

COMMERCIAL LEASE AGREEMENT

Landlord: Bloomington Properties Trust, LLC

Tenant: City of Bloomington Fire Department

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement is entered into by and between the City of Bloomington Fire Department ("Tenant") and Bloomington Properties Trust, LLC, ("Landlord" and/or "Owner"), upon the following terms and conditions:

ARTICLE 1: Premises

Section 1.01 Lease and Description.

Landlord now leases to Tenant a portion of the commercial space at 2917 S McIntire Drive, Bloomington, IN 47403 ("the Building"), specifically the southern 6,000 square foot +/- commercial space of the Building, commonly known as "Suites "C", "D" and "E" ("the Premises").

Section 1.02 Condition of Premises.

Tenant accepts the Premises (including plumbing, heating, air conditioning, and electrical systems) in good working condition. Any subsequent damages to Premises beyond that of normal wear and tear shall be charged to Tenant. Prior to the commencement of the Base Term (Section 2.01), Landlord and Tenant shall conduct a joint walk-through of the Premises for purposes of ascertaining that the Premises are in good working condition, and to document any damage or defect of the Premises predating Tenant's occupancy.

Landlord agrees to build out the Premises as shown in Addendum "A" attached hereto.

Tenant shall provide, at Tenant's sole expense, all Tenant improvements required to operate Tenant's business, including all materials and equipment, subject to prior written approval of the improvements by Landlord.

Section 1.03 Owner of the Premises.

The current owner of the Premises and Building is Bloomington Properties Trust, LLC (the "Owner" and "Landlord"). Owner warrants that the Premises and Building are held in fee simple.

ARTICLE 2: Term and Possession

Section 2.01 Base Term.

The base term of the Lease shall be for 6 months, and shall commence on July 1, 2020, and end on December 31, 2020, ("Base Term"). Landlord shall secure all required occupancy or other permits prior to the commencement of the Base Term. If Tenant cannot begin occupancy on July 1, 2020 due to any failure by Landlord to secure required permits or otherwise comply with the terms of this Agreement, and/or if the office portion of the premises is incomplete on July 1, 2020, the monthly rent shall be pro-rated based on the square footage used by the tenant compared to the total square footage of the premises until such time as occupancy is permitted and/or the office space is completed.

Notwithstanding the foregoing, Landlord shall ensure that the storage area of the Premises is available, finished, secured and properly permitted for Tenant to store and perform maintenance

on equipment therein no later than July 1, 2020. Landlord shall pay Tenant liquidated damages of One Hundred Dollars (\$100.00) per day that the storage area remains unavailable to Tenant for the purposes described.

Section 2.02 Option to Extend.

Provided Tenant is not in default under the terms of the Lease, Tenant shall have the option to extend the Lease for five additional, consecutive one-year periods ("Option Term(s)") commencing at the expiration of the Base Term or subsequent Option Term. Tenant shall exercise its first option to extend by written notice sent at least ninety (90) days prior to the expiration of the initial term of the Lease and any subsequent option term or within seven (7) days of approval of the City of Bloomington budget by the Bloomington City Council, whichever is later.

Section 2.03 Failure to Appropriate Funds.

If funds for the continued fulfillment of this Agreement by Tenant are at any time not forthcoming or are insufficient, through failure of any entity, including the Tenant itself, to appropriate funds or otherwise, then the Tenant shall have the right to terminate this Agreement, subject to the terms of Section 4.01 herein.

ARTICLE 3: Occupancy and Use

Section 3.01 Occupancy.

Tenant shall use and occupy the Premises for any and all commercial endeavors allowed by the City of Bloomington Unified Development Ordinance in its current form, or as may be amended/adopted from time to time, and shall not use the Premises for any other purpose except with the prior, written consent of Landlord.

Section 3.02 Use of Premises--Rules and Regulations.

Tenant shall use the Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Premises; and shall comply with and obey all laws, regulations, and orders of any governmental authority or agency, and all reasonable directions of Landlord, including such Premises and Building rules and regulations as Landlord may from time to time promulgate on reasonable written notice to Tenant.

Landlord and Tenant expressly agree that Tenant's intended use of the Premises is commercial. Tenant represents and warrants that this use, or any other use of the Premises or the Building, will be in compliance with the City of Bloomington Unified Development Ordinance and with the occupancy limits and requirements of the Indiana Building and Fire Codes. Tenant further represents and warrants that their use of the Premises and the Building shall conform with the City of Bloomington Unified Development Ordinance and the current use as defined by Indiana Building and Fire Codes. If the use changes, such that it would be considered a change of use as defined by the Indiana Building and Fire Codes such change of use will be considered a Default, subject to the terms and conditions of Article 10: Remedies Upon Default.

