

LEASE AGREEMENT

This lease agreement is entered into this 16th day of June, 2015, between Robert Bradley Associate LLC, as receiver, ("Landlord") and Edw. C. Levy Co. ("Tenant").

Landlord hereby agrees to lease to Tenant the Premises identified, and Tenant agrees to lease from Landlord such Premises under the terms set forth in this Lease.

SUMMARY OF TERMS:

Premises: 360 S Campbell Street
3 Story Office Tower
Valparaiso, IN, 46385

[approximately 3000 sq. ft.]

Commencement Date: July 1, 2015

Rent Commencement: July 1, 2015

Expiration Date: June 30, 2020

Rent:

<u>Original Term</u> Base Rental Rates:	<u>Period</u>	<u>Base Rent</u> Per Year	<u>Base Rent</u> Per Month
	7/1/15-6/30/17	\$30,396.00	\$2,500.00
	7/1/17-6/30/19	\$31,200.00	\$2,575.00
	7/1/19-6/30/20	\$32,400.00	\$2,652.00

Security Deposit: \$2,000 currently held by landlord

Late Payment: \$ 50.00 per occurrence

Utilities: Tenant pays water, gas, and electric

In the event of any conflict between the Summary of Terms above and the terms below, the Summary of Terms shall prevail.

1. RENT

Beginning on the Rent Commencement date identified in the Summary of Terms, Tenant shall pay Landlord Monthly Rent in the amount specified in the Summary of Terms ("Rent"). Rent and all other payments due hereunder shall be due on the first day of each month during the Term. Landlord may apply a Late Payment, in the amount specified in the Summary of Terms, in any instance where Tenant does not pay amounts owed within 10 days after the specified due date. Tenant has paid Landlord a Security Deposit in the amount specified in the Summary of Terms prior to execution of this Lease.

2. TERM

The Term of this Lease shall start on the Commencement Date and terminate on the Expiration Date, each as specified in the Summary of Terms.

3. SERVICES TO BE PROVIDED

Tenant shall provide ordinary property maintenance, including but not limited to waste removal.

Landlord shall make available to the Premises public utilities, provided that the cost of all utility service shall be the responsibility of the party identified in the Summary of Terms. Landlord shall only be required to make such improvements, repairs, or replacements as may be necessary for maintenance, repair and replacement of the exterior and structural portions of the Building and common areas and all extraordinary repairs and replacement of the Premises. Except to the extent that Landlord is obligated to restore and repair the Premises pursuant to paragraph 9, Tenant, at its sole cost, shall maintain and repair the Premises (as to ordinary and routine maintenance) and otherwise keep the Premises in good order and repair, ordinary wear and tear and casualty excepted. Tenant shall be solely responsible for all costs associated with Tenant's telephone, data, HVAC, or internet service. Landlord shall be responsible for all snow removal.

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4. UTILITIES AND MAINTENANCE

A. Tenant shall be responsible for payment of all utilities, including gas, phone, water, trash and electric.

D. Landlord shall be responsible for repairs to the heating and air conditioning systems.

5. PREMISES

Tenant shall have possession of that space identified as the Premises in the Summary of Terms throughout the Term of this Lease. Tenant shall additionally have access to common areas of the property as is reasonably necessary to access the Premises.

A. Use. Tenant agrees that it shall occupy and utilize the Premises only as a place of business and for no other purposes. Except in compliance with law and in the ordinary course of business, Tenant shall not manufacture and/or store hazardous materials on Premises, in adjoining suites and common areas of the Property.

B. Alterations. Tenant shall make no material alterations to the Premises or any part of the Property without the express written consent of Landlord.

C. Condition of Premises. Landlord shall deliver the Premises "as is." Prior to occupation of the Premises, Tenant acknowledges that the Premises are in complete working order and in compliance with this term. Tenant shall maintain the Premises and any portion of the Property which Tenant may be authorized to use in a sightly, clean, and healthy condition. The Premises, including all furniture and fixtures therein, must be vacated at the termination of this Lease in the same condition as when leased, ordinary wear and tear and casualty excepted. Upon termination of this Lease, Landlord may charge Tenant for costs it incurs to restore or repair the Premises, including all furniture and fixtures therein, to original condition, excepting ordinary wear and tear and casualty.

6. ASSIGNMENT AND SUBLETTING

Tenant shall not assign any portion of this Lease or sublet its interest in the Premises to any third party.

7. RIGHTS RESERVED TO LANDLORD

With reasonable advance written notice to Tenant, Landlord retains the right to enter the premises without the consent of the Tenant for the purposes of examining the same for compliance with the terms of this Lease, any maintenance or repair work, or the exhibition of the same to any prospective future tenant, Tenant, or purchaser, as long as normal business operations are not disturbed or hindered in any manner.

