

**SPEEDWAY TOWN COUNCIL  
TOWN OF SPEEDWAY, INDIANA**

**RESOLUTION NO. 2021-10**

**A RESOLUTION AUTHORIZING THE LEASE OF REAL ESTATE/PROPERTY AND  
AUTHORIZING THE PRESIDENT OF COUNCIL TO EXECUTE DOCUMENTS**

**WHEREAS**, the Indiana law provides that powers not specifically reserved for the State are delegated to the local government and may be regulated by a municipality [Home Rule], as delineated in I.C. 36-1-3; and

**WHEREAS**, I.C. 36-1-11 establishes procedures by which a municipality may lease of otherwise dispose of land or structures; and

**WHEREAS**, The Town of Speedway, Indiana ("Town") owns certain real estate and structures with a common address of 1450 N. Lynhurst Drive, Speedway, Indiana, which served as Town Hall and contained the offices of the Town Clerk-Treasurer and staff ("the "Property"), which offices have since been relocated to 5300 Crawfordsville Road; and

**WHEREAS**, The Property is currently vacant, and the Town has not finalized plans for its re-use; and

**WHEREAS**, St. Christopher's Church (the "Church") is located in close proximity to the Property and is planning for a substantial building and renovation project, and is seeking temporary space to conduct educational and office activities during construction; and

**WHEREAS**, the Church is a valuable community partner and is an Indiana nonprofit religious and educational organization; and

**WHEREAS**, pursuant to I.C. 36-1-11-1(b)(7), the Town desires to enter into a short-term lease (less than three years), with the Church to provide for the occupation of the Property and its maintenance, while providing the Church with suitable space to conduct its activities.


**THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN  
OF SPEEDWAY, INDIANA:**

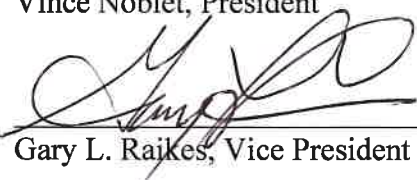
Section 1: The Council hereby authorizes a short-term lease with the Church for the Property located at 1450 N. Lynhurst Drive, Speedway, Indiana which is in substantially final form, as depicted in the Attached Exhibit A(the "Lease").

Section 2: The Council hereby authorizes the President of the Council, or his designee, to execute the Lease once finalized, and any other necessary documents to effectuate the Lease of the Property by the Town of Speedway, Indiana.

IT IS SO RESOLVED this 20<sup>th</sup> day of December, 2021.

Speedway Town Council

  
Vince Noblet, President

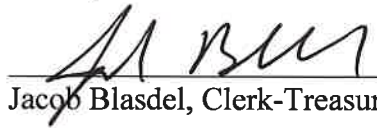
  
Gary L. Raikes, Vice President

Absent  
David Lindsey

Absent  
Eileen Fisher

  
Gary Pedigo

Attest:

  
Jacob Blasdel, Clerk-Treasurer

This document was prepared by Robert Clutter, Speedway Town Attorney, 117 W. Main Street, Lebanon, IN 46052

## **EXHIBIT A**

### **LEASE**

THIS LEASE (the "Lease") is effective January 1, 2022, by and between **THE TOWN OF SPEEDWAY, INDIANA** ("Landlord"), and **ST. CHRISTOPHER'S CHURCH** ("Tenant").

### **RECITALS:**

Whereas, the Building (as defined in Section 1.01 (a) hereof), of which the Leased Premises are a part, is currently owned by Landlord;

Whereas, Landlord desires to Lease the Leased Premises (as defined in Section 1.01 (a) below) to Tenant upon the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

### **ARTICLE 1 - LEASE OF LEASED PREMISES**

#### **Section 1.01. Basic Lease Provisions and Definitions.**

(a) Leased Premises, located at 1450 N. Lynhurst Drive, Speedway, Indiana and identified as the structure locate thereon (parcel id no. 9041580) is the approximately 3600 SF former Town Hall for the Landlord.

(b) Rentable Area: app. 3600 SF (not including storage space in the basement and the south portion of the attic)

(c) Commencement Date: January 1, 2022.

(d) Lease Term: fourteen (14) months; from 1/1/22 – 2/28/23, then month-to-month.

(e) Security Deposit: None

(f) Broker(s): No Brokers were involved in representing either Landlord or Tenant.

(g) Permitted Use: General office and business related purposes.

(h) Address for notices and payments are as follows:

Landlord:

**Town of Speedway**

**5300 Crawfordsville Road**

**Speedway, IN 46224**

(With Payments made payable to: **Town of Speedway**)

Tenant:

**St. Christopher's**

\_\_\_\_\_  
\_\_\_\_\_

Section 1.02. Lease of Leased Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises, under the terms and conditions herein.

