

1 BILL NO. R-12-10-12

2 RESOLUTION NO. _____

3 **A RESOLUTION OF THE COMMON COUNCIL OF THE**
4 **CITY OF FORT WAYNE, INDIANA APPROVING THE**
5 **SUBLEASE OF ALL AND A RE-LEASE OF A PORTION OF**
6 **THE PUBLIC SAFETY ACADEMY OF NORTHEAST**
7 **INDIANA TO AND FROM IVY TECH COMMUNITY**
8 **COLLEGE OF INDIANA**

9 WHEREAS, the City of Fort Wayne, Indiana (the "City"), previously
10 entered into a lease dated as of February 1, 2006, as the same has been amended
11 from time to time (the "City Lease"), with the Fort Wayne Municipal Building Corp.
12 (the "Building Corporation") to provide for the construction and equipping of the
13 approximately 132,000 square foot facility known as the Public Safety Academy (the
14 "Facility"); and

15 WHEREAS, the Building Corporation issued its First Mortgage
16 Bonds, Series 2006 (the "Bonds") to the Indiana Bond Bank for the purpose of
17 providing the funds to construct and equip the Facility; and

18 WHEREAS, the Building Corporation applies the rentals it receives
19 from the City pursuant to the City Lease to pay the principal of and interest on the
20 Bonds; and

21 WHEREAS, the City currently subleases a portion of the Facility to
22 Ivy Tech Community College of Indiana ("Ivy Tech"); and

23 WHEREAS, pursuant to the Lease, the City is currently responsible
24 for and pays maintenance costs related to the Facility in the approximate amount of
25 Four Hundred Thousand and 00/100 Dollars (\$400,000.00) annually; and

26 WHEREAS, Ivy Tech desires to expand its use of and become
27 responsible for maintenance and upkeep for the Facility; and
28
29
30

1 WHEREAS, the City and Ivy Tech desire to enter into a master
2 sublease agreement for the sublease of the entire Facility by the City to Ivy Tech for
3 the rental amount of One Dollar (\$1) per year until the Bonds finally mature in 2022
4 (the "Term"), provided that such master sublease agreement requires, among other
5 things, that Ivy Tech be solely responsible for all expenses related to operation,
6 maintenance and management of the Facility during the Term and upon ending of the
7 Term, title to the Facility will be transferred to Ivy Tech; and

8 WHEREAS, the City and Ivy Tech further desire that Ivy Tech sub-
9 sublease pursuant to a sub-sublease agreement approximately 41,806 square feet of
10 the Facility to the City for the operation of certain training facilities for use by the
11 City Police and Fire Department Academies (the "Training Space"); and

12 WHEREAS, Indiana Code 36-1-11-8 permits the City and Ivy Tech to
13 transfer property upon terms and conditions agreed upon by the entities as evidenced
14 by the adoption of substantially identical resolutions by the entities; and

15 WHEREAS, there have been presented to this Common Council (i) a
16 form of master sublease agreement with Ivy Tech which is attached at Exhibit A
17 attached hereto and incorporated herein (the "Sublease") and (ii) a form of sub-
18 sublease agreement with Ivy Tech which is attached at Exhibit B attached hereto and
19 incorporated herein (the "Sub-Sublease");

20 WHEREAS, Ivy Tech has adopted or will adopt a resolution
21 approving and authorizing entering into the Sublease and the Sub-Sublease with the
22 City;

23 NOW THEREFORE, BE IT RESOLVED BY THE COMMON
24 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

25 1. The Common Council hereby approves of the City subleasing
26 the Facility to Ivy Tech upon the terms and conditions set forth in the Sublease. The
27 Common Council hereby approves of the form of the Sublease and authorizes the
28 Mayor and the Clerk of the City to execute and attest, respectively, the Sublease with
29
30

1 such changes as may be necessary or appropriate on the advice of counsel with such
2 execution and attestation to evidence approval of such changes. Upon the conclusion
3 of the Term, the City shall transfer or cause to be transferred title to the Facility to
4 Ivy Tech in accordance with the terms and conditions set forth in the Sublease.

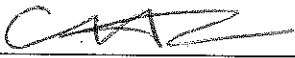
5 2. The Common Council hereby approves of the City sub-
6 subleasing the Training Space from Ivy Tech upon the terms and conditions set forth
7 in the Sub-Sublease. The Common Council hereby approves of the form of the Sub-
8 Sublease and authorizes the Mayor and the Clerk of the City to execute and attest,
9 respectively, the Sub-Sublease with such changes as may be necessary or appropriate
10 on the advice of counsel with such execution and attestation to evidence approval of
11 such changes.

12 3. The Common Council hereby authorizes and directs the
13 Mayor and the Clerk of the City to execute and attest, respectively, any and all
14 documents and agreements reasonably necessary to consummate the transactions
15 contemplated by the Sublease and the Sub-Sublease, with any such agreements,
16 documents or instruments to be in such form and substance as the Mayor and the
17 Clerk shall, in their discretion, approve, and the execution and delivery of said
18 documents by the Mayor and the Clerk shall be conclusive evidence of the approval
19 thereof by the Common Council.
20
21
22
23
24
25
26
27
28
29
30

1
2
3 4. This Resolution shall be in full force and effect from and after
4 its passage and any and all necessary approval by the Mayor.
5

6 Member of the Common Council
7

8 APPROVED AS TO FORM AND LEGALITY
9

10 
11 Carol Helton, City Attorney
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

EXHIBIT A
Master Sublease
(See attached)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

EXHIBIT B

Sub-Sublease

(See attached)

MASTER SUBLEASE AGREEMENT

THIS MASTER SUBLEASE AGREEMENT (this "Master Sublease") is executed as of the 1st day of November, 2012, by and between The City of Fort Wayne, an Indiana municipal corporation ("Sublessor"), and Ivy Tech Community College of Indiana, an instrumentality of the State of Indiana established by IC 21-22 ("Sublessee"). This Master Sublease Agreement shall supersede and terminate any lease or sublease agreement previously entered into between the parties.

