

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 1st day of July, 2002, by and between CENTRAL NINE CAREER CENTER, an Indiana area vocational school (hereinafter referred to as "Lessor"), and CENTER FOR EMERGENCY RESPONSE TRAINING, INC., an Indiana not for profit corporation (hereinafter referred to as "Lessee").

Recitals

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from the Lessor, a portion of the Central Nine Career Center ("Building") located at 1999 US 31 S., Greenwood, Indiana 46142, and outlined in red on the diagram attached hereto, made a part hereof and marked Exhibit "A" (containing 4368 square feet) together with the right, in common with others, to the use of the parking areas, driveways, walkways, hallways, and other common areas located in and adjacent to the Building (hereinafter referred to as "Leased Premises").

APPROVED
6/13/02
GOV.
BOARD

ARTICLE 1. TERM

Term of Lease

Section 1.01. The term of this lease shall be twenty-five (25) years, and the effective date of the lease shall be the date upon which the Agreement is signed. After the expiration of the initial twenty-five (25) year term, this Lease Agreement may be renewed for periods of three (3) years by mutual agreement of the parties.

ARTICLE 2. RENT

Rent

Section 2.01. The annual rent for the Leased Premises shall be as follows:

A. So long as Lessor's Secondary and Continuing Education Programs cover the operating costs of the Building, the rent shall be One Dollar (\$1.00) per year. In the event the Lessor's Programs do not cover the operating expenses of the Building, for the period of time from the effective date (as described in Section 1.01) to three (3) years after the effective date, the rent for the Leased Premises shall be one-twelfth (1/12) of the Building's annual operating expense shortfall in advance on or before the tenth (10th) day of every month.

B. The amount of annual rent to be paid by Lessor to Lessee shall be negotiated every three years. If the parties cannot agree on the amount of annual rent, the Lease Agreement shall terminate.

C. Notwithstanding anything to the contrary set forth herein, Lessee shall have the right to terminate this Lease, by delivering written notice thereof to Lessor, upon the occurrence of any of the following events:

- (i) if Lessee dissolves or is dissolved; or

- (ii) If Lessee is deemed to be insolvent or unable to pay its creditors, as reasonably determined by Lessee's Board of Directors.

In the event of such termination, this Lease shall be deemed to be terminated as of the effective date set forth in the notice and neither party shall have any further obligation hereunder.

- D. The term of this Lease may be extended for three (3) year terms commencing upon the expiration date of the initial twenty-five (25) year term hereof, subject to the re-evaluation and agreement of the parties to the conditions of the Lease, including rental amounts.

ARTICLE 3. CONDUCT OF BUSINESS

Section 3.01. Lessee shall operate and use the Leased Premises in a careful manner and only for an emergency response training center except with the approval of Lessor, which approval shall not be unreasonably withheld.

ARTICLE 4. MAINTENANCE

Section 4.01. Lessor shall at its expense maintain the Leased Premises, including general housekeeping.

General housekeeping includes the following daily activities:

- A. Cleaning outer surfaces of cabinets, refrigerators, lockers, scales, file cabinets, hampers and counter tops.
- B. Dusting vents and light fixtures.
- C. Emptying trash, cleaning waste can and replacing can liner.
- D. Cleaning and filling paper towel cabinets.

- E. Dusting desktops, computers and telephones.
- F. Dusting/cleaning furniture, chairs, and desk chairs.
- G. Dust mopping and wet mopping floors, vacuuming when needed.
- H. Cleaning restrooms (washing basins, commodes, mirrors, soap dispenser, and washing and filling paper towel cabinets; emptying trash, cleaning waste can and replacing can liners; dust mopping and wet mopping floors)

Lessor shall, at its own expense, make timely compliance with all governmental laws, rules, orders, ordinances and regulations pertaining to the condition and structure of the Leased Premises, or pertaining to those alterations or repairs of the Leased Premises which will be the responsibility of Lessor. Notwithstanding the foregoing, Lessee shall be responsible for such compliance with respect to the following:

- (i) Alterations or improvements to any portion of the Leased Premises performed by Lessee;
- (ii) Obligations, or complaints resulting in obligations, arising under or out of Title I of the Americans with Disabilities Act, or Lessee's employer-employee obligations.

ARTICLE 5. OBLIGATIONS OF LESSOR AND LESSEE

Alterations, Additions, and Improvements

Section 5.01. Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor which consent shall not be unreasonably withheld in its sole discretion. Lessee shall have the right to erect or install shelves, bins, equipment, and trade fixtures, provided that Lessee complies with all applicable laws,

ordinances, and governmental regulations and has first obtained Lessor's written consent, which will not be unreasonably withheld. Lessee shall have the right to remove at the termination of this lease such item so installed, provided that Lessee is not in default; however, Lessee shall, prior to the termination of this lease, repair any damage caused by such removal.

All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this lease; however, the Lessee shall promptly remove, if Lessor so elects, all alterations, additions and improvements, and any other property placed in the premises by Lessee, and Lessee shall repair any damage caused by such removal; provided, however, that Lessor shall have apprised Lessee, at the time of Lessor's approval of such alterations, additions or improvements, that Lessee shall be obligated to remove such alterations, additions or improvements at the termination of this Lease.

