

## LEASE

This Lease agreement entered into in duplicate by and between:

Commercial Logistics  
Corporation

AND

The TENANT named in Exhibit  
"A" attached hereto

Hereinafter referred to as  
LANDLORD

Hereinafter referred to as  
TENANT

1. PREMISES. WITNESSETH that for and in consideration of the mutual covenants and agreements herein contained the LANDLORD hereby leases to TENANT, and the TENANT hereby leases from LANDLORD, in accordance with the terms and conditions set forth herein, the following described premises in Clark County, State of Indiana, to-wit:

As described on Exhibit "A" attached hereto and incorporated herein.

TENANT, its invitees and employees shall also be entitled to the nonexclusive use for ingress and egress over the common roadways owned by LANDLORD or in which LANDLORD has use rights which may be shared with others and which serve the leased premises and which are designated by LANDLORD for normal auto operations. TENANT shall not obstruct such roadway or allow its employees or invitees to obstruct any such roadway.

2. TERM. The term of this Lease shall commence and terminate on the dates set forth on Exhibit "A" attached hereto unless sooner terminated as herein provided. After the initial lease term (and any applicable extensions), this Lease shall continue on a month to month basis, and may thereafter be terminated, without cause, by either party giving thirty (30) days written notice to the other party herein. All extensions of term or holding over by TENANT shall be subject to the terms and conditions of this Lease and to the terms of Exhibit "A".

3. RENT. TENANT shall pay LANDLORD as rental for the term of this Lease (and any extension, if applicable) the amount shown on Exhibit "A" attached hereto. For TENANT's convenience, and for so long as TENANT is not in default under the terms of this Lease, rent shall be paid in consecutive monthly installments in the amount shown on Exhibit "A" attached, in advance, without notice or demand, on or before the first (1st) day of each and every calendar month and shall commence on the commencement date of this Lease as provided in Exhibit "A". Rent for the first and last month shall be prorated if necessary. If any part of any monthly rent due is not paid in full by the 10th of the month in which it is due, TENANT shall, without notice or demand, in addition to the monthly rent payment, pay to LANDLORD a late penalty equal to ten percent (10%) of the total monthly rent. All rent is payable without relief from valuation or appraisal laws.

4. POSSESSION TO TENANT. LANDLORD agrees to deliver to the TENANT physical possession of the premises on the date as provided in Exhibit "A" attached.

5. SURRENDER OF POSSESSION. At the end of the Lease or upon the earlier termination of this Lease, TENANT, at its expense, shall surrender the leased premises and fixtures to LANDLORD in the same good condition and state of repair as they were at the beginning of the lease term, ordinary wear and tear and any pre-existing damages or defects as shown on Exhibit "A" excepted.

All fixtures, equipment, improvements and appurtenances attached to, or built into, the premises at the commencement of, or during the term of this Lease, whether by the LANDLORD, at its own expense, or by TENANT, at its expense, shall be and remain part of the premises and solely owned by LANDLORD and shall not be removed

by the TENANT. Fixtures, equipment, improvements and appurtenances include such items as electric, plumbing, heating, air conditioning, sprinkling, lighting fixtures and outlets, partitions, railings, gates, doors, linoleum, attached carpet and composition floors. TENANT may remove any of its trade fixtures, equipment and inventory which have never been attached to the premises. Anything of whatsoever nature which has been attached to the premises shall be conclusively presumed to be the sole property of LANDLORD, without credit to TENANT of any kind, unless TENANT shall have obtained a written statement to the contrary from LANDLORD prior to attachment to the premises.

6. REAL ESTATE TAXES. LANDLORD shall pay all real estate taxes becoming due and payable against the premises during this Lease.

7. PERSONAL PROPERTY TAXES. TENANT, at its expense, shall pay when due all personal property taxes assessed against any of TENANT's tangible or intangible personal property or equipment.

8. UTILITIES. TENANT, at its expense, shall obtain in its name and pay when due all charges for gas, water, electricity, trash, telephone, communication services, and all other utilities used on or supplied to the premises during this Lease. TENANT shall be solely responsible for any watchman service for the premises. LANDLORD shall not be liable for disruption of services or for damage to persons or property that result from use of such utilities or watchman services. Any use of water in LANDLORD's fire protection system, except for extinguishing fires, is expressly prohibited.

COMPUTER CONNECTIONS. In the event that LANDLORD supplies ethernet, network or any other type of computer connections to the Premises, then TENANT understands and agrees that it is TENANT's responsibility to implement appropriate procedures to protect and safeguard its interruption. LANDLORD makes no warranties of any kind, express or implied, including fitness for a particular purpose. In no event shall LANDLORD be liable for any damages or other actual, direct, incidental, or consequential damages, including, but not limited to, damage arising from the use, loss of use, or performance of the connection. TENANT shall indemnify and hold LANDLORD harmless, including counsel fees, from any and all such actions or claims. LANDLORD's liability hereunder from any damages from any cause whatsoever, and regardless of the form of action, including negligence, shall be limited to monies actually paid by TENANT, if any, specifically for the computer connections.

