

BILL NO. S-13-05-30

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A LEASE
AGREEMENT for 202 WEST BERRY STREET
BETWEEN THE CITY OF FORT WAYNE AND
METRO VENTURE, LLC. BY AND THROUGH
ITS BOARD OF PUBLIC WORKS.**

WHEREAS, the City of Fort Wayne desires to lease 4.739 square feet in a building located at 202 West Berry Street, Fort Wayne, Indiana for general office use; and

WHEREAS, the term of lease is for five (5) years with two (2) five (5) year options to renew and for the annual lease payment of Fifty-Two Thousand, One Hundred Twenty-Nine and 00/100 Dollars – (\$52,129.00); and

WHEREAS, said lease agreement requires the approval of the Common Council of the City of Fort Wayne.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That said lease agreement between the City of Fort Wayne, Indiana, and Metro Venture, LLC, (Exhibit "A" attached hereto and made a part hereof), is hereby approved by the Common Council of the City of Fort Wayne, Indiana.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney



CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

May 22, 2013

City Council Members
City of Fort Wayne

RE: City of Fort Wayne/Metro Venture, LLC Lease – 202 West Berry Street

Dear Council Members:

The City negotiated a new lease agreement with Metro Venture, LLC to lease 4,739 square feet in a building located at 202 West Berry Street for general office use.

A copy of the lease is attached.

It is a five year lease containing two five year option to renew clauses.

The annual lease payment is \$52,129.00.

The City of Fort Wayne Board of Public Works has approved this lease.

We are asking for Council to approve the lease and funding of the annual payments during the first five years.

If you have any questions on the above, please feel free to contact me at 427-5402.

Sincerely,

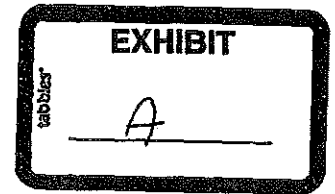
A handwritten signature in cursive script that reads "Daniel A. Brenner".

Daniel A. Brenner
Property Manager

ENGAGE • INNOVATE • PERFORM

CITIZENS SQUARE

200 E. Berry St. • Fort Wayne, Indiana • 46802 • www.cityoffortwayne.org
An Equal Opportunity Employer



OFFICE LEASE

THIS OFFICE LEASE ("Lease"), is entered into this ____ day of May, 2013, but shall be effective as of September 1, 2013 (the "Effective Date") by and between Metro Venture, LLC an Indiana Limited Liability Company ("Landlord"), and the City of Fort Wayne, Indiana ("Tenant").

WITNESSETH:

ARTICLE I **Premises**

The Landlord, in consideration of the rents, covenants, and agreements hereinafter set forth and hereby agreed to be paid, kept, and performed by Tenant, its successors and assigns, has leased and by these presents does lease to Tenant that portion of improvements located at 202 W. Berry Street, in the City of Fort Wayne, County of Allen, State of Indiana, (the "Building") commonly known as "Fifth Third Tenant Center " and more particularly described as:

4,739 sq.ft. of professional office space in the second floor of the Building

(the "Leased Premises.") as delineated on Exhibit "A" attached hereto and made a part hereof.

ARTICLE II **Occupancy and Use of Leased Premises.**

Section 2.1 Occupancy and Use of Leased Premises.

The Leased Premises shall be used and occupied by Tenant, subject to the conditions herein contained, for general office purposes only. In no event shall the Leased Premises be used or occupied by the Tenant in any manner contrary to any applicable law, zoning regulations or recorded restrictions.

Section 2.2 Acceptance.

Tenant has inspected the Leased Premises and is satisfied with the current physical condition thereof subject to Tenant's inspection and acceptance of the improvements to be made to the Leased Premises by Landlord as described in Landlord's Improvements, a copy which is attached hereto and made a part hereof as Exhibit B. Tenant's taking possession of the Leased Premises on the Commencement Date (as hereinafter defined) shall be conclusive evidence that the same are accepted by Tenant. Tenant agrees that no representation as to the condition of the Leased Premises has been made except as herein stated and that no promise to decorate, alter, repair, or improve the Leased Premises prior to or during the Lease Term (as hereinafter defined) has been made, except as provided in this Lease.

Section 2.3 Pre- Commencement Date Occupancy

If, by mutual consent of the parties, Tenant occupies the Leased Premises prior to the Commencement Date, Tenant shall pay the rent as herein established on a pro-rata basis; and such occupancy shall be subject to the terms and conditions of this Lease during such period; provided, however, that occupancy during such period shall not affect the duration of the Initial Lease Term (as hereinafter defined). Subject to the availability of the Leased Premises on the Commencement Date (as hereinafter defined), the Tenant shall have the right prior to the Commencement Date, to enter upon the Leased Premises at reasonable times for the purpose of preparing the Leased Premises for its intended use.

ARTICLE III Lease Term

Section 3.1 Term.

The term of this Lease shall be for a period of five (5) years (the "Initial Lease Term"), commencing on the Effective Date (also referred to herein as the "Commencement Date") and continuing thereafter to and including August 31, 2018. If the Leased Premises are not available or ready for occupancy on the Commencement Date, then the Commencement Date shall be the subsequent date on which the Leased Premises are available and accepted for occupancy, as evidenced by written notice of availability of the Leased Premises given by Landlord to Tenant at least five (5) business days prior to such date and written acceptance of the Lease Premises by Tenant. Subject to the terms hereafter set forth, the anticipated Commencement Date is September 1, 2013.

Section 3.2 Lease Renewal Option.

If Tenant is not then in default under this Lease at the expiration of the Initial Lease Term (or the first Renewal Term (as hereinafter defined), if applicable), Tenant is granted a maximum of two (2) consecutive options to renew the Initial Lease Term. The term of each renewal shall be for a period of two (2) years (each a "Renewal Term") commencing on the day immediately following the expiration of the preceding term. Subject to rental adjustments as hereinafter provided, all terms and conditions of this Lease shall remain the same during each Renewal Term. Each option to renew shall be exercised by Tenant's delivery to Landlord of Tenant's written intention to exercise the option to renew, pursuant to Article XVI hereof, at least sixty (60) days prior to the date of expiration of the Initial Term (or first Renewal Term, if applicable). The Initial Term of this Lease together with all Renewal Terms are collectively referred to herein as the "Lease Term".

ARTICLE IV Rent Deposit and Rent Adjustment

Section 4.1 Rent.

