Docket #1086 Date Filed: 05/08/2026

IN THE UNITES STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States Courts
Southern District of Texas
FILED
MAY 08 2026
Nathan Ochsner, Clerk of Court

In re:	Chapter 11
IEH AUTO PARTS HOLDINGS LLC, et al	Case no. 23-90054 (CML)
Debtors.	(Jointly Administered)

MODIFICATION OF PROOF OF CLAIM NO. 413

Claimant **Cornerstone Commercial LLC**, hereby modifies its claim as follows:

1. Claimant accepts the proposed modified GUC Claim Amount of $74,995.00, as shown on Schedule 1 of the GUC Trustee's Twenty-Third Omnibus Objection to Claims, to be in accordance with 502(b)(6) cap.
2. Claimant states, pursuant to paragraph 31 of said Objection, Claimant did attach a copy of the lease agreement with the original claim and now resubmits said lease (and lease extension notification) with this modification. Therefore, GUC does not retain right to seek to disallow the claim for failure to attach the lease agreement.

Signed: Geo. Dutro
Printed Name: GEORGE DUTRO
Title: Sole Member, Cornerstone Commercial LLC

Cornerstone Commercial LLC
441 6th Street
Columbus IN 47201
Attn: George Dutro
812-371-4812
geodutro@sbcglobal.net

23900542605110000000000001

Auto Plus
112 Townpark Drive NW, Suite 300
Kennesaw, Georgia 30144

* 10707

BY CERTIFIED MAIL
AND E-MAIL (mrdininger@gmail.com)

July 12, 2021

Mike Dininger
KMW Investments LLC
PO Box 34291
Indianapolis, IN 46234

Re: Lease Agreement dated December 12, 2016, by and between KMW Investments LLC, ("Landlord") and IEH Auto Parts LLC, ("Tenant"), amended and assigned to date (the "Lease").
Premises: 9700 Lakeshore Drive, East Indianapolis, IN 46280
Auto Plus #10707 Lakeshore, IN
Option to Extend Lease

Dear Mr. Dininger:

Reference is made to the above captioned Lease. Capitalized terms used and not defined herein shall have the respective meaning assigned to them under the Lease.

Tenant is hereby notifying Landlord, pursuant to Section 3 of the Lease, that Tenant is exercising its option to renew the Lease for an additional five (5) year Option Term, commencing on January 1, 2022, and ending on December 31, 2026.

Sincerely,

IEH AUTO PARTS, LLC

By: Mark K. Hoffmann
Mark Hoffmann
Vice President of Real Estate

cc: Mark Hoffmann, VP Real Estate
Stephen Maurillo, Esq., Corporate Counsel
Rob Nystrom, Director of Development
Bob Heacox, Sr. Director of Real Estate
Dennis Heller, Director of Facilities
April Nevarez, Director of Tax
Richelle Okolie, General Accounting

ALISHA 317.480.9925

AutoPlus

LEASE AGREEMENT

(MULTI-TENANT)

By and Between

KMW INVESTMENTS LLC,

As Landlord

and

IEH AUTO PARTS LLC,

As Tenant

December 12, 2016

PREMISES: 9700 Lakeshore Dr. East, Indianapolis, IN 46280

LEASE AGREEMENT

This Lease made as of December 12, 2016 (the "Lease") between **KMW INVESTMENTS LLC**, whose mailing address is P.O. Box 1796, Carmel, IN 46082 (the "Landlord"), and **IEH AUTO PARTS LLC**, a Delaware limited liability company with offices at 1155 Roberts Blvd, Suite 175, Kennesaw, GA 30144 (the "Tenant").

WITNESSETH:

WHEREAS, Landlord hereby agrees to lease to Tenant, and Tenant hereby agrees to lease from Landlord, on the terms and conditions provided in this Lease, approximately Seven Thousand Five Hundred (7,500) rentable square feet, shown on the diagram attached hereto as Exhibit "A" (hereinafter referred to as the "Premises"), in the building commonly known and addressed as **9700 Lakeshore Dr. East Indianapolis, IN 46280**, which consists in total of approximately **Sixteen Thousand Nine Hundred Eighty Three (16,983)** rentable square feet (hereinafter referred to the "Building") located with the **Lakeshore** center ("Center"), and which is more particularly described in Exhibit "B" attached hereto. For purposes of this Lease, Tenant's "Proportionate Share" shall be represented by a fraction the numerator of which is the total rentable square footage of the Premises and the denominator of which is the total rentable square footage of the Building. For the purpose of clearification Tenants Proportionate Share is Forty Four and 16/100 Percent (44.16%).

$\frac{7500}{16,983} = 44.16$

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

1. Term

The term of this Lease shall be Five (5) years beginning on the Commencement Date (the "Commencement Date"), as found in Exhibit "G", and ending on December 31, 2021.

2. Rent

The Tenant agrees to pay Landlord as rent (the "Rent") for the Premises:

- Commencement Date to December 31, 2016 the sum equal to the number of days during such term multiplied by $141.13 ("Initial Payment")
- January 1, 2017 to December 31, 2017 the sum of ($4,375.00) per month
- January 1, 2018 to December 31, 2018 the sum of ($4,612.50) per month
- January 1, 2019 to December 31, 2019 the sum of ($4,925.00) per month
- January 1, 2019 to December 31, 2020 the sum of ($4,925.00) per month
- January 1, 2020 to December 31, 2021 the sum of ($4,925.00) per month

The Initial Payment shall be paid on the Commencement Date and thereafter Rent shall be paid on the first day of each month and every month thereafter through and including the last month of the Term of this Lease.

Payment shall be made to the Landlord at the address specified herein for notices to Landlord, or such other address as Landlord may hereafter designate.

3. Renewal Option

Provided that Tenant is not in default, Tenant shall have an option to renew this Lease for two additional terms of Five (5) years, on the same terms and conditions, except the Rent which shall be for the first Option Term Five Thousand One Hundred Seventy One and 25/100 Dollars ($5,171.25) per month, and for the Second Option Term Five Thousand Four Hundred Twenty Nine and 81/100 Dollars ($5,429.81) per month.

