LICENSE FOR USE

This License For Use ("License") is entered into this _____ day of December, 2023, by and between Rebar Techway, LLC, an Indiana limited liability company ("Company") and the City of Fishers Town Hall Building Corporation, an Indiana non-profit corporation ("City") pursuant to the following terms and conditions:

RECITALS

1. **Consideration**. For and in consideration of Corporation's satisfaction of its obligations included herein, Company hereby provides Corporation an exclusive right to access and use the Premises during the Term. For purposes of this License, "Premises" shall mean, (a) 8933 Technology Drive Fishers, Indiana, Suite C comprised of approximately 1,835 sf (the "Original Premises), (b) 8933 Technology Drive Fishers, Indiana, Suite __ comprised of approximately 2,630 sf; (c) six (6) surface parking spaces within the Parcel that are marked for the exclusive use of patients of the Fishers Health Department; and (d) the portions of parcel no. 15-11-31-00-01-005.000 (the "Parcel") generally designed as common areas including, without limitation, green spaces, lobbies, corridors, stairways, parking lot, ramps, elevators, restrooms and other areas of ingress and egress to the Building (individually or collectively, "Common Area").

2. **Term**. The Initial Term of this License shall commence on January 1, 2024 and continue for twenty-four (24) consecutive months thereafter, subject to early termination (in either instance, the "Initial Term"). Thereafter, any continued use shall be on a month-to-month basis (up to _____ months)(for any time period after the Initial Term, the "Monthly Term", and together with the Initial Term, the "Term"); provided, however, if the Corporation occupies the Premises after the expiration of the Initial Term, to terminate this License, Corporation shall provide not less than _____ days written notice of termination to Company (for example, and without limitation, if Corporation desires to terminate this License on February 1, 2026, the Corporation shall provide notice of the intent to terminate on or before _____). Upon conclusion of the Term, Corporation shall immediately surrender the Premises to Company, together with all alterations, improvements and other property as provided elsewhere herein, in vacuum-clean condition and in good order, condition and repair, except for ordinary wear and tear.

3. **License Fee**. On or before the fifth (5th) day of each month of the Term, Corporation shall pay Company Eight Thousand, Nine Hundred Thirty and no/100 Dollars ($8,930.00), ($24.00, sq. ft. or $107160.00, annually).

4. **Improvements**. On or before January 1, 2024, Landlord shall cause to be completed the improvement to the Premises described on **Exhibit C** (the "Landlord Improvements"). The Commencement Date shall not occur unless and until Landlord completes the Landlord Improvements to the reasonably satisfaction of Corporation. For any partial month in which Landlord completes the Landlord Improvements, the license fee owed shall be prorated on a daily basis.

5. **Access to Premises**. Corporation shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week during the Term, subject to Company's reasonable restrictions for repair, maintenance, alterations or special events that do not unreasonably impair Corporation's use of the Premises for the Permitted Use (as defined in Section 4 below). Moreover, upon providing the Certificate of Insurance (as defined in Section 9), Corporation and the Contractors shall be granted access to the Premises to cause to be completed the Improvements (as defined in Section 10).

6. **Corporation's Permitted Use**. Corporation and its Authorized Users (as defined in this Section 4) may access and use the Premises for office and clinical spaces for the Fishers Health Department (individually or collectively, the "Permitted Use"). For purposes of this License "Authorized Users" shall mean invitees of the Corporation, members of the Fishers Health Department and their invitees. Corporation shall not use the Premises other than for the Permitted Use without the prior written consent of Company. Further, Corporation shall:

A. use the Premises and conduct its business thereon in a safe, careful, reputable and lawful manner;

B. not use the Premises for any unlawful purpose or act; shall not commit or permit any waste or damage to the Premises; and shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other Corporation's or occupants of the Building or injure or annoy them. Corporation shall comply with and obey all laws, regulations and orders of any governmental authority or agency including, without limitation, environmental laws, regulations and orders, and all reasonable directions of the Company, including the rules attached as Exhibit B (the "Rules");

C. not overload the floors of the Premises beyond their designed weight-bearing capacity. Company reserves the right to direct the positioning of all heavy equipment, furniture and fixtures so as to distribute properly the weight thereof and to require the removal of any equipment or furniture which exceeds the weight limit specified herein.

