

**City of Fort Wayne
City County Building Lease Payments
for the periods 1996 thru 2010**

<u>Year</u>		<u>Annual Payment</u>	<u>Rate/sq ft</u>
1996	\$	990,761	\$ 8.47
1997	\$	990,761	\$ 8.47
1998	\$	1,007,602	\$ 8.61
1999	\$	1,022,717	\$ 8.74
2000	\$	1,051,353	\$ 8.99
2001	\$	1,093,407	\$ 9.35
2002	\$	1,102,156	\$ 9.42
2003	\$	1,105,584	\$ 9.37
2004	\$	1,138,393	\$ 9.56
2005	\$	1,117,484	\$ 9.39
2006	\$	1,150,840	\$ 9.64
2007	\$	1,180,450	\$ 9.91
2008	\$	1,214,813	\$ 10.20
2009	\$	1,231,300	\$ 10.38
2010	\$	1,225,722	\$ 10.34
15 year Total	\$	16,623,343	

RECORDED
09/24/2003 16:16:10
RECORDER
PATRICIA J. BRICK
ALLEN COUNTY, IN

LEASE AGREEMENT

THIS LEASE made the 1st day of July 2003, between the Board of Commissioners of the County of Allen, hereinafter called Lessor, and the City of Fort Wayne, Indiana acting by and through its Board of Public Works and the City Utilities of the City of Fort Wayne, acting by and through its duly constituted officers, hereinafter referred to as Lessee,

WITNESSETH:

In consideration of the mutual covenants herein contained and of other good and valuable consideration the receipt and adequacy of which are hereby acknowledged Lessor and Lessee agree as follows:

1. Premises:

Lessor does hereby grant demise and lease unto Lessee 119,064 square feet of the following described Premises, including the Lessee's allocable share of common area which described Premises Lessor warrants it has a right to so lease: see Exhibit "A" attached hereto and incorporated herein by reference which incorporates a letter and spread sheet from Martin, Riley and Mock showing the spaces leased to Lessee. Breakdown is as follows. Office Space 86,365 sq. ft.; Common Area 26,312; and Storage Space 6,387 sq. ft.; equaling 119,064 total sq. ft. Common area includes restrooms, hallways, stairs, vertical shafts, and mechanical rooms.

2. Term:

TO HAVE AND TO HOLD THE SAME, together with all rights, privileges, easements and appurtenances thereto attached and belonging to Lessee, its successors and assigns, for and during a term of three and one-half (3 1/2) years (hereinafter referred to as the Term) beginning July 1, 2003, and ending on December 31, 2006 unless sooner terminated as provided herein.

a. The term of this agreement is subject to annual appropriations by the Common Council of the City of Fort Wayne and the Allen County Council. This agreement may be terminated by any one upon sixty (60) days notice in the event funds for the payment of obligations hereunder are not appropriated as part of the annual budget adopted by the Common Council of the City of Fort Wayne or the Allen County Council. In the event this Lease is terminated by Lessee due to non-appropriation, Lessee agrees not to purchase, lease or rent space or real estate performing functions similar to those performed through the use of the space described hereunder for the balance of the term of the Lease.

3. Rent:

Lessee shall pay to Lessor Nine Dollars and Forty-two Cents (\$9.42) per square foot for office space occupied per year, payable quarterly in advance, commencing July 1, 2003. Storage space shall be at a rate of \$4.00 per square foot.

112,677 SF x \$9.42 = \$1,061,417.00
6,387 SF x \$4.00 = \$ 25,548.00
\$1,086,965.00

Beginning July 1, 2004, and on each July 1 thereafter, during the term of this lease and any renewals or extensions thereof, the annual rental per square foot shall be adjusted to reflect changes in the annual consumer price index. The

adjustment shall be computed by changing the current rental figure by the percent change from the prior March Consumer Price Index to the current year's March Consumer Price Index which Consumer Price Index for purposes of this agreement is defined as the Consumer Price Index for All Items North Central Region for All Urban Consumers.