To exercise the renewal option hereunder, Tenant shall give Landlord at least ninety (90) days written notice prior to the expiration of the initial term.

4. Use

Tenant shall occupy, use and operate the Premises as a warehouse, storage, and distribution center and/or a store for the sale of automobile, truck or other motor vehicle accessories, parts and related products, and for any other lawful purpose (together, the "Agreed Use"). Landlord represents that Premises are zoned so as to permit the Agreed Use. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to open for business from the Premises, or, if Tenant shall elect to open for business from the Premises, to remain open at any time thereafter.

5. Compliance with Laws

During the term of this Lease, Tenant shall observe and comply with all laws, ordinances, requirements, orders, directives, rules and regulations ("Legal Requirements") of the federal, state, county, or municipal governments and all governmental authorities having jurisdiction over the Premises (collectively, "Governmental Authorities") and which related to Tenant's particular use of the Premises. During the term of this Lease, Landlord shall perform and/or install, at its sole cost and expense, all additions, alterations, repairs or replacements to the Premises which are required in order to comply with all public laws, ordinances and regulations from time to time applicable to the Premises, including, without limitation, Major Structural Improvements (as hereinafter defined).

For purposes of this section, the term "Major Structural Improvements" shall mean:

a) any replacement or reinforcement of, or improvements to, the roof as deemed necessary by Landlord;

b) replacement of load-bearing walls and foundations;

c) replacement of, or improvements to, the heating, air conditioning, plumbing and/or electrical systems as deemed necessary by Landlord; and

d) any other major improvements required by Governmental Authorities.

6. Right of Early Termination.

In the event that after commencement of the Lease any appropriate Governmental Authorities determine that a use and occupancy permit, or other similar operational permit, shall be required in order for Tenant to use, occupy and operate the Premises consistent with the Agreed Use (the "Occupancy Permit"), then Tenant shall pursue the issuance of an Occupancy Permit, at Landlord's sole cost and expense, and Landlord shall cooperate with Tenant in seeking the Occupancy Permit. If (a) the Issuing Authority does not issue an Occupancy Permit to Tenant on terms and conditions that are acceptable to Tenant, and/or (b) the Governmental Authorities otherwise determines that Tenant may not continue to use, occupy and operate the Premises consistent with the Agreed Use, then Tenant shall have the right to terminate this Lease by written notice to the Landlord. Any and all costs incurred by Tenant in seeking to obtain the Occupancy Permit shall be promptly reimbursed to Tenant by Landlord. In addition, if any appropriate Governmental Authority determines that Tenant may not lawfully use, occupy and operate the Premises consistent with the Agreed Use until the Occupancy Permit is issued, then Tenant shall have the right to immediately terminate this Lease by written notice to the Landlord and any Rent due shall abate from the period when the notice of non-lawful occupancy was delivered to Tenant.

7. Maintenance and Repairs

Tenant agrees that it shall, at its sole cost and expense and throughout the term of this Lease, maintain, repair and replace, as necessary, and keep in good order and condition, the Premises. Except for the obligations of Landlord set forth below, Tenant shall be responsible for the full cost of all maintenance, repairs, restorations and replacements of the Premises, including but not limited to: (a) the entire interior of the Premises; (b) the Tenant's HVAC System(s) in the event the repairs are equal to or less than $1,000.00 per occurrence ("Tenant's HVAC Obligations"); (c) the plumbing, sprinkler and electrical lines and systems within the Premises; (d) the lighting fixtures within the Premises; (e) all plate glass, windows, screens, floors, walls, ceilings, wires, conduits, equipment, fixtures and doors within the Premises; and (f) any damage to the Premises, Building, Center common areas or adjacent space caused by Tenant, its agents, employees or invitees (exclusive of ordinary wear and tear). Any costs for damages to common party walls separating the Premises from adjacent premises shall be at the sole cost and expense of the damaging party.

The Landlord agrees that it will, at its sole cost and expense, make all other repairs required in connection with the Premises. For purposes of this Section 7 the following shall be the responsibility of the Landlord and at Landlord's sole cost and expense:

a) maintenance, repair and/or replacement of the roof, roof membrane, exterior walls, interior load-bearing walls (excluding window glass), foundation, floors (excluding floor finishing such as tile, carpeting and the like);

b) maintenance, repair, striping and seal-coating, and/or replacement of all parking areas, driveways, and sidewalks (excluding snow removal);

c) replacement of all components of the plumbing, electrical (excluding light fixtures and bulbs) and, subject to Tenant's HVAC Obligations, heating, ventilation and air conditioning systems of the Premises;

d) maintenance, repair, and replacement of all exterior water lines, sewer lines, gas lines, or electrical transmission lines and related facilities;

e) any Major Structural Improvements; and

f) all repairs that Tenant is not responsible for under the terms of this Lease.

8. Improvements/Alterations

During the term of this Lease, Tenant shall have the right to make such interior non-structural alterations, additions, fixtures and/or improvements to the Premises as Tenant deems necessary or desirable without Landlord's consent. Any other changes, alterations or additions shall require Landlord's written consent, such consent not to be unreasonably withheld. Landlord will not require that alterations, additions, fixtures and improvements made in or upon the Premises by Tenant during the term of this Lease be removed by Tenant at the end of the Lease.

9. Assignment and Subletting

Landlord hereby grants to Tenant the right to assign this Lease or sublet the Premises at any time during the Term of this Lease with Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall in all events remain liable hereunder in the event of an assignment of this Lease or a sublet of the Premises or any part thereof.

