BILL NO. S-26-09-19

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving LEASE AGREEMENT – SOUTHGATE PLAZA SHOPPING CENTER - RESOLUTION #113-8-25-26-1 - $100.00 between Southgate Plaza Company, LLC and the City of Fort Wayne, Indiana, for the Fort Wayne Police Department.

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

SECTION 1. That the LEASE AGREEMENT - SOUTHGATE PLAZA SHOPPING CENTER - RESOLUTION #113-8-25-26-1 - $100.00 between Southgate Plaza Company, LLC and the City of Fort Wayne, Indiana, for the Fort Wayne Police Department, is hereby ratified, and affirmed and approved in all respects, respectfully for:

> Lease of 2,215 square feet of the building located in the Southgate Plaza Shopping Center at 352 East Pettit Avenue, Fort Wayne, Allen County Indiana. Lease Term is for ten (10) years; annual rental is $10.00

involving a total cost of ONE HUNDRED AND 00/100 DOLLARS - ($100.00) - ($10.00 ANNUALLY). A copy of said Lease Agreement is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

____
Malak Heiny, City Attorney

Approval of Resolution #113-8-25-26-1, Lease Agreement between the City of Fort Wayne by and through the Fort Wayne Police Department and Southgate Plaza Company LLC for property located at 352 E Pettit Ave.

BOARD OF PUBLIC WORKS

Date: 8·25·26

BY: ______________________
Shan Gunawardena, Chair

BY: ______________________
Kumar Menon, Member

BY: ______________________
Chris Guerrero, Member

ATTEST: ______________________
Michelle Fulk-Vondran, Clerk

SHOPPING CENTER LEASE AGREEMENT

THIS SHOPPING CENTER LEASE AGREEMENT ("Lease") is entered into by and between Southgate Plaza Company, LLC, an Indiana limited liability company ("Landlord"), and the City of Fort Wayne, Indiana, by and through the Fort Wayne Police Department ("Tenant") and effective on the date of execution hereof by both Landlord and Tenant (the "Effective Date"). Landlord and Tenant are individually referred to herein as a "Party" and collectively referred to herein as the "Parties".

WITNESSETH THAT, in consideration of the rents, covenants and agreements hereinafter set forth, the Parties hereto hereby enter into the following agreement:

ARTICLE I

EXHIBITS

The exhibits listed below and attached to this Lease are incorporated herein by this reference.

EXHIBIT "A"	Legal description of real estate comprising the shopping center located in Fort Wayne, Allen County, Indiana known as Southgate Plaza Shopping Center (hereinafter called "Landlord's Tract").
EXHIBIT "B"	Plot Plan of Landlord's Tract, showing existing and proposed improvements (Landlord's Tract with existing and future improvements being hereinafter called "the Center").
EXHIBIT "C"	Improvements To Premises
EXHIBIT "D"	Restricted Uses and Exclusive Rights
EXHIBIT "E"	Sign Criteria.
EXHIBIT "F"	Exclusive Tenant Parking Spaces

Notwithstanding Exhibits A and B or anything else in this Lease contained, Landlord reserves the right to change or modify, demolish, rebuild and add to or subtract from the size and dimensions of the Center or any part thereof, the number, location and dimensions of buildings and stores, dimensions of hallways, malls and corridors, the number of floors in any building, the location, size and number of tenants' spaces which may be erected in the Center, the identity, type and location of other stores and tenants, and the size, shape, location and arrangement of Common Areas, and to design and decorate any portion of the Center as Landlord desires, provided, however, that the general character of the Center shall not be substantially changed and no modifications, additions or construction to or at the Center shall change the location, size or configuration of the Premises, impair the visibility of Tenant's signs or storefront windows, access to or from the Premises, materially reduce the existing parking facilities at the Center, or reduce the parking spaces designated exclusively for Tenant's use as provided herein or interfere with or limit Tenant's ability to engage and perform the Permitted Use (as hereinafter defined).

ARTICLE II

LEASED PREMISES, TERM AND USE

Section 2.1. Leased Premises.

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the space in the Center designated as Spaces No. 51 and 52 and outlined on Exhibit "B" (herein called "the Premises"), with a front width of approximately 44 feet and a depth of approximately 50.33 feet measured to the center line of all party or common walls and to the exterior faces of all other walls, said Premises containing approximately 2,215 square feet.

Section 2.2. Roof and Walls.

Subject to the prior written consent of Tenant, (which consent shall not be unreasonably withheld), Landlord shall have the exclusive right to use all or any part of the roof, and exterior portions of the side and rear walls of the Premises for any purposes, including but not limited to erecting signs or other structures thereon and erecting aids to the construction and installation of the same, provided such use by Landlord shall not in any event adversely interfere with or limit Tenant's ability to engage in and perform the Permitted Use. Except as set forth in this Section 2.2, Tenant shall not have any rights whatsoever to the exterior of the exterior walls or the roof of the Premises or any portion of the Center outside the Premises, except as provided in Section 5.2 and 12.4 hereof.

Section 2.3. Initial Term.

The term of this Lease shall commence upon the date upon which Tenant commences operations in the Premises (hereinafter called "Commencement Date"). The Lease Term shall end on the last day of the tenth (10th) Lease Year unless sooner terminated as herein provided (the "Initial Lease Term").

Section 2.4. Automatic Extension of Term.

Landlord agrees to and does hereby grant to Tenant unless the Initial Lease Term has earlier terminated as provided herein, five (5) extension options ("Extension Options") to extend the Initial Lease Term for five (5) consecutive two (2) year terms (each an "Extension Term") with each Extension Term commencing at the expiration of the Initial Lease Term, or at the expiration of the preceding Extension Term, as applicable, upon the same terms and covenants and agreements contained in this Lease. Each respective Extension Term shall automatically commence on the date immediately succeeding the expiration date of the Initial Lease Term or Extension Term previously in effect. In the event that Tenant does not desire to exercise any of the Extension Options, Tenant will notify Landlord Ninety (90) days prior to the expiration date of the Initial Lease Term or Extension Term then in effect. In the absence of such written notice by Tenant, Landlord shall notify Tenant that Landlord has not received a notice of Tenants intent not to renew, and then Tenant shall have an additional fifteen (15) days from the date of Landlord's notice to notify Landlord that Tenant will not exercise the next succeeding Extension Option. Tenant's Extension Options are conditioned upon Tenant not being in default of any of the terms and provisions of the Lease at the time of such exercise of Extension Option.

Section 2.5. Lease Year Defined.

a. "Lease Year", as used herein, means a period of twelve (12) consecutive months during the Lease Term commencing as follows.

(1) If the Commencement Date of the Lease, as defined in Section 2.3 herein, is the first day of a calendar month, then the first Lease Year shall commence on the Commencement Date.

(2) If the Commencement Date as defined in Section 2.3 herein, is a date other than the first day of a calendar month, then the first Lease Year shall commence of the first day of the calendar month immediately following the Commencement Date.

b. "Partial Lease Year" means that portion of the Lease Term prior to the first Lease Year. All prorations made pursuant to the provisions of this Lease shall be computed on the basis of three hundred sixty-five (365) or three hundred sixty-six (366) days per year, as applicable.

Section 2.6. Use of the Premises.

a. The Premises shall be lawfully occupied and used by Tenant solely for the purpose of operating a fully functioning Outpost for the southeast quadrant of the City of Fort Wayne (the "Permitted Use") and for no other use or purpose except as hereinafter provided. If Tenant desires to modify or expand the Permitted Use, Tenant shall request Landlord's permission in writing of any modification or expansion to the Permitted Use. No modification or expansion of the Permitted Use may occur until and unless Landlord consents in writing to such modification or expansion, which consent shall not be unreasonably withheld so long as such modification or expansion to the Permitted Use (i) would not interfere with any existing tenants use of their respective premises, (ii) increase Landlord's insurance premiums on the Center, (iii) is in compliance with the current zoning, laws, codes, and regulations, and (iv) does not violates any other tenant lease or loan covenants encumbering the Center.

Section 2.7. Warranty Regarding Premises.

Landlord represents that the Premises, including all structural elements and building systems (HVAC, plumbing, electrical and mechanical) and safety equipment (fire extinguishers) are and will be as of the Commencement Date in good working order and repair and in compliance with all applicable laws and building codes applicable to the use and operation of a retail premises. The foregoing representation is made solely with respect to the Premises' suitability for general retail use and not for Tenant's Permitted Use, and Landlord makes no representation or warranty that the Premises are suitable for the Permitted Use or any specialized requirements related thereto. Landlord makes no other warranty or representation, except as otherwise provided in this Lease, express or implied or otherwise, with respect to the location, use, description, design, merchantability, fitness for use for any particular purposes, condition or durability thereof, or as to the quality of the material or workmanship therein, or otherwise. In the event of any defect or deficiency of any nature in the Premises or any property or fixture or other item constituting a portion thereof, whether patent or latent, Landlord shall have no responsibility or liability with respect thereto, except as otherwise provided in this Lease. Except as expressly provided in this Section 2.7, the provisions of this Section 2.7 have been negotiated and are intended to exclude all other warranties by Landlord, express or implied, with respect to the Premises or any property or fixture or other item constituting a portion thereof, whether arising pursuant to the Uniform Commercial Code or any other law now or hereafter in effect or otherwise.

Section 2.8. Net Lease.

a. This Lease is a net Lease and any present or future law to the contrary notwithstanding, shall not terminate except as otherwise provided herein, nor, except as otherwise provided in this Lease, shall Tenant be entitled to any abatement or reduction, set off, defense or deduction with respect to any Minimum Annual Rent, Additional Rent or other sum payable hereunder, nor except as otherwise provided in this Lease, shall the obligations of Tenant or Landlord hereunder be affected, by reason of: (i) any damage to or destruction of the Premises; (ii) any taking of the Premises or any part thereof of the Landlord's Tract by condemnation or otherwise; (iii) the impossibility or illegality of performance by Landlord, Tenant or both; or (iv) any other cause whether similar or dissimilar to the foregoing. The Parties intend that the obligations of Landlord and Tenant hereunder shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations shall have been modified or terminated pursuant to any provision of this Lease.

b. Except as otherwise provided in this Lease, Tenant shall remain obligated under this Lease in accordance with its terms and shall not take any action to terminate, rescind or avoid this Lease, notwithstanding any bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding affecting Landlord or any assignee of Landlord, or any action with respect to this Lease which may be taken by any custodian, trustee, receiver or liquidator or by any court. Except as otherwise provided in this Lease, Tenant waives all rights to terminate or surrender this Lease, or to any abatement or deferment of any Minimum Annual Rent, Additional Rent or other sums payable by Tenant under this Lease.

Section 2.9. Early Termination by Tenant.

Any other term or provision of this Lease to the contrary notwithstanding, after the second (2nd) Lease Year, Tenant shall have the right to terminate this Lease without cause at any time during the Lease Term upon three hundred sixty-five (365) days prior written notice to Landlord (the "Termination Notice"). From and after delivery of the Termination Notice and thereafter during such three hundred sixty-five (365) day period until termination of the Lease (the "Termination Date"), Landlord and Tenant shall continue to faithfully perform and comply with all of the terms, covenants, conditions, and obligations of Tenant under this Lease, including, without limitation, the payment of all Rent and other sums due hereunder, as and when due. On or before the Termination Date, Tenant shall surrender the Premises to Landlord in the condition required by this Lease. Notwithstanding the termination of this Lease, all provisions which by their terms or nature are intended to survive the expiration or earlier termination of this Lease (including, without limitation, indemnity obligations, payment obligations accrued but unpaid as of the Termination Date, restoration and surrender obligations, and any audit or reconciliation rights) shall survive such termination.