a. Determination of Space Occupied. On or before June 1 of each year, Lessor shall provide Lessee with a building occupancy schedule defining what office spaces in the City-County Building are occupied exclusively by Lessee and indicating on said schedule the percentage of total office space exclusively occupied by the Lessor. Said schedule shall be deemed accepted by the City unless notice of objection is provided to the County within fifteen (15) working days of said notice. If an objection is timely received, the same shall be settled by space measurement services from a mutually acceptable architect, which acceptance shall not be withheld unreasonably. The cost of such services shall be borne equally by the parties.

b. Determination of Future Space Occupancy. Annually, by June 15 of each year, Lessee shall furnish Lessor with any proposed reductions or increases in space to be occupied by Lessee effective the ensuing January 1. If the parties mutually agree, the space allocation shall be modified.

c. Additional Rent. (i) Each party hereto shall be responsible for its share of the cost of complying with any State, Federal, or local law or ordinance applicable to the structure.

(ii) In recognition of the expenses incurred by Lessor for providing enhanced security subsequent to September 11, 2001, the Lessee agrees to pay the sum of \$30,000.00 prior to September 30, 2003.

(iii) Subject to the appropriation of funds by the fiscal bodies for Lessor and Lessee, each party hereto agrees to pay on a monthly basis its proportional share of the cost of providing "enhanced security" for the building based upon its percentage of utilization of the total square footage. The County will be responsible for 56.76% and the City for 43.24% of the total cost of \$11,520.00 for the month of July 2003. As of August 1, 2003, no enhanced security will be provided. No additional charges will be incurred without the written consent of both parties. All approved expenses and/or adjustments for expenses not incurred shall be based upon the above-stated percentages.

4. Permitted Use:

To be used and occupied for City and City agency offices, conference rooms, meeting rooms and auxiliary space.

5. Ordinance- Regulations and Zoning:

Lessee shall not use or occupy or permit the Premises to be used or occupied in any extra hazardous manner not consistent with Lessee's customary and normal business use, or in any unlawful manner or for any illegal purpose or in such manner as to constitute a nuisance. The Lessee shall comply with all requirements of the constituted public authorities and of the board of fire underwriters or fire insurance exchange or other body having similar functions, and of any Liability and Casualty Insurance Company by which the Lessor may be insured and shall hold the Lessor harmless from penalties, fines, costs, or damages which are occasioned by and result solely from Lessee's occupancy. Lessor covenants that the said premises are properly zoned for the use required by Lessee in conducting its business hereinbefore described and that the use will not violate any restrictions of record.

6. Improvements, Alterations and Trade Fixtures:

During the term hereof the Lessee, at its own expense, may make such alterations, improvements, and additions as may be reasonably necessary for the conduct of its business. Provided, however, that prior to making alterations, improvements or placement of trade fixtures, the Lessee shall submit said plans to Lessor so that it can determine whether such changes may adversely affect the mechanical equipment, heating, air conditioning system, electrical, or structural integrity of the building. The Lessor shall have thirty (30) days to review such plans and shall not unreasonably withhold its consent. Lessor's failure to respond within 30 days shall be deemed to be consent. The Lessee shall save the Lessor harmless on account of any claims of mechanics, material men or any liens in connection with any such alterations, additions or improvements, and all alterations, additions and improvements shall, at the expiration of this Lease, remain upon the Premises and become the property of the Lessor. The Lessee may install in the leased premises trade fixtures, including electrical and plumbing connections incidental thereto, and partitions necessary for the conduct of its business and may remove the same at its election provided that the actual cost of repairing any damage to the leased premises arising from such removal and in restoring the same to their original condition shall be paid for by the Lessee. In addition the Lessee shall have the right to install communication equipment for its exclusive personal use on the roof of the leased premises or expand its existing equipment, provided it does not interfere with Lessor's use of the premises and subject to the prior approval of Lessor as set forth above. A list of the Lessee's existing equipment as of July 1, 2003 is attached as Exhibit "B".

7. Repairs and Maintenance:

Except as otherwise provided, Lessor shall be responsible for all maintenance of the interior and exterior of the premises including, but not limited to, building structure, landscaping, general painting, pest control, janitorial service five (5) days a week. Lessor is responsible for any asbestos abatement, and scheduled life-cycle-carpet replacement as warranted.