9. USE OF PREMISES. TENANT shall use the premises only for the business purpose stated in Exhibit "A" attached and for no other purpose without LANDLORD's written consent, which consent shall not unreasonably be withheld. TENANT, its agents and employees shall not enter, without expressed authorization, any other building or section of LANDLORD's development other than the leased premises.

10. COMPLIANCE WITH LAWS. TENANT, in occupying and conducting its business on the premises or in complying with any other requirements of this Lease, shall, at its sole expense, comply with all city, county, state and federal codes, ordinances, rules, regulations and statutes applicable to the premises. LANDLORD shall not be liable for any changes necessary to comply with any law or regulation amended or becoming applicable to the premises after the commencement date of this Lease. TENANT shall promptly comply with all rules, orders and regulations of the Board of Fire Underwriters, or its equivalent, for the prevention of fires, at its own expense.

11. DAMAGE TO PREMISES BY TENANT. Any damage or injury to the premises, common areas or roadways of any nature whatsoever caused by the acts or omissions of TENANT, its agents, employees or invitees, other than normal wear and tear, shall be repaired as speedily as possible by TENANT, at its own expense. Notwithstanding any language to the contrary in this Lease, TENANT shall replace, at its expense, any broken glass which occurs on the leased premises.

12. CONDITION OF PREMISES. The taking of possession by TENANT shall be conclusive evidence of its receipt and acceptance of the premises on an "as is" basis. Further, the taking of possession by TENANT shall also be conclusive evidence that LANDLORD has complied in every respect with any obligation to renovate or remodel as set forth in Exhibit "A" attached. TENANT waives any and all express or implied warranties, relative to the premises or any area common thereto.

13. LICENSE AND PERMITS. TENANT, at its expense, shall acquire and maintain any and all licenses and permits needed to operate its business on the premises. TENANT shall not be released or excused from this Lease, by reason of or as a result of, a failure to obtain or retain any such licenses and permits.

14. RIGHT OF ENTRY FOR INSPECTION AND REPAIRS. LANDLORD, its agents, employees, governmental officials, insurance and public utility personnel shall have the right, upon reasonable notice, except in case of emergency, to enter upon the premises for the purpose of inspection or making of such improvements, repairs and alterations of the premises as LANDLORD may deem reasonably necessary or advisable. The exercise of any right reserved hereunder by LANDLORD shall not operate as a constructive eviction or disturbance of TENANT's use and possession of the premises and shall not render LANDLORD liable to TENANT or any other person.

15. ENVIRONMENTAL. TENANT shall indemnify LANDLORD and hold LANDLORD harmless from any and all losses, liabilities, damages, expenses, including reasonable attorney's fees, claims or penalties paid or asserted against LANDLORD by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or its escape, seepage, discharge or release from the premises of any hazardous substance during this Lease. The term "hazardous substance" shall have the meaning contained in any federal, state or local statute, ordinance, rule, regulation, code, order or decree as is now or at any time hereafter may be in effect regulating, related to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material. TENANT shall not store or bring about or allow to be stored or brought about the leased premises any hazardous substance.

LANDLORD shall have the right, if a default of this Lease has occurred, or if LANDLORD reasonably believes (examples of reasonable basis include: leaking pipes, tanks or barrels; spills around loading docks or storage areas; noxious odors; discolored soil, building foundations or floors; dead or sick vegetation or containers of any type which are identified as a type of hazardous or toxic substance) there is cause therefore to require TENANT to perform (at the TENANT's expense) an environmental audit and, if deemed necessary by LANDLORD, an environmental risk assessment, each of which must be given to and satisfactory to LANDLORD, of the premises, hazardous waste management practices and/or hazardous waste disposal sites used by TENANT. Said audit and/or risk assessment must be by an environmental consultant satisfactory to LANDLORD. Should TENANT fail to perform said environmental audit or risk assessment within thirty (30) days of the LANDLORD's written request, LANDLORD shall have the right to retain an environmental consultant to perform said environmental audit or risk assessment. All costs and expenses incurred by LANDLORD in the exercise of such rights shall be reimbursed to LANDLORD upon demand.

In the event of any violation of law related to a hazardous substance, all as defined herein, TENANT shall begin remedial action within ten (10) days after notice of violation is received. If TENANT, for any reason, fails to begin remedial action within such period and, thereafter, to diligently pursue the conclusion of remedial action, then LANDLORD may perform such remedial action as it deems necessary or advisable, at TENANT's expense, which expense shall be reimbursed to LANDLORD within ten (10) days from demand. The indemnity given by TENANT to LANDLORD herein and the obligation of TENANT to reimburse LANDLORD for testing or remedial action shall survive the expiration of this Lease.

16. CONDEMNATION. In the event any part of the premises or complete access to the premises is acquired on a permanent or temporary basis by any federal, state, or local governmental agency, by means of condemnation or threat of condemnation, or by reason of mutual agreement between LANDLORD and said governmental agency, this paragraph shall control.