Subject to rent adjustment as provided in Section 4.2 hereof, Tenant shall, pay to Landlord as rent for the Leased Premises the sum of \$52,129.00 per annum, in equal monthly installments of \$4,344.00 each, in advance and without demand, on the first day of each and every calendar month during the Initial Lease Term and any Renewal Term. If the Commencement Date of this Lease shall be other than the first day of a calendar month, then Tenant shall pay rent at the rate herein

established on a pro-rata basis for the number of days of tenancy during such initial month and shall thereafter make rent payments on the first day of each calendar month, with a like adjustment for the final month of the Initial Lease Term if applicable. The rent shall be payable at the office of the Landlord, c/o CB Richard Ellis/Sturges, P.O. Box 660071, Indianapolis, IN 46266-0071, or at such other place as Landlord may from time to time designate in writing.

Failure of Landlord to make demand for rental when due shall not excuse payment thereof. Tenant shall pay all items of additional rent and any other sum due to Landlord hereunder forthwith; and said amounts, and also delinquent rent installments, shall bear interest from and after ten (10) days after due date until paid at the rate of six (6%) percent per annum.

Section 4.2 Rent Adjustments for Taxes and Assessments.

Landlord shall pay all real estate taxes and assessments due and payable on the Building or any part thereof during the Lease Term before such real estate taxes and assessments become delinquent and a charge assessed against the Building is levied. Landlord shall provide notice, including an itemized breakdown and calculation of the Tenant's pro rata share of real estate taxes and assessments paid, within thirty (30) days of said payment.

Real estate taxes, as herein described, shall mean any real estate taxes actually paid by the Landlord on the Building in a given Lease year, not the actual year of assessment, as taxes are paid one year in arrears. Said additional rental for real estate taxes or assessments shall be paid to Landlord within thirty (30) days of Tenant's receipt of notice from Landlord of said pro rata share of real estate taxes and assessments chargeable to Tenant.

Section 4.3 Rent Adjustments for Consumer Price Index Increase.

Beginning September 1, 2014, and on each September 1 thereafter, during the Lease Term, the total rent payable for each such year shall be adjusted to reflect increases in the annual Consumer Price Index from the immediately preceding year. The adjustment shall be computed by increasing the annual rent payable for each such year by an amount equal to the percentage increase from the prior year's September Consumer Price Index to the current year's September Consumer Price Index. For purposes of this Lease the Consumer Price Index is defined as the Consumer Price Index for All Urban Consumers - (CPI-U), Midwest Urban, All Items. In no event shall the rent payable in any year during the Initial Lease Term or any Renewal Term be less than the rent payable for the immediately preceding year, notwithstanding a decrease in the Consumer Price Index. Landlord shall notify Tenant pursuant to ARTICLE XVI (b) thereof of any increases in the annual rent on or before December 1, 2014 and on or before December 1 thereafter, during the Initial Term and any Renewal Term. The increase in the annual rent for September, October, November and December of any year shall be added to the payment due on January 1 of the following year.

A. For the purpose of determining Tenant's proportionate share of rent adjustment under Section 4.1 and Section 4.2, it is agreed that the rentable area for the Leased Premises is 4,739 square feet, and the rentable area of the Building is 123,368 square feet.

Section 4.4 Security Deposit.

INTENTIONALLY DELETED

ARTICLE V
Services, Alterations, and Repairs

Section 5.1 Services by Landlord.

Except for telephone and broadband usage fees, which shall be the responsibility of the Tenant, Landlord covenants and agreed that so long as Tenant is not in default of any term, condition, or provision hereof:

- A. To heat and air condition the Leased Premises during normal business hours for the Building at temperatures customarily provided the occupancy of first class office space in Fort Wayne, Indiana, subject to any applicable law or ordinance.
- B. To furnish electric power for lighting and operation of small office machines and the air conditioning and heating referred to in subparagraph A. above during normal business hours for the Building.
- C. To provide continuously available elevator service to and from the Leased Premises.
- D. To provide water for lavatory and drinking purposes in places designated by Landlord.
- E. To provide daily cleaning services and regular maintenance and repair services to keep the public areas of the Building (including bathrooms) clean and in good order and repair; to cause the Leased Premises to be cleaned by sweeping floors, dusting the surfaces of normal office furniture, and emptying waste baskets on each business day; and to cause the floors and windows of the public areas in the Leased Premises to be cleaned at reasonable intervals. The foregoing provision notwithstanding, the File Storage Room in the Leased Premises (as identified on attached Exhibit A) shall be cleaned and maintained exclusively by Tenant, and Landlord shall not have access to the File Storage Room, except as herein provided.
- F. Tenant covenants and agrees not to use any apparatus or device in, upon or about the Leased Premises which in any way may increase the demand and usage of air conditioning and electric power in excess of the amounts described in Article V, Section 5.1, A; nor shall Tenant connect any apparatus or device to the conduits or pipes or other means by which such services are supplied for the purpose of using or acquiring additional or unusual amounts of such services without the written consent of Landlord. Should Tenant use such demand, use, or require such additional services, Landlord shall charge with Tenant Landlord's cost for the same. Such charge shall be additional rental and shall be based upon the requirements and usage which are in excess of the usual, customary and normal office usage of the Leased Premises. Such charge shall be based upon the average cost per unit of electricity for the Building applied to the excess use as determined by an independent professional engineer selected by Landlord, or shall be determined by a sub-meter to be furnished and installed at the option of the Landlord and at Landlord's expense. If Tenant refuses to pay upon demand to Landlord any such excess charge, such refusal shall be and constitute a breach of the obligation to pay rent under and pursuant to

this Lease and entitle Landlord to any and all rights and remedies herein granted Landlord and reserved to Landlord for such breach.

G. To furnish Tenant, free of charge, with twelve (12) keys for each door entering the Leased Premises. Additional or replacement keys will be furnished at a charge by Landlord equal to its cost plus 15% on an order signed by Tenant or Tenant's authorized representative. All such keys shall remain the property of Landlord. Except as hereinafter provided, no additional locks shall be allowed on any door of the Leased Premises, and Tenant shall not, except for additional keys made for the File Storage Room, make or permit to be made any duplicate keys, except those furnished by Landlord. Upon the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord all keys for the Leased Premises and inform Landlord of the combination for all locks for safes, safe cabinet, and vault doors, if any, in the Leased Premises.

H. To provide and install, at Landlord's cost, all signage identification on the entry door to the Leased Premises, as set forth in the Landlord Improvements listed on attached Exhibit B. All such letters and numerals shall utilize the Building's standard graphics. Only Building standard graphics may be used in any public area or openings on to public areas in the Building.