## **ARTICLE 2 - TERM AND POSSESSION**

Section 2.01. Term. The Lease Term shall commence as of the date (the "Commencement Date" as defined in Section 1.01 (c)) that occurs and continues until the expiration of the Primary Term. The Primary Term and Renewal Terms (as defined in Article 16 hereof), if applicable, are collectively hereinafter referred to as either the "Term of this Lease", "Lease Term" or "Term".

Section 2.02. Construction of Tenant Improvements. Landlord shall not be required to construct any leasehold improvements to the Leased Premises (collectively, the "Tenant Improvements") and Tenant agrees to assume the Leased premises in an "AS IS" condition.

Section 2.03. Surrender of the Leased Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, immediately surrender the Leased Premises to Landlord in broom-clean condition and in good order, condition and repair, reasonable wear and tear excepted. All of Tenant's Property that is not removed within thirty (30) days following Landlord's written demand therefor shall be conclusively deemed to have been abandoned and Landlord shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. This Section 2.03 shall survive the expiration or any earlier termination of this Lease.

Section 2.04. Holding Over. If Tenant retains possession of the Leased Premises after the expiration or earlier termination of this Lease, Tenant shall be a tenant at sufferance at one hundred twenty percent (120%) of the Monthly Rental Installments and Annual Rental Adjustment (as hereinafter defined) for the Leased Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such expiration or earlier termination shall not result in a renewal of this Lease, nor shall such acceptance create a month-to-month tenancy. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days' prior written notice to the other, whether or not said notice is given on the rent paying date. This Section 2.04 shall in no way constitute a consent by Landlord to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit Landlord's remedies in such event.

## **ARTICLE 3 - RENT**

Section 3.01. Base Rent. Tenant shall pay to Landlord as rent for the Leased Premises the sum of **One Thousand (\$1,000) monthly, payable on the first day of each month. The first month rent will be Zero Dollars (\$0.00) then \$1,000 each month thereafter, payable on the first day of each month.**

Section 3.02. Late Charges. Tenant acknowledges that Landlord shall incur certain additional unanticipated administrative and legal costs and expenses if Tenant fails to pay timely any payment required hereunder. Therefore, in addition to the other remedies available to Landlord, if any payment required to be paid by Tenant to Landlord

hereunder shall become overdue, such unpaid amount shall bear interest from the due date to the date of payment at twelve percent (12%) per annum.

#### **ARTICLE 4 - SECURITY DEPOSIT**

Section 4.01. Security Deposit. The parties agree no security deposit is required.

#### **ARTICLE 5 - OCCUPANCY AND USE**

Section 5.01. Use. Tenant shall use the Leased Premises for the Permitted Use and for no other purpose without the prior written consent of Landlord.

Section 5.02. Covenants of Tenant Regarding Use.

(a) Tenant shall (i) use and maintain the Leased Premises and conduct its business thereon in a safe, careful, reputable and lawful manner, (ii) perform any and all maintenance or repairs on the building and premises, including but not limited to routine maintenance of the building and structure and any plumbing, electrical or structural repairs; maintenance of all the exterior of the building, mowing, landscaping and snow removal from sidewalks.

(b) Tenant shall not do or permit anything to be done in or about the Leased Premises that will in any way cause a nuisance. Tenant shall not overload the floors of the Leased Premises. All damage to the floor structure or foundation of the Building due to improper positioning or storage of items or materials shall be repaired by Tenant. Tenant shall not use the Leased Premises, nor allow the Leased Premises to be used, for any purpose or in any manner that would (i) invalidate any policy of insurance now or hereafter carried by Landlord on the Building, or (ii) increase the rate of premiums payable on any such insurance policy unless Tenant reimburses Landlord for any increase in premium charged. Tenant shall at all times carry broad form insurance on the building and contents and shall name Landlord as an additional insured. Tenant understands and agrees that any claim for injury to persons or property shall

be their sole responsibility and agrees to indemnify and hold Landlord harmless for any such claim during the period of tenancy.

## **ARTICLE 6 - UTILITIES**

**Section 6.01. Parties' Responsibilities.** Tenant shall be responsible for placing all utilities in its name and be responsible for any and all utility charges during the tenancy.

## **ARTICLE 7 - REPAIRS, MAINTENANCE AND ALTERATIONS**

**Section 7.01. Repair and Maintenance of Building.** All repair and maintenance of the building shall be at Tenants sole cost and expense.