All compensation awarded for any taking (including loss of leasehold) shall belong to and be the property of the LANDLORD. This Lease shall not preclude the right of TENANT to pursue an independent action for damages against any governmental agency for said taking for its personal property. In any event, LANDLORD shall not be liable to TENANT for any damages.

In the event that the whole of the premises are taken permanently by any method, then this Lease shall terminate as of the date title to the premises vests in the government agency. Such date of vesting shall operate as though it were the date originally intended by the parties for expiration of this Lease and TENANT shall pay rent accrued to the date of such vesting.

In the event a substantial and material portion of the premises are taken permanently or if the premises are landlocked, then either party to this Lease shall have the option to terminate this Lease by giving the other party to this Lease thirty (30) days written notice. If neither elects to terminate this Lease or if less than a substantial and material portion of the premises are taken then this Lease shall terminate as to the part taken and base rent shall be reduced for the remainder of the term and extensions, if any, on the basis and in the proportion that the square footage of the premises taken bears to the total premises leased herein.

In the event that a substantial and material part of the premises are temporarily taken in excess of ninety (90) consecutive days, then such taking shall be deemed a permanent taking for purposes of this Lease.

In the event that all or part of the premises are taken for a temporary use, the monthly rental shall be abated in the proportion the square footage of the premises taken bears to the total square footage of the entire leased premises herein. TENANT shall continue to perform all other conditions of this Lease as though the taking or condemnation had not occurred, except to the extent that TENANT shall be prevented from doing so by reason of the taking or condemnation and except for the abatement of monthly rental as provided. Neither party shall have any right to terminate this Lease by reason of a temporary taking, except as set forth in this section of this Lease.

17. REPAIRS BY TENANT GENERALLY. Except for those situations set forth in the article of this Lease concerning "Damage to Premises" and those repairs as specifically excepted in the following section of this Lease, TENANT, at its expense, shall inspect, maintain and repair the premises so as to keep the premises and interior decorations in good repair and in a safe condition, free from dirt, water, snow, ice, refuse, trash and obstruction. This obligation to repair shall include, but not be limited to, TENANT's signs, glass, any air conditioning, heating, electrical, plumbing systems, and all interior repairs. TENANT shall not alter any part of the structure of the Leased premises or change or alter any permanent improvement in or on the Leased premises or make additions thereto without the prior written consent of LANDLORD which consent may be withheld in LANDLORD's sole discretion. In addition, and before any permitted alterations by TENANT, the TENANT shall furnish a bond, written No-Lien Agreement or other assurance acceptable to LANDLORD that no material supplier or laborer shall place any lien or attachment against the premises. TENANT shall not do anything or permit anything to be done upon the premises which will increase the rate of fire or casualty insurance upon the building or its contents or to cause structural damage to any improvements. Any improvements made to the premises shall become the property of the LANDLORD, free of charge, if affixed to the premises.

18. REPAIRS BY LANDLORD SPECIFICALLY. LANDLORD shall keep the structural supports and exterior walls of the building, including the roof, in good repair and safe condition. LANDLORD's duty to make repairs is contingent upon TENANT giving LANDLORD written notice of any such repair necessary.

19. RELEASE OF LANDLORD. LANDLORD shall not be liable to TENANT or any other person or corporation, including employees and invitees, for death or injury to the person or for loss or damage to property caused by theft, vandalism, water, rain, snow, frost, fire, storm or accident, or by breakage, stoppage, or leakage of water, gas, heating or sewer pipes or plumbing, upon, about or adjacent to the premises or by any other cause.

Anything to the contrary herein contained, notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who have an ownership interest in LANDLORD with respect to any of the terms, covenants, conditions and provisions of this Lease, and TENANT shall, subject to the rights of any prior mortgage, look solely to the interest of LANDLORD, its successors and assigns in the leased premises 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.

20. REMOVAL OF TENANT'S PROPERTY. Upon the expiration of or termination of this Lease, TENANT, at its expense, shall remove from the premises all of its personal property. If any disfigurement or damage results from such removal, repairs shall be made by TENANT at its expense within ten (10) days.

In the event that TENANT shall fail, for any reason, to remove all of its personal property within ten (10) days of the expiration of this Lease or upon a cancellation for default or otherwise, the said personal property shall be deemed abandoned by TENANT and shall be conclusively presumed to be the sole property of LANDLORD.

21. RIGHT OF LANDLORD TO MAKE ALTERATIONS AND REPAIRS. LANDLORD reserves the right from time to time at its own expense to make such improvements, alterations, renovations, changes and repairs in and on the demised premises as LANDLORD shall deem desirable (alterations for the placement of utilities or conduits therefore are expressly permitted ) and TENANT shall make no claim against LANDLORD for interference with TENANT's leasehold interest or for loss or damages to its business during such improvements, alterations, changes or repairs. LANDLORD shall also, at all times, have the right to erect such buildings or other structures in the development of which the leased premises are a part or on adjoining or neighboring the premises as it shall deem proper, without any liability to TENANT therefor in any event or for any cause.