Sublessee's Contact:	Ivy Tech Community College Attn: Executive Director of Facilities
Sublessee's Address:	3800 N. Anthony Boulevard Fort Wayne, In 46805-1430
Sublessee's Telephone No.:	260/482-9171
Premises:	The improved real estate containing approximately 15.25 acres and located at 7602 Patriot Crossing, Fort Wayne, Indiana 46816, as shown on attached Exhibit A.
Building:	The two (2) story, 132,000 square foot building commonly known as "The Public Safety Academy", as shown on attached Exhibit A.
Sublease Term:	Beginning on the Commencement Date and ending on December 31, 2022.
Commencement Date:	November 1, 2012
Rent:	Sublessee shall pay to Sublessor as rental the sum of One Dollar (\$1.00) per year commencing on the Commencement Date and annually thereafter on each anniversary date of the Commencement Date during the Sublease Term.

1. Granting Clause. In consideration of the mutual obligations of Sublessee and Sublessor hereunder, Sublessor leases to Sublessee, and Sublessee leases from Sublessor, the Premises for the Sublease Term, subject to the terms and conditions of this Master Sublease.

2. Acceptance of Premises. Sublessee understands and agrees that the Premises shall be Subleased by Sublessee in its as-is condition without any improvements, alterations or repairs by Sublessor.

3. Use. The Premises shall be used for the management, administration and operation of a two (2) year community college and related activities and such other lawful uses as are incidental thereto. Sublessee shall use, occupy, and maintain the Premises in: (a) a careful, safe and proper manner; and (b) compliance with all laws, statutes, ordinances, codes, regulations, orders, judgments, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises, including, without limitation, the Americans With Disabilities Act (collectively, the "Legal Requirements"). Sublessee shall not: (a) commit waste, overload the floor (load typical of buildings of this type) or structure of the Premises or subject the Premises to use that would damage the Premises; (b) permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises; (c) take any other action that would constitute a nuisance or disturb, unreasonably interfere with, or endanger Sublessor or any other subtenants of the Building; or (d) use or permit the Premises to be used for any purpose or in any manner that would void Sublessee's or Sublessor's insurance, increase the insurance risk or premium, or cause the disallowance of any sprinkler credits. If any increase in the cost of any insurance on the Premises or the Project is caused by Sublessee's use or occupation of the Premises, or because Sublessee vacates the Premises, then Sublessee shall pay the amount of such increase.

4. Operating Expenses.

(a) Sublessee shall pay all of the Operating Expenses associated with the Building and the Premises commencing on the Commencement Date. The term "Operating Expenses" means all costs and expenses incurred by Sublessor with respect to the maintenance, operation, repair and replacement of the Building and the Premises, including, without limitation: (i) charges for utilities; (ii) costs and expenses for maintenance, repair and replacement of the Building including, without limitation, the cost and expense of: (A) required capital repairs, replacements, and improvements; and (B) alterations and modifications required to comply with any Legal Requirements; (iii) janitorial services and supplies; (iv) trash removal; (v) the cost of maintaining, repairing or replacing HVAC, mechanical, plumbing, electrical and ventilation systems serving the Premises, including but not limited to the building systems equipment described on attached Exhibit B; (vi) security (vii) charges and assessments under any declaration to which the Building or the Premises is subject; (viii) the cost of maintaining, repairing and replacing the roof, foundation, windows and exterior walls of the Building, the parking areas, driveways, landscaping and grounds around the Premises and all other components of the Building and the Premises; (ix) property management fees with respect to the Building payable to a property manager; and (x) Real Estate Taxes, if any, (as hereinafter defined).

5. Insurance.

(a) Sublessee, at its expense, shall maintain during the Sublease Term: (i) all risk property insurance covering the full replacement cost of the Building and all other property and improvements to the Premises; (ii) worker's compensation insurance with no less than the minimum limits required by law; (iii) employer's liability insurance with such limits as required by law; and (iv) commercial liability insurance, with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate limit of Two Million Dollars (\$2,000,000.00) for property damage, personal injuries, or deaths of persons occurring in or about the Premises. Sublessor may from time to time require reasonable increases in any such limits. The commercial liability policies shall name Sublessor as an additional insured, insure on an occurrence and not a claims-made basis, be issued by insurance companies that are reasonably acceptable to Sublessor, not be cancelable unless thirty (30) days' prior written notice shall have been given to Sublessor, contain a hostile fire endorsement and a contractual

liability endorsement and provide primary coverage to Sublessor (any policy issued to Sublessor providing duplicate or similar coverage shall be deemed excess over Sublessee's policies). Such policies or certificates thereof shall be delivered to Sublessor by Sublessee upon commencement of the Sublease Term and upon each renewal of said insurance.

6. Sublessee's Services and Repairs.

(a) Sublessee shall furnish to the Premises water and electricity twenty-four (24) hours per day. Heating, ventilation, air conditioning and lighting shall be furnished during normal business hours, 7:00 A.M. through 10:00 P.M. Monday through Friday and 8:00 A. M. through 2:00 P.M. on Saturday. Sublessee shall provide janitorial service Monday through Friday (excluding legal holidays) consistent with the prevailing standard for Class A commercial office buildings in the Metropolitan Fort Wayne area (the "Applicable Standard"). Background checks on all individuals providing janitorial service for the Building shall have been conducted by the Fort Wayne Police Department. Except as provided in the Sub-Sublease (as hereinafter defined) with respect to janitorial services, Sublessee shall maintain, consistent with the Applicable Standard, all hallways, stairways, elevators, common restrooms, pedestrian sidewalks, parking areas, landscaped areas and other common areas of the Building and the Premises. Window washing on the exterior windows and glass shall be performed not less than three (3) times a year. Sublessee shall provide reasonable security services for the Building and the Premises.

(b) Sublessee, as an Operating Expense, shall maintain: (i) the structural soundness of the roof, foundation, and exterior walls of the Building in good repair; and (ii) the parking areas and other common areas of the Building, including, without limitation, driveways, alleys, landscape and grounds surrounding the Premises. The term "walls" as used in this Section shall include windows, glass or plate glass, and doors. Sublessee shall also maintain, repair and replace as necessary, the electrical, plumbing, heating, ventilation, air conditioning, mechanical and all other building systems serving the Premises and/or the Building.