Notwithstanding anything contained herein to the contrary, Landlord's consent shall not be required for, and nothing shall prohibit or restrict any leasehold mortgage entered into by Tenant, or any assignment of this Lease or subletting of a part or the whole of the Premises by Tenant: (i) to an Affiliate of Tenant; (ii) in conjunction with any consolidation, reorganization, merger, acquisition, or private placement involving Tenant or any of its Affiliate(s); (iii) to any corporation or other business entity purchasing all or substantially all of the assets of Tenant or any of its Affiliate(s); (iv) to any corporation or other business entity purchasing Tenant's interest in at least five (5) same-format stores operating under the same trade name in the local metropolitan area (or such larger area as is necessary to satisfy such five-store minimum); or (v) in conjunction with any offering, sale, listing, redemption, hypothecation, conversion, exchange, transfer or other similar disposition of all or any portion of the corporate stock of Tenant or any of its Affiliate(s); provided that in each instance above, Tenant shall remain liable hereunder. Wherever the term "Affiliate" is used herein, such term shall mean a corporation, partnership, person or other entity which is controlling, controlled by, or under common control with, Landlord or Tenant, as the case may be (the term "control" meaning the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or rights, by contract, or otherwise).

10. Damage or Destruction

Subject to Section 10(b), if during the term of this Lease the Premises shall be damaged or destroyed by fire or other casualty, Landlord shall repair or restore the Premises to the same condition as existed prior to the date of the fire or other casualty. The repair or restoration work shall be commenced within a reasonable time after the damage or loss occurs and shall be completed not later than ninety (90) days after the date of the fire or other casualty. If Landlord shall fail to complete such repair or restoration work within such ninety (90) day period, Tenant, in addition to all other remedies available to Tenant at law or in equity, shall have the right to terminate this Lease. Rent and all other rentals hereunder shall equitably abate while the Premises are being repaired or restored, and for a thirty (30) day period thereafter, unless Tenant opens for business from the Premises during such thirty-day period, in which event there shall be no equitable abatement for the period from and after the date Tenant resumes conducting business from all of the Premises.

(b) If, during the last year of the term or the last year of any option term, the Premises shall be damaged by fire or other casualty, Tenant shall be required, as a condition precedent to Landlord's obligation to repair or restore the Premises as provided in Section 10(a), to exercise Tenant's option to extend the term for the next succeeding option term. Tenant shall have thirty (30) days after such fire or other casualty to notify Landlord of its decision to so extend the term. If no option term exists for Tenant to exercise or if Tenant does not exercise the option to extend the term, as applicable, Tenant shall have the option of terminating this Lease within sixty (60) days following notice of such fire or other casualty, in which event (a) Landlord shall be under no obligation to repair or restore the Premises; (b) Tenant shall surrender possession of the Premises to Landlord within thirty (30) days after Tenant terminates this Lease; (c) rent shall abate as of the date of the casualty; and (d) this Lease shall, as of the date Tenant surrenders possession of the Premises to Landlord, be null and void and of no further force or effect.

11. Eminent Domain

If the entire Premises shall be taken by or pursuant to Governmental Authority or through the exercise of the right of eminent domain, or if a part of the Premises is taken, access or parking is taken, and the balance of the Premises, access or parking is not reasonably suitable for the conduct of Tenant's business, this Lease, at the option of the Tenant (exercised by written notice to the Landlord within thirty (30) days of such taking), shall terminate without further liability on the part of the Tenant. In the event of a partial taking for which Tenant does not elect to terminate this Lease, the Rent hereunder shall be reduced in proportion to the reduction in the square feet of the Premises affected and Landlord shall promptly restore the remaining portion of the Premises to its condition as nearly as possible as existed at the time of such condemnation less the portion lost in the taking. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to receive and retain any and all payments other than Landlord's condemnation award to which Tenant is entitled under the law as a result of any condemnation, provided such payments do not reduce the amount of Landlord's condemnation award.

12. Events of Default

Each of the following shall be deemed a default by the Tenant:

(a) failure to pay rent or other amounts due under this Lease when due where such failure continues for a period of ten (10) days after Tenant receives written notice thereof from Landlord, provided, however, no notice shall be required if Tenant has failed to make a payment when due more than twice in any twelve (12) month period;

(b) upon failure of Tenant to cure or remedy a violation of any agreement contained in this Lease (other than the agreements for payment of Rent, Additional Rent and/or other required payments), within thirty (30) days after written notice is given to Tenant by Landlord specifying the violation complained of; provided, however, that if the violation complained of shall be curable but of such nature that the same cannot be completely remedied within a thirty (30) day period, then such violation shall not be an enforceable event of default against Tenant if Tenant shall have commenced to cure such default within such thirty (30) day period and shall with reasonable diligence and in good faith proceed to fully remedy the default complained of;

(c) if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal Bankruptcy Code or any other present or future federal, state or other bankruptcy or insolvency statute or law, or shall seek or consent to or acquiesce in the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Tenant or of all or any substantial part of its assets or of the Premises;

(d) upon failure of the Tenant within ninety (90) days to set aside an involuntary assignment or transfer of this Lease by operation of law to any person or persons other than Tenant; or

(e) upon the commencement of any case, proceeding, or other action against Tenant seeking to have an order for relief entered against it as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or of its debt under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding, or other action (i) results in the entry of an order for relief against Tenant which is not fully stayed within ninety (90) days after the entry thereof, or (ii) remains un-dismissed for a period of ninety (90) days.

13. Remedies Upon Default

If Tenant shall have failed to cure a default by Tenant after expiration of the applicable time for cure of a particular default, Landlord may, at its election, but without obligation therefor, (a) seek specific performance of any obligation of Tenant, after which Landlord shall retain, and may exercise and enforce, any and all rights which Landlord may have against Tenant as a result of such default, (b) from time to time without releasing Tenant in whole or in part from Tenant's obligation to perform any and all covenants, conditions and agreements to be performed by Tenant hereunder, cure the default at Tenant's cost, and/or (c) exercise any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Any reasonable cost

incurred by Landlord in order to cure such a default by Tenant shall be due immediately from Tenant, together with interest. In all events Landlord shall use its best efforts to re-lease the Premises for such term at such rental and upon such other terms and conditions as may be reasonably necessary or appropriate to mitigate damages, with the right to make alterations and repairs to the Premises. If Landlord is entitled to monies representing all or part of future payments of rent hereunder, such amounts shall be discounted to current value based upon the interest rate in effect on the date of such award.