SIGNS

Section 5.02. The Lessee shall not erect any signage without the prior written consent of the Lessor, and acknowledges that any signs must comply with the signage policies of the Lessor and receive approval of any committees described in said policy.

Utility Charges, Other Services

Section 5.03. Lessor shall pay all utility charges for real property taxes, water, electricity, heat, gas, and power used in and about the Leased Premises. The parties acknowledge that these charges are included in the rental rate per square foot described in Article 2. Lessor shall cause to be installed a maximum of five (5) telephone lines for use by Lessee, and Lessee will be billed

each month for the cost of such service and any long distance charges. Lessor shall cause to be installed a maximum of five (5) computer lines for use by Lessee, and Lessee will be billed each month for monthly charges associated therewith.

ARTICLE 6. INDEMNITY AND INSURANCE

Hold-Harmless Clause

Section 6.01. Lessee agrees to indemnify and hold Lessor and the property of Lessor, including the Leased Premises, free and harmless from any and all claims, liability, loss, damage, or expenses resulting from Lessee's occupation and use of the Leased Premises; provided, however, that such indemnity shall not extend to or include any claims, liability, loss, damage or expenses arising as a result of the negligent act or omission of Lessor, its employees, agents, contractors, guests or invitees. The indemnification herein provided shall include all reasonable legal fees and costs of litigation incurred in connection with the enforcement of Lessor's rights under this Section. This indemnity shall apply only to any part of such claims, liability, loss, damages, or expenses that are not covered by valid and collectible policies of insurance against such hazard carried by Lessor.

Casualty Insurance

Section 6.02. So long as Central Nine can name CERT as an additional insured at no cost to Central Nine on its insurance policy, Central Nine shall provide casualty insurance. In the event Central Nine cannot name CERT as an additional insured at no cost to Central Nine, Lessee shall keep in full force and effect, during the Lease Term, a policy of fire and extended insurance coverage in standard form, covering the Leased Premises in such an amount as to be determined

by Lessor, including without limitation the leasehold improvements installed prior to the effective date of this Lease. Lessee shall maintain its own casualty insurance coverage on its personal property and future leasehold improvements in or upon the Leased Premises.

Public Liability Insurance

Section 6.03. So long as Central Nine can name CERT as an additional insured at no cost to Central Nine on its insurance policy, Central Nine shall provide public liability insurance. In the event Central Nine cannot name CERT as an additional insured at no cost to Central Nine, the Lessee shall, at its expense, obtain and keep in force during the Lease Term public liability insurance for the protection of Lessee and the Lessor against loss, cost or expense on account of injury to or death of any person, or damage or destruction of property resulting from Lessee's use and occupancy of the Leased Promises. The limits of such policy shall be not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person, One Million Dollars (\$1,000,000.00) for injury to or death of any two or more persons, and not less than One Million Dollars (\$1,000,000.00) for damage to property. Lessee shall cause a Certificate of Insurance to be filed with Lessor and maintain said insurance coverage during the Lease Term, or any extensions thereof such insurance shall provide that the insurer may not cancel or materially change coverage without ten (10) days prior written notice to Lessor. Lessee shall name Lessor as an additional insured on said insurance policy or policies.

Subrogation

Section 6.04. Lessee hereby waives claim, damages, loss and right of recovery by Lessee against Lessor for any damages including interruptions of business or loss to improvements,

furniture, inventory, products and fixtures which may be placed upon the Leased Premises by Lessee, to the extent covered and insured by Lessee under its own casualty insurance coverage. All fire and extended coverage insurance which may be carried by Lessee with respect to Lessee's property in the Leased Premises shall contain or be endorsed with a clause permitting waiver of rights of recovery prior to a loss and waiving all rights of subrogation against Lessor.

Fire or Casualty

Section 6.05. In the event of fire or other casualty which renders the Leased Premises wholly or in part, unfit for occupancy or use as intended by Lessee, the parties agree that the rent will be abated in whole or in part proportionate to the portion of the Leased Premises that is rendered unfit for Lessee's intended use until the Leased Premises are rebuilt or made fit for such occupancy. In the event of such destruction or damage of the Leased Premises, all insurance proceeds payable to the Lessor will be applied to rebuilding and repair of the Leased Promises and such rebuilding and repair shall be completed within one hundred eighty (180) days after the date of the casualty or damage by the Lessor, and if such rebuilding and repair is not completed within such 180-day period, Lessee shall have the right and option of terminating this lease.

If the fire or other casualty shall occur within the last year of the then current lease term Lessee shall have the right to terminate this Lease by delivering written notice thereof to Lessor.