7. Alterations.

(a) Any alterations, additions, or improvements made by or on behalf of Sublessee to the Premises (the "Alterations") shall be subject to Sublessor's prior written consent, which shall not be unreasonably delayed or withheld. Sublessee, at its expense, shall: (i) cause all Alterations to comply with insurance requirements and with Legal Requirements; and (ii) construct any alteration or modification required by Legal Requirements as a result of any Alterations. All Alterations shall be constructed in a good and workmanlike manner by contractors reasonably acceptable to Sublessor, and only quality grades of materials shall be used. All plans and specifications for any Alterations shall be submitted to Sublessor for its approval. Sublessor may monitor construction of the Alterations. Sublessor's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Sublessor shall have no duty to see that such plans and specifications or construction comply with Legal Requirements.

(b) All Alterations and any leasehold improvements constructed by Sublessee shall remain on the Premises as Sublessee's property..

(c) Sublessee, at its own cost and expense and without Sublessor's prior approval, may erect such shelves, cabinetry, and trade fixtures (the "Trade Fixtures") in the ordinary course of its business; provided that such items do not alter the basic character of the Premises, do not overload or damage the Premises, may be removed without injury to the Premises, and the

construction, erection, and installation thereof complies with all Legal Requirements and with Sublessor's requirements set forth above.

(d) Sublessee shall be obligated to make improvements to the Building and the Premises in order to comply with applicable federal, state, county, and local laws and regulations.

8. Signs. Sublessee may install, maintain, change and remove any signs on or about the Demised Premises, with Sublessor's prior consent, which consent shall not be unreasonably delayed or withheld. Sublessee shall bear the cost of installing, maintaining, changing and removing any signs on or about the Demised Premises. Sublessee shall procure all necessary permits for, and comply with all applicable governmental regulations with respect to, the installation or maintenance of signs.

9. Personal Property. Sublessor is the owner of the equipment and personal property described in Schedule 1 attached hereto and made a part hereof. Sublessee is the owner of the personal property described in Schedule 2 attached made a part hereof. Sublessor and Sublessee shall each be responsible for the maintenance, repair and replacement of their respective equipment and items of personal property.

10. Casualty. If, at any time during the Sublease Term, the Building is damaged by a fire or other casualty, then Sublessee shall notify Sublessor within thirty (30) days after such damage as to the amount of time Sublessee reasonably estimates it will take to restore the Premises. Sublessee promptly shall restore the Premises, subject to delays arising from the collection of insurance proceeds or from events of Force Majeure (as hereinafter defined).

11. Assignment and Subletting.

(a) Sublessee shall not: (i) assign this Master Sublease; (ii) mortgage, pledge, or hypothecate its subleasehold interest; or (ii) grant any concession or license within the Building or the Premises; any attempt to do any of the foregoing shall be void and of no effect (any of the above being an "Assignment").

(b) Sublessee may sub-sublease the Building or any portion thereof with the Sublessor's prior written consent which consent shall not be unreasonably delayed or withheld. As additional consideration for Sublessor entering into this Master Sublease, Sublessee, in its capacity as Sub-sublessor, agrees to enter into a Sub-sublease for a portion of the Building with Sublessor, in its capacity as Sub-sublessee, in substantially the form attached hereto as Exhibit C (the "Sub-sublease").

12. Mutual Indemnification.

(a) Sublessee shall defend, protect, indemnify and hold harmless Sublessor and Sublessor's directors, officers, employees, representatives, divisions and authorized agents (collectively, "Sublessor's Agents") against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees, costs and disbursements) arising from (i) the use of the Premises or the Building by Sublessee or sublessee's sub-subSublessees, assignees, invitees, employees, contractors and agents (collectively, "Sublessee's Agents"), or from any activity done, permitted or suffered by Sublessee or Sublessee's Agents in or about the Premises or the Building, and (ii) any act, neglect, fault, willful misconduct or omission of Sublessee or Sublessee's Agents, or from any breach or default in the terms of this Master Sublease by Sublessee or Sublessee's

Agents, and (iii) any action or proceeding brought on account of any matter in items (i) or (ii). If any action or proceeding is brought against Sublessor by reason of any such claim, upon notice from Sublessor, Sublessee shall defend the same at Sublessee's expense by counsel reasonably satisfactory to Sublessor. To the extent permitted by law, and as a material part of the consideration to Sublessor, Sublessee hereby releases Sublessor and Sublessor's Agents from responsibility for, waives its entire claim of recovery for and assumes all risk of (A) damage to property or injury to persons in or about the Premises or the Building from any cause whatsoever (except that which is caused by the sole active gross negligence or willful misconduct of Sublessor or Sublessor's Agents or by the failure of Sublessor to observe any of the terms and conditions of this Master Sublease). (B) loss resulting from business interruption or loss of income on the Building. The obligations of Sublessee under this Section 12 shall survive any termination of this Master Sublease. The foregoing indemnity shall not relieve any insurance carrier of its obligations under any policies required to be carried by either party pursuant to this Master Sublease, to the extent that such policies cover the peril or occurrence that results in the claim that is subject to the foregoing indemnity.

(b) Sublessor shall indemnify and hold harmless Sublessee and Sublessee's Agents against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees) arising from (i) the gross negligence or willful misconduct of Sublessor or Sublessor's Agents, (ii) any breach or default in the terms of this Master Sublease by Sublessor or Sublessor's Agents, or (iii) any action or proceeding brought on account of any matter in items (i) or (ii). If any action or proceeding is brought against Sublessee by reason of any such claim, upon notice from Sublessee, Sublessor shall defend the same at Sublessor's expense by counsel reasonably satisfactory to Sublessee.

13. Inspection and Access. Sublessor and its agents, employees, and contractors may enter the Building at any reasonable time after reasonable notice to Sublessee (except that notice shall not be required in the case of an emergency) to inspect the condition of the Building and to make such repairs as may be required but has failed to make pursuant to this Master Sublease and for any other business purpose. In addition, Sublessor may conduct quarterly inspections of the Building's HVAC, electrical, mechanical, plumbing, ventilation and other building systems to confirm that such systems are being properly serviced, maintained, repaired and replaced by Sublessor.

14. Quiet Enjoyment. If Sublessee performs all of its obligations under this Master Sublease, then, subject to the terms and conditions of this Master Sublease, Sublessee at all times during the Sublease Term, shall have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Sublessor.