D. not use the Premises, or allow the Premises to be used, for any purpose or in any manner which would, in Company's reasonable opinion, invalidate any policy of insurance or increase the rate of premiums payable on any such insurance policy. Should Corporation fail to comply with this covenant, Company may, at its option, require Corporation to stop engaging in such activity or to reimburse Company as additional rent for any increase in premiums charged during the Term;

E. not inscribe, paint, affix or display any signs, advertisements or notices on the Building, except for such Corporation identification information as Company permits to be included or shown on the entry sign and near or adjacent to the access door or doors to the Premises; provided however, such prohibition shall not include wayfinding signage located on the Premises or the signage depicted in Exhibit D that Company previously approved for placement on the Building.

7. **Company's Rights Regarding Use.** Notwithstanding this License, Company shall have the following rights to:

A. install signs, advertisements, notices or identification information as it shall deem necessary;
B. reasonably approve or disapprove, prior to installation, all types of drapes, shades and other window coverings used in the Premises', and Company may control all internal lighting that may be visible from outside the Premises; and
C. control the Common Area in such manner as it deems necessary or proper, including by way of illustration and not limitation: requiring all persons entering or leaving the Building to identify themselves and their business in the Building to a security guard, if provided by Company; excluding or expelling any peddler, solicitor or loud or unruly person from the Building and closing or limiting access to the Building or any part thereof (including entrances, corridors and doors) during times of emergency, repairs or after regular business hours.

8. **Termination For Default & Removal of Property**. The occurrence of any of the following shall be a Default for which Company may terminate this License and cause the Corporation to immediately vacate the Premises upon five (5) day's prior written notice:

A. Corporation fails to pay any amount owed hereunder within ten (10) days after due;
B. Corporation fails to comply with Company's Rules and Regulations; or
C. Corporation otherwise fails to comply with the terms of this License.

(each, a "Default"). Corporation shall have five (5) days from the date of notice to cure any Default. If Company terminates this License for Default, Corporation shall not be entitled to reimbursement of any amounts previously paid. Upon conclusion of the Term or earlier termination of this License, Corporation shall immediately remove Corporation's Property (as defined in Section 7 below) from the Premises. Corporation's Property that is not removed within ten (10) days following termination or expiration of the License shall be conclusively deemed to have been abandoned, and Company shall be entitled to dispose of such property without incurring any liability to Corporation. This Section 6 shall survive the expiration or any earlier termination of this License.

9. **Limitation of Liability; Release and Hold Harmless**. Corporation hereby agrees to release, hold harmless and indemnify Company from and against any and all claims arising or incurred as a result of, or in connection with Corporation's use of the Premises. Corporation hereby accepts and voluntarily incurs and assumes the risk of any injuries, damages, or harm, including, without limitation, to Personal Property (for purposes of this License "Personal Property" shall include, without limitation, computers, equipment, devices, vehicles, electronics, software, sensors, data in any form, documents and all other forms of personal property in or about the Premises) that results from Corporation's or its Authorized User's use of the Premises, except to the extent caused by the willful misconduct of Company, its employees, officers, agents or insurers ("Released Parties"). Corporation waives all claims against any of the Released Parties for any injuries, damages, liabilities, losses or claims that result, directly or indirectly, from Corporation's or Authorized User's use of the Premises, except to the extent caused by the willful misconduct of the Released Parties.

10. **Indemnification by Corporation**. Corporation shall protect, defend, indemnify and hold Company, its agents, employees and contractors harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and reasonable and documented expenses at the trial and appellate levels) to the extent (a) arising out of or relating to Corporation's use of the Premises or (b) arising out of or relating to Corporation's Property. This Section 8 shall survive the expiration or earlier termination of this License.

11. **Corporation Insurance**. At all times during the Term, Corporation shall maintain the insurance coverage specifically described in Exhibit A attached hereto and incorporated herein. Upon request by Company, Corporation shall promptly and within forty-eight (48) hours of such request provide Company certificates evidencing such insurance coverage ("Certificate of Insurance") Failure to provide Certificate of Insurance as required herein shall be deemed an event of Default pursuant to Section 6.

12. **Parking**. Subject to the Rules and Regulations, the Corporation shall have the exclusive right to use not less than _____ parking spaces in front of the Building and shall be entitled to mark or sign such spaces as patients of the Fishers Health Department.

13. **Utilities, Maintenance, Repair & CAM**. Corporation shall obtain and be responsible for the costs of all utilities and services required for Corporation's Permitted Use, including, without limitation, electricity, water, sanitary sewer, natural gas and janitorial services (individually or collectively, the "Services"). Moreover, Company, at its sole cost and expense, shall maintain the Premises in good condition and repair and shall be responsible for providing all routine and capital maintenance and repairs.