8. Building Improvements:

a. Restrooms: Subject to the provisions of Paragraph 6, Lessee will remodel at its sole cost and expense the restrooms on Floors 7, 8 and 9, within the first two (2) years of the term of this lease. The Lessor shall remodel at its sole cost and expense the restrooms on all other floors of the City-County building. Lessor shall remodel the restrooms at the rate of two (2) floors per year. Each party agrees to remodel the restrooms as reasonably necessary to update them, including but not limited to new partitions, sinks, toilets, faucets and to replace and/or repair damaged floor tile.

b. Elevator Improvements: Lessor shall within six (6) months have the elevators inspected by a qualified inspector to determine whether or not the elevators are experiencing unreasonable timing problems, delays and/or breakdowns. If so, Lessor shall make appropriate repairs as are revealed in the inspection.

c. Cleaning Schedule: The parties shall agree to a janitorial cleaning schedule, including but not limited to a schedule for cleaning carpets. The schedule shall be made a part of this Lease and incorporated as if is fully written herein.

9. Inspection:

Lessee agrees to permit Lessor or Lessor's agents to inspect or examine the leased premises at any reasonable times during business hours, and to permit Lessor to make such repairs to the leased building, which Lessor may deem desirable or necessary for its safety or preservation, and which Lessee has not covenanted herein to do or has failed so to do.

10. Lessee's Liability:

Subject to Paragraph 13 hereof, Lessee agrees to be responsible for and to relieve the Lessor from all liability by reason of any damage or injury to any person or property which may arise from or be due to the conduct of Lessee's business on the premises.

11. Lessor's Liability:

Nothing in this Lease shall be construed to relieve the Lessor from liability to Lessee, its agents, employees, invitees, guests and independent contractors for Lessor's own negligence or the negligence of Lessor's servants, employees or representatives, including but not limited to, independent contractors performing work in or about the leased premises.

12. Damage to Premises:

Lessee and the Lessor each agree that neither shall be liable to the other for damages caused by fire or explosion to the extent that such damage is compensated for by insurance, and such causes of action as may hereafter accrue to either or them against the other are hereby waived to the extent either party may actually be compensated for such damage by his or its insurance company.

In the event that the demised premises shall be partially damaged by fire or other cause, the damage shall be repaired by and at the expense of the Lessor as soon as practicable after such damage, and the rent until such repairs shall be made, shall be apportioned according to the part of the demised premises which is useable by the Lessee. All insurance proceeds attributable to damage to the building shall constitute a fund for the replacement or repair of the premises.

Restoration shall be commenced within thirty (30) days after the damage and in the event it is not completed within six (6) months after said damage, the Lessee shall have the option to terminate this Lease upon fifteen (15) days' written notice to the Lessor, unless said delay is through no fault of the Lessor.

In the event that the building of the demised premises is totally destroyed or damaged by fire or other cause so that the same cannot be restored or rebuilt within six (6) months from the date of such destruction (and if this be so, Lessor shall notify Lessee within thirty (30) days after the damage), then either party shall have the option to terminate this Lease as of the date of such destruction upon fifteen (15) days written notice, and the rent shall be paid up to the time of such destruction or apportioned and refunded as the case may be. Upon the exercise of such option by either party to terminate this Lease, the same shall cease and determine as of the date of such destruction. In the event the parties terminate the Lease, Lessor shall retain all insurance proceeds attributable to damage to the building.

Each party agrees that the other party may provide a plan of self-insurance as opposed to actual fire insurance for its obligations under this paragraph.

13. Liability Insurance:

Lessee at its expense may provide and keep in force for the benefit of Lessor with insurers licensed to do business in the State of Indiana comprehensive general liability insurance insuring the interest of Lessor and Lessee to include bodily and property damage in accordance with I.C. 34-13-3-4. Such insurance may cover other premises leased or owned by Lessee or a parent subsidiary or affiliate of Lessee, and may contain reasonable deductible clauses. Lessee may elect to provide self-insurance in lieu of an insurance policy.