I. Landlord shall furnish a Lobby Directory Board Strip identifying Tenant on the Lobby Directory Board. The cost of any subsequent changes or additions to Tenant's Board Strip will be charged to the Tenant.

J. Landlord shall not be responsible for any security to the Building, the Leased Premises, or Tenant's property therein; provided, however, that the Landlord shall, at its cost install deadbolts to the door of the File Storage Room.

K. No interruption or malfunction of any of the services to be furnished by Landlord hereunder, which are not caused by the intentional or negligent acts or omissions of Landlord, shall constitute an eviction or disturbance of Tenant's use and possession of the Leased Premises; or a breach by the Landlord of any of its obligations hereunder, or render the Landlord liable for damages or entitle Tenant to be relieved of any of its obligations hereunder (including the obligation to pay rent) or grant Tenant any right of set off or recoupment. In the event of any such interruption or malfunction of such services, however, Landlord agrees to use its best efforts to immediately restore such services. In the event Landlord fails to exercise its best effort to immediately restore such services to their normal operating capacity, or if such services are not restored in any event within fourteen (14) days following interruption or malfunction, Tenant shall have the right to terminate the Lease without liability to Landlord. Tenant shall not be liable for the payment of rent or any other costs, charges or expenses hereunder during the period in which services are interrupted or malfunctioning for any reason.

Section 5.2 Tenant's Improvements.

Tenant shall upgrade the computer and telephone wiring systems servicing the Leased Premises and install a surveillance/security system, all at Tenant's cost. Tenant may enter the Leased Premises at reasonable times prior to the Commencement Date upon reasonable advance notice to Landlord to complete the upgrading of the computer and telephone wiring systems and installation of the

surveillance/security system. No other alteration, addition, improvement, or refinishing of or to the Leased Premises shall be made by Tenant without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any alteration, addition, or improvement made by the Tenant after such consent shall have been obtained shall be made strictly in accordance with all applicable building codes and governmental authority regulations, and all such alterations, additions, or improvements and any fixtures installed by Tenant (including wall-to-wall carpeting and wall paneling) shall become the property of the Landlord unless otherwise agreed to in writing by Landlord and Tenant upon the expiration or earlier termination of this Lease

Section 5.3 Structural Repairs and Maintenance.

The Landlord will make any and all repairs to maintain in good order and repair the exterior, common areas, and structural parts of the Building. Landlord reserves the right, pursuant to governmental requirements, to make such repairs, alterations or improvements in or to the Building or to any part thereof, including the (excluding the File Storage Room unless prior written consent of the Tenant is first obtained) Leased Premises, as it shall deem necessary or appropriate and during such operations to close entrances, doors, corridors, and other facilities, and to erect scaffolding and other apparatus on the sidewalks in front of and on the exterior portions of the Building, all without liability to the Tenant by reason of interference, inconvenience or annoyance, provided, however, that all such work shall be done as promptly as possible and in such manner as to cause the least possible interference, inconvenience, and annoyance to the Tenant, and, provided further, that, except in case of emergencies, ten (10) day's notice of intention to enter the Leased Premises for such purpose shall be given to the Tenant.

ARTICLE VI

Liens

Tenant shall not permit any mechanics' lien to be filed against the fee of the Leased Premises or against the Tenant's Leasehold interest in the Leased Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to the Tenant or any person or entity holding the Leased Premises through or under the Tenant, whether prior or subsequent to the commencement of the term hereof. If any such mechanics' lien shall at any time be filed against the Leased Premises and Tenant shall fail to remove same within thirty (30) days thereafter, it shall constitute a default under this Lease.

ARTICLE VII

Assignment and Subletting

Tenant shall not assign or encumber this Lease, nor sublet nor permit the Leased Premises or any part thereof to be used by others without prior written consent of Landlord, said consent not to be unreasonably withheld. No consent by the Landlord, nor the acceptance of assignee, subtenant or occupant as a tenant, shall release the Tenant from the performance by the Tenant of the covenants in this Lease or be construed to relieve the Tenant from obtaining the Landlord's written consent to any further assignment or subletting. Unless Landlord shall consent in writing, which consent shall not be unreasonably withheld, Tenant shall remain primarily liable on this Lease for the Lease Term. This Lease may be assigned by Landlord, and upon such assignment the obligations of Landlord hereunder shall become obligations solely of such assignee.

ARTICLE VIII

Indemnification; Insurance

Sec. 8.1. Indemnification by Tenant.

Tenant shall indemnify and hold harmless Landlord, its officers, employees, representatives and authorized agents from and against any direct (but not incidental, special, consequential or punitive) losses, costs, damages, and expenses resulting from claims for personal injury (including death) or property damage arising directly or indirectly from the lease, occupancy, control, use, management and/or operation of the Leased Premises or breach of this Lease by Tenant, unless such property damage, or personal injury is determined to be the result of the intentional or negligent conduct of Landlord, its officers, employees, representatives, contractors, licensees, invitees or authorized agents. The foregoing indemnity by Tenant shall survive for a period of two (2) years following the date of expiration or earlier termination of this Lease.

Section 8.2 Indemnification by Landlord.

Landlord shall indemnify and hold harmless Tenant, its officers, employees, representatives and authorized agents from and against any direct (but not incidental, special, consequential or punitive) losses, costs, damages, and expenses resulting from claims for personal injury (including death) or property damage arising directly or indirectly from the ownership, occupancy, control, use, management and/or operation of the Building (or any portion thereof) or breach of the Lease by Landlord, unless such property damage, or personal injury is determined to be the result of the intentional or negligent conduct of Tenant, its officers, employees, representatives, contractors, licensees, invitees or authorized agents. The foregoing indemnity by Landlord shall survive for a period of two (2) years following the date of expiration or earlier termination of this Lease.

Section 8.3 Casualty Insurance.

Landlord shall keep the Building insured throughout the Lease Term against loss or damage by fire and such other risks as are usually and customarily covered by extended coverage endorsement, for the full insurable value of the Building. Landlord shall furnish to Tenant certificates evidencing the continuous and uninterrupted existence of such insurance. All sums payable under the policy for damage to the Building shall be paid to Landlord and shall be applied by Landlord toward restoration of the Leased Premises to the extent the Leased Premises suffers loss or damage, unless Tenant terminates this Lease under Article XIII hereof. Landlord and Tenant shall jointly adjust losses and execute proofs of loss under the policy, unless Tenant terminates this Lease.

Section 8.4 Restoration.