8. TENANT'S DEFAULT

The following actions or omissions by Tenant shall constitute events of default under this Lease so long as continuing:

A. Failure to timely pay any sums which may be due under this Lease within 10 days after receipt of written notice from Landlord;

B. Vacating or abandoning the property during the term of this lease while failing to pay rent; and/or

C. Failure to comply with any of the agreements, conditions, stipulations, promises or covenants of this Lease, which is not cured within 30 days after receipt of written notice from Landlord, or such longer period of time as reasonably necessary if such failure is not reasonably capable of cure by Tenant within such 30 day period.

9. LANDLORD'S REMEDIES

In the event of default by Tenant, Landlord shall have any or all of the following cumulative remedies so long as the default continues.

A. Eviction of Tenant; and/or

B. Acceleration of the unpaid balance of the rent for the term of this lease;

In the event Landlord evicts Tenant, then Tenant remains responsible for all unpaid rent for the balance of the lease term, subject to Landlord's duty to mitigate damages and reduced for the reasonable time value of such rent.

10. TENANT'S PERSONAL PROPERTY

In the case of abandoned personal property of Tenant following the termination of this Lease or Tenant's occupancy for any reason, Landlord shall have no duty to the Tenant if the property remains in the premises for five (5) days past termination or vacation or abandonment of the Premises by Tenant for any reason. Landlord may dispose of personal property at its sole discretion in any manner, including, but not limited, to charitable contributions, disposal sale or use by Landlord. Tenant shall have no claim of any nature against Landlord in connection with any property which Tenant left on the property.

11. INSURANCE

At all times after the execution of the Agreement, Tenant will carry and maintain, at its expense with insurance companies reasonably acceptable to Landlord proper renter's insurance, or other commercial, comprehensive general liability insurance policy. Each to include an "Additional Insured Endorsement" in favor of Landlord and its designees. Proof of insurance is due upon request, but no later than ten (10) days, after such request is made.

12. DEFENSE

In the event any litigation rises out of the terms of this lease, the prevailing party shall be entitled to recover all costs and expenses including reasonable attorney's fees from the non-prevailing party.

13. LIABILITY

Landlord and Tenant shall not be held liable for any injury or monetary damages to the other party's property done or caused by an act of God or resulting from any defect in plumbing, electrical installation, waterlines or defective decking, railings, porches, stairs or walks or the bursting of any water receptacle, tank, tub, pipe or drain in, on or around the property. Rent shall be reduced proportionately for any loss of use of the premises which extends for greater than seven (7) days. To the extent due to the negligence of Tenant, Tenant agrees to indemnify and hold Landlord harmless from any and all claims arising out of the negligent acts or omissions of Tenant. Tenant's indemnification obligations include the payment of all attorney's fees and costs of Landlord arising out of any such claim.

14. NOTICES

Any notices served under the terms of this Lease shall be 1) served personally upon the parties or

2) delivered to Tenant at the address of the Premises, or to the following, alternate address, and to Landlord at the following:

Tenant Notice Address (must be different than Premise address; no PO Boxes):

8800 Edw. C. Levy Co.
880 Dix Ave.
Detroit MI, 48209.
Attn: L Steven Weiner

With copies to:
Thomas W. Forster II
Honigman Miller Schwartz and Cohn LLP
39400 Woodward Avenue, Suite 101
Bloomfield Hills, Michigan 48304-5151

Landlord Notice Address:

Anco Complex
c/o Bradley Company
PO Box 540
South Bend, IN 46624

15. CANCELLATION OF THE LEASE

Notwithstanding anything in this Lease to the contrary, at any time Tenant may terminate this Lease unilaterally. In the event Tenant unilaterally terminates this Lease or its tenancy before the end of the Term, Tenant shall pay Landlord a cancellation fee equal to six (6) month's Rent or the rent remaining for the remainder of the Term, whichever is less. ✓

16. SURRENDER OF PREMISES

Upon termination of this Lease, Tenant shall surrender the Premises to the Landlord in good order and condition and return all keys and access devices, ordinary wear and tear and casualty excepted.

17. HOLDING OVER:

If Tenant does not surrender possession of the Premises at the end of the Term or upon earlier termination of this agreement, at the election of Landlord, Tenant shall be a tenant-at-sufferance from day to day and the rent due during the period of such holdover shall be one and one-half (1 ½) times the amount which Tenant was obligated to pay for he immediately preceding month, which amount shall be deemed liquidated damages for such holdover.

18. RELOCATION:

Intentionally Omitted.

19. MISCELLANEOUS

A. This Lease shall be construed pursuant to the laws of the State of Indiana. In the event any provision, clause or covenant is deemed invalid the same shall not affect the enforceability of the balance of the lease.

B. This Lease constitutes the entire agreement between the parties. Tenant acknowledges that Landlord has made no prior representations, promises or inducements that are not a part of this Lease. Each party to this Lease has had the opportunity to consult legal counsel to review this Lease should they desire. No modifications of this Lease are binding unless in writing and signed by both parties.

By signing below, a duly authorized representative of the party agrees to bind such party to the terms of this Lease.