14. Insurance

(a) Tenant, at its own cost and expense, shall carry:

(i) commercial general public liability insurance with respect to the Premises against any and all claims for injury or damage to persons or property or for the loss of life or of property occurring upon, in or about the Premises, naming Landlord as an additional insured; such insurance to afford minimum protection during the term of this Lease of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate, annually. In the event the deductible under the liability insurance which Tenant is required to carry precludes Landlord from receiving from the insurance carrier all or any portion of a claim made by Landlord pursuant to such policy, Tenant shall pay to Landlord within sixty (60) days of the earlier of (x) Landlord's claim being upheld in a final non-appealable decision of a court with relevant jurisdiction and (y) the insurance carrier agreeing to cover the claim in an amount above the deductible, an amount equivalent to such deductible (or so lesser amount thereof as would be necessary to cover the claim in question); and

(ii) fire and casualty insurance with respect to Tenant's equipment and personal property.

(b) All insurance, which Tenant is required by the terms of this Lease to carry, shall be effected under valid and enforceable policies, and shall be issued by insurers authorized to transact business in the state in which the Premises are located.

(c) Landlord shall carry insurance on the Building and all improvements on the Premises against loss or damage by fire or other casualty with endorsements providing what is commonly known as all risk fire and extended coverage, vandalism and malicious mischief insurance, in an amount equal to the full replacement cost thereof ("Landlord's Insurance").

For the Term of this Lease, Tenant agrees to pay Tenant's Proportionate Share (44.16%) to Landlord of all premiums related to Landlord's Real Estate Property Insurance, which amount shall be multiplied by 1/12 and paid monthly ("Monthly Insurance Payment"). As of the Commencement Date, the Monthly Insurance Payment is **Three Hundred Twelve and 50/100 Dollars ($312.50)**. The Monthly Insurance Payment shall be paid on the first day of each month and every month thereafter through and including the last month of the Term of this Lease. If the Term of this Lease commences on a day other than the first day of a calendar month, then the Monthly Insurance Payment for the first month shall be prorated and paid on the Commencement Date. Landlord shall be entitled to estimate the total amount of premiums with

respect to Landlord's Insurance to be paid by Tenant during each calendar year of the Term and send notice to Tenant of a new Monthly Insurance Payment to be paid. Within a reasonable time after the end of each calendar year, Landlord shall submit to Tenant a statement of the actual amount of such and within thirty (30) days after receipt of such statement, Tenant shall pay any deficiency between the actual amount owed and the estimates paid during such calendar year, or in the event of overpayment, Landlord shall credit the amount of such overpayment toward the next installments of Rent. To the extent that the Term includes any partial calendar years, the payments due under this section shall be prorated based upon the number of days in such calendar year included within the Term divided by 360.

(d) Landlord and Tenant hereby waive all rights to recover against each other or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of each of theirs or for any loss or damage to the extent the same is covered by any insurance required to be carried by each of them pursuant to this section or any other insurance actually carried by each of them.

(e) Landlord and Tenant will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Building or the Premises or the contents of either of them.

(f) Any insurance required to be carried pursuant to this Section 14 may be carried under a policy or policies covering other liabilities and locations of Landlord or Tenant; provided, however, that such policy or policies shall apply to the property required to be insured by this Section 14 and in an amount not less than the amount of insurance required to be carried by Landlord or Tenant with respect thereto. The insurance requirements described in this Section 14 may be satisfied by any plan of self-insurance from time to time maintained by Landlord or Tenant, on condition that the party so self-insuring and its affiliates have and maintain an aggregate net worth of Fifty Million Dollars ($50,000,000.00) or more, and that any party so self-insuring shall furnish to the other party, upon request, evidence of the adequacy of its net worth. The annual report of such party that is audited by an independent certified public accountant shall be sufficient evidence of its net worth. If either Landlord or Tenant elects to self-insure pursuant to the provisions set forth herein, or thereafter elects to terminate such self-insurance program, it shall give at least ten (10) days' prior written notice thereof to the other. Any party which is eligible to self-insure hereunder may increase the deductible under its insurance policies to such level as it may elect.

15. Taxes

(a) For the term of this Lease, Tenant agrees to pay Tenant's Proportionate Share (44.16%) to Landlord of all annual real estate taxes, assessments, and other municipal charges levied against the Premises, which amount shall be multiplied by 1/12 and paid monthly ("Monthly Tax Payment"). As of the Commencement Date, the Monthly Tax Payment is **Seven Hundred Sixty-two and 50/100 Dollars ($762.50)**. The Monthly Tax Payment shall be paid on the first day of each month and every month thereafter through and including the last month of the Term of this Lease. If the Term of this Lease commences on a day other than the first day of a calendar month, then the Monthly Tax Payment for the first month shall be prorated and paid on the Commencement Date. Landlord shall be entitled to estimate the total amount of annual

real estate taxes, assessments, and other municipal charges levied against the Premises to be paid by Tenant during each calendar year of the Term and send notice to Tenant of the new Monthly Tax Payment to be paid. Within a reasonable time after the end of each calendar year, Landlord shall submit to Tenant a statement of the actual amount of such and within thirty (30) days after receipt of such statement, Tenant shall pay any deficiency between the actual amount owed and the estimates paid during such calendar year, or in the event of overpayment, Landlord shall credit the amount of such overpayment toward the next installments of Rent. To the extent that the Term includes any partial calendar years, the payments due under this section shall be prorated based upon the number of days in such calendar year included within the Term divided by 360.

Landlord shall provide Tenant, at Tenant's request, evidence of all such real estate taxes, assessments, and other municipal taxes, levied against the Premises.

(b) Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Premises.

(c) If Landlord receives any tax credit with respect to the Premises, and such tax credit is allocable to the term (or any part thereof), Landlord shall deliver to Tenant such tax credit within fifteen (15) days after Landlord's receipt of such tax credit.