**Section 7.02. Alterations.** Tenant shall not permit alterations in or to the Leased Premises unless and until Landlord has approved the plans therefor, and the proposed contractor, in writing. As a condition of such approval, Landlord may require Tenant to remove the alterations and restore the Leased Premises upon termination of this Lease; otherwise, all such alterations shall at Landlord's option become a part of the realty and the property of Landlord, and shall not be removed by Tenant. Tenant shall ensure that all alterations shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Building. No person shall be entitled to any lien derived through or under Tenant for any labor or material furnished to the Leased Premises, and nothing in this Lease shall be construed to constitute Landlord's consent to the creation of any lien. If any lien is filed against the Leased Premises for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged of record within thirty (30) days after filing. Tenant shall indemnify Landlord from all costs, losses, expenses and attorneys' fees in connection with any construction or alteration and any related lien.

## **ARTICLE 8 - INDEMNITY AND INSURANCE**

**Section 8.01. Release.** All of Tenant's trade fixtures, merchandise, inventory, special fire protection equipment, telecommunication and computer equipment, supplemental air conditioning equipment, kitchen equipment and all other personal property in or about the Leased Premises, or the Building, which is deemed to include the trade fixtures, merchandise, inventory and personal property of others located in or about the Leased Premises or Common Areas at the invitation, direction or acquiescence (express or implied) of Tenant (all of which property shall be referred to herein, collectively, as "Tenant's Property"), shall be and remain at Tenant's sole risk. Landlord shall not be liable to Tenant or to any other person for, and Tenant hereby releases Landlord (and its affiliates, property managers and mortgagees) from (a) any and all liability for theft or damage to Tenant's Property, and (b) any and all liability for any injury to Tenant or its employees, agents, contractors, guests and invitees in or about the Leased Premises, the Building or the Common Areas, except to the extent of personal injury caused directly by the willful misconduct of Landlord, its agents, employees or contractors.

**Section 8.02. Indemnification by Tenant.** Tenant shall protect, defend, indemnify and hold Landlord, its agents, employees and contractors of all tiers harmless from and against any and all claims, damages, demands,

penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent (a) arising out of or relating to any act, omission, negligence, or willful misconduct of Tenant or Tenant's agents, employees, contractors, customers or invitees in or about the Leased Premises, the Building or the Common Areas, (b) arising out of or relating to any of Tenant's Property, or (c) arising out of any other act or occurrence within the Leased Premises, in all such cases except to the extent of personal injury caused directly by the negligence or willful misconduct of Landlord, its agents, employees or contractors. Tenant's obligation for indemnification shall not exceed the limits of their insurance coverage as set forth below.

Section 8.03. Tenant's Insurance.

(a) During the Lease Term (and any period of early entry or occupancy or holding over by Tenant, if applicable), Tenant shall maintain the following types of insurance, in the amounts specified below:

(i) Liability Insurance. Commercial General Liability Insurance, ISO Form CG 00 01, or its equivalent, covering Tenant's use of the Leased Premises against claims for bodily injury or death or property damage, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than **\$1,000,000**, for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(ii) Property Insurance. Special Form Insurance in the amount of the full replacement cost of Tenant's Property (including, without limitation, alterations or additions performed by Tenant pursuant hereto, but excluding those improvements, if any, made pursuant to Section 2.02 above), which insurance shall waive coinsurance limitations.

(iii) Worker's Compensation Insurance. Worker's Compensation insurance in amounts required by applicable law; provided, if there is no statutory requirement for Tenant, Tenant shall still obtain Worker's Compensation insurance coverage.

(iv) Automobile Insurance. Comprehensive Automobile Liability Insurance insuring bodily injury and property damage arising from all owned, non-owned and hired vehicles, if any, with minimum limits of liability of **\$1,000,000** combined single limit, per accident.

(b) All insurance required to be carried by Tenant hereunder shall (i) be issued by one or more insurance companies reasonably acceptable to Landlord, licensed to do business in the State in which the Leased Premises is located and having an AM Best's rating of A IX or better, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to Landlord. In addition, Tenant shall name Landlord as an additional insured under its commercial general liability, excess and umbrella policies (but only to the extent of the limits required hereunder). On or before the Commencement Date (or the date of any earlier entry or occupancy by Tenant), and thereafter, within thirty (30) days prior to the expiration of each such policy, Tenant shall furnish Landlord with certificates of insurance, evidencing all required coverages, and that with the exception of Worker's Compensation insurance, such insurance is primary and non-contributory. Upon Tenant's receipt of a request from Landlord, Tenant shall provide Landlord with copies of all insurance policies, including all endorsements, evidencing the coverages required hereunder. If Tenant fails to carry such insurance and furnish Landlord with such certificates of insurance or copies of insurance policies (if applicable), Landlord may obtain such insurance on Tenant's behalf and Tenant shall reimburse Landlord upon demand for the cost thereof as Additional Rent. Landlord reserves the right to require Tenant to obtain higher minimum amounts or different types

of insurance if it becomes customary for other landlords of similar buildings in the area to require similar sized tenants in similar industries to carry insurance of such higher minimum amounts or of such different types.