15. Events of Default. Each of the following events shall be an "Event of Default":

(a) Sublessee or any guarantor of Sublessee's obligations hereunder shall: (i) make a general assignment for the benefit of creditors; (ii) commence or consent to any case, proceeding or other action seeking: (A) to have an order for relief entered on its behalf as a debtor; (B) to adjudicate it a bankrupt or insolvent; (C) reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts; or (D) appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (each, a "Proceeding for Relief"); (iii) become the subject of any Proceeding for Relief that is not dismissed within sixty (60) days of its filing or entry; or be dissolved or otherwise fail to maintain its legal existence.

(b) Any insurance required to be maintained by Sublessee pursuant to this Master Sublease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, unless replacement insurance has previously been obtained.

(c) Sublessee shall fail to discharge any lien placed upon the Building or the Premises in violation of this Master Sublease within thirty (30) days after written notice of any such lien or encumbrance is filed against the Premises.

(d) Sublessee shall attempt or there shall occur any Assignment, except as permitted in this Master Sublease.

(e) Sublessee shall fail to comply with any provision of this Master Sublease, and such failure shall continue for more than thirty (30) days after Sublessor shall have given Sublessee written notice of such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of thirty (30) days, then after such period of time as is reasonably necessary so long as Sublessor has commenced such cure within thirty (30) days and is diligently proceeding thereafter to effectuate such cure).

16. Sublessor's Remedies.

(a) Upon each occurrence of an Event of Default, Sublessor, at its election, may: (i) terminate this Master Sublease and Sublessee's right of possession (but Sublessee shall remain liable as hereinafter provided); and (ii) terminate Sublessee's right of possession without terminating the Master Sublease (and Sublessee shall remain liable as hereinafter provided); and/or (iii) pursue any other remedies at law or in equity. Upon the termination of this Master Sublease or termination of Sublessee's right of possession, Sublessor, without formal demand or notice of any kind, may re-enter the Premises as permitted by law and remove Sublessee and all persons and property therefrom. If Sublessor re-enters the Premises, Sublessor shall have the right to keep in place and use, or remove and store, all of the furniture, fixtures and equipment at the Building.

(b) If Sublessor terminates this Master Sublease (and Sublessee's right of possession), then Sublessor may recover from Sublessee the sum of: (i) the costs of recovering the Premises and removing and storing Sublessee's or any other occupant's property (the "Recovery Costs"); (ii) the costs of resubletting the whole or any part of the Building, including, without limitation: (A) brokerage fees and/or leasing commissions incurred by Sublessor; and (B) costs of repairing, altering, remodeling, or otherwise putting the Building into condition that Sublessor deems would be acceptable to a new sub-sublessee or sub-sublessees (the "Reletting Costs"); (iii) all reasonable costs incurred by Sublessor in pursuing Sublessor's Remedies, including, without limitation, reasonable attorneys' fees and court costs (the "Remedies Costs"); and (iv) an amount equal to the total Operating Expenses which Sublessee would have been obligated to pay hereunder for the remainder of the Sublease Term (calculated by determining the average amount of Operational Expenses paid by or on behalf of Sublessee annually during the three (3) years preceding the termination of the Master Sublease and multiplying such amount by the number of years (and partial years) remaining in the Sublease Term) (the "Operating Expense Costs").

(c) If Sublessor terminates Sublessee's right of possession (but not this Master Sublease), then Sublessor may, but shall be under no obligation to, relet the Building for the account of Sublessee for such rent and upon such terms and conditions as shall be satisfactory to Sublessor, without thereby releasing Sublessee from any liability hereunder and without

demand or notice of any kind to Sublessee. For the purpose of such reletting, Sublessor is authorized to undertake any repairs, alterations, remodeling, or other work to put the Building into condition that Sublessor deems would be acceptable to a new sublessee or sublessees. If the Building is not relet, then Sublessee shall pay to Sublessor as damages a sum equal to the Recovery Costs, the Reletting Costs, the Remedies Costs, and the Operating Expense Costs, until Sublessor elects in writing to terminate the Master Sublease, at which time, Sublessee shall pay to Sublessor damages calculated pursuant to Section 16(b). If the Building is re-sublet and a sufficient sum shall not be realized from such reletting to cover the Recovery Costs, the Reletting Costs, the Remedies Costs, and the Operating Expense Costs, then Sublessee immediately shall satisfy and pay any such deficiency. Any such payments due Sublessor shall be made upon demand therefor from time to time, and Sublessor may file suit to recover any sums falling due from time to time. Notwithstanding any such re-subletting without termination, Sublessor may at any time thereafter elect in writing to terminate this Master Sublease, at which time, Sublessee shall pay to Sublessor damages calculated pursuant to Section 16(b).

(d) Exercise by Sublessor of any one (1) or more of Sublessor's Remedies shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Master Sublease by Sublessor, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by the written agreement of Sublessor and Sublessee. Any law, usage, or custom to the contrary notwithstanding, Sublessor shall have the right at all times to enforce the provisions of this Master Sublease in strict accordance with the terms and conditions hereof (by injunction, specific performance, or any other legal or equitable remedy); and the failure of Sublessor at any time to exercise any one (1) or more of Sublessor's Remedies or enforce any one (1) or more of Sublessee's obligations strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms and conditions of this Master Sublease or as having modified the same. Sublessee and Sublessor further agree that forbearance or waiver by Sublessor to exercise any one (1) or more of Sublessor's Remedies or enforce any one (1) or more of Sublessee's obligations shall not be a waiver of Sublessor's right to exercise any one (1) or more of Sublessor's Remedies or enforce any one (1) or more of Sublessee's obligations in connection with any subsequent default.

(e) A receipt by Sublessor of Rent or other payment with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by Sublessor of any provision of this Master Sublease shall be deemed to have been made unless expressed in writing and signed by Sublessor. Any re-subletting of the Building shall be on such terms and conditions as Sublessor, in its sole discretion, may reasonably determine (including, without limitation, a term different than the remaining Sublease Term, rental concessions, alterations and repair of the Building, and sublease of less than the entire Premises to any Sub-sublessee.. Sublessor shall not be liable, nor shall Sublessee's obligations hereunder be diminished, because of Sublessor's failure to re-sublet the Building or collect rent due in respect of such reletting.