22. TENANT'S SIGNS. TENANT shall not place any sign in, about or upon the leased premises without LANDLORD's prior written consent. All permitted signs shall comply with all applicable state and local statutes, rules, regulations and ordinances and shall be constructed, erected and maintained in a good and workman-like style. The LANDLORD may remove any sign placed without its consent and make any necessary repairs caused by the placement or removal of the sign, at TENANT's expense, which expense shall be reimbursed upon demand to LANDLORD.

23. ASSIGNMENT OR SUBLETTING BY TENANT. TENANT shall not assign this Lease or any interest herein, or sublet the leased premises or any part thereof or any right or privilege appurtenant thereto, or allow any person other than TENANT and its agents and employees to occupy or use the premises or any part thereof without LANDLORD's written consent. Any unauthorized assignment or sublease shall be voidable and shall constitute a breach of this Lease at LANDLORD's option.

LANDLORD shall not unreasonably withhold its consent to assignment or subletting of this Lease. In the event LANDLORD refuses to grant such consent and if TENANT wishes to contest LANDLORD's decision, then TENANT's sole remedy shall be for injunctive relief and not for any form of damages or costs. Any excess rents received by TENANT from any assignee or sublessee over and above the rents provided for by the terms of this Lease shall be due and payable to LANDLORD. It shall not be unreasonable to withhold said consent if TENANT is in default of this Lease at such time. Any such assignment or sublease shall be subject to the terms of this Lease and TENANT and any guarantors shall remain primarily liable to LANDLORD for the full performance of duties and obligations under this Lease.

24. SUBORDINATION AND ATTORNMENT. This Lease shall be subject and subordinate to the lien of any mortgage now secured by or hereafter to be secured by the leased premises and/or other property of LANDLORD at the election of any owner of such premises, and to all renewals, modifications, amendments, consolidations, replacements and extensions thereof. TENANT shall execute and deliver to the owner of the premises and any mortgagee documents which may be reasonably required by any owner of the premises in confirmation of such subordination promptly upon LANDLORD's written request. Further, TENANT, as a part of any subordination agreement, if requested, shall agree to attorn to any mortgagee in the event of foreclosure or deed in lieu of foreclosure. In consideration of TENANT's execution of a subordination and/or attornment agreement, TENANT shall be granted a non-disturbance agreement from such mortgagee. In any event, TENANT shall be obligated to continue to pay rent and comply with all other terms of this Lease if allowed to remain in possession after any foreclosure or deed in lieu of foreclosure.

25. SALE BY LANDLORD. In the event of any sale or conveyance by LANDLORD (or its mortgagee) of the leased premises or any part thereof, the sale or conveyance shall be made subject to this Lease and shall operate to release LANDLORD (and any mortgagee) from any further liability under any of the terms, covenants, and conditions contained in this Lease, express or implied, and TENANT shall look solely to the purchaser.

26. ESTOPPEL CERTIFICATES. TENANT, upon request by LANDLORD, shall execute and deliver to LANDLORD, in contemplation of the sale or mortgage of the leased premises, an estoppel certificate which shall, at a minimum, state to the extent of the true facts: (1) that the Lease provided to the lender or purchaser is a true and correct copy of the Lease and that it has not been modified or terminated except as set forth, (2) that the rentals in the Lease have not been modified, (3) that there are no outside agreements that would affect lender or purchaser or any of their rights to the Lease or premises, (4) that there are no disputes existing as to the Lease, (5) that LANDLORD has complied with the terms of this Lease to the date of the certificate, (6) that there have been no rentals paid more than thirty (30) days in advance, and (7) any other reasonable terms.

27. DEFAULT BY TENANT. The occurrence of any one or more of the following conditions shall constitute a default of this Lease. In the event of a default of this Lease by TENANT, the LANDLORD shall have the rights as set forth in this Lease, which rights are cumulative and in addition to any rights or remedies which LANDLORD may have by law:

- (1) The failure of TENANT to pay any part of a rental payment or other charge due under this Lease on or before its due date;
- (2) Unauthorized assignment or sublease of this Lease or any part thereof or of any interest therein;
- (3) Dissolution of TENANT or any guarantor if either be a corporation;
- (4) The appointment of a receiver or Trustee over any part or all of TENANT's property or that of any successor;
- (5) The voluntary or involuntary making by or against TENANT of a general assignment for the benefit of any one or more of TENANT's past, present or future creditors.
- (6) The filing or attachment of any lien or encumbrance against the premises arising out of any act or omission by TENANT which is not released or bonded by TENANT, at its expense, in accordance with law within ten (10) days of filing or attachment.
- (7) The supplying by TENANT to LANDLORD of any false information material to TENANT's ability to perform this Lease;
- (8) Failure of TENANT to perform any covenant, condition or obligation contained herein within fifteen (15) days of notice from LANDLORD or such shorter period of time as may be stated elsewhere in this Lease.
- (9) Any act of intentional damage to the leased premises or any common area.