The Building is a non-smoking environment. Tenant shall take necessary steps to ensure its employees and patrons do not violate this rule.

Section 3.03 Rights Reserved to Landlord.

Landlord shall have the following rights exercisable with 48-hour notice and without liability to Tenant for damage or injury to property, persons or business (except for Landlord's negligence), and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for off-sets or abatement of rent:

- a. To designate and/or approve, prior to installation, all type of window coverings of the Building, and to control all internal lighting and signage that may be visible from outside the Building;
- b. To have 24/7 contact information in case of emergencies;
- c. To enter the Premises and Building to make inspections or repairs in or to the Premises or the Building or to exhibit Premises or Building to a prospective tenant, purchasers or others, at regular business hours with prior notice to Tenant and at any time in the event of an emergency;
- d. To approve the weight, size and location of safes and other heavy equipment and articles in and about the Premises and Building and to require all such items to be moved at Tenant's sole risk and responsibility;
- e. To decorate, alter, repair, or improve the Premises or the Building at any time, and Landlord and its representatives for that purpose may erect scaffolding and all other necessary structures on or about the Building and may close or temporarily suspend operations of entrances, doors or other facilities. In the exercise of its rights under this subparagraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business; Landlord shall provide a minimum of 48-hours advance notice of any scheduled activity which could affect the operation of Tenant's business such as an interruption of electricity to the building; and
- f. To do or permit to be done any work in or about the Premises, Building, or any adjacent or nearby building, land, street, or alley and such work will not prevent access to Premises or the Building.

ARTICLE 4: Rent

Section 4.01 Monthly Rent.

The parties agree to an annual 2.5% increase of rent, commencing the 1st day of each calendar year's Option Term.

Tenant agree to pay monthly rent during the Base Term as follows:

Base Term \$4,275.00 per month July 1, 2020, to December 31, 2020.

Option Term 1 January1, 2021, to December 31, 2021;
Rent shall be \$4,381.88 per month beginning January 1, 2021

Option Term 2 January1, 2022, to December 31, 2022
Rent shall be \$4,491.42 per month beginning January 1, 2022

Option Term 3 January1, 2023, to December 31, 2023
Rent shall be \$4,603.71 per month beginning January 1, 2023

Option Term 4 January1, 2024, to December 31, 2024
Rent shall be \$4,718.80 per month beginning January 1, 2024

Option Term 5 January1, 2025, to December 31, 2025
Rent shall be \$4,836.77 per month beginning January 1, 2025

Tenant shall pay rent in advance on the first day of each calendar month.

There shall be a penalty of two (2) months of the then Base Rent in the event Tenant does not exercise Option Term 1. If Tenant exercises Option Term 1, there shall be a penalty of one (1) month of the then Base Rent in the event Tenant does not exercise Option Term 2.

Section 4.02 Common Area Maintenance Fee.

In addition to the rent payment, Tenant shall pay a common area maintenance fee ("CAM Fee"), which shall serve to defray Landlord's costs for maintenance; shared utilities, exterior lighting, snow removal, lawn care, common dumpster fees if any, and other common expenses of operating the Building. The CAM Fee shall be billed to Tenant on a biannual basis based on Tenant's percentage of leased space. Landlord shall document all expenses included in each CAM billing.

Section 4.03 Insurance.

Tenant shall reimburse Landlord for Tenant's share of Landlord's cost of fire and extended coverage insurance on the building. This cost shall be billed to Tenant on a biannual basis based on Tenant's percentage of leased space. Tenant shall maintain insurance on all personal property and contents, which belong to Tenant pursuant to Article 5 of the Lease.

Section 4.04 Utilities.

Tenant shall be responsible for paying for gas, electric, water, and sewer utility products and services for the Premises from the commencement date until the expiration or termination of the Lease term and any renewal period. Tenant shall contract directly with the telephone and cable utility providers and be solely responsible for payment of the same.

Section 4.05 Payment of Rent.

All rent and other payments shall be payable to Bloomington Properties Trust, LLC at P.O. Box 6045, Bloomington, IN 47407, or to such other person or place as Landlord may later designate in writing. Landlord agrees to accept electronic transfer as a method of payment if requested by Tenant.