During the Term and for one (1) month thereafter, Corporation shall reimburse Company for its proportionate share (calculated as follows: ((a) Original Premises: 1835/total sq. ft. of the building; and (b) 2,630/ total sq. ft. of the building) x Expenses (as defined herein)) of all Expenses. For purpose of the Agreement, "Expenses" shall mean real estate taxes, insurance and deductibles, snow removal, lawn services, and general repair and maintenance; provided, however, Expenses shall not include repairs to the roof or other repairs generally considered capital repairs. Corporation shall reimburse Company on a month-to-month basis, by or before the fifth (5th) day of the month immediately following the month in which such Expenses were incurred.

14. **License for Use**. Corporation hereby acknowledges and agree that this License provides Corporation a license for use of the Premises and does not convey or confer a property right, including, without limitation, a leasehold interest, in the Premises to Corporation.

15. **Governing Law**. This License shall be governed in accordance with the laws of the State of Indiana.

16. **Notices**. Any notice required or permitted to be given under this License 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 other party.

17. **Partial Invalidity; Complete License**. If any provision of this License is held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This License represents the entire License between Company and Corporation 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 License except by a written License executed by Company and Corporation.

[*signatures on following page*]

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

CORPORATION	Company
Fishers Town Hall Building Corporation	Rebar Techway, LLC
_____	_____
Jay Bangert, President	Shelby Bowen, General Manager

EXHIBIT A – REQUIRED INSURANCE

Prior to accessing the Premises and throughout the Term, City shall maintain the following types of insurance, in the amounts specified below:

- Liability Insurance. Commercial General Liability Insurance, ISO Form CG 00 01, or its equivalent covering City's use of or occupancy at the 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 $2,000,000 for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.
- Property Insurance. Special Cause of Loss Form Insurance, ISO Form CP-10-30, in the amount of the full replacement cost of City's Personal Property, which insurance shall waive coinsurance limitations.
- Worker's Compensation and Employer's Liability Insurance. Worker's Compensation insurance in amounts required by applicable laws.

All insurance required to be carried by City shall (i) be issued by one or more insurance companies, licensed to do business in the State in which the 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 Company; and (iii) name Company as an additional insured.

EXHIBIT B - RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or used for any purpose other than ingress and egress.

2. The sashes, sash doors, windows, and doors that reflect or admit light and air into halls, passageways or other public places in the Building shall not be covered or obstructed by City.

3. The sinks and toilets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the City who, or whose Authorized User caused the same.

4. The Building shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the Permitted Use. No City shall occupy or permit any portion of the Building to be occupied as an office for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or a dance, exercise or music studio. The Building shall not be used for lodging or sleeping or for any immoral or illegal purpose.

5. No City shall make, or permit to be made any unseemly, excessive or disturbing displays, including written displays, noises or disturb or interfere with occupants of the Building, including those occupying co-working spaces, or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. No City shall throw anything out of doors, windows or down the passageways.

6. No City, Authorized User or assignee nor any of its servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Premises any flammable, combustible or explosive fluid, chemical or substance.

7. No City shall overload the floors of the Premises. All damage to the floor, structure or foundation of the Building due to improper positioning or storage items or materials by a City shall be repaired by Company at the sole cost and expense of City, who shall reimburse Company immediately therefor upon demand. All removals or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must take place during the hours that Company shall reasonably determines from time to time. The moving of safes or other fixtures or bulky matter of any kind must be done upon previous notice to Company and under Company's supervision, and the persons employed by any City for such work must be acceptable to Company. Company reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building all safes, freight or other bulky articles that violate any of these Rules and Regulations. Company reserves the right to prescribe the weight and position of all safes, which must be placed upon supports approved by Company to distribute the weight.

8. Company shall have the right to prohibit any advertising, posting, sign or other display by any City that, in Company's sole discretion, tends to impair the reputation of the Building or its desirability as an office location, and upon written notice from Company any City shall refrain from or discontinue such advertising or posting.

9. City shall be responsible for all persons entering the Building at City's invitation, express or implied. Company shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of an invasion, mob riot, public excitement or other circumstances rendering such action advisable in Company's opinion, Company reserves the right without any abatement of rent to require all persons to vacate the Building and to prevent access to the Building during the continuance of the same for the safety of the City and the protection of the Building and the property in the Building.

10. Canvassing, soliciting and peddling in the Building are prohibited, and each City shall report and otherwise cooperate to prevent the same.

11. The Building is a smoke-free Building. Smoking is strictly prohibited within the Building. Smoking shall only be allowed in areas designated as a smoking area by Company. City and its employees, representatives, contractors or invitees shall not smoke within the Building or throw cigar or cigarette butts or other substances or litter of any kind in or about the Building, except in receptacles for that purpose. Company may, at its sole discretion, impose a charge rent of $50.00 per violation by City or any of its employees, representatives, contractors or invitees, of this smoking policy.

