

Lease Agreement

KII Project No. 25264

This Lease Agreement (the "Agreement") is made and entered into this 27th day of March, 2019 by and between VIGO COUNTY hereinafter called Lessor, and KOKOSING INDUSTRIAL, INC., an Ohio corporation, hereinafter called Lessee.

ARTICLE I DEMISE, DESCRIPTION, USE AND TERM

1.01. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain property, hereinafter called the "Leased Premises" (as further defined below), situated in Vigo County, Harrison Township, just east of the Terre Haute HRC Facility at approximately 2500 Prairieton Rd, Terre Haute, IN 47802 (see attached map), to be used for material laydown, construction trailers and spoil stockpile areas, for a term of approximately 25 months commencing on April 3, 2019 and terminating on May 31, 2021.

ARTICLE II RENT

2.01. Lessee agrees and Lessor agrees to accept as full consideration for this Agreement, as rent for the Leased Premises, the following: (1) Kokosing will remove the existing steel track rail from the south entrance gate to the existing building, (2) Kokosing shall coordinate with Vigo County prior to hauling off any excess spoils from the property as Vigo County may wish for Kokosing to leave excess spoils onsite for future use at no additional cost to Vigo County, (3) Kokosing shall coordinate site access to the north of the main building so as not to interfere with upcoming remodel work to be performed by others. Kokosing further agrees that no permanent material will be placed on the site north of the existing building outside of the designated construction easement.

ARTICLE III INDEMNIFICATION

3.01. Lessee agrees:

(a) To indemnify, defend and hold harmless Lessor, its employees, representatives and agents against any and all losses, costs, fines, penalties or expenses including reasonable attorney's fees resulting from any and all claims, actions, judgments or demands whatsoever for injuries to or death of any person, or for damage to or destruction of any property arising out of or in any manner resulting, in whole or in part, from the negligent act(s) or omission(s) of, or the breach of any statutory or regulatory duty or obligation whether or not due to negligence by the Lessee or its employees, representatives or agents on the Leased Premises; and

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QUIET POSSESSION

8.01. Lessor shall, on the commencement date of the term of this Agreement as hereinabove set forth, place Lessee in quiet possession of the Leased Premises and shall secure Lessee in the quiet possession thereof against all persons lawfully claiming the same during the entire term of this Agreement and each extension thereof. The Lessor shall not interfere or impede with Lessee's right to use the Leased Premises. Lessor represents and warrants to Lessee that: (a) Lessor owns the fee simple estate in the Leased Premises; (b) the Leased Premises is not subject to any mortgage; and (c) no other party must consent to this Agreement for this Agreement to be valid and binding. Lessor agrees to indemnify Lessee for any and all losses suffered by Lessee, including reasonable attorneys' fees, arising out of any misrepresentation, breach of warranty or any other breach of this Agreement by Lessor.

ARTICLE IX MISCELLANEOUS

9.01. Notices and Addresses. All notices provided to be given under this Agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

Lessor:

Lessee:

Phone: _____

Kokosing Industrial, Inc.
3862 N. Commercial Parkway
Greenfield, IN 46140

(317) 891-1136

9.02. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement. Lessee may assign this Agreement or sublease the Leased Premises at any time without the prior consent of Lessor.

9.03. Applicable Law. This Agreement shall be construed under and in accordance with the laws of the state where the property is located.

9.04. Sole Agreement of the Parties. This Agreement constitutes the valid, binding, sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