28. LANDLORD'S RIGHTS AND REMEDIES UPON TENANT'S DEFAULT. Upon any default of TENANT, LANDLORD, at its option, and without further demand or notice, shall have the following rights and remedies in addition to any rights provided by law, all of which shall be cumulative:

- (1) Perform any covenant or obligation of TENANT and charge the cost of the cure to the next installment or installments of rental due.
- (2) Allow TENANT to remain in possession, declare the total rental under this Lease immediately due and payable and institute collection proceedings, together with all expenses of collection and reasonable attorney's fees, all without relief from valuation or appraisal laws.
- (3) Retake possession of the leased premises and relet the leased premises or any part thereof to a third party. LANDLORD shall not be required to exercise diligence in reletting the premises in order to mitigate TENANT's obligations hereunder, nor shall LANDLORD be required to accept any proposed tenant offered by TENANT. If the LANDLORD relets the premises (either for a term greater than, less than or equal to the unexpired portion of the term then in effect under the terms of this Lease) for an aggregate rent during the portion of such new Lease which is less than the rent and other charges which TENANT would pay hereunder for such period, LANDLORD may immediately upon the making of such new Lease, sue for and recover the difference between the aggregate rental provided for in said new Lease for the portion of the term coextensive with the term then in effect under this Lease, and the rent which TENANT would pay hereunder for such period, together with any expense to which LANDLORD may be put for brokerage commission, placing the demised premises in tenantable condition, charges accrued prior to the new Lease or otherwise. If such new Lease or tenancy is made for a shorter term than the balance of the term of this Lease, any such action brought by LANDLORD to collect the deficit for that period shall not bar LANDLORD from thereafter suing for any loss accruing during the balance of the unexpired term of this Lease.

(4) Prohibit TENANT's access to and use of the premises until any default by TENANT under this Lease has been cured. Any such summary action by LANDLORD shall not be construed as a trespass or an election or act constituting retaking of possession unless expressly so stated in writing by LANDLORD to TENANT.

TENANT knowingly and voluntarily waives demand for performance, notice to quit and any and all rights of redemption which TENANT may now have or hereafter acquire pursuant to Statute or Court decision, except for notice as provided in this Lease. LANDLORD shall have the right to cure any default by TENANT without giving notice to TENANT in the event of an emergency.

LANDLORD's failure to insist on the strict performance of and compliance with each condition in this Lease shall neither constitute nor be construed as constituting a waiver by LANDLORD of LANDLORD's rights under this Lease or by law, nor constitute nor be construed as consisting of a waiver by LANDLORD of a second or subsequent default by TENANT of the same condition. Acceptance of past due rent or other sums due shall in no way act as a waiver of TENANT's default nor prevent LANDLORD from proceeding as above stated. In the event litigation is commenced, it shall no longer be necessary for LANDLORD to notify TENANT of any additional occurrences of default.

29. DAMAGE TO PREMISES. In the event that the leased premises are damaged by fire or other casualty, then TENANT shall notify LANDLORD in writing of such an event. If the damage is to an extent, in the judgment of competent local public authority, that the premises are untenantable by TENANT, then it shall be the option of either party to cancel this Lease by written notice to the other party within thirty (30) days from date of damage. If either party elects to terminate this Lease pursuant to this paragraph, the Lease shall terminate fifteen (15) days after date of notice, TENANT shall surrender possession to LANDLORD, and all accrued rights under this Lease shall survive termination.

In the event that the premises are not deemed untenantable by local public authority, and if TENANT is unable to use any part of the leased premises while LANDLORD restores same, then monthly rent shall be equitably prorated and abated in the proportion that the monthly rent of the part usable by TENANT bears to the monthly rent of the total space then leased by TENANT, taking into consideration the monthly rental rate per square foot for the space for which the proration is made. The abatement of monthly rent shall commence with the date of the damage and continue until the repairs are completed. Other obligations of TENANT under this Lease shall not abate in any manner.

30. PUBLIC LIABILITY INSURANCE TO BE CARRIED BY THE TENANT. TENANT before occupying the premises, at its expense, shall cause to be issued and kept in force during the term and each extension term, if any, a policy or policies of public liability insurance, including public liability and property damage, by the terms of which both LANDLORD and TENANT shall be insured (LANDLORD shall be named as Additional Insured) against claims for bodily injury, death and property damage as a result of an occurrence on the premises, with minimum combined single limits of One Million Dollars (\$1,000,000.00). Such policy shall also provide Fire Legal Liability (fire damage) coverage in an amount not less than \$500,000.00. TENANT shall remain liable to LANDLORD for any deficiency should insurance afforded by this section be insufficient to satisfy the liability of TENANT under this Lease.