12. City will ensure that all doors are securely locked, and water faucets, electric lights and electric machinery are turned off before leaving the Building.

13. Parking spaces associated with the Building are intended for the exclusive use of passenger automobiles. Except for intermittent deliveries, no vehicles other than passenger automobiles may be parked in a parking space without the express written permission of Company. City, its employees, customers, invitees and guests shall, when using the parking facilities in and around the Building, observe and obey all signs regarding fire lanes and no-parking and driving speed zones and designated handicapped and visitor spaces, and when parking always park between the designated lines. Company reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in a no-parking zone or in a designated handicapped area, and any vehicle which is left in any parking lot in violation of the foregoing regulation. All vehicles shall be parked at the sole risk of the owner, and Company assumes no responsibility for any damage to or loss of vehicles.

14. It is Company's desire to maintain in the Building and Common Area the highest standard of dignity and good taste consistent with comfort and convenience for City. Any action or condition not meeting this high standard should be reported directly to Company. Company reserves the right to make such other and further rules and regulations as in its judgment may

from time to time be necessary for the safety, care and cleanliness of the Building and Common Area, and for the preservation of good order therein.

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EXHIBIT C
LANDLORD IMPROVEMENTS

- Build out all new ceiling throughout, including in the back “garage area,” and including putting in brand new tiles the offices that already have drop ceilings.
- New lighting throughout, new HVAC throughout, including in the back “garage area.”
- Removing the “bolt-a-block” product from the back corner area, leaving it open.
- Removing the rolling garage door and replacing with a glass storefront finish.
- Removing the steel entry door in the garage and replacing with a glass door.

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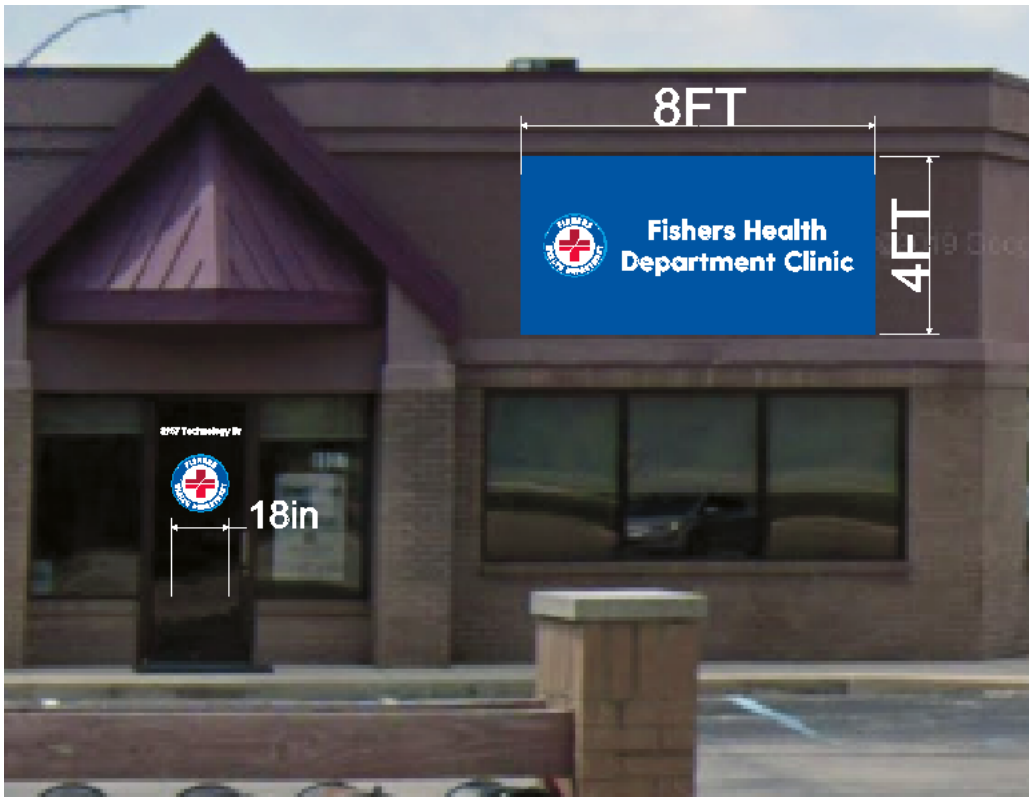
EXHIBIT D--PERMISSIBLE SIGNAGE