Section 4.06 Late Payment of Amounts Due.

Tenant agrees that if rent or other amounts due under this section are paid later than five (5) days after they become due, there will be a charge for late payment equal to five percent (5%) of the monthly rent. Payment shall mean a mailing postmarked five (5) or more days in advance of the due date or actual receipt by Landlord.

A check issued on non-sufficient funds (NSF) shall be considered a nonpayment of rent. Charges for late payment of rent under the Lease shall apply, in addition to any other penalty or protest fee allowed by law for a NSF check.

ARTICLE 5: Insurance and Indemnity

Section 5.01 Fire and Miscellaneous Insurance.

Tenant shall maintain insurance on all personal property and contents that belong to Tenant. On securing the foregoing coverage, Tenant shall give Landlord written notice, together with a certified copy of the appropriate policies or insurance certificates.

Section 5.02 Liability Insurance.

Tenant shall be responsible and liable, as between Landlord and Tenant, for all damages to person and property upon the Premises and Building due to Tenant's occupancy and use. Tenant shall indemnify Landlord and Owner and save and hold Landlord and Owner harmless from all such claims. Tenant shall maintain commercial general liability, premises liability, and property damage insurance coverage with limits of at least One Million Dollars (\$1,000,000) Combined Single Limits, with an insurance carrier that is rated no less than "A" by Bests, naming Landlord, Owner, and Tenant as insureds. Tenant shall provide Landlord with an Accord Form 25 certificate from the insurer indicating Landlord and Owner's status as insured.

Section 5.03 Waiver of Claims.

Landlord and its agents shall have no liability to Tenant for any damage to the property of Tenant, located in or about the Premises or Building, no matter what the cause other than damages to Tenant's property resulting from Landlord's negligence or breach of the Lease. Tenant waives all claims for recovery from Landlord except as provided above, and agrees that all fire and extended coverage insurance, which is carried by Landlord with respect to property located in or about the Premises or Building, shall be endorsed with a clause permitting waiver of rights of recovery prior

to a loss so long as such clause is available. No such occurrence shall be deemed to be an actual or constructive eviction from the Premises or Building or result in an abatement of rental, except as provided in Article 11, Damage by Fire and Eminent Domain.

Section 5.04 Indemnity.

Tenant shall indemnify and hold Landlord and Owner harmless from any liability arising out of Tenant's use and occupancy of the Premises or Building for damages to any person or property in, on or about the Premises or Building.

ARTICLE 6: Construction, Maintenance, Repair, and Alterations of Premises and Improvements

Section 6.01 Construction, Maintenance and Repair of Premises and Building.

- a. Landlord agrees to be responsible for all costs associated with the construction of the Building including, but not limited to, building permit costs, architecture costs and engineering costs except for a one time Tenant payment of \$18,500.00 toward the excess cost of the improvements Tenant's specialized needs. Tenant shall make this payment on or before August 15, 2020 or within forty-five (45) days following the issuance of a certificate of occupancy for all portions of the Premises, whichever occurs later. Landlord will finish the space per the plans and specifications in Exhibit A attached hereto.
- b. Landlord agrees to repair and maintain all structural components of the Premises and the Building as well as repair any mechanical, electrical and plumbing problems (except for damage or repairs caused by Tenant, its employees or invitees).
- c. Tenant shall be responsible to Landlord for all damage to the Premises or Building that arises out of the Tenant's use and occupancy. Tenant is responsible for all routine cleaning within the leased Premise. Landlord is responsible for all repairs and maintenance of the interior of the Building including routine HVAC (semi-annually), plumbing, and electrical systems of the Premises and the Building.

Section 6.02 Alterations to Premises, Improvements.

Landlord shall not be obligated and Tenant shall not be permitted to make any alterations, additions, repairs, improvements or decorations to the Premises except as specifically provided for in the Lease or as specifically agreed between Landlord and Tenant in a separate writing. Any approved alterations, repair or improvements shall be made by a contractor approved by Landlord at Landlord's expense. Tenant shall not affix or cause to be affixed to the Premises or the Building, including the windows, any sign, advertisement or notice without the written consent of Landlord.

Section 6.03 Signage.

All signage shall be approved in writing by Landlord and shall comply with Federal, State, and Local laws, rules, regulations and ordinances. All signs must conform to the City of Bloomington Sign Code. All signage must be in good repair and maintained at Tenant's expense.

