

LEASE

This LEASE is effective as of the 1st day of January, 2026, by and between L & M Commodities Inc., (hereinafter referred to as "LANDLORD") and South Montgomery Community School Corporation, (hereinafter referred to as "TENANTS").

Now therefore in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions:

TERMS AND CONDITIONS

1. **Real Estate to Be Rented.** Landlord hereby leases to Tenant the following real estate in New Market, Montgomery County, Indiana as identified as Parcel No. 54-10-31-333-019.000-031 and commonly known as 104 N. 3rd Street, New Market, Indiana. The leasehold is subject to Landlord's retention of one office space in the building located on the real estate. Both parties will have access to common areas including the bathroom(s). \

2. **Rental Period.** This Lease shall be effective as of January 1, 2026 and shall continue for a period of 3 years, ending on the 31st day of December, 2028.

3. **Rental Amount and Payment Dates.** Tenant shall pay Landlord \$1,000 per month and such Rent shall be paid to Landlord in advance on or before the 1st of each month. The first rent payment will be due January 1, 2026.

4. **Right of Purchase.** As further consideration for Tenant to lease the real estate Landlord grants Tenant the second right to purchase the real estate. This right is only subordinate to the right of _____ to purchase the real estate. If the Tenant wishes to exercise its right, it shall notify the Landlord in writing that the Tenant is willing to purchase the property for not more than the average of two appraisals and that it can close the transaction within 60 days of notice from landlord to close. Within 15 days of receiving the Tenants' notice of exercise of its right to purchase, the Landlord must provide written notice to Tenant whether the first right holder has exercised its right, and, if not, then when the Landlord wishes to close the transaction.

5. **Agreements of Landlord.** Landlord shall perform the following obligations during the term of the Lease, including any extensions thereof:

a. Landlord shall give Tenant possession of the Real Estate for Tenant's use as a transportation center. Landlord will not disturb Tenant's peaceful possession of the leased premises that is solely for the use and occupancy of Tenant.

b. Landlord shall pay all real estate taxes, property insurance, ditch assessments and other such assessments against the Real Estate during the term of the Lease.

c. Landlord shall pay the expenses of renovations to the property, except Tenant shall provide the labor.

d. Landlord shall abide by all of Tenant's security requirements for entrance and exit of the building and Landlord shall not provide any key or access to the leased premises to anyone other than Tenant or Landlord's officers or employees.

6. Agreements of Tenant. During the term of this Lease, Tenant covenants and agrees that it shall:

- a. use the described Real Estate for the School Corporation's purposes;
- b. to keep the property maintained, reasonable wear and tear excepted;
- c. comply with all statutes, ordinances, and regulations governing the use and occupancy of the premises

7. Utilities. Tenant shall be responsible for such utility services as necessary to serve the leased premises, including telephone, internet, electricity, sewer, and water, and Tenant shall pay for use of each utility service.

8. Default and Remedies. Any of the following events shall be considered an Event of Default by Tenant:

- (a) Tenant's failure to pay to Landlord any rent payments within 15 days of the due date;
- (b) Tenant's failure, for a period of 15 days after receiving notice from Landlord, to perform or observe any term or condition of this lease;
- (c) Tenant's abandonment of the Real Estate;
- (d) Tenant allows any mechanic's lien to be filed against the Real Estate which is not removed within 30 days of the filing thereof;
- (e) The filing, execution, or occurrence of:
 - (i) An involuntary petition in bankruptcy against Tenant and the failure of Tenant, in good faith, to promptly commence and diligently pursue action to dismiss said petition;
 - (ii) A petition by Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind;
 - (iii) A general assignment by Tenant for the benefit of creditors; and
 - (iv) The taking by any person or entity of the leasehold created hereby, or any part thereof, upon foreclosure, levy, execution, attachment, or other process of law or equity.

Upon the occurrence of any Event of Default, Landlord may initiate legal action to recover any unpaid rent and, in addition to any other remedy or right it has hereunder or by law, terminate this lease.

Landlord shall be in default if it fails to perform any obligation under this Lease and does not cure such failure within thirty (30) days after Tenant's written notice, or if such failure cannot reasonably be cured within such period, fails to commence and diligently pursue such cure. In the event of Landlord's default, Tenant may pursue all remedies available at law or in equity, including rent abatement or termination of this Lease.

9. Alterations or Improvements. Certain alterations and improvements are necessary including exterior carpentry work and painting, and the parties agree that Landlord will pay the cost for all materials and Tenant will provide all labor to make the alterations and improvement. The parties agree that the maximum amount to be spent by Landlord on these renovations will be \$5,000. Thereafter, Tenant shall make no further alterations or improvements to the Real Estate without the written consent of Landlord, but the parties agree that if Tenant believes further renovations are necessary to Tenant's use and occupancy that the parties will negotiate in good faith on the costs for further renovations.