17. Sublessor Default. Sublessor shall not be in default hereunder (a "Sublessor Event of Default") unless Sublessor fails to perform any of its obligations hereunder within thirty (30) days after written notice from Sublessee specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of thirty (30) days, then after such period of time as is reasonably necessary so long as Sublessor has commenced such cure within thirty (30) days and is diligently proceeding thereafter to effectuate such cure). Upon the occurrence and during the continuance of a Sublessor Event of Default, Sublessee shall have the following rights and remedies in addition to any rights and remedies available to Sublessee

at law or in equity: (a) if the Sublessor Event of Default is proven to have rendered Sublessee's use and occupancy of the Premises uninhabitable for at least thirty (30) consecutive business days, and Sublessee ceases to do business in the Premises for the entire period while the Premises are uninhabitable, then Sublessee may, by providing Sublessor with at least ten (10) days' prior written notice, elect to terminate this Master Sublease in which event the Sublessee shall be relieved of any liability accruing after the effective date of termination of this Master Sublease (provided that if Sublessor shall cure any such Sublessor Event of Default after receipt of such notice from Sublessee but prior to the termination date of this Master Sublease, then Sublessee's election to terminate this Master Sublease shall be null, void and of no force or effect whatsoever, and this Master Sublease shall continue in full force and effect). All such obligations of Sublessor under this Master Sublease will be binding upon Sublessor only during the period of its ownership of the Premises and not thereafter. The term "Sublessor" in this Master Sublease shall mean only the owner, for the time being, of the Premises, and, in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Sublessor thereafter accruing, but such obligations shall be binding during the Sublease Term upon each new owner for the duration of such owner's ownership. Any liability of Sublessor under this Master Sublease shall be limited solely to its interest in the Premises, and in no event shall any personal liability be asserted against Sublessor in connection with this Master Sublease nor shall any recourse be had to any other property or assets of Sublessor.

18. Waiver of Jury Trial. Sublessee and Sublessor waive any right to trial by jury or to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise, between Sublessor and Sublessee arising out of this Master Sublease or any other instrument, document, or agreement executed or delivered in connection herewith or the transactions related hereto.

19. Subordination. This Master Sublease and Sublessee's interest and rights hereunder are and shall in all events be subject and subordinate during the Sublease Term to: (a) that certain Trust Indenture and Mortgage between Fort Wayne Municipal Building Corp., as Mortgagor, and LaSalle Bank National Association, Trustee, as Mortgage, dated as of June 1, 2006 (the "Mortgage"), and (b) that certain Lease between Fort Wayne Municipal Building Corp., as Lessor, and the City of Fort Wayne, Indiana, as Lessee, dated as of February 1, 2006, and all amendments and restatements, renewals and modifications thereof (the "Lease").

20. Conveyance of Premises. Provided Sublessee is not then in default under this Master Sublease, upon the expiration of the Sublease Term, Sublessor shall cause the Premises to be conveyed to Sublessee pursuant to and in accordance with Section 17 of the Lease.

21. Mechanic's Liens. Sublessee has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Sublessor or Sublessee in, the Premises or the Building. Sublessee shall: (a) pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises; (b) save and hold Sublessor harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Sublessor in the Premises or under this Master Sublease; (c) give Sublessor immediate written notice of the placing of any lien or encumbrance against the Premises; and (d) cause such lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided that Sublessee may contest such liens or encumbrances as long as: (i) such contest prevents foreclosure of the lien or encumbrance;

and (ii) Sublessee causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Sublessor within such thirty (30) day period.

22. Estoppel Certificates. Sublessee agrees, from time to time, within ten (10) business days after the request of Sublessor, to execute and deliver to Sublessor, or Sublessor's designee, any estoppel certificate requested by Sublessor, stating that this Master Sublease is in full force and effect, that Sublessor is not in default hereunder (or specifying in detail the nature of Sublessor's default), the termination date of this Master Sublease and such other matters pertaining to this Master Sublease as may be requested by Sublessor.

23. Environmental Requirements.

(a) Except for Hazardous Material (as hereafter defined) contained in products used by Sublessee in quantities for ordinary cleaning and office purposes, Sublessee shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises without Sublessor's prior written consent. Sublessee, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements (as hereinafter defined), and shall remediate in a manner satisfactory to Sublessor any Hazardous Materials released on or from the Premises by Sublessee, its agents, employees, contractors, sub-sublessees or invitees. Sublessee shall complete and certify to disclosure statements as requested by Sublessor from time to time relating to Sublessee's transportation, storage, use, generation, manufacture, or release of Hazardous Materials on the Premises. The term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including, without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Sublessee is and shall be deemed to be the "operator" of Sublessee's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Sublessee, its agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom.

(b) Sublessee shall indemnify, defend, and hold Sublessor harmless from and against any and all losses (including, without limitation, diminution in value of the Premises claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the Premises in breach of the requirements of this Section, regardless of whether such removal or management is required by law) that are brought or recoverable against, or suffered or incurred by Sublessor as a result of any release of Hazardous Materials for which Sublessee is obligated to remediate as provided above or any other breach of the requirements under this Section by Sublessee, its agents, employees, contractors, sub-sublessees, assignees or invitees, regardless of whether Sublessee had knowledge of such noncompliance.

The obligations of Sublessee under this Section shall survive any termination of this Master Sublease.

(c) Sublessor hereby represents and warrants that to Sublessor's actual knowledge as of the date of this Lease, there are no Hazardous Materials located in/on the Premises in violation of applicable Environmental Requirements.

24. Force Majeure. Sublessor shall not be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, newly enacted or enforced governmental restrictions, newly enacted or enforced governmental regulations, new enacted or enforced governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Sublessor (collectively, "Force Majeure").

25. Entire Agreement. This Master Sublease (including the exhibits hereto) constitutes the complete agreement of Sublessor and Sublessee with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Sublessor or Sublessee, or anyone acting on behalf of Sublessor or Sublessee, that are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Master Sublease may not be amended except by an instrument in writing signed by both parties hereto.

26. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Master Sublease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Master Sublease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

27. Brokers. Sublessee represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, and Sublessee agrees to indemnify and hold Sublessor harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Sublessee with regard to this subleasing transaction.

28. Miscellaneous.

(a) Any payments or charges due from Sublessee to Sublessor hereunder shall be considered Rent for all purposes of this Master Sublease.

(b) If and when included within the term "Sublessee," as used in this instrument, there is more than one (1) person, firm or corporation, each shall be jointly and severally liable for the obligations of Sublessee.