Section 6.04 Fixtures.

In the absence of a written agreement to the contrary, all alterations, repairs or improvements except unattached movable trade fixtures, office furniture, and equipment of Tenant shall be and remain the property of Landlord. Fixtures may not be added to the Premises or the Building during the term of the Lease without consent of Landlord. Notwithstanding the foregoing, the parties agree that Tenant may install Gear Extractors in the Premises, and Tenant will retain ownership of the Gear Extractors and remove them at the end of the Tenancy.

ARTICLE 7: Liens

Tenant shall keep the Premises and Building free from any liens created or suffered by Tenant, including but not limited to mechanic's and materialmen's liens. In the event any lien is filed against the Premises or Building by virtue of an act or failure to act on the part of the Tenant, Landlord shall have the right, but no obligation, to pay the amount of such lien to cause its release and such amount shall be considered additional rent to be paid to Landlord by Tenant on demand with interest at eight percent (8%) per year from the day of recording of the lien. All liens and encumbrances created or suffered by Tenant shall attach to Tenant's interest only.

ARTICLE 8: Assignment and Subletting

Tenant shall not assign the Lease nor sublet the Premises or Building in whole or in part without express written approval of Landlord.

ARTICLE 9: Default and Opportunity to Cure

Landlord may find that a potential default has occurred if one or more of the following occur:

- a. Failure by the Tenant to maintain any payment(s) due under this Lease Agreement;
- b. A violation of any material term or condition of this Lease Agreement.

Upon Landlord's determination that a default has occurred, Landlord will provide Tenant with written notice of the potential default, a statement of corrective action that is required to cure the potential default, and the required reasonable time period within which corrective action must be taken, which said reasonable time period shall not be less than thirty (30) days. If Tenant fails to correct the potential default to Landlord's satisfaction within the time period specified by Landlord, Landlord will issue a notice of default to Tenant.

ARTICLE 10: Remedies Upon Default

If a Default occurs, Landlord shall have the rights and remedies set forth in this Section, which shall be distinct, separate, and cumulative and shall not operate to exclude or deprive Landlord of any other rights or remedy allowed it by law:

- a. Landlord may terminate the Lease by giving to Tenant notice of Landlord's intention so to do, in which event the term of the Lease shall end, and all right, title and interest of Tenant under the Lease shall expire, on the date stated in such notice; or
- b. Landlord may take possession of the Premises and Building and shall make reasonable efforts to relet the Premises and Building without such action being deemed an acceptance of a surrender of the Lease or in any way terminating Tenant's liability under the Lease; and Tenant shall remain liable to pay all amounts due under the Lease, less the net amount realized from such reletting, after deduction of any expenses incident to such repossession and reletting. Should the sum realized from such reletting by Landlord, after

deducting the expense of reletting, be less than the rentals due under the Lease, Tenant agree to pay such deficiency each month upon demand by Landlord. In any event, Landlord may attempt to find a new tenant for the Premises and Building, and hold Tenant liable for all unpaid rents during the full term of the Lease, all without waiving Landlord's rights to all other legal remedies. Further, Tenant shall pay reasonable attorney's fees in the enforcement of any provision of the Lease.

ARTICLE 11: Damage by Fire and Eminent Domain

Section 11.01 Fire or Casualty.

If all or any substantial part of the Premises or Building is damaged or made untenable by fire or other casualty, cause, condition, or thing, whether or not the Premises or Building are damaged, and Landlord determines not to restore it, Landlord may, by notice to Tenant given within ninety (90) days after such damage, terminate the Lease. If all the Premises are untenable, all rent shall abate from the date of the fire or other relevant cause, condition or thing until the Premises and Building are substantially restored and reasonably accessible for occupancy by Tenant, or the Lease is terminated. If part of the Premises or Building is untenable, rent shall be prorated on a per diem basis and apportioned in accordance with the part of the Premises or Building, which is usable by Tenant until the damaged part is ready for Tenant's occupancy, or the Lease is terminated. In all cases, except the 90-day period specified in first sentence of this Article, due allowance shall be made for reasonable delay caused by adjustment of insurance loss, strikes, labor difficulties, or any cause beyond Landlord's reasonable control. Landlord shall have no duty to repair, restore or replace Tenant's fixtures or improvements, including, but not limited to, wall and floor coverings, light fixtures, built-in cabinets and bookshelves.