ARTICLE III

IMPROVEMENTS TO PREMISES

Section 3.1. Obligations of Parties Prior to Commencement Date.

a. Prior to the Commencement Date and subject to the Tenant's performance of the Obligations described in Section 3.1.b., Landlord shall provide all of the materials and labor required to construct, install and complete the improvements to the Premises listed in attached Exhibit "C" at Landlord's cost.

b. Prior to the Commencement Date, Tenant shall provide, at Tenant's cost, all of the materials and equipment required for the construction, installation and completion of the kitchenette in the Premises by Landlord.

c. Subject to Landlord's timely completion of the improvements to the Premises listed on attached Exhibit "C", Tenant accepts the Premises in its "as-is" "where-is" condition and without any representation or warranty of any kind except as expressly set forth in Section 2.6 above. Any work necessary to make the Premises usable for Tenant's purposes shall be performed at Landlord's sole cost and expense, except as otherwise provided in this Lease. Before commencing any such work, Tenant will submit to Landlord three (3) sets of plans and specifications ("Tenant's Plans") of all work ("Work") to be performed within the Premises prepared in conformity with Exhibit "C". As soon as reasonably possible thereafter, Landlord shall notify Tenant of any failure of Tenant's Plans to meet with Landlord's approval, which approval shall not be unreasonably withheld or delayed. Tenant shall within ten (10) days after receipt of any such notice cause Tenant's Plans to be revised to the extent necessary to obtain Landlord's approval and resubmitted for Landlord's approval. When Landlord has approved the original or revised Tenant's Plans, Landlord shall initial and return one (1) each set of approved Tenant's Plans to Tenant and the same shall become a part hereof by this reference as Exhibit "C". Landlord shall not commence any of the Work until Landlord has approved Tenant's Plans in accordance herewith.

d. Upon approval of Tenant's Plans, Landlord shall commence the Work and shall complete the same in accordance with Exhibit "C" and Tenant's Plans.

Section 3.2. Tenant's Compliance With Law.

a. Tenant shall comply with all applicable laws, ordinances, regulations and requirements of governmental authorities having jurisdiction thereof applicable to Tenant's use of the Premises (including the Americans with Disabilities Act of 1990).

ARTICLE IV

RENT

Section 4.1. Minimum Annual Rent.

a. Tenant covenants and agrees to pay to Landlord, without notice or demand, at Landlord's Notice Address as specified in Section 25.7 hereof, as rent for the Premises an annual rent of $10.00 on May 1st of each Lease Year ("Minimum Annual Rent").

Section 4.2. Additional Rent.

a. Notwithstanding anything in this Lease to the contrary, Minimum Annual Rent and Minimum Monthly Rent are the only terms used herein to characterize true and actual "Rent" or "Rental" payments by Tenant to Landlord. "Additional Rent" and "Additional Rental", or such similar terms, are used herein to characterize charges for items provided directly and exclusively to or for the benefit of the Premises (but excluding all Landlord's Common Area Costs as described in Article VI herein) other than and entirely distinct from Rent or Rental including, but not limited to, utility charges. Such charges are only referred to as Additional Rent or Additional Rental for purposes of preserving Landlord's right to use certain statutory proceedings for collection thereof and not for purposes of characterization of the true nature of the charges, and the failure by Tenant to pay the Additional Rent or Additional Rental shall be treated in all events as the failure to pay Rent or Rental under this Lease, and shall entitle Landlord to exercise any rights or remedies provided by law or in this Lease.

Section 4.3. Payments by Landlord.

a. If Landlord, in its reasonable discretion, after expiration of all applicable notice and cure periods, pays any monies or incurs any expense to correct an uncured default under this Lease by Tenant or to do anything in this Lease required to be done by Tenant, all amounts so paid or incurred shall, on written notice to Tenant, be considered Additional Rent payable by Tenant with the first Minimum Annual Rent installment thereafter becoming due and payable together with interest thereon at the Stipulated Rate. and may be collected as by law provided in the case of Rent.

Section 4.3. Late Payment of Minimum Annual Rent and other Charges.

Any rent or other amounts to be paid by Tenant which are not paid within seven (7) days following written notice from Landlord that said sums have not been paid when due shall bear interest at the lesser of (i) one percent (1%) over the prime rate per annum then charged by Bank One on short-term unsecured loans to its most substantial corporate borrowers (the "Stipulated Rate") or (ii) the highest lawful rate which may be paid in the state in which the Center is located.

ARTICLE V

PARKING AND COMMON USE AREA AND FACILITIES

Section 5.1. Common Areas.

a. All parking areas, access roads and facilities furnished, made available or maintained by Landlord in or near the Center, including employee parking areas, truck ways, driveways, loading docks and areas, stations, elevators, escalators, pedestrian sidewalks, malls, courts and ramps, landscaped areas, retaining walls, stairways, bus stops, first-aid and comfort stations, lighting facilities, signs, fencing, and other areas and improvements provided by Landlord for the general use in common of tenants and their customers (all herein called "Common Areas") shall at all times be subject to the exclusive control and management of Landlord.

b. Subject to the rights granted to Tenant under Section 24.18 hereof to which the rights reserved by Landlord under this Section 5.1.b are subject, Landlord shall have the right from time to time to: (i) change the sizes, locations, shapes, and arrangements of parking areas and other Common Areas; provided, however, that the size of the parking areas on Landlord's Tract, as shown upon Exhibit "B", shall not be substantially reduced unless other parking areas within the immediate vicinity of the Center are provided; (ii) restrict parking by employees to designated areas; construct surface, sub-surface or elevated parking areas and facilities; (iii) establish and from time to time change the level or grade of parking surfaces; and (iv) to do and perform such other acts in and to said areas and improvements as Landlord in its sole discretion, reasonably applied, deems advisable for the use thereof by tenants of the Center and their customers. The general character of the Center shall not be substantially changed and no modifications, additions or construction to or at the Center shall change the location, size or configuration of the Premises, materially and adversely impair the visibility of Tenant's signs, storefront or show windows, or restrict access to or from the Premises.

Section 5.2. Use of Common Areas.

a. Tenant and its business invitees, employees and customers shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has granted or hereafter grants rights, to use the Common Areas subject to such regulations as Landlord may from time to time impose and the rights of Landlord as set forth above. If any vehicle of Tenant, or employee of Tenant violates any local, city or county zoning regulations or blocks normal traffic patterns in the Center without express consent from Landlord, Landlord shall notify Tenant of such violation and Tenant shall cure or cause such violation to be cured within twenty-four (24) hours of receipt of such notice from Landlord, following which Landlord shall have the right to cause such vehicle to be moved to another location in the Common Area or to be towed from the Center. Tenant shall abide by all uniform rules and regulations as Landlord may from time to time in its reasonable discretion impose with respect to the use of the Common Areas (provided such rules and regulations do not materially adversely impact Tenant's ability to exercise its rights in connection with the Permitted Use), and shall exercise reasonable efforts to cause its concessionaires, officers, employees, agents, customers and invitees to abide thereby. Landlord may at any time close temporarily any Common Areas to make repairs or changes, prevent the acquisition of public rights therein, discourage non-customer parking or for other reasonable purposes provided that Landlord shall not unreasonably interfere with Tenant's Permitted Use or adversely affect either pedestrian or vehicular access to and from the Premises. Tenant shall not unreasonably interfere with Landlord's other tenants' rights to use any part of the Common Areas and Landlord shall use its reasonable efforts to enforce all such rules and regulations against other tenants in the Center whose breach of such rules and regulations adversely affect the use of the Premises or of the Common Areas by Tenant, its employees, customers and invitees.

ARTICLE VI

COST AND MAINTENANCE OF COMMON AREA

Section 6.1. Expense of Operating and Maintaining the Common Facilities.

a. Landlord will operate, maintain and repair the Common Area of the Center at Landlord's cost, to the extent the same is not done by any tenant of the Center. "Landlord's Common Area Costs" shall mean all costs incurred by Landlord in connection with operating and maintaining the Common Areas in a manner deemed by Landlord appropriate for the best interests of tenants and other occupants in the Center. Included among the costs and expenses which constitute Landlord's Common Area Costs, but not limited thereto, shall be, at the option of Landlord, all costs and expenses of protecting, operating, repairing, paving, lighting, cleaning, painting, striping, insuring (including but not limited to fire and extended coverage insurance against liability for personal injury, death and property damage and worker's compensation insurance and including the insurance maintained pursuant to Section 7.1 of this Lease), removing of snow, ice and debris; police protection, security and security patrol; fire protection, regulating traffic, inspecting, repairing and maintaining of machinery and equipment used in the operation of the Common Areas; including heating, ventilating and air conditioning machinery and equipment; cost and expense of installing, maintaining and repairing burglar or fire alarm systems on Landlord's Tract, if installed; cost and expense of landscaping and shrubbery; expenses of utilities, and administrative and overhead costs equal to fifteen percent (15%) of all of Landlord's Common Area Costs. Notwithstanding anything to the contrary set forth in this Lease, if Landlord incurs any Landlord's Common Area Costs which are established by Landlord to be caused solely and directly by the negligence or willful misconduct of Tenant or any of Tenant's employees, contractors, or authorized invitees, or licensees, then Tenant shall be responsible for, and shall pay to Landlord, one hundred percent (100%) of such Common Area Costs incurred by Landlord as a result of such negligence or willful misconduct. Landlord shall have the right to invoice Tenant for such amounts from time to time, and Tenant shall pay the invoiced amount within [ten (10)] days after receipt thereof as Additional Rent, unless Tenant disputes the evidence provided by Landlord in which event the issue of whether such costs and expenses constitute Additional Rent hereunder shall be determined pursuant to the provisions of this Lease. Any such amounts finally determined to be caused solely and directly by the negligence or willful misconduct of Tenant or Tenant's employees shall not be subject to any exclusions, caps, or limitations otherwise applicable to Landlord's Common Area Costs under this Lease.

ARTICLE VII

INSURANCE

Section 7.1. By Landlord.

a. Landlord shall carry public liability insurance and worker's compensation insurance on the Common Area of Landlord's Tract providing coverage of not less than Five Hundred Thousand and No/100 Dollars ($500,000.00) against liability for injury to or death of any one person and One Million And No/100 Dollars ($1,000,000.00) for any one occurrence, and One Hundred Thousand And No/100 Dollars ($100,000.00) property damage insurance, or single limit insurance in the amount of One Million And No/100 Dollars ($1,000,000.00). Landlord shall also carry insurance for fire, extended coverage, flood, earthquake, vandalism, malicious mischief and other endorsements deemed advisable by Landlord, insuring the improvements on Landlord's Tract constructed by Landlord, including the Premises and all appurtenances thereto (excluding Tenant's leasehold improvements, merchandise, trade fixtures, furnishings, equipment, plate glass and personal property) for the full insurable value thereof, with such deductibles as Landlord deems advisable. Landlord's insurance coverages as provided herein shall meet or exceed the requirements of Landlord's mortgage company.

Section 7.2. By Tenant.

a. Tenant agrees to carry (i) public liability insurance on the Premises during the term hereof, with terms and companies satisfactory to Landlord, for limits of not less than One Million And No/100 Dollars ($1,000,000.00) for injury to or death of any one person, Two Million And No/100 Dollars ($2,000,000.00) for any one occurrence, One Hundred Thousand And No/100 Dollars ($100,000.00) property damage insurance, or single limit insurance in the amount of One Million And No/100 Dollars ($1,000,000.00), and (ii) contractual liability coverage recognizing this Lease, and providing that Landlord and Tenant shall be given a minimum of ten (10) days written notice by the insurance company prior to cancellation, termination or change in such insurance, (iii) insurance against fire, flood, earthquake and such other risks as are from time to time included in standard Extended Coverage insurance for the full insurable value, covering all of Tenant's leasehold improvements, merchandise, trade fixtures, furnishings, wall covering, floor covering, carpeting, drapes, equipment, sign(s), plate glass (or, at Tenant's option, Tenant may self-insure its plate glass) and all items of personal property of Tenant located on or within the Premises, (iv) worker's compensation insurance to the extent required by the law of the state in which the Premises are located and to the extent necessary to protect Landlord and the Premises against worker's compensation claims; (v) dramshop insurance if alcoholic beverages are at any time served in, at or about the Premises, with the necessary coverages to protect Landlord and the Premises against any claims; and (vi) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of property similar in use to the Premises and located in the state in which the Premises are located. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof. Without in any way limiting the foregoing, all insurance required to be maintained by Tenant pursuant to this Section 7.3 shall cover Tenant, and shall name Kellams Enterprises, Inc., an Indiana corporation, as Managing Agent, and Southgate Plaza Company, LLC, as Landlord, and the beneficiaries and agents and employees of beneficiaries thereof as additional insureds and Tenant shall furnish Landlord with certificates evidencing the same. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability under Section 7.6 hereof and shall be subject to increase at any time, and from time to time, after the commencement of the third (3rd) year of the term hereof if Landlord in the exercise of its reasonable judgment shall deem same necessary for adequate protection. Within thirty (30) days after written demand thereof by Landlord, Tenant shall furnish Landlord with evidence that such demand has been complied with.

b. Landlord acknowledges and agrees that the insurance requirements imposed upon Tenant in Section 7.2 hereof are satisfied by the terms and provisions of Tenant's self-insurance program.