If the Leased Premises are damaged by fire or other casualty, it shall be promptly repaired and restored by Landlord to as near the condition existing before the damage as is reasonably possible. However, if repair or restoration of the Leased Premises may reasonably be expected to take longer than sixty (60) days, Tenant may terminate this Lease by written notice to Landlord given within thirty (30) days following the date of the damage or destruction. Rent payments are abated throughout the period in which Tenant is unable to use the Leased Premises or any substantial

portion thereof.

ARTICLE IX Waiver of Subrogation

Notwithstanding anything herein to the contrary, Landlord and Tenant and all parties claiming under them, hereby mutually release and discharge the other from all claims and liabilities arising from or caused by any hazard covered by insurance on the Building or the Leased Premises, or covered by insurance in connection with property on or activities conducted at the Building or the Leased Premises, regardless of the cause of the damage or loss. This release shall apply only to the extent that such loss or damage is covered by insurance and only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies.

ARTICLE X Holding Over

In the event that Tenant or any party holding under Tenant shall hold over the Leased Premises beyond the expiration of the term of this Lease, whether by expiration or forfeiture, such party shall pay double rent hereunder during such hold over period. Provided, however, that if Tenant shall remain in possession of the Leased Premises beyond the expiration of the Lease Term with the express consent of the Landlord then such possession shall be as a month-to-month tenant at the same rent as the last month of the Lease Term, and the provisions of this Lease shall be applicable. Prior to the expiration or earlier termination of this Lease, if Tenant is not in default on any obligation or covenant under this Lease, Tenant may remove its office supplies and movable office furniture and equipment from the Leased Premises, and shall promptly repair any damage caused by such removal.

ARTICLE XI Landlord's Access to Leased Premises

In order to ensure that Tenant is able to comply with all applicable regulatory obligations of confidentiality and contractual obligations to its Federal Partners, including but not limited to EEOC and HUD Landlord agrees that Tenant requires that the File Storage Room shall remain locked and under the exclusive control of Tenant at all times during the Lease Term.

Landlord shall install deadbolts on the access door to the File Storage Room, and shall deliver two (2) keys for each deadbolt to the Executive Director of the City of Fort Wayne Metropolitan Human Relations Commission, as Tenant's authorized agent, who shall have exclusive control of such keys during the Lease Term.

If Landlord requires access to the File Storage Room, Landlord shall request such access in writing and Tenant may in its sole discretion provide such access on the condition that an authorized representative of the Tenant is present at all times during which Landlord has access to the File Storage Room. Tenant must be given twenty-four (24) hours advance notice of Landlord's request for access to the File Storage Room.

Tenant agrees to clean and maintain the File Storage Room in an orderly manner during the Lease Term.

ARTICLE XII

Default

The following events shall be deemed to be events of default by Tenant under this Lease;

A. If Tenant shall fail to pay any fixed or additional rent due hereunder or shall otherwise fail to comply with any term, or provision, or covenant of this Lease, and shall not cure such default within thirty (30) days (ten (10) days in the event of non-payment of rent) after written notice of such default to Tenant.

B. If Tenant shall become insolvent, or shall make a transfer in fraud of its creditors, or shall make an assignment for the benefit of its creditors.

C. If Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant shall be adjudicated bankrupt or insolvent in the proceedings filed against Tenant thereunder.

D. If a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

E. If Tenant shall desert or vacate any substantial portion of the Leased Premises.

Section 12.1 Remedies of Landlord.

Upon the occurrence of any such event of default, Landlord shall have the option to pursue any one or more of the following remedies (as well as any other remedies provided by law) without any notice or demand whatsoever:

A. Declare immediately due and payable the entire amount of the rent then remaining to be paid under this Lease for the balance of the Lease Term.

B. Enter upon and take possession of the Leased Premises without terminating this Lease and without relieving Tenant of its obligation to make the monthly payments or rent herein reserved, and expel or remove Tenant and any other person who may be occupying said premises or any part thereof and any personal property or trade fixtures located therein (including changing or altering the locks and other security devices) and relet the Leased Premises in the name of Landlord or Tenant at any rental readily obtainable, and receive the rent therefore. In such event Tenant shall pay to Landlord on demand any deficiency that may arise by reason of such reletting and the expenses of such reletting, for the residue of the term of this Lease.

C. Forfeit and terminate this Lease forthwith. In the event of such termination, Tenant shall immediately surrender the Leased Premises to Landlord and if Tenant fails to do so, Landlord may enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof, and any personal property or trade fixtures located therein (excluding the files and other materials in the File Storage Room which shall at all times remain under the exclusive possession and control of Tenant). In the event of the forfeiture of this Lease as herein

provided, Tenant agrees that any security deposit being held by Landlord hereunder shall be forfeited to Landlord as liquidated damages for Tenant's default, which liquidated damages shall be in addition to and not in lieu of any unpaid rent or any other damages accruing to Landlord by reason of the violation by Tenant of any of the terms, provisions, and covenants of this Lease.

D. Tenant hereby waives demand for rent, demand for possession, notice of forfeiture, notice of termination and any and all other demands or notices required by law. Pursuit by Landlord of any of the foregoing remedies or any other remedy provided by law shall not constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation by Tenant of any of the terms, provisions, and covenants of this Lease. In no event shall Tenant be relieved from its obligation to pay the rentals specified in this Lease by reason of a surrender of possession, termination of this Lease or in any other manner whatsoever, unless specifically agreed to in writing by Landlord.

ARTICLE XIII

Damage by Fire; Eminent Domain

Section 13.1 Damage and Destruction.

A. In the event that the Leased Premises or any substantial part thereof, or any substantial part of the building of which the Leased Premises are a part shall be destroyed or damaged by fire or unavoidable casualty, then this Lease may be terminated at the election of Landlord, such election to be made by the giving of written notice to Tenant within sixty (60) days after such destruction or damage.

1. If Landlord shall not exercise said election or if such damage or destruction shall not affect a substantial part of the Leased Premises or Building, this Lease shall continue in force and Landlord covenants in such event, to repair or rebuild with reasonable diligence the building in which the Leased Premises are located, so as to make the Leased Premises as nearly similar in value and character to their condition immediately prior to such destruction or damage as shall be practicable and reasonable, to the extent permitted by the net proceeds of insurance recovered for such destruction or damage, and subject to zoning and building laws then in existence. "Net proceeds of insurance recovered" refers to the gross amount of such insurance less the reasonable expenses of landlord in connection with the collection of the same, including without limitation fees and expenses for legal and appraisal services. In such event, however, Landlord shall not be required to repair, or rebuild or restore any additions alterations or improvements made by or for the Tenant and not required by this Lease to be furnished by Landlord, nor any trade fixtures, furniture, equipment, signs or other property installed by or belonging to Tenant.
2. If Landlord shall not exercise said election and if the Leased Premises shall not be repaired and rebuilt as above provided within the period of sixty (60) days from the date of such destruction or damage, then this Lease may be terminated at the election of Tenant, such election to be made by the giving of written notice to Landlord within ten (10) days after the end of said period.