(e) The provisions of this Section 15 shall survive the expiration or sooner termination of this Lease.

16. Utilities

Tenant shall pay all charges for water, sewer, gas, electricity, air conditioning, telephone and other services and utilities used by Tenant on the Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's Proportionate Share of the charges. Tenant shall pay such amounts within thirty (30) days of invoice. Landlord's invoice to Tenant in the preceding sentence shall be accompanied by the invoice from the utility provider to Landlord detailing the changes due.

In the event that air conditioning in the Premises is not separately metered or otherwise not within the control of Tenant, Landlord shall cause air conditioning to be provided to the Premises during regular business hours and during such other hours as Tenant requests.

17. Center Common Areas

(a) Except as expressly provided herein, the portions of the Center not designated as building or service areas, including but not limited to all driveways, parking areas, utilities, service areas, including loading and unloading areas, retention basins (both on-site and off-site), landscaped areas, if any, lighting facilities and equipment, freestanding sign (if any) and any and all other exterior facilities upon or below the Center designed for use by or the benefit of all occupants of the Center, are to be common areas ("Common Areas") for the use of

all tenants and occupants of the Center and their customers, invitees, agents, licensees and employees. Without the prior written consent of Tenant, Landlord shall not, and shall not permit others to, (a) alter or change the area of the Center; (b) alter or change the location or size of any structure, building or improvement shown on the Site Plan (including, but not limited to, any kiosks or similar structures shown on the Site Plan); (c) construct any new structure, building or improvement; (d) reduce the number of parking spaces within the Center and/or increase the aggregate leasable floor area of the buildings within the Center; (e) alter or change the number, location or the layout of the parking spaces shown on the Site Plan; (f) alter or change the driveways and parking aisles within the Center shown on the Site Plan or otherwise in a manner which adversely affects the ability of trucks making deliveries to the Premises to access and utilize the loading and unloading facilities serving the Premises; (g) alter or change the entrances or exits to or from the Center; (h) construct any improvements having more than one story or having a basement; or (i) alter the grading of the Center, except as otherwise expressly provided in this Lease.

(b) At all times during the term, Landlord shall keep and maintain the Common Areas in good order and repair, in a clean and safe condition, reasonably free of snow, ice and debris. The lighting for the Common Areas shall be turned on by Landlord on each day that business is conducted by Tenant from the Premises at or about the same time that the municipality turns on street lights, and the same shall be kept lighted for one (1) hour after Tenant closes for business. Landlord's obligations hereunder shall include maintaining the parking areas of the Center free of potholes and assuring that they are properly coated and sealed and striped as needed. Landlord shall make any and all additions to and all alterations and repairs in, on and about the Common Areas which may be required by, and shall otherwise observe and comply with, all public laws, ordinances and regulations from time to time applicable to the Common Areas. If Landlord fails to comply with and perform its obligations with respect to any such public laws, ordinances, and regulations, in addition to and without limitation of any of Tenant's other rights and remedies under this Lease, if such failure shall continue for more than thirty (30) days after Tenant's written notice to Landlord of such failure, Tenant shall have the right to cure and deduct the cost of same from its rent provided Tenant shows written proof to the Landlord of actual costs of such abatement.

(c) During the term, Tenant shall pay as additional rent, upon presentation of an invoice and support documentation by Landlord, its Proportionate Share of the reasonable maintenance expenses for snow removal of the Common Areas located within the Center. Said payment shall be made by Tenant to Landlord, within Ten (10) days.

18. Force Majeure

Except as otherwise expressly provided in this Lease, the time for performance by Landlord or Tenant of any term or provision of this Lease requiring other than the payment of money shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, unavailability of material or labor, restrictions by governmental authorities and any other causes not within the control of Landlord or Tenant, as the case may be.

19. Subordination

Landlord understands and agrees that Tenant shall not be required hereafter to subordinate its interest in this Lease to any deed of trust, mortgage deed, mortgage, deed to secure debt or to any other lien, encumbrance, condition, restriction, covenant or agreement affecting the Premises; provided, however, that Tenant hereby agrees to subordinate its interest in this Lease to a deed of trust, mortgage, mortgage deed or deed to secure debt if the beneficiary and trustee or the mortgagee thereunder executes, causes to be acknowledged and delivers to Tenant a Subordination, Non-Disturbance and Attornment Agreement with Tenant containing substantially the same information and provisions as, but no less favorable to Tenant than, the information and provisions set forth on Exhibit D hereto. If by virtue of an amendment hereto, operation of law or for any other reason, any mortgagee, trustee or beneficiary under a deed of trust or holder of any other security instrument claims an interest in the Premises prior to that of Tenant (or a mortgagee or successor to a mortgagee who has acquired its estate), Tenant's estate hereunder shall be subordinate to the interest of such party only if such party executes, causes to be acknowledged and delivers to Tenant a Subordination, Non-Disturbance and Attornment Agreement from such party containing substantially the same information as, but no less favorable to Tenant than, the information and provisions set forth on Exhibit D hereto.

20. Estoppel Certificates

Each of the parties hereby agrees at any time and from time to time, upon not less than ten (10) days' prior written notice, to execute, acknowledge and deliver to the other party, a prospective purchaser, assignee or lender, a statement in writing, in a form substantially similar to that attached hereto as Exhibit E, certifying that (a) this Lease is unmodified and in full force and effect (or, if there have been modifications, a statement that this Lease is in full force and effect as modified and stating the modifications), (b) the dates to which the rent and any other sums payable hereunder have been paid, (c) whether or not, to the knowledge of such party, there are then existing any defaults under this Lease or any events which, with the giving of notice or the passage of time, or both, would constitute a default hereunder (and, if so, specifying the same), and (d) such other information confirming the status of existing provisions of the Lease as the other party or any mortgagee or a prospective purchaser or assignee may reasonably require. Each party represents and warrants that such statement may be relied upon by the other party hereto or any third party.