Section 7.3. Mutual Waiver.

a. Landlord and Tenant hereby release any claim each may have against the other arising out of any loss or damage connected in any way to, or arising in any way out of, an occurrence related to the Premises or the Center to the extent that such damage or loss is coverable by insurance required to be carried under this Lease.

Section 7.4. Waiver.

Except as otherwise provided herein, or as a result of negligence by the Landlord, its agents, employees or beneficiaries, Landlord, its agents, employees or beneficiaries shall not be liable for, and Tenant waives all claims for, damage, including but not limited to consequential damages, to person, property or otherwise, sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon any part of the Center including, but not limited to claims for damage resulting from (i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep any part of the Center in repair; (iii) injury done or caused by wind, water or other natural element; (iv) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing up of any sewer pipe or downspout; (vii) the bursting, leaking, or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or Premises; (viii) the escape of steam or hot water; (ix) water, snow or ice upon the Premises or on the Center; (x) the failing of any fixture, plaster or stucco; (xi) damage to or loss by theft or otherwise of property of Tenant or others; (xii) acts or omissions of persons in the Premises, other tenants in the Center, occupants of nearby properties, or any other persons; and (xiii) any act or omission of owners of adjacent or contiguous property. Except as otherwise provided herein, all property of Tenant kept in the Premises shall be so kept at Tenant's risk only and Tenant shall save Landlord harmless from claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

Section 7.5. Insurance - Tenant's Operation.

a. To the best of Landlord's knowledge, after due inquiry, Tenant's use of the Premises to engage in and perform the Permitted Use, will not contravene the terms and provisions of the insurance policies covering the Center or prevent Landlord from renewing such policies or procuring such policies in amounts and from companies selected by Landlord to insure the Center in the normal course of business. If any acts or omissions by Tenant in the course of engaging and performing the Permitted Use in, upon, or about the Premises shall constitute the sole cause for the rates of any insurance carried by Landlord on the Premises or other property in the Center to substantially increase during the Lease Term beyond the rates historically charged to cover the Premises or such other property allocated to the Premises or other such property, from time to time, for , Landlord will provide Tenant with written notice thereof, together with a reasonably detailed description of the acts or omissions by Tenant which resulted in the rate increase together with the amount of such rate increase, and Tenant shall have thirty (30) days thereafter to correct or eliminate act or omission which resulted in the rate increase, failing which Tenant shall pay such rate increase as Additional Rent for so long as such act or omission causing such rate increase continues. Tenant shall not engage in the preparation of food or packaged foods in the Premises during the Lease Term. Tenant shall not install any additional gas equipment in the Premises.

Section 7.6. Indemnification.

a. Except as otherwise provided herein or as a result of negligence by Landlord, its agents, employees or any third party or entity; Tenant shall indemnify and hold harmless Landlord, its agents and employees from and against all personal injuries (including death), losses, claims, damage to personal property suits, proceedings, actions or causes of action of any and every kind and nature caused solely and directly by Tenant's negligence or willful misconduct in (a) the use, occupancy, management or control of the Premises by Tenant or (b) the operation of the Outpost in accordance with applicable Fort Wayne Police Department policies, rules and regulations.

b. Landlord hereby agrees to indemnify and hold Tenant, its employees, officers, representatives, departments and divisions harmless from all personal injuries (including death), losses, claims, damage to personal property or causes of action that arise in the Center (excluding the Premises) or the Common Areas which are not the result of Tenant's negligence or willful misconduct.

c. The liability of Tenant and Landlord to indemnify each other, as hereinabove set forth, shall not extend to any matter against which the indemnitee shall be effectively protected by insurance provided that, if any such liability shall exceed the amount of the effective and collectible insurance in question, the indemnitee shall be liable for such excess.

d. Tenant's covenants of indemnification in favor of Landlord under this Section 7.6 are expressly limited to indemnity for direct damages and exclude indemnity for incidental, indirect, consequential, exemplary and punitive damages.

ARTICLE VIII

REAL ESTATE TAXES

Section 8.1. Definition.

a. Landlord shall pay or cause to be paid all Real Estate Taxes (as hereinafter defined) assessed or imposed upon Landlord's Tract which become due and payable during the Lease Term. As used in this Section 8.1 the term "Real Estate Taxes" shall mean and include all real estate taxes, public and governmental charges and assessments, including all extraordinary or special assessments, all costs and fees including reasonable attorneys' fees, incurred by Landlord in contesting or negotiating with public authorities with respect to any of the above, and all sewer and other taxes and charges, but shall not include taxes on Tenant's machinery, equipment, inventory or other personal property or assets of Tenant, if any, which shall be Tenant's obligation to pay. The term Real Estate Taxes shall specifically exclude any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy that is or may be imposed upon Landlord, as well as any other interest or penalty arising by reason of late payment of same.

ARTICLE IX

UTILITIES AND SERVICES

Section 9.1. Utilities.

a. Tenant will not install any equipment which can exceed the capacity of any utility facilities serving the Premises and if any equipment installed by Tenant requires additional utility facilities, the same shall be installed at Tenant's expense in compliance with all applicable code requirements and plans and specifications which must be approved in writing by Landlord. Tenant shall be solely responsible for and promptly pay all charges for use or consumption of sanitary sewer, storm drainage sewer, gas, electricity, water, telephone, cable services, and all other utility services used in connection with the Premises. Landlord shall have the right, but not the obligation, to furnish, and in such event Tenant shall purchase from Landlord, any such additional utility services which satisfy Tenant's requirements for the Premises. Tenant shall pay for the installation of such meters and other measuring devices for said services which are required to provide such additional utility services to the Premises. If Landlord elects to supply any such utility services, Tenant shall purchase and pay for same, as Additional Rent, at the same rate as would be charged to Tenant by the utility company which otherwise would furnish such utility services to the Premises if it provided such utility services and metered the same directly to the Premises.

ARTICLE X

CONDUCT OF BUSINESS BY TENANT

Section 10.1. Prompt Occupancy and Use.

a. Tenant will occupy the Premises on the Commencement Date and thereafter during the Lease Term for the purpose of conducting the Permitted Use.

Section 10.2. Conduct of Business.

a. Tenant shall engage in and perform the Permitted Use in the name of the Fort Wayne Police Department and under no other name without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Tenant shall be permitted to conduct the Permitted Use in, on and about the Premises twenty-four (24) hours per day, seven (7) days per week during the Lease Term.

Section 10.3. Operation By Tenant.

a. Tenant covenants and agrees that it will not place or maintain any merchandise, vending machines or other articles in any vestibule or entry of the Premises or outside the Premises; frequently, regularly or daily remove garbage, trash, rubbish and other refuse and keep the same in rat-proof containers inside the Premises; not permit any audible sound system, or visible objectionable advertising medium, outside the Premises, (notwithstanding anything in this Lease to the contrary, Tenant shall be allowed to maintain reasonable sound levels in the interior of their Premises); keep all mechanical equipment free of vibration and noise and in good working order and condition; not commit or permit waste or nuisance upon the Premises; not permit or cause odors to emanate or be dispelled from the Premises; not solicit business in the Common Areas nor distribute advertising matter to, in or upon any Common Area; not permit the loading or unloading or the parking or standing of delivery vehicles outside any area designated therefor, nor permit any use of vehicles which will interfere with the use of any Common Area in the Center (subject to Tenant's right to perform all activities associated with or related to the Permitted Use); comply with all laws, recommendations, ordinances, rules and regulations of governmental, public, private and other authorities and agencies, including those with authority over insurance rates, with respect to the use or occupancy of the Premises; not permit any noxious, toxic or corrosive fuel or gas, dust, dirt or fly ash on the Premises; not place a load on any floor in the Center which exceeds the floor load per square foot which such floor was designated to carry.

Section 10.4. Painting, Decorating, Displays, Alterations.

a. Tenant will not paint, decorate or change the architectural treatment of any part of the exterior of the Premises, nor make any structural alterations, additions or changes in the Premises without Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed.

b. Tenant can install subject to the other provisions of this Section 10.5, displays in all show windows on the Premises; the arrangement, style, color and general appearance thereof and of displays in the interior of the Premises which are visible from the exterior, including, but not limited to, window displays, advertising matter, signs, merchandise and store fixtures, shall be maintained in keeping with the character of the Center.

Section 10.5. Sales and Dignified Use.

a. No public or private auction or similar sales or auctions shall be conducted in or from the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed, and the Premises shall not be used except in a dignified and ethical manner and not in a disreputable or immoral manner or in violation of the national, state or local laws.

ARTICLE XI

MAINTENANCE OF LEASED PREMISES

Section 11.1. Maintenance by Landlord.

a. Landlord shall keep or cause to be kept all exterior utility and service lines to the point of entry to the Premises (except for all of the exterior utility and service lines maintained by the utility companies) and the foundations, roof and structural portions of the Premises in good order, repair and condition except for damage thereto due to the negligent acts or omissions of Tenant, its employees or invitees, and except as otherwise provided in this Lease. Except in the case of an emergency, Landlord shall commence repairs it is required to do hereunder as soon as reasonably practicable after receiving written notice thereof from Tenant. Except in the case of an emergency, Landlord shall consult with Tenant prior to making any such exterior repairs in order to not materially interfere with Tenant's engagement in and performance of the Permitted Use. This paragraph shall not apply in case of damage or destruction by fire or other casualty or condemnation or eminent domain, in which events the obligations of Landlord shall be controlled by Articles XVI and XVII of this Lease. Except as provided in this Lease otherwise, Landlord shall not be obligated to make repairs, replacements or improvements of any kind to the interior of the Premises, or to any equipment, merchandise, stock in trade, facilities or fixtures located therein, all of which shall be Tenant's responsibility. To the extent any such maintenance, repair, or replacement relates solely to the Premises and do not affect or impact other tenants or occupants of the Center, Landlord shall consult with Tenant prior to performing any maintenance, repairs or replacements, and use good faith efforts to coordinate the timing and manner of such work with Tenant so as to reasonably minimize interference with Tenant's use and occupancy of the Premises for the engagement in and performance of the Permitted Use. Notwithstanding the foregoing, no such activities by Landlord shall be deemed a constructive eviction or entitle Tenant to any abatement of Rent or other compensation, except as expressly provided elsewhere in this Lease.

Section 11.2. Maintenance by Tenant.

Except as provided in this Lease otherwise, Tenant acknowledges that it has received the Premises in good order and repair. Tenant shall at all times keep the Premises including all entrances and vestibules and all partitions, windows and window frames and moldings; glass and including plate glass; doors, door frames, door openers, fixtures, equipment and appurtenances thereof; including lighting, including routine bulb replacement unless caused by a repair issue, in which case such replacement shall be Landlord's responsibility, heating, electrical, plumbing, ventilating and air conditioning fixtures and systems and other mechanical equipment and appurtenances within the Premises and the HVAC units servicing the Premises which are located on the outside of the Premises; and all parts of the Premises not required herein to be maintained by Landlord, in good order, condition and repair and clean, sanitary and safe; including but not limited to doing such things as are necessary to cause the Premises to comply with applicable laws, ordinances, rules, regulations and orders of governmental and public bodies and agencies, such as but not limited to the Williams-Steiger Occupational Safety and Health Act. However, Tenants' responsibility for the HVAC unit is limited routine maintenance, changing filters, etc. Any repairs needed shall be Landlord's responsibility. If replacement or major repair of equipment, fixtures and appurtenances thereto are necessary and are not due to gross neglect of Tenant, then Landlord shall replace the same with equipment, fixtures and appurtenances of the same or better quality, and repair all damages done in or by such replacement. Any work and/or improvements made by Tenant pursuant to this Lease shall be done in good and workmanlike fashion. If Tenant fails to perform its obligation hereunder following written notice to Tenant and expiration of the applicable cure period, Landlord without notice may, but shall not be obligated to, perform Tenant's obligations or perform work resulting from Tenant's acts, actions or omissions and invoice Tenant for the cost of the same.

It is Landlord's intent that Tenant shall only be responsible for routine maintenance of the Premises, and any repairs, replacements, etc. needed shall be Landlord's obligation to repair or replace as needed, unless caused directly by Tenant.