ARTICLE 7. DEFAULTS AND REMEDIES

Default by Lessee

Section 7.01. Should Lessee default in the performance of any of the covenants or conditions contained in this lease, and if such default shall not have been cured within thirty (30)

days after written notice of such default has been delivered to Lessee by Lessor (or within a reasonable time if the default is of such nature that it cannot reasonably be cured within 30 days), or abandon the Leased Premises, Lessee shall have breached the lease and Lessor may reenter and regain possession of the Leased Promises in the manner provided by the laws of the State of Indiana then in effect and collect from Lessee any amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under this lease, including reasonable attorney's fees and court costs. Lessor shall take all reasonable steps to mitigate its damages in the event of a default on the part of Lessee.

Should Lessor default in the performance of any of the covenants or conditions contained in this Lease, and if such default shall not have been cured within thirty (30) days after written notice of such default has been delivered to Lessor by Lessee (or, within a reasonable time, if the default is of such nature that it cannot reasonably be cured within thirty (30) days), Lessor shall have breached the Lease and Lessee may collect from Lessor any amount necessary to compensate Lessee for all detriment proximately caused by Lessor's failure to perform its obligations under this Lease, including without limitation reasonable attorneys' fees and court costs. Lessee shall take all reasonable steps to mitigate its damages in the event of a default on the part of Lessor.

Cumulative Remedies

Section 7.02. The remedies given to Lessor and Lessee in this article shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this lease.

Waiver of Breach

Section 7.03. The Waiver by a party to this lease of any breach by the other party of any of the provisions of this lease shall not constitute a continuing waiver or it waiver of any subsequent breach by such breaching party either of the same or another provision of this lease.

ARTICLE 8. INSPECTION BY LESSOR

Section 8.01. Lessee shall permit Lessor and its agents to enter into and upon the leased premises at all reasonable times and following reasonable prior notice for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building. Lessor shall take all reasonable steps to minimize interference with Lessee's use and enjoyment of the Leased Premises, and Lessee's operations therein.

ARTICLE 9. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Lessee

Section 9.01. Lessee shall not have the right to assign this lease, or any interest therein, or to sublet the Leased Premises, or any part thereof, without prior written approval of the Lessor. Said consent may be given, withheld, conditioned or delayed or Lessor may determine in its sole discretion.

Assignment by Lessor

Section 9.02. Lessor is expressly given the right to assign any or all of its interest under the terms of this lease.

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

Section 10.01. All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

Lessor: Central Nine Career Center
1999 US 31 S.
Greenwood, Indiana 46142

Lessee: Center for Emergency Response Training, Inc.

Greenwood, Indiana 46142

Parties Bound

Section 10.02. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

Applicable Law

Section 10.03. This agreement shall be construed under and in accordance with the laws of the State of Indiana.

Amendment

Section 10.04. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Attorney's Fees

Section 10.05. In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

Leasehold Improvements

Section 10.06. Lessee hereby agrees to install and construct in the Leased Premises, at its sole expense, leasehold improvements as mutually agreed by the parties. Upon completion of construction, Lessee shall transfer all leasehold improvements to Lessor, and all leasehold improvements shall become the property of Lessor free and clear of any claims to such improvements by Lessee.

Quiet Enjoyment

Section 10.07. Lessor covenants and agrees with Lessee that so long as Lessee is not in default hereunder, Lessee may peaceably and quietly enjoy the Leased Premises without interference or disruption.

Subordination of Lease

Section 10.07. This Lease and the rights of Lessee hereunder, shall be subordinate to the lien or liens of any mortgage or mortgages now or at any time hereafter in force with respect to the building, and to all advances made or hereafter to be made upon the security hereof. Such

subordination shall be subject to the limitation that Lessee's use and occupancy of the Leased Premises shall not be disturbed so long as Lessee is not in default hereunder.

Building Services

Section 10.09. This Lease is considered a full-service lease, and Lessor shall furnish such heat, air-conditioning, electric energy, water, gas, elevator and standard janitorial services as is necessary for the comfortable use and occupation of the Leased Premises. Lessee understands, acknowledges and agrees that any one or more of the utilities or other building services which are to be provided by Lessor may be interrupted by reason of accident, emergency, or other causes beyond Lessor's control. Such interruption shall not be deemed a constructive eviction or disturbance of Lessee's right to possession, occupancy and use of the Leased Premises or any part thereof, or render Lessor liable to Lessee for damages by abatement of rent or otherwise or relieve Lessee from the obligation to pay rental; provided, however, that if such interruption in any such service which would render the Leased Premises unfit for Lessee's intended use should extend for three (3) days or longer, then Lessee shall be entitled to an abatement of rental until such time as such services are restored and the Leased Premises are once again fit for Lessee's intended use.



Surrender of Leased Premises

Section 10.10. At the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver the Leased Premises to Lessor in the condition delivered to Lessee, ordinary wear and tear and damage resulting from casualty or other cause beyond Lessee's reasonable control excepted.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee execute this agreement
as of the day and year first written above.



LESSOR

CENTRAL NINE CAREER CENTER

By: 
Attest: 

LESSEE

**CENTER FOR EMERGENCY RESPONSE
TRAINING, INC.**

By: 
Attest: 

This instrument prepared by Eric W. Fredbeck, Attorneys at Law, Deppe Fredbeck & Boll, Nine
East Court, Franklin, Indiana 46131.