21. Mechanic's Liens

(a) Tenant will not permit the Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction or sufferance of Tenant; provided, however, Tenant shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien and on final determination of the lien or claim for lien, Tenant will immediately pay any judgment rendered with all proper costs and charges, and will, at its own expense, have the lien released and any judgment satisfied. If at any time while Tenant is contesting any such lien in good faith and with reasonable diligence Landlord is closing on the sale or refinancing of the Premises which is encumbered by such lien, Tenant agrees to execute and deliver to the buyer, lender and/or title insurer an agreement to indemnify

and hold such party harmless from and against any liability, loss, cost or expense arising as a result of the existence of such lien.

(b) Landlord will not permit the Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Landlord or claimed to have been furnished to Landlord in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction or sufferance of Landlord; provided, however, Landlord shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien and on final determination of the lien or claim for lien, Landlord will immediately pay any judgment rendered with all proper costs and charges, and will, at its own expense, have the lien released and any judgment satisfied.

22. Default by Landlord

(a) Events of Default. Landlord shall be in default of this Lease if it fails to perform any provision of this Lease that it is obligated to perform and if the failure to perform is not cured within thirty (30) days after written notice of the default has been given by Tenant to Landlord. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within such thirty-day period and diligently and in good faith continues to cure the default until completion, provided the same is capable of being cured by Landlord.

(b) Right to Cure; Tenant's Remedies. If Landlord shall have failed to cure a default by Landlord after expiration of the applicable time, if any, for cure of a particular default, Tenant may, at its election, but without obligation therefor (a) seek specific performance of any obligation of Landlord, after which Tenant shall retain, and may exercise and enforce, any and all rights which Tenant may have against Landlord as a result of such default, (b) from time to time without releasing Landlord in whole or in part from Landlord's obligation to perform any and all covenants, conditions and agreements to be performed by Landlord hereunder, cure the default at Landlord's cost, (c) terminate this Lease, and/or (d) exercise any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Any reasonable cost incurred by Tenant in order to cure such a default by Landlord shall be due immediately from Landlord, together with interest. If Landlord fails to reimburse Tenant as provided herein, Tenant shall have the right to deduct from the rentals due hereunder any amounts due from Landlord pursuant to this Section 22(b) subject to a maximum deduction each month equal to 25% of the monthly installment of Base Annual Rent due for such month.

23. Representations and Warranties of Landlord

Landlord hereby represents and warrants to Tenant that, as of the date of this Lease, to the best of its knowledge:

(a) Landlord has good and marketable title to the Premises free and clear of any deed of trust, mortgage deed, deed to secure debt liens, encumbrances and other title objections, and Landlord possesses full power and authority to deal therewith in all respects and no other party has any right or option thereto or in connection therewith.

(b) There are no pending or, to Landlord's best knowledge, threatened condemnation proceedings or other governmental, municipal, administrative or judicial proceedings affecting the Premises.

(c) There are no pending or, to Landlord's best knowledge, threatened actions or legal proceedings affecting the Premises.

(d) There are no unpaid special assessments for sewer, sidewalk, water, paving, gas, electrical or power improvements or other capital expenditures or improvements, matured or unmatured, affecting the Premises.

(e) This Lease and the consummation of the transaction contemplated herein are the valid and binding obligations of Landlord and do not constitute a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, nor are they inconsistent with, any contract to which Landlord is party or by which it is bound.

(f) There are no outstanding notices of, nor, to Landlord's best knowledge, are there, any violations of any law, regulation, ordinance, order or other requirements of any governmental authority having jurisdiction over or affecting any part of the Premises.

(g) Landlord is not obligated upon any contract, lease or agreement, written or oral, with respect to the ownership, use, operation or maintenance of the Premises.

24. Notices

Any notice permitted or required to be given by the terms of this Lease shall be in writing and shall be deemed to be sufficiently given only if (a) delivered personally, (b) sent by a nationally recognized overnight courier service, or (c) mailed by certified mail, return receipt requested, to the addresses set forth for Landlord and Tenant, respectively, at the beginning of this Lease. Either party may, by written notice given in conformity with this section, designate a different address or addresses to which such notices shall be sent. Notices given in conformity with this section shall be deemed to have been given, (a) if delivered personally, upon delivery thereof, (b) if sent by a nationally recognized courier service, upon written verification of receipt, or (c) if mailed, upon the third day after the notice is mailed.

25. Indemnification

(a) Tenant Indemnification. Subject to Section 25(b), Tenant shall indemnify and save harmless Landlord, its directors, officers, employees and agents (except for loss or damage resulting from the negligence of Landlord, its agents or employees or the breach of this Lease by Landlord) from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees, in connection with loss of life, bodily injury and/or damage to property arising from or out of any occurrence in or upon the Premises, or any part thereof, occasioned wholly or in part by any negligent act or omission of Tenant, its agents, contractors, employees or servants thereon.

(b) Landlord Indemnification. Landlord shall indemnify and save harmless Tenant, its directors, officers, employees and agents (except for loss or damage resulting from

the negligence of Tenant, its agents or employees or the breach of this Lease by Tenant) from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys' fees, in connection with loss of life, bodily injury and/or damage to property arising from or out of any occurrence in or upon the Premises or any part thereof, occasioned wholly or in part by any negligent act or omission of Landlord, its agents, contractors, employees or servants thereon. If Landlord and Tenant are both partially responsible for any loss or damage described by this Section 25(b) and in Section 25(a), each party shall bear an amount of the loss or damage therefrom which is proportionate to such party's fault and responsibility in connection therewith.

26. Quiet Enjoyment

Landlord hereby covenants to Tenant that Tenant shall peaceably and quietly hold and enjoy the full possession and use of the Premises during the term of this Lease. Landlord shall not allow any covenants, conditions or restrictions to be recorded on title to the Premises which alter or affect this Lease and Tenant's use or occupancy of the Premises, including but not limited to those pertaining to access thereto, permitted or prohibited uses, signage, number, location or layout of parking spaces or lighting of the Premises.