## **ARTICLE 9 - CASUALTY**

**Section 9.01. Rights and Duties in Event of Covered Loss.** In the event of total or partial destruction of the Building or the Leased Premises by fire or other casualty, Landlord agrees promptly to restore and repair same; provided, however, Landlord's obligation hereunder with respect to the Leased Premises shall be limited to the reconstruction of such of the leasehold improvements as were originally required to be made by Landlord. Rent shall proportionately abate during the time that the Leased Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, if the Leased Premises are (a) so destroyed that they cannot be repaired or rebuilt within one hundred twenty (120) days from the casualty date; or (b) destroyed by a casualty that is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any mortgagee entitled thereto or are insufficient to rebuild the Building and the Leased Premises; then, in case of a clause (a) casualty, either Landlord or Tenant may, or, in the case of a clause (b) casualty, then Landlord may, upon thirty (30) days' written notice to the other party, terminate this Lease with respect to matters thereafter accruing. Tenant waives any right under applicable laws inconsistent with the terms of this paragraph.

## **ARTICLE 10 - ASSIGNMENT AND SUBLEASE**

### **Section 10.01. Assignment and Sublease.**

(a) Tenant shall not assign this Lease or sublet the Leased Premises in whole or in part without Landlord's prior written consent. In the event of any permitted assignment or subletting, Tenant shall remain primarily liable hereunder, and any extension, expansion, rights of first offer, rights of first refusal or other options granted to Tenant under this Lease shall be rendered void and of no further force or effect. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of the Leased Premises. Any assignment or sublease consented to by Landlord shall not relieve Tenant (or its assignee) from obtaining Landlord's consent to any subsequent assignment or sublease.

## **ARTICLE 11 - DEFAULT AND REMEDY**

### **Section 11.01. Default.** The occurrence of any of the following shall be a "Default":

(a) Tenant fails to pay any Rent within five (5) days after the same is due. Landlord acknowledges and agrees that Tenant shall not be in Default under this subsection (a) to the extent that the bank account contained sufficient funds, but Landlord failed to withdraw the Base Rent as permitted in Section 3.01 above or the Additional Rent as permitted in Section 3.03 above.

(b) Tenant fails to perform or observe any other term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required to cure, then such default



shall be deemed to have been cured if Tenant commences such performance within said thirty (30) day period and thereafter diligently completes the required action within a reasonable time.

(c) Tenant shall vacate or abandon the Leased Premises, or fail to occupy the Leased Premises or any substantial portion thereof for a period of thirty (30) days.

(d) Tenant shall assign or sublet all or a portion of the Leased Premises in contravention of the provisions of this Lease.

(e) All or substantially all of Tenant's assets in the Leased Premises or Tenant's interest in this Lease are attached or levied under execution (and Tenant does not discharge the same within sixty (60) days thereafter); a petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Tenant (and Tenant fails to secure a stay or discharge thereof within sixty (60) days thereafter); Tenant is insolvent and unable to pay its debts as they become due; Tenant makes a general assignment for the benefit of creditors; Tenant takes the benefit of any insolvency action or law; the appointment of a receiver or trustee in bankruptcy for Tenant or its assets if such receivership has not been vacated or set aside within thirty (30) days thereafter; or, dissolution or other termination of Tenant's corporate charter if Tenant is a corporation.

Section 11.02. Remedies. Upon the occurrence of any Default, Landlord shall have the following rights and remedies, in addition to those stated elsewhere in this Lease and those allowed by law or in equity, any one or more of which may be exercised without further notice to Tenant:

(a) Landlord may re-enter the Leased Premises and cure any Default of Tenant, and Tenant shall reimburse Landlord as Additional Rent for any costs and expenses that Landlord thereby incurs; and Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action.

(b) Landlord may terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination and all rights of Tenant under this Lease and in and to the Leased Premises shall terminate. Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Leased Premises to Landlord on the date specified in such notice.

(c) Landlord may terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's default.

(d) Landlord may sue for injunctive relief or to recover damages for any loss resulting from the Default.