If this Lease is not terminated as above provided and if the fault or neglect of the Tenant or its agents, servants, or employees did not cause or contribute to such damage or destruction, then from and after such damage or destruction and until the Leased Premises are repaired or rebuilt in accordance with the foregoing provisions the fixed annual rent will abate, either wholly or

proportionately, according to the extent that the Leased Premises have been rendered untenable by such damage or destruction.

Section 13.2 Condemnation.

A. If the whole of the Leased Premises shall be taken for any public or any quasi-public use under any statute or by right of eminent domain, or by purchase under threat of condemnation, then this Lease shall automatically terminate as of the date that title shall be taken.

B. If any part of the Building shall be so taken and this Lease shall not be terminated under the provisions of Section 13.2A above, then Landlord shall have the option to terminate this Lease upon sixty (60) days' notice to Tenant, if continued operation of the remaining structure or improvements is uneconomic, in Landlord's sole discretion.

C. In any event, all compensation awarded or paid upon such a total or partial taking shall belong to and be the property of the Landlord without any participation by the Tenant provided, however, that nothing contained herein shall be construed to preclude the Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceeding for loss of business, depreciation to, damage to, or cost of removal of, or for the value of trade fixtures, furniture and other personal property belonging to the Tenant; provided, however, that no such claim shall diminish or otherwise affect the Landlord's award.

ARTICLE XIV

Surrender of Leased Premises

At the expiration of the Lease Term, Tenant shall surrender the Leased Premises in as good condition as they were at the beginning of the Lease Term, reasonable wear and tear excepted. Notwithstanding any provision of law or any judicial decision to the contrary, no notice shall be required to terminate the Lease Term as herein provided, and the Lease Term of Lease shall expire on the termination date herein stated without notice being required from either party.

ARTICLE XV

Waiver

No waiver by Landlord of any violation or breach of any of the terms, provisions, and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one of more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

If Landlord incurs any expenses, including court costs and attorneys' fees, as a result of a default by Tenant under this Lease, then such expenses shall be reimbursed by Tenant as additional rent, whether or not such default is subsequently cured.

ARTICLE XVI

Notices

Whenever under this Lease provision is made for notice of any kind, the notice must be in writing, and it must be given by hand delivery or by registered or certified mail with the postage prepaid. For purposes of this Lease, such a notice is given on the date of its actual delivery, registry or certification and deposit in the United States mail.

- a) Notice to Tenant is to be mailed to:

City of Fort Wayne
Attention: City Controller
200 E. Berry Street
Suite 470
Fort Wayne, IN 46802

- b) Notice to Landlord is to be mailed to:

Metro Venture, LLC
c/o CB Richard Ellis/Sturges
P.O. Box 660071
Indianapolis, IN 46266-0071

- c) Either party may change its address for notices by giving the other party notice of the change in the manner provided in this section.

- d) Rental payments shall be made payable to "Metro Venture, LLC" and mailed to:

Metro Venture, LLC
c/o CB Richard Ellis/Sturges
P.O. Box 660071
Indianapolis, IN 46266-0071

ARTICLE XVII Miscellaneous Provisions

Section 17.1 Force Majeure.

Landlord shall be excused from performing any obligation or undertaking provided in this Lease in the event and/or so long as the performance of any obligation is prevented or delayed, retarded or hindered by Act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure equipment, facilities, materials, or supplies in the open market, failure of power, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, requisition, laws, orders of government or civil or military authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of Landlord.

Section 17.2 Attornment.

The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owners at the time in question of the fee simple title to the premises, and in the event of transfer of said fee simple estate, then the party conveying said fee simple estate shall be automatically relieved after the date of such transfer, of all personal liability as respects the performance of any obligations on the part of Landlord contained in this Lease arising out of acts thereafter occurring or covenants thereafter to be performed, it being intended hereby that all the obligations contained in this Lease on the part of Landlord shall be binding upon Landlord, its successors and assigns, only during and in respect of their respective periods of ownership of said fee simple estate in the premises.

Section 17.3 Subordination.

Tenant agrees that this Lease and Tenant's interest in this Lease is subordinate to any mortgage, deed of trust or other method of financing or refinancing now or hereafter encumbering the Leased Premises, the land underlying the Leased Premises and/or the Building and to all renewals, modifications, replacements, consolidations and extensions thereof. The subordination of this Lease and Tenant's interest herein as aforesaid (The Subordination) is effective and self-operative without the execution of any further instrument on the part of either party hereto; provided, however, that Tenant may, upon its written request and notification of Landlord, within ten (10) days from the date of this Lease and not otherwise, condition the subordination by requiring the delivery to Tenant of a "Non-Disturbance Letter" from the holder of any such mortgage, deed of trust or other security instrument to the effect that in the event of a foreclosure or other action taken under such security instrument, that this Lease and the rights of Tenant hereunder shall not be disturbed, diminished, or interfered with, but shall continue in full force and effect so long as Tenant shall not be in default hereunder. In such event, The Subordination shall be effective upon delivery to Tenant of the "Non-Disturbance Letter".

In any event, if any such mortgage, deed of trust, or other security instrument encumbering the Leased Premises is foreclosed for any reason, and the holder of such mortgage, deed of trust or other security instrument succeeds to the interest of Landlord under this Lease, Tenant shall be bound to such mortgage, deed of trust or security holders under all the terms of this Lease for the balance of the term thereof remaining, with the same force and effect as if said mortgagee were the Landlord under this Lease; and Tenant hereby attorns to the mortgagee as its Landlord, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the parties hereto, immediately upon the mortgagee succeeding to the interest of Landlord under this Lease.

Section 17.4 Headings and Definitions.

It is agreed that the headings and phrases as to the contents of particular paragraphs of this Lease are inserted only as a matter of convenience and for reference, and in no way are intended to be a part of this Lease, or in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

Where in this instrument pronouns or words indicating the singular number appear, such words shall be considered as masculine, feminine or neuter pronouns or words indicating the plural number, and vice versa, where the context indicates the propriety of such use.

Section 17.5 Modification.

Landlord and Tenant agree that this Lease contains the entire agreement between them and shall not be modified in any manner except by an instrument in writing signed by each of them.