Section 11.3. Surrender of Premises.

a. At the expiration or other termination of the Lease Term, Tenant shall forthwith surrender the Premises in the same condition as they were on the Commencement Date, reasonable wear and tear and damage due to fire or other casualty excepted, broom clean, with all rubbish removed, and deliver all keys for, and all combinations on locks, safes and vaults in the Premises to Landlord at Landlord's Notice Address.

ARTICLE XII

SIGN CRITERIA, AWNINGS, CANOPIES, FIXTURES AND ALTERATIONS

Section 12.1. Fixtures.

a. All fixtures installed by Tenant on or about the Premises shall be new or completely reconditioned and shall be installed in good and workmanlike fashion.

Section 12.2. Removal and Restoration by Tenant.

a. All alterations, changes and additions and all improvements, including leasehold improvements, made by Tenant or made by Landlord on Tenant's behalf, whether part of Tenant's Work or not and whether or not paid for wholly or in part by Landlord, shall remain Tenant's property for the Lease Term. Any may be removed by Tenant at Tenant's option at the expiration of the Lease Term if the same can be removed by Tenant without materially damaging the Premises or if Tenant is able to restore the Premises to their substantially original condition following such removal. All of the alterations, changes, additions and improvements shall immediately upon the termination of this Lease become Landlord's property and shall not be removed upon the expiration of the Lease Term.

b. All personal property, equipment and trade fixtures which have been installed or located within the Premises by or on behalf of Tenant shall be and remain the property of Tenant at all times during the Lease Term and shall be removed by Tenant upon the expiration or earlier termination thereof. Any such personal property, equipment or trade fixtures not timely removed from the Premises by Tenant at or prior to the expiration or earlier termination of the Lease Term shall become the property of Landlord.

Section 12.3. Liens and Encumbrances; Contractors.

a. Tenant shall promptly pay all contractors and material suppliers and shall not permit or suffer any lien or encumbrance of any kind to attach to the Premises, Center or any part thereof or to arise in connection with Tenant's Work and shall indemnify and hold harmless Landlord against the same. Landlord shall have the right to require Tenant to furnish a bond or other indemnity satisfactory to Landlord if any lien attaches or is claimed, in addition to all other remedies of Landlord under this Lease. Tenant shall have the right at any time and at its own expense to instigate, defend, contest and/or appeal, on its behalf or Landlord's, any action involving in any way any lien or liens placed upon or in any other way affecting the Premises, its contents or any part thereof and the Center.

Section 12.4. Sign Criteria, Awnings and Canopies.

a. Except as otherwise provided in this Lease, Tenant will not place or permit on any exterior door or window or any wall of the Premises or otherwise, any sign, awning, canopy, advertising matter, decoration, lettering or other thing of any kind without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.

b. Tenant shall obtain all required permits, for any sign(s) and its installation in the Center, from the local, city, county, state or federal authorities having jurisdiction in regard to the signage and as per the Landlord's sign criteria on Exhibit "E" for the Center. Any sign(s) shall be furnished and installed at the Tenant's expense. Tenant shall install any sign(s) to meet the requirements of the Landlord and the local, city, county, state or federal authorities.

c. Tenant shall repair and maintain the sign(s) during the term of this Lease and the Tenant shall remove the sign(s) upon the termination of the Lease and Tenant shall repair or pay for the repair of any damage done to the Premises resulting from such removal of any sign(s). Tenant shall submit to Landlord four (4) sets of drawings which will detail the design, dimension, materials, colors and location of the sign(s). Tenant's sign(s) shall be mounted so as to permit proper water drainage and all penetrations of the building structure, for the sign installation, shall be properly sealed in a watertight condition. Except as otherwise provided in this Lease, Tenant shall be held liable for any damage to the Center or for injuries to any person caused by the installation or removal of the sign(s). Tenant shall maintain insurance coverage on its sign(s) as per Article VII.

d. No labels shall be permitted on the sign(s), which would be exposed to view, except for those which may be required by local, city, county, state or federal authorities.

ARTICLE XIII

OFFSET STATEMENT, ATTORNMENT AND SUBORDINATION

Section 13.1. Offset Statement.

a. Within ten (10) days after written request by either Party unto the other, said other party shall deliver, in recordable form, an executed declaration to any person designated by Landlord or Tenant (i) ratifying this Lease; (ii) stating the Commencement Date and termination date; and (iii) certifying: (1) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended except by such writings as shall be stated therein, (2) that all conditions under this Lease to be performed by Landlord or Tenant have been satisfied, stating exceptions, if any, (3) no defenses or offsets against the enforcement of this Lease by Landlord or Tenant exist, or stating those claimed, (4) advance Rent, if any, paid by Tenant, (5) the date to which Rent has been paid, (6) the amount of default deposit which is deposited with Landlord, and such other information with respect to such default deposit, and such other information as Landlord or Tenant reasonably requires. Persons receiving such statements shall be entitled to rely thereupon.

Section 13.2. Attornment.

a. Tenant shall, in the event of a sale or assignment of Landlord's interest in the Premises or the building in which the Premises is located, or if the Premises or such building comes into the hands of a mortgagee or any other person, whether because of a mortgage foreclosure, or otherwise attorn to the purchaser or such mortgagee or other person and recognize the same as Landlord hereunder, provided Tenant's right to possession continues unabated and Tenant's rights under this Lease continue undiminished. Tenant shall execute, upon ten (10) days written request, any attornment agreement reasonably required by any mortgagee or other such person to be executed, containing such provisions as such person reasonably requires.

b. Upon Tenant's written request, Landlord agrees to obtain a Non-Disturbance and Attornment Agreement from its current lender(s) and deliver same to Tenant within sixty (60) days from the date hereof, and from any future lender(s) within sixty (60) days from obtaining financing from such lender(s), in form and substance reasonably acceptable to Tenant, Landlord and lender(s).

Section 13.3. Subordination.

a. Mortgage. Within ten (10) days of Landlord's written request, Tenant shall subordinate its rights hereunder to the liens of any mortgages or any lien resulting from any method of financing or refinancing (hereinafter collectively referred to as "mortgage") now or hereafter existing against all or a part of Landlord's Tract, and to all renewals, modifications, replacements, consolidations and extensions thereof, and shall execute and deliver all documents requested by a mortgagee or security holder to effect such subordination; provided, however, the mortgagee or trustee named in said mortgage or trust deed, shall agree in writing that Tenant's peaceable possession of the Premises or its rights under this Lease will not be diminished on account thereof.

b. Easements. This Lease is and shall be subject and subordinate to any and all easement agreements which may be or have been entered into with or granted to any persons hereafter (unless such easements entered into hereafter hinders or restricts Tenant's use of the Premises) whether such persons are located within or upon the Center or not, and Tenant shall execute such instruments as Landlord reasonably requests to evidence such subordination.

Section 13.4. Failure to Execute Instruments.

a. Tenant's failure to execute instruments or certificates provided for in this Article XIII within ten (10) days after the mailing by Landlord of a written request shall constitute a default under this Lease.

ARTICLE XIV

ASSIGNMENT, SUBLETTING AND CONCESSIONS

Section 14.1. Consent Required.

a. Tenant will not sell, assign, mortgage, pledge or in any manner transfer this Lease or any interest therein, nor sublet all or any part of the Premises, nor license concessions nor lease departments therein without Landlord's prior written consent, which may be withheld, conditioned or delayed in Landlord's sole and absolute discretion. Tenant shall remain fully liable on this Lease and for the performance of all terms, covenants and provisions of this Lease.

ARTICLE XV

DAMAGE AND DESTRUCTION

Section 15.1. Damage to Premises.

a. If the Premises are hereafter damaged or destroyed or rendered partially untenantable for their customary use by fire or other casualty, Landlord shall apply the proceeds of the insurance described in Section 7.1 of this Lease to promptly repair the same to substantially the same condition which they were in immediately prior to the happening of such casualty and Tenant shall apply the proceeds of the insurance described in Section 7.3 of this Lease to promptly repair or replace Tenant's leasehold improvements, stock in trade, fixtures, furniture, furnishings, carpeting, floor covering, wall covering, drapes and equipment, and from the date of such casualty until the Premises are so repaired and restored, the Minimum Monthly Rent, Common Area Maintenance, Insurance and Real Estate Tax payments payable hereunder shall abate in such proportion as the part of said Premises thus destroyed or rendered untenantable bears to the entire Premises, provided, however, that if Tenant is unable to reasonably conduct its business within the undamaged portion of the Premises, all Minimum Monthly Rent, Common Area Maintenance, Insurance and Real Estate Tax payments payable hereunder shall abate until expiration of thirty (30) days following Landlord's completion of the required repairs; and provided, however, that Landlord and Tenant shall not be obligated to expend for such repair or restoration any amount in excess of the insurance proceeds recovered as a result of such damage, and provided, however, that if the Premises be damaged, destroyed or rendered untenantable for their accustomed uses by fire or other casualty to the extent of more than fifty (50) percent of the cost to replace or restore the entire Premises during or after the last two (2) years of the Lease Term or any Extension Option, then Landlord and Tenant shall have the right to terminate this Lease effective as of the date of such casualty by giving to the other within sixty (60) days after the happening of such casualty, written notice of such termination. If such notice is not given and Landlord is required or elects to repair or restore the Premises as herein provided, then Tenant shall promptly repair or replace its leasehold improvements, stock in trade, fixtures, furnishings, furniture, carpeting, wall covering, floor covering, drapes and equipment to the same condition as they were in immediately prior to the casualty, and, if Tenant has closed its business, Tenant shall reopen for business within (30) days following the completion of such repairs required by Landlord. Landlord agrees that it shall not discriminate against Tenant in the exercise of its rights to terminate this Lease in accordance with the provisions of this Section 16.1.

ARTICLE XVI

EMINENT DOMAIN

Section 16.1. Condemnation.

a. If ten (10) percent or more of the Premises or twenty (20) percent or more of the Center shall be acquired or condemned by right of eminent domain for any public or quasi-public use or purpose, then Landlord and Tenant at their election may within sixty (60) days after possession of such portions of the Premises or the Center is denied to Tenant, Landlord or other tenants, terminate this Lease by giving notice to the other of such election, in which event Rentals shall be apportioned and adjusted as of the date of such termination. If this Lease shall not be terminated as aforesaid, then this Lease shall continue in full force and effect, and Landlord shall within a reasonable time after possession is physically taken, subject to delays due to shortage of labor, materials or equipment, labor difficulties, breakdown of equipment, government restrictions, fires, other casualties or other causes beyond the reasonable control of Landlord, repair what remains of the Premises for Tenant's occupancy; and adjust proportionately the Minimum Monthly Rent. Common Area Maintenance, Insurance and Real Estate Tax payments shall be abated, based upon the number of square feet taken, until such repairs and rebuilding are completed, and thereafter for the balance of the Lease Term. Landlord agrees that it shall not discriminate against Tenant in the exercise of its rights to terminate this Lease in accordance with the provisions of this Section 17.1.

Section 16.2. Damages.

a. Except as provided below, Landlord hereby reserves, and Tenant hereby assigns to Landlord, all rights to damages on account of any taking or condemnation or any act of any public or quasi-public authority for which damages are payable. Tenant shall execute such instruments of assignment as Landlord requires, shall join with Landlord, and shall turn over to Landlord any damages recovered in any proceeding. If Tenant fails to execute instruments required by Landlord, or to undertake such other steps as requested, Landlord shall be deemed the duly authorized irrevocable agent and attorney in fact of Tenant to execute such instruments and undertake such steps on behalf of Tenant. Landlord does not reserve any damages payable for trade fixtures, leasehold improvements and personal property installed by Tenant at its own cost which are not part of the realty, and Landlord does not reserve any damages payable for Tenant's relocation expenses or the value of Tenant's business. Further, nothing contained herein shall be deemed to prevent Tenant from pursuing a separate award for damages to such trade fixtures, leasehold improvements and personal property or damages payable for Tenant's relocation expenses or the value of Tenant's business on account of any taking or condemnation or other act or public or quasi-public authority for which damages are payable.