(c) All notices required or permitted to be given under this Master Sublease shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable national overnight courier service, postage prepaid, or by hand delivery addressed to the parties as follows:

To Sublessor:
City of Fort Wayne, Indiana
Citizens Square
200 East Berry Street
Fort Wayne, Indiana 46802
Attn: Controller
Suite 470

To Sublessee:
Ivy Tech Community College
3800 North Anthony Boulevard
Fort Wayne, Indiana 46005-1430
Attn: Chancellor

Ivy Tech Community College
50 West Fall Creek Parkway North Drive
Indianapolis, IN 46208
Attn: General Counsel

Either party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notices shall be deemed given upon delivery.

(d) Except as otherwise expressly provided in this Master Sublease or as otherwise required by law, Sublessor retains the absolute right to withhold any consent or approval.

(e) Neither this Master Sublease nor a memorandum of lease shall be filed by or on behalf of Sublessee in any public record.

(f) The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Master Sublease or any exhibits or amendments hereto.

(g) The submission by Sublessor to Sublessee of this Master Sublease shall have no binding force or effect, shall not constitute an option for the subleasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Master Sublease by both parties.

(h) Words of any gender used in this Master Sublease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Master Sublease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Master Sublease, or any provision hereof, or in any way affect the interpretation of this Master Sublease.

(i) Construction and interpretation of this Master Sublease shall be governed by the laws of the state of Indiana, excluding any principles of conflicts of laws.

(j) Time is of the essence as to the performance of Sublessee's obligations under this Master Sublease.

(k) All exhibits attached hereto are hereby incorporated into this Lease and made a part hereof. In the event of any conflict between such exhibits and the terms of this Master Sublease, such exhibits shall control.

WITNESS WHEREOF, Sublessor and Sublessee have executed this Master Sublease as of the day and year first set forth above.

SUBLESSOR:

City of Fort Wayne, Indiana

ATTEST:

By: _____

Printed: _____

Title: _____

By: _____

Printed: _____

Title: _____

SUBLESSEE:

Ivy Tech Community College of Indiana

By: _____
Jerilee Mosier, Chancellor

By: _____
Thomas J. Snyder, President

INDEX TO EXHIBITS AND SCHEDULES

Exhibit A	Depiction of Building and Premises
Exhibit B	Building Systems Equipment to be maintained by Sublessee.
Exhibit C	Sub-Sublease Agreement between Ivy Tech Community College of Indiana, as Sub-sublessor and the City of Fort Wayne, Indiana, and Sub-sublessee, dated as of November 1, 2012
Schedule 1	Equipment and Personal Property owned by Sublessor
Schedule 2	Equipment and Personal Property owned by Sublessee

Exhibit A
Depiction of Building and Premises
[To Be Provided]

Exhibit B

Building Systems Equipment to be maintained by Sublessee

[To Be Provided]

Exhibit C

Sub-Sublease Agreement

1.

[To Be Provided]

Schedule 1

Equipment and Personal Property Owned by Sublessor

[To Be Provided]

Schedule 2

Equipment and Personal Property Owned by Sublessee

[To Be Provided]

SUB-SUBLEASE

THIS SUB-SUBLEASE (the "**Sub-Sublease**") is made as of November 1, 2012 (the "Effective Date") by and between Ivy Tech Community College of Indiana, an instrumentality of the State of Indiana established by IC 21-22, by and through its State Trustees ("Sub-sublessor"), and The City of Fort Wayne, an Indiana Municipal Corporation, ("Sub-sublessee") with reference to the following recitals of fact.

RECITALS:

A. WHEREAS, Sub-sublessor is the Master Sublessee under that certain Master Sublease dated as of November 1, 2012 (the "**Master Sublease**") by and between The City of Fort Wayne, as Master Sublessor, and Ivy Tech Community College of Indiana, as Master Sublessee, a copy of which is attached hereto and incorporated herein as Exhibit A, for the master sublease of that certain improved real property located at 7602 Patriot Way, Fort Wayne, Indiana 46816 and commonly known as the "The Public Safety Academy", as more particularly described on attached Exhibit A to the Master Sublease (the "Premises").

B. WHEREAS, Sub-sublessor desires to sub-sublease a portion of the Premises to Sub-sublessee and Sub-sublessee desires to sub-sublease a portion of the Premises from Sub-sublessor, as more particularly described on Exhibit B attached hereto and incorporated herein (the "Sub-subleased Premises"), on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. Sub-subleased Premises; Term. Sub-sublessor does hereby sub-sublease to Sub-sublessee the Sub-subleased Premises, at the rental and upon the terms and conditions herein stated, for a term commencing on the Effective Date of this Sub-sublease and, subject to the terms of this Sub-sublease, ending on December 31, 2022, ("the "Term"), together with a non-exclusive license for ingress and egress granted by Sub-sublessor to Sub-sublessee hereunder through in, over, and through all entrance, exits, hallways, restrooms, elevators, stairways, walkways, parking areas, and common areas of the Public Safety Academy shown on attached Exhibit B for the purpose of providing access to and egress from the Sub-subleased Premises.

2. Rent.

(a) Sub-sublessee does hereby agree, without notice, deduction or offset, to pay as rent hereunder the amount of \$41,806 per year (subject to proration) during the Term payable in equal monthly installments of \$3483.33 on or before the tenth (10th) day of each calendar month during the Term. Said payment shall be paid in lawful money of the United States to Sub-sublessor at the notice address of Sub-sublessor provided herein, or as otherwise designated from time to time by written notice from Sub-sublessor to Sub-sublessee.

(b) Sub-sublessor and Sub-sublessee agree that the rent payable hereunder for the Sub-subleased Premises is calculated at the rate of Ten and 00/100 Dollars (\$10.00) per net rentable square foot (the "Agreed Rental Rate"). In the event the amount of net rentable square footage comprising the Sub-subleased Premises is modified during the Term, the rent payable hereunder shall be modified accordingly based on the Agreed Rental Rate.

(c) This Sub-sublease is what is commonly called a "full service lease," it being understood and agreed that Sub-sublessor shall be responsible hereunder for all expenses of every kind and nature relating to the Sub-subleased Premises, including without limitation the Operating Expenses and other obligations, costs and expenses for the Premises assumed by Sub-sublessor as Master Sublessee under the Master Sublease; provided, however, that Sub-sublessee shall provide janitorial services for the Sub-subleased Premises..

3. Master Sublease. The terms and provisions of the Master Sublease are hereby incorporated by reference. Sub-sublessor expressly acknowledges and agrees that nothing contained in this Sub-sublease shall in any manner modify, abrogate or extinguish the covenants and obligations of Sub-sublessor in its capacity as Master Sublessee under the Master Sublease, each of which Sub-sublessee hereby ratifies and confirms in all respects. Sub-sublessee acknowledges receipt of a copy of the Master Sublease and agrees that Sub-sublessee will not violate any of the terms and conditions of the Master Sublease during the Term.

4. Acceptance and Quiet Enjoyment of Sub-subleased Premises. Sub-sublessee hereby accepts the Sub-subleased Premises in its "as is" condition without any improvements, alteration, or repairs thereto by Sub-sublessor.

So long as Sub-sublessee shall observe and perform the covenants and agreements binding on it under this Sub-sublease, Sub-sublessee shall at all times during the Term peacefully and quietly have and enjoy the possession of the Sub-subleased Premises without any encumbrance, hindrance or interruption by, from or through Sub-sublessor.

5. Termination. Upon any termination of the Master Sublease, this Sub-sublease shall terminate. Further, this Sub-sublease shall terminate at the election of Sub-sublessor, by Sub-sublessor giving notice of termination upon the occurrence of any of the following:

(a) The Sub-sublessee fails to make any payment of rent under this Sub-sublease when due, and such failure continues for a period of fifteen (15) calendar days after written notice to the Sub-sublessee;

(b) The Sub-sublessee defaults in the performance of any covenant, agreement or obligation, other than for the payment of rent, required by this Sub-sublease to be performed by Sub-sublessee, and such default continues for a period of thirty (30) calendar days after written notice to the Sub-sublessee (unless such performance will require a period of time in excess of thirty (30) days and Sub-sublessee has commenced such cure within such thirty (30) day period and is proceeding thereafter to effectuate such cure).

(c) The Sub-sublessee abandons the Sub-subleased Premises or any substantial portion thereof and such abandonment is not cured within twenty (20) calendar days after written notice to Sub-sublessee; or

(d) If any petition in bankruptcy or for reorganization or arrangement is filed by or against the Sub-sublessee, or the Sub-sublessee becomes insolvent, or any receiver is appointed for any of the Sub-sublessee's assets, or the Sub-sublessee makes an assignment for the benefit of creditors.

Upon the termination of this Sub-sublease, whether by lapse of time or otherwise, the Sub-sublessee will immediately surrender to the Sub-sublessor possession of the Sub-subleased Premises and the improvements in the same condition in which the Sub-sublessee received them, normal wear and tear excepted. No termination of this Sub-sublease shall discharge or impair the Sub-sublessee's obligation to pay any rent owed and accrued to the date of termination.

6. Alterations and Installation; Repairs and Replacements.

(a) The Sub-sublessee shall have the right to make alterations and installations at its own expense from time to time during the Term and any Renewal Term (as hereinafter defined), with the prior written consent of the Sub-sublessor, which consent shall not be unreasonably withheld or delayed.

(b) The Sub-sublessee shall not under any circumstance be required to pay for any maintenance, repairs or replacements, whether capital or otherwise. If such maintenance, repairs or replacements are needed, Sub-sublessee shall notify Sub-sublessor of the nature and cost of such maintenance, repairs or replacements. If Sub-sublessor does not respond to such notification

within fifteen (15) business days, Sub-sublessee may engage contractors or sub-contractors, as Sub-sublessor's authorized agent hereunder, to complete such maintenance, repairs or replacements and shall forward any and all bills for the work performed to Sub-sublessor for payment.

7. Use.

The Sub-subleased Premises will be used by Sub-sublessee for the management, administration and operation of the Fort Wayne Police Academy and the Fort Wayne Fire Department Academy (together, the "Academies") and related uses and such other lawful uses as are incidental thereto.

8. Signs. Sub-sublessor approves and consents to the existing signage of Sub-sublessee in and about the Premises and the Sub-subleased Premises as of the Effective Date. Sub-sublessee may modify such signage from time to time and may install such additional signage in and about the Premises and the Sub-subleased Premises with Sub-sublessor's prior written consent, which consent shall not be unreasonably withheld or delayed.

9. Parking. Sub-sublessee shall have the exclusive use of the first row of parking spaces immediately west of and bordering the Public Safety Academy. In addition Sub-sublessee shall have the non-exclusive right to use of the remaining parking spaces in the parking lots serving the Public Safety Academy.

10. Auditorium. Sub-sublessee may use the Auditorium in the Public Safety Academy for graduations and award ceremonies of the Academies by providing Sub-sublessor with sixty (60) days prior notice of the date and time of each such event, subject to availability. Sub-sublessee may also use the Auditorium for special programming sponsored or hosted by the Academies with the prior written consent of Sub-sublessor, which consent shall not be unreasonably withheld or delayed.

11. Disaster/Emergency Operation Center ("DEOC"). In the event a disaster or state of emergency is declared by the federal, state or municipal government requiring Sub-sublessee to coordinate and deliver disaster or emergency services to the citizens of Fort Wayne, Sub-sublessor will upon request make the DEOC available to the Sub-sublessee on an exclusive basis for such use while such disaster or state of emergency remains in effect.

12. Firing Range, Apparatus Bay, and Weight Room. Sublessor acknowledges and agrees that the Firing Range, Apparatus Bay, and Weight Room depicted on attached Exhibit B as part of the Sub-subleased Premises

shall be under the exclusive control of Sub-sublessee during the Term and any Renewal Term. All maintenance, repair and replacement of the Firing Range, Apparatus Bay and Weight Room, and the equipment located therein, a description of which contained in attached Schedule 1, shall be provided by Sub-sublessee at its expense.

13. IT Disaster Room, IT Closets, Server Rooms. Sub-sublessor and Sub-sublessee shall be severally responsible for the maintenance, repair and replacement of the communications, network and technology equipment owned by Sub-sublessor and Sub-sublessee, respectively, and located in the IT Disaster Room, IT Closets, and Server Rooms depicted on attached Exhibit B.