31. CERTIFICATE OF INSURANCE. TENANT, at its expense, shall carry all insurance required by this Lease with a company acceptable to the LANDLORD and qualified to do business in the State of Indiana, and TENANT shall cause each policy of insurance procured by it and required by this Lease to be endorsed to provide that each insurer shall have the right to change or cancel the policy only after first giving both parties fifteen (15) days prior written notice by certified mail, return receipt requested, of the insurer's intention to cancel or change the policy.

TENANT shall, at its expense, before commencement of the term and upon each renewal of such insurance, deliver to and deposit with LANDLORD certificates of insurance for each policy required by this Lease and copies of receipts evidencing that all current premiums on such policies have been paid.

32. ADJUSTMENTS TO INSURANCE COVERAGE. In order to maintain the same level of coverage that will exist at the commencement of the term of this Lease, the amounts and types of coverage called for herein shall be subject to review at the end of each lease year following the Commencement Date and, if appropriate, they shall be increased or extended to provide the amounts and types of coverage that are at least equal to the amounts and types of coverages carried by prudent owners and operators of properties similar to the leased premises but in no event shall the coverage be less than as required by the terms of this Lease.

33. DENIAL OF SUBROGATION RIGHTS. TENANT and LANDLORD shall cause each policy of insurance carried by each of them respectively on the premises and insuring either LANDLORD or TENANT or both against loss or damage as a result of fire, causes enumerated in extended coverage and additional perils policies and endorsements, bodily injury, death and property damage, to be written and endorsed to provide that each insurance company waives all rights of recovery by way of subrogation against LANDLORD or TENANT in connection with any loss or damage covered by and to the extent of the maximum limits and the maximum proceeds payable under each policy of insurance. LANDLORD and TENANT, for themselves and for each person, organization, association and corporation claiming under or through either party, herein waive, release and discharge each other from all costs, expenses, losses, damages, demands, claims and liabilities arising in any manner that is covered by policies of insurance now or hereafter existing during the term of this Lease or any extension period, if any. However, this release is applicable only to the extent of the maximum proceeds paid under each applicable policy of insurance.

If the release and discharge of LANDLORD by TENANT or of TENANT by LANDLORD as contained in this Lease, to the extent of maximum proceeds paid under each applicable policy of insurance, contravenes any statute or decision with regard to exculpatory agreements, the liability of LANDLORD or TENANT, as the case may be, shall be deemed not released but shall be secondary to all of the insurance proceeds paid under such applicable policy of insurance.

34. INDEMNIFICATION OF LANDLORD. TENANT assumes all risk and responsibility for injury or death to persons and damage to property (damages to the leased premises being waived to the extent of insurance proceeds paid to or on behalf of LANDLORD) arising out of or in any way connected with or related to TENANT's use and control of the leased premises and TENANT shall indemnify and hold LANDLORD harmless as to all such liability, including reasonable attorney fees.

35. FIRE, EXTENDED COVERAGE AND ADDITIONAL PERILS INSURANCE. LANDLORD, at its expense, shall purchase and keep in force during the term and each extension, if any, a policy of insurance for fire, extended coverage and additional perils from damage to or destruction of the improvements located on the premises. TENANT covenants not to make void or voidable any policy of insurance by its acts or omissions or cause the insurance premium to be increased. In the event that LANDLORD's insurance rate is increased by TENANT's acts or omissions or refusal to comply with the reasonable requirements of LANDLORD's insurers or with any notice, law, ordinance, order or regulation of any governmental body or authority, any increase in the cost of insurance to LANDLORD shall be paid by TENANT to LANDLORD as additional rent. The coverage contemplated by this Section shall be secondary to the Fire Legal Liability (Fire Damage) coverage provided by Tenant under the terms of this Lease.

36. NOTICE. All notices, requests, demands or other communications required under this Lease shall be in writing and shall be either personally delivered evidenced by a signed receipt or transmitted by United States mail, certified, return receipt requested, postage prepaid, addressed as follows:

If given to LANDLORD:

Commercial Logistics Corporation  
P.O. Box 766  
Jeffersonville, IN 47131

If given to TENANT:

To the address of TENANT stated in Exhibit "A" attached to the Lease.

All notices, requests, demands and other communications shall be effective upon personal delivery evidenced by a signed receipt or upon being deposited in the United States mail, whichever occurs first. The parties hereto shall have the right, at any time and from time to time during the term of this Lease, to change their respective addresses for notices by giving the other party hereto written notice thereof.

37. ATTORNEY FEES. TENANT shall pay all reasonable attorney's fees and costs incurred on behalf of LANDLORD if (a) LANDLORD institutes litigation against TENANT for a breach of the terms and conditions of this Lease, (b) LANDLORD institutes litigation against TENANT for an unlawful detainer of the demised premises, or (c) LANDLORD becomes a party to litigation or negotiations instituted by a third party against TENANT, relating to the

demised premises wherein LANDLORD is not at fault. The reimbursement of attorneys fees shall not be conditioned upon the commencement of litigation.