ARTICLE XVII

DEFAULT BY TENANT

Section 17.1. Right to Re-enter.

a. The following shall be considered for all purposes to be defaults under and breaches of this Lease: (i) Tenant shall fail to pay any Rent or other amount within ten (10) days following written notice that same is due hereunder; (ii) Tenant shall fail to perform or observe any other of the terms, provisions, conditions and covenants of this Lease for more than ten (10) days, or such additional time as is reasonably required to correct any such default provided Tenant is exercising diligent efforts to prosecute such cure, after written notice of such failure; (iii) Landlord shall determine and conclusively prove that Tenant has submitted any false report or made false statement required to be furnished hereunder; (iv) Tenant shall become bankrupt or insolvent or file or have filed against it a petition in bankruptcy or for reorganization or arrangement or for the appointment of a custodian, receiver or trustee of all or a portion of Tenant's property, or Tenant makes an assignment for the benefit of creditors or an order for relief is entered in respect of Tenant; (v) Tenant shall abandon or vacate or fail to do business in the Premises for ten (10) continuous days, except for reasons due to casualty or damage or other reasonable interruptions to business operations; or (vi) this Lease or Tenant's interest herein or in the Premises or any improvements thereon are executed upon or attached and same is not removed within thirty (30) days following the execution upon or the attachment; and; (vii) the Premises come into the hands of any person other than such persons expressly permitted under this Lease. In any such event, and without grace period, demand or notice, the same being hereby waived by Tenant, Landlord, in addition to all other rights or remedies it may have, shall have the right thereupon or at any time thereafter to terminate this Lease by giving notice to Tenant stating the date upon which such termination shall be effective, and shall have the right, either before or after any such termination, to re-enter and take possession of the Premises, to remove all persons and property from the Premises and to store such property at Tenant's expense, in each case without notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby. Nothing herein shall be construed to require Landlord to give any notice before exercising any of its rights and remedies provided for in this Lease.

Section 17.2. Right to Re-let.

a. If Landlord re-enters the Premises as above provided, or if Landlord takes possession pursuant to legal proceedings or otherwise, it may either terminate this Lease or it may, from time to time, without terminating this Lease, make such reasonable alterations and repairs as it deems advisable to re-let the Premises, and re-let the Premises or any part thereof for such term or terms, which may extend beyond the Lease Term, and at such Rentals and upon such other terms and conditions as Landlord in its reasonable discretion deems advisable; upon each such re-letting all rentals received by Landlord therefrom shall be applied, first, to any indebtedness other than rent due hereunder from Tenant to Landlord; second, to pay reasonable costs and expenses of re-letting, including reasonable brokers' and attorneys' fees and reasonable costs of alterations and repairs; third, to Rent due hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due hereunder.

b. If Rentals received from such re-letting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall within ten (10) days of written notice thereof pay any such deficiency to Landlord. No re-entry or taking possession of the Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such termination is given by Landlord.

c. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter terminate this Lease by reason of any default by Tenant under this Lease. If Landlord elects to terminate this Lease at any time by reason of any default by Tenant under this Lease, all reasonable costs of re-taking the Premises, including the excess, if any, of the total Rent and charges reserved in this Lease for the remainder of the Lease Term over the then reasonable Rental value of the Premises for the remainder of the Lease Term, shall be immediately due and payable by Tenant to Landlord. In determining the Rent payable by Tenant hereunder subsequent to default, the Minimum Annual Rent for each year of the un-expired portion of the Lease Term shall equal the Minimum Annual Rent which Tenant was obligated to pay from the commencement of the Lease Term to the time of default, or during the preceding three (3) full calendar years whichever period is shorter.

d. Notwithstanding anything in this Lease to the contrary, Landlord agrees to use reasonable efforts in order to mitigate its damages following any default by Tenant hereunder.

Section 17.3. Waiver of Rights of Redemption.

a. Subject to the notice and cure periods herein provided, to the extent permitted by law, Tenant waives any and all rights of redemption granted by or under any present or future laws in event that Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Premises by reason of Tenant's default hereunder or otherwise.

ARTICLE XIII

DEFAULT BY LANDLORD

Section 18.1. Default Defined, Notice.

a. In the event Landlord defaults in the performance of any of its obligations, covenants and warranties hereunder and such default continues for a period of thirty (30) days after written notice thereof to Landlord from Tenant specifying the nature of such default, or such additional time as Landlord may reasonably require to cure the same, in addition to all other rights and remedies available to Tenant, Tenant may, at its option, cure the same on behalf of Landlord, whereupon the reasonable cost of such curing shall be due and payable to Tenant from Landlord upon thirty (30) days written demand therefor by Tenant. Failure of Landlord to reimburse Tenant shall entitle Tenant to deduct the costs thereof from the next subsequent Minimum Monthly Rents due hereunder.

Section 18.2. Notice to Mortgagee.

a. If the holder of any mortgage covering the Premises shall have given written notice to Tenant of the address to which notices to such holder are to be sent, Tenant shall give such holder written notice simultaneously with any notice given to Landlord of any default of Landlord, and if Landlord fails to cure any default asserted in said notice within the time provided above, Tenant shall notify such holder in writing of the failure to cure, and said holder shall have the same cure periods as Landlord is provided hereunder to cure such default before Tenant may take any action by reason of such default.

ARTICLE XIX

TENANT'S PROPERTY

Section 19.1. Taxes on Leasehold.

a. Tenant shall be responsible for and shall pay before delinquent all municipal, county, federal or state taxes, if any, coming due during or after the term of this Lease against any leasehold interest of Tenant or personal property of any kind owned or placed in, upon or about the Premises by Tenant.

ARTICLE XX

ACCESS BY LANDLORD

Section 20.1. Right of Entry.

a. Landlord, its agents and employees shall have the right to enter the Premises from time to time, at reasonable times during Tenant's hours of operation, upon reasonable prior written notice and subject to the prior consent of Tenant (which may be not be unreasonably withheld, conditioned or delayed by Tenant), in order to show the same to prospective purchasers, lessees and other persons and to display customary "for rent" signs during the last six (6) months of the Lease Term. Rent shall not abate while any such reasonable repairs, alterations, improvements, or additions are being made and Landlord shall minimize interference with Tenant's business operations from within the Premises, and in no event shall pedestrian access to or visibility of the Premises be adversely affected by reason of any of the foregoing. During the last six (6) months of the Lease Term, Landlord may exhibit the Premises to prospective tenants. In addition, during any apparent emergency, Landlord or its agents may enter the Premises forcibly without liability therefor and without in any manner affecting Tenant's obligations under this Lease. Nothing herein contained, however, shall be deemed to impose upon Landlord any obligation, responsibility or liability whatsoever, for any care, maintenance or repair except as otherwise herein expressly provided.

ARTICLE XXI

HOLDING OVER AND SUCCESSORS

Section 21.1. Holding Over.

a. If Tenant holds over or occupies the Premises beyond the Lease Term, it being agreed that there shall be no permitted holding over or occupancy without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. In the event of such holding over, Tenant shall occupy the Premises on a tenancy from month to month and all other terms and provisions of this Lease shall be applicable to such period.

Section 21.2. Successors.

a. All rights and liabilities herein given to or imposed upon the respective Parties hereto shall bind and inure to the several respective heirs, successors, administrators, executors and assigns of the Parties and if Tenant is more than one person, they shall be bound jointly and severally by this Lease. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment was approved by Landlord in writing as provided in Section 14.1 hereof.

ARTICLE XXII

QUIET ENJOYMENT

Section 22.1. Landlord's Covenant.

a. Landlord covenants that Landlord has the right to enter into this Lease and that, if Tenant pays the Rents and other amounts herein provided and observes and performs all of the covenants, terms and conditions contained in this Lease, Tenant shall be entitled to peaceably and quietly hold and enjoy the Premises for the Lease Term without interruption by Landlord or any person or persons claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XXIII

ENVIRONMENTAL

Section 23.1. Definitions.

a. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste or pollutant or contaminant which is or becomes regulated by any local governmental authority, the State of Indiana or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous substance" under I.C 13-7-8.7-1 of the Indiana Hazardous Substance Response Trust Fund Act, (ii) petroleum, (iii) asbestos, (iv) gas tanks, (v) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317), (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601), (viii) defined as a "regulated substance" pursuant of Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. §6991 et. seq. (42 U.S.C. §6991), or (ix) regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et. seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.) or the Emergency Planning and Community Right-to Know Act (42 U.S.C. §1101).

Section 23.2. Environmental Obligations and Representations.

a. Tenant shall not cause, allow or permit any Hazardous Material to be brought upon, generated, manufactured, stored, handled, disposed of or used at, on, about or beneath the Demised Premises or any portion of the Demised Premises by Tenant, its agents, employees, contractors, invitees, or licensees without the prior written consent of Landlord. Tenant represents and warrants to Landlord that Tenant shall comply fully with all federal, state and local environmental, health or safety statutes, rules, regulations or ordinances and shall promptly supply Landlord with copies of all notices, reports, correspondence and submissions by Tenant to any local, state or federal authority which requires submission of any information concerning environmental matters or Hazardous Materials. Landlord shall have the right to inspect Tenant's records with respect to Tenant's compliance with this Article 24 upon reasonable notice from Landlord.

Section 23.3. Environmental Indemnification.

a. If Tenant breaches the obligations stated in this Article 24, or if the presence of Hazardous Material on the Demised Premises or the Shopping Center caused or permitted by Tenant results in contamination of the Demised Premises or the Shopping Center, or if contamination of the Demised Premises or the Shopping Center by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damages resulting therefrom, then Tenant shall indemnify, defend by counsel acceptable to Landlord and hold harmless Landlord, its subsidiaries, affiliates, successors and assigns from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Demised Premises or the Shopping Center, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Demised Premises or the Shopping Center, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees) which arise during or after the Demised Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Demised Premises or the Shopping Center caused or permitted by Tenant results in any contamination of the Demised Premises or the Shopping Center, Tenant shall promptly take all actions at its sole expense as are necessary to return the Demised Premises and the Shopping Center to the condition existing prior to the introduction of any such Hazardous Material to the Demised Premises or the Shopping Center; provided that Landlord's approval of such actions shall first be obtained.

Section 23.4. Asbestos and Other Hazardous Materials.

a. In the event that any asbestos, asbestos containing materials and any other hazardous or toxic materials or substances or any underground storage tanks (hereinafter called "Hazardous Materials") is discovered at any time in, under or about the Premises and the Center (unless introduced by Tenant or by Tenant's agents or employees in the course of their employment), Landlord shall, at Landlord's expense, remove and dispose of the Hazardous Materials. Landlord hereby indemnifies and saves and holds Tenant harmless from and against any liability, obligation, damage or cost, including, without limitation, reasonable attorney's fees and costs, resulting directly or indirectly from the presence, removal or disposal of any such Hazardous Materials (except if such Hazardous Materials were introduced by Tenant or by Tenant's agents or employees during the course of their employment).

Section 23.5. Survival.

a. The provisions of this Article shall survive and remain in full force and effect after the date hereof and termination of the Demised Term.

ARTICLE XXIV

MISCELLANEOUS

Section 24.1. Waiver.

a. No waiver by Landlord or Tenant of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition. The acceptance of Rent by Landlord shall not be deemed a waiver of any earlier breach by Tenant of any term, covenant or condition hereof, regardless of Landlord's knowledge of such breach when such Rent is accepted. No covenant, term or condition of this Lease or right of Landlord or Tenant hereunder shall be deemed waived by Landlord or Tenant unless waived in writing.

Section 24.2. Accord and Satisfaction.

a. Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy.

Section 24.3. Entire Agreement.

a. There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by them.

Section 24.4. No Partnership.

a. Landlord does not, in any way or for any purpose, become a partner, employer, principal, master, agent or joint venturer of or with Tenant.

Section 24.5. Force Majeure.

a. If either Party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Party delayed in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section 24.5 shall at no time operate to excuse Tenant from any obligations for payment of Minimum Annual Rent, Additional Rent or any other payments required by the terms of this Lease which become due prior to the event of Force Majeure.

Section 24.6. Submission of Lease.

a. Submission of this Lease to Tenant does not constitute an offer to lease; this Lease shall become effective only upon execution and delivery thereof by Landlord and Tenant. Upon execution of this Lease by Tenant, Landlord is granted an irrevocable option for ten (10) days to execute this Lease within said period and thereafter return a fully executed copy to Tenant. The effective date of this Lease shall be the date filled in on Page 1 hereof by Landlord, which date shall be the date of execution by the last of the parties to execute this Lease.

Section 24.7. Notices.

a. All notices from Tenant to Landlord required or permitted by any provision of this agreement shall be directed to Landlord as follows:

c/o Kellams Enterprises, Inc.