14. Security; Access Cards; Security Notice. Sub-sublessor shall provide reasonable security services for the Premises and the Sub-subleased Premises. Sub-sublessor shall provide Sub-sublessee with access cards as requested by Sub-sublessee which are programmed exclusively for access to the Sub-subleased Premises and access cards as required by Sub-sublessee which are programmed to these portions of the Public Safety Academy to which Sub-sublessee has been granted non-exclusive license under Section 1 hereof.

The contacts for any matters relating to security for and access to the Premises and the Sub-subleased Premises are:

for Sub-sublessor:

Director of Safety and Security
Ivy Tech Community College
3800 North Anthony Boulevard
Fort Wayne, Indiana 46805-1430
Tel: (260) 480-4188
Fax: (260) 480-4189

For Sub-sublessee:

Property Manager
City of Fort Wayne, Indiana
200 East Berry Street
Fort Wayne, Indiana
Tel: (260) 427-5402
Fax: (260) 427-1393

15. Indemnification.

(a) Sub-sublessee agrees to indemnify, defend and save Sub-sublessor harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments, including, without limitation attorneys' fees and expenses resulting from injury to any person or property on the Premises or the Sub-subleased Premises which arises from any activity or conduct of Sub-sublessee in, on or about the Sub-subleased Premises or the Premises, other than those which arise out of the gross negligence or willful misconduct of Sub-sublessor.

(b) Sub-sublessor agrees to indemnify, defend and save Sub-sublessee harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments, including, without limitation attorneys' fees and expenses resulting from injury to any person or property on the Premises or the Sub-subleased Premises which arises from any activity or conduct of Sub-sublessor in, on or about the Sub-subleased Premises or the Premises, other than those which arise out of the gross negligence or willful misconduct of Sub-sublessee.

(c) The obligations of indemnity imposed upon Sub-sublessor and Sub-sublessee hereunder exclude any indemnity for indirect, incidental, special, consequential or punitive damages which arise from any activity or conduct of Sub-sublessor or Sub-sublessee in, on or about the Sub-subleased Premises or the Premises.

16. Notices. All notices shall be given in writing by registered or certified mail, postage prepaid, or by Federal Express or similar courier to the parties as follows:

To Sub-sublessor:

Ivy Tech Community College
3800 N. Anthony Boulevard
Fort Wayne, Indiana 46805-1430
Attention: Val Eakins, Ex. Dir. Of Administration
Facsimile: (260)480-4189

Ivy Tech Community College
50 W. Fall Creek Parkway N. Drive
Indianapolis, IN 46208
Attention: Chris Ruhl, General Counsel

To Sub-sublessee:

City of Fort Wayne, Indiana
200 East Berry Street
Fort Wayne, Indiana 46802
Attention: Controller
Facsimile: (260) 427-1446

Notices delivered personally, by facsimile or via overnight courier will be effective upon delivery to an authorized representative of the party at the designated address; notices sent by registered or certified mail, postage prepaid, will be effective upon execution by the addressee of the return receipt requested. Any party may change the address to which such notices shall be given by written notice to the other party or provided herein.

17. Renewal of Sub-Sublease. Notwithstanding any term or provision contained in this Sub-sublease or in the Master Sublease to the contrary, this Sub-Sublease shall automatically renew for consecutive additional five (5) year terms, (each a "Renewal Term") at the Agreed Rental Rate and upon the terms and conditions contained herein until terminated by Sub-sublessee upon notice to Sub-sublessor given at least ninety (90) days prior to the expiration of the Term or then current Renewal Term. Sub-sublessor's right to terminate this Sub-Sublease during the Term or any Renewal Term is, expressly contained in and limited to the rights of termination set forth in Section 5 hereof.

18. Remedies Cumulative. No remedy herein conferred upon or reserved to Sub-sublessor or to Sub-sublessee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder now or hereinafter existing at law or in equity or by statute.

19. Brokers. Each party represents that in connection with this Sub-sublease it has not had dealings with any real estate broker, finder, or other person. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt.

20. Entire Agreement. This Sub-sublease contains all agreements between the parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective.

21. This Sub-sublease shall not be modified, changed or altered in any respect except by a writing executed and delivered by the parties hereto. All covenants, agreements and conditions shall apply to and bind and inure to the benefit of the successors and/or assigns of Sub-sublessor and Sub-sublessee.

As used herein, the singular includes the plural and one gender includes the other gender. The paragraph headings of this Sub-sublease are inserted only for reference and in no way define, limit, or describe the scope or intent of this Sub-sublease nor affect its terms or provisions. This Sub-sublease shall be governed by the laws of Indiana. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Master Sublease. All exhibits attached hereto are incorporated into this Sub-sublease and made a part hereof in the event of any conflict between such exhibits and the terms of the Sub-sublease, such exhibits shall control.

22. **Attorneys' Fees.** If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to recover their reasonable attorneys' fees and expenses.

23. **Master Landlord's Consent.** As evidenced by signature below, and as required under Section 11.(b) of the Master Sublease, the Master Sublessor hereby consents to this Sub-sublease.

24. **Partial Invalidity.** If any provision of this Sub-sublease is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this Sub-sublease shall nonetheless continue in full force and effect without being impaired or invalidated in any way. In addition, if any provision of this Sub-sublease may be modified by a court of competent jurisdiction such that it may be enforced, then said provision shall be so modified and as modified shall be fully enforced.

25. **Venue.** Venue for any litigation brought by Sub-sublessor or Sub-sublessee hereunder shall be in a court of applicable jurisdiction located in Allen County, Indiana.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Sub-sublease as of the day and year first above written.

SUB-SUBLESSOR:

Ivy Tech Community College

By: _____
Jerrilee Mosier, Chancellor

By: _____
Thomas J. Snyder, President

SUB-SUBLESSEE:

City of Fort Wayne, Indiana

ATTEST:

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

The City of Fort Wayne, as Master Sublessor under the Master Sublease, dated as of November 1, 2012, between the Master Sublessor and Ivy Tech Community College, as Master Sublessee, hereby consents to the foregoing Sub-sublease.

ATTEST:

City of Fort Wayne, Indiana

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

EXHIBIT A

MASTER SUBLEASE

[To Be Provided]

EXHIBIT B
SUB-SUBLEASED PREMISES
[To Be Provided]

SCHEDULE 1

**DESCRIPTION OF EQUIPMENT IN FIRING RANGE,
APPARATUS BAY AND WEIGHT ROOM**

[To Be Provided]