Section 17.6 Benefit.

Except as provided for in Section 17.2 hereinabove, this Lease shall insure to the benefit of and be binding upon the Landlord and Tenant and their respective heirs, executors, administrators, successors and such assigns and subTenants as may be permitted hereunder.

Section 17.7 Authorization.

Each individual executing this Lease on behalf of a corporation represents and warrants that he has been authorized to do so by the Board of Directors of such corporation.

Section 17.8 Certifications and Confirmations (Estoppel Certificates) of Lease Status.

Tenant agrees that from time to time, upon the request of Landlord, it will execute and delivery such statements or certificates (Estoppel Certificates) as may be required by any lender or prospective purchaser of Landlord regarding the status of Tenant's Lease and occupancy. Tenant further agrees that within ten (10) days after receipt from Landlord of a request for confirmation of Lease terms and status it will execute and return same to Landlord, noting any corrections thereto, failing which the terms and status of this Lease and Tenant's occupancy thereunder shall be deemed as stated in such notice.

ARTICLE XVIII Environmental Matters Hazardous Substances

Tenant covenants and warrants to Landlord that Tenant will not cause or permit the contamination of the Leased Premises or any surrounding properties by any "Hazardous Substances" during the term hereof. Tenant agrees to indemnify and hold Landlord harmless against any direct (but not incidental, consequential, special or punitive) liabilities, costs, expenses arising directly out of any contamination, leakage, seepage or emission of Hazardous Substances from the Leased Premises, which is proven to be caused solely by Tenant, during the Lease Term. In the event of a need for cleanup or removal of any such contamination, Tenant shall immediately pay for and cause such removal in accordance with the directives and requirements of all governmental agencies having jurisdiction thereof. For purposes of this paragraph, "Hazardous Substances" shall mean those substances defined as toxic pollutants and hazardous substances by the United States E.P.A. and any other governmental agencies having jurisdiction over the Leased Premises and the building wherein the Leased Premises are located. This indemnification set forth herein shall survive for a period of two (2) years following the date of expiration or earlier termination of this Lease.

ARTICLE XVIII

Miscellaneous Provisions

Section 19.1 Memorandum of Lease.

At the request of either party, Landlord and Tenant shall execute a Memorandum of Lease in recordable form setting forth the dates of the Lease Term, such other terms and provisions of this Lease as required by statute and such other terms and provisions of this Lease (other than the rent provisions contained in Section 301 hereof) as either party may reasonably request.

Section 19.2 Landlord's Warranty.

Landlord covenants and represents that it has full right and power to execute and perform this Lease and to grant the estate demised in this Lease. Landlord covenants that Tenant, on paying the rent and performing the other duties set forth in this Lease, shall peaceably and quietly have, hold, and enjoy the Leased Premises and all appurtenances to it during Lease Term. Landlord covenants that it holds good fee simple title to the Leased Premises and that the Leased Premises are free from all liens and encumbrances other than building and zoning laws and ordinances and current taxes and that assessments are not delinquent. Landlord further covenants that the applicable building and zoning laws and ordinances permit the Leased Premises to be used for general office purposes.

Section 19.3 Remedies are Cumulative. The various rights and remedies reserved to each of the parties in this Lease are:

- not exclusive of any other right or remedy of the party;
- cumulative and in addition to every other remedy existing at law; and
- exercisable and enforceable concurrently and whenever and as often as an occasion for their enforcement arises.

No delay or omission to exercise any right or remedy by either party impairs the right or power, nor does such a delay or omission constitute a waiver of or acquiescence in any default. In addition, one or more waivers of any covenant, term, or condition of this Lease by either party does not constitute a waiver of a subsequent or continuing breach of the same covenant, term or condition by the other party.

Section 19.4 Governing Law and Severability.

The laws of the State of Indiana govern the validity, performance, and enforcement of this Lease. Any legal action brought by Landlord or Tenant against the other party hereunder the Lease shall be heard by a court of applicable jurisdiction located in Allen County, Indiana. The invalidity or unenforceability of any provision of this Lease does not affect or impair any other provision.

Section 19.5 Scope of Agreement.

The headings of the several sections contained in this Lease are for convenience only and do not define, limit, or construe the contents of the sections or describe the intentions of either party with respect to the scope or interpretation of the sections. All negotiations, considerations,

representations, and understandings between the parties with respect to the Leased Premises are incorporated into the Lease. This Lease may be modified or altered only by a formal written amendment that is signed by both parties.

Section 19.6 Payment of Costs.

Whenever this Lease requires any party to perform any act, all costs or expenses in connection with performance of that act shall be paid by the party required to perform, unless expressly provided otherwise in this Lease.

Section 19.7 Agreement Binding on Successors.

The covenants, agreements, and obligations contained in this Lease extend to, bind, and inure to the benefit of not only the parties to this Lease but also to their respective successors and assigns.

Section 19.8 Councilmanic Approval

This Lease shall not be binding upon Tenant unless and until the Lease is approved by Common Council of the City of Fort Wayne.

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

LANDLORD: METRO VENTURE, LLC.