Section 11.02 Eminent Domain.

If all or any substantial part of the Premises or Building or, at the option of Landlord, if a substantial part of the Premises or Building shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the term of the Lease shall end upon and not before the date when the possession of the part so taken shall be required for such use or purpose and without apportionment of the award to or for the benefit of Tenant, except that Landlord shall not be entitled to any award made to Tenant for loss of business, depreciation to or cost of removal of stock and fixtures.

ARTICLE 12: Surrender of Premises

Section 12.01 Holdover.

Should Tenant holdover the term of the Lease, Tenant's occupancy shall convert to a month-to-month tenancy. Tenant shall pay the most recent monthly rent plus a penalty fee of 5% of the monthly rent for each month or portion thereof of the holdover.

Section 12.02 Removal of Property.

At the end of the term or other sooner termination of the Lease, Tenant will peaceably deliver to Landlord possession of the Premises, together with all improvements or additions, whether made

by Landlord or Tenant subject to the terms of this Agreement, in the same condition as received or first installed, ordinary wear and tear, condemnation, and damage by fire, earthquake, Act of God, or the elements alone excepted. In addition to holdover remedy, Tenant shall indemnify Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises and Building, including without limitation, any claims made by any succeeding tenant founded on such delay. Tenant's obligation to pay for the removal of such fixtures, furniture, and equipment and the repair of such damage shall survive the termination of the Lease.

ARTICLE 13: Waiver

The waiver by Landlord and/or Tenant of any term, covenant, or condition contained in the Lease shall be in writing, and a waiver in one instance shall not be deemed to be a waiver of such term, covenant or condition in the future, or any subsequent breach of the same or any other term, covenant, or condition contained in the Lease. The subsequent acceptance of rent or other performance under the Lease by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of the Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent or other performance, unless Landlord shall specifically so state in writing.

ARTICLE 14: Notices

All notices, requests, demands, and other communications required or permitted under the Lease will be in writing and will be deemed to have been duly given when delivered by hand or received by certified or registered mail, return receipt requested, with postage prepaid to the parties as follows:

| | |
|-----------|---|
| Tenant: | City of Bloomington Fire Department: ATTN Jayme Washel 300 East 4 th Street Bloomington IN 47408 |
| Landlord: | Bloomington Properties Trust, LLC P.O. Box 6045, Bloomington, IN, 47407 |

or to such other person or to such other place as either party may from time to time designate in writing to the other.

ARTICLE 15: Quiet Enjoyment

Landlord covenants that Tenant, upon paying the rent and performing each and every covenant and agreement contained in the Lease, shall peacefully and quietly hold, occupy and enjoy the Premises and Building and any common areas throughout the term and any renewal, without molestation or hindrance by Landlord.

ARTICLE 16: Miscellaneous Provisions

Section 16.01 Governing Law.

The Lease shall be governed by the laws of the State of Indiana.

Section 16.02 Sole Agreement of the Parties.

The Lease constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it.

Section 16.03 Air and Light.

The Lease does not grant or guarantee Tenant a continuance of light and air over any property adjoining the Premises and Building.

Section 16.04 Costs and Expenses of Enforcement.

If either party shall breach or default in the performance of any obligations of the Lease, the party in breach shall pay all costs incurred by the other party in enforcing or performing such obligations, including all related Court costs and reasonable attorney's fees.

Section 16.05 Successors and Assigns.

Except as limited by the Lease, the Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 16.06 Addenda.

Any riders and addenda attached to the Lease and signed by Landlord and Tenant are made a part of the Lease and incorporated in the Lease by reference.

Section 16.07 No Option.

Submission of the Lease for examination or signature by Tenant does not constitute a reservation of or option for the Premises and Building. This instrument becomes effective as a Lease only upon execution and delivery by both Landlord and Tenant.

Section 16.08 Authority.

The undersigned persons executing the Lease represent and certify that they are duly authorized and fully empowered to execute and deliver the Lease, and that they have the right to enter into the Lease.

Section 16.09 Recording.

The Lease or a memorandum of the Lease may be recorded by either party.

Section 16.10 Legal Construction.

In case any one or more of the provisions contained in the Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Lease and the Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Lease.

Section 16.11 Amendment.

No amendment, modification, or alteration of the terms of the Lease shall be binding unless it is in writing, dated subsequent to the date of the Lease, and duly executed by the parties.