14. Notice:

All notices and demands given or required to be given hereunder shall be in writing and sent by United States Registered Mail postage prepaid or hand-delivered, addressed to the Board of County Commissioners, Second floor, City-County Building, One East Main Street, Fort Wayne, Indiana 46802; the Board of Public Works, Fourth Floor, City-County Building, One East Main Street, Fort Wayne, Indiana 46802; with copies to the office of the County Attorney and the City Attorney.

15. Quiet Enjoyment:

The Lessor agrees that upon compliance with the terms and conditions of this Lease, the Lessee shall and may peaceably and quietly have, hold and enjoy the leased premises for the term of this Lease and any renewal of said term.

16. Surrender:

At the expiration of said term or any renewal thereof Lessee will quit and surrender the premises hereby leased in as good state and condition as reasonable use and wear thereof will permit, damage by the elements, fire and other casualty excepted. Any holding over by the Lessee shall not operate except by written agreement, to extend or renew this Lease and no tenancy of any duration shall be created thereby.

17. Assignment or Subletting:

Lessee may assign this Lease or sublet all or any part of the demised premises only to County or City related agencies including but not limited to City Utilities without consent of Lessor.

18. Binding Effect:

The covenants, conditions and agreements herein contained shall be binding upon, and shall insure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

19. Lessors Remedies:

In the event that Lessee:

- a. does not pay in full, when due, any and all installments of rent and/or any other charges herein agreed to be paid as rent or;
- b. violates or fails to perform or otherwise breaks any covenant or agreement herein contained then and in any or either of said events, the Lessor shall have the following rights and remedies:
 - (1) to institute a legal action for the recovery of the sum or sums due together with attorney fees and costs of collection;

(2) to elect, at Lessor's option, to declare the Lease forfeited and ended and to institute legal proceedings to recover the demised premises;

(3) to pursue such other rights and remedies as are given to Lessor by law and equity.

Lessor agrees, however, that no action as above-mentioned shall be taken by Lessor unless Lessor has first given to Lessee fifteen (15) days written notice of the default and Lessee has failed to commence to rectify and to correct the default within that period of fifteen (15) days.

20. Renewal and Extension:

Lessee, provided is not then in default, shall have the option to renew this lease for one additional term of four (4) years; provided, however Lessee shall give 12 months written notice to Lessor of its intention to renew this Lease.

21. Entire Agreement:

This Lease with any exhibits and rides attached hereto contains the entire agreement of the parties and no representations, inducements, promises and agreements, oral or otherwise, not embodied herein, shall be of any force or effect the marginal headings or notes are inserted for convenience only and are not to be construed as a part of this Lease.

This Lease shall be construed in accordance with the laws of the State of Indiana.

22. Recording of Memorandum:

Parties agree to execute a memorandum of this Lease suitable for recording under the laws of the State of Indiana.

23. Drafting of Agreement:

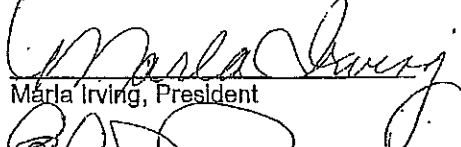
Each party to this agreement acknowledges that it has read this agreement and agrees with its terms as though that party had drafted this agreement itself. The parties agree that although the agreement was, by necessity, printed and assembled by one party, its agents or attorneys. This agreement reflects the terms as agreed to by the parties; and the party that printed and assembled this agreement should merely be considered only the scrivener for the document. In the event a term or terms of this agreement is considered ambiguous, neither party shall be considered the draftsman for the purpose of causing the terms of this agreement to be construed against that party.