By: Paul Bean

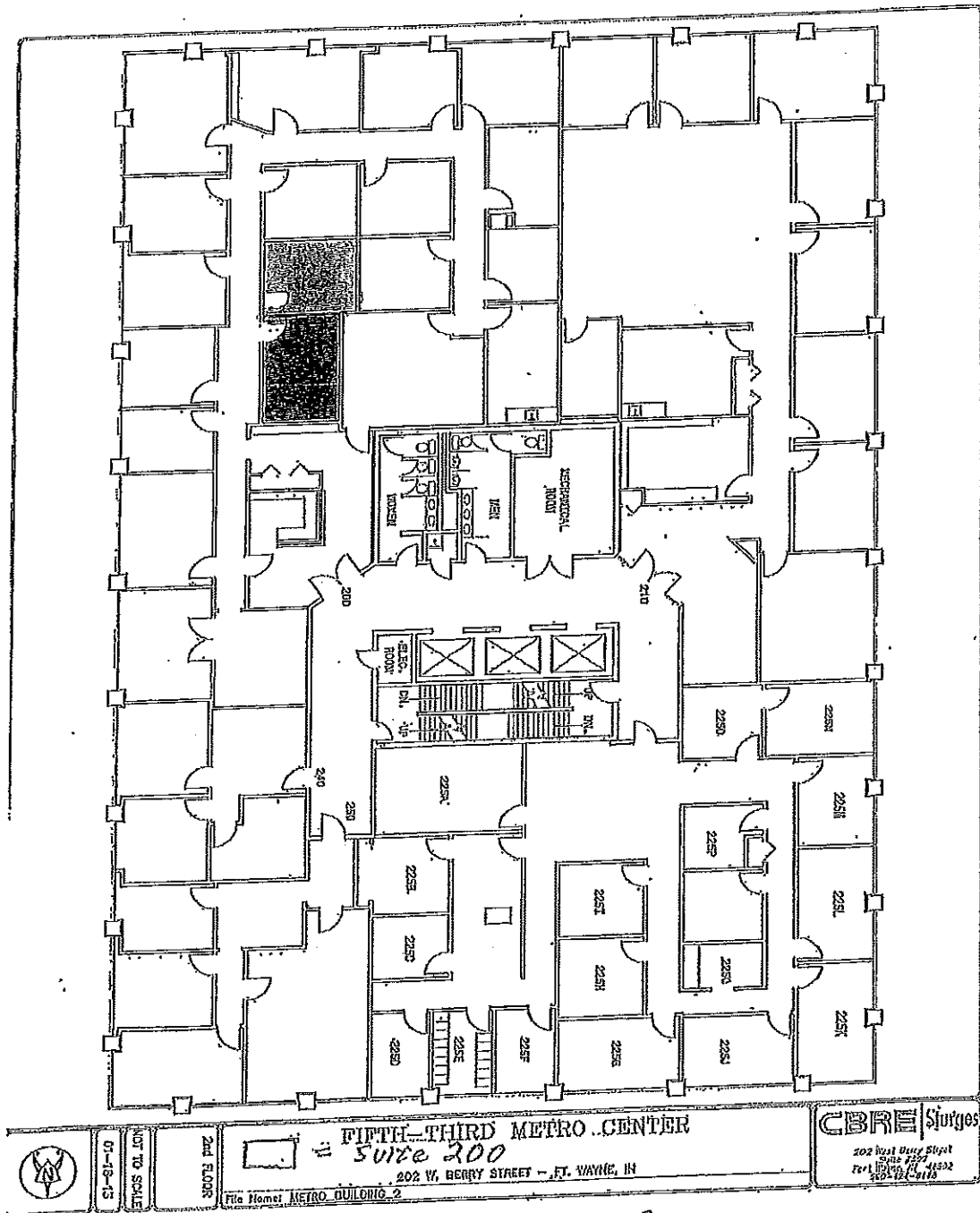
Its: V.P.

TENANT: CITY OF WAYNE, INDIANA

By: _____

Its: _____

EXHIBIT A



Computer/Security Room
File Storage Room

EXHIBIT B
Landlord Improvements

Landlord will make the following improvements to the Leased Premises prior to the Commencement Date:

1. - Hall entrance will be modified to include an inside and outside ADA actuator.
 - Wall behind current receptionist area will be extended to the West wall and painted. New door with lock will be installed into wall.
 - Reception desk will be moved into the wall at the opposite side of the existing room.
 - Reception desk will be fitted with a new sliding glass separation. Counter will be reset at the appropriate ADA height of 34".
 - Newly created reception area will be carpeted.
 - Break area work. New countertop. There will also be all new under sink cabinets. Upper cabinet storage space will be increased. All new upper cabinets will be installed so that they all match (note: Per building dept. inspector, in order to replace the countertop, counter must be meet ADA 34" height requirement.)
 - Convert two (2) offices containing the Computer/Security Room and File Storage Room delineated on Exhibit "A" attached hereto by inserting wall at location of a prior wall, install access door from hallway to Computer/Security Room; install lock on the door of the Computer/Security Room and provide two (2) keys to the Tenant;
 - Install deadbolt on the hallway access door of the File Storage Room delineated on Exhibit "A" attached hereto and provide two (2) keys to the Executive Director of the City of Fort Wayne Metropolitan Human Relations Commission pursuant to Article XI hereof.
 - Install locks on two (2) doors accessing the interior of the office space from the lobby which shall be keyed to match the front door entrance lock. Provide a total of twelve (12) keys to Tenant pursuant to Article V, Section 5.1G hereof.
 - To provide and install, at Landlord's cost, all signage identification on the entry door to the Leased Premises. All such letters and numerals shall be in the Building's standard graphics.

2. Additional Tenant Credits. Tenant will be given a \$4,000 credit by Landlord to be utilized for additional work space updates to be determined by Tenant after Landlord Improvements in have been completed. Said updates to be provided by Landlord's Contractor.

EXHIBIT C
RIDER
RULES AND REGULATIONS

Tenant, its agents, employees, visitors and invitees, hereinafter referred to as Tenant, shall comply with all Rules and Regulations. Any violation of the Rules and Regulations shall be a failure to perform a covenant of the Lease. Landlord shall have the right to change the Rules and Regulations from time to time and such changes shall be as binding on the Tenant as if set forth herein.

1. The normal business hours of the Building shall be from 7:00 a.m. to 6:00 p.m., Monday through Friday except all nationally observed holidays. Landlord reserves the right to charge, at the current rate being charged Landlord by utility companies, Tenant for heating and air conditioning, in season, and electric consumed because of excessive hours of operation necessitated by Tenant's tenancy. Any Tenant desiring to enter or leave the building during other than normal business hours must have an effective code assigned by Landlord.

2. No smoking shall be allowed in the Premises or Building except in the areas (if any) designated by Landlord.

3. The sidewalks, entrances, halls, passages, elevators and stairways shall not be obstructed by Tenant or used for any other purpose than for ingress and egress to and from Tenant's Premises.

4. Tenant shall not make or commit any improper noises or disturbances of any kind in the Building, or defile the water closets, toilet rooms, windows, elevators or doors of the Building or interfere in any way with other Tenants.

5. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of the Building, except as provided for within the building signage standard.

6. No carpet, rug or other articles shall be hung or shaken out of any window or placed in corridors as a door mat, and nothing shall be thrown or allowed to drop by Tenant, out of the windows or doors or down the passages or shafts of the Building, and Tenant shall not sweep or throw or permit to be thrown from the Premises, any dirt or other substance into any of the corridors or halls, elevators, shafts or stairways of the Building.

7. No linoleum or oil cloth, or rubber or other airtight coverings shall be laid on the floors, nor shall articles (except for interior artwork) be fastened to or holes drilled or nails or screws driven into walls, windows, partitions, nor shall the walls or partitions be painted, papered or otherwise covered, or in any way marked, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. The cost of the above shall be at the expense of the Tenant.