27. Signs

Subject to the requirements of any applicable laws, ordinances, and regulations, Tenant, at its sole cost and expense, may put up signage on the Building. Landlord shall assist and cooperate with Tenant in obtaining any required permission, if applicable, from Governmental Authorities or adjoining property owners and their occupants for Tenant to place or construct signage on the Building. Upon the expiration or earlier termination of this Lease, Landlord may, by written notice to Tenant, require Tenant, at its sole cost and expense, to remove any signs installed by Tenant (whether such signs were installed prior to or during the term of this Lease), in which event, Tenant shall restore any damage caused by such removal.

28. Surrender of Premises

At the end of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear, casualty and condemnation excepted. Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, and failing to do so within fifteen (15) days after the end of the Lease and notice to Tenant, Landlord may cause all of said personal property to be removed or treat any and all items not removed as having been relinquished by Tenant.

29. Submission Not an Offer

The submission of this Lease or a summary of some or all of its provisions for review or negotiation by the prospective Landlord or Tenant does not constitute an offer by Landlord or Tenant to enter into an agreement pertaining to the Premises, and neither party shall be bound to the other unless and until a definitive Lease is fully negotiated, executed, and delivered by each party to the other.

30. Expenses and Attorneys' Fees

If any legal action, suit or proceeding is commenced between Landlord and Tenant regarding their respective rights and obligations under this Lease, the prevailing party shall be entitled to recover, in addition to damages or other relief, reasonable costs and expenses, attorneys' fees and court costs (including, without limitation, expert witness fees). As used herein, the term "prevailing party" shall mean the party which obtains the principal relief it has sought, whether by compromise settlement or judgment. If the party which commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

31. Waiver of Jury Trial and Counterclaims

To the extent such waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Lease or the Premises.

32. Memorandum of Lease

This Lease shall not be recorded without the consent of the Landlord and Tenant. However, either party shall, at the request of the other, execute a memorandum of this Lease in recordable form.

33. Holding Over

Should Tenant fail to vacate the Premises upon the expiration or earlier termination of this Lease, such holding over shall operate and be construed to be a tenancy from month to month at one hundred and twenty five percent (125%) of the rental in effect for the month immediately preceding the expiration or earlier termination of this Lease, and shall otherwise be on the same terms and conditions as herein specified so far as applicable.

34. Trash Removal

The Tenant shall be solely responsible for and shall promptly pay all costs and expenses for garbage and trash collection, removal and disposal in connection with Tenant's use of the Premises.

35. Parking

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways.

36. Environmental

(a) Landlord's Environmental Representations and Warranties. Landlord hereby represents and warrants to Tenant that, as of the date of this Lease: No Hazardous Substance has been installed, used, stored, handled or located on or beneath the Premises at any

time during the period of Landlord's ownership of the Premises or, to the best of Landlord's knowledge after due inquiry, at any time prior to Landlord's ownership of the Premises, which Hazardous Substance, if found on or beneath the Premises, or improperly disposed of off of the Premises, would subject the owner or occupant of the Premises to damages, penalties, liabilities or an obligation to perform any work, cleanup, removal, repair, construction, alteration, demolition, renovation or installation in or in connection with the Premises ("Environmental Cleanup Work") in order to comply with any federal, state or local law, regulation, ordinance or order concerning the environmental state, condition or quality of the Premises ("Environmental Law") applicable to owners, operators or developers of real property. No notice from any Governmental Body has ever been served upon Landlord, its agents or employees, or, to the best of Landlord's knowledge after due inquiry, any occupant or prior owner of the Premises, or any portion thereof, claiming any violation of any Environmental Law, or requiring or calling attention to the need for any Environmental Cleanup Work on, beneath or in connection with the Premises in order to comply with any Environmental Law, and neither Landlord, its agents or employees, nor, to the best of Landlord's knowledge after due inquiry, any occupant or prior owner of the Premises, has ever been informed of any threatened or proposed serving of any such violation or corrective work order. To the best of Landlord's knowledge, soil and groundwater on or beneath the Premises are free of any Hazardous Substance.

(b) Landlord's Environmental Covenants. Landlord hereby covenants to Tenant that, during the term of this Lease, Landlord, at its sole cost and expense, shall perform all work required (i) to comply with any Environmental Law governing the Premises, and (ii) as a result of the environmental state, condition and quality of the Premises, including, but not limited to, the costs of any Environmental Cleanup Work and the preparation of any closure or other required plans, excluding, however, any work related to Hazardous Substances on the Land established to have been introduced to the Land by Tenant, its agents or employees (collectively, "Landlord's Environmental Obligations"). Landlord shall indemnify, defend and hold harmless Tenant, its directors, officers, partners, employees and agents from and against any and all claims, actions, damages, penalties, fines, liabilities and expenses, including, but not limited to, reasonable attorneys' fees, which are directly or indirectly in whole or in part caused by, or arise out of, Landlord's Environmental Obligations. If Landlord is required to perform any Environmental Cleanup Work as provided above and if, as a result of an order issued by a governmental or quasi-governmental authority, Tenant is not legally permitted to continue to conduct its business from the Premises during the period of such Environmental Cleanup Work, in addition to all other remedies provided herein, rent and any other charges payable by Tenant hereunder shall fully abate until Landlord has caused the Premises to comply with all Environmental Laws and Tenant is legally permitted to resume conducting its business from the Premises, and, if the same cannot be reasonably completed within thirty (30) days after Tenant is or will be required to so suspend conducting its business, Tenant shall also have the right to terminate this Lease by written notice to Landlord, such termination to be effective as of the date of notice, in which event this Lease shall become null and void and neither party shall have any further obligations hereunder. The obligations of Landlord under this Section 36(b) shall survive the expiration or earlier termination of this Lease.

