

Indiana Wholesale Offices Inc. Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective _____ [Date],

by and between Indiana Wholesale Offices and _____
Dealer Business Name

Landlord is the owner of land and improvements commonly known and numbered as 7930 Whitcomb Street, Merrillville, In 46410 and legally described as the Office Building and surrounding land.

Landlord makes available for lease a rentable portion of the Building designated as Wholesale Auto Dealers Offices to the Tenant one office commonly known as Suite # _____ (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning _____ [Start Date] and ending not less than 12 months from the start date. Landlord shall give Tenant possession at the beginning of the Lease term. Tenant shall provide ninety (90) days advance notice of the fulfillment of the lease agreement if the tenant plans to vacate the leased premises after fulfilling the minimum 12 month term. **The tenant is made aware that they are required by law to have a rented office prior to establishing a business within Merrillville, Indiana and prior to applying for a Indiana Wholesale Dealers License.**

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$3600.00 per year, payable in installments of \$300.00 per month. Each installment payment shall be due in advance of the day of the month that the contract was established to Landlord at 7930 Whitcomb Street, Merrillville, IN 46410 or at such other place designated by written notice from Landlord or Tenant. A credit card on file shall be utilized for late payment fees, excessive mail forwarding, or any other expense not included as a standard expense in the rental agreement. Discounts shall apply and will be handled on a case by case basis and defined in Section 27. If a current credit/debit card with a minimum of \$300.00 balance remaining is not on file, then the tenant shall pay the last month's rent in advance.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be \$3600.00 per year payable in installments of \$300.00 per month. This rental amount shall not increase during the term of this contract or renewals and or extensions of this contract. (Your rent will never increase as long as you are a tenant in good standing)

C. If the payment is not received before the 10th day after the monthly due date a Fifty (\$50.00) Dollar fee shall be assessed and deducted from the Last Months Rent Pre-payment. If payment is not received by the 20th day after the monthly due date, The Secretary of State will be notified and the License will be revoked. Tenant's failure to comply with the terms of this agreement constitutes justification for a claim made against the Surety Bond on file with the Secretary of State. Your license will be revoked by The State of Indiana.

Renter acknowledges Section 2 _____
Renters Signature of Acknowledgement

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. The Tenant shall not display vehicles for sale on the property. The tenant can arrange for storage of vehicles awaiting title transfers at the landlords discretion.

4. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, any repairs to the Leased Premises that they desire. Repairs shall include such items as routine repairs of walls, door, and other parts of the Leased Office damaged or worn through normal occupancy.

5. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense..

6. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises.

7. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or act of God, rent shall not be diminished or abated if normal business can continue while such damages are under repair. Every effort shall be put forward to re-establish occupancy within 180 days of the release to repair or rebuild the structure.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. The landlord is not responsible for tenants personal property located within the building.

8. Utilities.

Landlord shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used at the Leased Premises during the term of this Lease.. Tenant shall not use any equipment or devices that utilize excessive electrical energy.

9. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Tenant shall only purchased signs from an approved vendor who has been selected by the Landlord. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

10. Entry.

The Tenant will have access to the Leased Office by making an appointment prior to entry to the premises. The Tenant will have full access to the parking lot at any time. If access limiting systems are installed, the Landlord shall offer a means of access to the Tenant.

11. Parking.

During the term of this Lease, Tenant shall have one (1) parking space per office leased assigned to them during normal business hours. Additional spaces shall be rented for \$25.00 per month, per space, paid in advance and be available to the Tenant at anytime. Tenant shall not sublet or lease out assigned parking spot afforded with said office rental.

12. Damage and Destruction.

Subject to Section 7 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right after sixty (60) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Landlord's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes. The Landlord reserves the right to relocate a Tenant to an available unoccupied office within a 30 mile radius.

13. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for five (5) days after payment due date, a \$50.00 late fee will be accessed. If default shall continue by the Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after payment due date the Indiana Secretary of State will be notified that the Tenant is no longer operating within the premises, at which time the Tenant's Wholesale License will be revoked by the state. Landlord shall not be held liable for any changes in the Indiana State legislature regarding the lease of the rentable property nor the sales of vehicles. If a tenants license is revoked, tenant shall forward all State issued Vehicle Tags to the landlord.

14. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

15. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority. The Landlord will make every effort to secure a suitable substitute property whereas to maintain the Tenants legal obligation to the Indiana Secretary of State.

16. Security Deposit

The Security Deposit shall be held by Landlord in the form of a Last Months Rent Payment without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease. It is also understood that the security deposit shall be forfeited by the Tenant for damages in case of default by Tenant. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit / Last Months Rent to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant within 5 days. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

17. Insurance.

Tenant will carry public liability insurance on the assigned USED DEALER PLATES during the term of this Lease, covering the Tenant with limits not less than \$300,000.00 per person and \$100,000.00 per occurrence for bodily injury, including death, and \$50,000.00 for property damage (Garage Liability Insurance / SR-23)

Tenant will indemnify and forever hold harmless the Landlord and it's agents and beneficiaries from and against any and all liabilities, liens, claims, demands, damages, expenses, attorneys' fees, costs, fines, penalties, suits, proceedings, actions and causes of any and every kind and nature arising or growing out of, or in any way connected with the Tenant's use, occupancy, management or control of the Leased Premises and the Common Areas or Tenant's operations, conduct or activities in or on the Landlord's property or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant, it's invitees, agents, contractors, employees, or servants. If the Landlord is made a party to any litigation commenced by or against the Tenant, costs, expenses and reasonable attorney fees incurred or paid by the Landlord in connection with such litigation shall be paid for by the Tenant.

18. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord :

Indiana Wholesale Offices Inc.
7930 Whitcomb Street
Merrillville, IN 46410

The Landlord shall have the right from time to time to change the place of notice is to be given under this paragraph by written notice thereof to the other party.

18. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

19. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

20. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

21. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

22. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

23. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord’s consent is required or desirable under this Lease.

24. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant’s use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

25. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

26 Acting Agent / Power of Attorney

I hereby authorize Indiana Wholesale Offices Inc, and / or one of its agents to act on my behalf to fill out and file all documents hereby required by the Federal Authorities as well as the State of Indiana. I hereby agree to verify that all information provided on all forms provided to Indiana Wholesale Offices Inc are accurate, true, and correct.

I hereby waive my right to hold Indiana Wholesale Offices Inc, it’s officers, agents, and subsidiaries liable for errors due to inaccurate information provided. Under penalties of perjury, I declare that I have examined all applications and agreements and to the best of my knowledge and belief, all information is accurate, true, and correct.

27. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

28. Amendment(s)

[Landlord] Signature Block or Agent

Date

[Tenant] Signature Block

Date