C. Tenant further agrees to comply with all rules and regulations of the property as may be adopted by Landlord from time-to-time and such amendments thereto; provided that no such rules or regulations are in conflict with this Lease and all such rule and regulations are uniformly and non-discriminatorily promulgated and enforced. The Rules and Regulations of the property, as existing upon execution of this Lease, are attached hereto as Exhibit A .

D. In the event of any casualty or condemnation, Tenant shall have the right to terminate this Lease at any time thereafter until the Premises, Building and common areas are fully restored. In the event of such termination, Tenant shall receive a refund of all rent relating to the period of time from and after the casualty or condemnation. If this Lease is not terminated, the rent shall abate until the Premises, Building and common areas are restored.

Exhibit A
Additional Rules

1. No smoking shall be permitted in the Building, including Tenant spaces and common areas. Per Indiana Law, HEA 1149, no smoking is permitted within 8 feet of any public entrance and all businesses must have signage posted on all public entrances.
2. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by any Tenant for any purpose other than ingress and egress to and from the Premises and for going from one to another part of the Building.
3. Corridor doors, when not in use, shall be kept closed.
4. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a Tenant shall be paid by Tenant.
5. Landlord shall provide all locks for doors into each Tenant's leased area, and no customer shall place any additional lock or locks on any door in its leased area without Landlord's prior written consent. Two keys for each lock on the doors in each Tenant's leased area shall be furnished by Landlord. Additional keys shall be made available to Tenant at Tenant's cost. Tenants shall not have any duplicate keys made except by Landlord.
6. Except for microwave ovens, electric current shall not be used for cooking, or heating without Landlord's prior written permission.
7. All Tenants will refer all contractors, contractors' representatives and installation technicians who are to perform any work within the Building to Landlord for Landlord's supervision, approval and control before the performance of any such work. This provision shall apply to all work performed in the Building including, but not limited to installation of telephones, medical type equipment, telegraph equipment, electrical devices and attachments, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portion of the Building.
8. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by customer of any heavy equipment, bulky material or merchandise shall be performed only in such manner, during such hours and using such elevators and passageways as the Property Manager may designate and approve in advance and, if reasonable, necessary or appropriate in view of all the circumstances, then only upon having been scheduled in advance with the Property Manager.
9. The location, weight and supporting devices for any libraries, central filing areas, medical type equipment, safes and other heavy equipment shall in all cases be approved by Landlord prior to initial installation or relocation.
10. No portion of any Tenant's leased area shall at any time be used for cooking, sleeping or lodging quarters. No birds, animals or pets of any type, with the exception of guide dogs accompanying visually handicapped persons, shall be brought into or kept in, on or about Tenant's leased area.
11. Tenants shall not make or permit any loud or improper noises in the Building or otherwise interfere in any way with other customers or persons having business with them.

12. Each tenant shall endeavor to keep its leased area neat and clean. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways, nor shall customers place any trash receptacles in these areas.

13. To insure orderly operation of the Building, Landlord reserves the right to approve all concessionaires, vending machine operators or other distributors of cold drinks, coffee, food or other concessions, water, towels or newspapers.

14. Landlord shall not be responsible to the Tenants, their agents, patients, employees or invitees for any loss of money, jewelry or other personal property from the Premises or public areas or for any damages to any property therein from any cause whatsoever whether such loss or damage occurs when an area is locked against entry or not.

15. Tenant shall also notify the Landlord and local authorities, as needed, of the presence of any persons whose conduct is suspicious or causes a disturbance.

16. Tenants, their employees, patients, guests, and invitees may be called upon to show suitable identification and sign a building register when entering or leaving the Building at times other than normal Building operating hours, and all Tenants shall cooperate fully with Building personnel in complying with such requirements.

17. Tenants shall not solicit from or circulate advertising material among other customers of the Building except through the regular use of the U.S. Postal Service. Tenants shall notify the Property Manager or the Building personnel promptly if it comes to their attention that any unauthorized persons are soliciting from or causing annoyance to Tenants, their employees, guests or invitees.

18. Landlord reserves the right to deny entrance to the Building or remove any person or persons from the Building in any case where the conduct of such person or persons involves a hazard or nuisance to any Tenant of the Building or to the public or in the event of other emergency, riot, civil commotion or similar disturbance involving risk to the Building, Tenants or the general public.

19. Subject to the terms of the Lease, Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its judgment shall from time to time be needful for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein and the protection and comfort of the Tenants and their agents, employees and invitees, which rules and regulations, when made and written notice thereof is given to a Tenant, shall be binding upon it in like manner as if originally herein prescribed.

TENANT:

Steve Weiner

By: Steve Weiner

Its: VICE PRESIDENT

Date: August 18, 2015

LANDLORD: Robert Bradley Associate LLC, as receiver

DocuSigned by:
Kristine Carra

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By: Kristine Carra

Its: Property Manager

Date: 9/18/2015