117 Main Street, P.O. Box 57
Oolitic, Indiana 47451
Fax: (812) 279-1423
Phone: (812) 279-9733

b. All notices from Landlord to Tenant required or permitted hereunder shall be directed as follows:

Fort Wayne Police Department
One East Main Street
Suite 108
Fort Wayne, Indiana 46802
Attn: Fort Wayne Police Chief or Designee

With copy to:

City of Fort Wayne
200 East Berry Street
Suite 470
Fort Wayne, Indiana 46802
Attn: Property Manager

c. All notices to be given hereunder by either party shall be written and sent by a recognized overnight courier service or by registered or certified United States Mail, return receipt requested, postage prepaid, addressed to the party intended to be notified at the address set forth above. Either party may, at any time, or from time to time, notify the other in writing of a substitute address for that above set forth. and thereafter notices shall be directed to such substitute address. Notice given as aforesaid shall be sufficient service thereof and shall be deemed given as of the earlier of (i) the date occurring three (3) business days after the date of mailing the same, or (ii) the day of delivery shown on the return receipt, or (iii) the day of refusal as shown on the return receipt. A duplicate copy of all notices from Tenant shall be sent to any mortgagee as provided for in Section 19.2.

Section 24.8. Captions and Section Numbers.

a. This Lease shall be construed without reference to titles of Articles and Sections, which are inserted only for convenience of reference.

Section 24.9. Number and Gender.

a. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others.

Section 24.10. Limitation of Liability.

a. Anything to the contrary herein contained notwithstanding, there shall be absolutely no personal liability on partners, persons, firms or entities who constitute Landlord with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant shall look solely to the interest of Landlord, its successors and assigns, in Landlord's Tract for the satisfaction of each and every remedy of Tenant in the event of default by Landlord hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

Section 24.11. Broker's Commission.

a. Each Party hereto hereby represents and warrants that it has caused or incurred no claims for brokerage commissions of finder's fees in connection with the execution of this Lease, and each Party shall indemnify and hold the other harmless against and from all liabilities arising from any such claims caused or incurred by it, including without limitation, the cost of reasonable attorneys' fees in connection therewith.

Section 24.12. Partial Invalidity.

a. If any provisions of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 24.13. Recording.

a. Unless otherwise requested by Landlord or Tenant, this Lease shall not be placed on record but each party shall, at the request of the other, execute and acknowledge so that the same may be recorded as a "Short Form Lease" or "Memorandum of Lease", indicating the Term of this Lease and any Extension Options to extend such Lease Term, but omitting Rent and other terms, and an agreement specifying the date of commencement and termination of the Lease Term; provided, however, that the failure to record said Short Form Lease or Memorandum of Lease shall not affect or impair the validity and effectiveness of this Lease. The requesting Party shall pay all costs, taxes, fees and other expenses in connection with or prerequisite to recording hereunder.

Section 24.14. Applicable Law.

This Lease shall be construed under the laws of the State of Indiana.

Section 24.15. Consents.

Landlord and Tenant covenant and agree that whenever, pursuant to the terms of this Lease, consent, approval or similar action is required of Landlord or Tenant, such consent, approval or similar action shall not be unreasonably withheld or delayed.

Section 24.16. No Discrimination.

a. It is intended that the Center be developed so that all prospective tenants thereof, and all customers, employees, licensees and invitees of all tenants shall have the opportunity to obtain all the goods, services, accommodations, advantages, facilities and privileges of the Center without discrimination because of race, creed, color, sex, national origin or ancestry. To that end, Tenant will not discriminate in the conduct and operation of its business in the Premises against any person or group of persons because of the race, creed, color, sex, national origin or ancestry of such person or group of persons.

Section 24.17. Legal Costs.

If either party shall at any time be in default hereunder, beyond expiration of all applicable notice and cure periods, and if the other party shall, in its discretion, deem it necessary to engage an attorney to enforce any rights and obligations hereunder, the prevailing party to the action will be reimbursed for all reasonable expenses incurred, including, but not limited to court costs and reasonable attorney fees.

Section 24.18. Exclusive Tenant Parking Spaces.

Subject to (i) all applicable laws, statutes, ordinances, rules, regulations, and codes, and (ii) all recorded covenants, conditions, restrictions, easements, agreements, and other encumbrances affecting the Center or the Common Areas, Landlord grants to Tenant, during the Lease Term, the non-transferrable right to use up to a maximum of ten (10) designated parking spaces within the Common Areas for Tenant's patrol vehicles, municipal vehicles, employee vehicles and vehicles of Tenant's contractors, vendors, invitees and guests (the "Exclusive Tenant Parking Spaces"). The exact location of the Exclusive Tenant Parking Spaces are depicted on Exhibit "F" attached hereto. Tenant shall be solely responsible, at its cost and expense, for the installation, maintenance, and replacement of any signage or markings identifying the Exclusive Tenant Parking Spaces, subject to Landlord's prior approval, which shall not be unreasonably withheld, conditioned, or delayed. Landlord shall have the right, from time to time, upon written notice to Tenant, to relocate the Exclusive Tenant Parking Spaces to other locations within the Common Areas, provided that such relocated spaces are reasonably comparable and similarly situated in proximity and convenience to the Premises and are approved in advance by Tenant (which approval shall not be unreasonably withheld). Any such relocation shall be performed at Landlord's sole cost and expense. Tenant's rights under this Section are non-exclusive as to the Common Areas except for the specifically designated Exclusive Tenant Parking Spaces and shall at all times remain subject to Landlord's reasonable rules and regulations governing the use of the Common Areas.

Section 24.19. Security For Center.

Landlord and Tenant acknowledge that Tenant's presence in the Center may provide an extra measure of security for the Center and Landlord acknowledges the same by leasing the Premises to Tenant at a discounted rate. No promises have been made or requested by either Party regarding any actions beyond normal police duties. Anyone in the Center may request Tenant's assistance with any disturbance or incident in the Center which would normally be in Tenant's regular line of duty as a public servant.

Section 24.20. Arrested Individuals In Custody.

The Premises shall not be used as a jail, holding facility detention center or similar use and any person detained, restrained or placed under arrest shall not be held at the Premises for any extended period.

Section 24.21. Insurance Coverage.

Tenant agrees that all limits listed for insurance coverages in Section 7.3 herein are minimum amounts required and that Landlord shall have full benefit of all maximum amounts of insurance coverage at all times whether through insurance policies, bonding or self-insurance through the City of Fort Wayne.

Section 24.22. Authority.

The individuals executing this Lease on behalf of the respective Parties hereby represent and warrant that he/she is signing with full and complete authority to bind the Party on whose behalf he/she is signing to each of the terms and provisions of this Lease.

Delivery of this Lease by either Party may be made in the original or by electronic mail (including the use of an electronic signature complying with the Indiana Uniform Electronic Transactions Act).

Section 24.23. Counterparts.

This Lease may be executed in one or more Counterparts, each of the executed Counterparts being deemed an original and all such counterparts together constituting one and the same instrument.

[SIGNATURE(S) ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease on the dates set forth below.

LANDLORD:
SOUTHGATE PLAZA COMPANY, LLC,
an Indiana Limited Liability Company

BY: Sue C Kellams
Sue C. Kellams, Member

Date: August 14, 2026

TENANT:
CITY OF FORT WAYNE, INDIANA, by and through the Fort Wayne Police Department

BY: [signature]

PRINTED: Christopher Carmichael

ITS: Property Manager

Date: 8/19/2026

EXHIBIT "A"
LEGAL DESCRIPTION

A part of the East Half of the Southeast Quarter of section 23, Township 30 North, Range 12 East, in the city of Fort Wayne, County of Allen, and State of Indiana, more particularly described as follows:

COMMENCING at the intersection of the centerline of Pettit Avenue and the centerline of Calhoun Street in the city of Fort Wayne, Indiana; thence South 00 degrees 28 minutes 21 seconds West (South 00 degrees 34 minutes West - Deed) along the said centerline of Calhoun Street, a distance of 398.11 feet to the Point of Beginning at the Southwest corner of the land conveyed by deed recorded as Document Number 85-4822 in the Office of the Recorder; thence South 89 degrees 31 minutes 39 seconds East, a distance of 270.18 feet along the South line of the said land to its Southeast corner; thence North 14 degrees 51 minutes 41 seconds East, along the East line of the said property, a distance of 274.18 feet; thence North 01 degrees 33 minutes 00 seconds East, a distance of 86.15 feet to a point on the South right-of-way line of Pettit Avenue; thence South 88 degrees 27 minutes 00 seconds East, a distance of 42.41 feet along the said South right-of-way line; thence South 01 degrees 33 minutes 00 seconds West, a distance of 170.00 feet; thence South 88 degrees 27 minutes 00 seconds East, a distance of 256.00 feet to a point on the West line of Easement to Indiana & Michigan Electric Company; thence North 01 degrees 33 minutes 00 seconds East, a distance of 170.00 feet along the West line of Easement to Indiana & Michigan Electric Company, Document Number 90-020515 to the South right-of-way line of Pettit Avenue; thence South 88 degrees 27 minutes 00 seconds East, a distance of 17.65 feet along the said South right-of-way line; thence South 01 degrees 33 minutes 00 seconds West, a distance of 170.00 feet along the East line of the aforesaid I & M Easement; thence South 88 degrees 27 minutes 00 seconds East, a distance of 265.00 feet; thence North 01 degrees 33 minutes 00 seconds East, a distance of 170.00 feet to the South right-of-way line of Pettit Avenue; thence South 88 degrees 27 minutes 00 seconds East, a distance of 32.00 feet; thence South 01 degrees 33 minutes 00 seconds West, a distance of 170.00 feet; thence South 88 degrees 27 minutes 00 seconds East, a distance of 317.21 feet to the West right-of-way line of U.S. Highway #27 and 33; thence along the said West right-of-way line by the following four (4) courses: South 00 degrees 29 minutes 20 seconds West, a distance of 97.79 feet; thence South 04 degrees 01 minutes 51 seconds West, a distance of 319.75 feet; thence South 06 degrees 11 minutes 24 seconds West, a distance of 317.69 feet; thence South 07 degrees 07 minutes 04 seconds West, a distance of 195.06 feet; thence North 89 degrees 31 minutes 39 seconds West, a distance of 638.28 feet; thence North 57 degrees 25 minutes 51 seconds West, a distance of 138.94 feet; thence North 76 degrees 33 minutes 03 seconds West, a distance of 198.05 feet; thence North 80 degrees 36 minutes 40 seconds West, a distance of 196.66 feet; thence North 89 degrees 31 minutes 39 seconds West, a distance of 50.00 feet to the centerline of Calhoun Street; thence North 00 degrees 28 minutes 21 seconds East, a distance of 613.82 feet along the centerline of Calhoun Street to the Point of Beginning, containing 24.54 acres, more or less.