38. PROHIBITION OF MECHANICS LIENS. The LANDLORD shall not be liable to pay for any work, labor or services furnished at the request of TENANT. TENANT shall not allow any encumbrance or lien resulting from alterations, construction, repairs or maintenance performed at its request or from any other source to attach to the interest of LANDLORD or to the leased premises.

39. SECURITY DEPOSIT. LANDLORD acknowledges receipt of the security deposit in the amount stated on Exhibit "A" attached that LANDLORD is to retain as security for the faithful performance of all terms and conditions of this Lease. This amount may also be applied as a setoff to any damages incurred by LANDLORD by any default of TENANT under the terms of this Lease. Application of the security deposit sum to the arrearages of rental payments or damage shall be at the option of LANDLORD, and the right to possession of the premises by LANDLORD for non-payment of rent or for any other reason shall not in any event be affected by this security deposit or its use as a setoff against LANDLORD's damages. The security deposit is to be returned to TENANT when this Lease is terminated, according to the terms of this Lease, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by LANDLORD by reason of any breach of the terms and conditions of this Lease by TENANT. In no event is the security to be returned until thirty (30) days after TENANT has vacated the premises and delivered possession to LANDLORD and so long as TENANT has not breached any term of this Lease. The LANDLORD shall not pay interest or account for interest on the security deposit.

In the event that LANDLORD repossesses the premises because of default of TENANT or because of a failure by TENANT to carry out the terms and conditions of this Lease, LANDLORD may apply the security deposit on all damages suffered to the date of repossession and may retain the balance of the security to apply on damages that may accrue or be suffered thereafter by reason of the default or breach of TENANT. LANDLORD shall not be obligated to hold the security in a separate fund, but may mix the security with other funds of LANDLORD. If LANDLORD transfers the fee title to the leased premises and transfers the security deposit in connection with such transfer, then in such event, TENANT waives all rights against LANDLORD in regards to the security deposit.

40. TRASH. TENANT shall not permit refuse, trash, scrap, junk, garbage or other waste of any nature whatsoever to accumulate upon or adjacent to the premises. Any and all such material shall be promptly removed from the premises, at TENANT's expense, in compliance with all laws.

41. MISCELLANEOUS TERMS.

- (a) Time is of the essence in this Lease.
- (b) This Lease shall be binding upon the heirs, executors and permitted assigns of the parties herein.
- (c) This Lease and all matters in tort shall be governed and construed in accordance with the laws of the State of Indiana.
- (d) This Lease may only be modified or amended by written document signed by all parties.
- (e) The section titles or captions contained herein are inserted only for convenience and in no way define, limit or extend the provisions of this agreement.
- (f) This Lease contains the entire agreement between the parties and supersedes all previous oral or written arguments between the parties.
- (g) No waiver of any provisions of this Lease shall be valid unless in writing and signed by the party against whom such waiver or claim is sought to be enforced.
- (h) Whenever the context so permits or requires, the singular of any word shall include the plural, the plural shall include the singular and any gender shall include all other genders.

(i) If any provision of this Lease or the application thereof to any person shall be invalid or unenforceable to any extent, the remainder of this Lease shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(j) Each party waives trial by jury as to all issues arising out of or related to this Lease.

(k) All accrued rights under this Lease and each and every indemnification provided for the benefit of either party shall survive the termination of this Lease.

42. ATTACHED EXHIBIT TO LEASE. The Exhibit attached to this Lease and identified as Exhibit "A" and all of its terms and conditions shall be considered a part of this Lease and said Exhibit is hereby incorporated into this Lease.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LANDLORD:

TENANT:

COMMERCIAL LOGISTICS  
CORPORATION

By  
Signature\_\_\_\_\_

By  
Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Printed Name\_\_\_\_\_

Title \_\_\_\_\_

Title\_\_\_\_\_

## EXHIBIT "A"

LANDLORD: Commercial Logistics Corporation

TENANT:

ADDRESS: \_\_\_\_\_

Description of Premises:

Possession Date:

Commencement Date of Lease:

Termination Date of Original  
Lease Term:

Monthly Rent Original Term:

Security Deposit Received: \$1,000.00

Business use of Premises:

### ADDITIONAL LEASE TERMS

1. Construction of Improvements. Landlord shall remodel the demised premises in accordance with the plans, approved by both parties, and identified as Exhibit "B" attached hereto. The plans in Exhibit "B" may require approval by various departments of Indiana State Government. In the event that any such governmental department requires substantial and material changes in the plans, then both parties to this Lease shall have the right to approve or reject the proposed changes, however, such approval or rejection shall be reasonable and in good faith. If either of the parties reasonably and in good faith rejects such changes and governmental approval of such plans cannot otherwise be approved, then this Lease shall terminate. If Landlord wishes to deviate from the plans or specifications in a substantial and material manner after all preconstruction approvals are obtained or after the commencement of construction or if any governmental department requires substantial and material changes during construction, then Tenant shall approve such changes. Tenant shall not unreasonably fail to approve such changes. At any such time as Landlord delivers possession of the improvements to Tenant, the improvements shall be in substantial compliance with the plans of Exhibit "B" (or as amended by consent of Tenant). In the event of a dispute, the decision of Landlord's architect shall be final. The improvements shall be completed without delay except for such delay as may be caused by strikes or lockouts, or other causes not under the control of Landlord. Landlord shall erect the improvements at its own expense, including all architects, engineering and other fees incurred by Landlord at its request and the improvements shall at all times belong to it.