Section 11.03. Landlord's Default and Tenant's Remedies. Landlord shall be in default if it fails to perform any term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is such that it cannot reasonably be performed within thirty (30) days, such default shall be deemed to have been cured if Landlord commences such performance within said thirty-day period and thereafter diligently undertakes to complete the same. Upon the occurrence of any such default, Tenant may sue for injunctive relief or to recover damages for any loss directly resulting from the breach, but Tenant shall not be entitled to terminate this Lease or withhold, offset or abate any sums due hereunder. In no event, however, shall Landlord be liable to Tenant for any consequential or punitive damages.

Section 11.06. Attorneys' Fees. In the event either party engages an attorney to review, discuss, research, draft or litigate any provision of this Lease, Landlord and Tenant shall be responsible for their own attorney fees.

## **ARTICLE 12 - MISCELLANEOUS**

**Section 12.01. Benefit of Landlord and Tenant.** This Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns.

**Section 12.02. Governing Law.** This Lease shall be governed in accordance with the laws of the State of Indiana.

**Section 12.03. Force Majeure.** Landlord and Tenant (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies.

**Section 12.04. Examination of Lease.** Submission of this instrument by Landlord to Tenant for examination or signature does not constitute an offer by Landlord to lease the Leased Premises. This Lease shall become effective, if at all, only upon the execution by and delivery to both Landlord and Tenant. Execution and delivery of this Lease by Tenant to Landlord constitutes an offer to lease the Leased Premises on the terms contained herein.

**Section 12.05. Leasing Commissions.** The parties hereby represent and warrant that no real estate brokers were involved in the negotiation and execution of this Lease and that no other party is entitled, as a result of the actions of the respective party, to a commission or other fee resulting from the execution of this Lease.

**Section 12.06. Notices.** Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the address specified in Section 1.01(h). If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

**Section 12.07. Partial Invalidity; Complete Agreement.** If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Lease represents the entire agreement between Landlord and Tenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Lease except by a written agreement executed by Landlord and Tenant.

**Section 12.08. Representations and Warranties.**

(a) Tenant hereby represents and warrants that (i) Tenant is duly organized under the laws of the State of Indiana; (ii) Tenant is authorized to do business in the State of Indiana; and (iii) the individual(s) executing and

delivering this Lease on behalf of Tenant has been properly authorized to do so, and such execution and delivery shall bind Tenant to its terms.

(b) Landlord hereby represents and warrants that (i) Landlord is duly organized in accordance with the laws of the State of Indiana; (ii) Landlord is authorized to do business in the State of Indiana, and (iii) the individual(s) executing and delivering this Lease on behalf of Landlord has been properly authorized to do so, and such execution and delivery shall bind Landlord to its terms.

Section 12.09. Signage. Tenant may, at its own expense, erect a sign concerning the business of Tenant that shall be in keeping with the decor and other signs on or inside the Building. All signage (including the signage described in the preceding sentence) in or about the Leased Premises shall be first approved by Landlord and shall be in compliance with the any codes and recorded restrictions applicable to the sign or the Building. The location, size and style of all signs shall be approved by Landlord. Tenant agrees to maintain any sign in good state of repair, and upon expiration of the Lease Term, Tenant agrees to promptly remove such signs and repair any damage to the Leased Premises.

Section 12.10. Parking. Landlord grants to Tenant and its employees and licenses the non-exclusive right during the lease term to use the designated parking areas as shown on the Attached Exhibit A Monday-Friday from 8:00 a.m. to 5:00 p.m. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other tenants in the use of the parking facilities.

Section 12.11. Consent. Where the consent of a party is required, such consent will not be unreasonably withheld.

Section 12.12. Time. Time is of the essence of each term and provision of this Lease.

Section 12.13. Patriot Act. Each of Landlord and Tenant, each as to itself, hereby represents its compliance and its agreement to continue to comply with all applicable anti-money laundering laws, including, without limitation, the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including, without limitation, Executive Order 13224 ("Executive Order"). Both Landlord and Tenant further represents (such representation to be true throughout the Lease Term) (i) that it is not, and it is not owned or controlled directly or indirectly by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control and (ii) that it is not a person otherwise identified by government or legal authority as a person with whom a U.S. Person is prohibited from transacting business. As of the date hereof, a list of such designations and the text of the Executive Order are published under the internet website address [www.ustreas.gov/offices/enforcement/ofac](http://www.ustreas.gov/offices/enforcement/ofac).

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

LANDLORD:

THE SPEEDWAY TOWN COUNCIL  
SPEEDWAY, INDIANA

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Vince Noblet, President

Attest:

\_\_\_\_\_

Jacob Blasdel, Clerk-Treasurer

TENANT:

ST. CHRISTOPHER'S.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Printed:

