumstances by subsection A. above or such other notice as may be required by statute and cannot be waived by Tenant (all other notices being hereby waived), Landlord shall be entitled to exercise, at its option, concurrently, successively, or in any combination, all remedies available at law or in equity, including without limitation, any one or more of the following:

(i) To terminate this Lease, whereupon Tenant's right to possession of the Premises shall cease and this Lease, except as to Tenant's accrued liability, shall be terminated.

(ii) To reenter and take possession of the Premises and to expel Tenant and those claiming under or through Tenant, without being deemed guilty in any manner of trespass or becoming liable for any loss or damage resulting therefrom, without resort to legal or judicial process, procedure or action. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. If Tenant shall, after default, voluntarily give up possession of the Premises to Landlord, deliver to Landlord or its agents the keys to the Premises, or both, such actions shall be deemed to be in compliance with Landlord's rights and the acceptance thereof by Landlord or its agents shall not be deemed to constitute a termination of this Lease. Landlord reserves the right following any reentry and/or reletting to exercise its right to terminate this Lease by giving Tenant written notice thereof, in which event this Lease will terminate as specified in said notice.

(iii) To bring an action against Tenant for any damages sustained by Landlord or any equitable relief available to Landlord.

(iv) To relet the Premises or any part thereof for such term or terms (including a term which extends beyond the original Lease Term or the then-current extension term, as the case may be), at such rentals and upon such other terms as Landlord, in its reasonable discretion, may determine, with all proceeds received from such reletting being applied to the rental and other sums due from Tenant in such order

as Landlord may, in its reasonable discretion, determine, which other sums include, without limitation, all repossession costs, brokerage commissions, attorneys' fees and expenses, employee expenses, alteration, remodeling and repair costs and expenses of preparing for such reletting. Except to the extent required by applicable law, Landlord's obligation to mitigate its damages shall be limited to the use of reasonable efforts to relet the Premises or any part thereof using reasonable practices. Landlord reserves the right following any reentry and/or reletting to exercise its right to terminate this Lease by giving Tenant written notice thereof, in which event this Lease will terminate as specified in said notice.

(v) To recover from Tenant all rent and other monetary sums then due and owing under this Lease.

(vi) To recover from Tenant all costs and expenses, including attorneys' fees, court costs, expert witness fees, costs of tests and analyses, travel and accommodation expenses, deposition and trial transcripts, copies and other similar costs and fees, paid or incurred by Landlord as a result of such breach, regardless of whether or not legal proceedings are actually commenced.

(vii) To immediately or at any time thereafter, and with or without notice, at Landlord's sole option but without any obligation to do so, correct such breach or default and charge Tenant all costs and expenses incurred by Landlord therein. Any sum or sums so paid by Landlord, together with interest at the rate of 5% per annum, shall be deemed to be Additional Rental hereunder and shall be immediately due from Tenant to Landlord. Any such acts by Landlord in correcting Tenant's breaches or defaults hereunder shall not be deemed to cure said breaches or defaults or constitute any waiver of Landlord's right to exercise any or all remedies set forth herein.

(viii) To immediately or at any time thereafter, and with or without notice, except as required herein, set off any money of Tenant held by Landlord under this Lease against any sum owing by Tenant.

(ix) To seek any equitable relief available to Landlord.

All powers and remedies given by this Section to Landlord, subject to applicable law, shall be cumulative and not exclusive of one another or of any other right or remedy or of any other powers and remedies available to Landlord under this Lease, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements of Tenant contained in this Lease, and no delay or omission of Landlord to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any other or subsequent Event of Default or impair any rights or remedies consequent thereto. Every power and remedy given by this Section or by law to Landlord may be exercised from time to time, and as

often as may be deemed expedient, by Landlord, subject at all times to Landlord's right in its sole judgment to discontinue any work commenced by Landlord or change any course of action undertaken by Landlord.

If Tenant shall fail to observe or perform any of its obligations under this Lease or in the event of an emergency, then, without waiving any Event of Default which may result from such failure or emergency, Landlord may, but without any obligation to do so, take all actions, including, without limitation, entry upon the Premises to perform Tenant's obligations, immediately and without notice in the case of an emergency and upon five days written notice to Tenant in all other cases. All expenses incurred by Landlord in connection with performing such obligations, including, without limitation, reasonable attorneys' fees and expenses, together with interest at the Default Rate from the date any such expenses were incurred by Landlord until the date of payment by Tenant, shall constitute Additional Rental and shall be paid by Tenant to Landlord upon demand.

27. Liens; Mortgages, Subordination and Attornment. A. Landlord's interest in this Lease and/or the Premises shall not be subordinate to any liens or encumbrances placed upon the Premises by or resulting from any act of Tenant, and nothing herein contained shall be construed to require such subordination by Landlord. Tenant shall keep the Premises free from any liens for work performed, materials furnished, equipment or services provided or obligations incurred by Tenant. NOTICE IS HEREBY GIVEN THAT, UNLESS LANDLORD'S PRIOR WRITTEN CONSENT IS OBTAINED, TENANT IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST, DEED TO SECURE DEBT, SECURITY INTEREST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PREMISES OR TENANT'S LEASEHOLD INTEREST IN THE PREMISES, AND ANY SUCH PURPORTED TRANSACTION SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED A TORTIOUS INTERFERENCE WITH LANDLORD'S RELATIONSHIP WITH TENANT AND LANDLORD'S OWNERSHIP OF THE PREMISES.

B. Tenant agrees that this Lease at all times shall be subordinate to the lien of any mortgages, deeds to secure debt and trust deeds now or hereafter placed upon the Premises by Landlord, and Tenant covenants and agrees to execute and deliver, upon demand, such further instruments subordinating this Lease to the lien of all such ground leases, mortgages, deeds to secure debt or trust deeds as shall be desired by Landlord, or any present or proposed mortgagees or lenders under deeds to secure debt or trust deeds provided Tenant is provided a non-disturbance agreement reasonably acceptable to Tenant.

C. Tenant shall execute and deliver a commercially reasonable subordination, non-disturbance and attornment agreement (“SNDA”) required for such purposes, and Tenant shall do so within 10 days after demand and delivery of the same executed by Landlord’s Lender.

D. In the event any purchaser or assignee of lender at a foreclosure sale acquires title to the Premises, or in the event Lender or any assignee otherwise succeeds to the rights of Landlord as landlord under this Lease, Tenant shall attorn to such lender or such purchaser or assignee, as the case may be (a “Successor Landlord”), and recognize the Successor Landlord as Landlord under this Lease all as shall be described in the above mentioned SNDA, and this Lease shall continue in full force and effect as a direct lease between the Successor Landlord and Tenant, provided that the Successor Landlord shall only be liable for any obligations of the Landlord under this Lease which accrue after the date that such Successor Landlord acquires title, and further provided that Tenant’s rights under this Lease shall not be disturbed subject to the provisions of this Lease.

E. Landlord’s Security Interest. For the purpose of securing the payment and performance of Tenant’s obligations under this Lease, Tenant, hereby grants to Landlord, a security interest in and an express contractual lien upon, all of Tenant’s right, title and interest in and to Tenant’s Personal Property and any and all products and proceeds thereof, in which Tenant now owns or hereafter acquires an interest or right, including any Tenant’s Personal Property. This Lease constitutes a security agreement covering all such Tenant’s Personal Property. Additionally, Tenant hereby does authorize Landlord to execute and file such security agreements and financing statements and take such further actions as may be required for the purpose of creating a valid and perfected first priority Lien on such item enforceable against such Tenant and all third parties to secure the payment and performance of Tenant’s obligations under this Lease. This security agreement and the security interest created herein shall survive the termination of this Lease if such termination results from the occurrence of an Event of Default, otherwise the security agreement and the security interest herein shall automatically terminate upon the expiration or sooner termination of this Lease.

28. Estoppel Certificate. At any time, and from time to time, a party hereto shall, promptly and in no event later than fifteen (15) days after a request from the other party, execute, acknowledge and deliver to such other party a certificate in the form supplied by other party certifying: (i) that Tenant has accepted the Premises (or, if Tenant has not done so, that Tenant has not accepted the Premises, and specifying the reasons therefor); (ii) that this Lease is in full force and effect and has not been modified (or if modified, setting forth all modifications), or, if this Lease is not in full force and effect, the certificate shall so specify the reasons therefor; (iii) the commencement and expiration dates of the Lease Term, including the terms of any extension options of Tenant; (iv) the date to which the rentals have been paid under this Lease and the amount thereof then

payable; (v) whether there are then any existing defaults by Landlord or Tenant (as applicable) in the performance of its obligations under this Lease, and, if there are any such defaults, specifying the nature and extent thereof; (vi) that no notice has been received by certifying party of any default under this Lease which has not been cured, except as to defaults specified in the certificate; (vii) the capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of certifying party; and (viii) any other information reasonably requested by requesting party.

29. Holding Over. If Tenant remains in possession of the Premises after the expiration of the term hereof, Tenant, at Landlord's option and within Landlord's sole discretion, may be deemed a tenant on a month-to-month basis and shall continue to pay rentals and other sums in the amounts herein provided, and comply with all the terms of this Lease; provided that nothing herein nor the acceptance of rent by Landlord shall be deemed a consent to such holding over. Tenant shall defend, indemnify, protect and hold the Indemnified Parties harmless from and against any and all Losses resulting from Tenant's failure to surrender possession upon the expiration of the Lease Term, including, without limitation, any claims made by any succeeding Tenant.

30. Miscellaneous:

- a. The invalidity of any provision, clause or phrase herein contained shall not serve to render the balance of this lease ineffective or void and the same shall be construed as if such had not been herein set forth.
- b. In the event it becomes necessary for either party to use the services of an attorney for legal proceedings against the other for breach of any of the covenants or conditions contained herein, each party agrees to reimburse reasonable attorneys' fees and costs for other's attorney depending on which party prevails in proceedings.
- c. This agreement shall be binding upon and insure to the benefit of the respective parties hereto, their heirs, executors, administrators, devisees, successors, and assigns. Any reference to Tenant herein shall, for the purposes of determining liability for property damage and the like, be deemed to include Tenant, its agents, employees, servants, partners, independent contractors, licenses, invitees, or visitors whomsoever.
- d. This agreement supersedes and cancels all prior negotiations and agreements whatsoever and these presents shall be amended only by the joint written undertaking of the parties herein.

31. The undersigned person signing on behalf of Tenant covenants and warrants, in such person's capacity and for and on behalf of Tenant, that all actions, approvals, votes, and/or resolutions necessary or appropriate for the Tenant and the undersigned person signing on behalf of Tenant, has been taken and done in duly noticed public meeting, if applicable, authority to enter into this Lease.

32. Anything to the contrary herein notwithstanding, it is understood and agreed that the Lease expires at the end of each fiscal period for which an appropriation was made and is automatically renewed for the next fiscal period only if the City of Terre Haute appropriates sufficient funds to pay the annual obligation for the upcoming fiscal year. City of Terre Haute Department of Redevelopment staff responsible for the management of this Lease shall use best efforts to obtain an appropriation in the full amount required under the Lease each fiscal year, including the submission of budget requests each fiscal year that are sufficient to cover the Lease payment obligations for the next fiscal year. If the City of Terre Haute Department of Redevelopment terminates the contract for non-appropriation, the City of Terre Haute Department of Redevelopment may not enter into a lease for purposes similar to this Lease for a period of one year following the termination of this Lease.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

Terre Haute Department of Redevelopment

By _____

Printed Name & Title

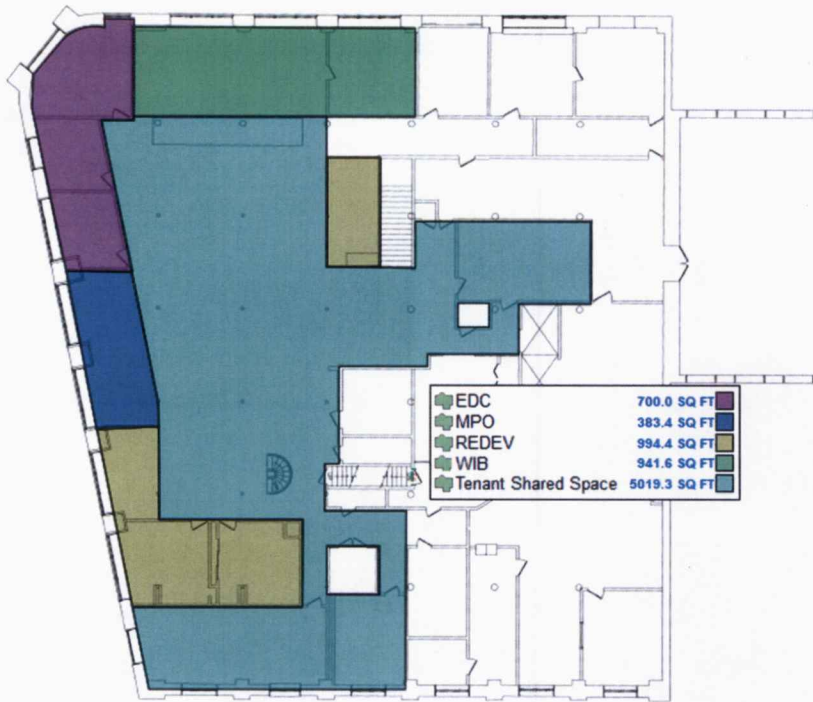
TENANT

Hulman Legacy Properties, LLC

By _____

Printed Name & Title

LANDLORD



	Private Office Area	% of Total	Common Area % Share	Total SF
Terre Haute Economic Development Corporation	700	23%	1164	1864
Terre Haute Area Metropolitan Planning Organization	383	13%	637	1020
Terre Haute Department of Redevelopment	995	33%	1654	2649
Western Indiana Workforce Investment Board	941	31%	1565	2506
	3019		5020	8039

EXHIBIT A