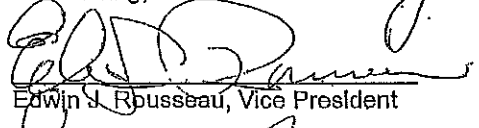
24. Arbitration:

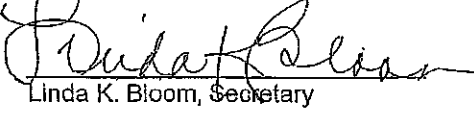
The parties agree that in the event of disputes or controversies as to matters arising out of this Lease, such disputes or controversies shall be submitted to the arbitration of two disinterested and competent persons, one chosen by each party to this Lease, who shall select a third, whose award shall be conclusive and binding on both parties. The cost of arbitration shall be split equally between the parties.

IN WITNESS WHEREOF, the said Lessee by its corporate officers duly authorized by its respective Board of Directors, have hereunto set their signatures the day and year first above written or the date indicated next to such signature.

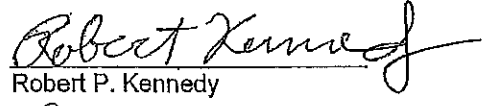
ALLEN COUNTY COMMISSIONERS

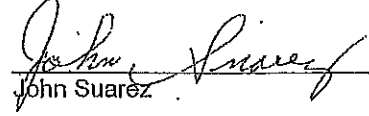

Marla Irving, President



Edwin J. Rousseau, Vice President


Linda K. Bloom, Secretary


BOARD OF PUBLIC WORKS


Robert P. Kennedy


John Suarez


Denise Porter-Ross

ATTEST:


Lisbeth A. Blosser Date
Auditor of Allen County 08-13-2003

ATTEST:

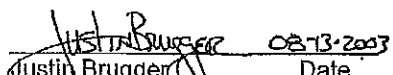

Justin Brugger Date
Board of Public Works 08-13-2003

EXHIBIT "A"



MARTIN | RILEY | MOCK

30 July 2003

Mr. Dan Brenner, Property Manager
CITY OF FORT WAYNE
3rd Floor, City-County Building
One Main Street
Fort Wayne, Indiana 46802

Re: City Leasable Square Footage
City-County Building
Commission No.: F01169

Dear Dan,

Attached is a spread sheet that contains the final revisions to the City and County Leasable Square Footages as we have recently discussed.

The City's total Square Footage is calculated per your directions as follows:

1. The City's portion of the Lower Level, First and Second Floor Common Area will be allocated as a percentage equal to the City's Total Leasable Square Footage divided by the building's Total Leasable square footage.

Lower Level, 1 st and 2 nd Floor Common Area	32,538.08
City Total Leasable Square Footage	92,751.87
Total Leasable Square Footage	214,496.13
City's Leasable S.F./Total Leasable Gross S.F.	43.24%

City Common Area for Lower Level, 1 st and 2 nd Floor	14,069.47
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2. City portion Common Area for Lower Level, 1st and 2nd Floor 14,069.47
City portion Common Area for 3rd through 9th Floors 12,242.68
City's portion of Common Areas 26,312.15

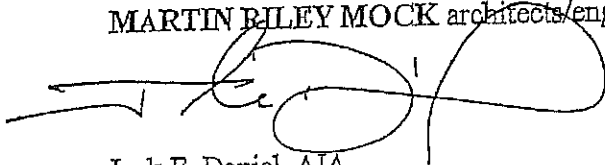
3. City's Total Leasable Square Footage 92,751.87
City's portion of Common Areas 26,312.15
City's Total Square Footage 119,064.02

221 WEST BAKER STREET
FORT WAYNE, INDIANA 46802
P H O 2 6 0 4 2 2 7 9 9 4
F A X 2 6 0 4 2 6 2 0 6 7
WWW.MARTINRILEYMOCK.COM

If you should have any further questions, please feel free to contact me.

Thank You,

MARTIN RILEY MOCK architects/engineers

A handwritten signature in black ink, appearing to read 'J. Daniel', written over the company name.

