

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective on _____, by and between McDaniel Rentals LLC ("Landlord"), and _____ ("Tenant").

The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Business Space, approximately 2200 sq. ft., ground floor, located at 109 West Seventh St., Bloomington, IN 47404 (the "Premises").

TERM. The lease term will begin on _____ and will terminate on _____.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly payments of \$_____ per month for months, payable in advance on the first day of each month periods.

USE OF PREMISES. Tenant may use the Premises only for, _____. The Premises may be used for any other purpose only with the prior written consent of Landlord. Tenant shall not have the right to assign this Lease or Sublet the Premises in whole or in part without Landlord's written consent. Tenant shall notify Landlord of any anticipated extended absence, of seven days or greater, from the Premises no later than the first day of the extended absence.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, a deposit of \$_____, as security for the faithful performance of all the terms of the Lease. The Landlord will hold the Security Deposit without liability for interest to Tenant and Landlord agrees to refund the Security Deposit, less permitted deductions, if any, to Tenant after Tenant vacates the Premises at the expiration of this lease or any extension, provided that there has been compliance with all terms of the Lease. In the event of In the event of Tenant's non-compliance or breach of this Lease, Landlord may deduct from the Security Deposit and deductions authorized in this Lease without prejudice to any future claim of the Landlord for damages incurred. Landlord shall have no obligation to pay interest to Tenant for the Security Deposit being held. In the event of bankruptcy or other debtor/creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of the rental due Landlord for all periods prior to filling of such proceedings.

Landlord may deliver the Security Deposit to the purchaser of Landlord's interest in the Premises in the event that Landlord's interest is sold. In such event, Landlord shall be discharged from any further liability with respect to the Security Deposit.

POSSESSION. Tenant shall be entitled to Possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

***McDaniel's LLC, is allowing Tenant to take possession within 1 week of the signing of this lease, as long as all utilities have been transferred over into Tenant's name.

FURNISHINGS. The following furnishings will be provided: The property shall be leased unfurnished. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

ALTERATIONS. Tenant shall not at any time during the Lease Term, or any extension, have the right to make any alterations, or improvements to the Leased Premises except with the Landlord's prior written consent. Any such alterations, additions, fixtures installed, or improvements including, but not limited to, floor coverings, wood moldings, wall coverings, ceiling changes, lighting fixtures, interior partitions, electrical and plumbing changes and additions, cable and telephone runs and outlets which may be made or installed by Tenant shall remain upon the Leased Premises. All work shall be done to local and state codes and requirements. At the termination or expiration of this Lease, such items shall be surrendered to Landlord with the Leased Premises. Tenant agrees that, during the time any such alterations or improvements are being made, Tenant shall carry public liability insurance. Tenant shall indemnify and hold Landlord harmless from any loss, liens for labor, materials, supplies, liability, cost, or expense (including attorney's fees and court cost, incurred in the defense of one or more claims) arising out or in connection with Tenant's use and occupancy of the Premise or any products or services sold, to be sold, stocked, or made available on or from the premise, including injuries to persons or damages to property, unless caused by the acts or omissions of Landlord.

STORAGE. Tenant shall be entitled to store items of personal property on property however Landlord shall not be liable for loss of, or damage of, such stored items.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Tenants Liability Insurance shall be a minimum of 50,000 per person/100,000 per incident/300,000 per occurrence. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of

_____, unless either party gives written notice of the termination no later than 90 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease except that the lease payment shall be \$_____per month for the first year of the two year renewal and \$_____per month for the second year of the two year renewal.

UTILITIES AND SERVICES. Tenant shall pay for all utilities when due and shall hold Landlord harmless from liability from such charges. Trash removal, sidewalk clearing, pest control, facilities and equipment are Tenants responsibility. Landlord shall not in any way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur if the quantity or character of any utility service is changed or suspended because of condition beyond Landlord's control.

MAINTENANCE and REPAIRS. Landlord shall, at Landlord's expense, maintain the structural portions of the building including the roof, foundation, outside walls, electrical service to Tenant's electrical panel, and plumbing waste and water supply mains.

Tenant shall, at Tenant's expense, during initial Lease Term or any extension bear all expenses for maintenance, repair, and replacement of the Premises not borne by Landlord. Tenant shall keep the interior portion of the Premises in good order and repair and shall maintain and repair at Tenant's expense all other components of the Premises including, but not limited to, interior walls, interior floors and base, interior ceilings, all H.V.A.C. system components, all electrical system components, all plumbing system components and blockages, all exterior and interior doors, door frames, and door glass, all exterior and interior window frames and window glass.

The leased Premises shall be returned to Landlord at the termination or expiration of this Lease and any extension in as good order, condition, and repair as they are in at the commencement of the Lease Term, reasonable use and ordinary wear and tear, effects of time, defaults of Landlord, condemnation, casualty, war, and Acts of God are excepted. Upon termination or expiration of this Lease, Tenant shall remove any sound deadening material that has been affixed to the walls, floors or ceilings of the Leased Premises, and shall make any necessary repairs to return the Leased Premises to Landlord in the condition it was in prior to installation of such fixtures, materials and equipment.

ACCESS TO PREMISE. Landlord and Landlord's authorized representatives shall have the right of enter upon the Leased, without notice and at all reasonable hours, for the purpose of inspecting the Premises, making repairs, or exhibiting the Lease Premise to prospective tenants, purchasers, or others.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments For the premises.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

PLACE OF PAYMENT OF RENT. All rent shall be payable to Landlord, at McDaniel Rentals, LLC, P.O. Box 8873, Bloomington, IN 47407-8873, or to such other person or place at Landlord may designate in writing.

LANDLORD:

Name: McDaniel Rentals LLC
Address: P.O. Box 8873
Bloomington, IN 47407-8873

TENANT:

Name: _____
Address: _____

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Indiana.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or enforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

This lease shall be binding upon the parties and all terms thereof shall be binding upon the administrators, executors, personal representatives, heirs, assigns, trustees and receivers of the Lessor and Lessee herein.

McDaniel Rentals LLC (LANDLORD/LESSOR):

By: _____
_____, date

(TENANT/LESSEE):

By: _____
_____,
_____ date