EXHIBIT "B"
PLOT PLAN

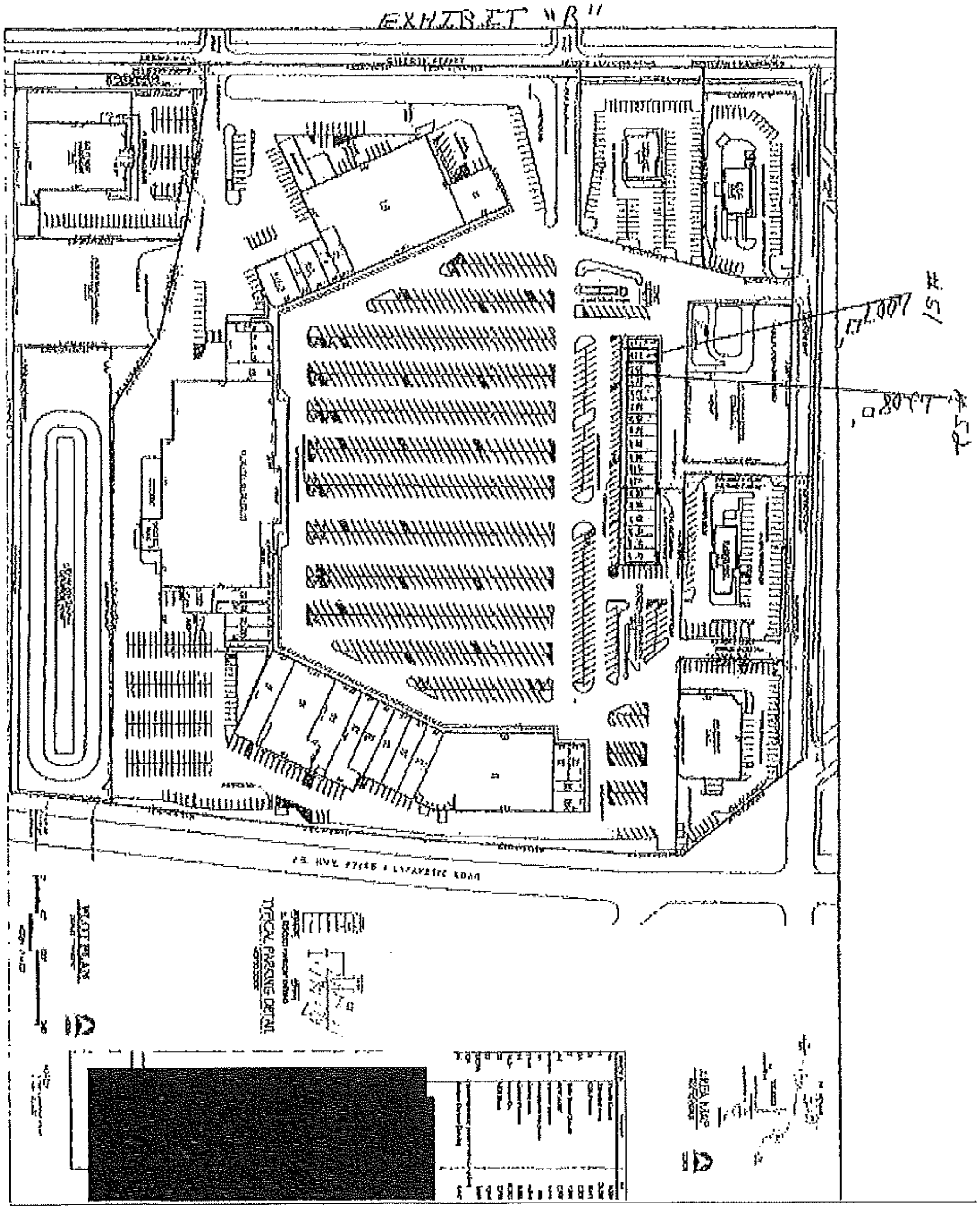


EXHIBIT "C"
IMPROVEMENTS TO PREMISES

Landlord's Obligations:

- Replace and repair all flooring in the bathrooms and back rooms
- Remove safe from previous tenant
- Provide and install two (2) working water heaters
- Provide and install two (2) fully functional bathrooms
- Provide and install two (2) new HVAC units
- Ensure all electrical and plumbing utilities are in good repair and working order
- Provide roof is in good condition
- Repair and paint walls as necessary
- Install kitchenette with Tenant provided materials and equipment
- Provide space in broom clean condition

Tenant's Obligations

- Provide all materials and equipment for kitchenette install by Landlord
- Provide for carpeted areas to be cleaned

EXHIBIT "C" (cont)
IMPROVEMENTS TO PREMISES
"Tenant's Plans"

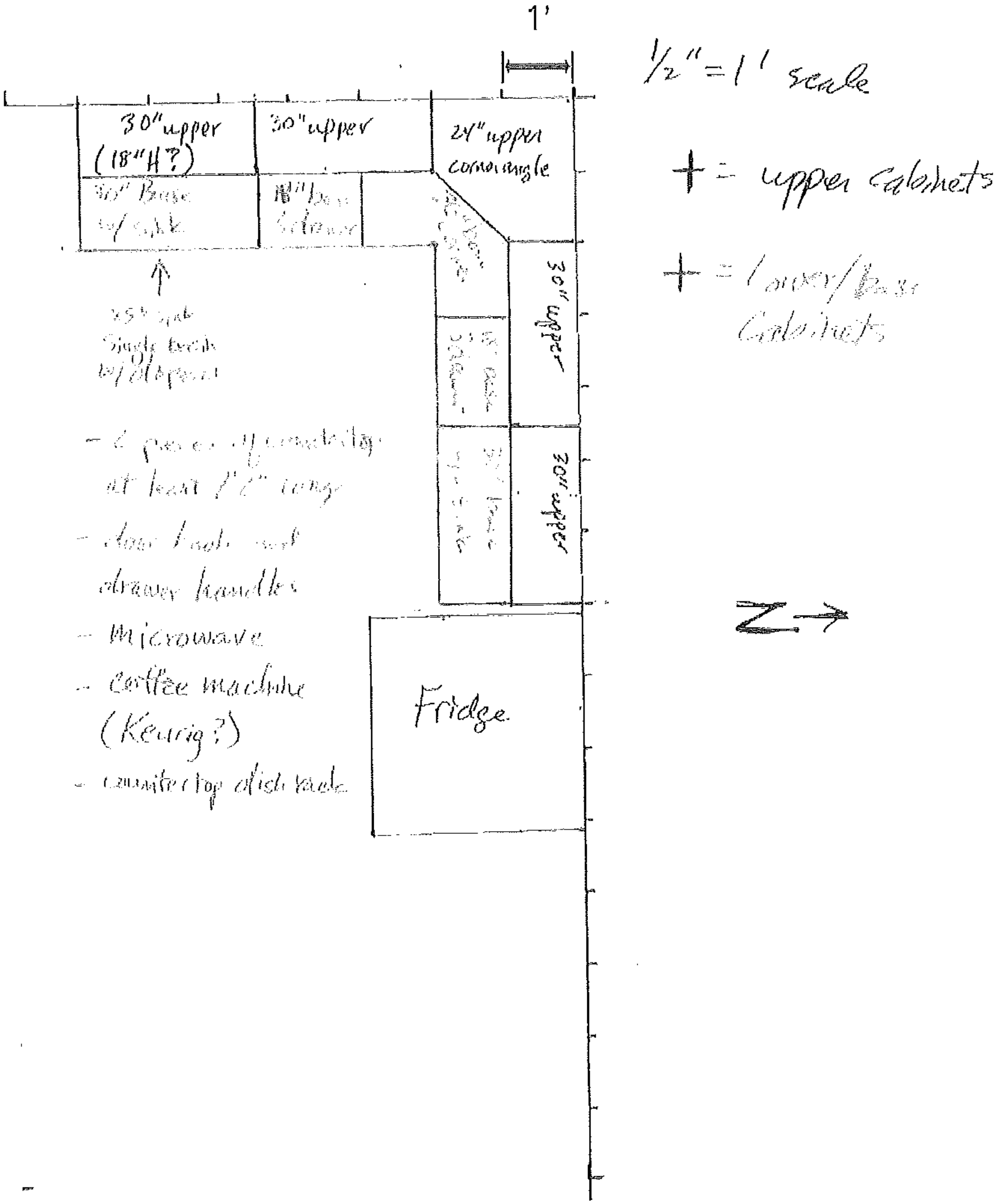


EXHIBIT "D"
RESTRICTED USES AND EXCLUSIVE RIGHTS
SOUTHGATE PLAZA SHOPPING CENTER

10/25

Landlord and Tenant agree that certain rights of use and restrictions of use have been granted to other tenants of the Shopping Center prior to the signing of this Lease between Landlord and Tenant. Tenant's use of the Premises shall not violate those rights and restrictions previously granted to those tenants, therefore, Tenant agrees to the following restrictions in the conduct of its business and use of the Premises.

1. FAST FOOD RESTAURANT (as of 2/13/86) No property owned or controlled by Landlord within 1,500 feet of Burger King, may be used for a business activity similar to Burger King's, which business would derive fifty percent (50%) or more of its sales from the sale of hamburgers. This would include McDonald's", Wendy's, Burger Chef, Hardee's, Steak and Shake, and White Castle. ***(Burger King)***

2. MANICURE SHOP (as of 1/31/95) The Premises shall not be used as a manicure shop. However, such use is permitted if offered as an incidental part of business. ***(Cali Nails)***

3. SINGLE PRICE POINT VARIETY RETAIL STORE (as of 11/23/02) The Premises shall not be used as a retail variety store whose "Principal Business" (hereinafter defined), is selling merchandise at a single price point or retail operations with the word "Dollar" in their trade name. "Principal Business" is defined as selling such single price point merchandise in twenty-five percent (25%) or more of the sales floor area (including one-half (1/2) of the adjacent aisle space. ***(Dollar Tree)***

4. ATM DRIVE UP BANKING FACILITY (as of 3/5/93) The Premises shall not be used for the primary purpose of an automated teller machine drive-up banking facility, ATM. However, such use is permitted if tenant is a full service banking facility with walk-in and/or drive-up services which include an ATM as an additional part of its business. ***(PNC Bank)***

5. "FOOD STORE OR FOOD DEPARTMENT, OR FOR THE SALE OF OFF PREMISES CONSUMPTION OF GROCERIES, MEATS, PRODUCE, DAIRY PRODUCTS AND BAKERY PRODUCTS AND PRESCRIPTION DRUGS - (as of 7/23/54) The Premises shall not be used as a food store, food department, or for the sale of off- premises consumption of groceries meats, produce, dairy products, and bakery products and prescription drugs. However, this shall not apply to the sale of non-prescription Drugstore or food products as an incidental part of its principal business, so long as the total square feet of building area devoted to the sale of such items does not exceed 5% of the total number of square feet of building area, or 500 square feet. This does not apply to any restaurant or fast food operation from selling carry-out food products in the normal course of its business. ***(Kroger)***

   a. This Lease also restricts against leasing for use as a: disco, nightclub, health spa, theater, bowling alley, or any use requiring a disproportionate amount of parking.

b. This Lease also restricts areas marked as Future Building Areas as defined in the Lease, against a building or buildings of not more than one story in height and having an internal height of not more than 18 feet above grade. The total ground floor area of such building(s) shall not cumulatively exceed 30,000 SF, plus sidewalks and canopies. If buildings are constructed on parcel C-1, then total ground floor area of buildings that are permitted to be built shall be reduced by the square footage of such buildings constructed on Parcel C-1.

c. This Lease also restricts leases signed for spaces 22/23/24 and 24A to no more than five year terms, including options. Tenant has the right to expand into this area. NOTE; Ground Lease dated 2/25/1985 – Page 3 – Paragraph 6 *"All leases covering that portion of the Shopping Center immediately adjacent, to the east, of the Demised Premises, which area has dimensions of one hundred eighty-six (186) feet in depth and one hundred (100) feet in width, shall be limited to a term including all renewals, not to exceed five (5) years."*

d. ANY LAWFUL USE CLAUSE. This tenant's lease also specifies that: "Tenant may use the Demised Premises for any lawful purpose and Landlord and Tenant hereby agree that Tenant shall not be required to conduct its business in any particular manner or for any specified number of hours per day or week, or to limit the numbers of hours per day or week that Tenant may operate in the Demised Premises, or to require Tenant to operate business of any kind in the Demised Premises".

6. WOMEN'S, JUNIOR'S, CHILDREN'S OR WOMEN'S PLUS SIZE LADIES APPAREL: (as of 1/25/05) (Rainbow Apparel) – No other existing tenant is permitted to sell above items, unless it is permitted to do so by its existing lease. No lease can be entered into with CATO, DOTS, FASHION BUG OR SIMPLY FASHIONS, OR ANY AFFILIATED ENTITIES. CAN ENTER INTO A LEASE WITH A TENANT WHICH SELLS DESIGNER APPAREL AT PRICE POINTS OF MORE THAN $30.00, AND WITH A TENANT SELLINGS WOMEN'S UNDERWEAR, HOUSE COATS, LINGERIE AND OTHER SIMILAR ITEMS. ***(Rainbow Apparel)***

7. READY TO EAT PIZZA (AS OF 2/28/85) The Premises shall not be used for the sale of ready to eat pizza. (Granted in part of Special Warranty Deed to Deanna Freeland)

8. DRUG STORE OR PRESCRIPTION PHARMACY (as of 8/15/95) The Premises shall not be used for the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind. Note: SEE KROGER LEASE.

9. HARDWARE STORE (as of 3/20/02) The Premises shall not be used for the primary business of selling goods and services routinely found in a hardware store. This shall not prevent the incidental sale of items that are sold at a hardware store. Sales that constitute fifteen percent (15%) or less of the Premises business shall be considered incidental.