8. Nothing shall be placed on the outside of the Building, or on the windows, window sills or projections.

9. The only window treatment permitted for the windows in the Premises is that installed by and approved in writing by the Landlord. The cost of any changes to window treatments within Leased space after execution of this Lease shall be at the expense of the Tenant.

10. All chairs in carpeted areas shall have carpet caters, carpet shields or other similar protective devices.

11. After permission to install telephones, call boxes, telegraph wires or other electric wires has been granted, Landlord will direct where and how the same are to be placed. No wires shall be run in any of the Building except by or under the direction of Landlord. Attaching of wires to the outside of the Building or exposed wires on the interior of the Premises is absolutely prohibited. It is understood that telephones are installed solely for the use and benefit of Tenant and accordingly, Tenant will defend and save Landlord harmless from any damages thereto.

12. Landlord shall in all cases have the right to prescribe the weight and proper position of safes or other heavy objects in the Building. Tenant shall notify the Landlord prior to the bringing in of major quantities of safes, all furniture, fixtures and supplies; the taking out of said articles; moving about of said articles within the Building shall only be at such times and in such manner as Landlord shall designate; and any damage caused by any of the aforementioned operations or by any of the said articles during the time they are in the building, shall be repaired by Landlord at Tenant's expense. The service entry only shall be used for moving the above referenced articles in and/or out of the Building.

13. No additional locks shall be placed upon any doors without the written consent of Landlord, and Tenant shall not permit any duplicate keys to be made. All necessary keys shall be furnished by Landlord, except as referenced in XI, A-1 and the same shall be surrendered upon the termination of this Lease, and Tenant shall then give to Landlord or his agent's explanation of the combination of all locks upon the doors or vaults.

14. No bicycles or similar vehicles will be allowed in the Building except in the storage areas (if any) designated by Landlord. No animals, except certified or registered assistance animals or therapy dogs as described under the American with Disabilities Act (ADA), as amended, shall be brought into or kept in or upon the Premises.

15. Tenant shall not do or permit anything to be done in the Premises, or bring or keep anything therein which will in any way increase the rate of fire insurance on the Building or on property therein, or obstruct or interfere with the rights or other Tenants, or in any way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the Fire Department or with any insurance policy upon the Building or any part thereof, or conflict with any of the rules and ordinances or the Department of Health.

16. Tenant understands and agrees that the vehicle of any Tenant, parked in an unauthorized area, and particularly in areas designated by specially painted curbs as fire lane areas, may be towed away at owner's risk and expense. All employees of Tenant shall be required to park in the employee parking areas designated by Landlord.

17. In order that the Premises may be kept in a good state of preservation and cleanliness, Tenant shall, during the continuance of its Lease, permit the Superintendent of Landlord or contractor designated by Landlord to take charge of and clean the Premises.

18. Tenant shall not employ any person or persons other than as specified in Rule 17 above for the purpose of cleaning the Premises.

19. No machinery of any kind, other than normal office machines (i.e., electric typewriters, dictating or adding machines, or similar desk-type equipment only), shall be allowed to be operated on the Premises without prior written consent of Landlord. Medical equipment and computers are permitted provided that the use and placement of the same shall be coordinated with the building systems in a manner acceptable to Landlord.

20. No interference with the heating apparatus will be permitted. All regulating and adjusting will be done by the employees of Landlord.

21. The use of office suites as sleeping apartments or for any immoral or illegal purposes is absolutely prohibited.

22. Tenant shall not conduct or permit any other person to conduct any auction upon the Premises, or store goods, wares, or merchandise upon the Premises without the prior written approval of the Landlord except for the usual supplies and inventory to be used by Tenant in the conduct of its business.

23. All glass, locks and trimmings, in or about the doors and windows of the Premises and all electric fixtures on the Premises which belong to the Building shall be kept whole, and whenever broken by Tenant, Tenant shall immediately notify Landlord of such breakage. All such breakage shall be repaired by Landlord at Tenant's expense or may be repaired by Tenant at Tenant's own expense at the option of Landlord.

24. Any and all damage to floor, walls or ceilings due to Tenant or Tenant's failure to shut off running water or liquid, shall be paid by Tenant.

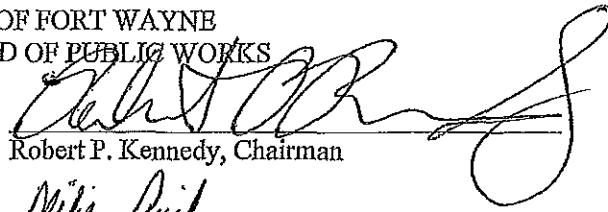
METRO VENTURE, LLC (LANDLORD) AND CITY OF FORT WAYNE (TENANT)
LEASE AGREEMENT
RESOLUTION NUMBER 100-5-15-13-2

Approves the lease agreement between the Metro Venture, LLC (Landlord) and the City of Fort Wayne (Tenant), for the use of 4,739 square feet of rentable area in the Fifth Third Tenant Center, located at 202 West Berry Street, Fort Wayne, Indiana, effective September 1, 2013; with a lease term of five (5) years terminating on August 31, 2018; with two (2) options to renew and; with each renewal term being for a period of five (5) years.

Approved this 15th day of May, 2013

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

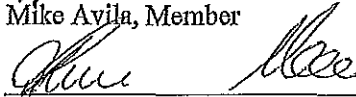
BY:


Robert P. Kennedy, Chairman

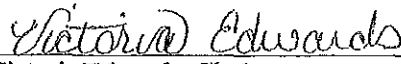
BY:


Mike Avila, Member

BY:


Kumar Menon, Member

ATTEST BY:


Victoria Edwards, Clerk

COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

RFPs, BIDS, OTHER PROJECTS

Bid/RFP#/Name of Project	Lease Agreement between City of Fort Wayne (Tenant) and Metro Ventures, LLC (Landlord) for property located at 202 West Berry Street
Awarded To	Metro Ventures, LLC
Amount	\$52,129.00
Conflict of interest on file?	☒ Yes ☐ No
Number of Registrants	N/A
Number of Bidders	N/A
Required Attachments	

EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	

SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback--Authority)	Lease Agreement between City of Fort Wayne and Metro Ventures, LLC for space located in building at 202 West Berry Street
Sole Source/ Compatibility Justification	NA

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	No <i>If no, explain below</i>
If not lowest, explain	Negotiated Lease

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	Increase of \$52,129.00
--	-------------------------

DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	City leasing 4,739 square feet of general office space in building located at 202 West Berry Street

REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	N/A

FUNDING SOURCE

<i>Account Information.</i>	Property Management Budget