(c) Tenant's Environmental Covenants. Tenant hereby covenants to Landlord that, during the term of this Lease, Tenant, at its sole cost and expense, shall perform all work required (i) to comply with any Environmental Law governing the Premises, and (ii) as

a result of the environmental state, condition and quality of the Premises, including, but not limited to, the costs of any Environmental Cleanup Work and the preparation of any closure or other required plans, arising as a result of Hazardous Substances on the Premises established to have been introduced to the Premises by Tenant, its agents or employees (collectively, "Tenant's Environmental Obligations"). Tenant shall indemnify, defend and hold harmless Landlord, its directors, officers, partners, employees and agents from and against any and all claims, actions, damages, penalties, fines, liabilities and expenses which are caused by, or arise out of, Tenant's Environmental Obligations. Any sums expended by Landlord on account of Tenant's Environmental Obligations shall be due and payable immediately as additional rent hereunder. The obligations of Tenant under this Section 36(c) shall survive the expiration or earlier termination of this Lease.

37. Remedies Cumulative; Severability

All remedies provided herein or at law or in equity shall be cumulative and not exclusive. Invalidation of any one or more of the provisions of this Lease by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect. No failure by either party to insist upon the strict performance of any term, covenant, agreement or condition hereof or to exercise any right or remedy upon a breach by the other, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by either party, and no breach thereof shall be waived, altered or modified except by a written instrument executed by the other. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach hereof.

38. Late Payment and Interest

In the event Tenant shall fail to pay any installment of rent or other payment due under this Lease when the same is due and payable, subject to any notice requirement, in addition to all other rights and remedies available to Landlord, Landlord shall have the right to receive from Tenant an additional payment in the amount of five percent (5%) of such installment as and for a late charge to defray Landlord's costs and expenses in collecting such delinquent installment.

39. Condition of Premises

(a) Landlord shall confirm the plumbing, electrical, fiber optic systems, mechanical systems (including HVAC), structural components and roof are in good working condition (including there being no leaks in the roof) prior to Tenant taking occupancy.

(b) Landlord shall also complete Landlord Improvements as outlined in Exhibit "C" prior to Tenant taking occupancy.

(c) Other than the aforementioned, Tenant shall accept the Premises in "As Is" condition which is more specifically defined by the "Move In Report" herein attached and made a part of this Lease as Exhibit "D".

40. Miscellaneous

(a) Capitalized terms not otherwise defined herein shall have the respective meanings set forth below.

(1) "Governmental Body" means any:

(A) nation, state, county, city, town, village, district, or other jurisdiction of any nature;

(B) federal, state, local, municipal, foreign, or other government;

(C) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal);

(D) multi-national organization or body; or

(E) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

(2) "Hazardous Substances" means any waste or other substance that is listed, defined, designated, or classified as, or otherwise determined to be, by any Governmental Body or by or pursuant to any Environmental Law, hazardous, radioactive, or toxic or a pollutant or a contaminant under or pursuant to any Environmental Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos-containing materials.

(b) Covenants Running with the Land. This Lease and each and every covenant, agreement, condition and undertaking shall be deemed to be running with the land during the term of this Lease and shall be binding upon and inure to the benefit of the respective parties hereto, their legal representatives, heirs, executors, administrators, successors and assigns.

(c) Conditions/Covenants. All provisions of this Lease which impose restrictions or obligations upon the Tenant shall be deemed and construed to be "conditions" as well as "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate provision.

(d) Entire Agreement. This Lease, including its schedules and/or exhibits, constitutes the entire agreement between Landlord and Tenant relating to the within transaction and is intended to supersede any prior agreements between the parties with respect to the Premises.

(e) Modification. This Lease shall not be amended, modified, supplemented, or revoked, except by a writing signed by Landlord and Tenant.

(f) Captions. The captions contained in this Lease are for convenience only, and are not intended to limit or amplify the terms hereof in any way.

(g) Governing Law. This Lease shall be governed and construed in accordance with the laws of the state in which the Premises are located.

(h) Waiver of Landlord's Lien. Landlord, within ten (10) days after demand from Tenant, shall execute and deliver any document required by any supplier, lessor or lender in connection with the installation in the Premises of Tenant's fixtures, pursuant to which document Landlord waives any rights it may have or acquire with respect to that property, if the supplier, lessor or lender agrees in writing that (a) it will remove that property from the Premises before the expiration of the term, but if it does not remove the property prior to the expiration of the Term it shall have waived any rights it may have had to the property; and (b) it will make whatever restoration to the Premises that is reasonably necessitated by the removal. Anything in this Lease to the contrary notwithstanding, Landlord hereby waives its right, if any, to distrain upon or to secure a lien against the inventory of Tenant for Tenant's nonpayment of rent or other default under this Lease, or otherwise. The waiver provided for in the preceding sentence is intended to be, and is, automatic and self-operating; provided, however, Landlord agrees that upon Tenant's request Landlord shall execute such additional instruments as are requested by Tenant to further evidence and confirm the same.

(i) Broker. Landlord and Tenant each represents and warrants to the other that it has had no dealings with any other broker or agent in connection with this Lease other than _____ (collectively, "Broker"), and Landlord and Tenant covenant to hold harmless, defend and indemnify each other from and against any and all costs, expense or liability for any damages (including reasonable attorneys' fees and expenses), compensation, commissions and charges claimed by any broker or agent with respect to this Lease or to negotiation thereof other than the Broker, arising out of Landlord's and/or Tenant's conduct or conversations, as the case may be. Landlord shall be solely responsible to pay the Broker, if any, for any commission or fees pursuant to a separate agreement. Landlord hereby indemnifies, defends and holds Tenant harmless from any claims made by the Broker. The provisions of this Subsection shall survive the expiration or earlier termination of this Lease.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first written above by their respective officers thereunto duly authorized.

KMW INVESTMENTS LLC, Landlord

By: _____
Name: Michael R Dunnigan
Title: Partner

IEH AUTO PARTS LLC, Tenant

By: _____
Name:
Title:

[Signature Page to Lease Agreement]

EXHIBIT A

Description of the Premises

Postal Address **9700 Lakeshore Dr. East Indianapolis, IN 46280**