10. Maintenance and Repairs. Landlord shall maintain the building structure, roof, exterior walls, HVAC and plumbing systems. Tenant shall maintain the interior of the premises, including fixtures, equipment, and cleanliness. Tenant shall promptly notify Landlord of any damage or needed repairs.

11. Insurance. Tenant shall carry minimum insurance limits and coverage with respect to its use and occupancy of the Real Estate as follows:

(a) Workers' Compensation and Employers' Liability Insurance as required by the state and federal law;

(b) Comprehensive General Liability Insurance with respect to Tenant's use and occupancy of the Real Estate, products and completed operations; with bodily injury liability limits of not less than \$250,000 per occurrence, \$1,000,000 annual aggregate and \$100,000 property damage, or \$1,000,000 combined single liability;

(c) Vehicle bodily injury and property damage liability on all owned, non-owned, hired, or leased vehicles used upon or in connection with the Real Estate, in amounts not less than \$100,000 per occurrence, \$250,000 annual aggregate and \$100,000 property damage, or \$250,000 combined single liability.

12. Damage or Destruction. Landlord shall carry property casualty insurance in a minimum amount sufficient to cover the cost of replacement of any building or other improvement. If the Premises are damaged or destroyed in whole or in part by fire or other casualty during the Term, Landlord shall repair and restore the same to good tenantable condition as soon as possible. Until the Premises are restored to a tenantable condition, rent shall abate entirely if twenty (20%) or more of the Premises are untenable for Tenant's purposes. Landlord shall have no duty to repair, replace or restore any of Tenant's trade fixtures, fixtures or other property, or any leasehold improvements, except for any leasehold improvements actually made with any construction allowance provided by Landlord in conjunction with Tenant's occupancy and which are covered under Landlord's insurance. Notwithstanding the foregoing, (i) if the Building is damaged by fire or other casualty (irrespective of the extent of the damage to the Premises) to such an extent that Landlord elects to demolish the Building, or determines that it is uneconomical to restore same, Landlord shall have the right to terminate this Lease upon not less than sixty (60) days written notice to Tenant, and (ii) in the event of any damage to the Premises and/or to the Building which Tenant determines makes the Leased Premises or the Building unsuitable for Tenant's purposes, and such damage is not repaired, or in Tenant's opinion is not repairable, within 120 days after the occurrence of such fire or other casualty, Tenant may terminate this Lease upon 60 days prior written notice (with an opportunity to cure within said 60 day period) to Landlord.

13. Assignment. This Lease shall not be assigned by Tenant without the written

consent of Landlord, provided, however, such consent shall not be denied without reasonable cause. This Lease may be assigned by Landlord only with written consent from Tenant, and all of the terms must remain unchanged. The terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties' heirs, assigns, successors, personal representatives, trustees and administrators.

14. Notices. If any notice is to be delivered pursuant to this Lease then notice shall be given in writing, by U.S. mail, postage prepaid, and considered delivered as of the date of mailing, to the following:

If to Landlord:
L & M Commodities Inc.
Attn: Wayne Nelson
PO Box 86
New Market, IN 47965

If to Tenants:
South Montgomery School Corporation
Attn: Dr. Stephanie Hofer
6401 US 231 S
Crawfordsville, IN 47933

With a copy to:
Dan Taylor
Taylor, Minnette, Schneider & Clutter, P.C.
105 N. Washington St.
Crawfordsville, IN 47933

15. Miscellaneous. This Lease shall be construed under and in accordance with the laws of the State of Indiana. Any cause of action related to this Lease shall be brought in a county court within Montgomery County, Indiana. This Lease may be executed in multiple counterparts with each copy being deemed an original upon execution. All captions herein are used for convenience only and shall not be construed to limit or describe the scope, intent or meaning of this Lease. No partnership, joint venture, joint enterprise, or agency relationship shall be established by this Lease and the relationship of the parties shall, at all times, be that of landlord/tenant. Unless a written agreement is signed by both parties, neither party shall be responsible or liable for the debts or obligations of the other.

IN WITNESS WHEREOF the parties have executed this Lease effective the day and year first above written.

LANDLORD: L & M Commodities, Inc.

TENANT: South Montgomery Community School Corporation

Wayne Nelson, President

Jerry Kinkead, Board President

Date: _____

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONTGOMERY)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 20____, personally appeared L & M Commodities, Inc. by its President, Wayne Nelson, who acknowledged the execution of the foregoing Lease, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal.
My Commission Expires:

_____.

Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF MONTGOMERY)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 20____, personally appeared South Montgomery Community School Corporation by its Board President, Jerry Kinkead, who acknowledged the execution of the foregoing Lease, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal.

My Commission Expires:

_____.

Notary Public

I affirm under the pains and penalties of perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Attest: Tyler M. Nichols

*This document was prepared by: Attorney Tyler M. Nichols, Indiana Supreme Court No. 30062-54
Taylor, Minnette, Schneider & Clutter, P.C., 105 North Washington Street
Crawfordsville, Indiana 47933 – Telephone: (765) 361-9680*