The Landlord shall notify Tenant in writing at least ten (10) days prior to the estimated date of substantial completion of the premises, however, such notice shall not amend the dates or terms of this Lease. Tenant shall not have any right to cancel this Lease, reform this Lease or demand damages of any nature from Landlord if possession is given after the possession date so long as Landlord is diligently pursuing the completion of construction of the improvements or in the event possession was delayed due to the acts or omissions of Tenant. If possession has not been delivered by \_\_\_\_\_, through no fault of Tenant, then Tenant's sole remedy shall be a cancellation of this Lease.

In the event that Landlord is unable to obtain satisfactory construction or long term financing for the improvements to be constructed by Landlord on the leased premises, or in the event that the cost of such improvements to be constructed by Landlord exceed contemplated costs, in the sole and absolute discretion of Landlord, then Landlord may, within fifteen (15) days of the later date on which either the Landlord or Tenant signed this Lease give written notice to Tenant that this Lease is terminated. If notice of termination is given by Landlord to Tenant within the time period provided in this section, then this Lease shall be null and void.

2. Shared Repair Expenses. Notwithstanding language to the contrary in the Lease, the Landlord and Tenant shall equally share the cost of necessary repairs to the air conditioning, furnace, electrical systems and plumbing which service the premises unless such repairs were occasioned by the negligence or intentional misuse of Tenant, in which case, such repairs shall be at the cost of Tenant. Tenant, at its expense, shall obtain and maintain a maintenance agreement with a reputable service company in regards to the heating and air conditioning systems which shall include, as a minimum, semi-annual preventative maintenance servicing. In the event Tenant fails to obtain and maintain such maintenance agreement, then all air conditioning and heating system repairs shall be at the sole expense of Tenant. Tenant, at its expense, shall have the floor covering professionally cleaned twice a year throughout the term of the lease.

3. Agent for Service of Process. The Tenant hereby appoints \_\_\_\_\_ whose dwelling house or usual place of abode is \_\_\_\_\_, its attorney in fact with full power of substitution to receive in Tenant's name, place and stead all service of process and/or summons arising from or related to this Lease. In the event that the whereabouts of the above named person becomes unknown, then \_\_\_\_\_ whose dwelling house or usual place of abode is \_\_\_\_\_, is appointed such power of attorney. Such powers of attorney constitute a power coupled with an interest and are irrevocable while Tenant owes any obligation to Landlord. These powers of attorney shall not preclude service of process upon Tenant otherwise in accordance with Indiana law or rule.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

LANDLORD:

TENANT:

Commercial Logistics Corporation

By  
Signature \_\_\_\_\_

By  
Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title: \_\_\_\_\_

PERSONAL GUARANTY OF LEASE

In consideration of the execution of the Lease by Landlord, at my (our) request and on the faith of this Guaranty, I (we) do hereby unconditionally guarantee, (jointly and severally), the payment of the rent due under the Lease from Tenant (or any assignee) and the performance by said Tenant (or any assignee) of all the covenants and agreements of said Lease and I (we) agree to pay, (jointly and severally), all of Landlord's expenses, including reasonable attorney fees incurred in enforcing the obligations of the Tenant (or any assignee) under the Lease and in enforcing this Guaranty, and I (we) hereby waive notice of default and demand for performance. I (we) further waive all exemptions which I (we) may be entitled to under the laws of any state and I (we) waive trial by jury as to all issues arising out of or related to the Lease or this Guaranty. In addition, I (we) agree that Landlord shall have the right, without notice, to deal in any way, at any time, with Tenant (or any assignee) and any Guarantor hereof, and to grant Tenant (or any assignee) any extension of time for payment or performance under the Lease or any other indulgences or forbearances whatsoever and may release any Guarantor of this Lease from liability hereunder and without waiving any rights the Landlord may have hereunder or by virtue of law. I (we) waive any requirement that any action be taken against Tenant (or any assignee) before enforcing this Guaranty. This Guaranty is unlimited as to time and amount. This Guaranty is binding upon my (our) heirs, personal representatives and assigns and shall inure to and may be enforced by Landlord, its successors and assigns. This Guaranty shall be construed in accordance with the laws of the State of Indiana.

\_\_\_\_\_  
Printed Name\_\_\_\_\_

\_\_\_\_\_  
Printed Name\_\_\_\_\_

\_\_\_\_\_  
Printed Name\_\_\_\_\_

\_\_\_\_\_  
Printed Name\_\_\_\_\_