Jack E. Daniel, AIA
Vice President

30 July 2003

LEASABLE

FLOOR	CITY SQ. FT.	COUNTY SQ. FT.	COMMON SQ. FT.	GROSS SQ. FT.	TOTAL S.F.	CITY %	S.F.	COUNTY %	S.F.	City portion of Common	City Total *
Lower Level	8,971.71	47,380.46	9,809.34	66,161.50	56,352.16	15.92%	8,971.71	84.08%	47,380.45	1,561.72	10,533.43
1st Floor	5,190.05	16,983.36	14,974.50	37,147.91	22,173.41	23.41%	5,190.05	76.59%	16,983.36	3,505.03	6,695.08
2nd Floor	14,283.95	19,000.60	7,754.24	41,038.79	33,284.55	42.91%	14,283.95	57.09%	19,000.60	3,327.71	17,611.66
3rd Floor	9,516.30	-	1,969.45	11,485.75	9,516.30	100.00%	9,516.30	0.00%	-	1,969.45	11,485.75
4th Floor	12,834.43	644.17	2,186.52	15,665.12	13,478.60	95.22%	12,834.43	4.78%	644.17	2,082.02	14,916.45
5th Floor	-	15,665.12	-	15,665.12	15,665.12	0.00%	-	100.00%	15,665.12	-	-
6th Floor	2,623.45	10,417.83	2,623.84	15,665.12	13,041.28	20.12%	2,623.45	79.88%	10,417.83	527.82	3,151.27
7th Floor	13,290.60	-	2,374.52	15,665.12	13,290.60	100.00%	13,290.60	0.00%	-	2,374.52	15,665.12
8th Floor	13,049.69	-	2,615.43	15,665.12	13,049.69	100.00%	13,049.69	0.00%	-	2,615.43	15,665.12
9th Floor	12,991.69	-	2,673.43	15,665.12	12,991.69	100.00%	12,991.69	0.00%	-	2,673.43	15,665.12
Penthouse	-	8,267.20	-	8,267.20	8,267.20	0.00%	-	100.00%	8,267.20	-	-
3rd Floor Penthouse	-	3,385.53	-	3,385.53	3,385.53	0.00%	-	100.00%	3,385.53	-	-
Sub-Total =	92,751.87	121,744.26	46,981.27	261,477.40	214,486.13		92,751.87		121,744.26	20,637.13	113,389.00

Gross Square Footage Includes: Common areas (restrooms, hallways, stairs, vertical shafts) and Mechanical Rooms.

* - City Leasable Square Footage + City portion of Common Area

EXHIBIT "B"

July 1, 2003

City of Fort Wayne
City-County Building Communication Equipment List

The following City communication equipment is located on the City-County Building:

9th Floor Roof

Pole - Top

City - spare

Pole - Left Hand Side

City - Water Pollution Control (VHF)

City - Indiana Data Center (Broadband)

City - Paging Backup System

City - Weather Vane

Pole - Right Hand Side

City - Water Pollution Control Dwenger Avenue (Network)

City - Water Filtration Plant Spy Run

City - Emergency Operations Center (GPS)

City - Police/Fire (Hot Spot)

City - Indiana Data Center (Back Haul Connection to Data Center)

City - Empty Shell

City Antennas

Flood Control (1)

2nd Floor Roof

City Antennas

Traffic Engineering (1)



MARTIN | RILEY | MOCK

*Not part
of
agreement, but
shown how
arrived at
\$ 6.00*

30 July 2003

Mr. Dan Brenner, Property Manager
CITY OF FORT WAYNE
3rd Floor, City-County Building
One Main Street
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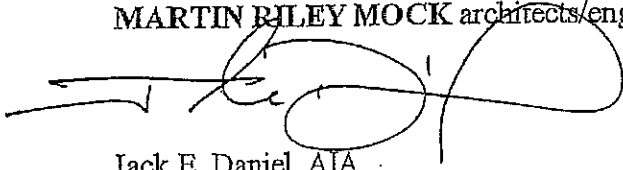
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221 WEST BAKER STREET
FORT WAYNE, INDIANA 46802
PHO 260 422 7994
FAX 260 426 2067
WWW.MARTINRILEYMOCK.COM
architects | engineers

If you should have any further questions, please feel free to contact me.

Thank You,

MARTIN RILEY MOCK architects/engineers

A handwritten signature in black ink, appearing to read 'Jack E. Daniel', written over the company name.

Jack E. Daniel, AIA
Vice President