Section 16.12 Rights and Remedies Cumulative.

The rights and remedies provided by the Lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Section 16.13 Time of Essence.

Time is of the essence of the Lease.

Section 16.14 Exculpation of Landlord.

If Bloomington Properties Trust, LLC shall convey title to the Premises and Building pursuant to a sale or exchange of property, Bloomington Properties Trust, LLC shall not be liable to Tenant or any immediate or remote assignee or successor of Tenant as to any act or omission under this Agreement from and after such conveyance.

Section 16.15 Headings.

Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

Section 16.16 Subordination, Nondisturbance, and Attornment.

Landlord reserves the right to subject and subordinate the Lease to the lien of any mortgage currently or subsequently placed upon the Premises or Building, subject to the non-disturbance of Tenant's peaceful possession of the Premises and Building so long as Tenant is not in Default beyond all applicable cure periods. Tenant further agrees upon request of Landlord to execute a Subordination and Attornment agreement, estoppel certificate and/or any other document required by Landlord or Landlord's Mortgagee, within ten (10) days of Tenant's receipt of such document(s). The estoppel certificate shall contain representations required by Landlord's mortgagee or Landlord including, but not limited to, the following information certified by the person executing it on behalf of Tenant: (a) Whether or not Tenant is in possession of the Premises or Building; (b) Whether or not the Lease is unmodified and in full force and effect. (If there has been a modification of the Lease the certificate shall state that the Lease is in full force and effect as modified and shall set forth the modification); (c) Whether or not Tenant contends that Landlord is in default under the Lease in any respect; (d) Whether or not there are then existing set-offs or defenses against the enforcement of any right or remedy of Landlord, or any duty or obligation of Tenant and if so specify the same; and (e) The dates to which any rent, CAM Fee, or additional rent or deposits have been paid in advance.

Tenant shall, in the event that any proceedings are brought for the foreclosure of any mortgage made by Landlord covering the Premises or Building, attorn to the Purchaser upon such foreclosure and recognize such Purchaser as Landlord under the Lease.

Section 16.17 Electronic Transmission of Contract

The parties agree that this Contract may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered. This Contract may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To evidence the parties' agreement to the Lease, they have signed and delivered it on the _____ day of _____, 2020.

Landlord:
Bloomington Properties Trust, LLC

By:

Signature

Name, printed

Tenant:

City of Bloomington Fire Department

Bloomington Board of Public Safety

Jason Moore, Fire Chief

Susan Yoon, Chairperson

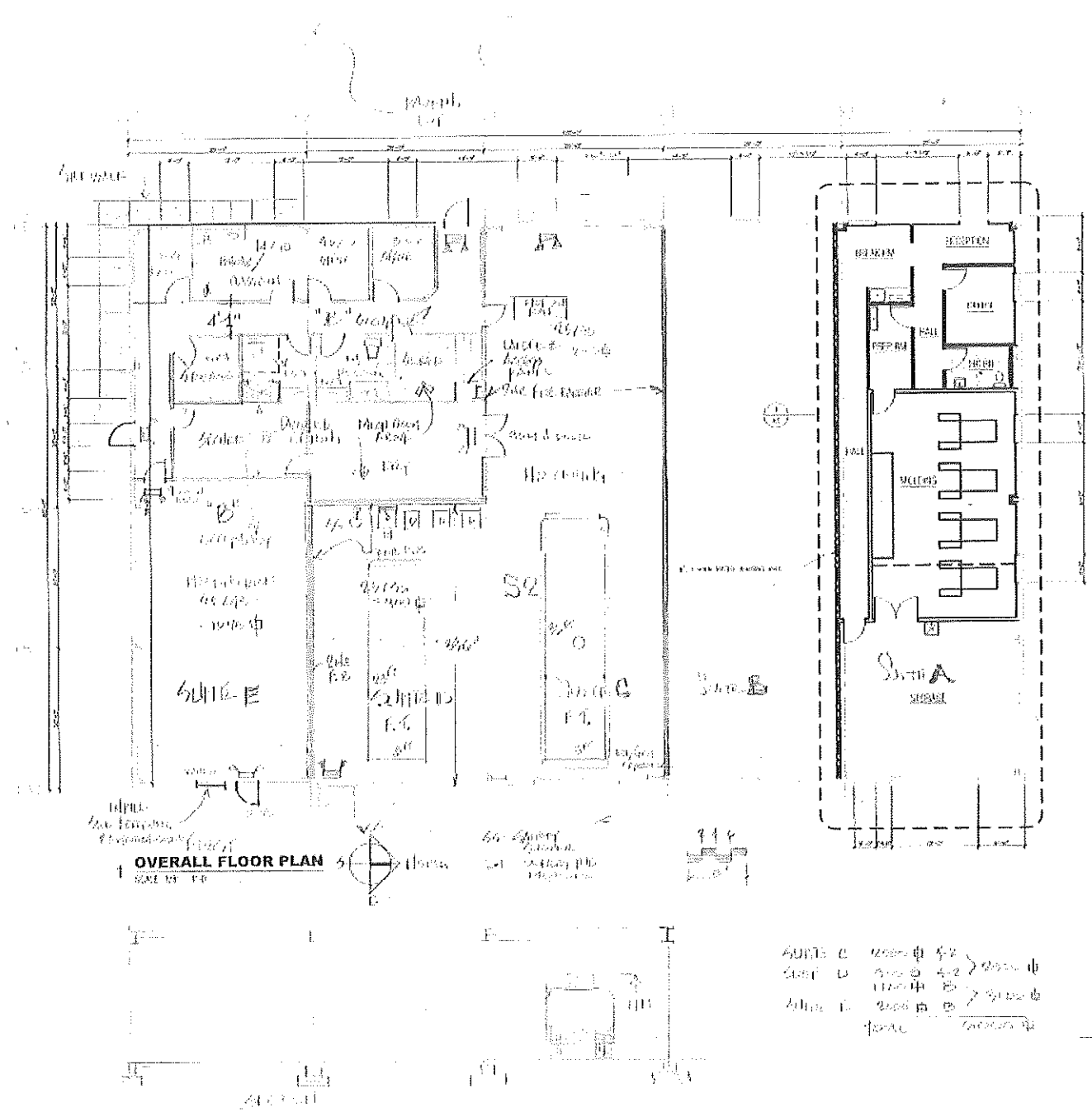
City of Bloomington

John Hamilton, Mayor

EXHIBIT "A"

Landlord will finish the space per the plans and specifications in this Exhibit A.

FLOOR PLAN



| | | |
|---------|------------|------------|
| SUITE B | 2000 sq ft | 2000 sq ft |
| SUITE E | 5000 sq ft | 5000 sq ft |
| SUITE A | 1000 sq ft | 1000 sq ft |

EXHIBIT "A" CONTINUED SPECIFICATIONS

Progress Construction

Project Specifications
BPT Suites C-D-E

April 28, 2020

| Division | Manufacture | Color | Model # | Supplier | Note |
|------------------------------------|------------------|---------------------------|-------------------------|-------------------------|------|
| Doors & Hardware | | | | | |
| Metal Door Frames HM / KD | Steelcraft | N/A | DM Series | Indiana Door & Hardware | |
| Commerical Wood Birch 1-3/4" Doors | Trudoor | Unfinished Paint Grade | Not Rated | Trudoor | |
| Metal Doors | Steelcraft | N/A | 60 & 90 Min. | Indiana Door & Hardware | |
| Locksets | Yale | 26D | Grade 2 Commerical | Indiana Door & Hardware | |
| Door Closer | LCN | Aluminum Finish | 4401 | Indiana Door & Hardware | |
| Hinges | Hager | 26D | Ball Bearing | Indiana Door & Hardware | |
| Finishes | | | | | |
| Walls | Sherwin Williams | Tenant Choice | Pro Spec 200 Eggshell | Sherwin Williams | |
| Door Frames Metal | Sherwin Williams | Tenant Choice | Pro Spec 200 SatIn | Sherwin Williams | |
| Doors Metal | Sherwin Williams | Tenant Choice | Pro Spec 200 SatIn | Sherwin Williams | |
| Doors Wood | Sherwin Williams | Tenant Choice | Pro Spec 200 SatIn | Sherwin Williams | |
| Floor Coverings | | | | | |
| Concrete Sealer & Cure | BASF | Clear | Mastercure HD 100WB | Jobsite Supply | |
| Ceiling Tile | Armstrong | White/Frost | 2' x 2' 704 Reveal Edge | FBM | |
| Ceiling Grid | USG | White | 2' x 2' Donn DX | FBM | |
| Ceiling Lights | Lithonia | White with Prismatic Lens | 2' x 2' LED 32 Watt | | |