EXHIBIT "D" (cont)

10. FINANCIAL SERVICES BUSINESS, TAX PREPARATION (as of 3/26/01) The Premises shall not be leased to any other tenant who engages in similar activity to H&R Block (including tax preparation and electronic filing). ***(H&R Block)***

11. AUTOMOBILE INSURANCE (as of 2/24/04) The Premises shall not be used as a business that engages in the sale of automobile insurance. ** Does not apply to PLPD+, , or InsureOne, as successor in interest – occupying space 57 (fka # 44) UPDATED LA#2 – 1/15/16 – As of 1/15/16 – EXCLUSIVE FOR SALE OF INSURANCE PRODUCTS AND FINANCIAL SERVICES POLICIE. ***(Acceptance Insurance)***

12. DENTIST OFFICE (as of 1/30/14) – The Premises shall not be used as an office for general dentistry or pediatric dentistry. ***(Familia Dental)***

13. PLASMA COLLECTION CENTER (as of 10/30/12) The Premises shall not be used as a plasma collection center. In addition, no temporary mobile blood donation vehicle will be permitted. Also, restricts Landlord from adding similar within .5 acres.
(CSL Plasma)

14. DIALYSIS CLINIC (as of 12/9/10) The Premises shall not be used for the operation of an outpatient renal dialysis clinic, renal dialysis home training, aphaeresis services and similar blood separation and cell collection procedures. Does not apply to Kroger, or Walgreen's. ***(DaVita)***

15. INSURANCE OFFICE (as of 3/8/11) The Premises shall not be used for the retail sale of insurance, financial services and related ancillary products and services. Does not apply to Acceptance Insurance, Kroger. . ***(InsureOne)***

16. WIRELESS (as of 9/1/18) The Premises shall not be used for the retail sale of wireless services or accessories. ***(Cricket Wireless)***

17. PRIMARY CARE SERVICES (as of 10/01/20) The Premises shall not be used for Primary Care Services. ***(IU Health)***

18. HIP HOP FASHIONS" (as of 7/21/16) Premises shall no be used for the primary purpose of selling HIP_HOP Men's fashions. (AJ's Locker Room)

19. SPORTING GOODS (as of 10/01/25) The premises shall not be used for the retail sale of sporting goods, athletic apparel, athletic shoes and/or sports fan licensed products. For example, and not in limitation, stores such as Encore Stores, Shoe Carnival, Lids, Lids Team Sports, Lids Locker Room, Jimmy Jazz, Journeys, Foot Locker, Fleet Feet (or other similar specialty running shoe store) Shoe Department, Shoe Show, Shiekj Shoes, Olympia Sporting Goods, Road Runner Sports, Dunham;s, Champs, WSS, Play it Again Sports, Under Armour, Nike specialty retailer (or other athletic branded store, Show Villa, SportsDirect.com, Big 5, Dick's and Academy.

    a. Massage parlor (excluding chain stores including but not limited to, Massage Envy and Massage Heights, Spavia)
    b. "adult book or video store" or similar business catering to pornographic interests
    c. Any non-retail establishments requiring extensive parking including , without limitation, an amusement center or game room (featuring, without limitation,

pinball, electric and video game machines) carnival, bowling alley, skating rink, night club, comedy club, country and western bar, teenage facility, dance hall

d. Auction, going out of business, fire or bankruptcy sales
e. Auto tire, and/or battery retail location
f. Head shop (i.e. a facility selling paraphernalia solely for use with illicit drugs)
g. More than one (1) smoke/tobacco shop or legal cannabis dispensary provided same is located at least two hundred fifty (250) feet away from the Lease Premises
h. Off-track betting or other gambling facility
i. Billard parlor
j. Liquor store (excluding a national alcohol retailer such as Total Wine & More)
k. Tattoo parlor
l. Gun range
m. Automobile leasing facility
n. Check cashing
o. Business operation generally referred to as a "flea market" or "swap meet"
p. Bingo parlor
q. Manufacturing or processing plant
r. Pawn shop
s. Funeral home, crematorium or mortuary
t. Any use of any medium that constitutes a nuisance (to a reasonable person) such as loudspeakers, sound amplifiers, phonographs, radios, televisions or any other sound producing device which will carry sound outside of the applicable premises
u. Any business or use which emits offensive odors, fumes, dust or vapors
v. Dry cleaning plant (excluding drycleaning pick up only stores) central laundry or Laundromat
w. School, training facility or meeting hall
x. An establishment for sale of automobiles, trucks, mobile homes, recreational
y. motor vehicles
z. Child day care facility

EXHIBIT "E"
SIGN CRITERIA

SOUTHGATE PLAZA SHOPPING CENTER
FORT WAYNE, ALLEN COUNTY, INDIANA

A. Any sign must be submitted to Landlord for approval.

B. No temporary or flashing signs shall be allowed in the shopping center.

C. All permits for signs and their installation shall be obtained by Tenant or his representatives.

D. All signs shall be constructed and installed at the expense of Tenant.

E. Signs shall be installed by a reputable sign contractor.

F. Signs shall be mounted to permit proper water drainage.

G. All penetrations of the building structure for sign installation shall be neatly sealed in a watertight condition.

H. No labels will be permitted on the exposed surface of any sign except those required by local ordinance which shall be applied in an inconspicuous location.

I. Tenant shall maintain its sign at all times not allowing any failure of electricity, bulbs or ballast to continue for more than twenty-four (24) hours.

J. All signs can either be made up of individual letters or cabinets.

K. Size: (I) **Signs made up of individual letters**: will not exceed 36" in total height nor 75% of the total leased lineal frontage of the subject store. (II) **Cabinet signs**: will not exceed 36" in total height nor 75% of the total leased lineal footage of the subject store.

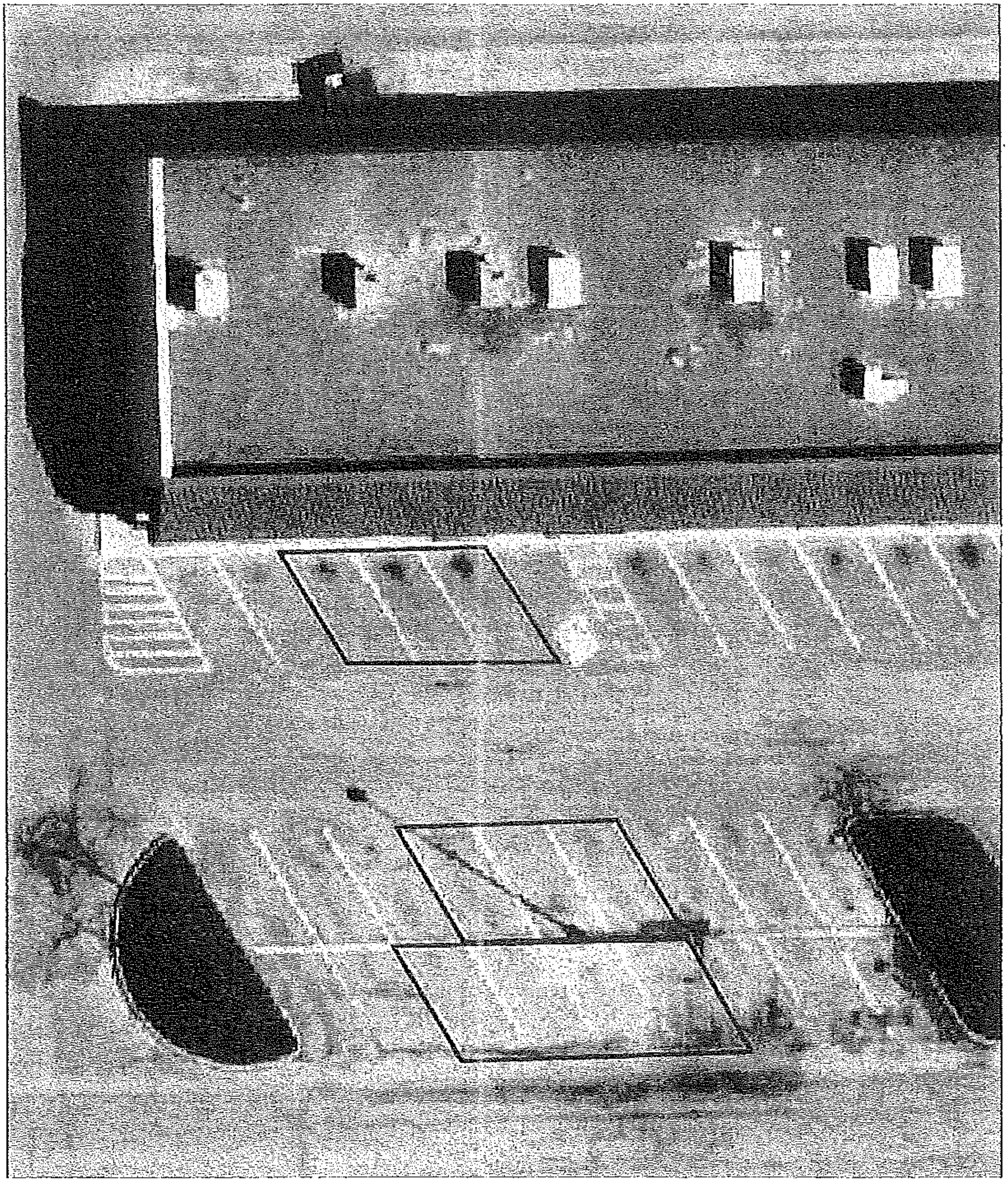
L. Illumination: (I) **Signs made up of individual letters**: Facia letters are to be internally illuminated plex face channel type via outline (if possible), 15mm, 6500 white neon. Electrodes will terminate in P.K. Housings connected to 60 MA. remoted transformers. (II) **Cabinet signs**: must be internally illuminated with high output fluorescent lamps and 800 milliamp rapid start ballast.

M. Materials: **Signs made up of individual letters:** will be constructed of .063 aluminum backs, .050 aluminum returns 5 ½" deep, primed and coated with a polyurethane finish (color to be determined). Faces will be 1/8" Plexiglas with 1" trim cap retainers (colors to be determined). (II) **Cabinet signs:** will be constructed of .063 aluminum with a 6" return and faces will be pan formed polycarbonate with a 2" draw, decorated 2nd surface.

N. Each sign set will carry a U/L approval label.

O. Upon the termination of any lease, the Tenant shall be responsible for the removal of its sign and shall obtain a reputable contractor for such removal. Tenant shall make all repairs to the building structure including patching of any holes to match surrounding facia or the concealing of any exposed wires which would have been caused as a result of the installation of said sign.

EXHIBIT "F"
EXCLUSIVE TENANT PARKING SPACES



September 1, 2026

City Council Members
City of Fort Wayne

RE: City of Fort Wayne/Southgate Plaza Shopping Center Lease – 352 E Pettit Ave

Dear Council Members:

The City has entered into a Lease Agreement to occupy approximately 2,215 sqft in the Southgate Plaza Shopping Center located at 352 E Pettit Ave, Fort Wayne, Indiana in Wayne Township, Allen County, Indiana. A copy is attached.

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

We are asking for Council to approve this acquisition.

If you have any questions on the above, please feel free to contact me at 427-2317.

Sincerely,

Christopher Carmichael
Property Manager

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 and Southgate Plaza Company, LLC for approximately 2,215 sqft of space in the Southgate Plaza Shopping Center located at 352 E Pettit Ave, Fort Wayne, Wayne Township, Allen County, Indiana
Awarded To	Southgate Plaza Company, LLC
Amount	$10.00 annually
Conflict of interest on file?	N/A
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 Southgate Plaza Company, LLC for approximately 2,215 sqft of space in the Southgate Plaza Shopping Center located at 352 E Pettit Ave, Fort Wayne, Wayne Township, Allen County, Indiana
Sole Source/ Compatibility Justification	NA

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

Most Responsible, Responsive Lowest	No *If no, explain below*
If not lowest, explain	Property was best fit for the Department

COUNCIL DIGEST SHEET

COST COMPARISON

Increase/decrease amount from prior years For annual purchase (if available).	N/A

DESCRIPTION OF PROJECT / NEED

Identify need for project & describe project; attach supporting documents as necessary.	Space is needed by FW Police Department for their Southeast Quadrant Outpost

REQUEST FOR PRIOR APPROVAL

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

FUNDING SOURCE

Account Information.	Police Department General Funds